



## REGULAR MEETING AGENDA

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

February 12, 2020  
3:00 p.m.

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. MOMENT OF SILENCE:

In remembrance of Julie Seitzinger, Executive Administrative Assistant to Administrative Services

4. AGENDA CHANGES:
5. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
6. INTRODUCTIONS OF NEW EMPLOYEES: Dustin Rust, Police Officer III  
Kellie Johnson, Communications Officer I
7. PUBLIC COMMENT: *Please limit comments to 5 minutes*
8. APPROVAL OF MINUTES: January 22, 2020
9. PUBLIC HEARINGS:
  - A. Resolution 8-2020, A Resolution Adopting the Comprehensive Plan of the City of Black Hawk, Dated February 2020

### 10. ACTION ITEMS:

- A. Resolution 9-2020, A Resolution Adopting the Comprehensive Plan of the City of Black Hawk, Dated February 2020 as the City's Three-Mile Annexation Plan
- B. Resolution 10-2020, A Resolution Accepting the Petitions for Annexation and Establishing March 25, 2020 as the Date of Public Hearing on the Requested Annexation of Parcels of Unincorporated Territory Located in the County of Gilpin (Lake Gulch Whiskey Resort Annexations)
- C. Resolution 11-2020, A Resolution Cancelling the April 7, 2020 Regular Election and Declaring Candidates Elected
- D. Resolution 12-2020, A Resolution Approving a Purchase and Sale Agreement for the Acquisition of the PM Lode Mining Claim U.S. Mineral Survey No. 4556
- E. Resolution 13-2020, A Resolution Approving a Purchase and Sale Agreement for the Acquisition of the Bates Lode Mining Claim U.S. Mineral Survey No. 941 AM
- F. Resolution 14-2020, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed \$72,925.00 for Design Services Pertaining to the Grand Staircase
- G. Resolution 15-2020, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed \$99,503.00 for Design Services Pertaining to the Mountain City Railing Replacement and Elevator Installation Project
- H. Resolution 16-2020, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed \$54,861.00 for Design Services Pertaining to the Lace House Rehabilitation Project

### 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

- I. Resolution 17-2020, A Resolution Approving Amendment No. 3 to the CMGC Contract Executed on May 22, 2019 Between the City of Black Hawk and Taylor Kohrs LLC, Increasing the Guaranteed Maximum Price (GMP) by \$162,314.03 for Completion of Electrical Work and Changed Site Conditions for the Hidden Treasure Trailhead Project
- J. Resolution 18-2020, A Resolution Approving the Soil Nail and Stabilization Easement Agreement with the Rocky Mountain Evangelical Free Church for the Property at 331 Gregory Street
- K. Resolution 19-2020, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and Alpine Artisan Studios for the 2020 Christmas Décor Program in an Amount Not To Exceed \$175,000.00

11. CITY MANAGER REPORTS:

12. CITY ATTORNEY:

13. EXECUTIVE SESSION:

14. 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 NEW EMPLOYEE INTRODUCTION**



### **DUSTIN RUST POLICE OFFICER**

Dustin is a new comer to Colorado after spending the last 20 years in law enforcement in Texas. In addition to his Master's Degree in Law Enforcement Administration, he is a graduate of the FBI Command School with a Trilogy award, as well as the Law Enforcement Management Institute. Dustin also holds certifications as a level 2 Firefighter, Emergency Medical Responder, Arson Investigator, SWAT operator, General Instructor and in Emergency Management Operations. Dustin has 3 children with his wife Laura, who is a former news anchor in Texas.

"I look forward to using my experience working with the city and community to improve the quality of life for both citizens and visitors alike."



## **CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION**



### **KELLIE JOHNSON COMMUNICATIONS OFFICER I**

Kellie Johnson is from Albuquerque, NM but spent the last 13 years in Texas. She graduated from Eldorado High School in Albuquerque, NM then continued her education at the University of New Mexico where she graduated with a degree in Political Science. After moving to Texas she joined the United States Army Reserves as a Health Inspector. She has had the privilege of deploying twice and attaching to the Australian Navy once. She is currently still in the Army Reserves in a reserve unit based out of Aurora, Colorado. While in Texas she continued her Education and graduated with her Bachelors in Business Management. She worked as an Army civilian contractor at San Antonio Military Medical Center in the Uniformed Business Office. Kellie moved to Gilpin County January 2019 and one week after the move had a surprise blessing of her son coming 2 months early. Thanks to the help of the Gilpin County Ambulance and Flight for Life, both she and her beautiful son are thriving. Due to her experience during child birth she wanted to be a service to people like those who were there for her. She is proud to be a part of the Black Hawk Police Department Communications Team!



**City of Black Hawk  
City Council**

**January 22, 2020**

**MEETING MINUTES**

City Attorney, Corey Hoffmann, rang the bell to open the meeting.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, January 22, 2020, at 3:00 p.m. by Mayor Spellman.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.  
  
Staff present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, and Community Planning & Development Director Linker.  
  
**PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** City Clerk Greiner 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. No conflicts were noted from City Council.  
  
City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. **PUBLIC COMMENT:** City Clerk Greiner confirmed that no one had signed up to speak.
6. **APPROVAL OF MINUTES:** January 8, 2020

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

There was no discussion, and the motion passed unanimously.

7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

**A. Resolution 4-2020, A Resolution Approving the Agreement for Mold Remediation for the Structures Located at 221 Gregory Street with Weecycle Environmental Consulting, Inc. in a Total Amount Not to Exceed \$28,206.00**

Mayor Spellman read the title.

Community Planning & Development Director Linker explained Weecycle would hire the lowest bid from the most responsible subcontractor and oversee the site and work because Weecycle is familiar with environmental laws.

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** Midcap by Alderman to approve Resolution 4-2020, a Resolution approving the agreement for mold remediation for the structures located at 221 Gregory Street with Weecycle Environmental Consulting, Inc. in a total amount not to exceed \$28,206.00.

**MOTION PASSED**

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

**B. Resolution 5-2020, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Black Hawk Bean & Coffee LTD as Lessee**

Mayor Spellman read the title.

Finance Director Hillis presented a lease for a new tenant to the coffee shop to serve coffee, ice cream, and basic staples. The lease has some revised language for additional City oversight. The new tenant purchased the equipment owned by the previous tenant. Alderman Midcap asked why the previous tenant failed. Director Hillis explained the business has tight profit margins, and the business needs a working owner. The previous owner lived in Littleton and thought he could pay

employees and not work in the shop. The new tenant lives in Gilpin County and will work in the shop with his son who has worked for one of the previous owners.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 5-2020, a Resolution approving the Agreement of Lease between the City of Black Hawk as lessor and Black Hawk Bean & Coffee LTD as lessee.

**MOTION PASSED**

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

**C. Resolution 6-2020, A Resolution Approving Certain Service Agreements for Calendar Year 2020**

Mayor Spellman read the title.

Public Works Director Isbester explained this was the annual renewal of on-call contracts for the Public Works Department.

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 6-2020, a Resolution approving certain Service Agreements for calendar year 2020.

**MOTION PASSED**

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

**D. Resolution 7-2020, A Resolution Approving Amendment No. 4 to the Construction Manager/General Contractor Agreement Executed on February 27, 2019 Between the City of Black Hawk and Roche Constructors, Inc., Increasing the Guaranteed Maximum Price (GMP) by \$96,800 for the Purpose of Procuring and Installing an Elevator in the Gregory Street Commercial Building Located at 221 Gregory Street**

Mayor Spellman read the title.

Senior Civil Engineer Reed explained this amendment to the original agreement is for procuring and installing the elevator at 221 Gregory Street. This proposal is presented separately because of the required lead time for the manufacturing of the elevator. Senior Civil Engineer Reed explained an additional amendment to the agreement for the final build design and cost proposal would be submitted for Council's review in a future meeting.

**MOTION TO**

**APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 7-2020, a Resolution approving Amendment No. 4 to the Construction Manager/General Contractor Agreement executed on February 27, 2019 between the City of Black Hawk and Roche Constructors, Inc., increasing the Guaranteed Maximum Price (GMP) by \$96,800 for the purpose of procuring and installing an elevator in the Gregory Street commercial building located at 221 Gregory Street.

**MOTION PASSED**

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

9. CITY MANAGER  
REPORTS:

City Manager Cole had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann stated that under the Colorado Municipal Annexation Act, C.R.S. § 31-12-107(f), “The Clerk shall refer the petition to the governing body as a communication. The governing body, without undue delay, shall then take appropriate steps to determine if the petition so filed is substantially in compliance with this subsection (1).” So today, on behalf of the City Clerk, we are letting you know as a communication that the Council/City has received Annexation Petitions from the property owner of record, RSM, and the contract purchaser, an entity known as Proximo Spirits. The property is located in the Black Hawk growth area. Under the language of the statute, the next step is evaluating the petitions that were filed to determine if they are in substantial compliance with the Annexation Act. When it is determined the petitions are substantially compliant with the statute, the matter will be brought forward to you for consideration, and a hearing will be set. This is the first step in a long process, but we are obligated to let you know and refer it to you as a communication.

11. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended item numbers 2 and 5 only for Executive Session, and the specific legal issues related to Metropolitan Districts and potential legislation.

**MOTION TO  
ADJOURN INTO  
EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:07 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop

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

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

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

**MOTION PASSED**

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

City Council resumed its regular open meeting.

**MOTION TO  
APPROVE**

Alderman Moates made a **MOTION** and was **SECONDED** by Alderman Torres, to approve a land exchange agreement with Miners Mesa, LLC.

**MOTION PASSED**

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

**MOTION TO  
APPROVE**

Alderman Moates made a **MOTION** and was **SECONDED** by Alderman Bennett, to approve the conveyance of property to the Black Hawk Silver Dollar Metropolitan District Directors.

**MOTION PASSED**

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:05 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**RESOLUTION 8-2020**  
**A RESOLUTION**  
**ADOPTING THE**  
**COMPREHENSIVE PLAN**  
**OF THE CITY OF BLACK**  
**HAWK, DATED**  
**FEBRUARY 2020**



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

**Resolution No. 8-2020**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning the adoption of an updated City of Black Hawk Comprehensive Plan, pursuant to Section 31-23-206, Colorado Revised Statutes.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, February 12<sup>th</sup>, 2020 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned. Written comments can be provided to the Community Planning and Development Department at the same address above.

## ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner  
City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** City of Black Hawk - 2020 Comprehensive Plan

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

**MOTION TO APPROVE** Resolution No. 8-2020, a Resolution adopting a Comprehensive Plan for the City of Black Hawk

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

C.R.S. § 31-23-206 requires that the City of Black Hawk adopt a comprehensive plan, also known as a master plan, as an advisory document for the purposes of guiding land development decisions. When a municipality decides to adopt a comprehensive plan, the municipality shall conduct public hearings in order to encourage public participation in and awareness of the development of such a plan and shall accept and consider oral and written public comments throughout the process of developing the plan.

**AGENDA DATE:** February 12, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

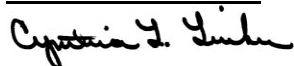
**STAFF PERSON RESPONSIBLE:** Cynthia L. Linker  
CP&D Director

**DOCUMENTS ATTACHED:** Resolution No. 8-2020  
2020 Comprehensive Plan

**RECORD:** ☐ ]Yes ☒ ]No

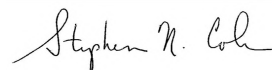
**CITY ATTORNEY REVIEW:** ☐ ]Yes ☐ ]N/A

**SUBMITTED BY:**



Cynthia L. Linker, CP&D Director

**REVIEWED BY:**



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

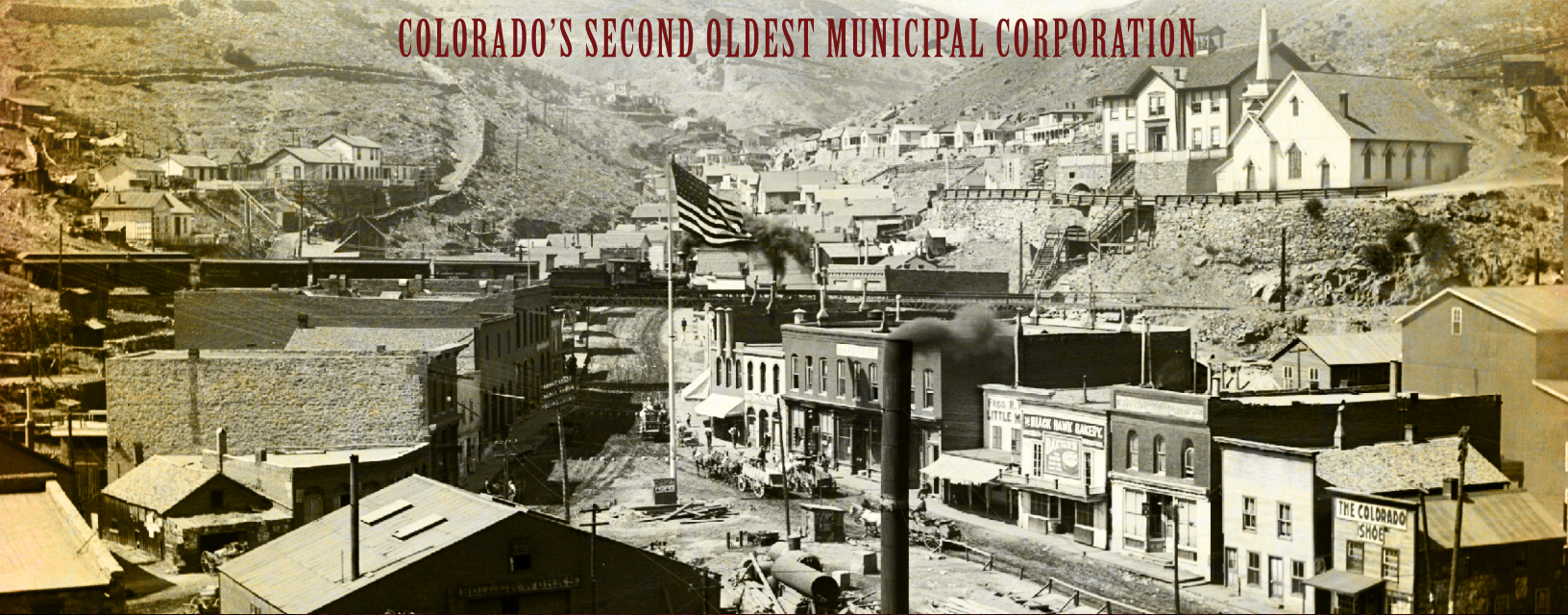


# EXHIBIT A



# THE CITY OF BLACK HAWK

COLORADO'S SECOND OLDEST MUNICIPAL CORPORATION



## 2020 Comprehensive Plan

INCORPORATED 1864

PRESERVING THE PAST, PREPARING FOR THE FUTURE, STILL MAKING HISTORY.™





**Transitioning from a local gaming area  
to a regional resort destination...**





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*Opposite: North Clear Creek streams past many hotels and casinos in the City including the new Monarch resort development.*









## ACKNOWLEDGMENTS

### CITY COUNCIL

David D. Spellman, Mayor  
Linda Armbright, Alderman  
Paul G. Bennett, Alderman  
Jim Johnson, Alderman  
Hal Midcap, Alderman  
Greg Moates, Alderman  
Benito Torres, Alderman

### CITY ATTORNEY

Corey Y. Hoffmann

### CITY STAFF

Stephen N. Cole, City Manager  
James R. Ford, Sr. Civil Water Engineer  
Melissa A. Greiner, City Clerk &  
Administrative Services Director  
Lance R. Hillis, Finance Director  
Thomas Isbester, Public Works Director  
Cynthia L. Linker, CP&D Director  
Kenneth E. Lloyd, Chief of Police  
Christopher K. Woolley, Fire Chief

### HISTORIC PRESERVATION COMMISSION

Lynnette Hailey, Chair  
Curtis Linder, Vice-Chair  
Larry Linker, Commissioner  
Thomas Gish, Commissioner

### CONSULTING TEAM



Vince Harris, AICP, Planning Director  
Andrew Baker, Associate Planner &  
Project Manager  
Julie Esterl, Associate Planner  
Melanie Nieske, Planning Technician  
Jessie Stonberg, Associate Planner  
Ben Thurston, AICP, Senior Planner  
Ethan Watel, AICP, Planning Manager

*Opposite: Waterfall and sculptured bears playing in Mountain Life Park.*









## EXECUTIVE SUMMARY

The City of Black Hawk, a small historic mountain community located 30 minutes from the Denver metro area, is the premier gaming venue in Colorado. Although the City only has approximately 100 residents and 61 residential structures, it is also home to 15 casinos. Black Hawk's casinos generate approximately 85% of Colorado's gaming tax revenue each year, and since 1991, Black Hawk has grown into a well-known tourist venue in Colorado. Approximately 20,000 people visit Black Hawk each day with the primary purpose of gaming. Since the inception of limited stakes gaming, insightful City leaders continue to leverage gaming revenues to build the infrastructure needed to support growth while simultaneously preserving the City's rich history. The City has restored many of its historic buildings and will continue to preserve its rich heritage through restoration. The City has improved every aspect of its infrastructure and created capacity for additional growth within its existing City limits. The City currently has 1500 hotel rooms and can support an additional 4,500 rooms and associated amenities. The City currently offers amenities such as modern water treatment plants and sewer infrastructure, shuttle service, modern parking garages, well-maintained roads, and other public services supporting current and future development.

