



## REGULAR MEETING AGENDA

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

April 28, 2021  
3:00 p.m.

**The City of Black Hawk is hosting Virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time.**

Join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join: <https://us02web.zoom.us/j/85859460730>

**Or join by phone:**  
877-853-5257 or 888-475-4499 (both Toll-Free)

Webinar ID: **858 5946 0730**  
International numbers available

Phone commands using your phone's dial pad while in a Zoom meeting:  
\*6 – Toggle mute/unmute  
\*9 – Raise your hand to make a public comment or to  
speak for or against a Public Hearing matter

**Public Comment:**  
If you wish to make a public comment during the meeting,  
please go to:  
[https://www.cityofblackhawk.org/comment\\_signup](https://www.cityofblackhawk.org/comment_signup)  
and provide your Name, Email address, and Telephone.  
During the public comment section of the meeting, the host will  
ask for comments from those who have signed up.

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: April 14, 2021
7. PUBLIC HEARINGS:
  - A. CB11, An Ordinance Approving an Intergovernmental Agreement Between Gilpin County and the City of Black Hawk Regarding Lake Gulch Road
  - B. CB12, An Ordinance Approving the FTA Section 5311 Operating Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2021 in an Amount Not to Exceed \$112,884.00
8. ACTION ITEMS:
  - A. Resolution 22-2021, A Resolution Re-Naming Certain Streets Within the City

### MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

- B. Resolution 23-2021, A Resolution Approving the Proposal from Symetra for 2021-2023 Ancillary Coverage
- C. Resolution 24-2021, A Resolution Approving the 2021-2022 Contract with Delta Dental in the Estimated Amount of \$123,041 for Group Dental Insurance
- D. Resolution 25-2021, A Resolution Approving the 2021-2022 Contract with Kaiser Permanente in the Estimated Amount of \$1,104,449 for Group Health Insurance
- E. Resolution 26-2021, A Resolution Approving the Contract with ID Watchdog for Identity Theft Protection
- F. Resolution 27-2021, A Resolution Repealing and Replacing Resolution 31-2020 Appointing Thad Renaud to be the City of Black Hawk Assistant Municipal Court Judge
- G. Resolution 28-2021, A Resolution Accepting an Application for the Disconnection of the Dory Hill Road Properties from the City of Black Hawk, Preliminarily Approving Said Disconnection, and Setting a Public Hearing for May 26, 2021 Concerning Said Disconnection

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY REPORTS:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:

#### **MISSION STATEMENT**

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community



**City of Black Hawk  
City Council**

**April 14, 2021**

**MEETING MINUTES**

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, April 14, 2021, at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.  
  
Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Community Planning & Development Director Linker, Baseline Engineering Consultants Harris and Esterl, IT Manager Muhammad, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no changes to the agenda.
4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State.  
  
Alderman Midcap declared he would like to recuse himself from Action Item 9B. There were no other conflicts noted from City Council.  
  
City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. PUBLIC COMMENT: City Clerk Greiner confirmed that no one had signed up for public comment.

6. APPROVAL OF  
MINUTES: March 24, 2021

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

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

8. PUBLIC HEARINGS:

**A. CB9, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, the City of Central, and Gilpin County Regarding a Maintenance Agreement for a Command Vehicle**

Mayor Spellman read the title and opened the public hearing.

Police Chief Moriarty introduced this item. She said the IGA required an update due to two of the past members withdrawing from the IGA, and the cost for the agencies was changed to \$350.00 starting in 2022.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB9, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, the City of Central, and Gilpin County regarding a Maintenance Agreement for a Command Vehicle open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE** Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB9, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, the City of Central, and Gilpin County regarding a Maintenance Agreement for a Command Vehicle.

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

**B. CB10, An Ordinance Amending Section 13-3 of the Black Hawk Municipal Code to Require all City Water Customers to Have Sewer Service from the Black Hawk – Central City Sanitation District**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and simply stated that if you are hooked up to City water, you must be hooked up to public sewer. He said that City Council had previously adopted legislation that requires public utilities for any new development, and approval of this ordinance would reinforce that. Mayor Spellman added that the only exception would be fire suppression services.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB10, an Ordinance amending Section 13-3 of the Black Hawk Municipal Code to require all City water customers to have sewer service from the Black Hawk – Central City Sanitation District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve CB10, an Ordinance amending Section 13-3 of the Black Hawk Municipal Code to require all City water customers to have sewer service from the Black Hawk – Central City Sanitation District.

**MOTION PASSED**

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

**C. Resolution 18-2021, A Resolution Approving the Site Development Plan and Certificate of Architectural Compatibility for the Rick Thomas Distillery Located on Lot 7 of the Black Hawk Park Subdivision**

**D. Resolution 19-2021, A Resolution Approving a Parking Variance to Allow a Reduction of the Required Parking Spaces from 50 Parking Spaces to 33 Parking Spaces and a Building Height Variance to Allow a Height of Thirty-three (33) Feet**

Mayor Spellman combined these two items, read the titles, and opened the public hearings.

Baseline Consultant Harris complimented his entire team, the applicants, and staff on committing to getting this project and all the projects up on Miners Mesa completed by submitting such thorough applications and within a short time frame of one year.

Baseline Consultant Esterl went through their presentation, noting this project is located on Lot 7 of the newly platted Black Hawk Park subdivision. The applicant is asking for a parking space variance from 50 spaces to 33 spaces and a building height variance from 27 feet to 33 feet for the silos. The details of the request were in the packet.

Mr. Harris continued by saying that staff can minimize future variance requests by amending the Municipal Code related to parking and building height for this type of use as the Code is currently geared towards a different use for casinos. He said that staff and the applicant had conducted research of parking spaces of similar distilleries and that staff's recommendation of approval is based on that research. Staff will bring back to Council future amendments to the Code.

Brian and Declan Watts, the father and son applicants for this Distillery at 830 Miners Road, were present to share their vision of classic Scottish style whiskey with Council. They both provided their background, Brian as a former manager of casinos here in Black Hawk, and Declan as a CSU graduate in Distillery and his distillery experience in Scotland. After researching other areas in Colorado to set up a distillery, they said they landed in Gilpin County and Black Hawk due to Brian's history here, the City's relationship with business owners, and the water and the elevation, which they feel will produce a higher quality product. Brian went on to say that he approached the Mayor a little over a year ago, and felt that they would be a compliment to the Proximo Distillery and the gaming industry. They discussed their marketing and branding, which for their Vodka and Gin will be called 1859, produced, distilled, and aged in Black Hawk, Colorado. They are very excited about the project and to be the first Distillery in Black Hawk.

Mayor Spellman highlighted the synergy of the group and how this project is all part of the concept of Artisan's Point on the Mesa and the hope that they will be able to entice more distilleries and maybe breweries in the future. He went onto say that the Watts are a perfect fit with Brian's connection with Black Hawk and the casinos.

Mr. Watts went on to say it may be possible to have vodka within six weeks of opening. He added that the casinos are very receptive to their project and intend to sell to the casinos and local distribution. They are looking into partnering with the larger casinos for VIP tastings. He said the Single Malt Whiskey would be the anchor of the Distillery and the soonest will be two years due to the aging process, it takes a minimum of two years in an oak barrel to be called a whiskey, but the elevation of 8000' and big temperature swings in Black Hawk could decrease the time.

Scott Moore, Architect for the Watts, noted that the inspiration for the

design of the distillery was taken from the old Strohle Boiler and Iron Works Building and that the front windows will showcase the two large copper stills for the public to see from the road.

Mayor Spellman noted that they had accomplished so much in that one year that they will probably break ground within 30-45 days, to which a round of applause was had.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 18-2021, a Resolution approving the Site Development Plan and Certificate of Architectural Compatibility for the Rick Thomas Distillery located on Lot 7 of the Black Hawk Park Subdivision, and Resolution 19-2021, a Resolution approving a Parking Variance to allow a reduction of the required parking spaces from 50 parking spaces to 33 parking spaces and a Building Height Variance to allow a height of thirty-three (33) feet open and invited anyone wanting to address the Board either “for” or “against” either of the proposed resolutions to come forward.

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

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 18-2021, a Resolution approving the Site Development Plan and Certificate of Architectural Compatibility for the Rick Thomas Distillery located on Lot 7 of the Black Hawk Park Subdivision.

**MOTION PASSED**

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

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 19-2021, a Resolution approving a Parking Variance to allow a reduction of the required parking spaces from 50 parking spaces to 33 parking spaces and a Building Height Variance to allow a height of thirty-three (33) feet.

**MOTION PASSED**

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

**9. ACTION ITEMS:**

- A. Introduction of an Ordinance Repealing and Reenacting Sections 8-1 and 8-2 of the Black Hawk Municipal Code and Adopting by Reference the 2020 Model Traffic Code**

Mayor Spellman read the title.

Police Chief Moriarty introduced this item by saying that the City currently utilizes the 2018 Model Traffic Code, and this agenda item starts the process to adopt the 2020 Model Traffic Code.

City Attorney Hoffmann reminded Council that by state law, Adoption of a Code by Reference requires an introduction, publishing a notice twice, and then holding the public hearing.

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to accept the introduction of an ordinance repealing and reenacting Sections 8-1 and 8-2 of the Black Hawk Municipal Code and Adopting by Reference the 2020 Model Traffic Code.

**MOTION PASSED**

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

**B. Resolution 20-2021, A Resolution Appointing a Regular Member to the City of Black Hawk Historic Preservation Commission**

Mayor Spellman read the title.

Community Planning & Development Director Linker said that staff published an advertisement in January for the vacancy, received one letter of interest from longtime resident Karen Midcap, took it to the Historic Preservation Commission, who reviewed it and are now recommending the appointment of Ms. Midcap to serve out the remaining portion of a four-year term expiring August 1, 2021.

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 20-2021, a Resolution appointing a regular member to the City of Black Hawk Historic Preservation Commission.

**MOTION PASSED**

There was no discussion, and the motion **PASSED** 5-1, noting the recusal of Alderman Midcap.

**C. Resolution 21-2021, A Resolution Approving the Purchase of the Northern Portion of the Dale #13338 Mining Claim Consisting of Approximately 2.1 Acres**

Mayor Spellman read the title.

City Manager Cole explained that while working through Proximo's Development Agreement, the City had agreed to acquire property for Proximo's construction of the road extension from the roundabout to the roundabout. At that time, he said, it was estimated at 2.1 acres, but recently discovered that it is more than 2.1, but less than 2.64 acres, so instead of approving \$55,000, he would like to amend the resolution to read in a total amount not to exceed \$62,040 until they can work out the exact acreage.

City Attorney Hoffmann confirmed that the motion should reflect an amendment to Section 2 of the resolution.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 21-2021, a Resolution approving the purchase of the northern portion of the Dale #13338 Mining Claim consisting of approximately 2.1 acres, as amended.

**MOTION PASSED**

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

**11. CITY MANAGER  
REPORTS:**

City Manager Cole had nothing to report.

**12. CITY ATTORNEY:**

City Attorney Hoffmann said that he and City Manager Cole had a productive meeting with Central City and Gilpin County after the work session on March 24, and he is hopefully optimistic that we will have an IGA on our next agenda based on that conversation with the County Manager and County Attorney. The IGA would be for our portion of the road, and Gilpin County would have a separate agreement with Central City.

**13. EXECUTIVE  
SESSION:**

City Attorney Hoffmann recommended item number 5 only for Executive Session and the specific issues related to negotiations regarding future developments and the Ambulance Authority.

Alderman Midcap took a moment to say he was pleased with the clean-up notices that Community Planning and Development had sent to each casino outlining their responsible areas. He said they turned out very well.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:41 p.m. to determine positions relative to matters that may be subject to negotiations, develop

a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED  
MOTION TO  
ADJOURN**

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

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

**MOTION PASSED**

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

14. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:00 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 11  
ORDINANCE 2021-11  
AN ORDINANCE  
APPROVING AN  
INTERGOVERNMENTAL  
AGREEMENT BETWEEN  
GILPIN COUNTY AND THE  
CITY OF BLACK HAWK  
REGARDING LAKE  
GULCH ROAD**

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

**COUNCIL BILL NUMBER: CB11**

**ORDINANCE NUMBER: 2021-11**

**TITLE:       AN   ORDINANCE   APPROVING   AN   INTERGOVERNMENTAL  
AGREEMENT BETWEEN GILPIN COUNTY AND THE CITY OF BLACK  
HAWK REGARDING LAKE GULCH ROAD**

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

Section 1.     The City Council hereby approves the Intergovernmental Agreement between Gilpin County and the City of Black Hawk regarding Lake Gulch Road, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

Section 2.     Ordinance No. 2020-26 is hereby repealed.

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 28<sup>th</sup> day of April, 2021.

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

ATTEST:

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

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

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**SUBJECT:** Lake Gulch Road IGA

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

**MOTION TO APPROVE** Council Bill 11, An Ordinance Approving an Intergovernmental Agreement Between Gilpin County and The City of Black Hawk regarding Lake Gulch Road

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The IGA memorializes certain prior agreements between Gilpin County and the City of Black Hawk related to the maintenance, future improvement and control of Lake Gulch Road.

**AGENDA DATE:** April 28, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Corey Y. Hoffmann, City Attorney

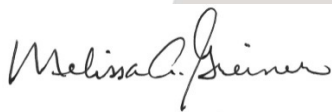
**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☒ Yes ☐ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa A. Greiner, CMC, City Clerk

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Stephen N. Cole, City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY AND THE CITY OF BLACK HAWK  
REGARDING LAKE GULCH ROAD**

This Intergovernmental Agreement ("IGA") is effective on the date of the final signature (the "Effective Date") by and between the City of Black Hawk, Colorado (the "City") and the Board of County Commissioners of Gilpin County (the "County").

**RECITALS**

**WHEREAS**, this IGA memorializes certain prior agreements between Gilpin County and the City of Black Hawk ("Black Hawk") related to the maintenance, future improvement and control of Lake Gulch Road, and as further described in that Settlement Agreement and Mutual Release to which Black Hawk and Central City are parties, dated June 19, 2020 (the "City Settlement");

**WHEREAS**, Gilpin County previously consented to the annexation of certain property into Black Hawk by Proximo Distillers, LLC, which property is shown on the attached **APPENDIX 1** ("Property"), and commonly known as the Lake Gulch Whiskey Resort Development;

**WHEREAS**, Gilpin County executed a written Consent to Annexation Agreement on March 24, 2020, and in consideration for Gilpin County's consent to the annexation, Black Hawk agreed to undertake certain obligations, maintenance and other requirements regarding Lake Gulch Road;

**WHEREAS**, development of the Property will impact the use and maintenance of Lake Gulch Road, and includes certain real property owned by Gilpin County known as the Black Diamond Mining Claim, Mineral Survey number 17634, ("Black Diamond Mining Claim"). The portions of Lake Gulch Road impacted are shown on the attached **APPENDIX 2**. The Black Diamond Mining Claim impacted is shown on the attached **APPENDIX 3**;

**WHEREAS**, the City Settlement provides that Central City shall be responsible for the maintenance, future improvement, and control of Lake Gulch Road from the current municipal boundary of Central City proximate to Exit 7 of the Central City Parkway to the current boundary of Black Hawk as modified by the annexation of the Property. The separate portions of Lake Gulch Road for which Central City and Black Hawk are responsible are shown in **APPENDIX 2**; and

**WHEREAS**, this IGA memorializes the obligations of the City as it relates to those portions of Lake Gulch Road annexed to the City as part of the Lake Gulch Whiskey Resort Development annexation.

**NOW, THEREFORE**, in consideration of the mutual promises and consideration provided herein, the Parties agree to the following:

## **AGREEMENT**

### **1. Definitions:**

- 1.1. “Lake Gulch Road” shall be defined as that portion of the prescriptive roadway currently identified as approximately twenty-two (22) feet in width, or such greater width that has been prescriptively used, located within the City.
- 1.2. “Maintenance” shall be defined as snow plowing/removal, grading, and performing general maintenance comparable to the maintenance level performed on other Gilpin County gravel roads. Maintenance shall be required for the complete width of the Lake Gulch Road right of way including any greater width prescriptively used or acquired by Black Hawk as described herein. Gilpin County has provided its standards for maintenance of gravel roads and/or current maintenance schedule for Lake Gulch Road to Black Hawk and Central City, which are attached as **APPENDIX 4**.

### **2. Gilpin County Conveyance of Portions of Lake Gulch Road by Quit Claim Deed to Black Hawk and Maintenance Requirements:**

Within ten (10) days of final execution of this Agreement, Gilpin County will convey to Black Hawk, by Quit Claim Deed, the portion of Lake Gulch Road shown in blue and marked on **APPENDIX 2** (“BH LGR”). The form of Quit Claim Deed to Black Hawk is attached as **APPENDIX 5**. Upon execution of the Quit Claim deed by Gilpin County, Black Hawk shall perform all Maintenance of the BH LGR.

### **3. Additional Required Lake Gulch Road Improvements by Black Hawk:**

- 3.1. Black Hawk shall make additional road improvements to the BH LGR commencing within five (5) years of the first Certificate of Occupancy of the Lake Gulch Whiskey Resort Development. Improvements will include twenty-four (24) feet of paved roadway with appropriate drainage ditches, and a design including appropriate lighting, if any, shall be submitted to the County for its review and comment no later than 90 days prior to Black Hawk commencing the BH LGR improvements. The BH LGR shall be further improved to the standard of a municipal public roadway and comply with such greater or heightened standards required for municipal roadways. In addition, the County has as of the date of this IGA conveyed to Proximo Distillers, LLC the Black Diamond Mining Claim, which shall be utilized by the City for the widening and improvement of Lake Gulch Road for a total width of thirty (30) feet from the centerline of Lake Gulch Road.
- 3.2. The County shall provide non-financial support to Black Hawk for the widening of Lake Gulch Road, thirty (30) feet from the centerline, through the Proximo Lake Gulch Whiskey Resort Development, as shown on **APPENDIX 1** and generally for the portions of the BH LGR as shown on **APPENDIX 3**. Non-financial support means and is limited to providing information on the County’s historic use, maintenance, and control of Lake Gulch Road if requested by Black Hawk. Non-financial support does not include money or other funding, equipment, personnel, labor, or liability.

### **4. Lake Gulch Road from the Black Hawk City limits to Exit 7 of the Central City Parkway.** Central City shall be responsible for maintenance and future improvement of that portion of Lake Gulch Road shown in green

on **APPENDIX 2**, and such maintenance and future improvement responsibility shall be determined by separate agreement between the County and Central City.

5. **Future Annexation and Development by Central City and Black Hawk.** This Agreement does not limit Gilpin County's powers, rights, requirements, or decision-making authority regarding proposed future annexations or development by Central City or Black Hawk.
6. **Lake Gulch Road Remains Public Road.** Lake Gulch Road shall remain a public road accessible to the County and all County residents and the general public. Black Hawk shall not unreasonably withhold or deny access to any portion of Lake Gulch Road. The BH LGR shall be considered a municipal public roadway, with the BH LGR shown in color and marked on **APPENDIX 3** being the municipal road of the City of Black Hawk.
7. **Termination of the 1999 Growth IGA between Black Hawk, Central City and Gilpin County.** Black Hawk, Central City, and Gilpin County terminated the 1999 Growth IGA on June 23, 2020 with the execution of a new intergovernmental agreement in which Black Hawk and Central City agreed to certain growth areas for each City ("Cities' Amended Growth IGA"). Gilpin County was a party to the Cities' Amended Growth IGA for the sole purpose of terminating the 1999 Growth IGA. The Cities' Amended Growth IGA has no effect or limitation on Gilpin County's legal powers, rights, decision-making ability, or restrict Gilpin County in any way in areas of unincorporated Gilpin County or elsewhere as the County may otherwise have authority, powers, or legal rights under the law.
8. **Remedies.** To the extent permitted by law, each party hereto shall have the right to enforce each and every provision of this Agreement with the remedy of specific performance or any other remedy that exists at law or equity.
9. **General Provisions.**

9.1 **Notices.** All notices, demands, requests, or other communications required under this Agreement which are in writing shall be deemed to be received only if delivered personally or mailed by registered or certified mail, return-receipt requested, in a postage paid envelope, or sent by facsimile transmission, or sent by Federal Express addressed to the party at the address it has designated below or to such other address as any party may from time to time designate to the others by notice given pursuant to this Section 9.1.

**City of Black Hawk**

Stephen N. Cole, City Manager - SCole@cityofblackhawk.org or current City Manager  
City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422

With copy to:

Corey Y. Hoffmann – cyhoffmann@hpwclaw.com  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 16<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202

**Gilpin County**

Abel Montoya – [amontoya@gilpincounty.ogc](mailto:amontoya@gilpincounty.ogc) or current County Manager

Gilpin County

P.O. Box 366

Central City, CO 80427

With Copy to:

Bradford R. Benning, County Attorney – [bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org) or current County Attorney

P.O. Box 366

Central City, CO 80427

Any party may change the address for notice by notice to the other Parties or person or firm designated as specified herein. Any such notice, demand, request or other communication shall be deemed to have been given upon such personal delivery, facsimile transmission, or three (3) days following when the same is mailed or sent by regular mail, or one (1) day following when the same is sent by overnight delivery.

9.2. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. It is specifically agreed that insolvency or bankruptcy of any party shall not terminate this Agreement.

9.3. Interpretation of Agreement. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree with the rule of construction that "ambiguities shall be construed against the drafter" shall not apply.

9.4. Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

9.5. Attorney Fees. Should any party employ attorneys to enforce against any other party hereto, any provisions hereof, or to protect its interest or recover damages from any other party hereto for breach of this Agreement, the non-prevailing party in any action or part thereof agrees to pay the prevailing party all reasonable costs, damages, and expenses, including attorney fees expended or incurred in connection therewith.

9.6. Invalidity of Terms. If any term, claim, clause or provision of this Agreement shall be judged to be invalid, the validity and effect of any other term, claim, clause or provision shall not be affected; and such invalid term, claim, clause or provision shall be deemed deleted from this Agreement in a manner to give effect to the remaining terms, claims, clauses or provisions.

9.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute

one and the same Agreement.

9.8. Authority. Each of the undersigned represents as to itself that each has the authority to execute this Agreement.

9.9. Forum Selection. Any action brought to enforce the terms and provisions of this Agreement or alleging a breach hereof shall be brought only in the District Court in Gilpin County, Colorado.

9.10. Consents/Approvals. Wherever this Agreement calls for the consent or approval of any party hereto, with respect to which consent or approval under this Agreement is not self-executing, in order to be effective, such consent or approval shall be in the form of a Resolution or Ordinance duly enacted by the City Council or the County Commissioners as appropriate.

9.11. Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matters herein set forth, and this Agreement only supersedes prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the Parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the Parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the Parties hereto agreeing to be bound thereby.

9.12. Boundary and Road Location Arbitration. It is mutually agreed and understood that the boundaries and Lake Gulch Road described may have not been surveyed and legal descriptions created to define the areas described herein may not have been prepared by a professional land surveyor. The areas defined have been created using Geographic Information System (GIS) data and mapping from Gilpin County's website. If the boundary line(s) become in dispute, it is mutually agreed that Black Hawk and Central City will solicit professional impartial arbitration and engage a professional surveyor to determine the boundary lines. The arbitrator shall be selected by mutual written consent of Central City and Black Hawk. It is mutually agreed that both Central and Black Hawk will accept the results of this arbitration, without appeal or a subsequent legal action in an effort to overturn the arbitrator's decision. Black Hawk and Central City shall be solely responsible for this undertaking. Gilpin County shall not have any financial obligations or liability related to these matters.

9.13. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below.

**CITY OF BLACK HAWK, COLORADO**

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

ATTEST: \_\_\_\_\_

Melissa Greiner, City Clerk

DATE: \_\_\_\_\_

**COUNTY OF GILPIN, COLORADO**

BY: Linda Isenhart  
Linda Isenhart, Chair

ATTEST: Sharon Cate  
Sharon Cate, Deputy to the Board of County Commissioners

DATE: April 22, 2021

# LAKE GULCH WHISKEY RESORT

## ANNEXATION EXHIBIT TO THE CITY OF BLACK HAWK

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO

EXHIBIT

A



**COBURN**  
ARCHITECTURE

2560 28th Street, Suite 200  
Boulder, Colorado  
p: 303-442-3351

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

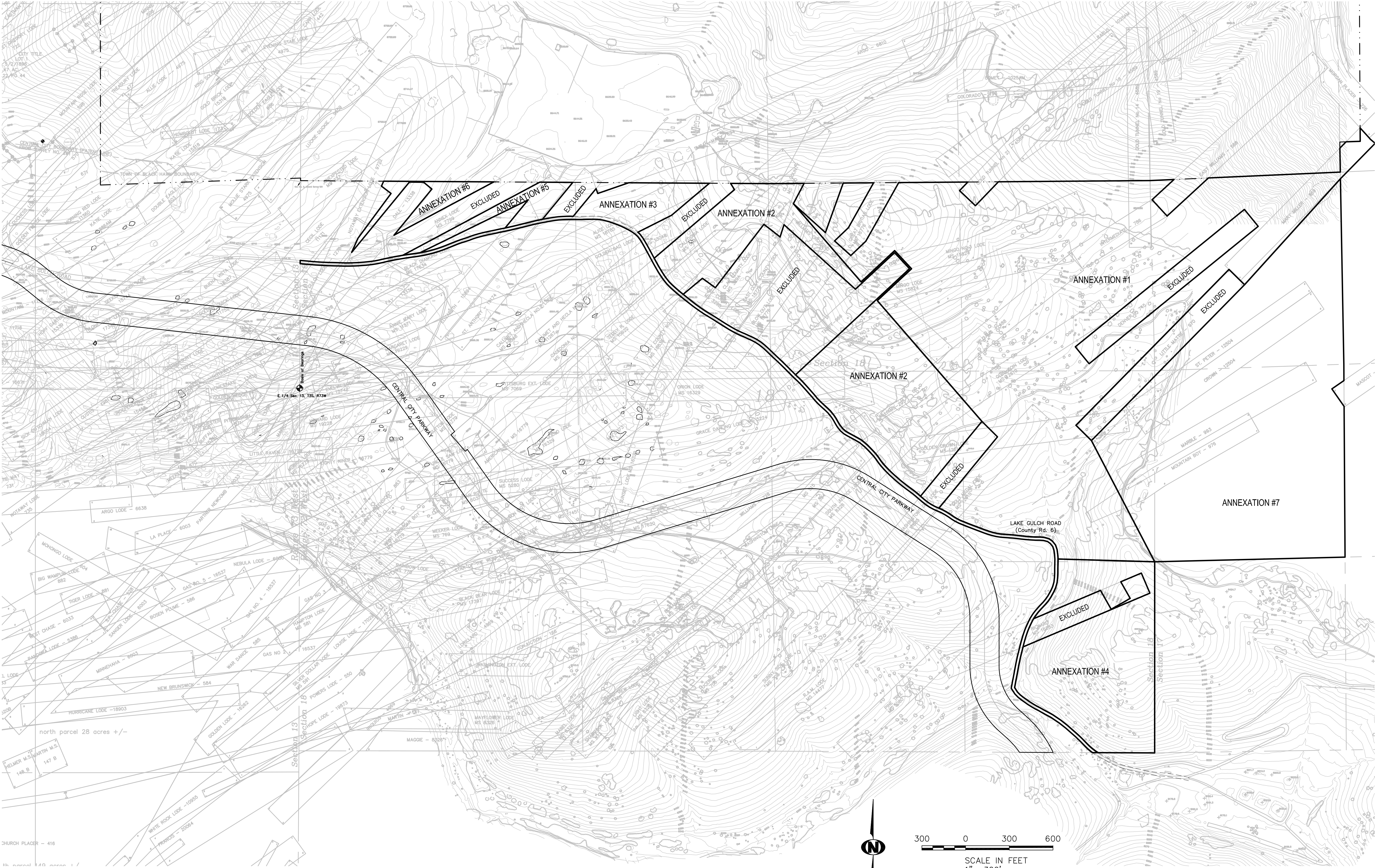


**TINCUP**  
MOUNTAIN WHISKEY

**DISTILLERY PROJECT**  
Black Hawk, Colorado

DISCLAIMER:  
THESE DOCUMENTS ARE PROVIDED BY  
COBURN ARCHITECTURE INC., FOR THE  
DESIGN INTENT OF THIS SPECIFIC PROJECT  
AND ONLY THIS PROJECT. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR ALL  
CONSTRUCTION COORDINATION, METHODS  
AND MATERIALS REQUIRED FOR THE  
SUCCESSFUL COMPLETION OF THE PROJECT.  
THIS INCLUDES BUT IS NOT LIMITED TO THE  
QUALITY OF WORKMANSHIP AND MATERIALS  
REQUIRED FOR EXECUTION OF THESE  
DOCUMENTS AND WORK OR MATERIALS  
SUPPLIED BY ANY SUBCONTRACTORS. ALL  
WORK SHALL COMPLY WITH GOVERNING  
CODES AND ORDINANCES. THE CONTRACTOR  
SHALL REVIEW AND UNDERSTAND ALL  
DOCUMENTS AND SHALL NOTIFY THE  
ARCHITECT IMMEDIATELY OF ANY  
DISCREPANCIES IN THE DRAWINGS, FIELD  
CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020



300 0 300 600

SCALE IN FEET  
1" = 300'

SHEET NO.

1 of 1

**ANNEXATION EXHIBIT -  
OVERALL**

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 1 TO THE CITY OF BLACK HAWK - Exhibit A

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO

### LEGAL DESCRIPTION

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 69° 30' 48" E a distance of 3,617.79 feet to the point of intersection of line 3–4 of the Clay County Lode, US Mineral Survey No. 360 with line 4–1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S 47° 53' 33" E along said line 4–1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3–2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N 19° 46' 26" E along said line 3–2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east–west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Boundary;

thence N 89° 32' 31" E along said east–west centerline of the NE ¼ a distance of 208.47 feet to the point of intersection with line 1–2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 29° 18' 00" W along said line 1–2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S 46° 17' 00" W along line 2–3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4–1 of said Williams Crossing Lode;

thence S 47° 53' 33" E along said line 4–1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6–7 of said Great Britian Lode;

thence N 46° 22' 45" E along said line 6–7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N 29° 19' 49" E along line 7–8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east–west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Boundary;

thence N 89° 32' 31" E along said east–west centerline of the NE ¼ a distance of 474.24 feet to the point of intersection with line 16–15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16–15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15–14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14–13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east–west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Boundary;

thence N 89° 32' 31" E along said east–west centerline of the NE ¼ a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east–west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3–2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3–2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2–1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1–4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east–west centerline of the NW ¼ of said Section 17;

thence N 87° 26' 32" E along said east–west centerline of the NW ¼ of said Section 17 a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north–south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk boundary a distance of 164.47 feet to the point of intersection with line 1–2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1–2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk boundary;

thence N 88° 00' 45" E along said City of Black Hawk boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk boundary a distance of 91.93 feet to the point of intersection with line 6–5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6–5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3–4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3–4 of said Mary Miller Lode a distance of 340.78 feet to the north–south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3–2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2–1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1–4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

(continued from left)

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;

2. N 07° 44' 55" W a distance of 32.64 feet;

3. N 18° 09' 05" W a distance of 33.14 feet;

4. N 38° 37' 56" W a distance of 34.32 feet;

5. N 53° 47' 50" W a distance of 29.23 feet;

6. N 75° 08' 14" W a distance of 35.56 feet;

7. N 85° 37' 54" W a distance of 30.90 feet;

8. S 89° 52' 43" W a distance of 27.50 feet;

9. N 87° 06' 51" W a distance of 30.91 feet;

10. N 85° 25' 50" W a distance of 33.32 feet;

11. N 83° 57' 02" W a distance of 32.67 feet;

12. N 82° 55' 20" W a distance of 27.68 feet;

13. N 84° 02' 37" W a distance of 25.81 feet;

14. N 85° 10' 50" W a distance of 29.44 feet;

15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;

17. N 81° 25' 50" W a distance of 28.60 feet;

18. N 76° 41' 49" W a distance of 29.15 feet;

19. N 73° 08' 35" W a distance of 28.55 feet;

20. N 70° 53' 21" W a distance of 28.11 feet;

21. N 69° 40' 34" W a distance of 29.60 feet;

22. N 69° 16' 06" W a distance of 30.58 feet;

23. N 69° 23' 51" W a distance of 31.51 feet;

24. N 69° 00' 03" W a distance of 30.04 feet;

25. N 67° 48' 40" W a distance of 31.55 feet;

26. N 68° 24' 20" W a distance of 27.25 feet;

27. N 62° 37' 03" W a distance of 29.46 feet;

28. N 58° 52' 53" W a distance of 25.03 feet;

29. N 54° 58' 57" W a distance of 28.04 feet;

30. N 57° 56' 49" W a distance of 30.20 feet;

31. N 61° 34' 17" W a distance of 32.80 feet;

32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1–4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1–4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4–3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning.

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 95.35 acres more or less.

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

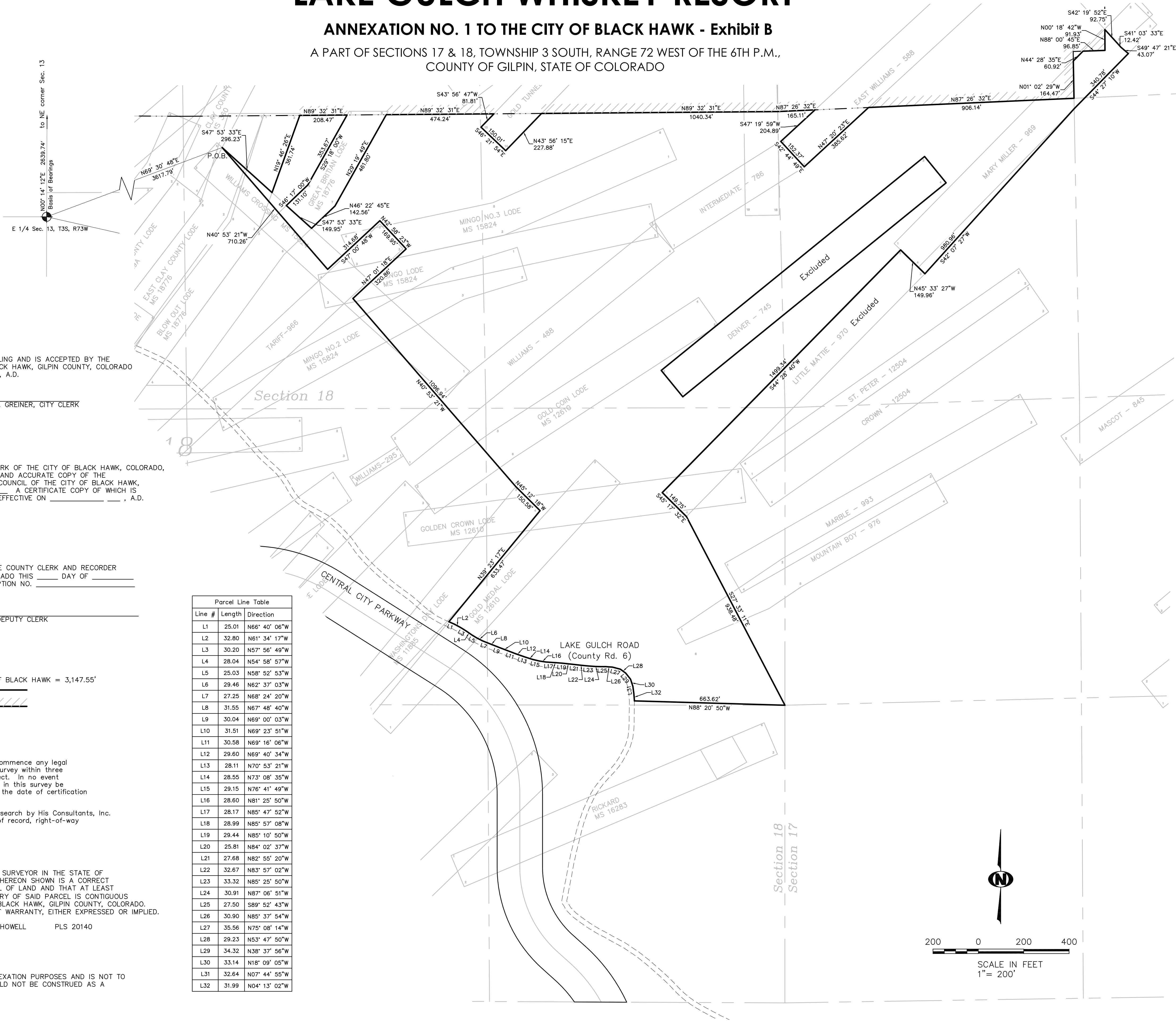
DISCLAIMER:  
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE INC., FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 1 TO THE CITY OF BLACK HAWK - Exhibit B

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO



### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_, A.D.