The City aspires to become a nationally known resort destination, which will support short-term and long-term stays. City officials, staff, and stakeholders created a comprehensive plan to inform future developers of the City's vision. The City's Comprehensive Plan ensures future development will be consistent with its ten (10) distinct land use categories highlighted in this plan. The City's Plan also includes seven (7) city-wide goals created to ensure the creation of any new complimentary amenities support our mission of casino growth and hotel development throughout the City.

Residential growth in Black Hawk is limited to infill, and the City will not alter its residential size and historical character for the benefit of development. Any infill of new residential structures must meet the City's strict architectural guidelines. However, the City believes the development of commercial, transit, and recreational amenities can be developed in furtherance of its goal to increase visitation to Black Hawk without adversely impacting its unique historic character. The City is well equipped to support rapid growth and can meet municipal service delivery needs in the future. The City recognizes its financial health is linked to the gaming community and will ensure all future development is consistent with the City becoming a resort destination.



*Opposite: Historic schoolhouse now used as Police headquarters and the historical Presbyterian Church now used for City offices and City Council chambers.*

# CHAPTER 1 – INTRODUCTION TO PLAN

## Purpose

The purpose of this Plan is to assist public officials, staff, residents, property and business owners, and developers in making decisions that support the goals of sustainable economic development, commitment to historical heritage, and high quality of life for residents and visitors in the City of Black Hawk. The Plan is intended to create a vision for future growth and development through 2030 and may be updated as needed.

This 2020 Comprehensive Plan replaces its predecessor of 2004 and includes the following:

- Integrates and supersedes past planning efforts, including the 2004 Comprehensive Plan, 2003 Public Open Space Plan and Heritage Master Plan, and the Gregory Street Sub-Area Plan.
- Incorporates stakeholder input.
- Envisions cohesive goals within the areas of economic development, land use, transportation, open space, and recreation.
- Provides strategies to support the implementation of goals.

## Statutory Review

A Comprehensive Plan, also referred to as a Master Plan, was created and adopted by the City of Black Hawk consistent with Colorado Revised Statutes, Section 31-23-206. Alone, a Comprehensive Plan is merely advisory and does not affect legally protected interests of property owners. Changes to zoning regulations will be implemented, as needed, to support the Master Plan. The Comprehensive Plan guides land use and development principles for the community.

## Context

The City of Black Hawk is nestled in North Clear Creek Canyon, surrounded by the mountains of Gilpin County, Colorado. Black Hawk is located approximately 10 miles east of the Continental Divide in Central/North Central Colorado, 25 miles west of the Denver Metropolitan area, 19 miles west of Golden, 4 miles north of Idaho Springs, and 35 miles southwest of Boulder. Denver International Airport is 55 miles to the east via I-70. The City and the Growth Area are mostly surrounded by Federal and State open lands to the east and west, providing miles of beautiful evergreen forests along both the Front Range and I-70 corridor.



Black Hawk is located in a challenging geographic environment, near the confluence of Gregory Gulch, Chase Gulch, and North Clear Creek Canyon, at an elevation of 8,100 feet. There are areas outside of the City's core that reach elevations of over 9,000 feet. Dramatic elevation changes within North Clear Creek Canyon create a secluded mountain valley. The presence of old mines and the remaining abandoned railway beds visually brings the City's rich history into focus. There are currently 61 homes remaining in the City, which were built over a century ago. The City has initiated a preservation program to restore these historic homes. Preserving these buildings retains Black Hawk's heritage and history.

With enthusiastic, forward-thinking city leaders and only 100 residents, the City of Black Hawk's progressive outlook and nimble decision-making make it one of the most business-friendly environments in the State of Colorado.

## How-To-Use This Plan

This Comprehensive Plan sets the developmental, cultural, and practical direction for the City. Each chapter's information with graphic depictions identify a vision for the future of the City. The goals and specific objectives provided within this plan are essential in making that vision a reality.



## History

The mining camp that would eventually become the City of Black Hawk was established on May 6, 1859, when prospector John H. Gregory first discovered lode gold in the narrow gulch that was then part of the Kansas Territory. News of his strike spread rapidly, and within a year, the mining camp had begun to flourish. The “Gregory Diggings” drew thousands of would-be miners to try to find their fortunes. Gregory’s discovery revived the Pikes Peak Gold Rush.

Although mining occurred within its borders, Black Hawk quickly established itself as a center for milling ore. North Clear Creek supplied water to drive mills and related mining processes; thus, entrepreneurs in milling activities located their facilities here. The mill heritage even gives the city its name. On June 30, 1860, William L. Lee, Dr. Fredrick H. Judd, and Milo Lee started up a quartz stamp mill and christened it “The Black Hawk Mill.” The mill’s design, inner-workings, and ore crushing capacity were so impressive that it generated great excitement, so much so that the surrounding area became known as Black Hawk Point. This industry gave the city its unique character, that of the “City of Mills.” During its apex of mining and milling, Black Hawk played a unique role for the surrounding mining communities and served as the industrial center for the region.

After a short phase as an informal mining town, the settlement incorporated as the City of Black Hawk on March 11, 1864, becoming the second incorporated city in the Colorado Territory. Ingenuity and natural resources helped the former fledgling community become the milling center for the gold and silver ore from the rich mines of Black Hawk and Gilpin County.

On June 20, 1867, the Boston and Colorado Smelting Company broke ground on what would become the first successful smelter in the Rocky Mountains. In January of 1868, Professor Nathaniel P. Hill of the Boston and Colorado Smelting Company resuscitated the Colorado Mining industry by employing European smelting methods.

In addition to being the “City of Mills,” Black Hawk also served as the transportation hub for the area. On December 14, 1872, Black Hawk was connected with Denver by the Colorado Central Railroad to help bring refined gold and silver out of the mountains. With the arrival of the railroad, and later with the construction of the Gilpin Tramway, Black Hawk functioned as the transfer point for people, supplies, and ore that moved between mining camps and cities in the region. Even when the railroad extended to Central City in 1878, all trains continued to go through Black Hawk before heading up the switchback and Highline into Central City.

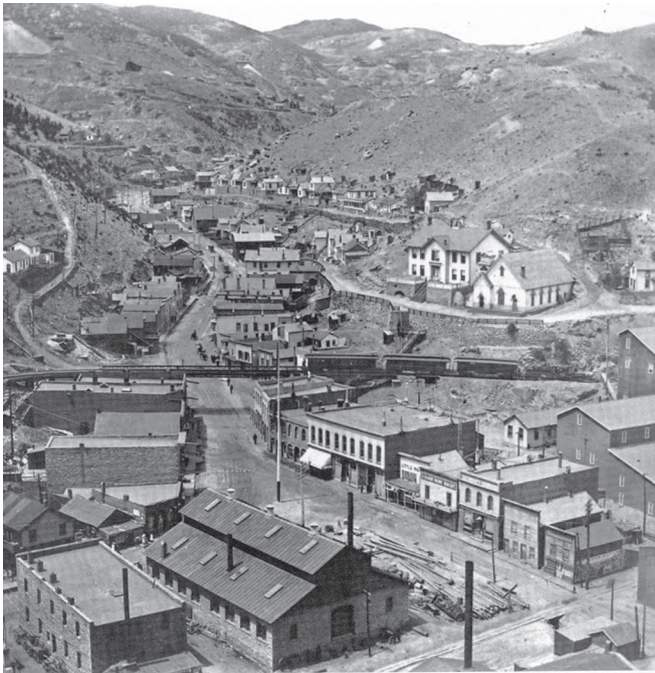
By 1920 mining had all but ended, and the community declined from a population of over 2,000 to the approximately 100 residents that live here today. After years of economic decline and deteriorating infrastructure, a state-wide ballot measure was passed,





allowing limited stakes gaming in Black Hawk and two other Colorado cities. Many mining remnants remain in the community, serving as a historical backdrop to the newfound “gold” in the form of the Colorado Limited Gaming Act approved in 1991 by the citizens of Colorado. By this time, the numerous old mill buildings that once flourished with mining operations had deteriorated and were falling apart. Black Hawk has evolved with physical and economic changes since the onset of gaming, particularly between 1992 and 2002, and then again between 2008 and today with the development of new multi-story, resort and spa hotels and casinos. Today, casino hotels provide over 1,000 rooms for overnight stays in the community. One property expansion will near completion in early 2020, adding another 500 hotel rooms to the City’s supply.

Today the City touts itself with a motto of ‘Preserving the Past, Preparing for the Future, Still Making History.’



*Downtown Black Hawk circa 1912.*



*The Gilpin Hotel is a mainstay in downtown Black Hawk.*

Since its first lode gold strike of 1859, Black Hawk continues to preserve the past while preparing for the future.

## CHAPTER 2 – PRIMARY GOALS

City of Black Hawk officials, staff, and stakeholders have identified seven (7) City-wide Goals listed below. In subsequent chapters, specific strategies provide guidance to achieve these Goals for each land use area.

### PRIMARY GOAL 1

#### **Transition from a local gaming area to a regional resort destination:**

The City quickly became a leading and well-known gambling attraction in Colorado after the approval of limited stakes gaming by voters in 1991. The City matured into a resort destination attracting visitors for extended stays. The City desires to create a diverse tourism experience delivering an escape for a variety of visitors. The City aspires to establish and promote entertainment districts and interactive, outdoor gathering spaces. These pedestrian-friendly spaces along historic Gregory Street will provide opportunities to walk throughout the entertainment district with adult beverages. This will create social interaction while supporting both leisurely and active lifestyles.

### PRIMARY GOAL 2

#### **Promote heritage tourism:**

Black Hawk's rich mining history creates an opportunity to link gaming-related tourism to historic venues. Revitalizing the visitor experience with authentic culture and local history not only creates a unique character not found in other gaming communities, but will appeal to tourists who may have limited interest in gaming. Providing interpretive educational experiences at historic properties will expand the potential visitor population to those who seek cultural learning and adventurous experiences.

### PRIMARY GOAL 3

#### **Encourage diversified commercial development that complements gaming:**

A wide range of commercial development will diversify the City's revenue and create opportunities for positive growth. New commercial developments will complement gaming, which is the primary economic engine for the City. New uses include retail, service, food, beverage, and entertainment options, which will serve residents and guests.

### PRIMARY GOAL 4

#### **Limit residential development to infill lots in historic residential neighborhoods:**

Much of the historic preservation efforts in Black Hawk focus on restoring and maintaining residential homes and non-residential structures, as well as infrastructure throughout the City. New residential development will be limited to infill lots in the historic residential district to promote a cohesive and unifying residential community, and to sustain the ambiance of historic architecture within these neighborhoods.





## PRIMARY GOAL 5

### **Expand hotel uses:**

At the beginning of 2020, approximately 1,500 hotel rooms are available in the City, which creates more opportunities for extended stays and conference events. The City seeks to increase the total number of hotel rooms to 3,000 by 2030 and 6,000 by 2050.

## PRIMARY GOAL 6

### **Strengthen outdoor recreational opportunities:**

Outdoor entertainment and gathering spaces should be interactive and social, providing areas for events such as car shows and exhibitions. The proposed trail systems will increase visitor opportunities to experience the beautiful, natural surroundings of the City.

## PRIMARY GOAL 7

### **Expand public transportation:**

The City strives to create a pedestrian-friendly environment, where visitors walk from hotels and casinos to other destinations within the City. Presently, a shuttle service in Black Hawk already makes it easy for people to move from one casino to another. In the future, this bus service may also provide access to the Hidden Treasure trailhead. A regional bus service provides transportation for employees and visitors who visit Black Hawk from the Denver metro area. The lack of employee housing within the City makes reliable bus transportation system to and from Denver a critical part of our strategy.



*4th of July fireworks are unmatched with sound and color each year.*







## Chapter 3 – Land-Use Areas

This plan identifies ten (10) distinct land-use areas in the City of Black Hawk. Six (6) of the areas are classified as “Districts” and describe lands focused on development. The remaining four (4) land-use areas describe open space and recreation areas, including three (3) mountain parks and natural open space intended as a buffer zone to preserve the natural landscape. This chapter includes a map showing the extent of these land-use areas, an open space plan, and more detailed descriptions of the intent and vision for each area:

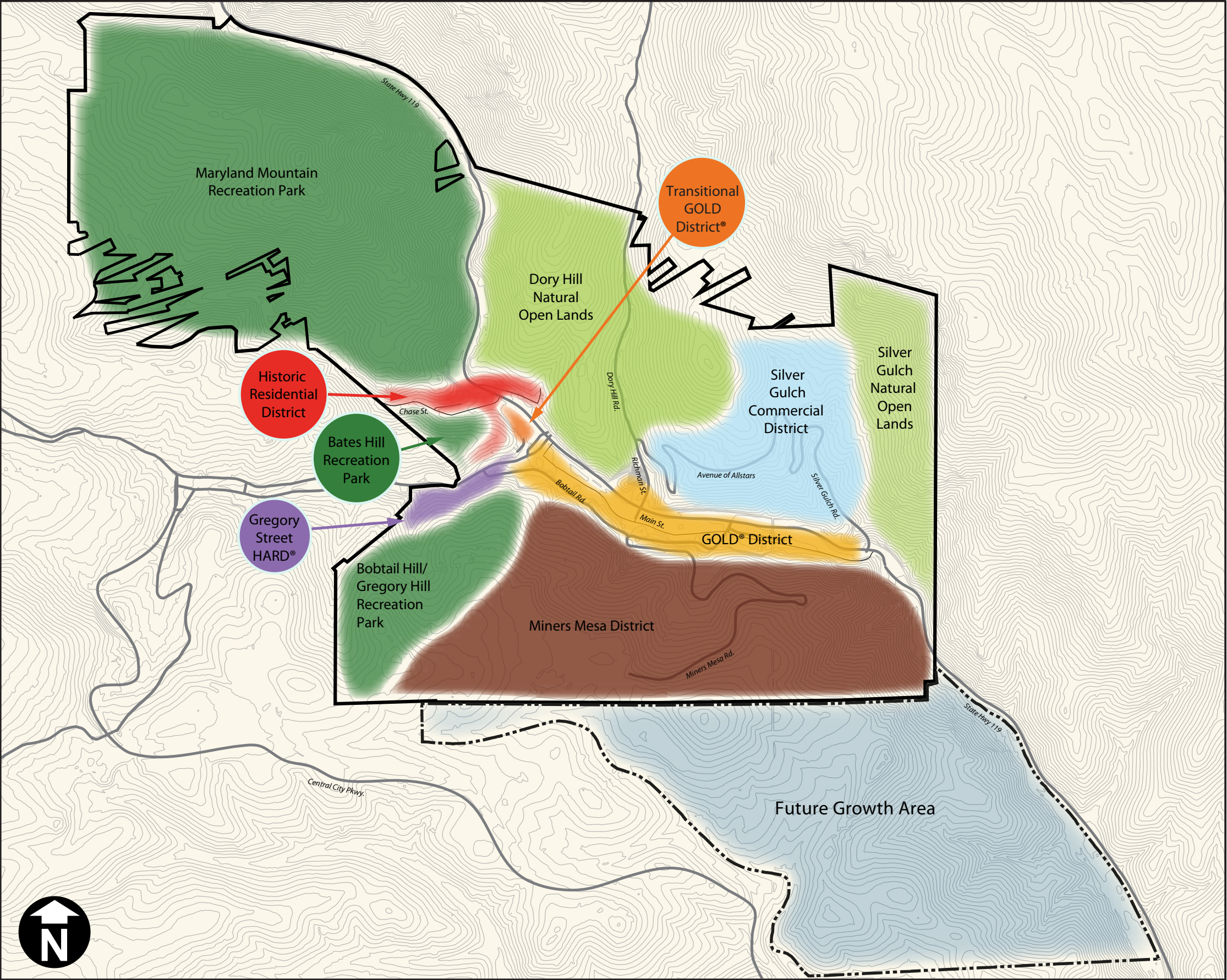
- 📍 GOLD District (Gaming, Outstanding Lodging, Dining)®
- 📍 Transitional GOLD District®
- 📍 Gregory Street HARD District (History Appreciation Recreation Destination)®
- 📍 Miner’s Mesa District
- 📍 Silver Gulch Commercial District
- 📍 Historic Residential District
- 📍 Maryland Mountain Recreation Park
- 📍 Bates Hill Recreation Park
- 📍 Bobtail Hill/Gregory Hill Recreation Park
- 📍 Natural Open Lands



*Above: View of Black Hawk from above.*

*Opposite: Looking up Richman Street towards the Ameristar hotel tower at night.*





CITY OF BLACK HAWK  
LAND USE AREA MAP

LEGEND

- Black Hawk Municipal Boundary
- Future Growth Area
- 5 Foot Contours
- Roads
- GOLD District (Gaming, Outstanding Lodging, Dining)®
- Transitional GOLD District®
- Gregory Street History Appreciation Recreation Destination (HARD)® and Historic Appreciation and Preservation (HAP)
- Historic Residential District
- Silver Gulch Commercial District
- Miners Mesa District
- Natural Open Lands
- Recreation Park



SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019



## GOLD District (Gaming, Outstanding Lodging, Dining)®

Comprising a majority of Main Street development, the GOLD District is intended for high-intensity gaming and entertainment. Several large-scale resort casinos located along North Clear Creek provide exciting and energized options in a vibrant gaming community. As the main tourist attraction, the GOLD District is intended to attract visitors for multiple days and encourage return trips. The development in this area focuses on gaming, although a wider range of diverse commercial activity is desired to attract more visitors to Black Hawk. Existing and new commercial and gaming development including entertainment, events, and performances is desired to attract new users and businesses to Black Hawk.

### GOLD District Applicable Goals

The GOLD District is intended to provide an opportunity to implement the following Goals:

**Goal 1 - Transition from a local gaming area to a regional resort destination**

**Goal 3- Encourage diversified commercial development that complements gaming**

**Goal 5- Expand hotel uses**

**Goal 7- Expand public transportation**

### GOLD District Desired Uses

- **Live entertainment venues**
- **Event and conference venues**
- **Day spas**
- **Restaurants**
- **Hotels**
- **Gaming space**



*Monarch offers hundreds of hotel rooms in the heart of the City.*



*Maintaining historical character throughout the City ties it together.*



## GOLD District Development Expectations

The GOLD District is a colorful, vibrant gaming area. All new development must conform to the Commercial Design Guidelines and zoning regulations, which allow larger building mass and height. Because of site constraints due to steep grades and topography, the preferred method for increasing hotel rooms is the vertical construction of new hotel towers. Adding density in this district requires well-defined pedestrian routes with high-quality public spaces. Considering zero-foot setbacks along with high-towers throughout the district, new construction design will create a comfortable atmosphere for pedestrians. Active public places with inviting building entrances help tie the ground-level urban design together. Much of the GOLD District is accessible by Main and Bobtail Streets, so public transportation and parking areas are important aspects of new development. Redevelopment of current, smaller hotels and parking lots is highly encouraged.

Serving as the gateway to the City from Highway 119, the GOLD District seeks to maintain high-quality architecture, attractive signage, and public art. Consider these viewpoints when planning for higher density and building heights.

Over the past 30 years, more than \$1 billion has been invested in land, casinos, and related development.



*The GOLD District is the heart of the City with its historic character and high-intensity gaming and entertainment.*

## Transitional GOLD District®

The Transitional GOLD District includes land adjacent to Highway 119 between Chase and Black Hawk Streets. This secondary gaming area allows for intermediate intensity of gaming and commercial development. Designed to attract visitors for multiple days and encourage return trips, this District is focused on creating a transition space between the GOLD District and the Historic Residential District, through urban design. The streetscape demonstrates the historic feel of Black Hawk, encouraging adaptive reuse of historic structures as casinos and hotels. The dramatic differences found between the high-intensity GOLD District and Historic Residential to the north and west are softened in this Transitional GOLD District.

### Transitional GOLD District Applicable Goals

The Transitional GOLD District area plan includes the following Goals:

**Goal 1 - Transition from a local gaming area to a regional resort destination**

**Goal 3- Encourage diversified commercial development that complements gaming**

**Goal 5- Expand hotel uses**

**Goal 7 - Expand public transportation**

### Transitional GOLD District Desired Uses

- **Live entertainment venues**
- **Event and conference venues**
- **Day spas**
- **Restaurants**
- **Hotels**
- **Gaming space**

### Transitional GOLD District Development Expectations

The Transitional GOLD District serves as a buffer zone between the newer high-density development of the GOLD District and the more authentic architectural vernacular found in the Historic Residential.

New development shall conform to the Commercial Design Guidelines and zoning regulations, allowing smaller building mass and height than the GOLD District. The approved Silver Hawk PUD and underlying zoning with the GOLD District currently govern the primary development opportunity within this Transitional GOLD District.

In order to differentiate and clarify this District from the Gold District, The Silver Hawk PUD establishes a maximum building height of 75 feet, with a “30-degree” bulk plane that applies to the north and east property lines. The maximum height is measured from the





existing grade at any point within the PUD. The existing grade of the site generally falls within an elevation range between 8,054 and 8,075 feet (above sea level) based on the City of Black Hawk benchmark. Therefore, the maximum building height will be limited to an elevation range between 8,129 and 8,150 feet from east to west on the site. Building massing within the Transitional GOLD District must be designed to minimize the impact on existing views from both 211 Church Street and the historic residential structures on Marchant and Horn Streets.

Respecting the historical context is important in this area where the gaming and entertainment is adjacent to areas featuring 19th Century residential and commercial architecture. The visual impact of the transition should be subtle and signify the juxtaposition between the “old” and “new” in the City. Any future development in the Transitional GOLD District will adhere to these visual and design expectations.



With its authentic historic attractions, unmatched scenic backdrop, and nearby recreational opportunities, Black Hawk is poised to broaden its appeal to visitors seeking gaming and more.



*The Transitional GOLD streetscape demonstrates the historic feel of Black Hawk.*



## Gregory Street HARD District (History Appreciation Recreation Destination)®

Black Hawk's rich history is found throughout the core of Main Street and along Gregory Street. The Gregory Street HARD District is bounded by High Street and Church Street to the north, Main Street to the east, and its western edge located at 530 Gregory Street. The District also includes Mountain City and the Bobtail Mine along the south side of Gregory Street. Historic residential homes and commercial structures were built close to each other and characterize the Gregory Street HARD District, with an architectural style that is common to the 19th Century mining era. The District offers a great opportunity for development because of its historical character and proximity to the gaming district. The City has completed the relocation and reconstruction of Gregory Street just south of its original location. A City-owned parking structure (the St. Charles Carriage House) has been constructed to serve a proposed pedestrian-friendly, festival-style plaza that will be north of the new Gregory Street. Planned trailhead parking near High and Gregory Streets will connect to the City's Bates Hill Recreation Park and Maryland Mountain Recreation Park.

### Gregory Street HARD District Applicable Goals

The Gregory Street, HARD District area plan includes the following Goals:

**Goal 1 - Transition from a local gaming area to a regional resort destination**

**Goal 2- Promote heritage tourism**

**Goal 3- Encourage diversified commercial development that complements gaming**

**Goal 6- Strengthen outdoor recreational opportunities**

**Goal 7- Expand public transportation**



*Gregory Street has been identified for development as a special district accommodating pedestrian-friendly entertainment.*



## Gregory Street HARD District Desired Uses

- Craft breweries, distilleries, and tasting rooms
- Restaurants
- Boutique lodging
- Entertainment and artistic venues
- Local specialty retailers and craftsmen
- Outdoor activities
- Historic tourism and attractions
- Festivals and specialty fairs



PEH Architects rendering, Gregory Street Plan.

## Gregory Street HARD District Development Expectations

Plans to reinvigorate the Gregory Street HARD District include developing a special and unique place to accommodate pedestrian-friendly entertainment venue within blocks of the existing casinos and gaming district. Proposed improvements include a festival-style pedestrian plaza allowing an open container environment and development of new buildings to complement the reconstruction, renovation, and preservation of existing historic buildings. Development opportunities include amenities such as craft breweries, distilleries, tasting rooms, restaurants, entertainment venues, conference and event centers, specialty retailers, and outdoor entertainment areas. The Gregory Street HARD District provides non-gaming uses that accommodate and support heritage tourism while conforming to the History Appreciation Recreation Destination (HARD) Zoning District and Commercial Design Guidelines.



Historic Crook's Palace.



Gregory Street area gives priority to pedestrian and festival spaces.



## Miner's Mesa District

The Miner's Mesa District sits on a hill 500 feet above the GOLD District and Main Street in the southernmost part of Black Hawk. A paved two-lane road connects Black Hawk's gaming district to the Miner's Mesa District. The forested area supports shuttles and parking, construction storage, and public facilities. This non-residential area offers the most land area for growth opportunity in Black Hawk. It offers adequate space for uses such as additional public facilities, event venues, light industrial, warehousing and storage, entertainment facilities, and recreational opportunities.

### Miner's Mesa District Applicable Goals

Miner's Mesa area plan includes the following Goals:

- Goal 1 - Transition from a local gaming area to a regional resort destination**
- Goal 2 - Encourage diversified commercial development that complements gaming**
- Goal 6 - Strengthen outdoor recreational opportunities**
- Goal 7 - Expand public transportation**

### Miner's Mesa District Desired Uses

- 🚗 **Public facilities**
- 🚗 **Event venues**
- 🚗 **Warehouses**
- 🚗 **Storage units**
- 🚗 **Light industrial including distilleries/breweries**
- 🚗 **RV park/campgrounds**
- 🚗 **Short-term lodging**
- 🚗 **Adventure park and outdoor recreation**
- 🚗 **Outdoor entertainment facility area; arena with grandstands for a rodeo, dog shows, horse shows, trade shows, exhibitions**



*The Public Works building and other maintenance facilities call Miner's Mesa home.*

## Miner's Mesa District Development Expectations

The Miner's Mesa District will provide support services to complement the main gaming and tourist industries of Black Hawk. The area's non-historic character and location outside of the historic downtown area make it ideal for the development of public facilities, new lodging opportunities, light manufacturing and storage uses, and other recreational or alternative facilities. Additional transportation services will be needed as the City grows, and the Miner's Mesa District is identified as the best location for those amenities. The City encourages the development of a transit center, which includes basic amenities for bus and shuttle service. A future gondola service to transport visitors between Miner's Mesa and a conveniently located point in Black Hawk would provide an additional transportation option for this District. Heavy manufacturing and permanent housing are discouraged in this area.



*Large areas of undeveloped land are ideal for public facilities, storage or other recreational or alternative facilities.*



*Miner's Mesa District is primarily used for public facilities, construction storage, and support for the gaming district.*



*Miner's Mesa District is on a hilltop surrounded by natural mountain views. It is accessed by Miner's Mesa Road.*



## Silver Gulch Commercial District

This undeveloped area includes land outside of the gaming district in the vicinity of historic Silver Gulch Road and Avenue of the All Stars, east of Richman Street. It is located to the north of the GOLD District and situated between Natural Open Land areas to the east and west. This commercial district is the best opportunity for new supportive commercial uses such as specialty retail uses, lodging, restaurants, and other non-residential uses. These uses complement gaming and provide needed services to the local community.

### Silver Gulch Commercial District Applicable Goals

The Silver Gulch Commercial area plan includes the following Goals:

**Goal 1 - Transition from a local gaming area to a regional resort destination**

**Goal 3- Encourage diversified commercial development that complements gaming**

**Goal 5- Expand hotel uses**

### Silver Gulch Commercial District Desired Uses

- **Variety of lodging accommodations**
- **Retail and services**
- **Restaurants**
- **Gas stations**
- **Convenience stores**

### Silver Gulch Commercial District Development Expectations

This area contains few existing structures. New development will primarily support the gaming industry, but may also provide services to the local community. New development will reflect the standards of the Commercial Business Services, Hillside Development Mixed Use, and Planned Unit Development Zoning Districts. Any new development should provide appropriate pedestrian connections as permitted by existing and proposed grade. Manufacturing and housing uses are discouraged.







*Silver Gulch Commercial District offers great opportunities for development.*

The Silver Gulch Commercial District is the best opportunity for new supportive uses such as specialty retail uses, lodging, restaurants, and other commercial uses.



*Avenue of the All Stars Road.*



*View from the Silver Gulch Commercial District over GOLD District.*

## Historic Residential District

The Historic Residential District includes the historic residential neighborhoods along Chase, Clear Creek, DuBois, Horn, Marchant, Hillside, Church, and High Streets. These neighborhoods include most of the oldest intact structures in Black Hawk. The City maintains a continued interest in these neighborhoods as a way to promote a cohesive and unified residential community. The existing residential structures, combined with other historic structures, provide an authentic, scenic backdrop that largely defines the character of Black Hawk, setting the stage for the City's efforts to promote heritage tourism.