DAVID D. SPELLMAN MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER DEPUTY CLERK

### NOTES

TOTAL PERIMETER, THIS PLAT = 18,824.91'  
1/6 TOTAL PERIMETER = 3,137.49'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,147.55'  
DENOTES BOUNDARY OF LAND ANNEXED

DENOTES CONTIGUOUS CITY BOUNDARY

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

### SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

### NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

Parcel Line Table			
Line #	Length	Direction	
L1	25.01	N66° 40' 06"W	
L2	32.80	N61° 34' 17"W	
L3	30.20	N57° 56' 49"W	
L4	28.04	N54° 58' 57"W	
L5	25.03	N58° 52' 53"W	
L6	29.46	N62° 37' 03"W	
L7	27.25	N68° 24' 20"W	
L8	31.55	N67° 48' 40"W	
L9	30.04	N69° 00' 03"W	
L10	31.51	N69° 23' 51"W	
L11	30.58	N69° 16' 06"W	
L12	29.60	N69° 40' 34"W	
L13	28.11	N70° 53' 21"W	
L14	28.55	N73° 08' 35"W	
L15	29.15	N76° 41' 49"W	
L16	28.60	N81° 25' 50"W	
L17	28.17	N85° 47' 52"W	
L18	28.99	N85° 57' 08"W	
L19	29.44	N85° 10' 50"W	
L20	25.81	N84° 02' 37"W	
L21	27.68	N82° 55' 20"W	
L22	32.67	N83° 57' 02"W	
L23	33.32	N85° 25' 50"W	
L24	30.91	N87° 06' 51"W	
L25	27.50	S89° 52' 43"W	
L26	30.90	N85° 37' 54"W	
L27	35.56	N75° 08' 14"W	
L28	29.23	N53° 47' 50"W	
L29	34.32	N38° 37' 56"W	
L30	33.14	N18° 09' 05"W	
L31	32.64	N07° 44' 55"W	
L32	31.99	N04° 13' 02"W	

LEGAL DESCRIPTION

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

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 69° 30' 48" E a distance of 3,617.79 feet to the point of intersection of line 3—4 of the Clay County Lode, US Mineral Survey No. 360 with line 4—1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S 40° 53' 21" E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N 47° 00' 48" E a distance of 314.68 feet;

thence S 42° 58' 23" E a distance of 169.95 feet;

thence S 47° 01' 18" W a distance of 320.86 feet;

thence S 40° 53' 21" E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3—2 of said Washingtons Day Lode S 39° 23' 18" W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N 48° 28' 12" W a distance of 24.56 feet;

2. N 50° 23' 24" W a distance of 26.25 feet;

3. N 53° 50' 43" W a distance of 25.59 feet;

4. N 53° 43' 00" W a distance of 33.90 feet;

5. N 52° 37' 45" W a distance of 28.19 feet;

6. N 51° 12' 12" W a distance of 30.55 feet;

7. N 49° 32' 52" W a distance of 30.52 feet;

8. N 48° 21' 34" W a distance of 28.91 feet;

9. N 47° 37' 34" W a distance of 28.24 feet;

10. N 45° 09' 35" W a distance of 27.49 feet;

11. N 43° 31' 15" W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;

13. N 38° 01' 46" W a distance of 25.88 feet;

14. N 34° 08' 31" W a distance of 30.46 feet;

15. N 37° 44' 53" W a distance of 28.83 feet;

16. N 42° 43' 23" W a distance of 30.25 feet;

17. N 43° 58' 04" W a distance of 27.96 feet;

18. N 45° 20' 47" W a distance of 27.74 feet;

19. N 49° 06' 25" W a distance of 26.55 feet;

20. N 51° 35' 16" W a distance of 26.06 feet;

21. N 59° 58' 24" W a distance of 29.16 feet;

22. N 61° 25' 24" W a distance of 33.52 feet;

23. N 61° 44' 13" W a distance of 33.59 feet;

24. N 59° 21' 59" W a distance of 26.42 feet;

25. N 49° 29' 24" W a distance of 26.70 feet;

26. N 37° 52' 45" W a distance of 31.32 feet;

27. N 30° 56' 40" W a distance of 24.48 feet;

28. N 29° 24' 22" W a distance of 27.32 feet;

29. N 33° 48' 48" W a distance of 27.44 feet;

30. N 38° 52' 14" W a distance of 38.09 feet;

31. N 46° 02' 34" W a distance of 25.97 feet;

32. N 47° 57' 34" W a distance of 35.15 feet;

33. N 47° 25' 27" W a distance of 31.08 feet;

34. N 43° 51' 36" W a distance of 31.28 feet;

35. N 39° 40' 26" W a distance of 30.10 feet;

36. N 41° 30' 58" W a distance of 32.61 feet;

37. N 41° 29' 04" W a distance of 32.31 feet;

38. N 41° 52' 51" W a distance of 35.65 feet;

39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;

41. N 47° 16' 09" W a distance of 32.58 feet;

42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4—3 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along said line 4—3 of said Tariff Lode a distance of 1068.76 feet to corner No. 3 of said Tariff Lode;

thence N 42° 58' 23" W along line 3—2 of said Tariff Lode a distance of 149.95 feet to corner No. 2 of said Tariff lode;

thence S 47° 00' 48" W along line 2—1 of said Tariff Lode a distance of 367.57 feet to the point of intersection with line 2—3 of the Williams Lode, US Mineral Survey No. 15824;

thence N 47° 53' 26" W along said line 2—3 of said Williams Lode a distance of 660.81 feet to the point of intersection with line 6—5 of the East Clay County Lode, US Mineral Survey No. 18776;

thence S 17° 31' 51" W along said line 6—5 of said East Clay County Lode a distance of 88.60 feet to the point of intersection with line 3—2 of the Clay County Lode, US Mineral Survey No. 329A;

thence N 51° 26' 36" W along said line 3—2 of said Clay County Lode a distance of 26.56 feet to corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;

thence N 52° 11' 23" W along line 4—1 of said Clay County Lode, US Mineral Survey No. 360 a distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along line 2—1 of said Clay County Lode, US Mineral Survey No. 329A a distance of 547.96 feet to the point of intersection with line 4—1 of the Clay County Lode, US Mineral Survey No. 329B;

thence N 54° 01' 59" W along said line 4—1 of the Clay County Lode, US Mineral Survey No. 329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along line 1—2 of said Clay County Lode, US Mineral Survey No. 329B a distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 12 courses:

1. N 52° 05' 43" W a distance of 4.07 feet;

2. N 50° 32' 17" W a distance of 30.12 feet;

3. N 48° 45' 27" W a distance of 31.84 feet;

4. N 48° 19' 15" W a distance of 29.52 feet;

5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;

7. N 34° 37' 33" W a distance of 32.85 feet;

8. N 32° 21' 41" W a distance of 28.92 feet;

9. N 30° 53' 34" W a distance of 33.92 feet;

10. N 29° 02' 31" W a distance of 37.67 feet;

11. N 28° 29' 34" W a distance of 25.05 feet;

12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1—2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1—2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6—5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6—5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east—west centerline of said NW ¼ of said Section 18;

thence S 89° 38' 09" E along said east—west centerline of the NW ¼ and along the City of Black Hawk Boundary a distance of 258.49 feet to the N 1/16th corner on the north—south centerline of said Section 18;

thence N 89° 32' 31" E along the east—west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Boundary a distance of 246.17 feet to the point of intersection with line 3—4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3—4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4—1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 2 TO THE CITY OF BLACK HAWK - Exhibit A

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



**COBURN**  
ARCHITECTURE

2560 28th Street, Suite 200  
Boulder, Colorado  
p: 303-442-3351

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



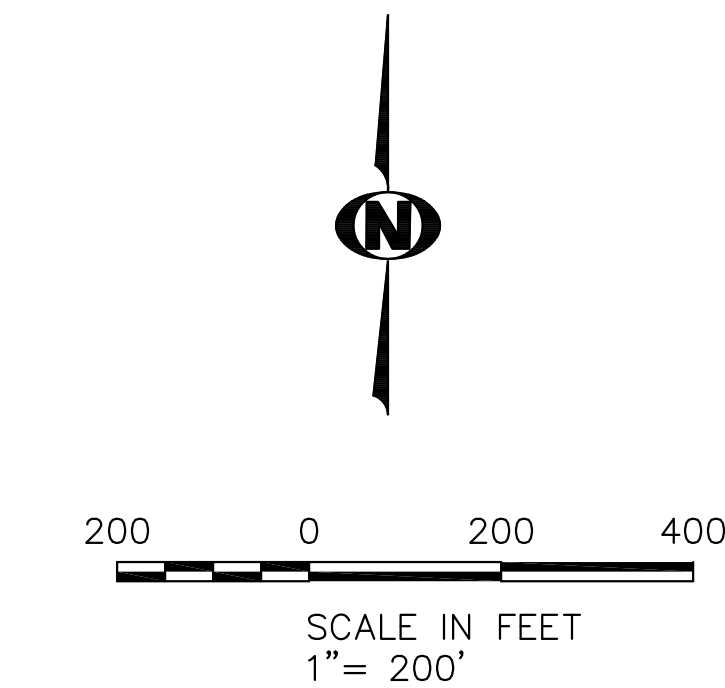
**TINCUP**  
MOUNTAIN WHISKEY

**DISTILLERY PROJECT**  
Black Hawk, Colorado

DISCLAIMER:  
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE INC., FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

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



THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE  
BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, A.D.

DAVID D. SPELLMAN                      MELISSA GREINER, CITY CLERK

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

CITY CLERK

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

GILPIN COUNTY CLERK AND RECORDER      DEPUTY CLERK

TOTAL PERIMETER, THIS PLAT = 9,549.19'  
1/6 TOTAL PERIMETER = 1,591.53'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,117.35'  
DENOTES BOUNDARY OF LAND ANNEXED                     

DENOTES CONTIGUOUS CITY BOUNDARY 

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

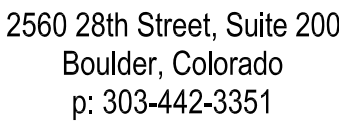
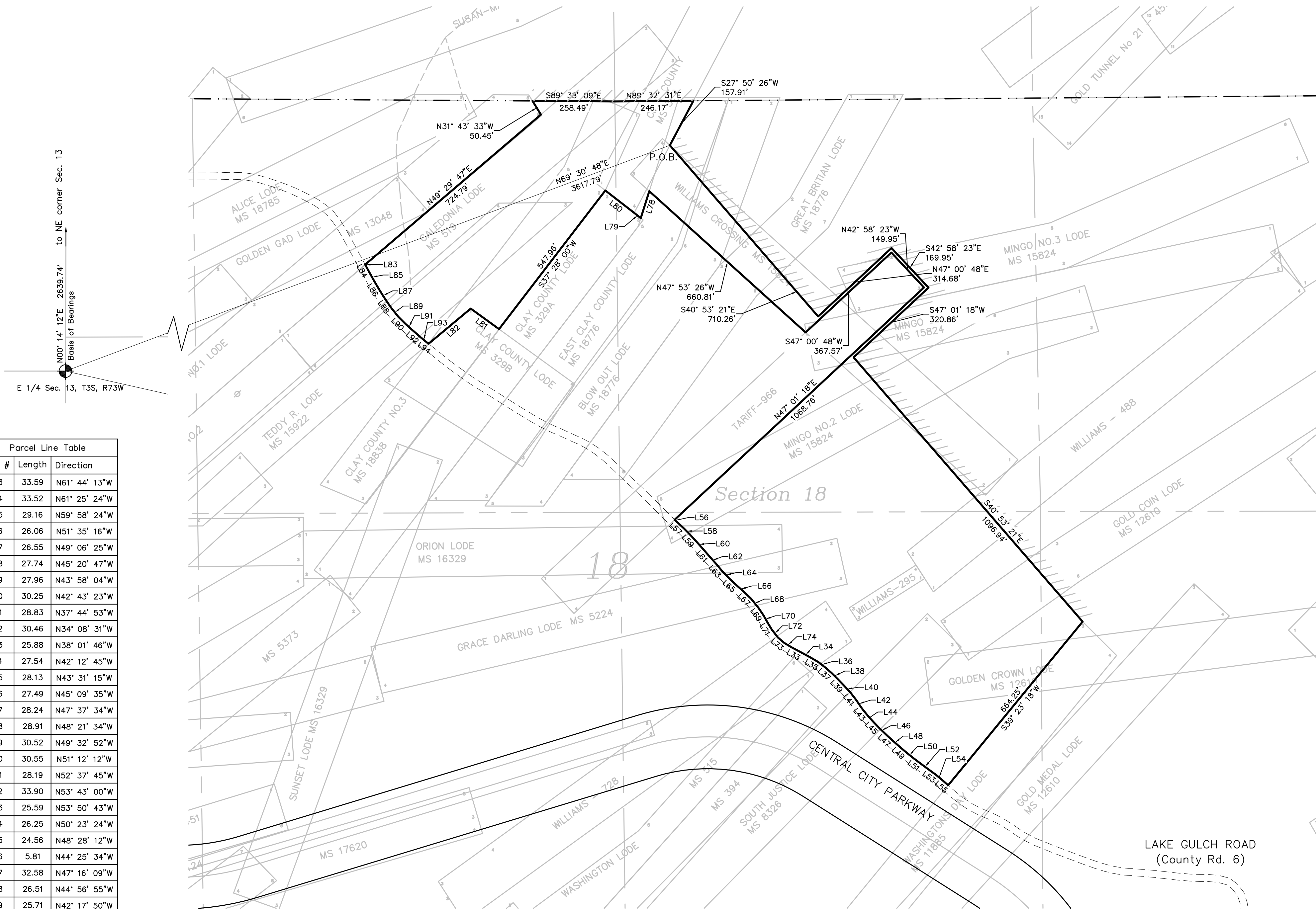
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE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

DOUGLAS L. HOWELL PLS 20140

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

Parcel Line Table			
Line #	Length	Direction	
L33	33.59	N61° 44'	13° W
L34	33.52	N61° 25'	24° W
L35	29.16	N59° 58'	24° W
L36	26.06	N51° 35'	16° W
L37	26.55	N46° 06'	25° W
L38	27.74	N45° 20'	47° W
L39	27.96	N43° 58'	04° W
L40	30.25	N42° 43'	23° W
L41	28.83	N37° 44'	53° W
L42	30.46	N34° 08'	31° W
L43	25.88	N38° 01'	46° W
L44	27.54	N42° 12'	45° W
L45	28.13	N43° 31'	15° W
L46	27.49	N45° 09'	35° W
L47	28.24	N47° 37'	34° W
L48	28.91	N48° 21'	34° W
L49	30.52	N49° 32'	52° W
L50	30.55	N51° 12'	12° W
L51	28.19	N52° 37'	45° W
L52	33.90	N53° 43'	00° W
L53	25.59	N53° 50'	40° W
L54	26.25	N50° 23'	24° W
L55	24.56	N48° 28'	12° W
L56	5.81	N44° 25'	34° W
L57	32.58	N47° 16'	09° W
L58	26.51	N44° 56'	55° W
L59	25.71	N42° 17'	50° W
L60	35.65	N41° 52'	51° W
L61	32.31	N41° 29'	04° W
L62	32.61	N41° 30'	58° W
L63	30.10	N39° 40'	26° W
L64	31.28	N43° 51'	36° W
L65	31.08	N47° 25'	27° W
L66	35.15	N47° 57'	34° W
L67	25.97	N46° 02'	14° W
L68	38.09	N38° 52'	34° W
L69	27.44	N33° 48'	48° W
L70	27.32	N29° 24'	22° W
L71	24.48	N30° 56'	40° W
L72	31.32	N37° 52'	45° W
L73	26.70	N49° 29'	24° W
L74	26.42	N59° 21'	59° W
L78	88.60	S17° 31'	51° W
L79	26.56	N51° 26'	36° W
L80	114.49	N52° 11'	23° W
L81	109.70	N54° 01'	59° W
L82	172.25	S50° 08'	44° W
L83	1.33	N28° 12'	54° W
L84	25.05	N28° 29'	54° W
L85	37.67	N29° 02'	31° W

Parcel Line Table		
Line #	Length	Direction
L86	33.92	N30° 53' 34"W
L87	28.92	N32° 21' 41"W
L88	32.85	N34° 37' 33"W
L89	34.04	N38° 27' 56"W
L90	32.08	N44° 59' 11"W
L91	29.52	N48° 19' 15"W
L92	31.84	N48° 45' 27"W
L93	30.12	N50° 32' 17"W
L94	4.07	N52° 05' 43"W



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



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CONSTRUCTION COORDINATION, METHODS  
AND MATERIALS REQUIRED FOR THE  
SUCCESSFUL COMPLETION OF THE PROJECT.  
THIS INCLUDES BUT IS NOT LIMITED TO THE  
OBTAINING OF ALL NECESSARY PERMITS  
REQUIRED FOR EXECUTION OF THESE  
DOCUMENTS AND WORK OR MATERIALS  
SUPPLIED BY ANY SUBCONTRACTORS, ALL  
WORK SHALL COMPLY WITH GOVERNING  
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REQUIREMENTS THAT SHALL BE  
THE ARCHITECT IMMEDIATELY OF ANY  
DISCREPANCIES IN THE DRAWINGS, FIELD  
CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE				
NO.	DESCRIPTION	AUTHOR	CHECKED	DATE
1	ANNEX SUBMITTAL			1.03.2020

SHEET No.

2 of 2  
ANNEXATION PLAT #2

## LEGAL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:  
Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description feet; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;  
2. S 85° 15' 25" E a distance of 35.41 feet;  
3. S 84° 42' 28" E a distance of 33.69 feet;  
4. S 85° 28' 19" E a distance of 32.03 feet;  
5. S 86° 21' 19" E a distance of 31.14 feet;  
6. S 87° 13' 04" E a distance of 29.82 feet;  
7. S 88° 23' 53" E a distance of 29.88 feet;  
8. S 88° 24' 09" E a distance of 34.66 feet;  
9. S 88° 22' 11" E a distance of 25.20 feet;  
10. S 88° 22' 02" E a distance of 36.97 feet;  
11. S 89° 43' 04" E a distance of 35.02 feet;  
12. N 88° 16' 44" E a distance of 36.59 feet;  
13. N 87° 31' 19" E a distance of 26.26 feet;  
14. N 85° 29' 19" E a distance of 27.58 feet;  
15. N 84° 48' 48" E a distance of 29.08 feet;  
16. N 84° 07' 35" E a distance of 28.85 feet;  
17. N 82° 03' 23" E a distance of 28.00 feet;  
18. N 78° 58' 54" E a distance of 26.68 feet;  
19. N 76° 54' 40" E a distance of 25.60 feet;  
20. N 77° 08' 36" E a distance of 25.05 feet;  
21. N 78° 10' 02" E a distance of 25.48 feet;  
22. N 78° 39' 54" E a distance of 37.64 feet;  
23. N 79° 54' 14" E a distance of 26.32 feet;  
24. N 80° 28' 29" E a distance of 26.01 feet;  
25. N 80° 13' 10" E a distance of 25.64 feet;  
26. N 82° 00' 47" E a distance of 25.87 feet;  
27. N 83° 11' 19" E a distance of 25.72 feet;  
28. N 81° 54' 30" E a distance of 25.51 feet;  
29. N 80° 36' 50" E a distance of 26.86 feet;  
30. N 77° 53' 04" E a distance of 25.17 feet;  
31. N 76° 30' 21" E a distance of 26.42 feet;  
32. N 74° 45' 58" E a distance of 26.43 feet;  
33. N 73° 10' 29" E a distance of 27.05 feet;  
34. N 71° 02' 53" E a distance of 28.52 feet;  
35. N 69° 29' 32" E a distance of 29.17 feet;  
36. N 68° 02' 26" E a distance of 28.70 feet;  
37. N 68° 11' 55" E a distance of 28.34 feet;  
38. N 68° 11' 21" E a distance of 28.58 feet;  
39. N 70° 17' 29" E a distance of 27.99 feet;  
40. N 72° 23' 23" E a distance of 26.42 feet;  
41. N 72° 28' 10" E a distance of 26.21 feet;  
42. N 68° 41' 24" E a distance of 27.08 feet;  
43. N 71° 51' 48" E a distance of 27.85 feet;  
44. N 74° 45' 31" E a distance of 27.76 feet;  
45. N 75° 42' 50" E a distance of 28.93 feet;  
46. N 77° 13' 39" E a distance of 28.52 feet;  
47. N 78° 51' 11" E a distance of 28.58 feet;  
48. N 78° 32' 38" E a distance of 26.85 feet;  
49. N 76° 41' 51" E a distance of 25.03 feet;  
50. N 78° 17' 58" E a distance of 29.12 feet;  
51. N 78° 11' 27" E a distance of 5.49 feet;  
52. N 77° 38' 35" E a distance of 34.79 feet;  
53. N 77° 18' 33" E a distance of 34.86 feet;  
54. N 76° 11' 24" E a distance of 34.36 feet;  
55. N 76° 19' 36" E a distance of 34.21 feet;  
56. N 75° 55' 53" E a distance of 32.92 feet;  
57. N 75° 45' 56" E a distance of 33.64 feet;  
58. N 77° 56' 07" E a distance of 54.90 feet;  
59. N 79° 21' 17" E a distance of 32.59 feet;  
60. N 79° 51' 30" E a distance of 30.19 feet;  
61. N 81° 04' 54" E a distance of 30.69 feet;  
62. N 82° 42' 42" E a distance of 26.71 feet;  
63. N 85° 59' 16" E a distance of 29.83 feet;  
64. N 87° 30' 36" E a distance of 25.59 feet;  
65. N 89° 45' 47" E a distance of 26.85 feet;  
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;  
thence N 39° 31' 37" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;  
thence S 18° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;  
thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18, the City of Black Hawk Boundary,  
thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden God Lode, US Mineral Survey No. 13048;  
thence S 49° 45' 10" W along said line 4-3 of said Golden God Lode a distance of 340.06 feet to corner No. 3 of said Golden God Lode;  
thence S 63° 17' 40" W along line 3-2 of said Golden God Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;  
thence along said easterly edge of Lake Gulch Road the following 181 courses:  
79. S 47° 36' 27" E a distance of 20.45 feet;  
80. S 37° 01' 46" E a distance of 33.69 feet;  
81. S 31° 20' 23" E a distance of 35.62 feet;  
82. S 29° 21' 33" E a distance of 35.80 feet;  
83. S 28° 33' 24" E a distance of 35.14 feet;  
84. S 28° 15' 54" E a distance of 26.48 feet;  
85. S 28° 12' 54" E a distance of 25.97 feet;  
86. S 28° 29' 34" E a distance of 25.05 feet;  
87. S 29° 02' 31" E a distance of 37.67 feet;  
88. S 30° 13' 34" E a distance of 33.92 feet;  
89. S 32° 21' 41" E a distance of 28.92 feet;  
90. S 34° 37' 33" E a distance of 32.85 feet;  
91. S 38° 27' 56" E a distance of 34.04 feet;  
92. S 44° 59' 11" E a distance of 32.08 feet;  
93. S 48° 19' 15" E a distance of 29.52 feet;  
94. S 48° 45' 27" E a distance of 31.84 feet;  
95. S 50° 32' 17" E a distance of 30.12 feet;  
96. S 52° 05' 43" E a distance of 32.15 feet;  
97. S 51° 09' 16" E a distance of 29.84 feet;  
98. S 51° 16' 35" E a distance of 28.26 feet;  
99. S 53° 32' 16" E a distance of 26.81 feet;  
100. S 54° 36' 48" E a distance of 27.25 feet;  
101. S 54° 32' 13" E a distance of 32.80 feet;  
102. S 57° 04' 54" E a distance of 26.24 feet;  
103. S 58° 48' 15" E a distance of 27.12 feet;  
104. S 58° 36' 20" E a distance of 29.13 feet;  
105. S 57° 16' 49" E a distance of 30.45 feet;  
106. S 57° 52' 07" E a distance of 29.57 feet;  
107. S 57° 47' 48" E a distance of 29.54 feet;  
108. S 58° 32' 09" E a distance of 30.64 feet;  
109. S 58° 55' 55" E a distance of 31.93 feet;  
110. S 60° 47' 03" E a distance of 32.05 feet;  
111. S 64° 12' 09" E a distance of 30.05 feet;  
112. S 66° 59' 32" E a distance of 31.36 feet;  
113. S 64° 57' 54" E a distance of 31.74 feet;  
114. S 66° 27' 41" E a distance of 30.74 feet;  
115. S 62° 36' 41" E a distance of 31.24 feet;  
116. S 56° 45' 33" E a distance of 32.71 feet;  
117. S 52° 10' 08" E a distance of 34.04.02 feet;  
118. S 47° 33' 12" E a distance of 35.06 feet;  
119. S 46° 14' 32" E a distance of 33.54 feet;  
120. S 46° 05' 49" E a distance of 31.95 feet;  
121. S 47° 24' 34" E a distance of 33.28 feet;

(cont'd from left)

122. S 46° 33' 23" E a distance of 34.15 feet;  
123. S 45° 20' 14" E a distance of 34.73 feet;  
124. S 45° 08' 49" E a distance of 33.04 feet;  
125. S 45° 18' 29" E a distance of 32.28 feet;  
126. S 44° 25' 34" E a distance of 31.87 feet;  
127. S 47° 16' 09" E a distance of 32.58 feet;  
128. S 44° 56' 55" E a distance of 26.51 feet;  
129. S 42° 17' 50" E a distance of 25.71 feet;  
130. S 41° 52' 51" E a distance of 35.65 feet;  
131. S 41° 29' 04" E a distance of 32.31 feet;  
132. S 41° 30' 58" E a distance of 32.61 feet;  
133. S 39° 40' 26" E a distance of 30.10 feet;  
134. S 43° 51' 36" E a distance of 31.28 feet;  
135. S 47° 23' 29" E a distance of 32.08 feet;  
136. S 47° 57' 34" E a distance of 35.15 feet;  
137. S 46° 02' 34" E a distance of 25.97 feet;  
138. S 38° 52' 14" E a distance of 38.09 feet;  
139. S 33° 48' 48" E a distance of 27.44 feet;  
140. S 29° 24' 22" E a distance of 27.32 feet;  
141. S 30° 56' 40" E a distance of 24.48 feet;  
142. S 37° 52' 45" E a distance of 31.32 feet;  
143. S 49° 29' 24" E a distance of 26.70 feet;  
144. S 59° 21' 59" E a distance of 26.42 feet;  
145. S 61° 44' 13" E a distance of 33.59 feet;  
146. S 61° 25' 24" E a distance of 33.52 feet;  
147. S 59° 58' 24" E a distance of 29.16 feet;  
148. S 51° 35' 16" E a distance of 26.06 feet;  
149. S 49° 06' 25" E a distance of 26.55 feet;  
150. S 45° 20' 47" E a distance of 27.74 feet;  
151. S 43° 58' 04" E a distance of 27.96 feet;  
152. S 42° 43' 23" E a distance of 30.25 feet;  
153. S 37° 44' 53" E a distance of 28.83 feet;  
154. S 34° 08' 31" E a distance of 30.46 feet;  
155. S 38° 01' 46" E a distance of 25.88 feet;  
156. S 42° 12' 45" E a distance of 27.54 feet;  
157. S 43° 31' 15" E a distance of 28.13 feet;  
158. S 45° 09' 35" E a distance of 27.49 feet;  
159. S 47° 37' 34" E a distance of 28.24 feet;  
160. S 48° 21' 34" E a distance of 28.91 feet;  
161. S 49° 32' 52" E a distance of 30.52 feet;  
162. S 51° 12' 12" E a distance of 30.55 feet;  
163. S 52° 37' 45" E a distance of 28.19 feet;  
164. S 53° 41' 00" E a distance of 33.90 feet;  
165. S 53° 50' 43" E a distance of 25.59 feet;  
166. S 50° 23' 24" E a distance of 26.25 feet;  
167. S 48° 28' 12" E a distance of 27.86 feet;  
168. S 48° 55' 48" E a distance of 29.88 feet;  
169. S 51° 44' 53" E a distance of 28.55 feet;  
170. S 56° 10' 53" E a distance of 31.14 feet;  
171. S 62° 17' 04" E a distance of 31.05 feet;  
172. S 66° 41' 03" E a distance of 25.85 feet;  
173. S 66° 40' 06" E a distance of 27.06 feet;  
174. S 61° 34' 17" E a distance of 32.80 feet;  
175. S 57° 56' 49" E a distance of 30.20 feet;  
176. S 54° 58' 57" E a distance of 28.04 feet;  
177. S 58° 52' 53" E a distance of 25.03 feet;  
178. S 62° 37' 03" E a distance of 29.46 feet;  
179. S 68° 24' 20" E a distance of 27.25 feet;  
180. S 67° 48' 40" E a distance of 31.55 feet;  
181. S 69° 00' 03" E a distance of 30.04 feet;  
182. S 62° 23' 51" E a distance of 31.51 feet;  
183. S 69° 16' 06" E a distance of 30.58 feet;  
184. S 69° 40' 34" E a distance of 29.60 feet;  
185. S 70° 53' 21" E a distance of 28.11 feet;  
186. S 73° 08' 35" E a distance of 28.55 feet;  
187. S 76° 41' 49" E a distance of 29.15 feet;  
188. S 81° 25' 50" E a distance of 28.60 feet;  
189. S 85° 47' 52" E a distance of 28.17 feet;  
190. S 85° 57' 08" E a distance of 28.99 feet;  
191. S 85° 10' 50" E a distance of 29.44 feet;  
192. S 84° 02' 37" E a distance of 25.81 feet;  
193. S 82° 63' 20" E a distance of 27.68 feet;  
194. S 83° 57' 02" E a distance of 32.67 feet;  
195. S 85° 25' 50" E a distance of 33.32 feet;  
196. S 87° 06' 51" E a distance of 30.91 feet;  
197. N 89° 52' 43" E a distance of 27.50 feet;  
198. S 85° 37' 54" E a distance of 30.90 feet;  
199. S 75° 08' 14" E a distance of 35.56 feet;  
200. S 53° 47' 50" E a distance of 29.23 feet;  
201. S 38° 37' 56" E a distance of 34.32 feet;  
202. S 18° 09' 05" E a distance of 33.14 feet;  
203. S 07° 44' 55" E a distance of 32.64 feet;  
204. S 04° 13' 02" E a distance of 31.99 feet;  
205. S 00° 41' 58" W a distance of 31.57 feet;  
206. S 01° 13' 29" W a distance of 32.44 feet;  
207. S 00° 03' 20" E a distance of 32.16 feet;  
208. S 02° 47' 46" W a distance of 28.30 feet;  
209. S 06° 12' 17" W a distance of 38.26 feet;  
210. S 16° 11' 42" W a distance of 37.16 feet;  
211. S 24° 29' 21" W a distance of 29.34 feet;  
212. S 28° 41' 22" W a distance of 45.06 feet;  
213. S 34° 24' 43" W a distance of 30.28 feet;  
214. S 40° 01' 56" W a distance of 30.05 feet;  
215. S 43° 22' 45" W a distance of 38.41 feet;  
216. S 41° 40' 02" W a distance of 34.91 feet;  
217. S 37° 13' 45" W a distance of 32.47 feet;  
218. S 31° 34' 31" W a distance of 32.66 feet;  
219. S 26° 02' 44" W a distance of 35.71 feet;  
220. S 24° 24' 12" W a distance of 32.11 feet;  
221. S 20° 02' 45" W a distance of 28.30 feet;  
222. S 19° 00' 54" W a distance of 35.03 feet;  
223. S 15° 53' 59" W a distance of 32.80 feet;  
224. S 13° 56' 52" W a distance of 28.35 feet;  
225. S 13° 41' 03" W a distance of 27.80 feet;  
226. S 14° 06' 12" W a distance of 47.10 feet;  
227. S 11° 45' 46" W a distance of 29.86 feet;  
228. S 13° 18' 52" W a distance of 15.92 feet;  
229. S 10° 22' 47" W a distance of 30.16 feet;  
230. S 09° 29' 42" W a distance of 30.12 feet;  
231. S 11° 50' 43" W a distance of 31.40 feet;  
232. S 11° 03' 12" W a distance of 31.62 feet;  
233. S 10° 04' 56" W a distance of 25.34 feet;  
234. S 11° 08' 36" W a distance of 19.58 feet;  
235. S 33° 47' 37" E a distance of 7.58 feet;  
236. S 32° 05' 32" E a distance of 27.59 feet;  
237. S 44° 08' 01" E a distance of 29.13 feet;  
238. S 52° 04' 36" E a distance of 27.04 feet;  
239. S 54° 37' 49" E a distance of 25.73 feet;  
240. S 54° 46' 58" E a distance of 26.38 feet;  
241. S 58° 03' 45" E a distance of 30.82 feet;  
242. S 59° 18' 04" E a distance of 25.17 feet;  
243. S 63° 19' 05" E a distance of 29.27 feet;  
244. S 60° 16' 48" E a distance of 30.28 feet;  
245. S 61° 39' 09" E a distance of 33.01 feet;  
246. S 61° 28' 38" E a distance of 33.37 feet;  
247. S 55° 46' 17" E a distance of 29.95 feet;  
248. S 56° 17' 05" E a distance of 38.86 feet;

(cont'd from left)