### Historic Residential District Applicable Goals

The Historic Residential area plan includes the following Goals:

**Goal 2- Promote heritage tourism**

**Goal 4- Limit residential development to infill lots in historic residential neighborhoods**

### Historic Residential District Desired Uses

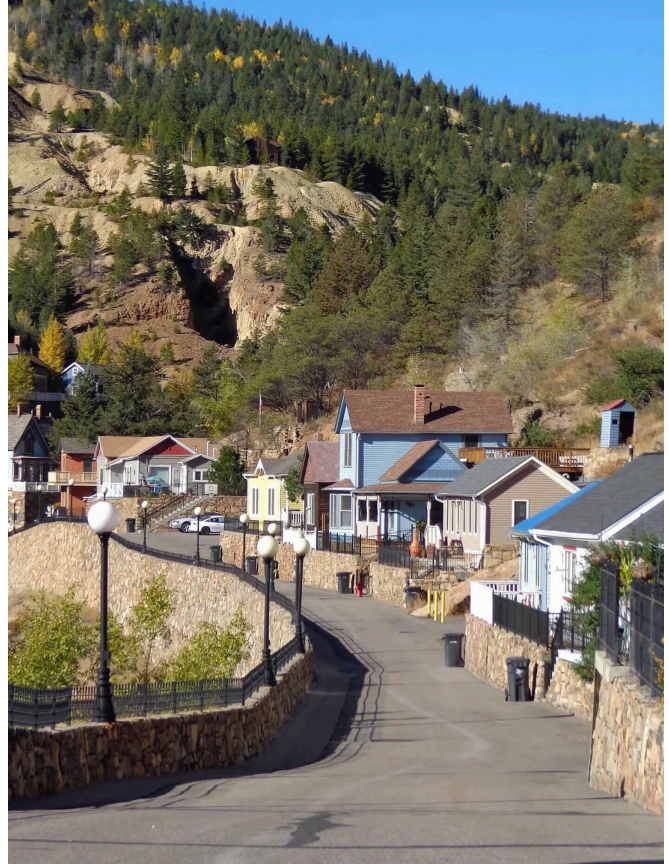
- **Detached single-family residential**
- **Residential accessory uses and structures consistent with the historical use of these areas**
- **Neighborhood playground, park, or common area**
- **Bed and breakfasts may be appropriate as a special review use**

### Historic Residential District Development Expectations

As articulated in the City goals, opportunities for new residential development are limited to infill lots within existing historic neighborhoods. Since the early days of mining, residential districts emerged with several different architectural styles, including Gothic, Italianate, and Vernacular – with variations of the Vernacular style being the most prevalent. New residential structures and the rehabilitation of existing structures shall reflect these architectural styles and conform to the Residential Design Guidelines. Parking in the historic neighborhoods is constrained and restricted to residential use only.







The Historic Residential District includes neighborhoods along Chase, Clear Creek, DuBois, Horn, Marchant, Hillside, Church, and High Streets.





## Maryland Mountain Recreation Park

Maryland Mountain Recreation Park provides a unique opportunity to elevate and showcase Black Hawk as a regional resort destination. This Park is in its construction phase and expected to be fully completed with significant near-term improvements by 2021. This majestic open space is and will be maintained as a mountain park while promoting multiple-day visits by providing additional outdoor active lifestyle activities.

Located northwest of downtown and south and west of Highway 119, the Maryland Mountain Recreation Park includes Maryland Mountain, Chase Gulch, Quartz Valley, and the historic location of the narrow-gauge Gilpin Tramway. Historical sites include the Bonanza Mill, the Belden Mill, the Robert Emmet Mine, and the Queen of the West Mine. The Maryland Mountain Recreation Park is expected to contribute to heritage tourism by providing many different types of trails and systems with interpretive panels displaying photographs, maps, and historical information about the area.

The Maryland Mountain Recreation Park is and will be an outdoor, day-use recreation area for hiking, mountain biking, picnicking, and wildlife observation. The Park attracts an untapped audience by providing additional non-gaming outdoor recreational activities for guests and residents. The City has acquired lands surrounding Maryland Mountain to preserve its natural character. A Maryland Mountain Recreation Park Master Plan was developed in 2014 and updated in 2019.

### Maryland Mountain Recreation Park Applicable Goals

Maryland Mountain Park area plan includes the following Goals:

- Goal 1 - Transition from a local gaming area to a regional resort destination**
- Goal 2 - Promote heritage tourism**
- Goal 6 - Strengthen outdoor recreational opportunities**
- Goal 7 - Expand public transportation**

### Maryland Mountain Recreation Park Desired Uses

- Hiking**
- Mountain biking**
- Day uses including picnicking and wildlife observation**
- Interpretive heritage tourism**
- Limited special events**



## Maryland Mountain Recreation Park Development Expectations

This area, maintained as an active mountain park, provides outdoor recreation and access to the natural beauty of the area and historical sites. The historic Mainline of the Gilpin Tramway trail provides a wide, graded surface for multiple recreational uses. The Master Plan also identifies single track mountain biking and lastly hiking-only trails. Trails access historic mines, mills, and the summit of Maryland Mountain. These interpretive historical amenities emphasize the mining history of the area, relationship, and importance of the tramway railroad.

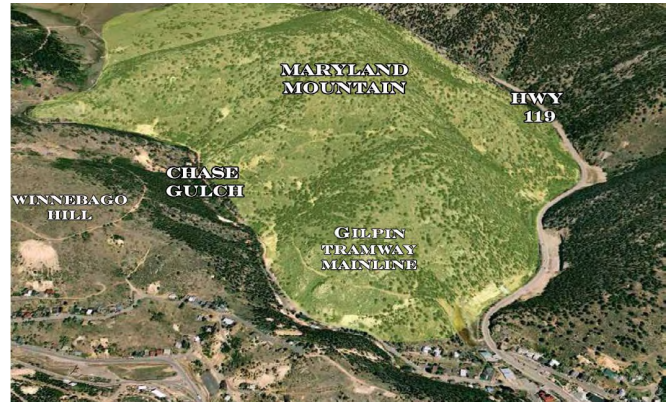
Residents can access the Park via Chase Street. Future planned public access points include two trailheads for Black Hawk visitors, The Hidden Treasure and the Bates Hill Park Trailheads. The Hidden Treasure trailhead located north of downtown on Highway 119 provides ample public parking and includes a new bike and pedestrian bridge over Highway 119 to provide safe travel from the trailhead to the Mainline Trail of the historic Gilpin Tramway. The future Bates Hill Park Trailhead, to be located near the intersection of Gregory Street and High Street, will include parking and a future bike and pedestrian trail connection from Bates Hill Park to the Maryland Mountain Recreation Park.



*Gilpin Tramway Trail on Maryland Mountain.*



*Maryland Mountain looking northwest over the City.*



*Maryland Mountain Recreation Park overview.*



## Bates Hill Recreation Park

Bates Hill Recreation Park is located in the residential area between Chase Street to the north and Gregory and High Streets to the south. This future mountain park will promote additional outdoor recreation by providing access to the Maryland Mountain Park trail system. Bates Hill Recreation Park is accessed directly from Gregory Street, where a future trail connection will serve as an alternate access point to Maryland Mountain Recreation Park.

### Bates Hill Recreation Park Applicable Goals

Bates Hill Recreation Park area plan includes the following Goals:

**Goal 1 - Transition from a local gaming area to a regional resort destination**

**Goal 2 - Promote heritage tourism**

**Goal 6 - Strengthen outdoor recreational opportunities**

**Goal 7 - Expand public transportation**

### Bates Hill Recreation Park Desired Uses

-  **Hiking**
-  **Mountain biking**
-  **Day uses including picnicking and wildlife observation**

### Bates Hill Recreation Park Development Expectations

Bates Hill Recreation Park will maintain its natural character while providing a trail connection to the Mainline Trail of the historic Gilpin Tramway within Maryland Mountain Recreation Park.



*Natural open lands with great opportunity for trails, recreation, and access to the Maryland Mountain Park trail system.*







*The Bates Hill Recreation parking lot is located adjacent to Gregory and High Streets and will provide access to an extensive trail system and open space.*

This future mountain park will promote additional outdoor recreation by providing access to the Maryland Mountain Recreation Park trail system.



*The Bates Hill Recreation Park parking lot access.*



*This Park offers great opportunity for outdoor recreational activities.*



## **Bobtail Hill/Gregory Hill Recreation Park**

Bobtail Hill/Gregory Hill Recreation Park boasts a wealth of mining history with heritage tourism and outdoor recreation opportunities, further promoting Black Hawk's historic and resort destination vision. Access to the Bobtail Hill/Gregory Hill Recreation Park is adjacent to Gregory Street directly from Cooper Street, just west of Mountain City. The area is slated for future development and will include opportunities for hiking and mountain biking. The addition of historical interactive amenities will provide guests an opportunity for an up-close heritage tourism experience.

### **Bobtail Hill/Gregory Hill Recreation Park Applicable Goals**

The Bobtail Hill/Gregory Hill Recreation Park area plan includes the following Goals:

- Goal 1 - Transition from a local gaming area to a regional resort destination**
- Goal 2- Promote heritage tourism**
- Goal 6- Strengthen outdoor recreational opportunities**
- Goal 7- Expand public transportation**

### **Bobtail Hill/Gregory Hill Recreation Park Desired Uses**

-  **Hiking**
-  **Mountain biking**
-  **Day uses including picnicking and wildlife observation**
-  **Interpretive heritage tourism**

### **Bobtail Hill/Gregory Hill Recreation Park Development Expectations**

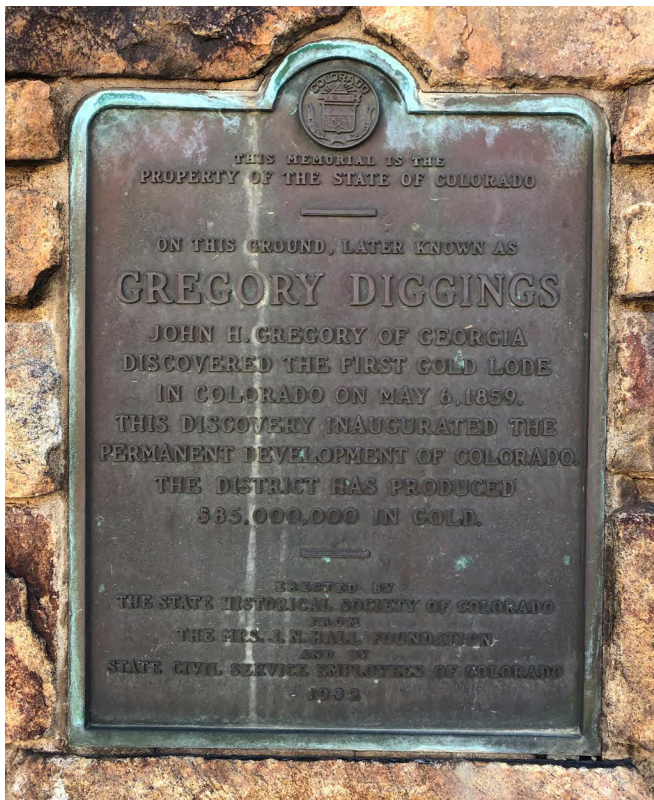
Development in Bobtail Hill/Gregory Hill Recreation Park will offer additional outdoor recreation opportunities showcasing Black Hawk's mining history. The development of restored mining structures, improved trails, and other interactive historic amenities is encouraged. Access to the Park is attained directly from Cooper Street, just west of Mountain City.



Development in Bobtail Hill/Gregory Hill Recreational Park will offer additional outdoor recreation opportunities showcasing Black Hawk's mining history.



The area offers opportunity for heritage tourism experiences.



Entrance plaque at the entrance of Gregory Diggings.



The entrance to the Park is directly from Gregory Street.



## Natural Open Lands

The rugged and forested mountains surrounding Black Hawk provide a scenic backdrop for visitors seeking a resort destination experience. Black Hawk maintains the Natural Open Lands as open spaces providing the opportunity to view beautiful mountain scenery and wildlife. Unlike Maryland Mountain Recreation Park, Bates Hill Recreation Park, and Bobtail Hill/Gregory Hill Recreation Park, these Natural Open Lands remain undeveloped with no trails or other amenities, and active recreational use is discouraged. Natural Open Lands consist of two main areas, including Dory Hill located to the north of downtown, and Silver Gulch located in the northeastern portion of the City.

Dory Hill Road bisects the Dory Hill area. It includes steep terrain and provides a backdrop to the historic residential homes located on Marchant and Horn Streets. This area provides a migration corridor for elk travelling to and from the national forest to the west.

The Silver Gulch area is located east of Dory Hill and includes steep slopes, also providing a migration corridor for elk travelling to and from the Golden Gate Canyon State Park to the east.

### Natural Open Lands Applicable Goals

The Natural Open Lands area plan includes the following Goals:

**Goal 2- Promote heritage tourism**

**Goal 4- Limit residential development to infill lots in historic residential neighborhoods**

**Goal 6- Strengthen outdoor recreational opportunities**

### Natural Open Lands Desired Uses

 **Natural open space buffer**

### Natural Open Lands Development Expectations

These areas will continue to be maintained as Natural Open Lands. All development is discouraged, and physical access to the natural open lands is limited, however visually these lands provide a great buffer and very scenic views.





*This area provides a migration corridor for elk travelling to and from the National Forest.*







BLACKHAWK  
CITY HALL  
ANDRETT

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## Chapter 4 – Appendices

This Chapter 4 contains reference maps depicting the state of the City of Black Hawk at the time this Comprehensive Plan was written. These maps show the state of geographical orientation and the City's surroundings, as well as the gaming and historic districts, zoning, waterways, and topography within the boundaries of the City.

- Regional map
- Aerial map
- Zoning map (current)
- Downtown zoning map (current)
- Waterways, floodplain, and topographic map
- Open space map



*Above left: Mining was essential to the historic growth of Black Hawk and the State of Colorado. This character continues to draw tourists to the City of Black Hawk bringing great opportunity to both preserve and promote a cherished shared heritage.*

*Above right: New Hidden Trail pedestrian bridge provides access to Maryland Mountain Recreation Park.*

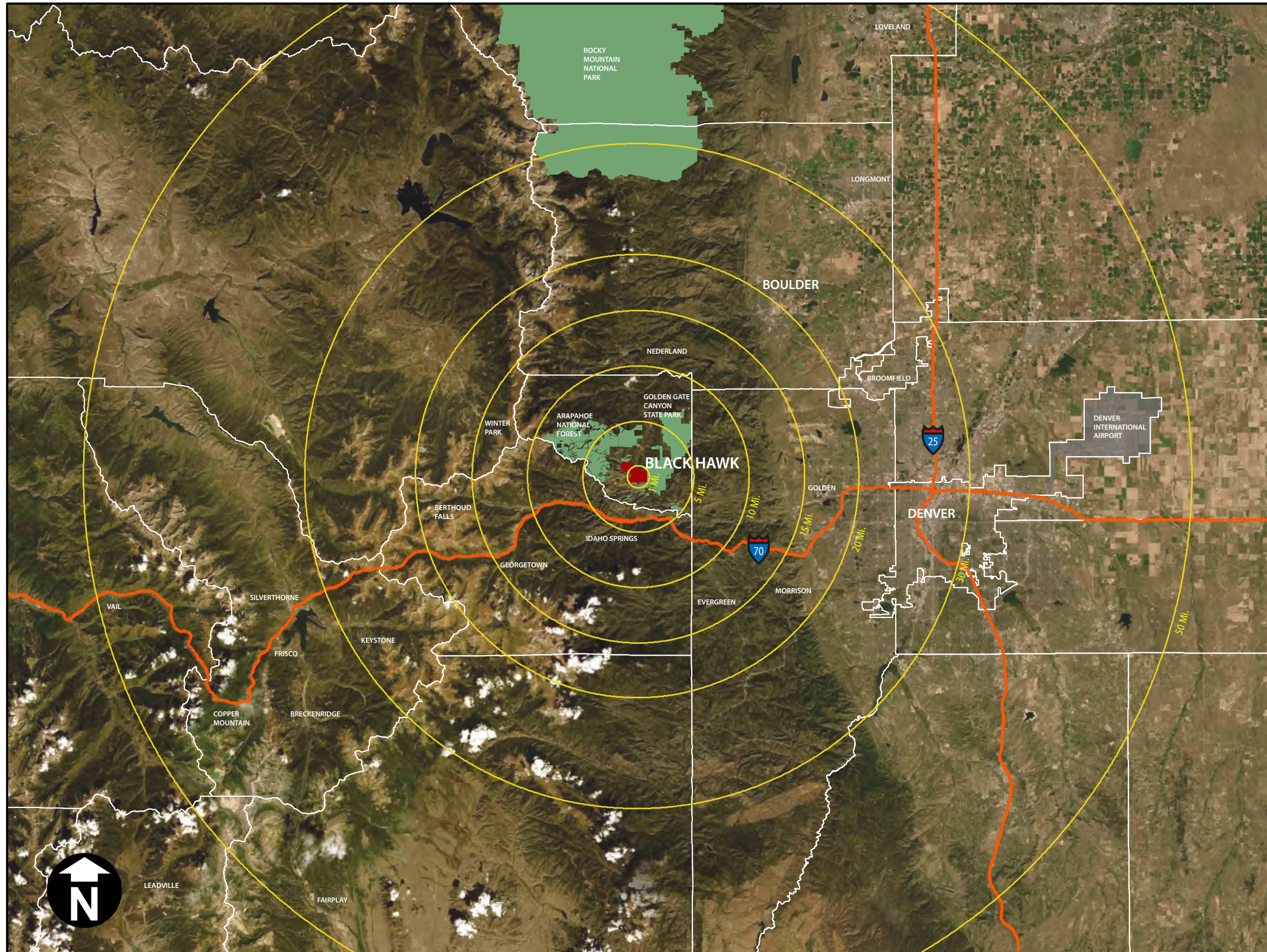
*Opposite: Black Hawk City Hall on Selak Street.*



# CITY OF BLACK HAWK REGIONAL MAP

## LEGEND

-  City of Black Hawk
-  Major Parks
-  Interstate Highway
-  Radius Mile Markers



0 18 36 72 Miles




DATE: 2019

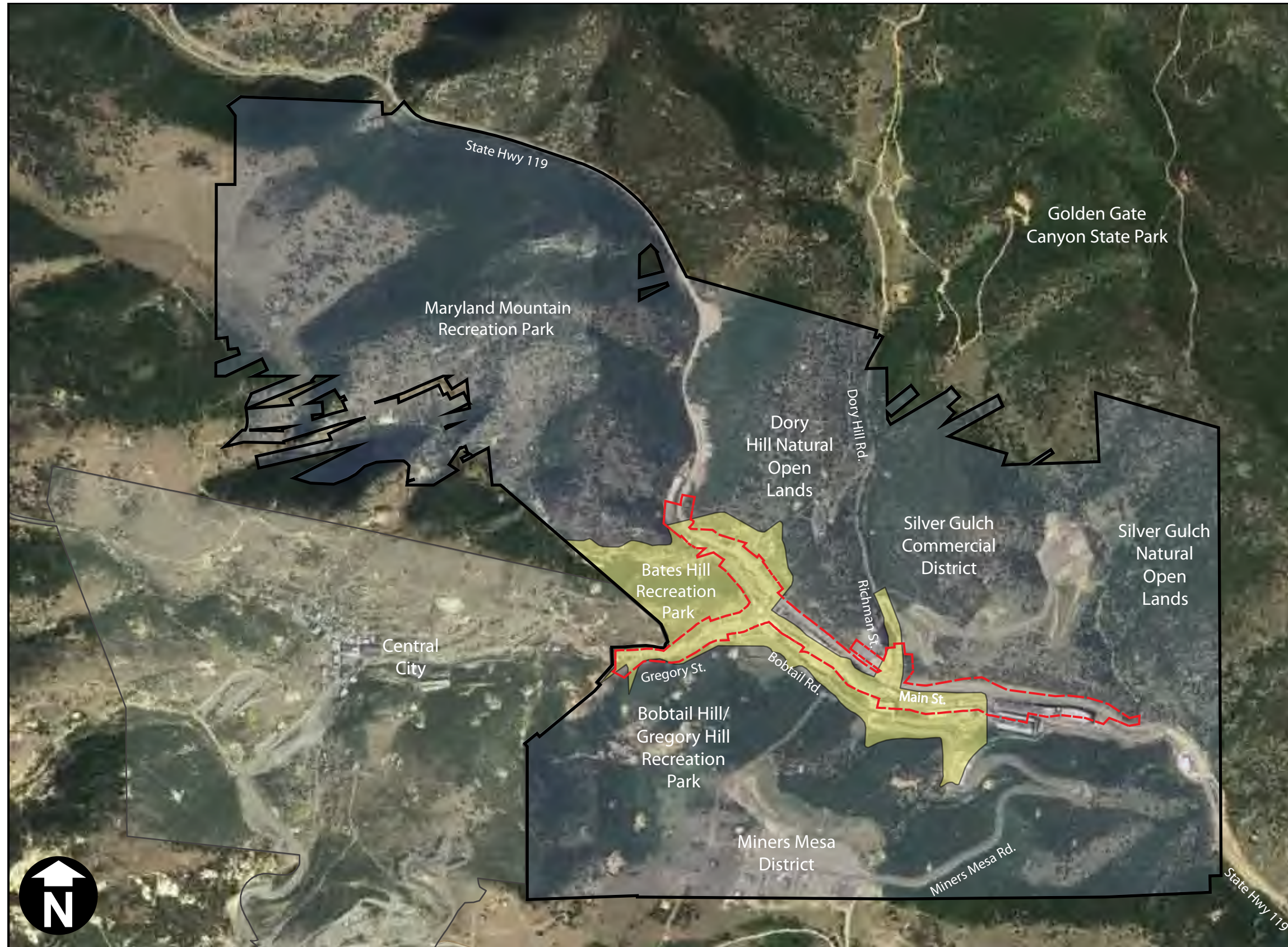




## CITY OF BLACK HAWK AERIAL MAP

### LEGEND

-  Black Hawk Municipal Boundary
-  National Historic Landmark District
-  Black Hawk Gaming District Boundary



SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019

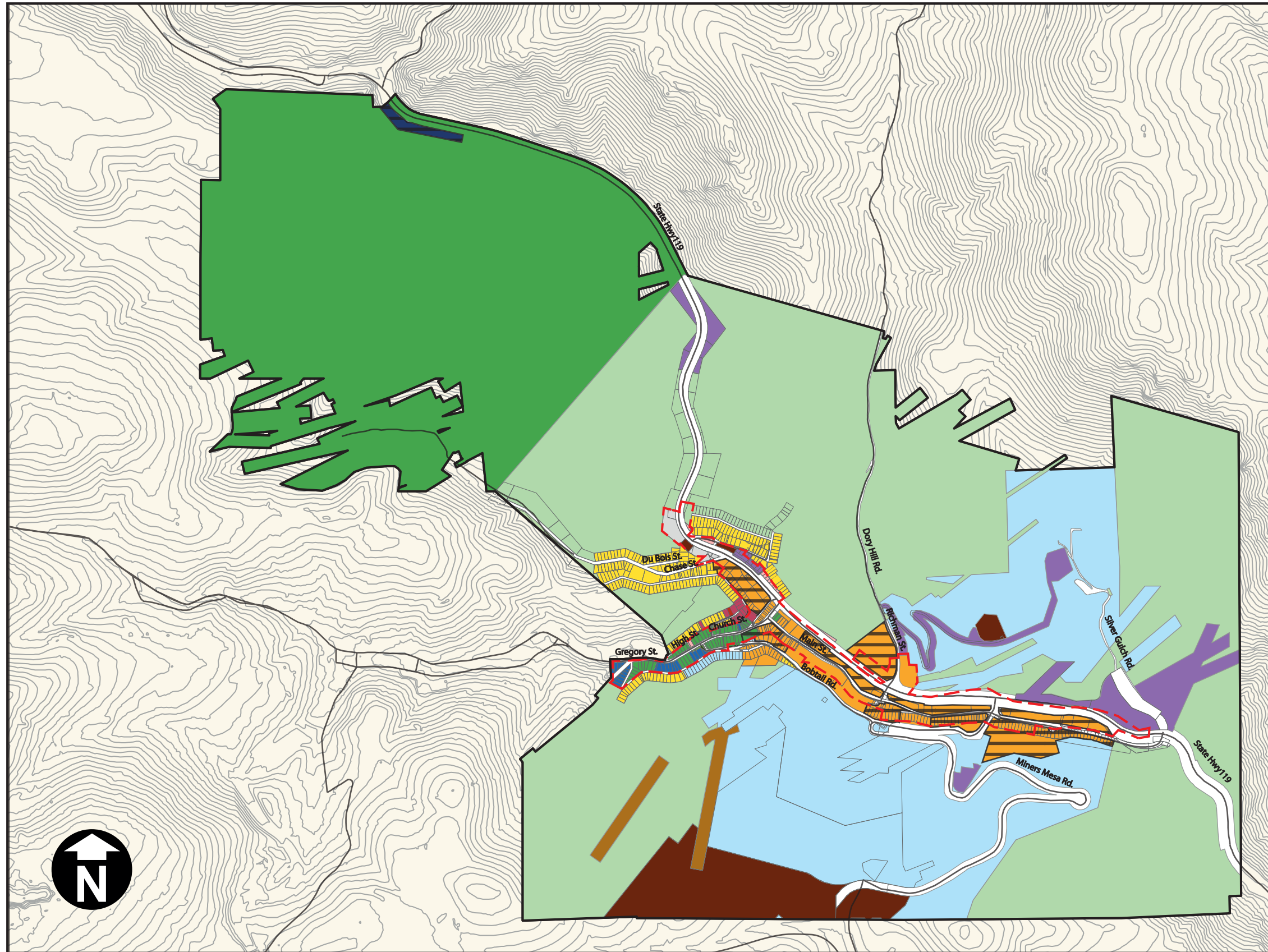




# CITY OF BLACK HAWK CURRENT ZONING

## LEGEND

-  Black Hawk Municipal Boundary
-  Gaming District Boundary
-  Roads
-  Historic Residential
-  Environmental Character Preservation
-  Commercial / Business Services
-  Core Gaming
-  Millsite Gaming
-  Transitional Gaming
-  Hillside Development- Mixed Use
-  Low Intensity- Mixed Use
-  Limited Industrial
-  Gaming Outstanding Lodging and Dining (GOLD)®
-  History Appreciation Recreation Destination (HARD)®
-  Historic Appreciation and Preservation (HAP)
-  Public Facilities
-  Planned Unit Development



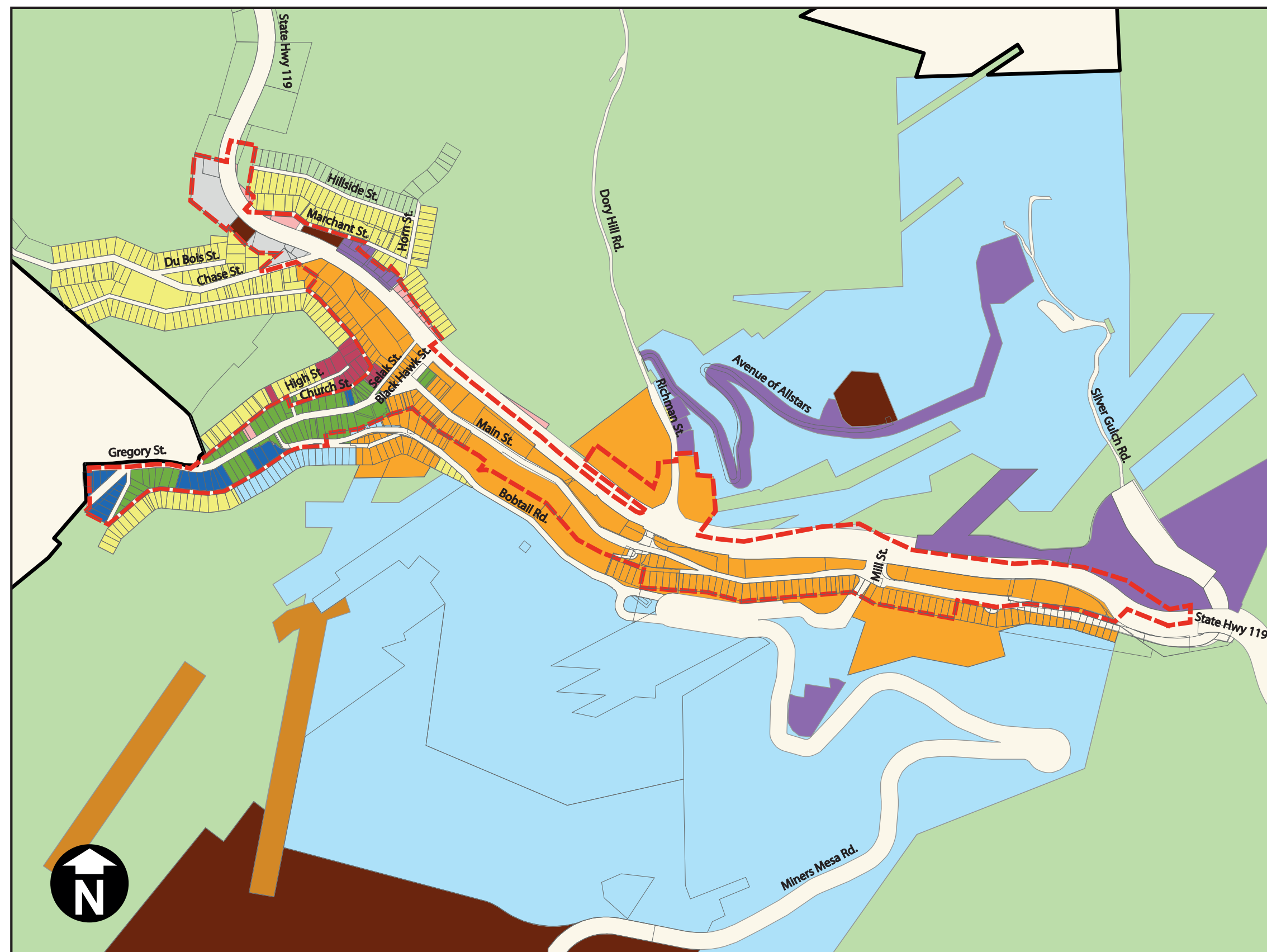
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SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019