253. S 51° 45' 51" E a distance of 57.67 feet;  
254. S 48° 44' 08" E a distance of 91.48 feet;  
255. S 45° 53' 24" E a distance of 48.20 feet;  
256. S 43° 37' 26" E a distance of 41.87 feet;  
257. S 45° 38' 04" E a distance of 24.91 feet;  
258. S 49° 36' 04" E a distance of 29.00 feet;  
259. S 53° 53' 44" E a distance of 30.11 feet;  
260. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;  
thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;  
thence along said westerly and southerly edge of said Lake Gulch Road the following 260 courses:  
1. N 53° 53' 44" W a distance of 14.21 feet;  
2. N 49° 36' 04" W a distance of 30.59 feet;  
3. N 45° 38' 04" W a distance of 26.06 feet;  
4. N 43° 37' 26" W a distance of 41.82 feet;  
5. N 45° 53' 24" W a distance of 47.21 feet;  
6. N 48° 44' 08" W a distance of 90.36 feet;  
7. N 51° 45' 51" W a distance of 56.22 feet;  
8. N 56° 17' 05" W a distance of 38.09 feet;  
9. N 55° 46' 17" W a distance of 28.96 feet;  
10. N 61° 28' 38" W a distance of 32.24 feet;  
11. N 61° 39' 09" W a distance of 33.24 feet;  
12. N 60° 16' 48" W a distance of 29.96 feet;  
13. N 63° 19' 05" W a distance of 29.48 feet;  
14. N 59° 18' 04" W a distance of 26.18 feet;  
15. N 58° 03' 45" W a distance of 31.69 feet;  
16. N 54° 46' 58" W a distance of 27.04 feet;  
17. N 54° 37' 49" W a distance of 26.25 feet;  
18. N 52° 04' 36" W a distance of 29.05 feet;  
19. N 44° 08' 01" W a distance of 32.98 feet;  
20. N 32° 05' 32" W a distance of 29.58 feet;  
21. N 33° 47' 37" W a distance of 16.35 feet;  
22. N 11° 08' 36" E a distance of 28.47 feet;  
23. N 10° 04' 56" E a distance of 25.32 feet;  
24. N 11° 03' 12" E a distance of 31.96 feet;  
25. N 11° 50' 43" W a distance of 31.10 feet;  
26. N 09° 29' 42" E a distance of 29.84 feet;  
27. N 10° 22' 47" E a distance of 30.89 feet;  
28. N 13° 18' 52" E a distance of 16.19 feet;  
29. N 11° 45' 46" E a distance of 30.01 feet;  
30. N 14° 06' 12" E a distance of 47.47 feet;  
31. N 13° 41' 03" E a distance of 27.77 feet;  
32. N 13° 56' 52" E a distance of 28.78 feet;  
33. N 15° 53' 59" E a distance of 33.77 feet;  
34. N 19° 00' 54" E a distance of 35.82 feet;  
35. N 20° 02' 45" E a distance of 29.34 feet;  
36. N 24° 24' 12" E a distance of 33.26 feet;  
37. N 28° 02' 44" E a distance of 37.09 feet;  
38. N 31° 34' 31" E a distance of 34.81 feet;  
39. N 37° 13' 45" E a distance of 34.41 feet;  
40. N 41° 40' 02" E a distance of 36.10 feet;  
41. N 43° 22' 45" E a distance of 38.09 feet;  
42. N 40° 01' 56" E a distance of 28.32 feet;  
43. N 34° 24' 43" E a distance of 28.10 feet;  
44. N 28° 41' 22" E a distance of 43.15 feet;  
45. N 24° 29' 21" E a distance of 26.96 feet;  
46. N 16° 17' 42" E a distance of 33.64 feet;  
47. N 06° 12' 17" E a distance of 35.66 feet;  
48. N 02° 47' 46" E a distance of 27.09 feet;  
49. N 00° 03' 20" W a distance of 31.86 feet;  
50. N 01° 13' 29" E a distance of 32.59 feet;  
51. N 00° 41' 58" E a distance of 30.52 feet;  
52. N 04° 13' 02" W a distance of 30.37 feet;  
53. N 07° 44' 55" W a distance of 29.96 feet;  
54. N 18° 09' 05" W a distance of 27.17 feet;  
55. N 38° 37' 56" W a distance of 27.41 feet;  
56. N 53° 47' 50" W a distance of 22.16 feet;  
57. N 75° 08' 14" W a distance of 29.40 feet;  
58. N 85° 37' 54" W a distance of 28.02 feet;  
59. N 89° 52' 43" W a distance of 27.21 feet;  
60. N 87° 06' 51" W a distance of 31.81 feet;  
61. N 85° 25' 50" W a distance of 33.93 feet;  
62. N 83° 57' 02" W a distance of 33.15 feet;  
63. N 82° 55' 20" W a distance of 27.67 feet;  
64. N 84° 02' 37" W a distance of 25.38 feet;  
65. N 85° 10' 50" W a distance of 29.07 feet;  
66. N 85° 57' 08" W a distance of 28.87 feet;  
67. N 85° 47' 52" W a distance of 29.04 feet;  
68. N 81° 25' 50" W a distance of 30.35 feet;  
69. N 76° 41' 49" W a distance of 30.74 feet;  
70. N 73° 08' 35" W a distance of 29.67 feet;  
71. N 70° 53' 21" W a distance of 26.78 feet;  
72. N 69° 40' 34" W a distance of 29.91 feet;  
73. N 69° 16' 06" W a distance of 30.63 feet;  
74. N 69° 23' 51" W a distance of 31.56 feet;  
75. N 69° 00' 03" W a distance of 30.35 feet;  
76. N 67° 48' 40" W a distance of 31.66 feet;  
77. N 68° 24' 20" W a distance of 28.25 feet;  
78. N 62° 37' 03" W a distance of 31.29 feet;  
79. N 58° 52' 53" W a distance of 26.50 feet;  
80. N 54° 58' 57" W a distance of 28.22 feet;  
81. N 57° 56' 49" W a distance of 28.94 feet;  
82. N 61° 34' 17" W a distance of 31.12 feet;  
83. N 66° 40' 06" W a distance of 26.08 feet;  
84. N 66° 41' 03" W a distance of 26.69 feet;  
85. N 62° 17' 04" W a distance of 33.06 feet;  
86. N 56° 10' 53" W a distance of 33.17 feet;  
87. N 51° 44' 53" W a distance of 29.94 feet;  
88. N 48° 55' 48" W a distance of 30.51 feet;  
89. N 48° 28' 12" W a distance of 27.58 feet;  
90. N 50° 23' 24" W a distance of 25.21 feet;  
91. N 53° 50' 43" W a distance of 24.95 feet;  
92. N 53° 43' 00" W a distance of 34.13 feet;  
93. N 52° 37' 45" W a distance of 28.67 feet;  
94. N 51° 12' 12" W a distance of 31.14 feet;  
95. N 49° 32' 52" W a distance of 31.07 feet;  
96. N 48° 21' 34" W a distance of 29.28 feet;  
97. N 47° 37' 34" W a distance of 28.86 feet;  
98. N 45° 09' 35" W a distance of 28.28 feet;  
99. N 43° 31' 15" W a distance of 28.69 feet;  
100. N 42° 12' 45" W a distance of 28.59 feet;  
101. N 38° 01' 46" W a distance of 27.43 feet;  
102. N 34° 08' 31" W a distance of 30.52 feet;  
103. N 37° 44' 53" W a distance of 27.18 feet;  
104. N 42° 43' 23" W a distance of 29.05 feet;  
105. N 43° 58' 04" W a distance of 27.46 feet;  
106. N 45° 20' 7" W a distance of 26.75 feet;  
107. N 49° 06' 25" W a distance of 25.35 feet;  
108. N 51° 35' 16" W a distance of 23.97 feet;  
109. N 59° 58' 24" W a distance of 27.27 feet;  
110. N 61° 25' 24" W a distance of 33.19 feet;  
111. N 61° 44' 13" W a distance of 33.99 feet;

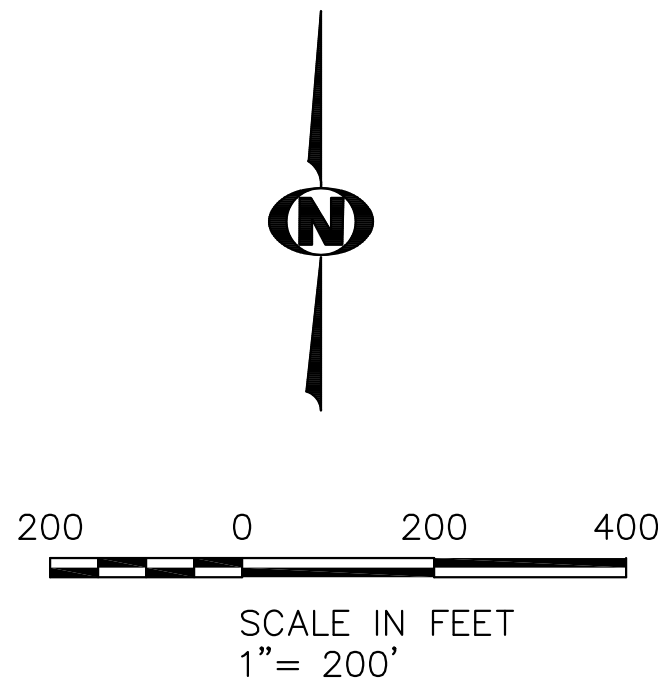
(cont'd from left)

112. N 59° 21' 59" W a distance of 28.78 feet;  
113. N 49° 29' 24" W a distance of 30.84 feet;  
114. N 37° 52' 45" W a distance of 34.89 feet;  
115. N 30° 56' 40" W a distance of 26.10 feet;  
116. N 29° 24' 22" W a distance of 26.77 feet;  
117. N 33° 48' 48" W a distance of 25.62 feet;  
118. N 38° 52' 14" W a distance of 35.74 feet;  
119. N 46° 02' 34" W a distance of 24.23 feet;  
120. N 47° 57' 34" W a distance of 34.88 feet;  
121. N 47° 25' 27" W a distance of 31.87 feet;  
122. N 43° 51' 36" W a distance of 32.77 feet;  
123. N 39° 40' 26" W a distance of 30.55 feet;  
124. N 41° 30' 58" W a distance of 32.25 feet;  
125. N 41° 29' 04" W a distance of 32.24 feet;  
126. N 41° 52' 51" W a distance of 35.49 feet;  
127. N 42° 17

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit B, 1 of 3

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



### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_, A.D.

DAVID D. SPELLMAN \_\_\_\_\_ MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

CITY CLERK \_\_\_\_\_

### CLERK AND RECORDER'S CERTIFICATE

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

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

### NOTES

TOTAL PERIMETER, THIS PLAT = 16,957.99'  
1/6 TOTAL PERIMETER = 2,826.33'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,039.24'  
DENOTES BOUNDARY OF LAND ANNEXED

DENOTES CONTIGUOUS CITY BOUNDARY

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

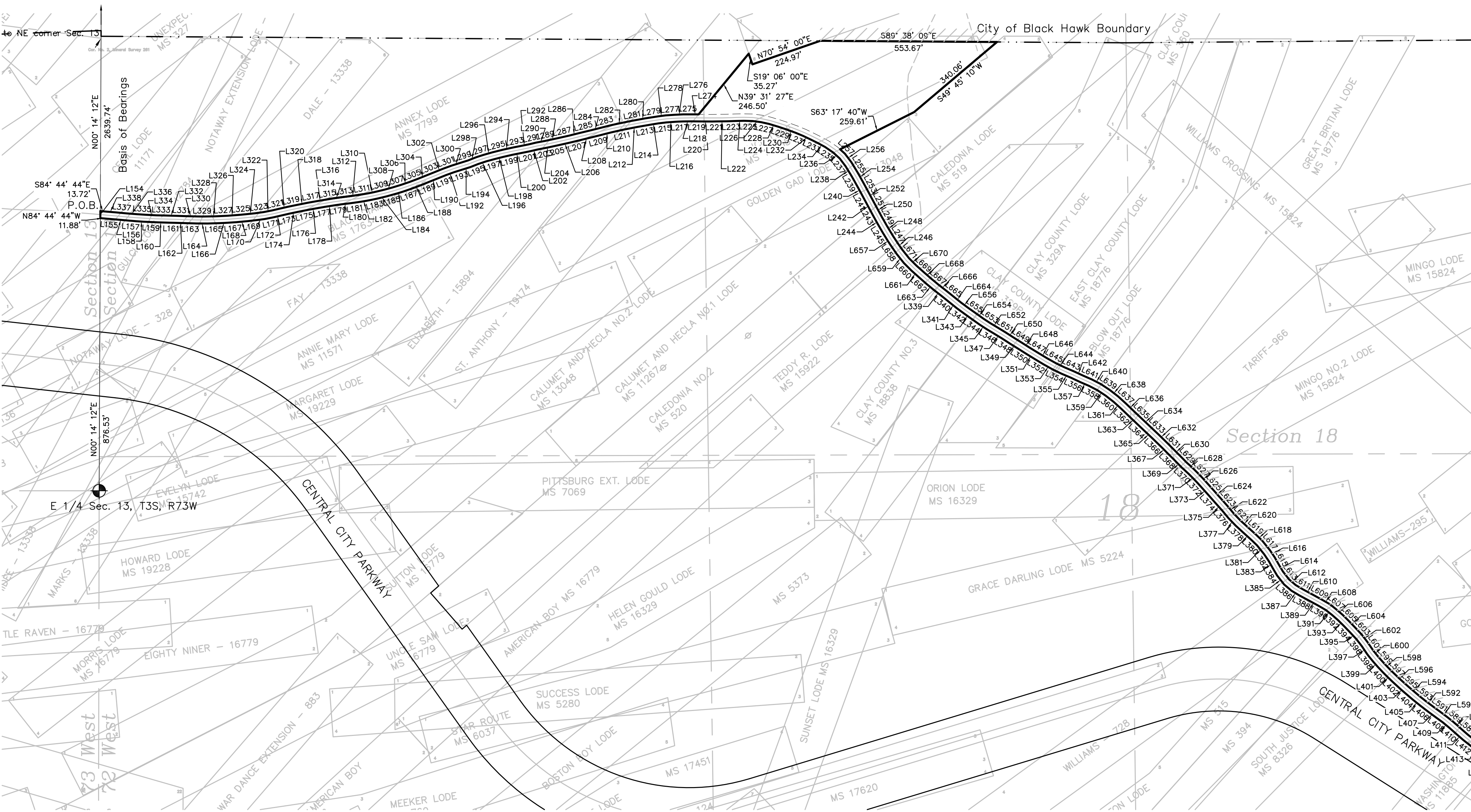
### SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

### NOTICE

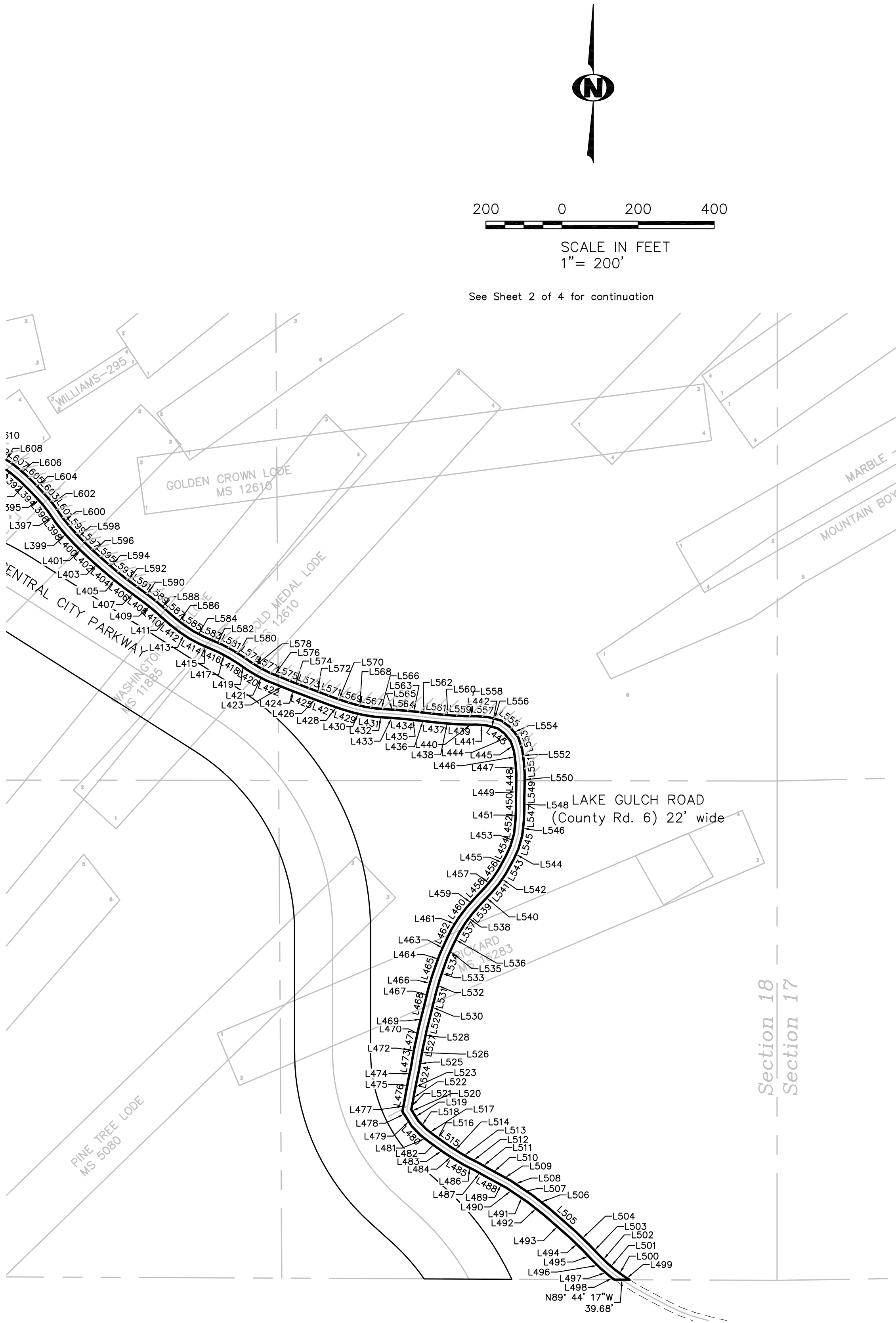
THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.



# LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit B, 2 of 3

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



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



**DISTILLERY PROJECT**  
Black Hawk, Colorado

DISCLAIMER:  
THESE DOCUMENTS ARE PROVIDED BY  
COBURN ARCHITECTURE INC., FOR THE  
DESIGN INTENT OF THIS SPECIFIC PROJECT  
AND ONLY THIS PROJECT. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR ALL  
CONSTRUCTION COORDINATION, METHODS  
AND MATERIALS REQUIRED FOR THE  
SUCCESSFUL COMPLETION OF THE PROJECT.  
THIS INCLUDES BUT IS NOT LIMITED TO THE  
QUALITY OF WORKMANSHIP AND MATERIALS  
REQUIRED FOR EXECUTION OF THESE  
DOCUMENTS AND WORK OR MATERIALS  
SUPPLIED BY ANY SUBCONTRACTORS. ALL  
WORK SHALL COMPLY WITH GOVERNING  
CODES AND ORDINANCES. THE CONTRACTOR  
SHALL REVIEW AND UNDERSTAND ALL  
DOCUMENTS AND SHALL NOTIFY THE  
ARCHITECT IMMEDIATELY OF ANY  
DISCREPANCIES IN THE DRAWINGS, FIELD  
CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit B, 3 of 3

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

Parcel Line Table		
Line #	Length	Direction
L154	22.08	N00° 14' 12"E
L155	35.41	N85° 15' 25"W
L156	33.73	N84° 42' 28"W
L157	32.34	N85° 28' 26"W
L158	31.47	N86° 21' 19"W
L159	30.21	N87° 13' 04"W
L160	29.41	N88° 23' 53"W
L161	34.65	N88° 24' 09"W
L162	25.20	N88° 22' 11"W
L163	37.23	N88° 22' 02"W
L164	35.66	N89° 43' 04"W
L165	37.12	S88° 16' 44"W
L166	26.80	S87° 31' 19"W
L167	28.10	S85° 29' 19"W
L168	29.34	S84° 48' 46"W
L169	29.37	S84° 07' 35"W
L170	28.99	S82° 03' 23"W
L171	27.66	S78° 58' 54"W
L172	25.95	S76° 54' 40"W
L173	25.31	S77° 08' 36"W
L174	25.19	S78° 10' 02"W
L175	37.31	S78° 39' 54"W
L176	25.97	S79° 54' 14"W
L177	25.95	S80° 28' 29"W
L178	25.35	S80° 13' 10"W
L179	25.30	S82° 00' 47"W
L180	25.74	S83° 11' 19"W
L181	26.00	S81° 54' 30"W
L182	37.64	S80° 36' 50"W
L183	25.96	S77° 53' 04"W
L184	27.01	S76° 30' 21"W
L185	27.07	S74° 45' 56"W
L186	27.76	S73° 10' 29"W
L187	29.23	S71° 02' 53"W
L188	29.75	S69° 29' 32"W
L189	28.95	S68° 02' 26"W
L190	28.31	S68° 11' 55"W
L191	28.17	S68° 11' 21"W
L192	27.18	S70° 17' 29"W
L193	26.00	S72° 23' 23"W
L194	26.92	S72° 28' 10"W
L195	27.19	S68° 41' 24"W
L196	26.69	S71° 51' 48"W
L197	27.02	S74° 45' 31"W
L198	28.46	S75° 42' 50"W
L199	28.92	S77° 13' 39"W
L200	28.33	S78° 51' 11"W
L201	27.26	S78° 32' 38"W
L202	24.88	S76° 41' 51"W
L203	28.84	S79° 17' 59"W
L204	5.81	S78° 11' 27"W
L205	34.96	S77° 38' 35"W
L206	35.14	S77° 18' 33"W
L207	34.55	S76° 11' 24"W
L208	34.26	S76° 19' 36"W
L209	33.03	S75° 55' 53"W
L210	33.26	S75° 45' 56"W
L211	54.21	S77° 56' 07"W
L212	32.22	S79° 21' 17"W
L213	29.85	S79° 51' 30"W
L214	30.14	S81° 04' 54"W
L215	25.77	S82° 42' 42"W
L216	28.91	S85° 59' 16"W
L217	24.87	S87° 30' 36"W
L218	26.33	S89° 45' 47"W
L219	29.71	N89° 47' 40"W
L220	25.73	N88° 16' 33"W
L221	25.02	S89° 11' 13"W
L222	28.08	S89° 11' 41"W
L223	28.75	S87° 57' 44"W

Parcel Line Table		
Line #	Length	Direction
L224	25.28	S89° 07' 00"W
L225	28.15	N88° 32' 40"W
L226	26.04	N82° 16' 38"W
L227	25.62	N77° 37' 44"W
L228	30.03	N73° 18' 40"W
L229	26.36	N71° 44' 22"W
L230	31.66	N69° 56' 57"W
L231	26.00	N67° 22' 05"W
L232	25.12	N64° 31' 22"W
L233	26.32	N63° 34' 32"W
L234	25.13	N61° 36' 30"W
L235	30.91	N55° 33' 38"W
L236	27.50	N47° 36' 27"W
L237	30.56	N37° 01' 46"W
L238	34.15	N31° 20' 23"W
L239	35.27	N29° 21' 33"W
L240	34.93	N28° 33' 24"W
L241	26.41	N28° 15' 54"W
L242	26.03	N28° 12' 54"W
L243	25.20	N28° 29' 34"W
L244	38.14	N29° 02' 31"W
L245	34.55	N30° 53' 34"W
L246	32.85	S34° 37' 33"E
L247	28.92	S32° 21' 41"E
L248	33.92	S30° 53' 34"E
L249	37.67	S29° 02' 31"E
L250	25.05	S28° 29' 34"E
L251	25.97	S28° 12' 54"E
L252	26.48	S28° 15' 54"E
L253	35.14	S28° 33' 24"E
L254	35.80	S29° 21' 33"E
L255	35.62	S31° 20' 23"E
L256	33.69	S37° 01' 46"E
L257	20.45	S47° 36' 27"E
L274	21.27	S89° 47' 40"E
L275	26.85	N89° 45' 47"E
L276	25.59	N87° 30' 36"E
L277	29.83	N85° 59' 16"E
L278	26.71	N82° 42' 42"E
L279	30.69	N81° 04' 54"E
L280	30.19	N79° 51' 30"E
L281	32.59	N79° 21' 17"E
L282	54.90	N77° 56' 07"E
L283	33.64	N75° 45' 56"E
L284	32.92	N75° 55' 53"E
L285	34.21	N76° 19' 36"E
L286	34.36	N76° 11' 24"E
L287	34.86	N77° 18' 33"E
L288	34.79	N77° 38' 35"E
L289	5.49	N78° 11' 27"E
L290	29.12	N79° 17' 59"E
L291	25.03	N76° 41' 51"E
L292	26.85	N78° 32' 38"E
L293	28.58	N78° 51' 11"E
L294	29.52	N77° 13' 39"E
L295	28.93	N75° 42' 50"E
L296	27.76	N74° 45' 31"E
L297	27.85	N71° 51' 48"E
L298	27.08	N68° 41' 24"E
L299	26.21	N72° 28' 10"E
L300	26.42	N72° 23' 23"E
L301	27.99	N70° 17' 29"E
L302	28.58	N68° 11' 21"E
L303	28.34	N68° 11' 55"E
L304	28.70	N68° 02' 26"E
L305	29.17	N69° 29' 32"E
L306	28.52	N70° 44' 53"E
L307	27.05	N73° 10' 29"E
L308	26.43	N74° 45' 56"E
L309	26.42	N76° 30' 21"E

Parcel Line Table		
Line #	Length	Direction
L310	25.17	N77° 53' 04"E
L311	36.86	N80° 36' 50"E
L312	25.51	N81° 54' 30"E
L313	25.72	N83° 11' 19"E
L314	25.87	N82° 00' 47"E
L315	25.64	N80° 13' 10"E
L316	26.01	N80° 28' 29"E
L317	26.32	N79° 54' 14"E
L318	37.64	N78° 39' 54"E
L319	25.48	N78° 10' 02"E
L320	25.55	N77° 08' 36"E
L321	25.60	N76° 54' 40"E
L322	26.68	N78° 58' 54"E
L323	26.00	N37° 01' 46"W
L324	28.85	N84° 07' 35"E
L325	29.08	N84° 48' 46"E
L326	27.58	N85° 29' 19"E
L327	26.26	N87° 31' 19"E
L328	36.59	N88° 16' 44"E
L329	35.02	S89° 43' 04"E
L330	36.97	S88° 22' 02"E
L331	25.20	S88° 22' 11"E
L332	34.66	S88° 24' 09"E
L333	29.18	S88° 23' 53"E
L334	29.82	S87° 13' 04"E
L335	31.14	S86° 21' 19"E
L336	32.03	S85° 28' 26"E
L337	33.69	S84° 42' 28"E
L338	35.41	S85° 15' 25"E
L339	32.27	N52° 05' 43"W
L340	29.69	N51° 09' 16"W
L341	28.72	N51° 16' 35"W
L342	27.45	N53° 32' 16"W
L343	27.44	N54° 36' 48"W
L344	33.27	N54° 32' 13"W
L345	27.06	N57° 04' 54"W
L346	27.42	N58° 48' 15"W
L347	28.84	N58° 36' 20"W
L348	30.31	N57° 56' 49"W
L349	29.67	N57° 52' 07"W
L350	29.66	N57° 47' 48"W
L351	30.86	N58° 32' 09"W
L352	32.37	N58° 55' 55"W
L353	33.06	N60° 47' 03"W
L354	31.24	N64° 12' 09"W
L355	31.51	N66° 59' 32"W
L356	31.64	N64° 57' 54"W
L357	30.28	N66° 27' 41"W
L358	29.38	N62° 36' 41"W
L359	30.70	N56° 45' 33"W
L360	32.26	N52° 10' 05"W
L361	33.92	N47° 33' 12"W
L362	33.26	N46° 14' 32"W
L363	32.17	N46° 05' 49"W
L364	33.36	N47° 24' 34"W
L365	33.75	N46° 33' 23"W
L366	34.45	N45° 20' 14"W
L367	33.03	N45° 05' 49"W
L368	32.15	N45° 18' 29"W
L369	32.24	N44° 25' 34"W
L370	32.68	N47° 16' 09"W
L371	25.56	N44° 56' 55"W
L372	25.12	N42° 17' 50"W
L373	35.49	N43° 51' 51"W
L374	32.24	N41° 29' 04"W
L375	32.25	N41° 30' 58"W
L376	30.55	N39° 40' 26"W
L377	32.77	N43° 51' 36"W
L378	31.87	N47° 25' 27"W
L379	34.89	N47° 57' 34"W

Parcel Line Table		
Line #	Length	Direction
L380	24.23	N46° 02' 34"W
L381	35.74	N38° 52' 14"W
L382	25.62	N33° 48' 48"W
L383	26.77	N29° 24' 22"W
L384	26.10	N30° 56' 40"W
L385	34.89	N37° 52' 45"W
L386	30.84	N49° 29' 24"W
L387	28.78	N59° 21' 59"W
L388	33.99	N61° 44' 13"W
L389	33.19	N61° 25' 24"W
L390	27.27	N59° 58' 24"W
L391	23.97	N51° 35' 16"W
L392	25.35	N49° 06' 25"W
L393	26.75	N45° 20' 47"W
L394	27.46	N43° 58' 04"W
L395	29.05	N42° 43' 23"W
L396	27.18	N37° 44' 53"W
L397	30.52	N34° 08' 31"W
L398	27.43	N38° 01' 46"W
L399	28.59	N42° 12' 45"W
L400	28.69	N43° 31' 15"W
L401	28.28	N45° 09' 35"W
L402	28.86	N47° 37' 34"W
L403	29.28	N48° 21' 34"W
L404	31.07	N49° 32' 52"W
L405	31.14	N51° 12' 12"W
L406	28.67	N52° 37' 45"W
L407	34.13	N53° 43' 00"W
L408	24.95	N53° 50' 43"W
L409	25.21	N50° 23' 24"W
L410	27.58	N48° 28' 12"W
L411	30.51	N48° 55' 48"W
L412	29.94	N51° 44' 53"W
L413	33.17	N56° 10' 53"W
L414	33.06	N62° 17' 04"W
L415	26.89	N66° 41' 03"W
L416	26.08	N66° 40' 06"W
L417	31.12	N61° 34' 17"W
L418	28.94	N57° 56' 49"W
L419	28.22	N54° 58' 57"W
L420	26.50	N58° 52' 53"W
L421	31.29	N62° 37' 03"W
L422	28.25	N68° 24' 20"W
L423	31.66	N67° 48' 40"W
L424	30.65	N69° 00' 03"W
L425	31.56	N69° 23' 51"W
L426	30.63	N69° 16' 06"W
L427	29.91	N69° 40' 34"W
L428	28.78	N70° 53' 21"W
L429	29.67	N73° 08' 35"W
L430	30.74	N76° 41' 49"W
L431	30.35	N81° 25' 50"W
L432	29.04	N85° 47' 52"W
L433	28.87	N85° 57' 08"W
L434	29.07	N85° 10' 50"W
L435	25.38	N84° 02' 37"W
L436	27.67	N82° 55' 20"W
L437	33.15	N83° 57' 02"W
L438	33.93	N85° 25' 50"W
L439	31.81	N87° 06' 51"W
L440	27.21	S89° 52' 43"W
L441	28.02	N85° 37' 54"W
L442	29.40	N75° 08' 14"W
L443	22.16	N53° 47' 50"W
L444	27.41	N38° 37' 56"W
L445	27.17	N18° 09' 05"W
L446	26.98	N07° 44' 55"W
L447	30.37	N04° 13' 02"W
L448	30.52	N00° 41' 58"E
L449	32.59	N01° 13' 29"E

Parcel Line Table		
Line #	Length	Direction
L450	31.86	N00° 03' 20"W
L451	27.09	N02° 47' 46"E
L452	35.66	N06° 12' 17"E
L453	33.64	N16° 17' 42"E
L454	26.96	N24° 29' 21"E
L455	43.15	N28° 41' 22"E
L456	28.10	N34° 24' 43"E
L457	28.32	N40° 01' 56"E
L458	38.09	N43° 22' 45"E
L459	36.10	N41° 40' 02"E
L460	34.41	N37° 13' 45"E
L461	34.81	N31° 34' 31"E
L462	37.09	N26° 02' 44"E
L463	33.26	N24° 24' 12"E
L464	29.34	N20° 02' 45"E
L465	35.82	N19° 00' 54"E
L466	33.77	N15° 53' 59"E
L467	28.78	N13° 56' 52"E
L468	27.77	N13° 41' 03"E
L469	47.47	N14° 06' 12"E
L470	30.01	N11° 45' 46"E
L471	16.19	N13° 18' 52"E
L472	30.89	N10° 22' 47"E
L473	29.84	N09° 29' 42"E
L474	31.10	N11° 50' 43"E
L475	31.96	N11° 03' 12"E
L476	25.32	N10° 04' 56"E
L477	28.47	N11° 08' 36"E
L478	16.35	N33° 47' 37"W
L479	29.58	N32° 05' 32"W
L480	32.98	N44° 08' 01"W
L481	29.95	N52° 04° 36"W
L482	26.25	N54° 37' 49"W
L483	27.04	N54° 46' 58"W
L484	31.69	N58° 03' 45"W
L485	26.18	N59° 18' 04"W
L486	29.46	N63° 19' 05"W
L487	29.96	N60° 16' 48"W
L488	33.24	N61° 39' 09"W
L489	32.24	N61° 28' 38"W
L490	28.26	N55° 46' 17"W
L491	38.09	N56° 17' 05"W
L492	56.22	N51° 45' 51"W
L493	90.36	N48° 44' 08"W
L494	47.21	N45° 53' 24"E
L495	41.82	N43° 37' 26"W
L496	26.66	N45° 38' 04"W
L497	30.09	N49° 36' 04"W
L498	14.21	N53° 53' 44"W
L499	15.49	S58° 27' 45"E
L500	30.41	S53° 23' 44"E
L501	29.00	S49° 36' 04"E
L502	24.91	S45° 38' 04"E
L503	41.87	S43° 37' 26"E
L504	48.20	S45° 53' 24"E
L505	91.48	S48° 44' 08"E
L506	57.67	S51° 45' 51"E
L507	38.86	S56° 17' 05"E
L508	29.95	S55° 46' 17"E
L509	33.37	S61° 28' 38"E
L510	33.01	S61° 39' 09"E
L511	30.28	S60° 16' 48"E
L512	29.27	S63° 19' 05"E
L513	25.17	S69° 18' 04"E
L514	30.82	S58° 03' 45"E
L515	26.38	S54° 46' 58"E
L516	25.73	S54° 37' 49"E
L517	27.04	S52° 04' 36"E
L518	29.13	S44° 08' 01"E
L519	27.59	S32° 05' 32"E

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 4 TO THE CITY OF BLACK HAWK - Exhibit A

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

### LEGAL DESCRIPTION

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

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;  
thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;  
thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;  
thence along said easterly edge of said Lake Gulch Road the following 32 courses:  
1. N 58° 27' 45" W a distance of 15.49 feet;  
2. N 53° 53' 44" W a distance of 30.11 feet;  
3. N 49° 36' 04" W a distance of 29.00 feet;  
4. N 45° 38' 04" W a distance of 24.91 feet;  
5. N 43° 37' 26" W a distance of 41.87 feet;  
6. N 45° 53' 24" W a distance of 48.20 feet;  
7. N 48° 44' 08" W a distance of 91.48 feet;  
8. N 51° 45' 51" W a distance of 57.67 feet;  
9. N 56° 17' 05" W a distance of 38.86 feet;  
10. N 55° 46' 17" W a distance of 29.95 feet;  
11. N 61° 28' 38" W a distance of 33.37 feet;  
12. N 61° 39' 09" W a distance of 33.01 feet;  
13. N 60° 16' 48" W a distance of 30.28 feet;  
14. N 63° 19' 05" W a distance of 29.27 feet;  
15. N 59° 18' 04" W a distance of 25.17 feet;  
16. N 58° 03' 45" W a distance of 30.82 feet;  
17. N 54° 46' 58" W a distance of 26.38 feet;  
18. N 54° 37' 49" W a distance of 25.73 feet;  
19. N 52° 04' 36" W a distance of 27.04 feet;  
20. N 44° 08' 01" W a distance of 29.13 feet;  
21. N 32° 05' 32" W a distance of 27.59 feet;  
22. N 33° 47' 37" W a distance of 7.58 feet;  
23. N 11° 08' 36" E a distance of 19.58 feet;  
24. N 10° 04' 56" E a distance of 25.34 feet;  
25. N 11° 03' 12" E a distance of 31.62 feet;  
26. N 11° 50' 43" E a distance of 31.40 feet;  
27. N 09° 29' 42" E a distance of 30.12 feet;  
28. N 10° 22' 47" E a distance of 30.16 feet;  
29. N 13° 18' 52" E a distance of 15.92 feet;  
30. N 11° 45' 46" E a distance of 29.86 feet;  
31. N 14° 06' 12" E a distance of 47.10 feet;  
32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2–3 of the Rickard Lode, US Mineral Survey No. 16283;

thence N 67° 02' 38" E along said line 2–3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;  
thence N 23° 02' 09" W along line 3–4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;  
thence S 67° 01' 09" W along line 4–1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3–4 of the Olivia Lode, US Mineral Survey No. 13916;  
thence S 29° 39' 14" E along said line 3–4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;  
thence S 60° 16' 49" W along line 4–1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;  
thence N 29° 41' 13" W along line 1–2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4–1 of said Rickard Lode;  
thence S 67° 01' 09" W along said line 4–1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;  
thence along said easterly edge of said Lake Gulch Road the following 14 courses:  
1. N 31° 34' 31" E a distance of 20.73 feet;  
2. N 37° 13' 45" E a distance of 32.47 feet;  
3. N 41° 40' 02" E a distance of 34.91 feet;  
4. N 43° 22' 45" E a distance of 38.41 feet;  
5. N 40° 01' 56" E a distance of 30.05 feet;  
6. N 34° 24' 43" E a distance of 30.28 feet;  
7. N 28° 41' 22" E a distance of 45.06 feet;  
8. N 24° 29' 21" E a distance of 29.34 feet;  
9. N 16° 17' 42" E a distance of 37.16 feet;  
10. N 06° 12' 17" E a distance of 38.26 feet;  
11. N 02° 47' 46" E a distance of 28.30 feet;  
12. N 00° 03' 20" W a distance of 32.16 feet;  
13. N 01° 13' 29" E a distance of 32.44 feet;  
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.



**COBURN**  
ARCHITECTURE

2560 28th Street, Suite 200  
Boulder, Colorado  
p: 303-442-3351

**His Consultants, Inc.**  
**Lakewood, Colorado**  
**720–273–9940**



**TINCUP**  
MOUNTAIN WHISKEY

**DISTILLERY PROJECT**  
Black Hawk, Colorado

DISCLAIMER:  
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ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

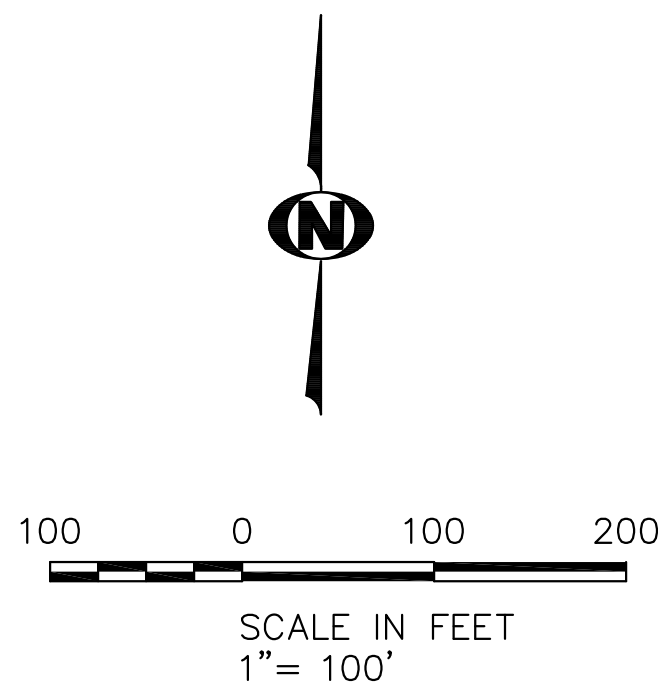
SHEET No.

1 of 2  
ANNEXATION PLAT #4

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 4 TO THE CITY OF BLACK HAWK - Exhibit B

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



### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_, \_\_\_\_, A.D.

DAVID D. SPELLMAN \_\_\_\_\_ MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

\_\_\_\_\_  
CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

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

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

### NOTES

TOTAL PERIMETER, THIS PLAT = 6,020.03'  
1/6 TOTAL PERIMETER = 1,003.34'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 2,143.24'  
DENOTES BOUNDARY OF LAND ANNEXED \_\_\_\_\_

DENOTES CONTIGUOUS CITY BOUNDARY \_\_\_\_\_

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

### SURVEYOR'S CERTIFICATE

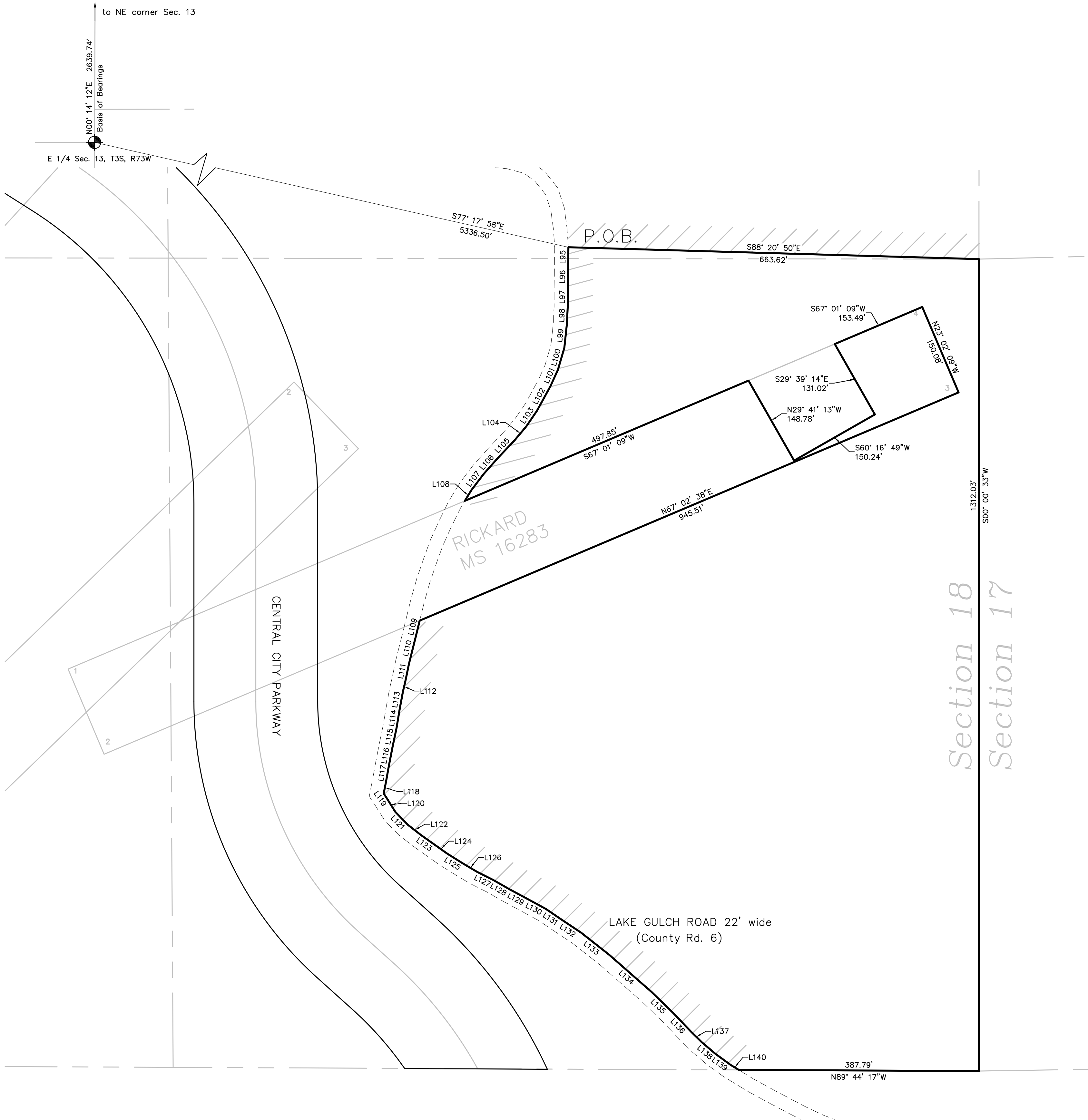
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE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

DOUGLAS L. HOWELL \_\_\_\_\_ PLS 20140

### NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

Parcel Line Table		
Line #	Length	Direction
L95	31.57	N00° 41' 58"E
L96	32.44	N01° 13' 29"E
L97	32.16	N00° 03' 20"W
L98	28.30	N02° 47' 46"E
L99	38.26	N06° 12' 17"E
L100	37.16	N16° 17' 42"E
L101	29.34	N24° 29' 21"E
L102	45.06	N28° 41' 22"E
L103	30.28	N34° 24' 43"E
L104	30.05	N40° 01' 56"E
L105	38.41	N43° 22' 45"E
L106	34.91	N41° 40' 02"E
L107	32.47	N37° 13' 45"E
L108	20.73	N31° 34' 31"E
L109	24.47	N13° 41' 03"E
L110	47.10	N14° 06' 12"E
L111	29.86	N11° 45' 46"E
L112	15.92	N13° 18' 52"E
L113	30.16	N10° 22' 47"E
L114	30.12	N09° 29' 42"E
L115	31.40	N11° 50' 43"E
L116	31.62	N11° 03' 12"E
L117	25.34	N10° 04' 56"E
L118	19.58	N11° 08' 36"E
L119	7.58	N33° 47' 37"W
L120	27.59	N32° 05' 32"W
L121	29.13	N44° 08' 01"W
L122	27.04	N52° 04' 36"W
L123	25.73	N54° 37' 49"W
L124	26.38	N54° 46' 58"W
L125	30.82	N58° 03' 45"W
L126	25.17	N59° 18' 04"W
L127	29.27	N63° 19' 05"W
L128	30.28	N60° 16' 48"W
L129	33.01	N61° 39' 09"W
L130	33.37	N61° 28' 38"W
L131	29.95	N55° 46' 17"W
L132	38.86	N56° 17' 05"W
L133	57.67	N51° 45' 51"W
L134	91.48	N48° 44' 08"W
L135	48.20	N45° 53' 24"W
L136	41.87	N43° 37' 26"W
L137	24.91	N45° 38' 04"W
L138	29.00	N49° 36' 04"W
L139	30.11	N53° 53' 44"W
L140	15.49	N58° 27' 45"W



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ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

SHEET No.

2 of 2

ANNEXATION PLAT #4

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 5 TO THE CITY OF BLACK HAWK - Exhibit A

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

### LEGAL DESCRIPTION

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

Commencing at the East  $\frac{1}{4}$  corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W  $\frac{1}{4}$  S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N  $00^{\circ}14'12''$  E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N  $37^{\circ}49'49''$  E a distance of 1,154.79 feet to the intersection of line 3–4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N  $61^{\circ}53'31''$  E along said line 3–4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east–west centerline of the NW  $\frac{1}{4}$  of said Section 18 and the City of Black Hawk Boundary; thence S  $89^{\circ}38'09''$  E along said east–west centerline of said NW  $\frac{1}{4}$  a distance of 227.43 feet to the point of intersection with line 1–4 of the St. Anthony Lode, US Mineral Survey No. 19174; thence S  $39^{\circ}30'42''$  W along said line 1–4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road; thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S  $79^{\circ}21'17''$  W a distance of 10.12 feet;
2. S  $77^{\circ}56'07''$  W a distance of 54.90 feet;
3. S  $75^{\circ}45'56''$  W a distance of 33.64 feet;
4. S  $75^{\circ}55'53''$  W a distance of 32.92 feet;
5. S  $76^{\circ}19'36''$  W a distance of 34.21 feet;
6. S  $76^{\circ}11'24''$  W a distance of 34.36 feet;
7. S  $77^{\circ}18'33''$  W a distance of 34.86 feet;
8. S  $77^{\circ}38'35''$  W a distance of 27.75 feet to the point of intersection with line 1–2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N  $39^{\circ}23'46''$  E along said line 1–2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3–2 of the Black Diamond Lode, US Mineral Survey No. 17634; thence S  $63^{\circ}58'12''$  W along said line 3–2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S  $80^{\circ}36'50''$  W a distance of 18.54 feet;
2. S  $81^{\circ}54'30''$  W a distance of 25.51 feet;
3. S  $83^{\circ}11'19''$  W a distance of 25.72 feet;
4. S  $82^{\circ}00'47''$  W a distance of 25.87 feet;
5. S  $80^{\circ}13'10''$  W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.



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ARCHITECTURE

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Lakewood, Colorado  
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**TINCUP**  
MOUNTAIN WHISKEY

DISTILLERY PROJECT  
Black Hawk, Colorado

DISCLAIMER:  
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ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

SHEET No.

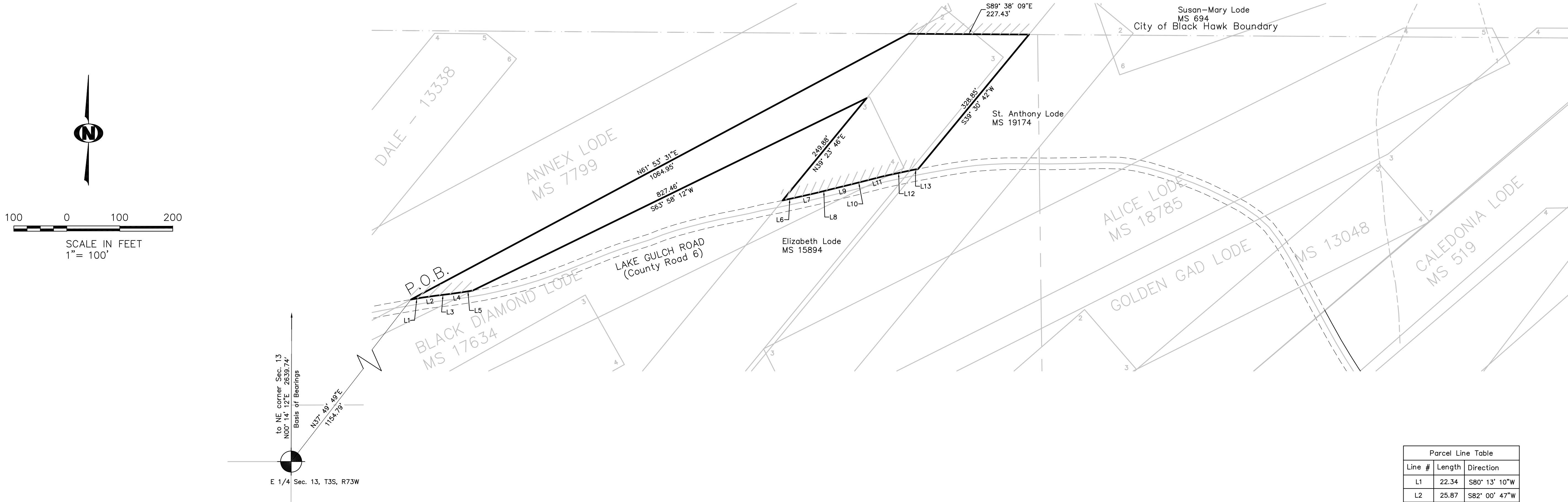
1 of 2

ANNEXATION PLAT #5

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 5 TO THE CITY OF BLACK HAWK - Exhibit B

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



Parcel Line Table		
Line #	Length	Direction
L1	22.34	S80° 13' 10"W
L2	25.87	S82° 00' 47"W
L3	25.72	S83° 11' 19"W
L4	25.51	S81° 54' 30"W
L5	18.54	S80° 36' 50"W
L6	27.75	S77° 38' 35"W
L7	34.86	S77° 18' 33"W
L8	34.36	S76° 11' 24"W
L9	34.21	S76° 19' 36"W
L10	32.92	S75° 55' 53"W
L11	33.64	S75° 45' 56"W
L12	54.90	S77° 56' 07"W
L13	10.12	S79° 21' 17"W

### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_ , A.D.

DAVID D. SPELLMAN  
/ / / / /

MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

\_\_\_\_\_  
CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER DEPUTY CLERK

### NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

### NOTES

TOTAL PERIMETER, THIS PLAT = 3,079.32'  
1/6 TOTAL PERIMETER = 513.22'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 608.17'  
DENOTES BOUNDARY OF LAND ANNEXED

DENOTES CONTIGUOUS CITY BOUNDARY / / / / /

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

### SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140



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ARCHITECTURE

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MOUNTAIN WHISKEY

DISTILLERY PROJECT  
Black Hawk, Colorado

DISCLAIMER:  
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ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

SHEET No.

2 of 2

ANNEXATION PLAT #5

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 6 TO THE CITY OF BLACK HAWK - Exhibit A

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

### LEGAL DESCRIPTION

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

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3–4 of the Dale Lode, US Mineral Survey No. 13338 with line 2–1 of the Notaway Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2–1 of said Notaway Lode a distance of 105.93 feet to the point of intersection with line 1–5 of the Gulch Lode, US Mineral Survey No. 12784;  
thence N 36° 25' 58" E along said line 1–5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;  
thence N 52° 39' 02" W along line 5–4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2–1 of said Notaway Lode;  
thence N 24° 10' 55" E along said Line 2–1 of said Notaway Lode a distance of 36.99 feet to the point of intersection with the east–west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Boundary;

thence S 89° 38' 09" E a distance of 756.52 feet to the point of intersection with line 1–2 of the Annex Lode, US Mineral Survey No. 7799;  
thence S 61° 53' 31" W along said line 1–2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7–6 of said Dale Lode, US Mineral Survey No. 13338;  
thence N 39° 23' 00" E along said line 7–6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;  
thence N 50° 28' 19" W along line 6–5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;  
thence N 89° 24' 17" W along line 5–4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;  
thence S 39° 23' 43" W along line 4–3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.



**COBURN**  
ARCHITECTURE

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**His Consultants, Inc.**  
**Lakewood, Colorado**  
**720–273–9940**



**TINCUP**  
MOUNTAIN WHISKEY

**DISTILLERY PROJECT**  
Black Hawk, Colorado

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SHEET No.

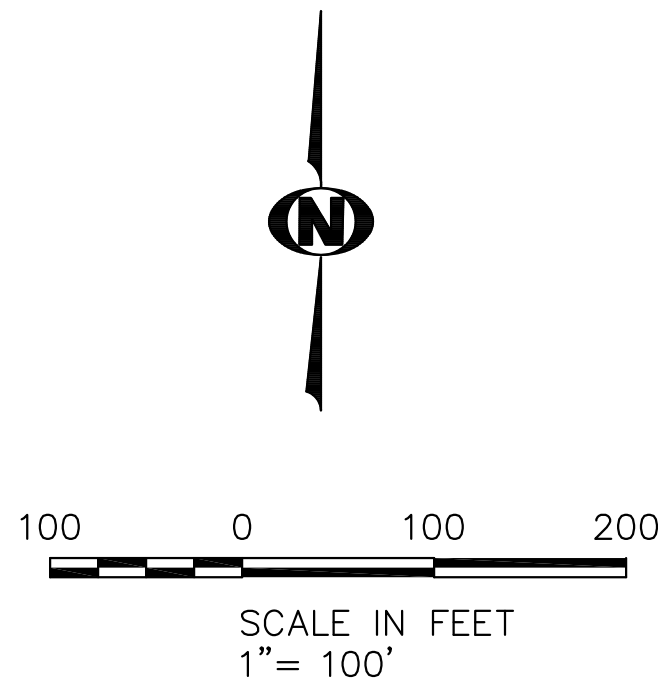
1 of 2

ANNEXATION PLAT #6

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 6 TO THE CITY OF BLACK HAWK - Exhibit B

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



### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_, \_\_\_\_, A.D.

DAVID D. SPELLMAN

MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER

DEPUTY CLERK

### NOTES

TOTAL PERIMETER, THIS PLAT = 3,347.93'  
1/6 TOTAL PERIMETER = 557.99'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 756.52'  
DENOTES BOUNDARY OF LAND ANNEXED

DENOTES CONTIGUOUS CITY BOUNDARY

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

### SURVEYOR'S CERTIFICATE

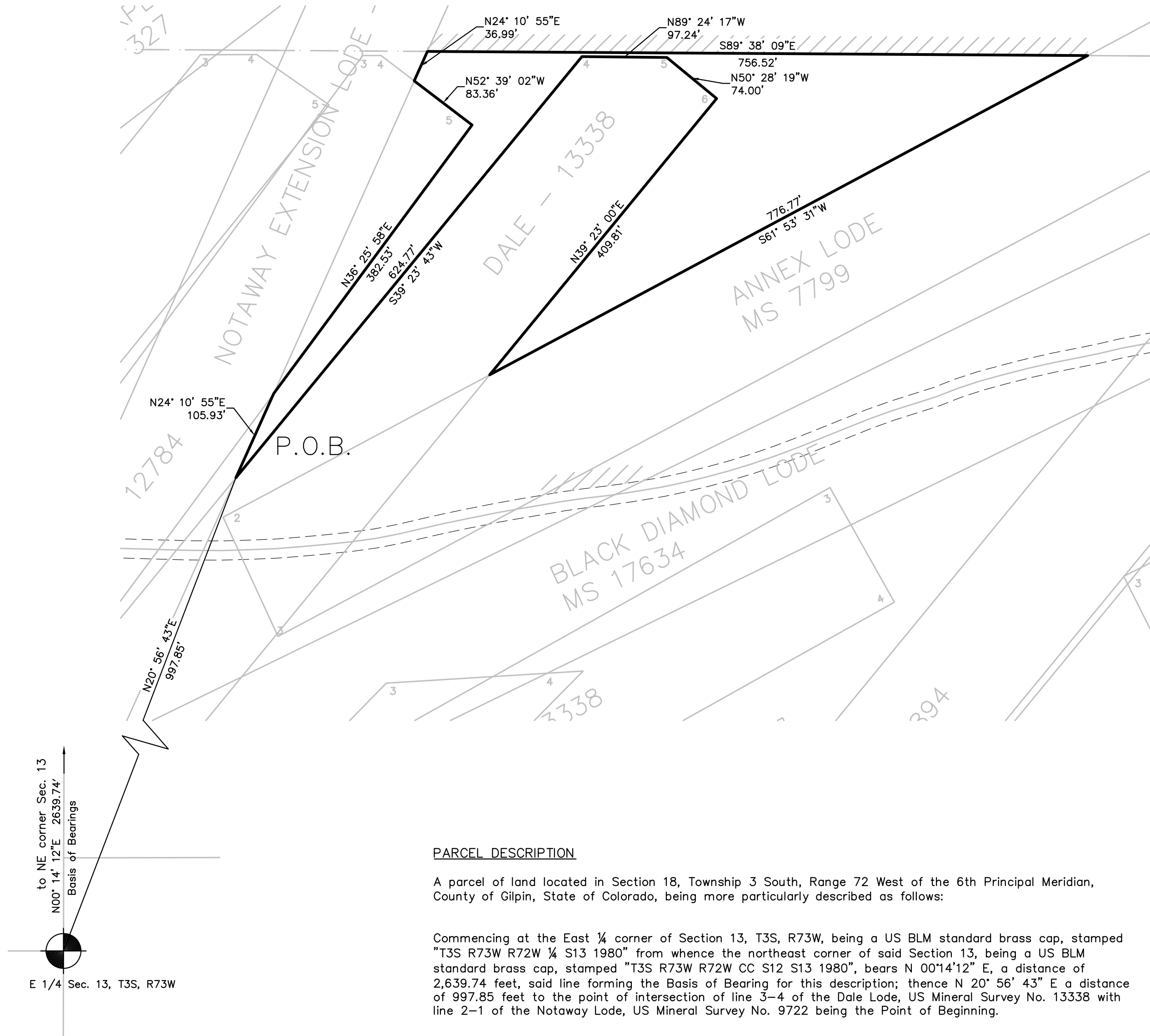
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE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

DOUGLAS L. HOWELL

PLS 20140

### NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.



### PARCEL DESCRIPTION

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

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notoway Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notoway Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;  
thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;  
thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notoway Lode;  
thence N 24° 10' 55" E along said Line 2-1 of said Notoway Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Boundary;

thence S 89° 38' 09" E a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;  
thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;  
thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;  
thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;  
thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;  
thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.



**COBURN**  
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Lakewood, Colorado  
720-273-9940



**TINCUP**  
MOUNTAIN WHISKEY

**DISTILLERY PROJECT**  
Black Hawk, Colorado

DISCLAIMER:  
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ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

SHEET No.

2 of 2

ANNEXATION PLAT #6

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 7 TO THE CITY OF BLACK HAWK - Exhibit A

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO

### LEGAL DESCRIPTION

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4–3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north–south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north–south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east–west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north–south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1–2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1–2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2–3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north–south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north–south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east–west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.



**COBURN**  
ARCHITECTURE

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**His Consultants, Inc.**  
**Lakewood, Colorado**  
**720–273–9940**



**TINCUP**  
MOUNTAIN WHISKEY

### DISTILLERY PROJECT

Black Hawk, Colorado

#### DISCLAIMER:

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1	ANNEX SUBMITTAL		1.03.2020

SHEET No.

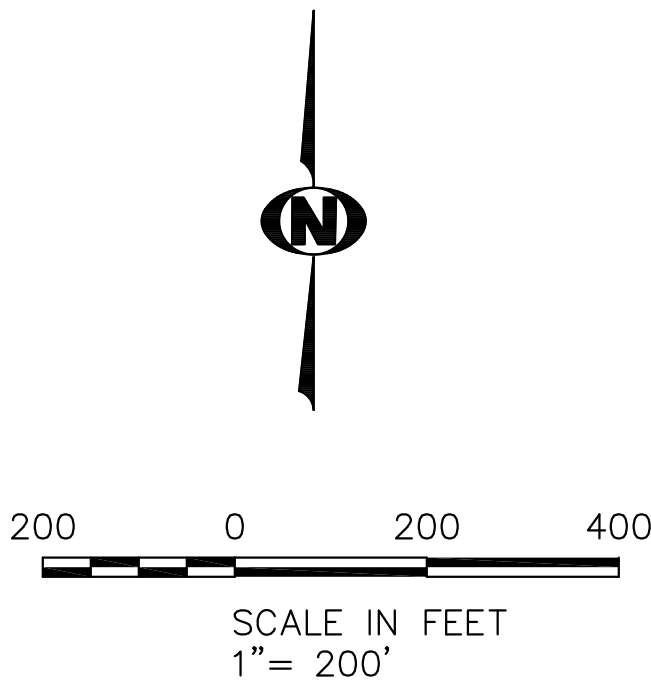
1 of 2

ANNEXATION PLAT #7

# LAKE GULCH WHISKEY RESORT

## ANNEXATION NO. 7 TO THE CITY OF BLACK HAWK - Exhibit B

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,  
COUNTY OF GILPIN, STATE OF COLORADO



### MAYOR'S CERTIFICATE:

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS \_\_\_\_ DAY OF \_\_\_\_, \_\_\_\_, A.D.

DAVID D. SPELLMAN MELISSA GREINER, CITY CLERK

### CITY CLERK'S CERTIFICATE

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

\_\_\_\_\_  
CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER DEPUTY CLERK

### NOTES

TOTAL PERIMETER, THIS PLAT = 7,394.34'  
1/6 TOTAL PERIMETER = 1,232.39'  
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 1,919.44'  
DENOTES BOUNDARY OF LAND ANNEXED

DENOTES CONTIGUOUS CITY BOUNDARY

- NOTICE:  
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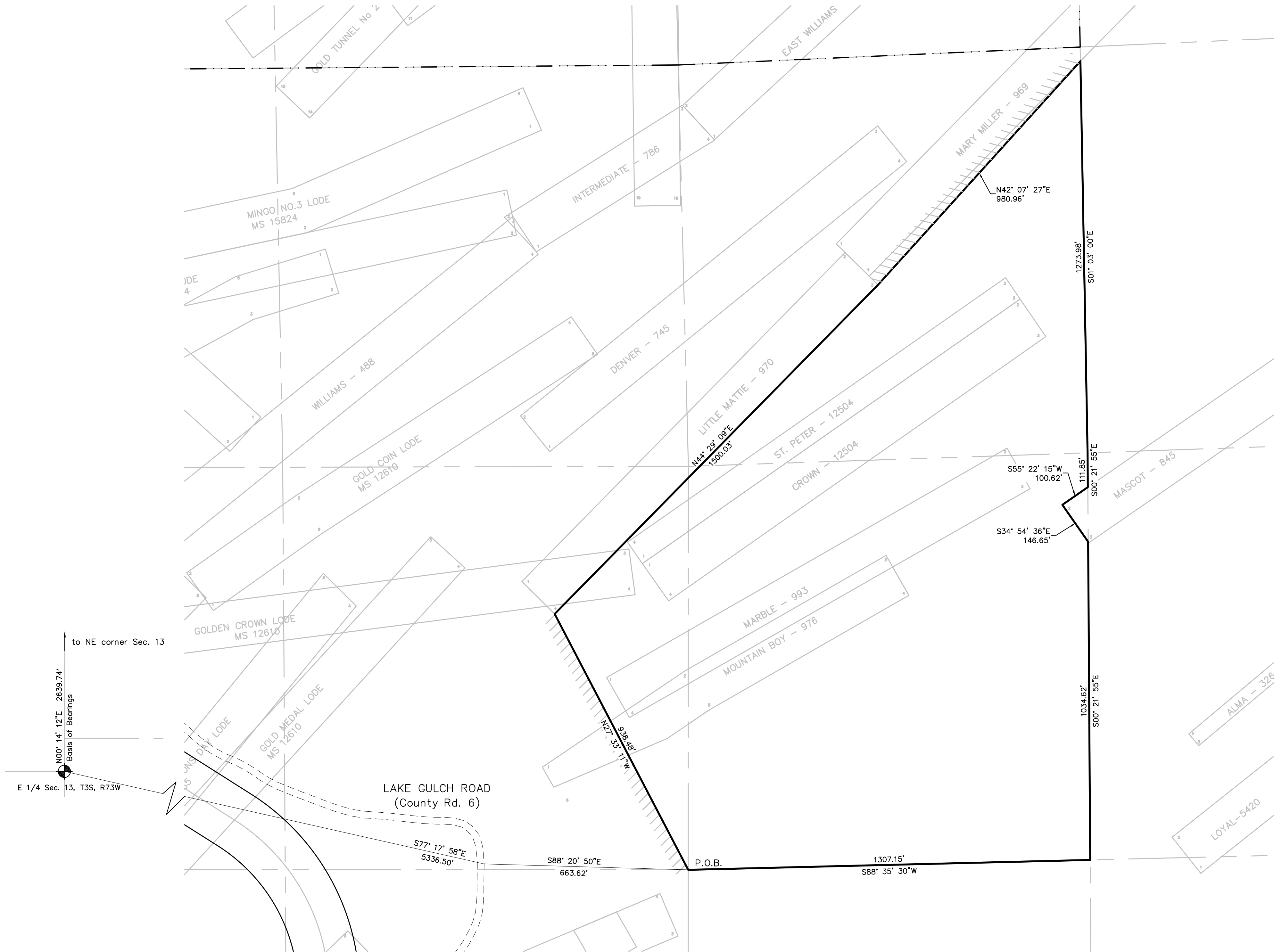
### SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

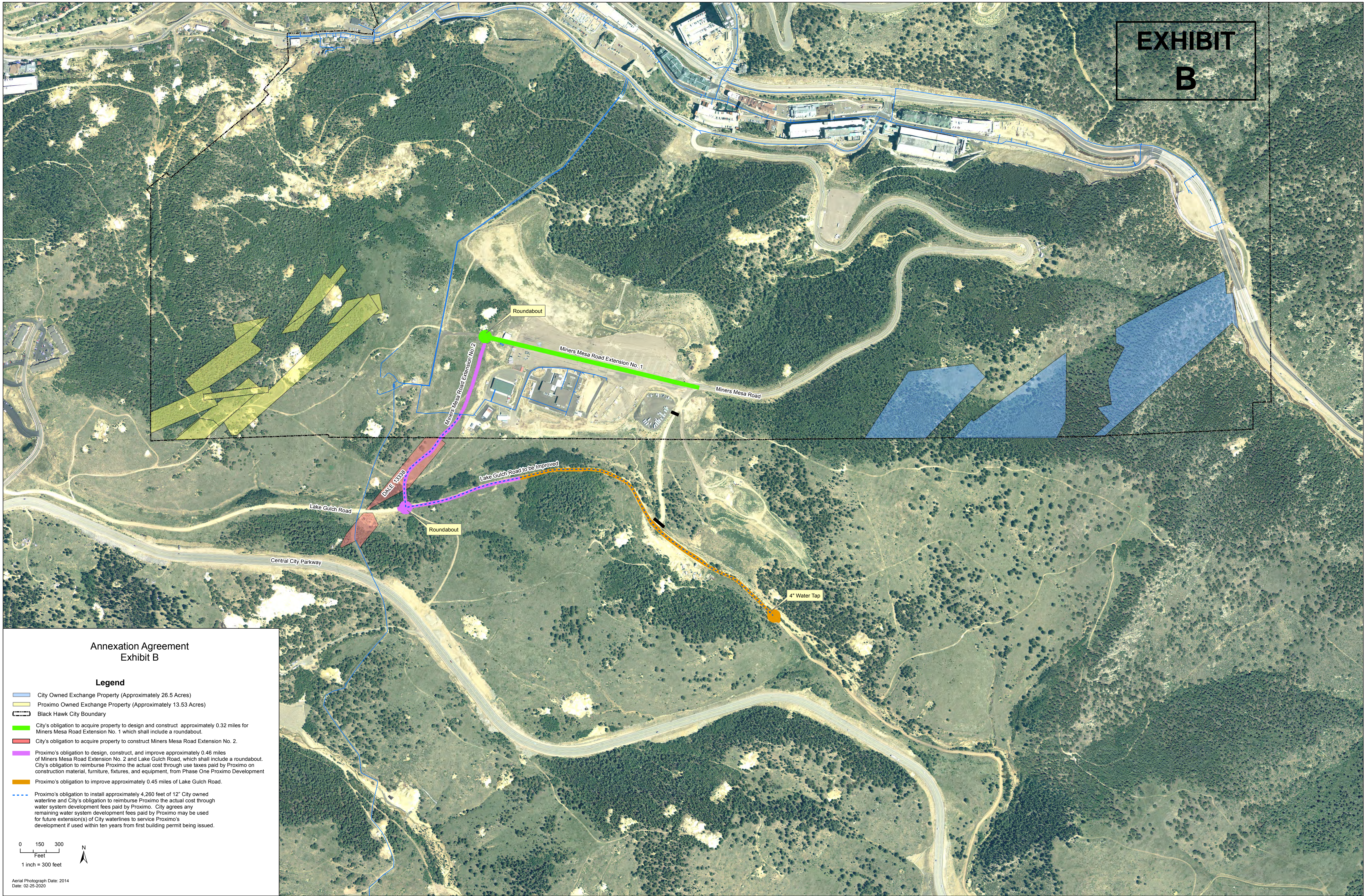
### NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.



ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020

EXHIBIT  
B



Annexation Agreement  
Exhibit B

Legend

- City Owned Exchange Property (Approximately 26.5 Acres)
- Proximo Owned Exchange Property (Approximately 13.53 Acres)
- Black Hawk City Boundary
- City's obligation to acquire property to design and construct approximately 0.32 miles for Miners Mesa Road Extension No. 1 which shall include a roundabout.
- City's obligation to acquire property to construct Miners Mesa Road Extension No. 2.
- Proximo's obligation to design, construct, and improve approximately 0.46 miles of Miners Mesa Road Extension No. 2 and Lake Gulch Road, which shall include a roundabout. City's obligation to reimburse Proximo the actual cost through use taxes paid by Proximo on construction material, furniture, fixtures, and equipment, from Phase One Proximo Development
- Proximo's obligation to improve approximately 0.45 miles of Lake Gulch Road.
- Proximo's obligation to install approximately 4,260 feet of 12" City owned waterline and City's obligation to reimburse Proximo the actual cost through water system development fees paid by Proximo. City agrees any remaining water system development fees paid by Proximo may be used for future extension(s) of City waterlines to service Proximo's development if used within ten years from first building permit being issued.