NOTE: THIS IS NOT AN OFFICIAL ZONING MAP. PLEASE CONTACT THE CITY OF BLACK HAWK COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT FOR MORE INFORMATION ON OFFICIAL ZONING



# CITY OF BLACK HAWK CURRENT DOWNTOWN ZONING



- Black Hawk Municipal Boundary
- Gaming District Boundary
- Historic Residential
- Environmental Character Preservation
- Commercial / Business Services
- Core Gaming
- Millsite Gaming
- Transitional Gaming
- Hillside Development- Mixed Use
- Low Intensity- Mixed Use
- Limited Industrial
- Gaming Outstanding Lodging and Dining (GOLD)®
- History Appreciation Recreation Destination (HARD)®
- Historic Appreciation and Preservation (HAP)
- Public Facilities






SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019

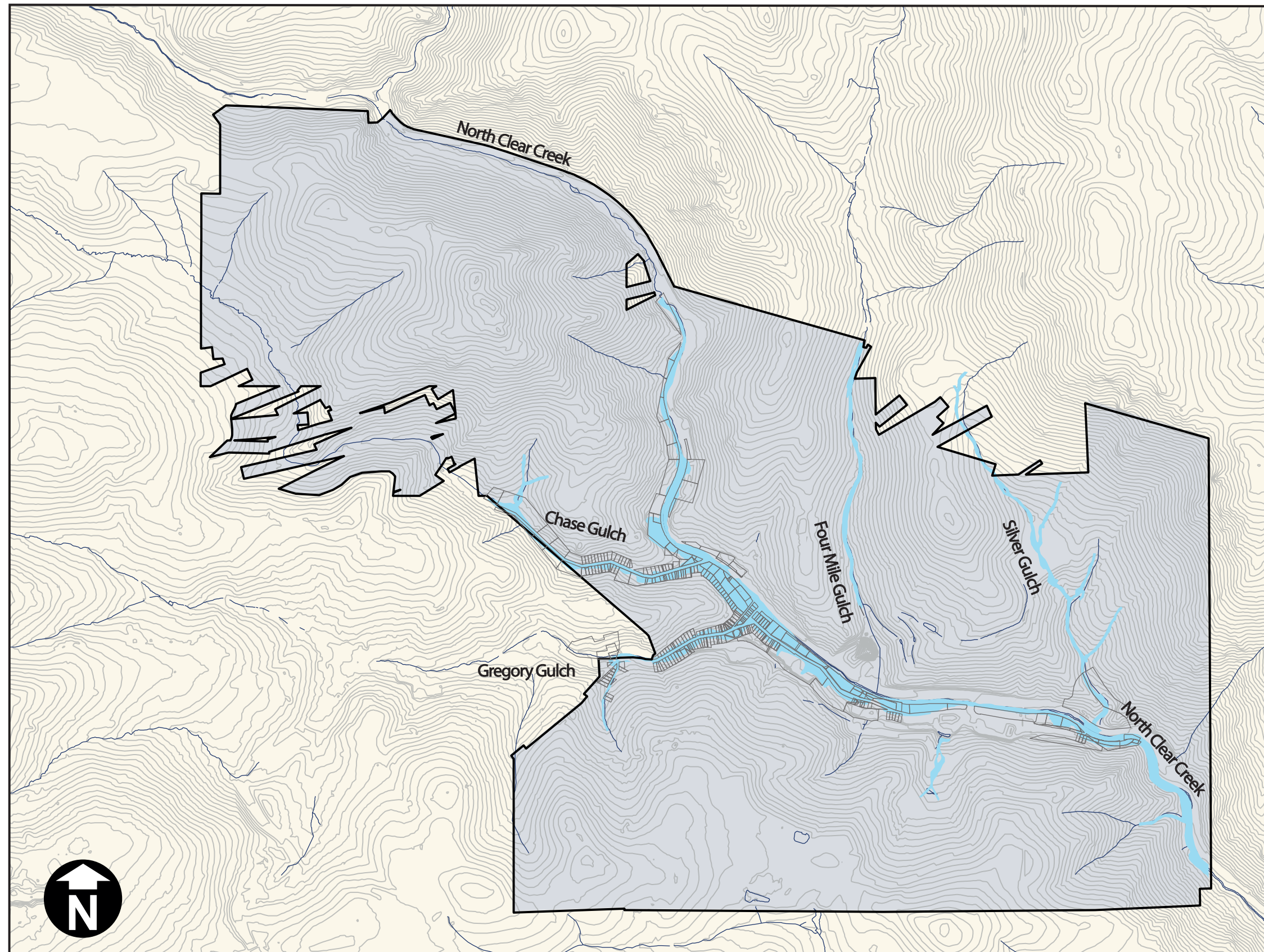




# CITY OF BLACK HAWK WATERWAYS, FLOODPLAIN, AND TOPOGRAPHY MAP

## LEGEND

-  City of Black Hawk
-  Parcels within the Floodplain
-  Floodplain
-  Rivers and Gulches
-  5 Foot Contours



0 0.5 1 2 Miles









SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019

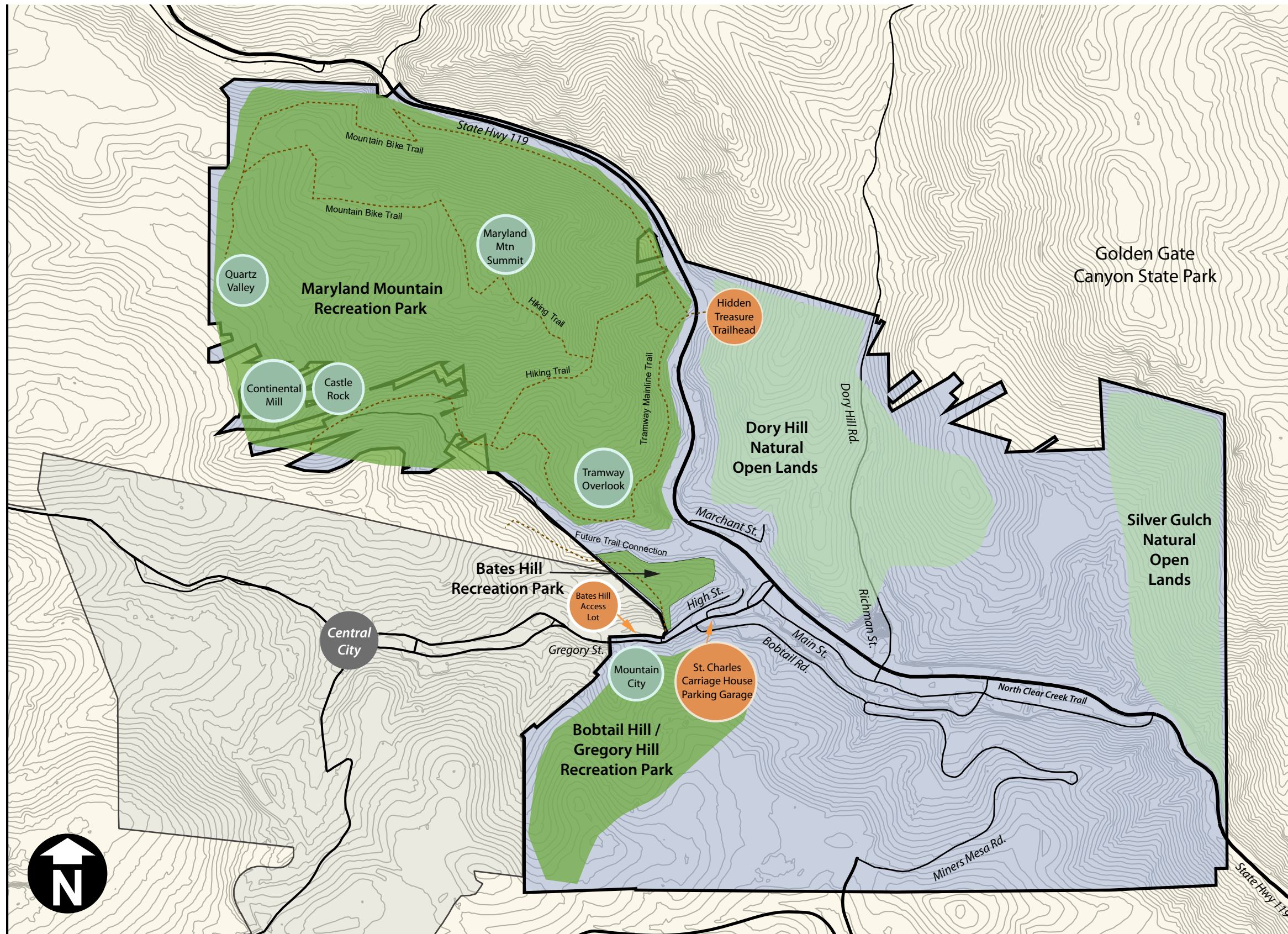




# OPEN SPACE PLAN

## LEGEND

-  Mountain Park
-  Open Lands
-  Black Hawk Municipal Boundary
-  5 Foot Contours
-  Roads
-  Trails
-  Point of Interest
-  Public Trailhead Parking



SOURCE: CITY OF BLACK HAWK GIS  
GILPIN COUNTY GIS; 2019





# 2020 Comprehensive Plan

...  [www.CITYOFBLACKHAWK.org](http://www.CITYOFBLACKHAWK.org)  ...

**RESOLUTION 9-2020**  
**A RESOLUTION**  
**ADOPTING THE**  
**COMPREHENSIVE PLAN**  
**OF THE CITY OF BLACK**  
**HAWK, DATED**  
**FEBRUARY 2020 AS THE**  
**CITY'S THREE-MILE**  
**ANNEXATION PLAN**



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

**Resolution No. 9-2020**

**TITLE:       A RESOLUTION ADOPTING THE COMPREHENSIVE PLAN OF THE  
CITY OF BLACK HAWK, DATED FEBRUARY 2020 AS THE CITY'S  
THREE-MILE ANNEXATION PLAN**

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

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

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

Section 1.     For purposes of C.R.S. § 31-12-105(1)(e)(I), the City hereby adopts the Comprehensive Plan of the City of Black Hawk dated February 2020 as the City's three-mile plan.

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

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

ATTEST:

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

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

---

**SUBJECT:** City of Black Hawk - Three Mile Plan

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

**MOTION TO APPROVE** Resolution No. 9-2020, a Resolution adopting the Comprehensive Plan of the City of Black Hawk, dated February 2020 as the City's Three-Mile Annexation Plan.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

C.R.S. § 31-12-105(1)(e)(I) requires that the City of Black Hawk shall have in place a Three-Mile Plan for purposes of considering an annexation proposal. This resolution adopts the newly adopted 2020 Comprehensive Plan as the City's Three-Mile Plan.

**AGENDA DATE:** February 12, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

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

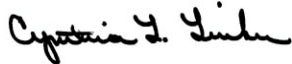
**DOCUMENTS ATTACHED:** Resolution No. 9-2020

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

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

**SUBMITTED BY:**

**REVIEWED BY:**



\_\_\_\_\_  
Cynthia L. Linker, CP&D Director



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





\_\_\_\_\_  
Vincent Harris, AICP, Baseline Corporation



**RESOLUTION 10-2020**  
**A RESOLUTION**  
**ACCEPTING THE**  
**PETITIONS FOR**  
**ANNEXATION AND**  
**ESTABLISHING MARCH**  
**25, 2020 AS THE DATE OF**  
**PUBLIC HEARING ON THE**  
**REQUESTED**  
**ANNEXATION OF**  
**PARCELS OF**  
**UNINCORPORATED**  
**TERRITORY LOCATED IN**  
**THE COUNTY OF GILPIN**  
**(LAKE GULCH WHISKEY**  
**RESORT ANNEXATIONS)**

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

**Resolution No. 10-2020**

**TITLE:       A RESOLUTION ACCEPTING THE PETITIONS FOR ANNEXATION AND ESTABLISHING MARCH 25, 2020 AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATIONS)**

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, have filed seven (7) petitions for annexation of a certain unincorporated property to the City (collectively referred to as the "Petitions"), which territory is more particularly described in Exhibit A, attached to each Petition;

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

WHEREAS the City Council, at its regular meeting on February 12, 2020, reviewed the Petitions and various documents submitted in support of the Petitions;

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

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

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

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

Section 2.       That a public hearing to consider the Petitions is scheduled for March 25, 2020, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal



Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

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

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

ATTEST:

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

## **CITY OF BLACK HAWK**

### **REQUEST FOR COUNCIL ACTION**

**SUBJECT:** To consider a Resolution accepting the petitions for annexation and establishing March 25, 2020, as the date of the public hearing on the requested annexation of parcels of unincorporated territory located in the County of Gilpin (Lake Gulch Whiskey Resort annexations). (Case No: P-20-01a)

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

**MOTION TO APPROVE** Resolution 10-2020, a Resolution accepting the petitions for annexation and establishing March 25, 2020, as the date of the public hearing on the requested annexation of parcels of unincorporated territory located in the County of Gilpin (Lake Gulch Whiskey Resort annexations).

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk has received seven petitions for the annexation of property in unincorporated Gilpin County. The petitions are from RSM Partners LLC, landowner, and cover approximately 221.9 acres of land south of Miners Mesa and north/east of Lake Gulch Road. The petitions appear to be in substantial compliance with the requirements of state statutes and the public hearing concerning the annexation can be set. The proposed public hearing date is March 25, 2020.