0 150 300  
Feet  
1 inch = 300 feet



Aerial Photograph Date: 2014  
Date: 02-25-2020

**EXHIBIT  
C**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ENTITYNAME	CLAIM NUMBER	Ownership	Account	GIS_Acres
EVENING STAR	4975	RSM Partners LLC	N002557	0.18
EVENING STAR	4975	RSM Partners LLC	N002557	0.39
EVENING STAR	4975	RSM Partners LLC	N002557	0.40
EVENING STAR	4975	RSM Partners LLC	N002557	0.32
GOLDEN EAGLE	606	RSM Partners LLC	N000227	4.42
GOLDEN FLEECE	671	RSM Partners LLC	N000947 & N001045	1.76
HUMBOLDT	173	RSM Partners LLC	N000948	0.56
KATIE	15318	RSM Partners LLC	N000949	0.20
KATIE	15318	RSM Partners LLC	N000949	1.01
KATIE	986	RSM Partners LLC	N000950	0.73
KING SOLOMON	4975	RSM Partners LLC	N000946	2.47
KING SOLOMON	4975	RSM Partners LLC	N000946	1.09

**EXHIBIT  
D**

**Exhibit D  
Lake Gulch Whiskey Resort Tracts**

**Legend**

- BLM Sections
- Black Hawk City Boundary
- City Owned Exchange Property (Approximately 26.5 Acres)

0 200 400  
Feet  
1 inch = 400 feet



Aerial Photograph Date: 2014  
Date: 01/29/2020

Sixth Principal Meridian, Colo  
T. 3 S., R. 72 W.  
Section 18  
Lake Gulch Whiskey Resort Tract 1  
6.95 Acres

Sixth Principal Meridian, Colo  
T. 3 S., R. 72 W.  
Section 18  
Lake Gulch Whiskey Resort Tract 2  
6.68 Acres

Sixth Principal Meridian, Colo  
T. 3 S., R. 72 W.  
Section 17  
Lake Gulch Whiskey Resort Tract 3  
12.87 Acres

Main Street

Miners Mesa Road

Section 7

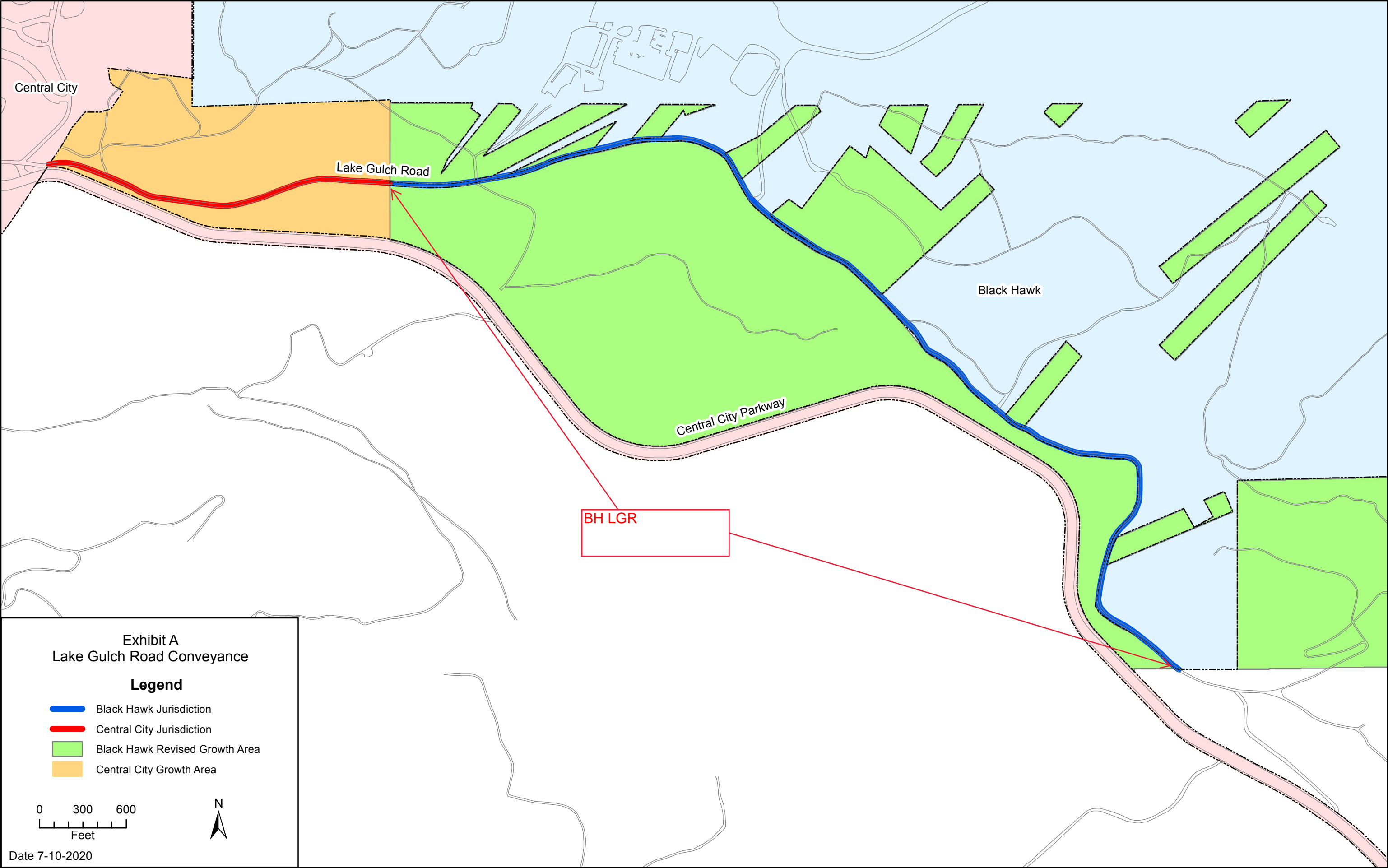
Section 8

Section 18

Section 17

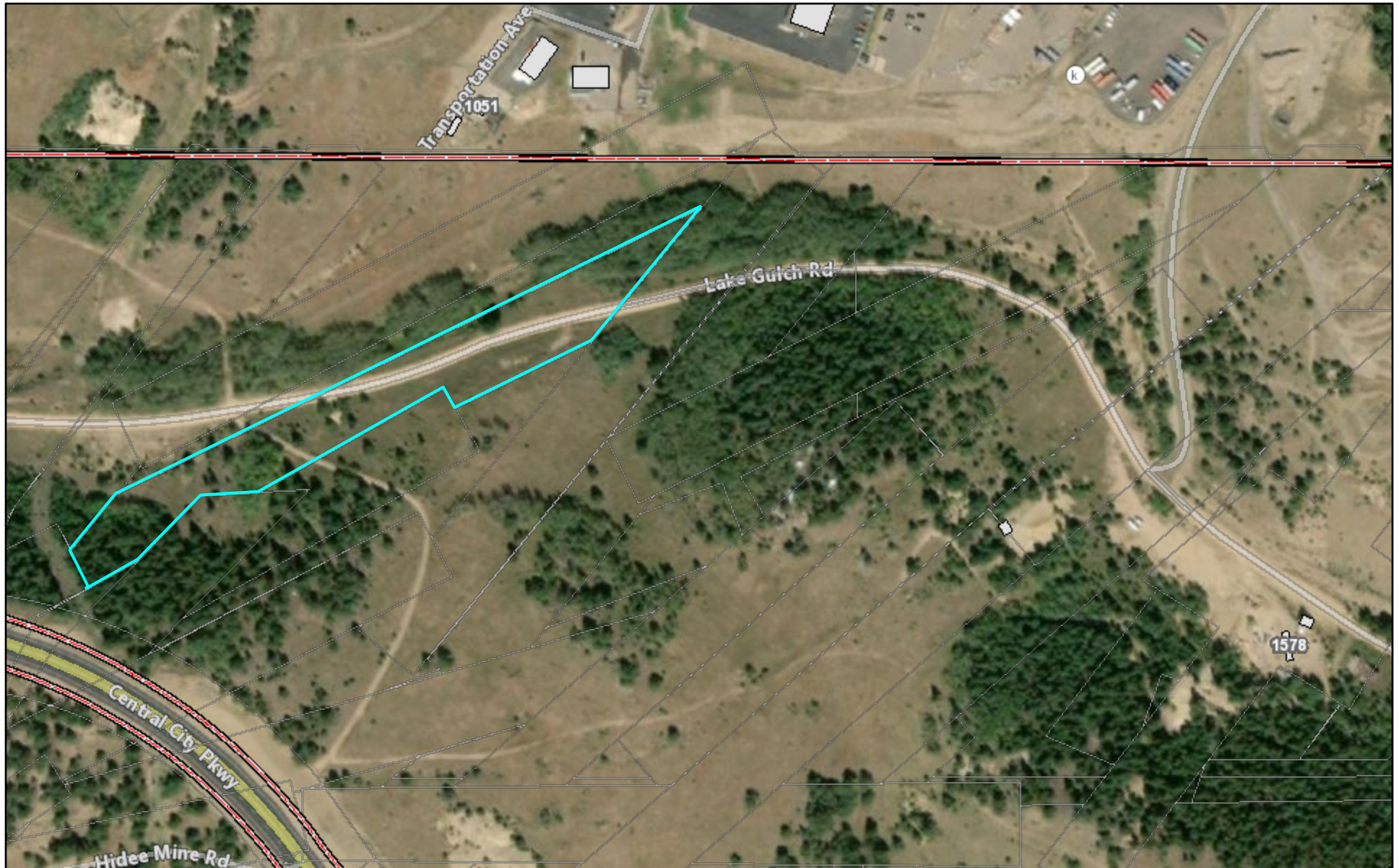
119

APPENDIX 2 to IGA



# APPENDIX 3 to IGA

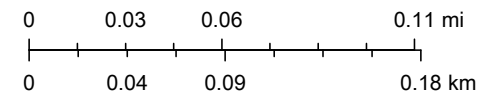
## Gilpin County



9/7/2020, 11:24:22 AM

- |                 |                     |                                  |           |
|-----------------|---------------------|----------------------------------|-----------|
| County Boundary | Building Footprints | Railroads                        | 4WD       |
| City Boundary   | Subdivisions        | Road Centerline Subdivision View | Collector |
| Parcels         | Addresses           | Arterial                         | Local     |

1:4,514



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

**APPENDIX 4 to Lake Gulch Road IGA**  
**Road Maintences and Requirements**



**GILPIN COUNTY COLORADO**  
**Department of Infrastructure and Development Services**

***Division of Public Works***

**255 Braecher Park Road**

**Black Hawk, CO 80422**

**303-582-5004**

**Email: [gcpw@gilpincounty.org](mailto:gcpw@gilpincounty.org)**

Gilpin County Public Works historically provides grading maintenance on Lake Gulch Road during the second week of April when Public Works starts the county wide road grading maintenance program. This county wide program systematically grades all of the county-maintained roads during a two-month period ensuring that all maintained roads receive maintenance at least once during the summer months.

During the rest of the year Lake Gulch Road will have road maintenance performed another two to three times that varies depending on weather conditions and how the traffic deteriorates the road.

Gilpin County performs a standard Grading procedure during maintenance operations consisting of:

***These procedures require the use of a Road Grader, Water truck and a Vibratory Smooth Drum Roller.***

1. Pulling the ditch to remove the accumulated material and realigning the ditch to proper position Including the area before and after a culvert.
2. Cutting the road surface to reestablish a four percent V-shaped crown using standard operating procedures that maintains the V-shape.
3. Cutting the shoulder as needed to provide more usable material and remove any berms created through winter snow removal activities.
4. Laying out the generated material in a consistent depth to achieve the finished road with a V-shaped 4 percent crown (variable to 3-6 percent).
5. The finished graded road gets compacted with a vibratory steel drum compaction roller.
6. During this maintenance process water is applied to the road using a water truck during the following procedures;
  - i. First application provides a presoak before grading starts.
  - ii. After the road has been cut soaking the hardpan before layback procedures.
  - iii. Before and after the compaction application.
  - iv. Water will be applied more often to keep the road material from drying out during all procedures if needed.
  - v. Water should be applied for a topical treatment to create a crust on the finished compacted road surface.

## **ADDENDUM TO MAINTENANCE SCHEDULE**

Scheduled maintenance of Lake Gulch Road is important and required but not the only instances when maintenance may be needed and therefore required. Increased use, adverse weather conditions, or poor or substandard road conditions on Lake Gulch Road may trigger the need for additional unscheduled maintenance. Black Hawk and Central City will perform both scheduled and unscheduled maintenance. Regular monitoring of the Lake Gulch Road and tracking of weather forecasts and conditions is important for timely maintenance. Black Hawk and Central City shall also inform the public with signage and other means the extent to which each City is responsible for maintenance of Lake Gulch Road. Each City shall provide a contact phone number and email address by which members of the public can submit concerns with the road conditions on Lake Gulch Road. Legitimate concerns must be timely addressed by the Cities. Maintenance as previously defined necessarily includes without limitation grading, resurfacing, snow plowing/removal, dust suppression, leveling, shoulder work, drainage and ditch work, culverts, structural support, rock/debris/obstruction removal, compaction, fixing pot holes, and smoothing washboards.

The following hyperlink is to the County's snow and ice removal policy for roads. The most recent version of this policy is attached. The snow and ice removal policy is, however, a living document and subject to revision and improvement. So, for the most current requirements under this policy in the future, the Cities are required to access the most recent version of the policy through the below link:

[http://gilpinco.hosted.civicle.com/UserFiles/Servers/Server\\_9285172/File/Depts/Public%20Works/2011Count%20SnowIceRemPolicy.pdf](http://gilpinco.hosted.civicle.com/UserFiles/Servers/Server_9285172/File/Depts/Public%20Works/2011Count%20SnowIceRemPolicy.pdf)



# GILPIN COUNTY PUBLIC WORKS BLACK HAWK, COLORADO

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## **COUNTY SNOW AND ICE REMOVAL POLICY**

**GENERAL:** Snow and ice removal operations within Gilpin County are considered a vital part of the economic and social welfare of the County. Economics, however, requires a balance between the level of service and the resources available to perform snow and ice removal. The basic philosophy governing Gilpin County's Snow and Ice Removal Policy is that except during some blizzard conditions, main County roads (collector roads) including all school bus routes, will receive top priority. These roads will be plowed and/or sanded in a timely manner to facilitate the movement of vehicles from areas within the County such as between business districts and rural subdivisions. County roads classified as local roads (usually roads within subdivisions) will receive very limited exceptions. Gilpin County will only provide snow and ice removal on Level I and/or Level II roads (Collector and select roads of high importance) during the nighttime hours.

**PROCEDURE:** Specific Gilpin County snow and ice removal policies are as follows:

1. All of Gilpin County's roads are categorized by the level of snow and ice removal efforts which will be devoted to them. The various levels of snow and ice removal services, the degree of service, and the roadways which fall within each level are identified below.
  - A. Level I Roads: This level includes collector and select roads of high importance (as determined by the Gilpin County Public Works Department). Level I roads will be plowed and sanded during night time hours to accommodate late night vehicle movement. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m., 20-24 hours a day during snow storms.
  - B. Level II Roads: This level includes all collector roads. This level also includes all local roads that currently have a school bus route. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m. In the event of extreme severe weather, level II roads may not be plowed until all Level I roads have been opened. This level will receive priority over Level III and Level IV roads and will be plowed and sanded within the first 24 hours after snowfall has ended.

## GILPIN COUNTY SNOW AND ICE REMOVAL POLICY

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- C. Level III Roads: This level includes County roads classified as local. Level III roads are the remaining roads which are not included in Level I and/or Level II above and are mostly those roads located within subdivisions and low volume roads serving a remote area or location. Level III roads will be plowed and /or sanded as needed for snowfalls exceeding four inches, after the needs of Level I and Level II are met. Plowing and sanding operations will normally be carried out between the hours of 4:30 a.m. – 3:00 p.m. This priority level will normally be provided within 24-48 hours after snowfall has ended.
  - D. Level IV Roads: Level IV roads are roads such as forest service roads, seasonal roads or roads designated on plats filed with the County or dedicated for public use, but have not been formally accepted by the Gilpin County Board of Commissioners for maintenance. Only emergency maintenance will be provided on Level IV roads. Emergency maintenance can only be approved by the Gilpin County Public Works Department.
- 2. In the event that a Level I, II or III road is contained in a current intergovernmental agreement with another entity that road will be maintained by the County and shall be maintained according to the county's snow and ice removal policy.
  - 3. As noted earlier, in the event that blizzard conditions exist with high winds, creating extremely low visibility, Gilpin County may not attempt to provide any snow and ice removal services for any of the above-described levels of services until the blizzard conditions have ended.
  - 4. Gilpin County normally will spread sand only on steep hills, curves and intersections, and will not spread sand continuously along roadways.
  - 5. Gilpin County will address problem areas such as access to mailbox units, isolated slick spots, etc. only after snow and ice removal operations on Level I, II and III roads have been met.
  - 6. Gilpin County will not be responsible for any damage to newspaper delivery boxes, mailboxes, or mailbox units unless they are physically struck by county equipment. It is the homeowner's responsibility to see that paper boxes and/or mailboxes are properly placed and marked and sturdy enough to ensure that they will not be damaged or destroyed by snow being thrown from passing snowplows. Gilpin County will only replace mailboxes which are physically hit by snowplows, provided that the mailboxes are properly located and marked.

## GILPIN COUNTY SNOW AND ICE REMOVAL POLICY

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7. Gilpin County will not be responsible for snow removal in front of mailboxes to ensure mail delivery; this is the owner's responsibility.
8. Gilpin County will not provide towing service for private or public vehicles which are struck in the snow or have run off the road. Snowplow and sanding truck operators may provide assistance if they are passing by, but will not make a special trip to assist. If a tow strap or chain is required to pull a vehicle owner of a stranded vehicle, the owner must physically hook the tow strap or chain to his or her vehicle. Gilpin County operators will not be allowed to hook the tow strap or chain to any vehicle other than Gilpin County's.
9. The practice of pushing snow onto or across Gilpin County's roadways endangers the traveling public as well as snow plow operators. Colorado Revised State Statutes make it unlawful to store or deposit snow on the public right-of-way. Gilpin County residents may receive a warning and/or summons for snow pushed onto the County's right-of-way from driveways, sidewalks, parking lots, etc.
10. The parking of vehicles on the traveled portion of County maintained right-of-ways is prohibited. Colorado Revised State Statutes and Gilpin County Ordinance 97-1 make it unlawful to park on the traveled portion of a roadway. Gilpin County residents and/or tourists may receive a warning and/or summons for parking vehicles on the traveled portion of a Gilpin County right-of-way or cul-de-sac.
11. Gilpin County will not plow private driveways or roads except in the case of a life-threatening emergency. Any emergency request will be forwarded to the Gilpin County Public Works Department from the Gilpin County Sheriff's Office. A decision at the time will be made by the Director to have the driveway or roadway plowed at the Sheriff's Office's request.



## **GILPIN COUNTY COLORADO**

### **Department of Infrastructure and Development Services**

#### ***Division of Public Works***

**255 Braecher Park Road**

**Black Hawk, CO 80422**

**303-582-5004**


**Email: [gcpw@gilpincounty.org](mailto:gcpw@gilpincounty.org)**

Gilpin County Public Works provides Winter Maintenance in accordance to the Gilpin County Snow and Ice Policy.

Lake Gulch Road is considered to be a Level III road and would receive maintenance during the day time shift as provide by policy.

#### ***Snow and Ice removal practices include;***

1. Upon activation of the Day Time snow removal shift, all roads will have two lanes plowed during and until after the end of snowfall to the point all maintained roads are plowed open. Roads will be sanded according to policy.
2. After all maintained roads are plowed open, then roads that need to be widened further from the two plowed lanes, may be plowed from edge of road hinge point to edge of road hinge point. Roads will be sanded as necessary during this procedure.
3. Snowpack and ice will receive maintenance as time and necessity mandates. Snowpack and ice will be cut off the road by heavy equipment or will be sanded or may have both treatments performed.
4. If the snow berm on the sides of the road becomes too large to continue plowing the roads open to each hinge point, then more maintenance will be performed to achieve more snow storage area on the side of the roads through one or more means.
  - I. Using heavy equipment to push the snow berm further away from the road surface to generate snow storage area.
  - II. Using heavy equipment to cross the snow from one side of the road to the opposite side and further off to generate the necessary snow storage area.
  - III. Using heavy equipment to load the snow berm and haul away to create snow storage.
5. Winds may cause snow drifting and will be plowed or removed as necessary.



# Gilpin County

## *Guide to Better road Maintenance.*

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Here at Gilpin County it is our mission to provide the traveling motorist with a safe hazard free driving experience. This is achieved through time tested grading techniques.

As a grader operator it is important that you know that when you have completed grading a road that the following objectives have been met.

1. Drainage. The ditch should be pulled clean of all rock and debris, Culverts dug out, and no wind rows left on side of the road that will slow the flow of water.
2. Grading. After cutting the road the wind row should be worked from the fill side towards the ditch and back in an opposite direction to sift out good material and put any rocks or debris off of the fill side of the road.
3. Crown. All roads with very few exceptions will be crowned to allow for proper drainage a road with a 6% crown is less likely to pot hole than a flat road.
4. Rocks. Under no circumstance should excessive amounts of rocks, or rocks larger than ¾" diameter be left on the road way.
5. Driveways. Driveways should always meet the edge of county road, No grade changes should ever be made to accommodate a driveway.
6. Details. When you have finished grading a road take time to drive it. Look at the whole road are the signs and delineator bases shoveled. Have any berms in front of driveways been addressed. Will the road drain properly? And does the road drive good. Take pride in every road that you work!

# **MOTOR GRADER LEVEL II**

## **ODYSSEY of a DIRT ROAD**

(Provided with the permission of William F. Heiden)

Many of our dirt roads first began as game trails. Later they developed into footpaths and wagon paths. In the early part of the century these wagon paths became the roads that the first automobiles followed. With the advent of the motor grader, it was possible to grade these wagon paths into simple smoothed-out roads. Good engineering, recent technology and centuries of road building knowledge have not been passed on to the operators of these graders and in many cases, their supervisors. The equipment available today, but often misused (not abused) has become much more powerful and sophisticated. The road maintenance supervisors have generally learned their skills from knowledge passed down by their fathers, grandfathers or other tellers of old wives tales. The operator, in most cases have not taken or allowed to taken or allowed to take advantage of his equipment, nor has been taught the necessary skills.

Gravel and dirt roads make up approximately two-thirds of all roads in the United States. However, the money allocated to these roads is only a small portion of the total spent on roads. Therefore, it is mandatory that we take full advantage of the knowledge, tools and techniques available to us. Over the last fort years I have learned from textbooks -- but more importantly from experience and introspection that certain problems associated with dirt roads are self-evident. All of us can see these problems if we know what to look for I call these items the commandments of unpaved roads. They are as follows:

### **THE THINKING PROCESS**

**FOUR WHEEL PATHS** - This is necessary so that the intervals between maintenance can be minimized. When only two or three wheel paths are used, a road will wear out twice as fast as four wheel paths.

**CENTER LINE** - As basic as it sounds, the centerline must be in the middle of the road. This facilitates the construction, maintenance and proper gravel thickness across the entire roadway. The grader operator **MUST** be aware of this in the construction of the road, in the laying of the gravel, and in the subsequent maintenance.

# MOTOR GRADER

## LEVEL II

### OPERATIONS

**GRADE THE ENTIRE ROADWAY** - From the edge to edge! This requires at least five grader passes to cut, and four to lay back. Depending on the width of the road, more may be required.

**QUALITY FIRST** - Production is second. The road may be cut in second gear. The layback is done in first gear. Going faster only starts the washboard.

**CUT ALL WASHBOARDS AND POTHOLE**s - If it isn't done, they will reflect through and shorten the interval until the next service. Pay now - or pay sooner (and more than you should).

**MARK CENTERLINE** - This can be done with the grader tires. The attachment better defines this principle.

**LAY BACK IN FIRST GEAR** - This will minimize the wave or the beginning of a new washboard. Uneven tire wear, loose graders, worn cutting edges and uneven tire pressure are all villains working against getting that perfect surface. **Remember, quality first.**

**NEVER EVER LEAVE A WINDROW or WORKING BERM** - The windrows are water traps and driver intimidators. They cause erosion, and soft spots for an extended period after precipitation. Get the water off and away from the road. The driver intimidation goes back to rule one.

### LONGIVITY

Using the above techniques will make a road last seven or more times longer than just normal (dry) maintenance. Or a phone call every seven weeks instead of every week.

**USE DUST SUPPRESSANTS** - This will increase the life between maintenance at least another seven times. Roads that were serviced once a week becomes once a year. Studies show that an untreated gravel road will loose two and one-half tons of gravel for each vehicle traveled each day (ADT) over one mile per year. Roads treated with dust suppressants will loose only about one ton of gravel over the same period. A reduction of gravel loss to about forty percent of a surface without. The economics speak for themselves.

# **MOTOR GRADER LEVEL II**

**CROSS SLOPE** - A consistent grade allows the driver to maintain a steady pressure on the steering wheel and enables him/her to drive down the right lane easily as he/she was trained to do. To achieve this end, the cross slope **MUST** be predetermined and adhered to throughout the agency. The importance of using a simple tool called a **SLOPEMETER**, which allows the cross slope to be kept within one-half percent of the predetermined grade, should be emphasized. (See Rule one)

**PARALLEL ROADWAY EDGES** - The opposite edges of the road must be parallel to the centerline and to each other. In other words, the road width and the lane widths must be a constant. Road and lanes of varying width will confuse the driver. The driver, when in doubt or threatened tends to drive down the middle. (See Rule one)

**DRIVEWAY INTIMIDATION** - Does the driveway meet the road or does the road meet the driveway? In many cases the road does meet the driveway, causing the driver to make adjustments to his/her steering wheel that he/she finds uncomfortable. So the vehicle moves back to the center of the road. (See Rule one).

**ROADSIDE INTIMIDATION** - This is caused by objects such as mailboxes, trees, power poles, fences, improperly placed delineators, speed or warning signs as well as more subtle objects such as bushes, weeds or high grass. To avoid these hazards, traffic again moves to the middle of the road. (See Rule one).

## **LOGISTICS**

**PROPER ROAD SURFACE MATERIAL** - This commandment is made up of three equally important ingredients:

**GOOD GRADATION  
PROPER MOISTURE  
PROPER COMPACTION**

All of these ingredients must be available in order to have an excellent road. The specifications, may be adjusted under the watchful eye of a skilled technician. Although it doesn't seem like I spent much effort on the material here, it is as important commandment as the rest.

# MOTOR GRADER

## LEVEL II

### GRADER PASSES

**Proper traffic control devices must be set up prior to any grading effort.**

**Pass One** - as shown on page one is required so that the entire road is graded. This pass may be made going with traffic or going into traffic. This is the first cutting pass and must be done at the cross slope previously determined. This cut needs only be as wide as will be needed to store the last windrow before first lay back pass (pass six).

**Pass Two** - As shown on page one, cuts the opposite side of the road at the predetermined cross slope. Depending on the width of the road, the windrow may be placed at any location within the lane, except at the centerline.

**Pass Three** - As shown on page one, cuts at the predetermined cross grade across the centerline and leaves the tire tracks from the rear tandem grader tire at the centerline. The windrow is a wedge-shaped deposit. The rear tandem tire of the grader must be placed just to the right of the centerline as shown. This is the first important step in marking the centerline for future passes.

**Pass Four** - As shown on page two, cuts the opposite lane at the predetermined cross slope. Again the grader tandem tires must mark the centerline. At this point there are two parallel tire marks delineating the centerline. The windrow will be in the center of the left lane as we are looking at it.

**Pass Five** - As shown on page two, simple continues the cutting process at the predetermined cross slope and deposits the windrow in the area cut on pass one.

**Pass Six** - As shown on page two, starts the lay back process. This process must be done in first gear and will determine the depth of the lift left during the remaining passes.

**Pass Seven** - As shown on page three, carries the windrow at the depth used in pass six, at the predetermined cross slope across the centerline. The tracks left previously will be obliterated and new tracks known left by the right rear tandems must be placed at the exact same spot as the tracks left in pass four.

**Pass Eight** - As shown on page three, establishes the predetermined cross slope at the centerline and carries it into the right lane as shown. This pass is the final establishment of the centerline.

# **MOTOR GRADER LEVEL II**

**Pass Nine** - As shown on page three, is the final pass. The windrow must zero out at the edge of the road without changing the predetermined grade or placing material in the ditch.

**The above requires good equipment, straight cutting edges and above all, a skilled and dedicated operator.**

**A Wag once said:**

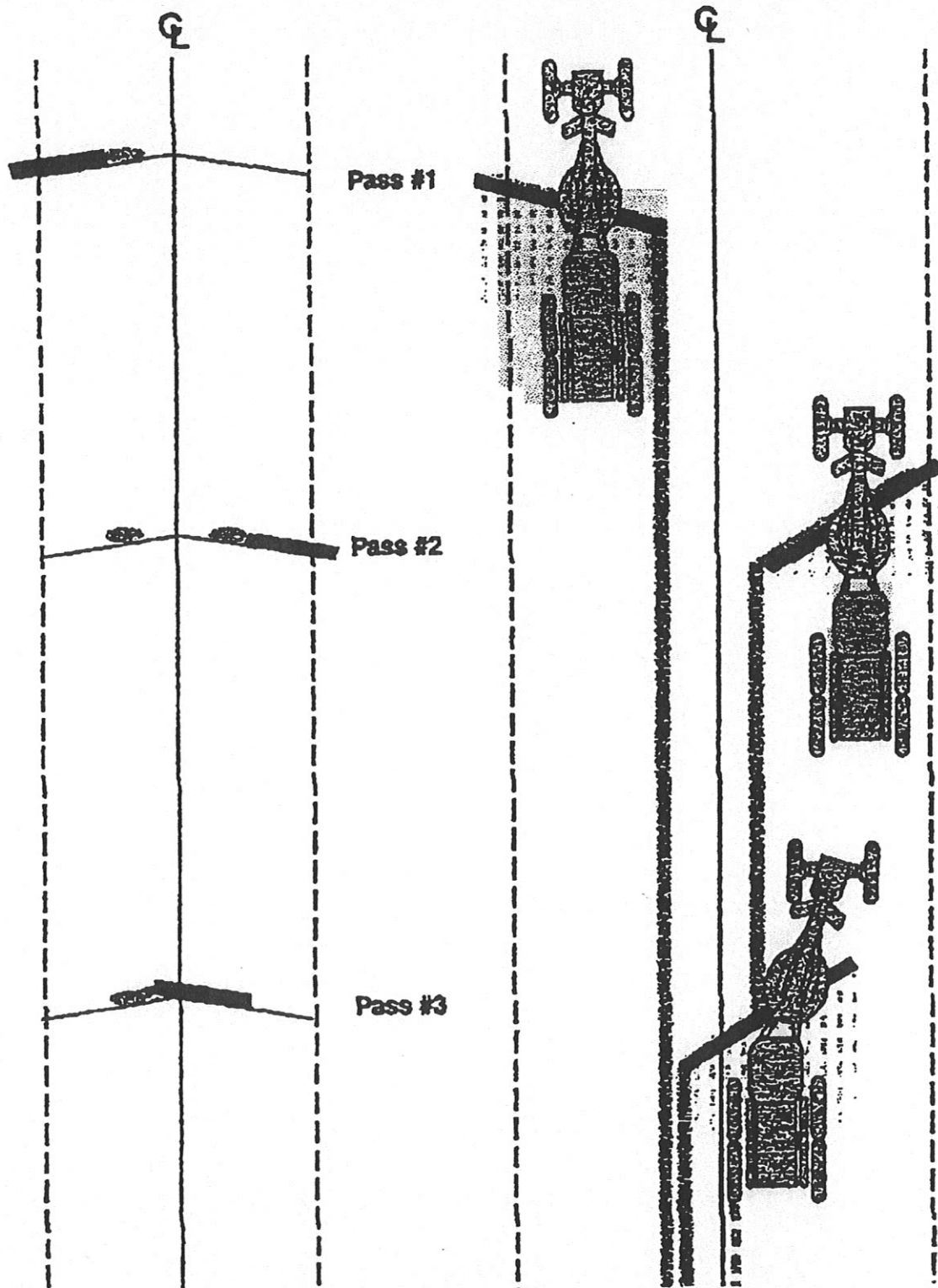
I told Orville that,

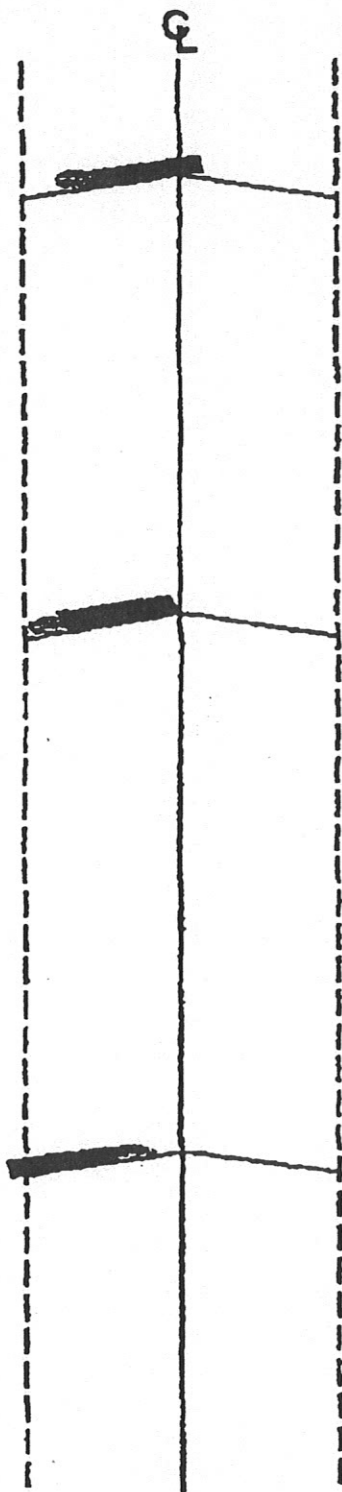
I told Wilbur that.

And I'm telling you that,

It can't be done.

I'm telling you that it can, it does take skill, practice and patience. The driving public is the winner.



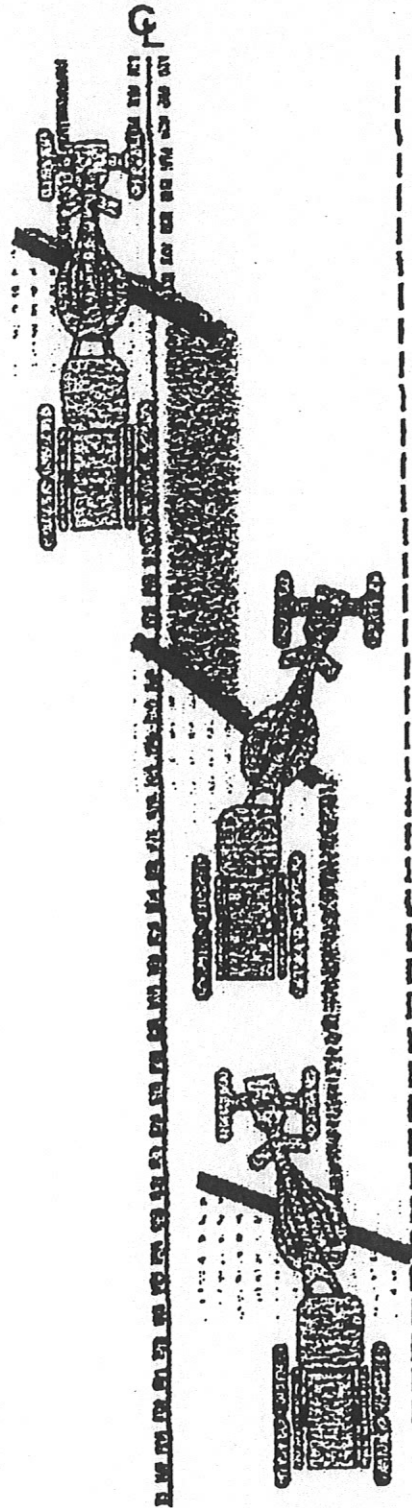
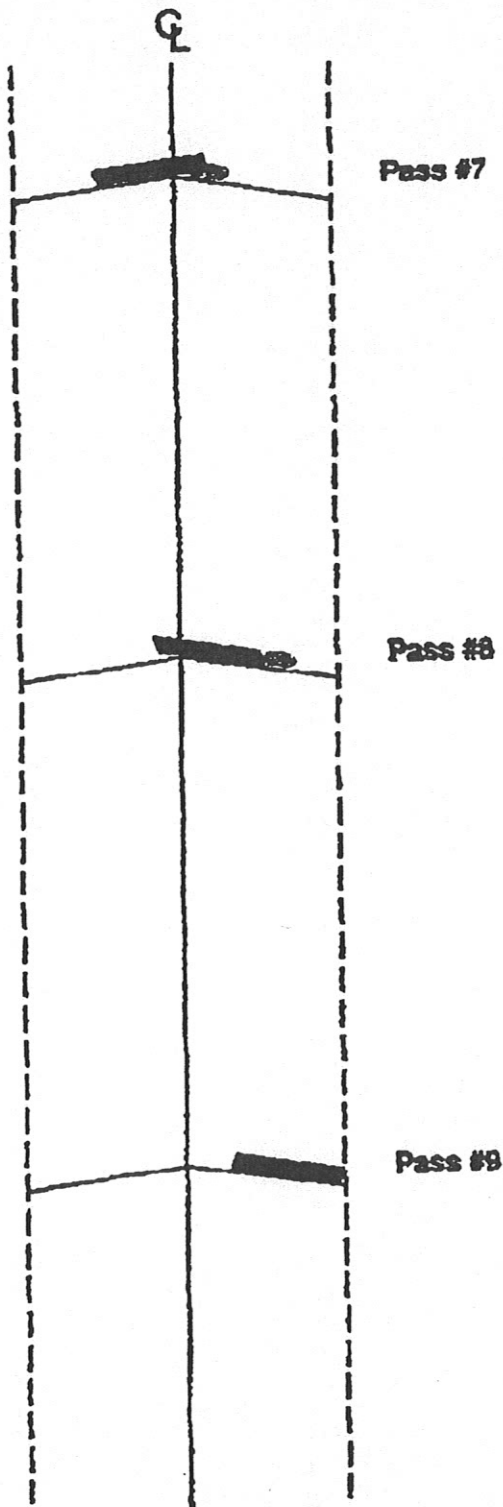


Pass #4

Pass #5

Pass #6

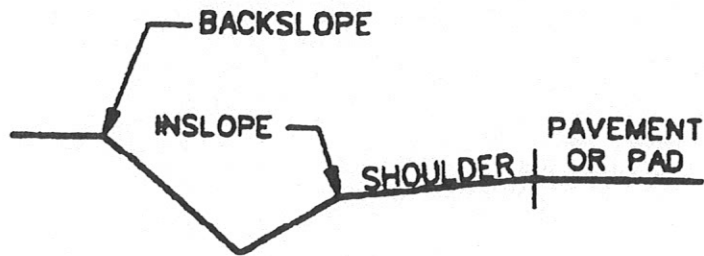




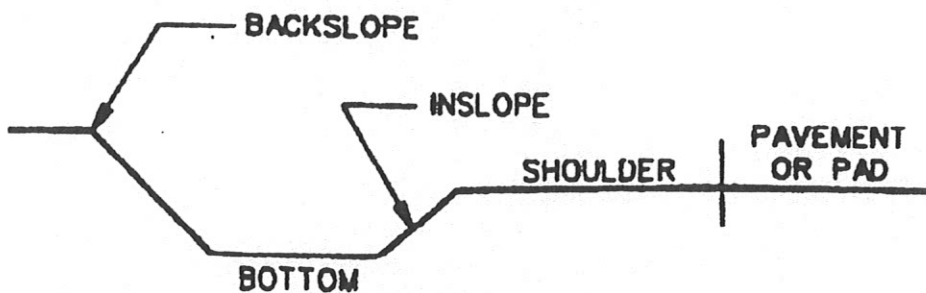
# MOTOR GRADER LEVEL II

## Procedures On Performing Flat Bottom Ditch:

1. Interpret data on grade stake.
2. Operate sideshift to extreme left.
3. Rotate circle until point of blade is inside and behind right front wheel.



**V-DITCH**



**FLAT BOTTOM DITCH**

## MOTOR GRADER LEVEL II

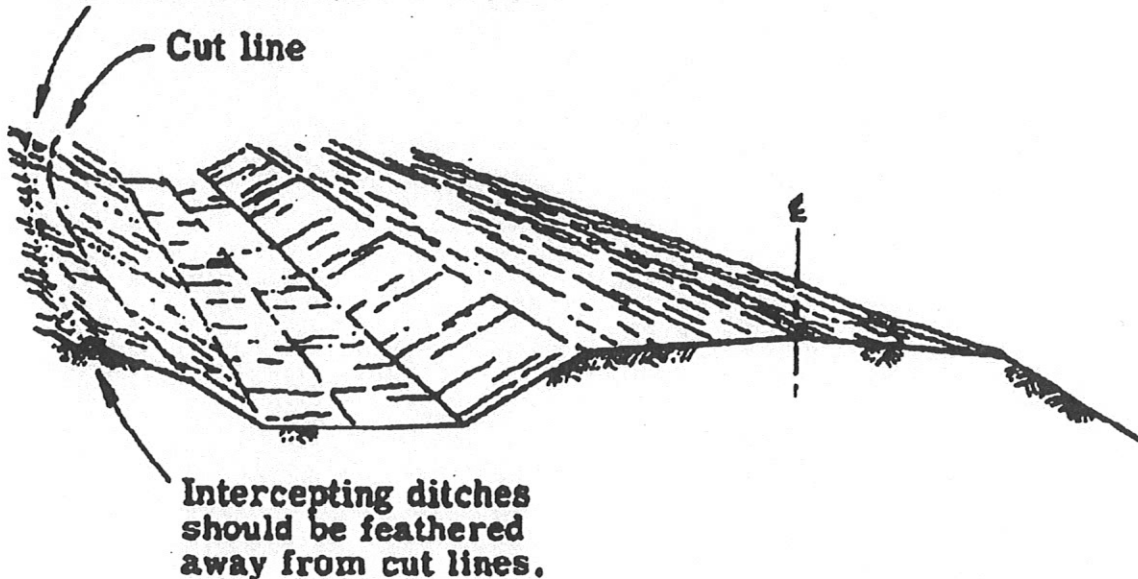
4. Place heel of blade inside of left tandems allowing room for placement of windrow inside of tandems.

**Note:** *Leaning of front wheels will counteract side draft of blade. Keep blade toe in line with inside edge of lead tire while maintaining a straight line.*

5. Continue cutting to desired depth, keeping front tires in bottom of ditch.

**Note:** *Each ditch cut should be made as deep as possible with blade inside and behind of lead tire, and without stalling grader.*

**Intercepting ditches cut off excessive drainage on slopes.**



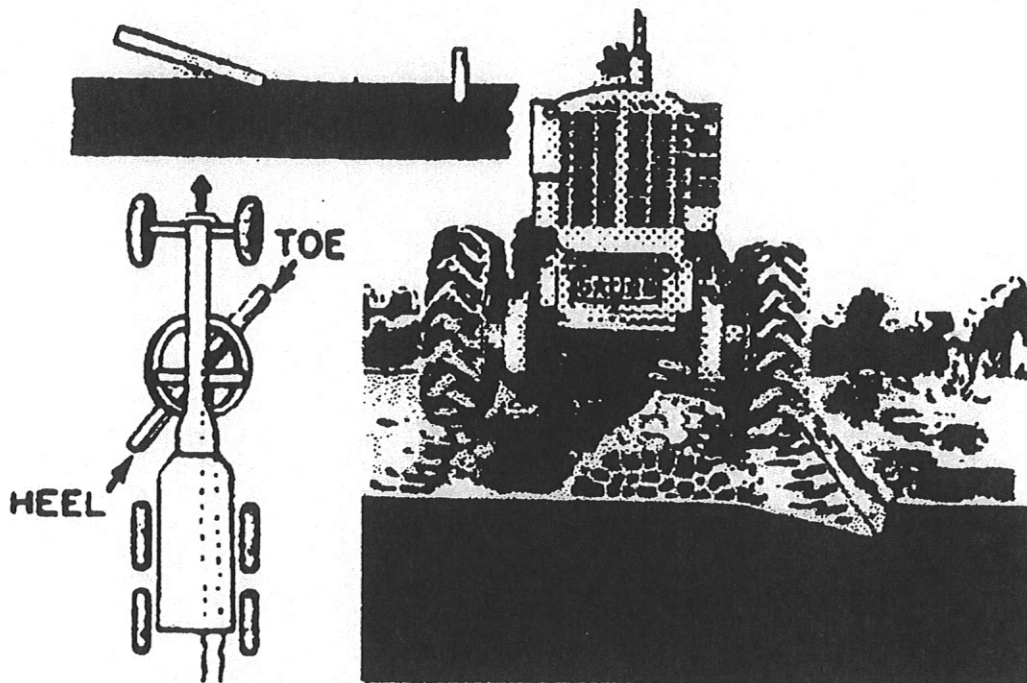
6. Return to road surface and remove windrow from bottom of ditch to road surface.
7. Continue cutting ditch to desired depth removing windrow after every pass.

# MOTOR GRADER LEVEL II

## Procedures On Cutting A V-Ditch:

1. Interpret data on grade stakes.
2. Position the machine at the beginning of where you are going to put the ditch.
3. Move the circle side shift all the way to the left.
4. Rotate the circle to position the toe of the blade behind the right front tire.

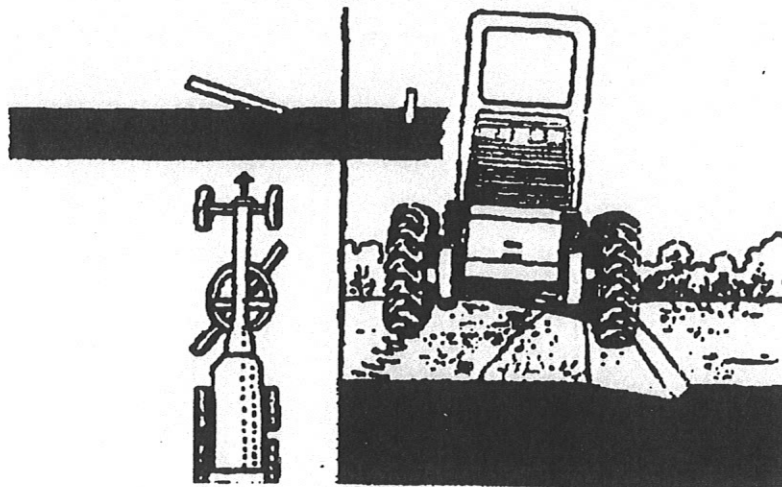
***Note: Use extreme caution as to not hit or touch the front tire.***



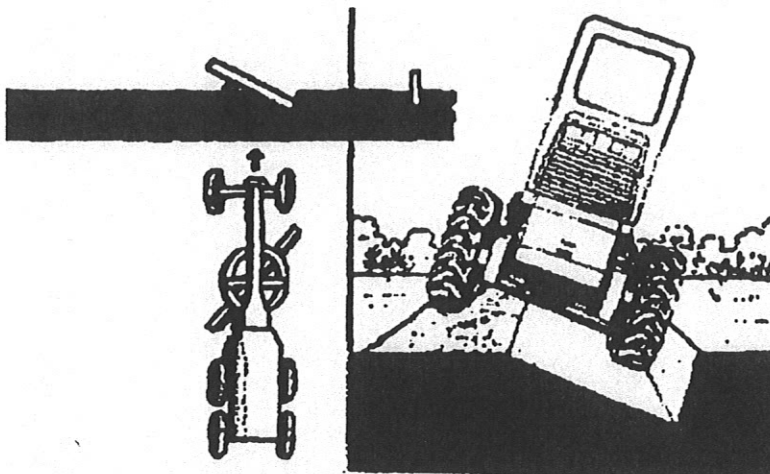
## MOTOR GRADER LEVEL II

5. Raise the left lift cylinder to the full up position.

**Note:** If blade heel is not in the full up position, it will cut into the driving surface and create the first step in piping of road.



6. Lower the right blade lift cylinder to set blade tip for desired depth of cut.



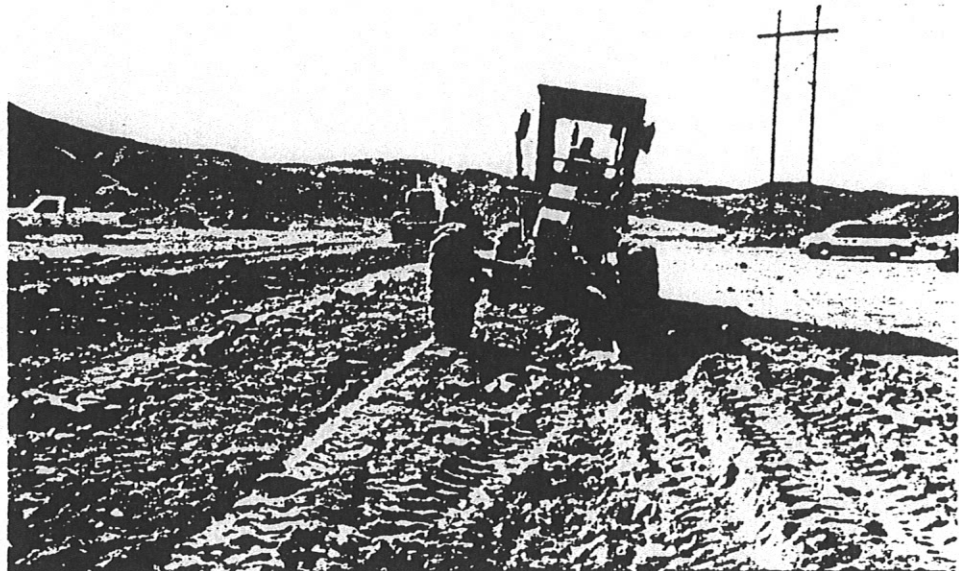
## MOTOR GRADER LEVEL II

7. Lean front wheels to left, and engage differential lock and make a 4 to 5in marking cut.

***Note: Leaning of the front tires will counteract sidedraft of blade. Keep blade toe in line with outside edge of lead tire while maintaining a straight line.***

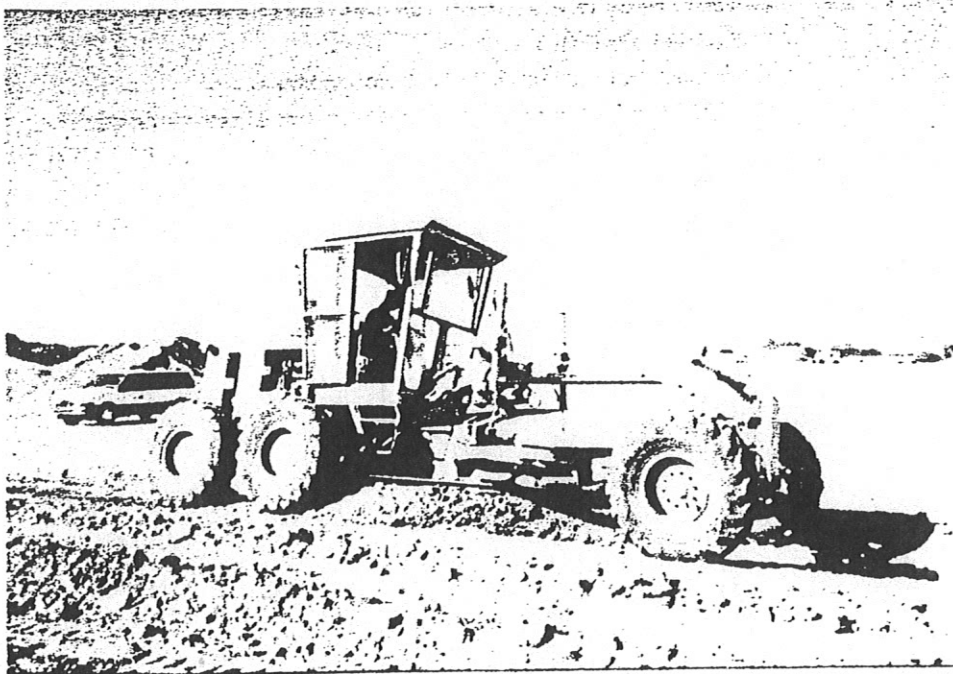
8. Continue cutting to desired depth, keeping front tire in bottom of ditch.

***Note: Each ditch cut should be made as deep as possible with blade toe in line with center of lead tire, and without stalling grader.***



## MOTOR GRADER LEVEL II

9. Continue ditching and bringing successive cuts in from edge of back slope; blade toe will be in line with bottom of ditch on the final cut.



## MOTOR GRADER LEVEL II

### Procedures On Blending And Spreading Of Materials On A Roadbed:

1. Tilt moldboard to the forward position.

***Note: This will create a rolling and mixing action***

2. Raise blade to the full up position.
3. Proceed to work area.
4. Start first pass, windrowing material.

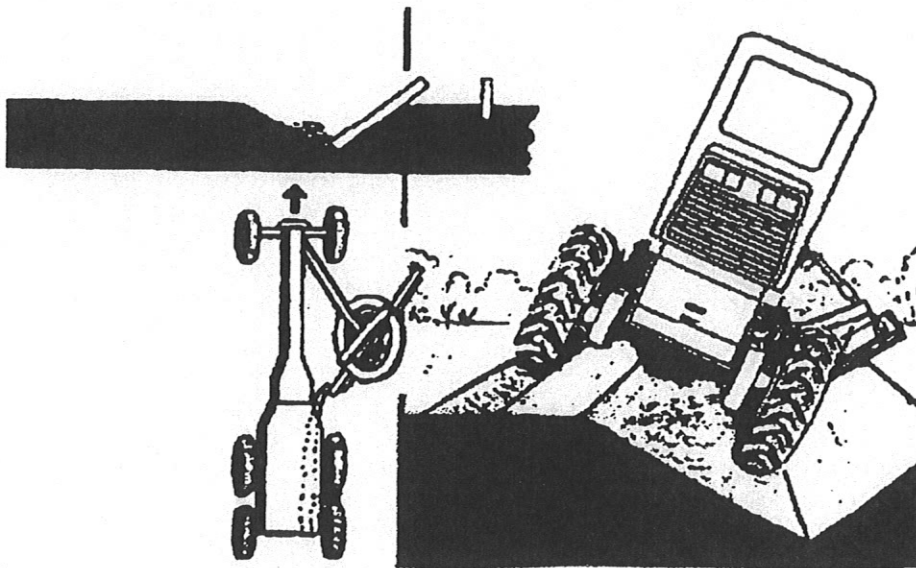


5. Continue windrowing and blading material back and forth until mix is uniform.
6. After obtaining designated mix, angle blade back to a 20 to 30 degree position and spread material on road by windrowing back and forth across road.

# MOTOR GRADER LEVEL II

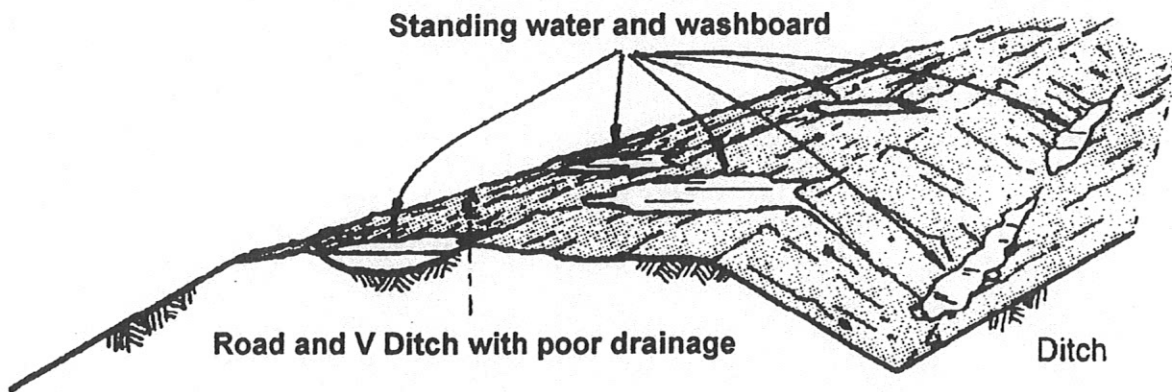
## Procedures On Back Sloping:

1. First cut V-Ditch to desired depth.
2. Circle shift to right side.
3. Raise toe fully, circle so that toe is to outside of right front lead tire.
4. Lower heel to bottom of V-Ditch.
5. Lower toe for desired back slope angle.
6. Pull forward placing windrow inside of rear tandems.



# MOTOR GRADER LEVEL II

## COMMON ROAD PROBLEMS



**NOTE: Washboard and pot holes must be cut out and the % of crown cut at the same time to assure proper drainage. Laying material over washboards or pot holes without cutting them out is a wasted operation. The fill material will be blown out after a vehicle or two.**

QUITCLAIM DEED

APPENDIX 5 to IGA

The Board of County Commissioners of the County of Gilpin, State of Colorado, whose address is 203 Eureka Street, Central City, Colorado, Grantor, for the consideration of Ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby remises, releases, sells and quitclaims to the City of Black Hawk, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422, County of Gilpin, State of Colorado, Grantee, the following real property in the County of Gilpin, State of Colorado, to wit:

That portion of the prescriptive roadway currently identified as approximately twenty-two (22) feet in width, or such greater width that has been prescriptively used as of the date of this Deed, extending from the western edge of the Lake Gulch Whisky Resort annexation easterly to the eastern boundary of the Lake Gulch Whisky Resort annexation, as marked by the arrows on the attached **Exhibit A** and more particularly depicted in blue on the attached **Exhibit A**.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or in equity, to the only proper use, benefit, and behoof of Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS  
OF GILPIN COUNTY**

\_\_\_\_\_  
By: Linda Isenhardt, Chair

Attest:

\_\_\_\_\_  
Sharon Cate,  
Deputy Clerk to the Board of County Commissioners

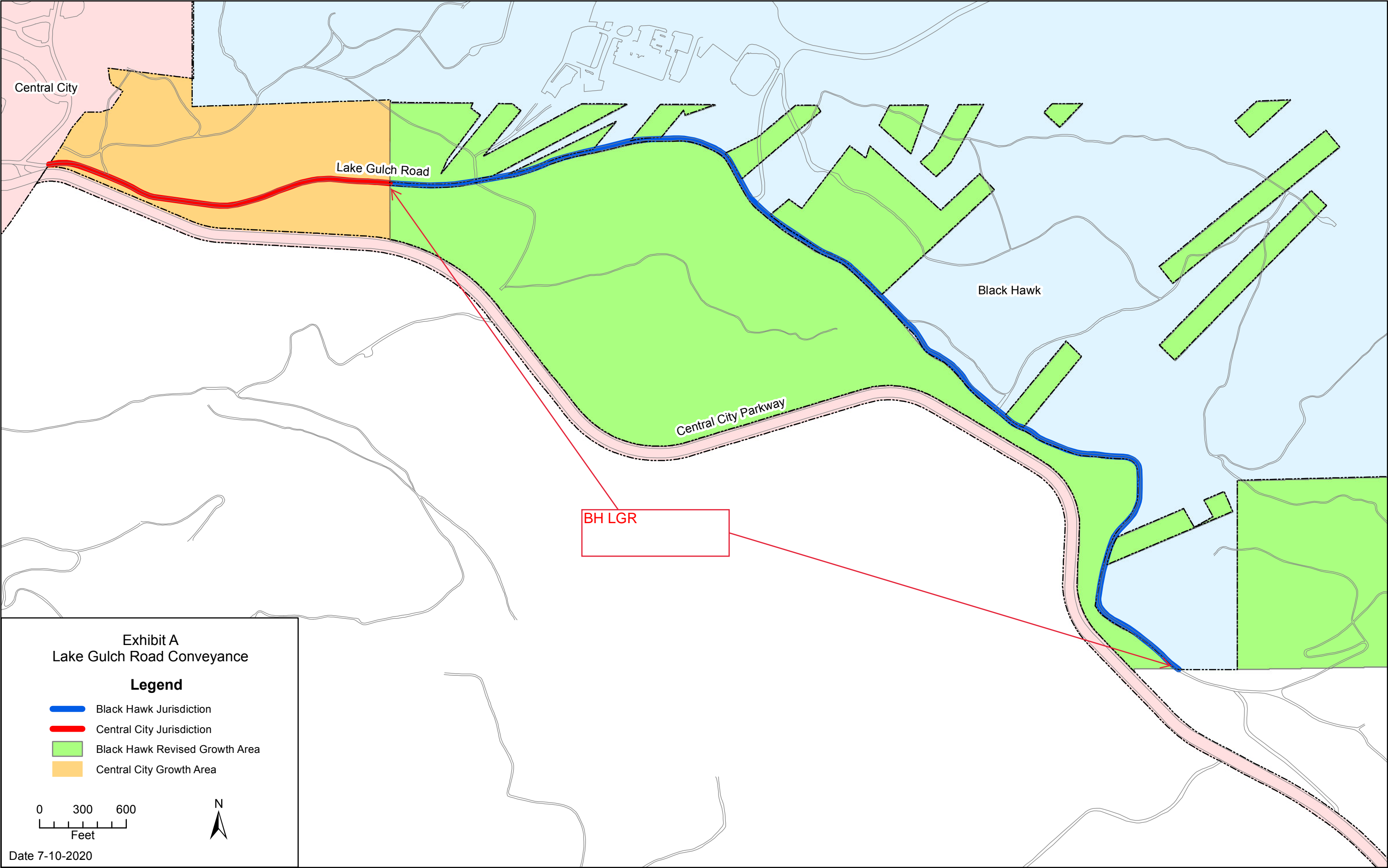
STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Linda Isenhardt as the Chair of the Board of County Commissioners of Gilpin County.

My commission expires: \_\_\_\_\_


Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



"Real Property Transfer Declaration"  
Not Received

Gilpin County  
State Documentary Fee  
\$ -0-

04/23/2021 08:24 AM 169027  
SAHARI MCCORMICK GILPIN COUNTY, CO  
Receipt #45860 Page 1 of 3  
319 QUIT CLAIM DEED TotalFee:0.00 DocFee:0.00  




QUITCLAIM DEED

APPENDIX 5 to IGA

The Board of County Commissioners of the County of Gilpin, State of Colorado, whose address is 203 Eureka Street, Central City, Colorado, Grantor, for the consideration of Ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby remises, releases, sells and quitclaims to the City of Black Hawk, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422, County of Gilpin, State of Colorado, Grantee, the following real property in the County of Gilpin, State of Colorado, to wit:

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TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or in equity, to the only proper use, benefit, and behoof of Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this 22<sup>nd</sup> day of April, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF GILPIN COUNTY

  
By: Linda Isenhart, Chair

Attest:

  
Sharon Cate,  
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Gilpin )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2021, by Linda Isenhart as the Chair of the Board of County Commissioners of Gilpin County.



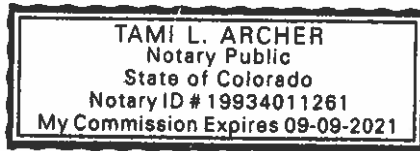
My commission expires:

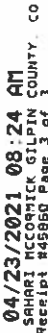
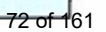
09.09.2021

Witness my hand and official seal.

Tami L. Archer

Notary Public





**COUNCIL BILL 12  
ORDINANCE 2021-12  
AN ORDINANCE  
APPROVING THE FTA  
SECTION 5311 OPERATING  
GRANT AGREEMENT  
BETWEEN THE COLORADO  
DEPARTMENT OF  
TRANSPORTATION,  
DIVISION OF TRANSIT AND  
RAIL AND THE CITY OF  
BLACK HAWK dba BLACK  
HAWK AND CENTRAL  
CITY TRAMWAY FOR 2021  
IN AN AMOUNT NOT TO  
EXCEED \$112,884.00**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB12

ORDINANCE NUMBER: 2021-12

**TITLE: AN ORDINANCE APPROVING THE FTA SECTION 5311 OPERATING GRANT AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL AND THE CITY OF BLACK HAWK dba BLACK HAWK AND CENTRAL CITY TRAMWAY FOR 2021 IN AN AMOUNT NOT TO EXCEED \$112,884.00**

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

Section 1. The City of Black Hawk hereby approves the FTA Section 5311 Operating Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2021 in an amount not to exceed \$112,884.00, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen 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 Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

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

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

READ, PASSED AND ORDERED POSTED this 28<sup>th</sup> day of April, 2021.

ATTEST:

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

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

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** Acceptance of 2021 FTA Section 5311 Operating Grant administered by Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway.

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

**MOTION TO APPROVE** Council Bill 2021-12, an Ordinance approving the FTA Section 5311 Operating Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail, and the City of Black Hawk dba Black Hawk and Central City Tramway for 2021 in an amount not to exceed \$112,884.00.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The City was successful in being awarded a FTA 5311 grant for operating the shuttle service. This grant is administered by CDOT. This grant amount is \$112,884.00 and requires a 50% match. This is the same grant program we have been fortunate to received since 2018. This grant is typically used to offset some of the costs incurred with our contract operator MV.

**AGENDA DATE:** April 28, 2021

**WORKSHOP DATE:** April 28, 2021

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Thomas Isbester

**DOCUMENTS ATTACHED:** Grant Agreement

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

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

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

**SUBMITTED BY:**



---

Thomas Isbester, Public Works Director

**REVIEWED BY:**



---

Stephen N. Cole, City Manager

# STATE OF COLORADO SUBAWARD AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Agreement Number / PO Number</b> 21-HTR-ZL-00240 / 491002530
<b>Subrecipient</b> CITY OF BLACK HAWK	<b>Agreement Performance Beginning Date</b> The Effective Date
<b>Subaward Agreement Amount</b>	<b>Initial Agreement Expiration Date</b> December 31, 2021
Federal Funds Maximum Amount (50%)                      \$112,884.00	<b>Fund Expenditure End Date</b> December 31, 2021
Local Funds Local Match Amount (50%)                \$112,884.00	<b>Agreement Authority</b> Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Total                                      \$225,768.00	
<b>Agreement Purpose</b> In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this Agreement by the Subrecipient is more specifically described in Exhibit A.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work and Budget.</li> <li>2. Exhibit B – Sample Option Letter.</li> <li>3. Exhibit C – Federal Provisions.</li> <li>4. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>5. Exhibit E – Verification of Payment.</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit C – Federal Provisions.</li> <li>2. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>3. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>4. The provisions of the other sections of the main body of this Agreement.</li> <li>5. Exhibit A – Statement of Work and Budget.</li> <li>6. Executed Option Letters (if any).</li> </ol>	
<b>Principal Representatives</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           For the State:            Moira Moon            Division of Transit and Rail            Colorado Dept. of Transportation            2829 W. Howard Place            Denver, CO 80204            moira.moon@state.co.us         </div> <div style="width: 45%;">           For Subrecipient:            Tom Isbester            CITY OF BLACK HAWK            PO BOX 68            BLACK HAWK, CO 80422            tisbester@cityofblackhawk.org         </div> </div>	

**SIGNATURE PAGE****THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p align="center"><b>SUBRECIPIENT</b> <b>CITY OF BLACK HAWK</b></p> <p><i>Thomas Isbester</i></p> <hr/> <p>Thomas Isbester</p> <hr/> <p>By: Print Name of Authorized Individual</p> <p>Date: <u>4/9/2021</u></p>	<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p><i>Herman F. Stockinger III</i></p> <hr/> <p>By: Herman Stockinger, Deputy Director and Director of Policy</p> <p>Date: <u>4/13/2021</u></p>
<p>2nd State or Subrecipient Signature if needed</p> <hr/> <hr/> <p>By: Print Name of Authorized Individual</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>N/A</p> <hr/> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p><i>Jon Copeland</i></p> <hr/> <p>By: Department of Transportation</p> <p>Effective Date: <u>4/13/2021</u></p>	

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### 1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

#### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

#### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

#### E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i.**

##### i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a.**

##### iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

#### F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in **§2.D**.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in **§2.C**.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“FTA”** means Federal Transit Administration.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. **“Initial Term”** means the time period defined in **§2.B**.
- S. **“Master Agreement”** means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party

who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records regardless of physical form.
- CC. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

#### 4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### 5. PAYMENTS TO SUBRECIPIENT

##### A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

###### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
  - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
  - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

#### E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

### 6. REPORTING - NOTIFICATION

#### A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

#### B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

#### C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

#### D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. SUBRECIPIENT RECORDS**

### **A. Maintenance**

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

### **B. Inspection**

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### **C. Monitoring**

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

### **D. Final Audit Report**

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **8. CONFIDENTIAL INFORMATION - STATE RECORDS**

### **A. Confidentiality**

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

### **B. Other Entity Access and Nondisclosure Agreements**

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure

provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

**C. Use, Security, and Retention**

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

**F. Safeguarding PII**

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

**B. Apparent Conflicts of Interest**

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

- D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.**

**10. INSURANCE**

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

**E. Primacy of Coverage**

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

**F. Cancellation**

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and

Subrecipient shall forward such notice to the State in accordance with **§14** within seven days of Subrecipient's receipt of such notice.

**G. Subrogation Waiver**

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**H. Public Entities**

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**I. Certificates**

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF AGREEMENT**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. REMEDIES**

**A. State's Remedies**

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

**i. Termination for Breach of Agreement**

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient;

(ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Subrecipient's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. NOTICES and REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination

of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or

Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

**T. Federal Provisions**

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the

Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

Project Description*		2021 5311 Operating						
Federal Awarding Agency					Federal Transit Administration (FTA)			
Federal Regional Contact					Cindy Terwilliger			
Federal Award Date					To Be Determined			
Project End Date					December 31, 2021			
FAIN		To Be Determined			CFDA#		20.509	
CFDA Title		Formula Grants for Rural Areas Program						
Subrecipient		Black Hawk, City of			DUNS #		008384836	
Contact Name		Tom Isbester			Vendor #		2000406	
Address		987 Miners Mesa Road Black Hawk, CO 80422-0068			Phone #		(303) 582-1324	
Email		tisbester@cityofblackhawk.org			Indirect Rate		N/A	
Total Project Budget							\$225,768.00	
Budget	WBS**		ALI	Federal Funds		Local Funds		Total
Operating	21-11-4041.BHWK.600		30.09.01	50%	\$112,884.00	50%	\$112,884.00	\$225,768.00
Total Project Amount Encumbered via this Subaward Agreement							\$225,768.00	

\*This is not a research and development grant.

\*\*The WBS numbers may be replaced without changing the amount of the subaward at CDOT's discretion.

**A. Project Description**

City of Black Hawk shall maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2021 (January 1 – December 31).

**B. Performance Standards**

1. Project Milestones

<b>Milestone Description</b>	<b>Original Estimated Completion Date</b>
Submit Reimbursement Request in COTRAMS	<b>Monthly</b>
Submit Progress Reports to GU Manager	<b>Quarterly</b>
Submit Final Reimbursement Request in COTRAMS	<b>3/1/2022</b>
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: <b>December 31, 2021.</b>	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Black Hawk shall report to the CDOT Project Manager whenever one or more of the following occurs:
  - a. Budget or schedule changes;
  - b. Scheduled milestone or completion dates are not met;
  - c. Identification of problem areas and how the problems will be resolved; and/or
  - d. Expected impacts and the efforts to recover from delays.
3. City of Black Hawk will report on quarterly performance using the Program Measure Report in COTRAMS: Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) will be tracked and reported on by City of Black Hawk; and
4. Performance will be reviewed based on:
  - a. Completion of 5311 Program Measure Reports/Quarterly Reports in COTRAMS, and
  - b. Completion of annual National Transit Database (NTD) Report.
5. City of Black Hawk will assist with DBE reporting to FTA using the Quarterly FTA DBE Report in COTRAMS:
  - a. Contracts awarded, payments made, and contracts completed between City of Black Hawk and prime contractors; and
  - b. Contracts awarded, payments made, and contracts completed between City of Black Hawk's prime contractors and their subcontractors.
6. Reports will be submitted in COTRAMS by City of Black Hawk on or before the following due dates:
  - a. Quarter 1 (for January 1-March 31 reporting period) due April 28<sup>th</sup>;
  - b. Quarter 2 (for April 1-June 30 reporting period) due July 28<sup>th</sup>;
  - c. Quarter 3 (for July 1-September 30 reporting period) due October 28<sup>th</sup>;
  - d. Quarter 4 (for October 1-December 31 reporting period) due January 28<sup>th</sup>.

### C. Project Budget

1. The Total Project Budget is \$225,768.00. CDOT will pay no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$112,884.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. City of Black Hawk shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$112,884.00 (50%) for operating costs, and matching Local Funds of \$112,884.00 (50%) for operating costs, will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of City of Black Hawk's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. City of Black Hawk may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. City of Black Hawk's share, together with the Federal Funds share, must be enough to ensure payment of Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Black Hawk shall initiate and prosecute to completion all actions necessary to enable City of Black Hawk to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

### D. Allowable Costs

1. City of Black Hawk shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.

2. City of Black Hawk's operating expenses are those costs directly related to system operations. City of Black Hawk at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If City of Black Hawk elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

#### **E. Reimbursement Eligibility**

1. City of Black Hawk must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 1 – December 31) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. City of Black Hawk will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. City of Black Hawk must submit the final invoice within sixty (60) calendar days of December 31, 2021, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

#### **F. Training**

In an effort to enhance transit safety, City of Black Hawk and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Black Hawk shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

#### **G. Restrictions on Lobbying**

City of Black Hawk is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

#### **H. Special Conditions**

1. City of Black Hawk will comply with all requirements imposed by CDOT on City of Black Hawk so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Black Hawk must permit CDOT and their auditors to have access to City of Black Hawk's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1E.
4. City of Black Hawk cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
5. City of Black Hawk must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. If receiving FTA 5311 funding, City of Black Hawk shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.