**AGENDA DATE:** February 12, 2020

**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 10-2020  
Overall Annexation Exhibit  
Seven Annexation Petitions

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A





**SUBMITTED BY:**

*Cynthia L. Linker*

---

Cynthia L. Linker, CP&D Director

**REVIEWED BY:**

*Stephen N. Cole*

---

Stephen N. Cole, City Manager

*Vincent Harris*

---

Vincent Harris, AICP, Baseline Corporation

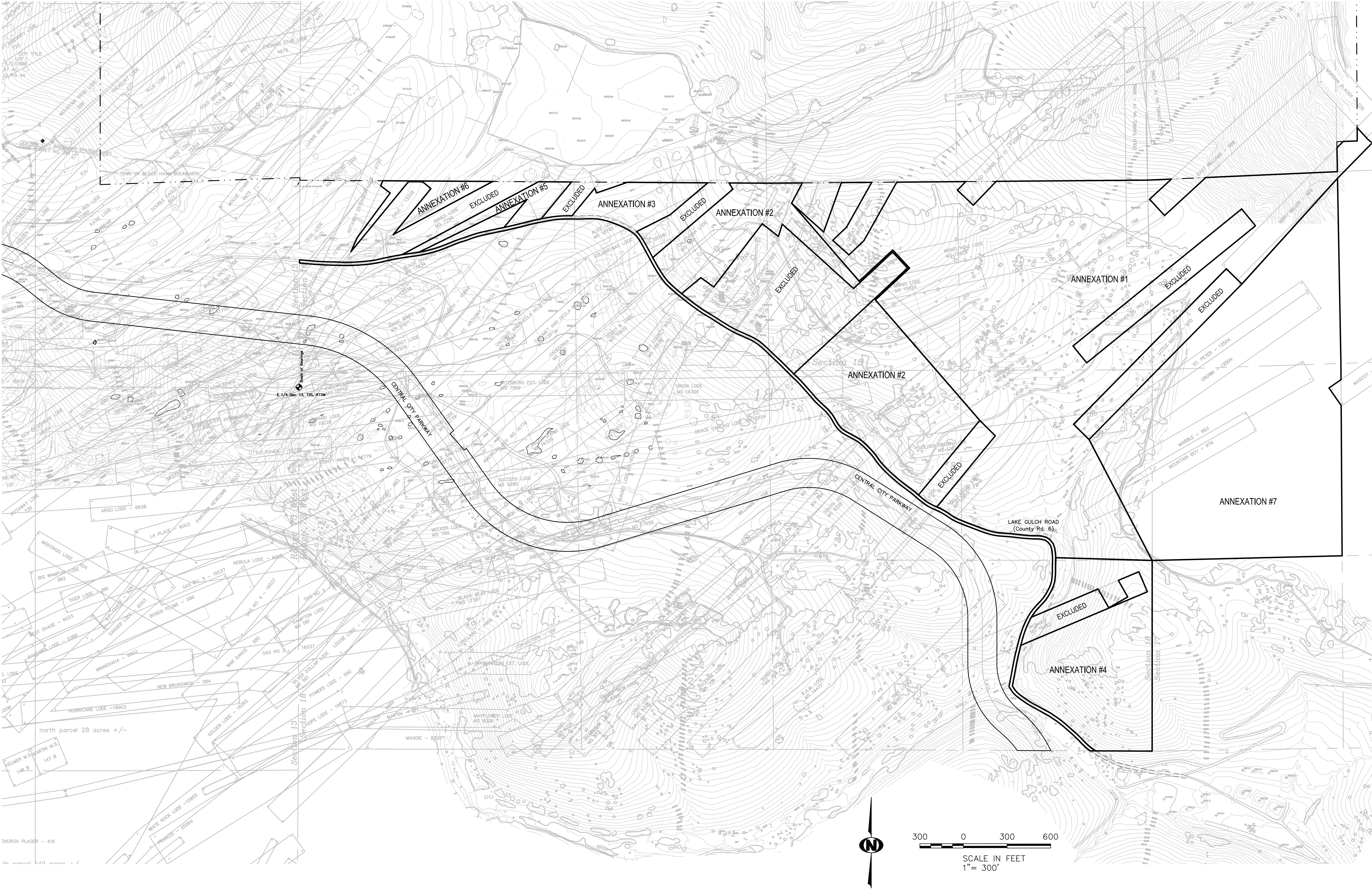




# LAKE GULCH WHISKEY RESORT

## 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



**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

SHEET NO.

1 of 1

**ANNEXATION EXHIBIT -  
OVERALL**

68 of 242



## PETITION FOR ANNEXATION

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

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

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

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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited Liability Company

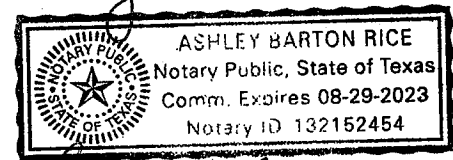
By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.  
My commission expires: 8/29/2023



Ashley Rice  
Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

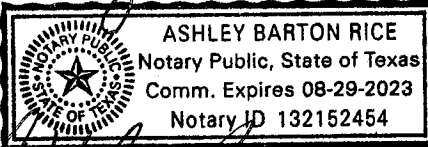
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public

ASHLEY BARTON RICE  
Notary Public, State of Texas  
Comm. Expires 08-29-2023  
Notary ID 132152454

# 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.

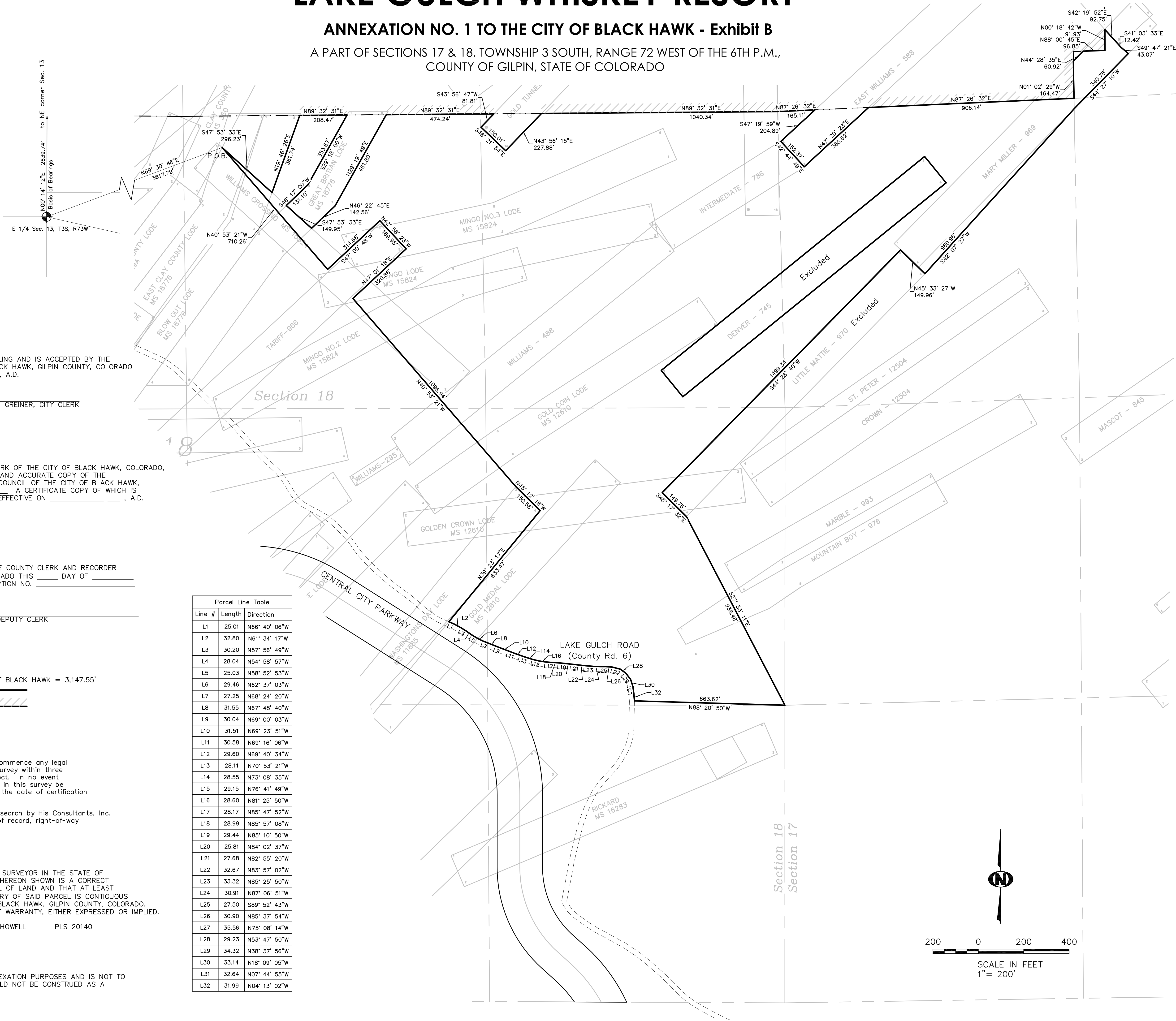
ISSUED/REVISION SCHEDULE			
NO.	DESCRIPTION	AUTHOR/CHECKED	DATE
1	ANNEX SUBMITTAL		1.03.2020



# 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	

## PETITION FOR ANNEXATION

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

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

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



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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited  
Liability Company

By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

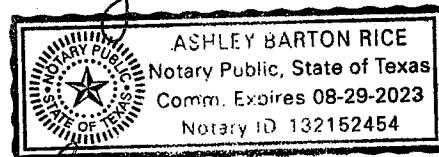
Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023



Ashley Rice  
Notary Public

**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

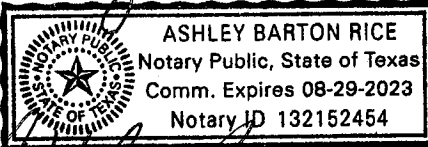
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public

ASHLEY BARTON RICE  
Notary Public, State of Texas  
Comm. Expires 08-29-2023  
Notary ID 132152454



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





## PETITION FOR ANNEXATION

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

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

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

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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited  
Liability Company

By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

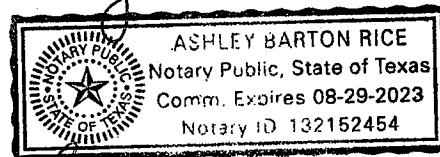
Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023



Ashley Rice  
Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

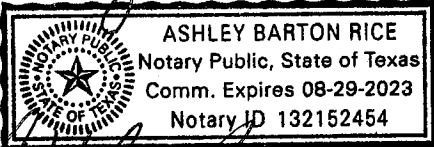
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public



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 25.67 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 29.52 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 69° 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° 53' 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)

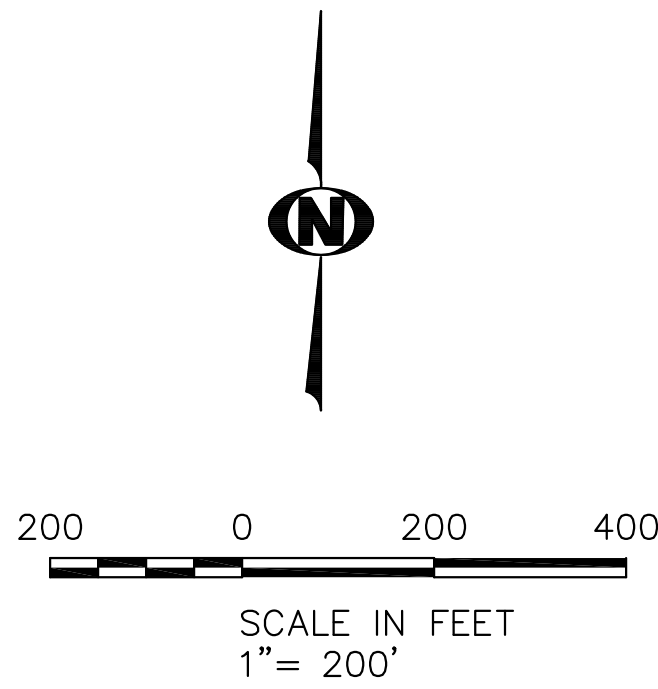
253. S 51° 45' 51" E a distance of 57.67 feet;
254. S 48° 44' 08" E a distance of 91.48 feet;
255. S 45° 53' 24" E a distance of 48.20 feet;
256. S 43° 37' 26" E a distance of 41.87 feet;
257. S 45° 38' 04" E a distance of 24.91 feet;
258. S 49° 36' 04" E a distance of 29.00 feet;
259. S 53° 53' 44" 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 29.46 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 30.70 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" E 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' 58" 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 87° 06' 51" 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' 19" 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 2



# 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.

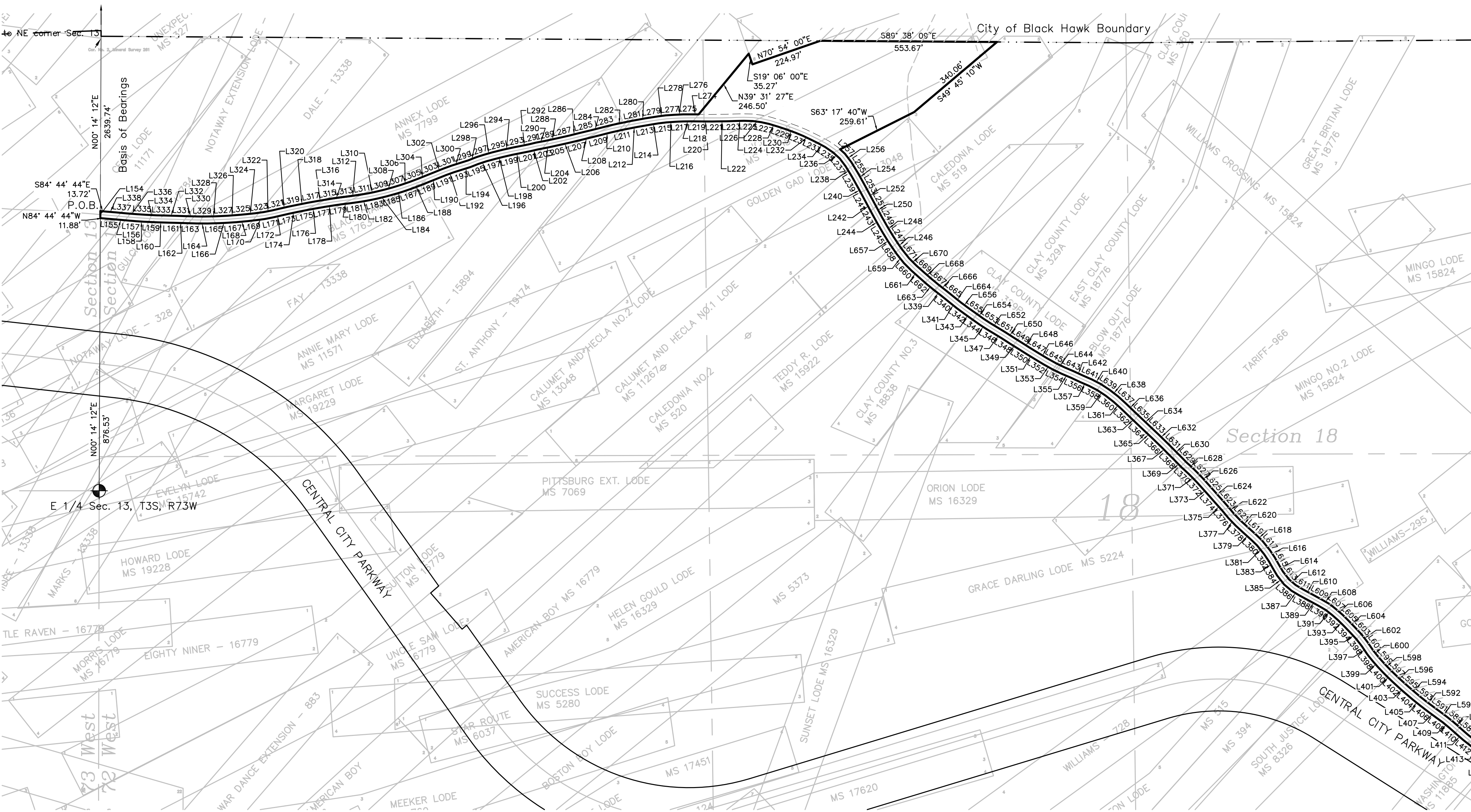
### SURVEYOR'S CERTIFICATE

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.