7. If receiving FTA 5311 funding, City of Black Hawk shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
8. If receiving FTA 5311 or 5339 funding, City of Black Hawk will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
9. City of Black Hawk will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
10. City of Black Hawk shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
11. City of Black Hawk shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
12. City of Black Hawk will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
13. City of Black Hawk shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.
14. City of Black Hawk shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Black Hawk shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
15. City of Black Hawk shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
16. City of Black Hawk shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
17. If applicable, City of Black Hawk will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
18. City of Black Hawk shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.
19. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

**EXHIBIT B, SAMPLE OPTION LETTER**

<b>State Agency</b> Department of Transportation	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Subrecipient</b> Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Subaward Agreement Amount</b> Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month, Day, Year <b>Current Agreement Expiration Date</b> Month, Day, Year

**1. OPTIONS:**

A. Option to extend for an Extension Term or End of Term Extension.

**2. REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with Options 1(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director  By: _____ Herman Stockinger, Deputy Director and Director of Policy  Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Department of Transportation  Option Letter Effective Date: _____
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## EXHIBIT C, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

### 2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 2.1.17.1. Salary and bonus;
  - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### **3. COMPLIANCE**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

### **5. TOTAL COMPENSATION**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 5.1.2. In the preceding fiscal year, Contractor received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
    - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
  - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

### **6. REPORTING**

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
    - 8.1.1.1. Subrecipient DUNS Number;
    - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient Parent DUNS Number;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
  - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
    - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
    - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

### 13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### 15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

## **EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES**

### **All FTA-Assisted Third-Party Contracts and Subawards from the Current FTA Master Agreement [FTA MA(23)]**

#### **Section 3.l. – No Federal government obligations to third-parties by use of a disclaimer**

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT do not and shall not have any commitment or liability related to the Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the Agreement.

#### **Section 4.f. – Program fraud and false or fraudulent statements and related acts**

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
  - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31.
  - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
  - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

#### **Section 9. Record Retention and Access to Sites of Performance.**

- a. Types of Records. The Subrecipient agrees that it will retain, and will require its Third-Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Subrecipient agrees that it will comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Agreement, and any Amendments thereto must be retained from the day the Agreement was signed by the authorized FTA or State official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- c. Access to Recipient and Third-Party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
  - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Subrecipient and each of its Subrecipient,
  - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third-Party Participant within books, records, accounts, or other locations, and
  - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- d. Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third-Party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.

- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

### 3.G – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Agreement or this Master Agreement. At the time the FTA Authorized Official (CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time-to-time and will apply to the Subrecipient or the accompanying Agreement.

### 12 – Civil Rights

- a. Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third-Party Participant, will:
  - (1) Prohibit discrimination on the basis of race, color, or national origin,
  - (2) Comply with:
    - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
    - (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and
    - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
  - (3) Follow:
    - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
    - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
    - (c) All other applicable federal guidance that may be issued.
- b. Equal Employment Opportunity.
  - (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
    - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
    - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
    - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
    - (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
    - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
  - (2). Specifics. The Subrecipient agrees to, and assures that each Third-Party Participant will:
    - (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
    - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
      - 1 Recruitment advertising, recruitment, and employment,
      - 2 Rates of pay and other forms of compensation,
      - 3 Selection for training, including apprenticeship, and upgrading, and
      - 4 Transfers, demotions, layoffs, and terminations, but
    - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
  - (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
    - (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

- (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- c. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
  - (1) Federal laws, including:
    - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
    - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
      - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
    - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
    - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
    - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - (2) Federal regulations and guidance, including:
    - (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
    - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
    - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
    - (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
    - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
    - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
    - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
    - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
    - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
    - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
    - (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
    - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### Incorporation of FTA Terms – 16.a.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
  - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements,
  - (2) To comply with the applicable U.S. DOT Common Rules, and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### Energy Conservation – 26.j

- a. Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

**Applicable to Awards exceeding \$10,000****Section 11. Right of the Federal Government to Terminate.**

- a. Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
  - (1) The Subrecipient has failed to make reasonable progress implementing the Award,
  - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
  - (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

**Applicable to Awards exceeding \$25,000**

From Section 4. Ethics.

- a. Debarment and Suspension. The Subrecipient agrees to the following:
  - (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
  - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third-Party Participant that is debarred or suspended except as authorized by:
    - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
    - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
    - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment, or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994,” 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
    - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Subrecipients or Third-Party Participants.
  - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
  - (4) It will include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
    - (a) Complies with federal debarment and suspension requirements, and
    - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
  - (5) If the Subrecipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Subrecipient will provide immediate written notice to the:
    - (a) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the Agreement,
    - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
    - (c) FTA Chief Counsel.

**Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)***Note: Applicable when tangible property or construction will be acquired***Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j).

**Section 39. Disputes, Breaches, Defaults, or Other Litigation.**

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Subrecipient is located.
  - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
  - (3) If the Subrecipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Subrecipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Subrecipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA's prior written concurrence.
- d. Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third-party agreement, or any federal, state, or local law or regulation.

**Applicable to Awards exceeding \$100,000 by Statute**

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Agreement, including any extension or modification, according to the following:
  - (1) Laws, Regulations, Requirements, and Guidance. This includes:
    - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
    - (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
    - (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
  - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient's or Subrecipient's proper official channels.

**Section 26. Environmental Protections – Clean Air and Clean Water**

Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act,

Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management.")

### **Applicable with the Transfer of Property or Persons**

#### **Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b. Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

### **Applicable to Construction Activities**

#### **Section 24. Employee Protections.**

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Agreement, including the:
  - (1) Prevailing Wage Requirements of:
    - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
    - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
    - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
  - (2) Wage and Hour Requirements of:
    - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
    - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
  - (3) "Anti-Kickback" Prohibitions of:
    - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
    - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
    - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
  - (4) Construction Site Safety of:
    - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
    - (b) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

From Section 16

- b. Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
  - 1 Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
  - 2 Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- c. Seismic Safety. The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

Section 12 Civil Rights D.3

- d. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - a. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
  - b. Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

#### **Applicable to Nonconstruction Activities**

From Section 24. Employee Protections

- a. Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

#### **Applicable to Transit Operations**

- a. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
  - (1) U.S. DOL Certification. When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the Agreement and that the Subrecipient must comply with its terms and conditions.
  - (2) Special Warranty. When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the Agreement and the Subrecipient must comply with its terms and conditions.
  - (3) Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by- case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

#### **Section 28. Charter Service.**

- a. Prohibitions. The Recipient agrees that neither it nor any Third-Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

- (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
  - (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

### **Section 29. School Bus Operations.**

- a. Prohibitions. The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 C.F.R. part 605, and any other applicable federal "School Bus Operations" laws, regulations, federal requirements, or applicable federal guidance.
- b. Violations. If a Subrecipient or any Third-Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

#### **c. Alcohol Misuse and Prohibited Drug Use.**

- (1) Requirements. The Subrecipient agrees to comply and assures that its Third-Party Participants will comply with:
  - (a) Federal transit laws, specifically 49 U.S.C. § 5331,
  - (b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and
  - (c) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40.
- (2) Remedies for Non-Compliance. The Subrecipient agrees that if FTA determines that the Subrecipient or a Third-Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

### **Applicable to Planning, Research, Development, and Documentation Projects**

#### **Section 17. Patent Rights.**

- a. General. The Subrecipient agrees that:
  - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery;
  - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Agreement; or
  - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a.(2) of this Master Agreement (FTA MA(23)), the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:
  - (1) Its rights and responsibilities, and each Third-Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
  - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the

Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

#### **Section 18. Rights in Data and Copyrights.**

- a. Definition of "Subject Data." As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Agreement.
- b. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Agreement:
  - (1) Prohibitions. The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
  - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- c. Federal Rights in Data and Copyrights. The Subrecipient agrees that:
  - (1) General. It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
  - (2) U.S. DOT Public Access Plan – Copyright License. The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- d. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third-Party Participants. Therefore, the Subrecipient agrees that:
  - (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
  - (2) Other Reports. It must provide other reports related to the Award that FTA may request.
  - (3) Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.
  - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
  - (5) Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.
  - (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- e. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

- f. **Hold Harmless.** Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- g. **Restrictions on Access to Patent Rights.** Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. **Data Developed Without Federal Assistance or Support.** The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- i. **Requirements to Release Data.** The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
  - (1). The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
  - (2) The U.S. DOT Common Rules,
  - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howto comply.html>, or
  - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

### **Miscellaneous Special Requirements**

From Section 12. Civil Rights.

- a. **Disadvantaged Business Enterprise (and Prompt Payment and Return of Retainage).** To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
  - (1) **Statutory and Regulatory Requirements.** The Subrecipient agrees to comply with:
    - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
    - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
    - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement (FTA MA(23)).
  - (2) **DBE Program Requirements.** A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 the requirements of 49 C.F.R. part 26.
  - (3) **Special Requirements for a Transit Vehicle Manufacturer (TVM).** The Subrecipient agrees that:
    - (a) **TVM Certification.** Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
    - (b) **Reporting TVM Awards.** Within 30 days of any third-party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
  - (4) **Assurance.** As required by 49 C.F.R. § 26.13(a):
    - (a) **Recipient Assurance.** The Subrecipient agrees and assures that:

- 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
  - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts,
  - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
  - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of the Master Agreement (FTA MA(23)).
- (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third-party contract it signs with a Subrecipient or Third-Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
- 1 The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
  - 2 The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,
  - 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable, and
  - 4 The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third-Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- b. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
    - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
    - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
      - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
    - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
    - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
    - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - (2) Federal regulations and guidance, including:
    - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
    - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
    - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,

- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

**Section 16. Procurement.** For Assignability

- a. Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
  - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third-party procurements,
  - (2) To comply with the applicable U.S. DOT Common Rules, and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

**State Requirements**

**Section 37. Special Notification Requirements for States.**

- a. Types of Information. To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
  - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
  - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
  - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents. The State agrees to provide the information required under this provision in the following documents:
  - (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications..

## EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State's goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

### ☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
  - Identify check number or EFT number;
  - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
  - In-Kind (must be pre-approved by State) and/or cash match;
  - Date of the report;
  - Accounting period;
  - Current period transactions; and
  - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
  - copies of checks;
  - check registers; and
  - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party ***before*** State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

### ☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

### ☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

### ☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
  - Copy of Financial Statement;
  - Personnel Cost Worksheet;
  - State of Employee Benefits; and
  - Cost Policy Statement.

**RESOLUTION 22-2021**  
**A RESOLUTION**  
**RE-NAMING CERTAIN**  
**STREETS WITHIN**  
**THE CITY**

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

**Resolution No. 22-2021**

**TITLE:       A RESOLUTION RE-NAMING CERTAIN STREETS WITHIN THE CITY**

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 re-naming of portions of four (4) streets in the City of Black Hawk as follows:

- A.     Clear Creek Boulevard to Black Hawk Boulevard;
- B.     Black Hawk Street to Gregory Street;
- C.     Mill Street to Miners Road; and
- D.     Miners Mesa Road to Miners Road.

Section 2.     The City Clerk is further directed to do the following:

- A.     Provide notice of the re-naming of the streets set forth herein to Gilpin County, and any other agencies determined necessary by the City;
- B.     Provide notice of the street name changes to all impacted property owners; and
- C.     Provide notice of the renaming of the streets to the United States Post Office located in Black Hawk.

Section 3. The renaming of the streets as set forth herein shall be effective June 1, 2021.

RESOLVED AND PASSED this 28<sup>th</sup> day of April, 2021.

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

ATTEST:

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

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** Consider the re-naming of portions of four streets in the City of Black Hawk including: (1) Clear Creek Boulevard to Black Hawk Boulevard; (2) Back Hawk Street to Gregory Street; (3) Mill Street to Miners Road; and (4) Miners Mesa Road to Miners Road.

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

**MOTION TO APPROVE RESOLUTION 22-2021, A RESOLUTION RE-NAMING CERTAIN STREETS WITHIN THE CITY.**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The City of Black Hawk is responsible for maintaining accurate and organized addressing within the Black Hawk city limits. In September 2020, the City Council approved Resolution 62-2020 which added addresses for new construction and made changes to certain street names and building numbers in order to correct and clarify addresses located on Highway 119/Clear Creek Boulevard, Chase Street and Miners Mesa Road. In March 2021, the City Council approved Resolution 12-2021 which made changes to building numbers on Gregory Street that were found to be duplicates in Central City.

With the recent approvals that will allow further development on Miners Mesa Road, City staff proposes four (4) street name changes that will facilitate better/easier wayfinding throughout the City. Refer to the attached Exhibit A for a list of affected properties.

**Highway 119:** The main thoroughfare thorough the City is Highway 119, and before the approval of Resolution 62-2020, had been known as Clear Creek Street. Due to confusion between residential buildings on Clear Creek Street and commercial buildings on Highway 119, the section of Highway 119 within the City Limits was changed to Clear Creek Boulevard. City staff now believes that the use of “Black Hawk” is more appropriate for the main thoroughfare through the City, and recommends that the section of Highway 119 within the Black Hawk city limits be changed from “Clear Creek Boulevard” to “Black Hawk Boulevard”. Refer to the attached Map 1.

**Miners Mesa Road:** Similarly, staff feels the use of “Miners Mesa” is not appropriate since Miners Mesa Road leads up to Gregory Hill which is not a mesa. Staff proposes that Miners Mesa Road be changed to remove the term “mesa” and simply become “Miners Road”. Refer to Maps 3 and 4.

**Black Hawk Street and Mill Street:** Two short sections of street are proposed for renaming to their connecting streets. First, the short section of Black Hawk Street between Highway 119 and Main Street is proposed to change to Gregory Street. Map 2 shows this short section. No properties are currently addressed on Black Hawk Street. Second, the short section of Mill Street between Highway 119 and Main Street is proposed to change to Miners Road. No properties are currently addressed on Mill Street. Refer to Maps 2 and 3.

These street name changes are proposed to go into effect on June 1, 2021.

**AGENDA DATE:**

April 28, 2021

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

N/A

**DEPARTMENT DIRECTOR APPROVAL:**

☒ Yes    ☐ No

**STAFF PERSON RESPONSIBLE:**

Cynthia L. Linker  
CP&D Director

**DOCUMENTS ATTACHED:**

Resolution 22-2021  
Exhibit A (including Maps 1 – 4)

**RECORD:**

☐ Yes    ☒ No

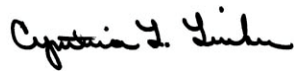
**CoBH CERTIFICATE OF INSURANCE REQUIRED**

☐ Yes    ☒ No

**CITY ATTORNEY REVIEW:**

☐ Yes    ☒ N/A

**SUBMITTED BY:**



Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

**EXHIBIT A**  
**BLACK HAWK STREET NAME CHANGES**  
**Effective June 1, 2021**

**MAP 1 (Clear Creek Boulevard becomes Black Hawk Boulevard)**

Property Description	Current Address	Proposed Address	Ownership
Wheeler Mill Site No. 382	8969 <del>Clear Creek Boulevard</del> /Hwy 119	<b>8969 Black Hawk Boulevard</b>	City of Black Hawk
Pump Station	8161 <del>Clear Creek Boulevard</del> /Hwy 119	<b>8161 Black Hawk Boulevard</b>	City of Black Hawk
Hidden Treasure Trail Head - Public Use	8060 <del>Clear Creek Boulevard</del> /Hwy 119	<b>8060 Black Hawk Boulevard</b>	City of Black Hawk
City Owned Property	7780 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7780 Black Hawk Boulevard</b>	City of Black Hawk
City Owned Property	7768 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7768 Black Hawk Boulevard</b>	City of Black Hawk
City Owned Property	7670 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7670 Black Hawk Boulevard</b>	City of Black Hawk
City Owned Property	7630 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7630 Black Hawk Boulevard</b>	City of Black Hawk
Golden Gilpin Mill	7593 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7593 Black Hawk Boulevard</b>	Private
County World - Vacant Property	7501 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7501 Black Hawk Boulevard</b>	Private
Fire Station	7457 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7457 Black Hawk Boulevard</b>	City of Black Hawk
Residential Parking Area	7430 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7430 Black Hawk Boulevard</b>	City of Black Hawk
Mountain Life Park	7380 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7380 Black Hawk Boulevard</b>	City of Black Hawk
Post Office	7340 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7340 Black Hawk Boulevard</b>	City of Black Hawk
Commercial Building	7320 <del>Clear Creek Boulevard</del> /Hwy 119 Suite 1A - Lower left Suite 1B - Lower right Suite 2A - Upper left Suite 2B - Upper right	<b>7320 Black Hawk Boulevard</b> Suite 1A - Lower left Suite 1B - Lower right Suite 2A - Upper left Suite 2B - Upper right	City of Black Hawk
Fire Department Admin Overflow Parking (Next to Gold Mine Casino)	7315 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7315 Black Hawk Boulevard</b>	City of Black Hawk
Gold Mine Casino	7291 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7291 Black Hawk Boulevard</b>	Private
Gold Mine Casino Parking Lot	7261 <del>Clear Creek Boulevard</del> /Hwy 119	<b>7261 Black Hawk Boulevard</b>	Private

**MAP 2 (Black Hawk Street becomes Gregory Street)**

Property Description	Current Address	Proposed Address	Ownership
No properties affected by this street name change			

**MAP 3 (Mill Street and Miners Mesa Road become Miners Road)**

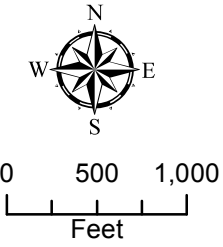
<b>Property Description</b>	<b>Current Address</b>	<b>Proposed Address</b>	<b>Ownership</b>
Miner Road PRV Station	50 Miners <del>Mesa</del> Road	<b>50 Miners Road</b>	City of Black Hawk
Rim Rock Parking Lot	100 Miners <del>Mesa</del> Road	<b>100 Miners Road</b>	City of Black Hawk
Verizon Wireless Station	289 Miners <del>Mesa</del> Road	<b>289 Miners Road</b>	City of Black Hawk
T-Mobile Wireless Station	293/295 Miners <del>Mesa</del> Road	<b>293/295 Miners Road</b>	City of Black Hawk
AT&T Wireless Station	301 Miners <del>Mesa</del> Road	<b>301 Miners Road</b>	City of Black Hawk

**MAP 4 (Miners Mesa Road becomes Miners Road)**

<b>Property Description</b>	<b>Current Address</b>	<b>Proposed Address</b>	<b>Ownership</b>
Public Works Material Storage	821 Miners <del>Mesa</del> Road	<b>821 Miners Road</b>	City of Black Hawk
T-Mobile Wireless Station	825 Miners <del>Mesa</del> Road	<b>825 Miners Road</b>	City of Black Hawk
The Rick Thomas Distillery	830 Miners Mesa Road	<b>830 Miners Road</b>	Private
Public Works Recreational Storage Yard	831 Miners Mesa Road	<b>831 Miners Road</b>	City of Black Hawk
Commercial Lot 6	860/900 Miners Mesa Road	<b>860/900 Miners Road</b>	City of Black Hawk
Emergency Operations Center	911 Miners Mesa Road	<b>911 Miners Road</b>	City of Black Hawk
Commercial Lot 5	940 Miners Mesa Road	<b>940 Miners Road</b>	City of Black Hawk
Commercial Lot 4	946 Miners Mesa Road	<b>946 Miners Road</b>	City of Black Hawk
Commercial Lot 3	950 Miners Mesa Road	<b>950 Miners Road</b>	Private
Commercial Lot 2	956 Miners Mesa Road	<b>956 Miners Road</b>	Private
Commercial Lot 9	960 Miners Mesa Road	<b>960 Miners Road</b>	Private
Public Works Facility	987 Miners Mesa Road	<b>987 Miners Road</b>	City of Black Hawk
Hawk's Landing Airstream Park	990 Miners Mesa Road	<b>990 Miners Road</b>	Private
Public Works Maintenance Facility (Bus Barn)	993 Miners Mesa Road	<b>993 Miners Road</b>	City of Black Hawk
Public Works Sand Shed	995 Miners Mesa Road	<b>995 Miners Road</b>	City of Black Hawk
Burn Building	999 Miners Mesa Road	<b>999 Miners Road</b>	City of Black Hawk
Miners Road Water Tank	1000 Miners Mesa Road	<b>1000 Miners Road</b>	City of Black Hawk

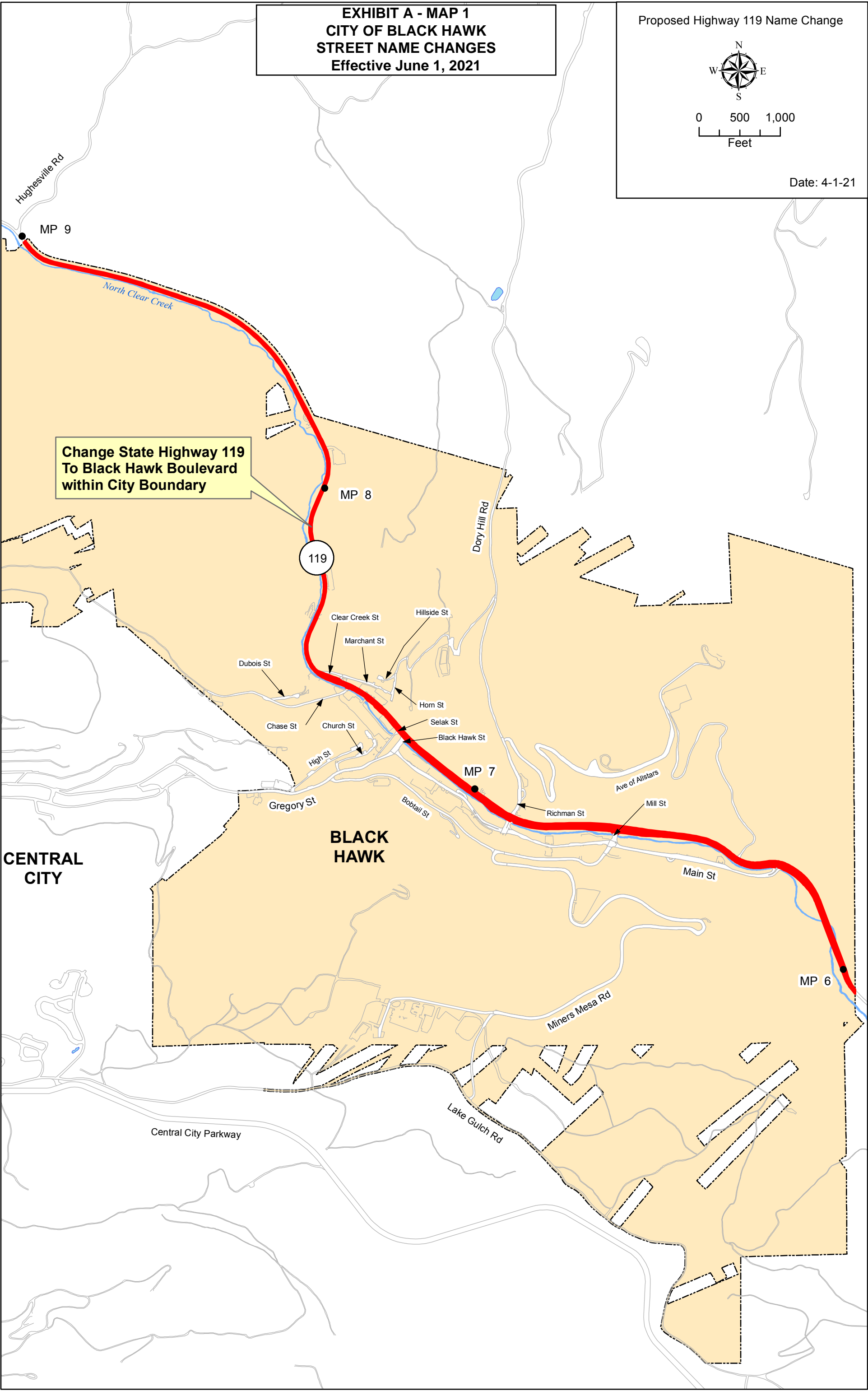
**EXHIBIT A - MAP 1**  
**CITY OF BLACK HAWK**  
**STREET NAME CHANGES**  
Effective June 1, 2021

Proposed Highway 119 Name Change



0 500 1,000  
Feet

Date: 4-1-21



**EXHIBIT A - MAP 2  
CITY OF BLACK HAWK  
STREET NAME CHANGES  
Effective June 1, 2021**

**Change Black Hawk Street  
To Gregory Street**

Existing address is  
101 Gregory Street  
(no change)

Existing address is  
125 Gregory Street  
(no change)

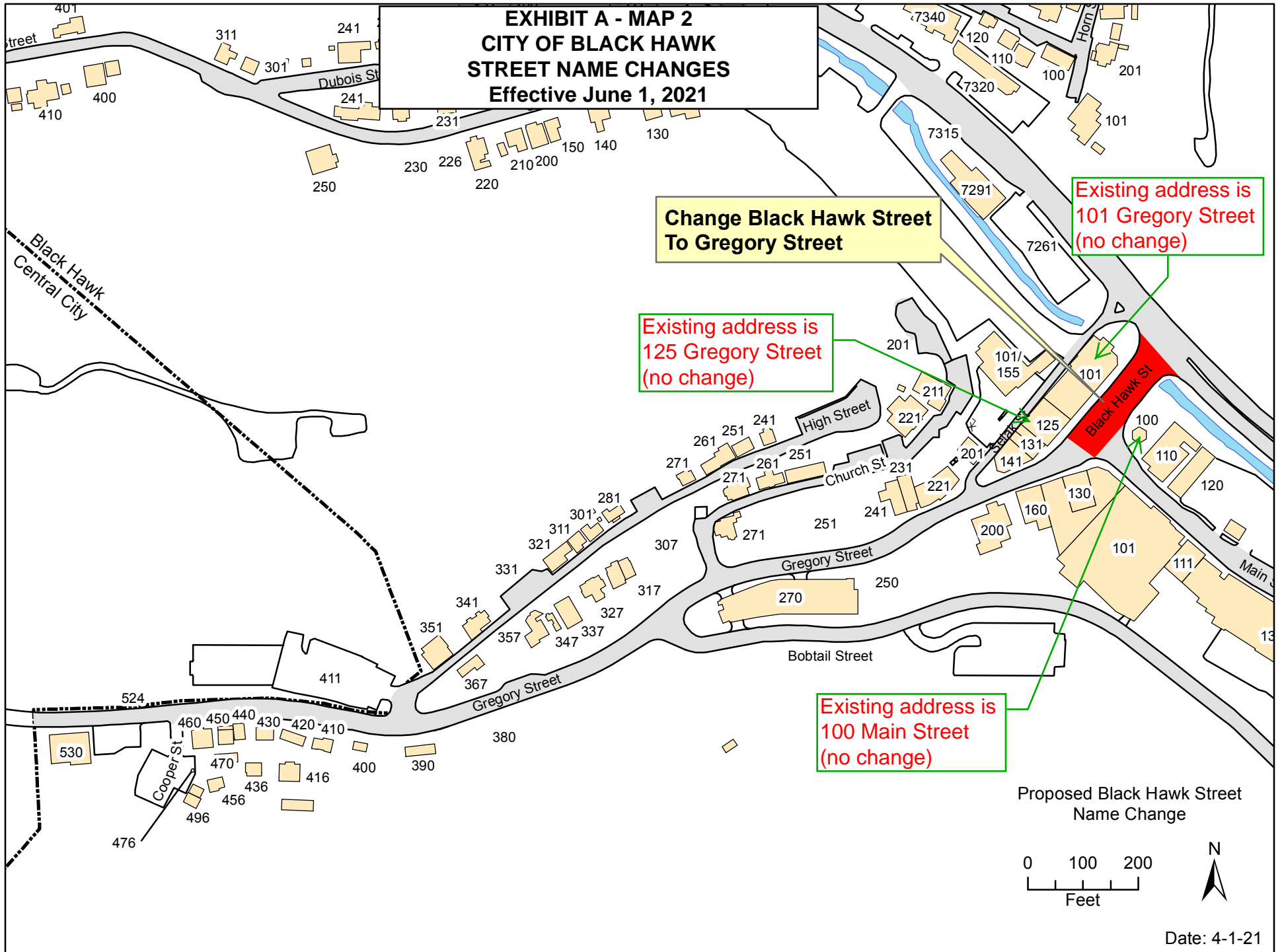
Existing address is  
100 Main Street  
(no change)

Proposed Black Hawk Street  
Name Change

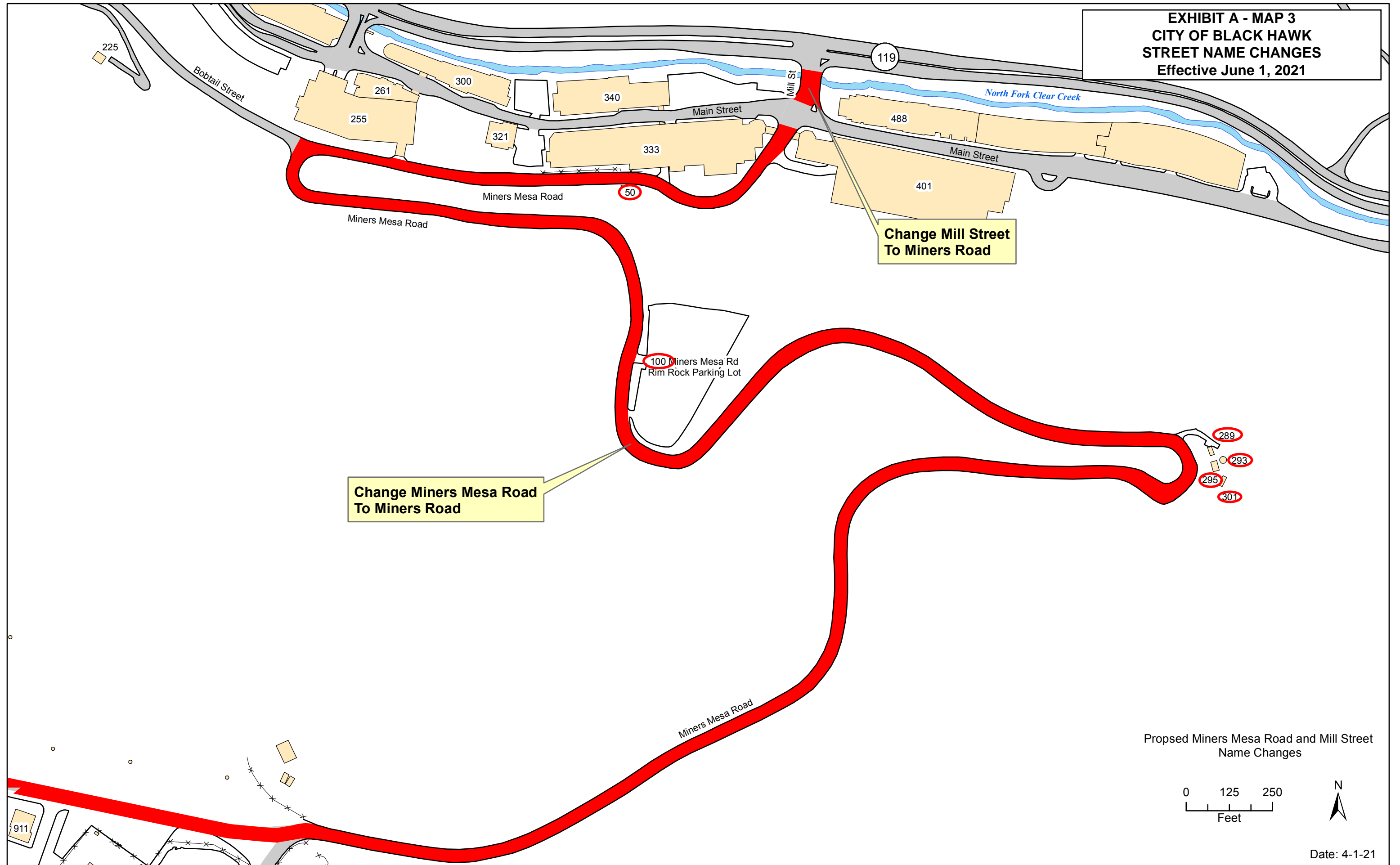
0 100 200  
Feet



Date: 4-1-21



**EXHIBIT A - MAP 3  
CITY OF BLACK HAWK  
STREET NAME CHANGES  
Effective June 1, 2021**



Proposed Miners Mesa Road and Mill Street  
Name Changes

0 125 250  
Feet



Date: 4-1-21

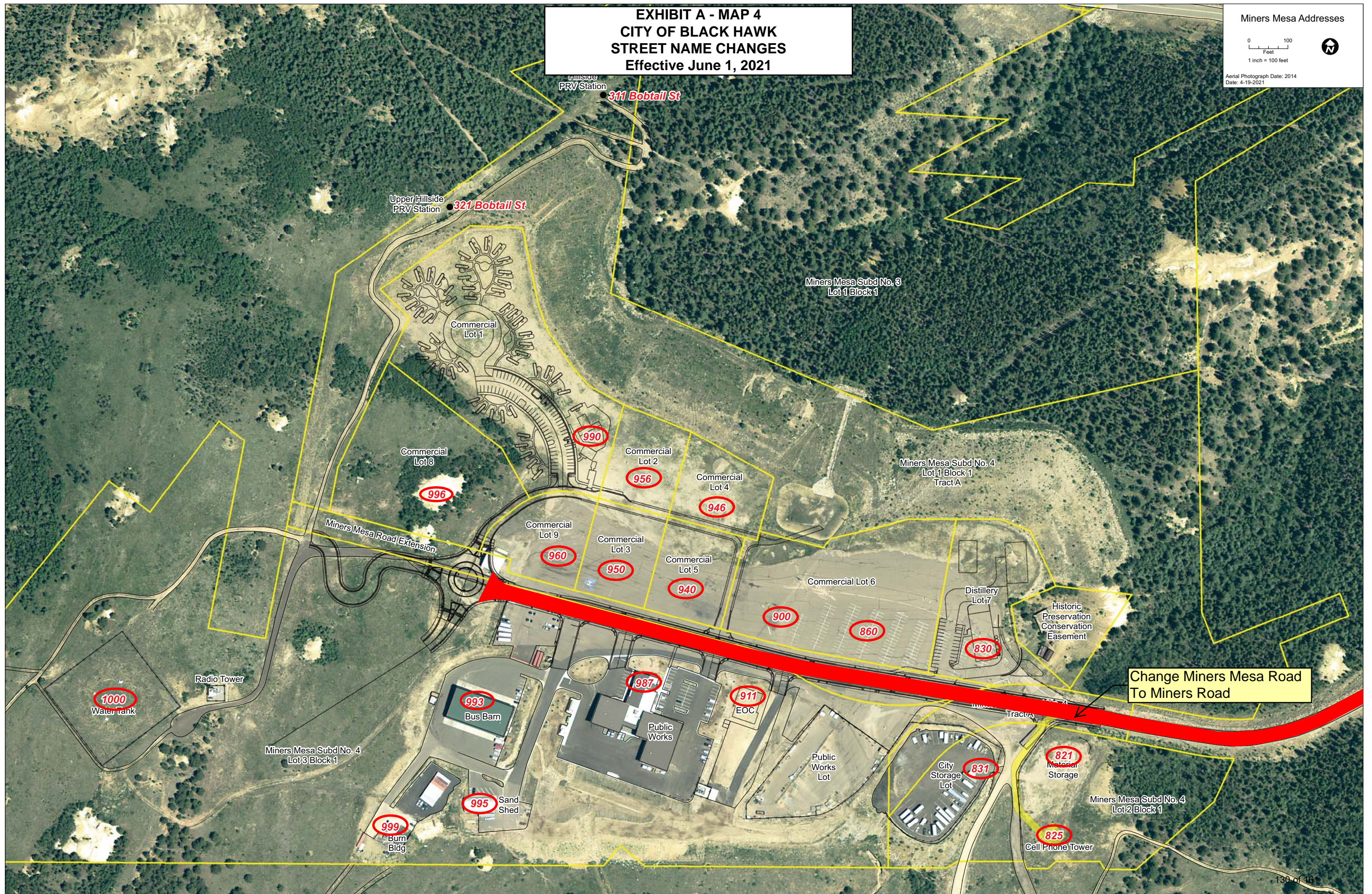
EXHIBIT A - MAP 4  
CITY OF BLACK HAWK  
STREET NAME CHANGES  
Effective June 1, 2021

Miners Mesa Addresses

0 100  
Feet  
1 inch = 100 feet



Aerial Photograph Date: 2014  
Date: 4-19-2021



**RESOLUTION 23-2021**  
**A RESOLUTION**  
**APPROVING THE**  
**PROPOSAL FROM**  
**SYMETRA FOR 2021-2023**  
**ANCILLARY COVERAGE**

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

**Resolution No. 23-2021**

**TITLE:       A RESOLUTION APPROVING THE PROPOSAL FROM SYMETRA FOR  
2021-2023 ANCILLARY COVERAGE**

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

**Section 1.**     The City Council hereby approves the proposal from Symetra for 2021-  
2023 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, and Long Term  
Disability). To the extent such proposal extends beyond the current fiscal year, such acceptance  
is and shall be subject to annual appropriation.

RESOLVED AND PASSED this 28<sup>th</sup> day of April 2021.

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

ATTEST:

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

# **CITY OF BLACK HAWK**

## **REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** 2021-2023 Ancillary Coverage (Basic/Voluntary Life, AD&D, Short Term Disability, and Long Term Disability)

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

**Motion to Approve** Resolution 23-2021, A Resolution Approving the Proposal from Symetra for 2021-2023 Ancillary Coverage.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City's current ancillary carrier, CIGNA, was acquired by New York Life in 2020. During the months leading up to and since the transition to New York Life, the City has experienced unacceptable administrative service and claims management by the carrier. So much so that CIGNA issued a credit under the performance guarantee for \$1,815.

In an effort to find quality customer service for the City's administrative staff and responsible claims management for employees, IMA, the City's benefits broker, was asked to solicit bids from other carriers. Three carriers responded to the request for quotes, Hartford, Standard, and Symetra. Hartford and Standard quoted rates higher than CIGNA's current rates. Symetra quoted rates with an approximate \$7,200 savings over CIGNA's current rates with a two-year rate guarantee.

In addition, inequities with the current benefit maximum for the City's highest-paid employees were addressed in Symetra's quote. A third class of enrollees will be added with increased Group Life coverage from 2x annual salary up from \$300,000 to \$500,000 (with medical underwriting), the maximum STD benefit of 66.7% of weekly salary will increase from \$2,000 to \$2,300, and the maximum LTD benefit of 60% of monthly salary will increase from \$8,000 to \$9,000.

Headquartered in Bellevue, Washington, Symetra Life Insurance company was founded in 1957. They have offices in 14 cities across the U.S. Symetra Life has over \$58.9 billion in assets as of December 2020. Symetra received sound financial ratings from A.M. Best, Moody's, and Standard & Poor's, which assess the ability of the company to meet its obligations to policyholders. Their web platform for administration and claims management is the latest in technology, updated in real-time every 15 minutes. The City will have a dedicated claims manager for all claims instead of random call center operators. The transition from CIGNA to Symetra will be seamless for employees.

Staff budgeted for a 10% increase at renewal for plan year July 1, 2021 - June 30, 2022. Symetra's quote is a cost savings of 9.8% over existing coverage.

**AGENDA DATE:** April 28, 2021

**FUNDING SOURCE:** Department Specific Group Health Insurance line  
(xxx-xxxx-xxx-21-00)

**WORKSHOP DATE:** November 11, 2020

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

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

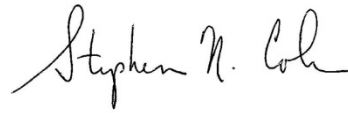
**CITY ATTORNEY REVIEW:** [ ]Yes [X]N/A

**SUBMITTED BY:**

**REVIEWED BY:**



Melissa Greiner  
City Clerk/Administrative Services Director



Stephen N. Cole  
City Manager

**RESOLUTION 24-2021**  
**A RESOLUTION**  
**APPROVING THE 2021-2022**  
**CONTRACT WITH DELTA**  
**DENTAL IN THE**  
**ESTIMATED AMOUNT OF**  
**\$123,041 FOR GROUP**  
**DENTAL INSURANCE**

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

**Resolution No. 24-2021**

**TITLE:       A RESOLUTION APPROVING THE 2021-2022 CONTRACT WITH  
DELTA DENTAL IN THE ESTIMATED AMOUNT OF \$123,041 FOR  
GROUP DENTAL INSURANCE**

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

**Section 1.**     The City Council hereby approves the contract with Delta Dental for  
Dental Insurance in the estimated amount of \$123,041.

RESOLVED AND PASSED this 28<sup>th</sup> day of April 2021.

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

ATTEST:

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

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** 2021-2022 Dental Insurance Proposal

**RECOMMENDATION:**

**Motion to Approve** Resolution 24-2021, A Resolution Approving the 2021-2022 Contract with Delta Dental in the Estimated Amount of \$123,041 for Group Dental Insurance

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Delta Dental presented a renewal rate increase of 5% for the City's 2021-2022 benefit plan year with no change to the current benefit plan. The estimated annual cost is based on the current enrollment population.

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

**AGENDA DATE:** April 28, 2021

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

**BUDGET WORK SESSION DATE:** November 11, 2020

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

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

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

**SUBMITTED BY:**



Melissa Greiner  
City Clerk/Administrative Services Director

**REVIEWED BY:**



Stephen N. Cole  
City Manager

**RESOLUTION 25-2021**  
**A RESOLUTION**  
**APPROVING THE 2021-2022**  
**CONTRACT WITH KAISER**  
**PERMANENTE IN THE**  
**ESTIMATED AMOUNT OF**  
**\$1,104,449 FOR HEALTH**  
**INSURANCE**

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

**Resolution No. 25-2021**

**TITLE:       A RESOLUTION APPROVING THE 2021-2022 CONTRACT WITH  
KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF \$1,104,449  
FOR GROUP HEALTH INSURANCE**

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

**Section 1.**       The City Council hereby approves the contract with Kaiser Permanente for  
Group Health Insurance in the estimated amount of \$1,104,449 for the plan year July 1, 2021 –  
June 30, 2022.

RESOLVED AND PASSED this 28<sup>th</sup> day of April 2021.

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

ATTEST:

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

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** 2021-2022 Health Insurance Proposal

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

**Motion to Approve** Resolution 25-2021, A Resolution Approving the 2021-2022 Contract with Kaiser Permanente in the Estimated Amount of \$1,104,449 for Group Health Insurance.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Kaiser Permanente (KP) presented a quote for health care coverage for the 2021-2022 plan year with a rate increase of 6.3% with the inclusion of an Expanded Rx List, which will allow employees to acquire certain medical supplies and prescriptions for specific diseases such as diabetes and hypertension at no cost. The City budgeted for a 15% increase for the plan year. The quote is based on our current enrollment.

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

**AGENDA DATE:** April 28, 2021

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

**WORKSHOP DATE:** November 11, 2020

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

**DOCUMENTS ATTACHED:** N/A

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

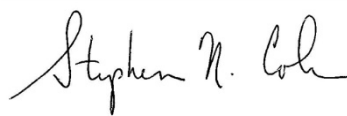
**CITY ATTORNEY REVIEW:** [ ] Yes [ X ] N/A

**SUBMITTED BY:**



Melissa Greiner, CMC  
City Clerk/Administrative Services Director

**REVIEWED BY:**



Stephen N. Cole  
City Manager

**RESOLUTION 26-2021**  
**A RESOLUTION**  
**APPROVING THE**  
**PROPOSAL FROM**  
**ID WATCHDOG**  
**FOR IDENTITY THEFT**  
**PROTECTION**

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

**Resolution No. 26-2021**

**TITLE:       A RESOLUTION APPROVING THE CONTRACT WITH ID WATCHDOG  
FOR IDENTITY THEFT PROTECTION**

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

**Section 1.**     The City Council hereby approves the contract with ID Watchdog for  
identity theft protection.

RESOLVED AND PASSED this 28<sup>th</sup> day of April 2021.

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

ATTEST:

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

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Identity Theft Protection

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

**Motion to Approve** Resolution 26-2021, A Resolution Approving the Contract with ID Watchdog for an Identity Theft Protection

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Employers across U.S. and Colorado are experiencing an unprecedented amount of Identity Theft for current and former employees due to Unemployment Insurance fraud. Beginning late 2020, the City has received notification of fraudulent Unemployment Claims for approximately 30% of our employees, with separate claims being filed multiple times for some employees. In an effort to provide employees with Identify Theft Protection, staff reached out to IMA, the City's benefits broker, for quotes for Identity Theft Protection coverage from reputable vendors, along with information on customer service ratings.

Of the five carriers quoted, ID Watchdog, Life Lock, IDX, IDShield, and Cyberscout, ID Watchdog is the most competitive at the Platinum level of the five vendors reviewed. Customer Service reports were favorable for all carriers.

The City currently offers Legal Shield group coverage as a voluntary, employee-paid benefit for legal support. Legal Shield also offers additional ID Theft coverage at the cost of \$9.95 per month for family coverage, which is in addition to the cost of legal coverage of \$15.95 per month for family coverage, for a total of \$25.90 per month. The cost of family coverage for ID Theft Protection alone is \$12.95 per month.

Staff recommends ID Watchdog, based on the low cost, minimal difference in cost between Employee & Family coverage, and ID Watchdog is owned by Equifax credit bureau.

There are two options for coverage (cost for both are listed below):

1. Employee paid voluntary coverage, which would be a pass-through charge to those employees who elect coverage payment through payroll deduct; and
2. Employer-paid coverage with a substantial discount in cost where all employees are covered.

The monthly cost for ID Watchdog is:

	<b>Employee Paid</b>		<b>Employer Paid</b>	
	Essential	Platinum	Essential	Platinum
EE	\$ 5.55	\$ 7.15	\$1.55	\$3.15
EE + Fam	\$10.00	\$12.75	\$3.15	\$4.55

Based on current employee demographics, Identify Theft Protection coverage with ID Watchdog for all employees, family and single, the monthly cost would be approximately \$400 per month or \$4,800 annually.

**AGENDA DATE:**

April 28, 2021

**FUNDING SOURCE:**

Administrative Services - Other Consultants

**STAFF PERSON RESPONSIBLE:**

Melissa Greiner  
City Clerk/Administrative Services Director

**RECORD:**    ☐ Yes    ☒ No

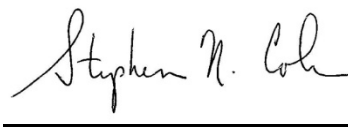
**CITY ATTORNEY REVIEW:**    ☐ Yes    ☒ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



Melissa Greiner  
Administrative Services Director



Stephen N. Cole  
City Manager

**RESOLUTION 27-2021**  
**A RESOLUTION**  
**REPEALING AND**  
**REPLACING RESOLUTON**  
**31-2020 REAPPOINTING**  
**THAD RENAUD TO BE**  
**THE CITY OF BLACK**  
**HAWK ASSISTANT**  
**MUNICIPAL COURT**  
**JUDGE**

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

**Resolution No. 27-2021**

**TITLE:       A RESOLUTION REPEALING AND REPLACING RESOLUTION 31-2020 APPOINTING THAD RENAUD TO BE THE CITY OF BLACK HAWK ASSISTANT MUNICIPAL COURT JUDGE**

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

**Section 1.** Pursuant to Section 2-126(b), and at the request of Municipal Court Judge Ronald W. Carlson, the City Council hereby reappoints Thad Renaud as the Assistant Municipal Court Judge to act in the absence of Judge Carlson. The term of the Assistant Municipal Judge shall expire on May 1, 2022.

RESOLVED AND PASSED this 28<sup>th</sup> day of April 2021.

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

ATTEST:

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

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

---

**SUBJECT:** Correction of the term date.

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

**MOTION TO APPROVE** Resolution 27-2021, A Resolution Repealing and Replacing Resolution 31-2020 Reappointing Thad Renaud to be the City of Black Hawk Assistant Municipal Court Judge.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Assistant to the Municipal Court Judge was reappointed for a two (2) year term on April 8, 2020; however, there is an error in the expiration year of the term in the Resolution. Resolution 31-2020 states the term of Assistant Municipal Court Judge shall expire on May 1, 2020, and it should read May 1, 2022. Resolution 27-2021 corrects the error.

**AGENDA DATE:** April 28, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Melissa Greiner, CMC, City Clerk

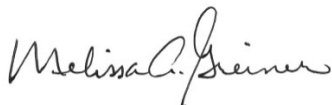
**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

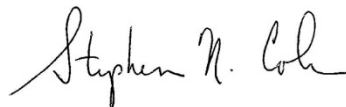
**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa A. Greiner, CMC, City Clerk



---

Stephen N. Cole, City Manager

**RESOLUTION 28-2021**  
**A RESOLUTION**  
**ACCEPTING AN**  
**APPLICATION FOR THE**  
**DISCONNECTION OF THE**  
**DORY HILL ROAD**  
**PROPERTIES FROM THE**  
**CITY OF BLACK HAWK,**  
**PRELIMINARILY**  
**APPROVING SAID**  
**DISCONNECTION, AND**  
**SETTING A PUBLIC**  
**HEARING FOR MAY 26,**  
**2021 CONCERNING SAID**  
**DISCONNECTION**

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

**Resolution No. 28-2021**

**TITLE:       A RESOLUTION ACCEPTING AN APPLICATION FOR THE  
DISCONNECTION OF THE DORY HILL ROAD PROPERTIES FROM  
THE CITY OF BLACK HAWK, PRELIMINARILY APPROVING SAID  
DISCONNECTION, AND SETTING A PUBLIC HEARING FOR MAY 26,  
2021 CONCERNING SAID DISCONNECTION**

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

Section 1. The City Clerk is in receipt of a City-initiated application for disconnection of the Dory Hill Road Property dated April 2, 2021(the “Application”), attached hereto and incorporated herein as **Exhibit A**, and has referred the Application to the City Council for consideration.

Section 2. The City Council has considered the Application and gives its preliminary approval for disconnection in accordance with Section 1-210 of the Black Hawk Municipal Code.

Section 3. A public hearing for full consideration of the Application is set for May 26, 2021, at 3:00 p.m., in the Council Chambers of the City of Black Hawk, or as soon thereafter as the matter may be heard. Following completion of the hearing, the City Council will determine if the property should be finally disconnected from the City. The City Clerk shall provide notice prior to the hearing as required by Section 1-210 of the Black Hawk Municipal Code.

RESOLVED AND PASSED this 28<sup>th</sup> day of April, 2021

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

ATTEST:

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

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

---

**SUBJECT:** Disconnection of Dory Hill Properties

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

**MOTION TO APPROVE** Resolution 28-2021, A Resolution Accepting an Application for the Disconnection of the Dory Hill Road Properties from the City of Black Hawk, Preliminarily Approving Said Disconnection, and Setting a Public Hearing for May 26, 2021 Concerning said Disconnection

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Clerk is in receipt of a City-initiated application for disconnection of the Dory Hill Property dated April 2, 2021 and has referred the Application to the City Council for consideration.

**AGENDA DATE:** April 28, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Corey Y. Hoffmann, City Attorney

**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☒ Yes ☐ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



---

Melissa A. Greiner, CMC, City Clerk

---

Stephen N. Cole, City Manager

## **EXHIBIT A**

- **Cover Letter**
- **Legal description of territory proposed to be disconnected**
- **Graphic exhibit of territory proposed to be disconnected**
- **Disconnection application**
- **List of property owners and mailing addresses**
- **List of Special Districts**



BLACK HAWK ®



INCORPORATED 1864

**Office of the City Manager**

201 Selak  
P.O. Box 68  
Black Hawk, CO 80422  
[www.cityofblackhawk.org](http://www.cityofblackhawk.org)  
303-582-0292 Office  
303-582-0848 Fax

**Mayor**

David D. Spellman

**Aldermen**

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

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Stephen N. Cole

**City Clerk /**

**Administrative Services Director**

Melissa A. Greiner

**Community Planning & Development  
Director**

Cynthia L. Linker

**Finance Director**

Lance R. Hillis

**Fire Chief / Emergency Manager**

Christopher K. Woolley

**Police Chief**

Michelle Moriarty

**Public Works Director**

Thomas Isbester

COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION

April 2, 2021

Melissa Greiner, CMC

City Clerk/Administrative Services Director

City of Black Hawk

PO Box 68, 201 Selak Street

Black Hawk, CO 80422

Dear City Clerk:

On behalf of the City of Black Hawk, please accept this City-initiated application for disconnection of territory from the City of Black Hawk. This application is prepared in accordance with Article XI of the City of Black Hawk Municipal Code.

*Sec. 1-211. - Contents of petition or application.*

*A petition or application for disconnection of territory shall contain the following:*

*(a) A legal description of the territory sought to be disconnected;*

The application contains a legal description prepared by a professional land surveyor.

*(b) A statement that the territory is located upon or adjacent to the border of the City;*

The land proposed to be disconnected is located within the City of Black Hawk and upon the border of the City of Black Hawk.

*(c) A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;*

No part of the territory proposed to be disconnected is platted into lots and blocks.

*(d) A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid;*

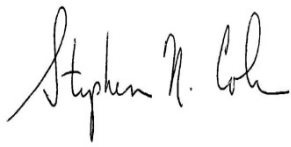
All taxes and assessment lawfully due upon the land to be disconnected have been fully paid.

*(e) A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.*

**Disconnection Application****April 2, 2021****Page 2 of 2**

The portion of Dory Hill Road proposed for disconnection historically has been maintained by Gilpin County until the early 2000's when the City began reimbursing Gilpin County for the maintenance of this section of the roadway. Recently, Gilpin County refused to assist the City with any maintenance even with reimbursement. There are no City of Black Hawk utilities in the portion of the road to be disconnected. There is an electrical line adjacent to the roadway, and there is a sewer line connector to the Gilpin County Justice Center that is maintained by Gilpin County until it gets to the line owned and maintained by the BHCC Sanitation District.

To facilitate notice as required in Sec. 1-210(b)(2), a list of all property owners of record and special districts within the area under consideration for disconnection and to Gilpin County is included with this application.

A handwritten signature in black ink, reading "Stephen N. Cole". The signature is fluid and cursive, with the first name "Stephen" and last name "Cole" clearly legible.

Stephen N. Cole  
City Manager, City of Black Hawk

Documents included with this application:

- Legal description of territory proposed to be disconnected
- Graphic exhibit of territory proposed to be disconnected
- Disconnection application
- List of property owners and mailing addresses
- List of Special Districts

## **LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. FROM WHENCE THE EAST SIXTEENTH CORNER OF SAID SECTION 7 AND SECTION 6 BEARS NORTH 89°12'50" EAST A DISTANCE OF 1293.41 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN CITY OF BLACK HAWK ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING EIGHTEEN (18) COURSES;

1. S 00° 55' 19" E A DISTANCE OF 451.46 FEET.
2. N 50° 57' 14" E A DISTANCE OF 375.99 FEET.
3. S 38° 37' 51" E A DISTANCE OF 150.00 FEET.
4. S 51° 14' 05" W A DISTANCE OF 432.91 FEET.
5. N 43° 31' 33" W A DISTANCE OF 68.67 FEET.
6. S 01° 07' 43" E A DISTANCE OF 86.30 FEET.
7. S 30° 27' 25" E A DISTANCE OF 74.46 FEET.
8. N 59° 22' 05" E A DISTANCE OF 808.87 FEET.
9. N 47° 49' 05" E A DISTANCE OF 83.49 FEET.
10. S 41° 04' 45" E A DISTANCE OF 159.41 FEET.
11. S 48° 40' 19" W A DISTANCE OF 189.86 FEET.
12. S 46° 38' 45" E A DISTANCE OF 109.50 FEET.
13. S 42° 43' 00" W A DISTANCE OF 199.07 FEET.
14. N 61° 29' 36" E A DISTANCE OF 763.36 FEET.
15. S 25° 14' 41" E A DISTANCE OF 150.48 FEET.
16. S 60° 54' 00" W A DISTANCE OF 773.03 FEET.
17. S 73° 32' 03" E A DISTANCE OF 754.98 FEET.
18. S 17° 47' 26" W A DISTANCE OF 147.27 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7.

THENCE S 88° 00' 41" W ON SAID SOUTH LINE A DISTANCE OF 117.75 FEET.

THENCE S 88° 00' 41" W ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 A DISTANCE OF 1313.63 FEET.

THENCE S 88° 00' 41" W FOR A DISTANCE OF 305.24 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID EASTERLY RIGHT OF WAY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24° 17' 10", A RADIUS OF 492.57 FEET AND AN ARC LENGTH OF 208.79 FEET, AND WHOSE LONG CHORD BEARS N 12° 41' 05" E A DISTANCE OF 207.23 FEET TO A POINT OF NON-TANGENCY.

THENCE, N 84° 02' 21" W A DISTANCE OF 32.18 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF DORY HILL ROAD (ASSUMED RIGHT OF WAY PER THE LETTER DATED JANUARY 11, 1995, RE: DORY HILL/FOURMILE GULCH (COUNTY ROAD NO. 2)),

THENCE ON SAID WESTERLY RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES;

1. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22° 03' 00", A RADIUS OF 439.93 FEET AND AN ARC LENGTH OF 169.31 FEET, AND WHOSE LONG CHORD BEARS N 01° 18' 14" W A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY.
2. N 12° 19' 44" W A DISTANCE OF 279.57 FEET TO POINT OF CURVATURE,
3. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22° 11' 48", A RADIUS OF 324.38 FEET AND AN ARC LENGTH OF 125.66 FEET, AND WHOSE LONG CHORD BEARS N 02° 40' 01" W A DISTANCE OF 124.88 FEET TO A POINT OF CURVATURE.
4. ON AN ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07° 23' 08", HAVING A RADIUS OF 1123.58 FEET AND AN ARC LENGTH OF 144.83 FEET, AND WHOSE LONG CHORD BEARS N 01° 24' 51" E A DISTANCE OF 144.73 FEET TO A POINT OF TANGENCY.
5. N 02° 16' 44" W A DISTANCE OF 69.12 FEET TO A POINT OF CURVATURE,
6. ON AN ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18° 47' 29", HAVING A RADIUS OF 792.45 FEET AND AN ARC LENGTH OF 259.90 FEET, AND WHOSE LONG CHORD BEARS N 07° 07' 01" E A DISTANCE OF 258.74 FEET TO A POINT OF NON-TANGENCY.
7. N 17° 18' 14" E A DISTANCE OF 85.81 FEET.
8. N 14° 33' 00" E A DISTANCE OF 436.44 FEET TO A POINT ON THE CITY OF BLACK HAWK BOUNDARY AS RECORDED IN BOOK 557 AT PAGES 117-120.

THENCE S 72° 52' 35" E ON SAID BLACK HAWK BOUNDARY LINE A DISTANCE OF 45.68 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ORDINANCE: 2017-10 AS RECORDED UNDER RECEPTION NUMBER 159277.

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING SEVEN (7) COURSES;

1. S 13° 55' 05" W A DISTANCE OF 87.70 FEET.
2. S 79° 25' 35" E A DISTANCE OF 36.45 FEET.
3. N 30° 59' 08" E A DISTANCE OF 42.15 FEET.
4. S 59° 43' 42" E A DISTANCE OF 49.47 FEET.
5. S 29° 13' 16" W A DISTANCE OF 364.55 FEET.
6. S 18° 08' 38" W A DISTANCE OF 82.29 FEET.
7. N 88° 05' 43" E A DISTANCE OF 253.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,382,623 SQ. FT. OR 31.74 ACRES MORE OR LESS.

### **SURVEYOR'S STATEMENT**

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

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

BASELINE ENGINEERING CORP.  
 4007 SOUTH LINCOLN AVE, SUITE 405  
 LOVELAND, COLORADO 80537  
 (970) 353-7600

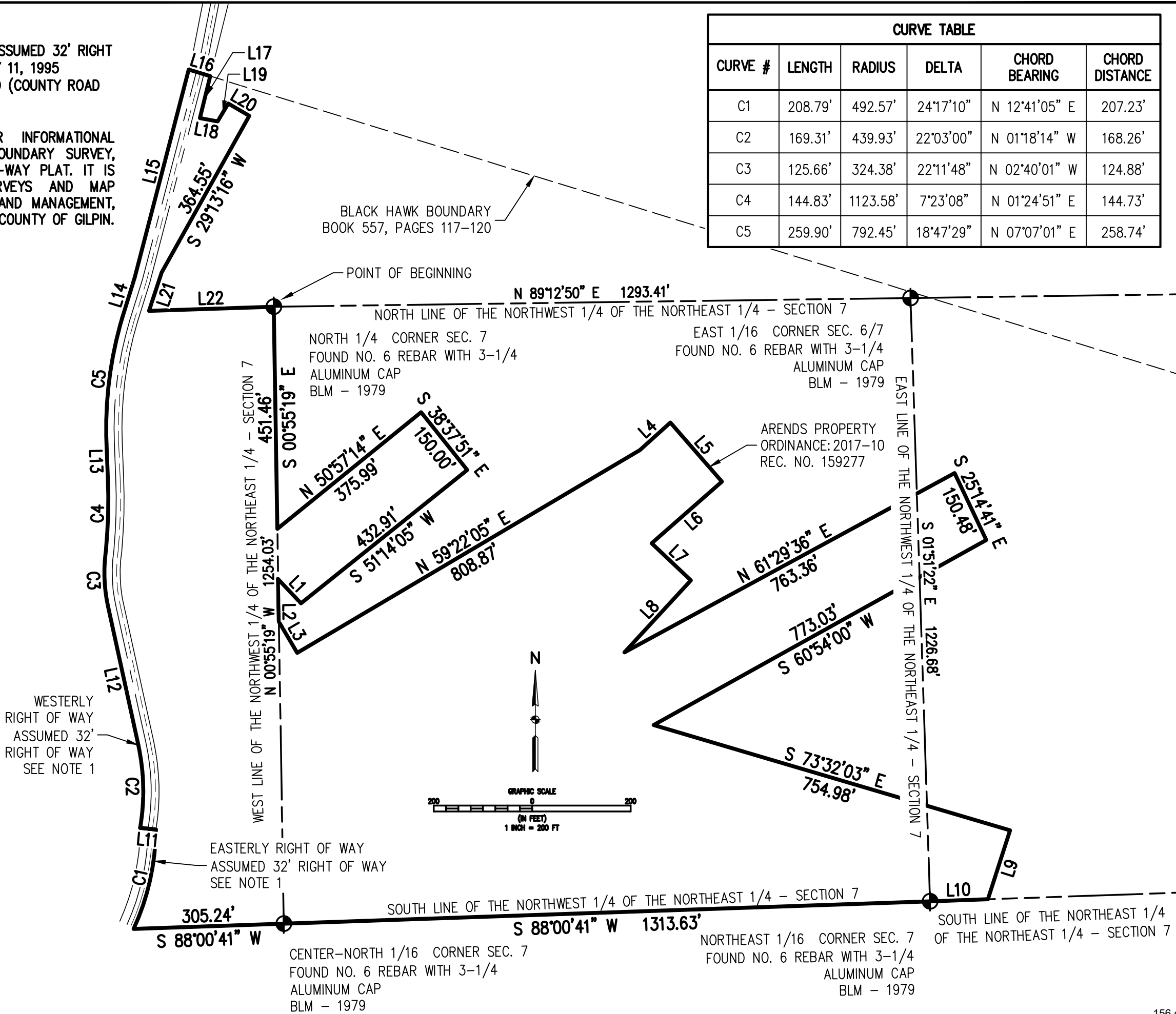


N:\PLANNING LLC\141 Planning Black Hawk\2021 Black Hawk Planning Cases\141-P-21-02 Colby Disconnection\141-P-21-02 SURVEY BASE.dwg, 3/31/2021 9:59:00 AM, Aaron Demo

NOTES:

1. DORY HILL ROAD RIGHT OF WAY IS ASSUMED 32' RIGHT OF WAY PER LETTER DATED JANUARY 11, 1995  
RE: DORY HILL/FOURMILE GULCH ROAD (COUNTY ROAD NO. 2)
2. THIS MAP WAS PREPARED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT, OR RIGHT-OF-WAY PLAT. IT IS BASED UPON FIELD NOTES, SURVEYS AND MAP ACQUIRED FROM THE BUREAU OF LAND MANAGEMENT, THE CITY OF BLACK HAWK AND THE COUNTY OF GILPIN.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 43°31'33" W	68.67'
L2	S 01°07'43" E	86.30'
L3	S 30°27'25" E	74.46'
L4	N 47°49'05" E	83.49'
L5	S 41°04'45" E	159.41'
L6	S 48°40'19" W	189.86'
L7	S 46°38'45" E	109.50'
L8	S 42°43'00" W	199.07'
L9	S 17°47'26" W	147.27'
L10	S 88°00'41" W	117.75'
L11	N 84°02'21" W	32.18'
L12	N 12°19'44" W	279.57'
L13	N 02°16'44" W	69.12'
L14	N 17°18'13" E	85.81'
L15	N 14°33'00" E	436.44'
L16	S 72°52'35" E	45.68'
L17	S 13°55'05" W	87.70'
L18	S 79°25'35" E	36.45'
L19	N 30°59'08" E	42.15'
L20	S 59°43'42" E	49.47'
L21	S 18°08'38" W	82.29'
L22	N 88°05'43" E	253.58'



DESIGNED BY  
COBH

DATE

DRAWN BY  
AAD

PREPARED BY

CHECKED BY  
ESW

REVISION DESCRIPTION

CITY OF BLACK HAWK

COUNTY OF GILPIN

DISCONNECTION

SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PM

EXHIBIT

INITIAL SUBMITTAL 4/1/21

DRAWING SIZE 11" X 17"

SURVEY FROM BASELINE SURVEY DATE 3/24/21

JOB NO. 141-P-21-02

DRAWING NAME 141-P-21-02 SURVEY BASE.dwg

SHEET 1 OF 1

156 of 161

1



## City of Black Hawk

Community Planning and Development  
211 Church Street  
P.O. Box 68  
Black Hawk, CO 80422  
Ph: 303-582-0615 Fax: 303-582-2239

### STEP 1

## DISCONNECTION INFORMATION

### IMPORTANT INFORMATION TO CONSIDER PRIOR TO APPLICATION SUBMITTAL

Chapter 1 - Black Hawk Municipal Code - Article XI:

Sec. 1-210. Disconnection of territory from the City.

(a) Disconnection following property owner petition.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a petition for disconnection, the City Clerk shall refer the petition to the City Council for consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At the time of hearing, the City Council shall receive staff reports and comments from those in favor and against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance. Petitioners for disconnection shall pay all costs of disconnection, including, but not limited to, applicable election costs, if any, and the City's professional fees.

(b) Disconnection following City initiated application.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to a hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a city-initiated application for disconnection, the City Clerk shall refer the application to the City Council for its consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At least twenty days (20) days prior to the hearing, the City Clerk shall mail notice of the application and the hearing to all property owners of record and special districts within the area under consideration for disconnection and to Gilpin County. At least twenty days (20) days prior to the hearing, the City Clerk shall conspicuously post notice of the application and the hearing on the territory.

(3) At the time of hearing, the City Council shall receive staff reports and comments from any property owner, special district representative, County representative, or member of the public in favor of or against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance, and the disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.

Sec. 1-211. Contents of petition or application. A petition or application for disconnection of territory shall contain the following:

- (a) A legal description of the territory sought to be disconnected;
- (b) A statement that the territory is located upon or adjacent to the border of the City;
- (c) A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;
- (d) A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid;
- (e) A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

Sec. 1-212. Disconnection by ordinance.

- (a) To approve disconnection, whether by property owner petition or by City initiated application, City Council must find that all of the following conditions exist:
  - (1) The best interests of the City will not be prejudiced by the disconnection of such territory.
  - (2) The territory is not urban and cannot, in the foreseeable future, be urbanized.
  - (3) The territory cannot be reasonably integrated with the City.
  - (4) Urban services cannot be reasonably extended to serve the territory.
  - (5) Disconnection will not create a hardship or impairment to Gilpin County or any special district.
- (b) The disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.
- (c) Immediately upon adoption of a disconnection ordinance, the City Clerk shall file with the Gilpin County Clerk and Recorder two certified copies of the disconnection ordinance. The County Clerk and Recorder shall file the second certified copy with the division of local government in the Department of Local Affairs, as provided by section 24-32-109, C.R.S.
- (d) Disconnected territory is not thereby exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.



**City of Black Hawk**  
 Community Planning and Development  
 211 Church Street  
 P.O. Box 68  
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 Ph: 303-582-0615 Fax: 303-582-2239

**STEP 2**  
**DISCONNECTION**  
**APPLICATION**

DATE: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

APPLICANT MAILING ADDRESS: \_\_\_\_\_

APPLICANT CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**IF DIFFERENT FROM APPLICANT**

PROPERTY OWNER NAME: \_\_\_\_\_

PROPERTY OWNER MAILING ADDRESS: \_\_\_\_\_

PROPERTY OWNER CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDRESS/LOCATION OF PROPERTY TO BE DISCONNECTED: \_\_\_\_\_

PRESENT ZONING: \_\_\_\_\_

CURRENT USE: \_\_\_\_\_

GILPIN COUNTY ASSESSOR'S I.D. NUMBER(S): \_\_\_\_\_

EXISTING PROPERTY SIZE: \_\_\_\_\_ ☐ AC OR ☐ SF

LEGAL DESCRIPTION: (PROVIDE ON A SEPARATE SHEET AND ATTACH)

**APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING**

**Section 16-370 of the Black Hawk Municipal Code establishes the requirement for an applicant to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications. Reference adopted fee schedule at [www.cityofblackhawk.org](http://www.cityofblackhawk.org). Direct questions to Community Planning and Development at [cpdinquiry@cityofblackhawk.org](mailto:cpdinquiry@cityofblackhawk.org).**

**APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:**

I, as the applicant, 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 the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

A complete submittal is must accompany application. Contact Community Planning and Development for submittal requirements.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_



## City of Black Hawk

Community Planning and Development  
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### STEP 3

## DISCONNECTION REVIEW

### DO NOT WRITE BELOW THIS LINE CONSULTANTS AND CITY STAFF REVIEW ONLY

Date submitted: \_\_\_\_\_

Date deemed complete: \_\_\_\_\_

Disconnection of \_\_\_\_\_ Acres of Land

Disconnection of \_\_\_\_\_ Acres of Right-of-Way

All Submittal attachments included? ☐ Yes ☐ No, additional paperwork needed (see below)

Notice to Property Owners/Posting of Notice on Territory Date: \_\_\_\_\_

City Council Preliminary Approval Date: \_\_\_\_\_ ☐ Approved ☐ Denied

City Council Public Hearing Date: \_\_\_\_\_ ☐ Approved ☐ Denied

#### REQUIRED SUBMITTAL DOCUMENTS

- ☐ 1. A legal description of the territory sought to be disconnected;
- ☐ 2. A statement that the territory is located upon or adjacent to the border of the City;
- ☐ 3. A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;
- ☐ 4. A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid as of the date of submittal of the Disconnection request;
- ☐ 5. A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

#### POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF

- ☐ 1. One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents references within the Warranty Deed(s).
- ☐ 2. If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.
- ☐ 3. A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an "Effective date" no earlier than two weeks prior to the date of the Disconnection Application is submitted.
- ☐ 4. If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form of:
  - a. A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership's behalf, or
  - b. A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.
- ☐ 5. A map showing the property to be disconnected.
- ☐ 6. One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.
- ☐ 7. Other: \_\_\_\_\_

#### REVIEW TO BE COMPLETED BY:

- ☐ City Manager
- ☐ City Attorney
- ☐ City Clerk
- ☐ City Surveyor – Baseline Eng Corp.
- ☐ Community Planning and Development
- ☐ Public Works
- ☐ Black Hawk Fire Department
- ☐ Black Hawk Police Department
- ☐ Black Hawk/Central City Sanitation District
- ☐ Baseline Corporation
- ☐ SAFEbuilt

<b>Property Owners of Record Within the Territory</b>		
County of Gilpin	PO BOX 366	CENTRAL CITY, CO 80427-0366
Ronald & Joyce Walters	PO BOX 1	EADS, CO 81036
Verdonna L Colby	10001 NELSON ST	BROOMFIELD, CO 80021
Chanda Rose & Lucas Michael Johnson	PO BOX 649	BLACK HAWK, CO 80422
Pat Baker	515 E Carefree Hwy #273	Phoenix, AZ 85085
City of Black Hawk	PO Box 68	Black Hawk, CO 80422
<b>Property Owners of Record Adjacent and/or Within the Territory</b>		
Ota Herbert Y & Ota Ryan H	1815 HOOKOE ST	PEARL CITY, HI 96782-1705
Arends Wesley F & Shirley A	PO Box 649	Black Hawk, CO 80422
ARENDS JORDANA LERRAINE & ALEX A GOLDSTEIN TRUST	5796 DUNRAVEN ST	GOLDEN, CO 80403
<b>Special Districts Within the Territory</b>		
Gilpin County School District RE-1	10595 Highway 119	Black Hawk, CO 80422
Timberline Fire Protection District	660 Highway 46	Black Hawk, CO 80422
Black Hawk - Central City Sanitation District	P.O. Box 362	Black Hawk, CO 80422

Source: Gilpin County Assessor  
As of March 30, 2021