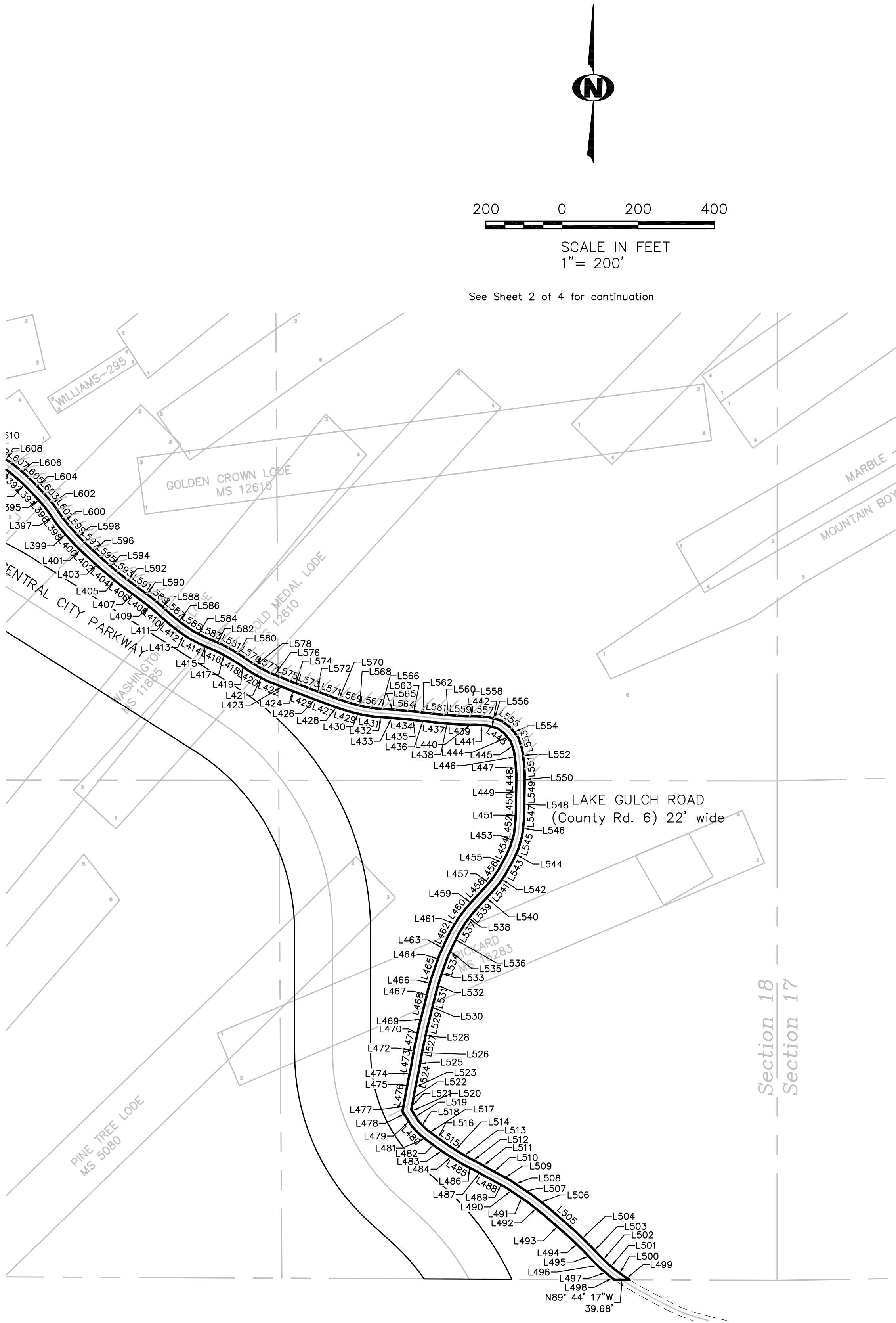




# LAKE GULCH WHISKEY RESORT

## 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



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	28.00	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	N41° 52' 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	N35° 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	N45° 50' 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	26.06	N45° 38' 04"W
L497	30.59	N49° 36' 04"E
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



## PETITION FOR ANNEXATION

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

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

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



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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited  
Liability Company

By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

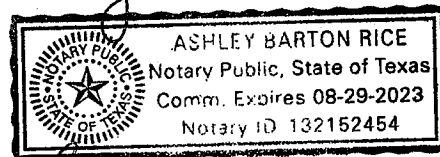
Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023



Ashley Rice  
Notary Public

**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

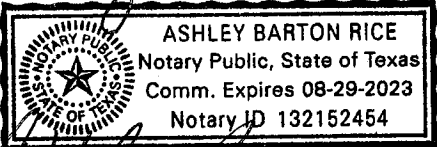
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public

ASHLEY BARTON RICE  
Notary Public, State of Texas  
Comm. Expires 08-29-2023  
Notary ID 132152454



# 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.

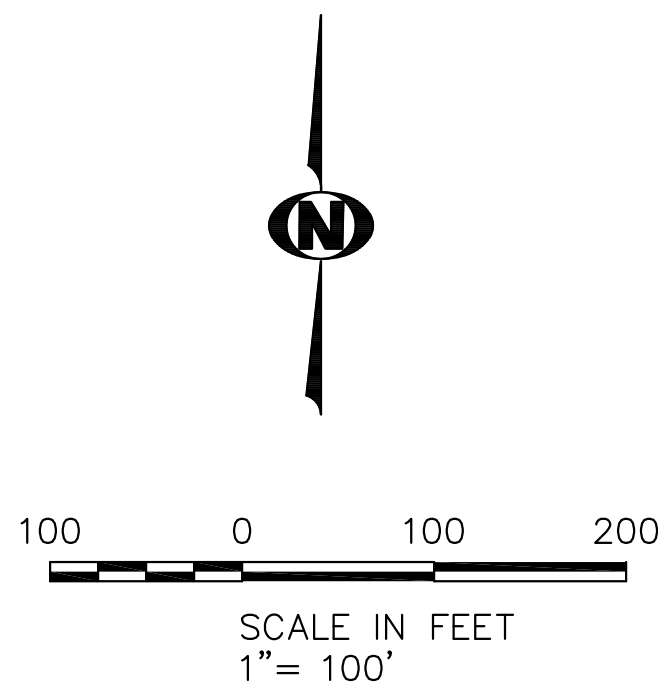
1 of 2  
ANNEXATION PLAT #4



# 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

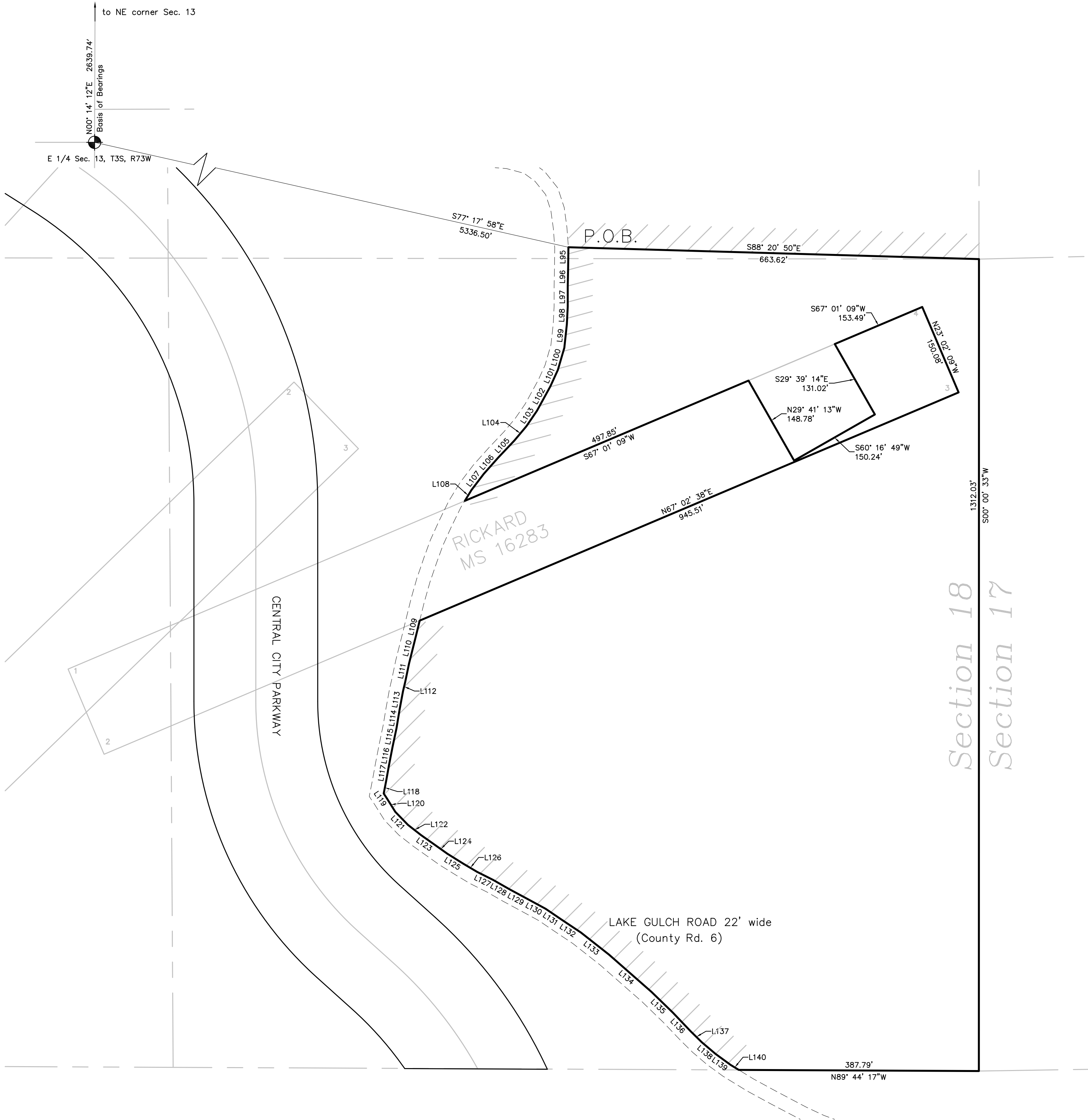
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE 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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TINCUP  
MOUNTAIN WHISKEY

DISTILLERY PROJECT  
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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



## PETITION FOR ANNEXATION

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

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

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

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

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

LANDOWNER

RSM Partners LLC, a Colorado Limited Liability Company

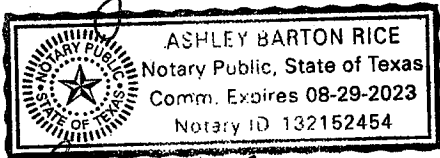
By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.  
My commission expires: 8/29/2023



Ashley Rice  
Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

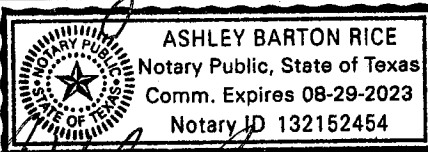
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public

# 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 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°4'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 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° 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 ¼ of said Section 18 and the City of Black Hawk Boundary; thence S 89° 38' 09" E along said east-west centerline of said NW ¼ 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° 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° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;
5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 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° 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° 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° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 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

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

SHEET No.

1 of 2

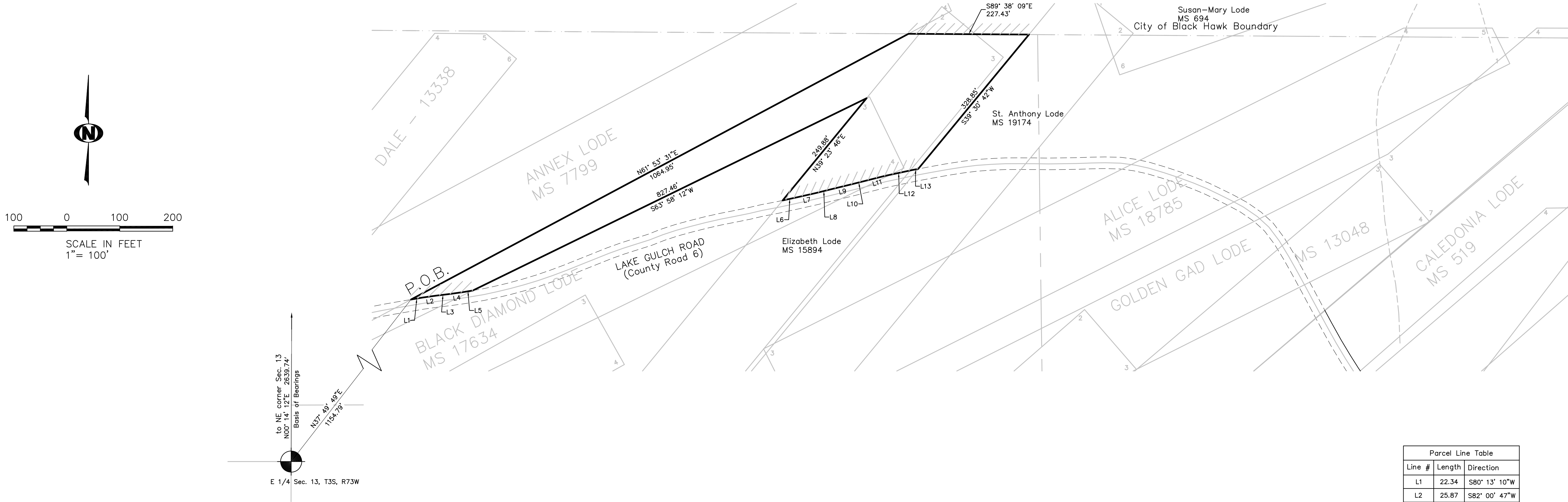
ANNEXATION PLAT #5



# 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:  
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- 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

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

DISTILLERY PROJECT  
Black Hawk, Colorado

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

## PETITION FOR ANNEXATION

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

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

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



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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited  
Liability Company

By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

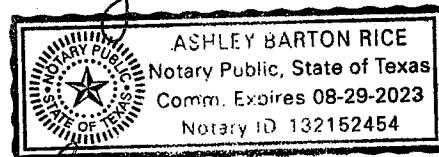
Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023



Ashley Rice  
Notary Public

**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

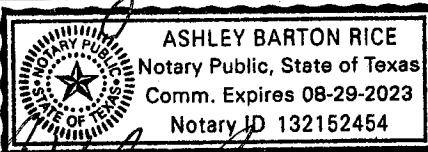
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public



# 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

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

SHEET No.

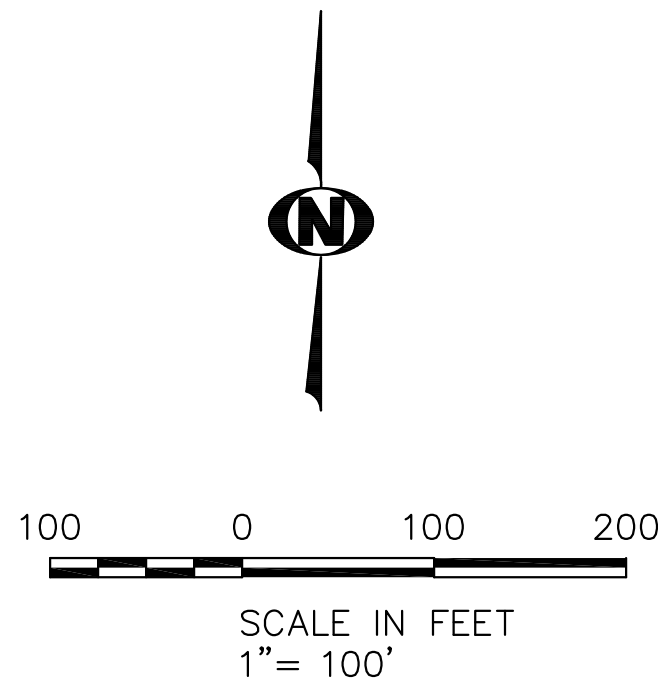
1 of 2

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

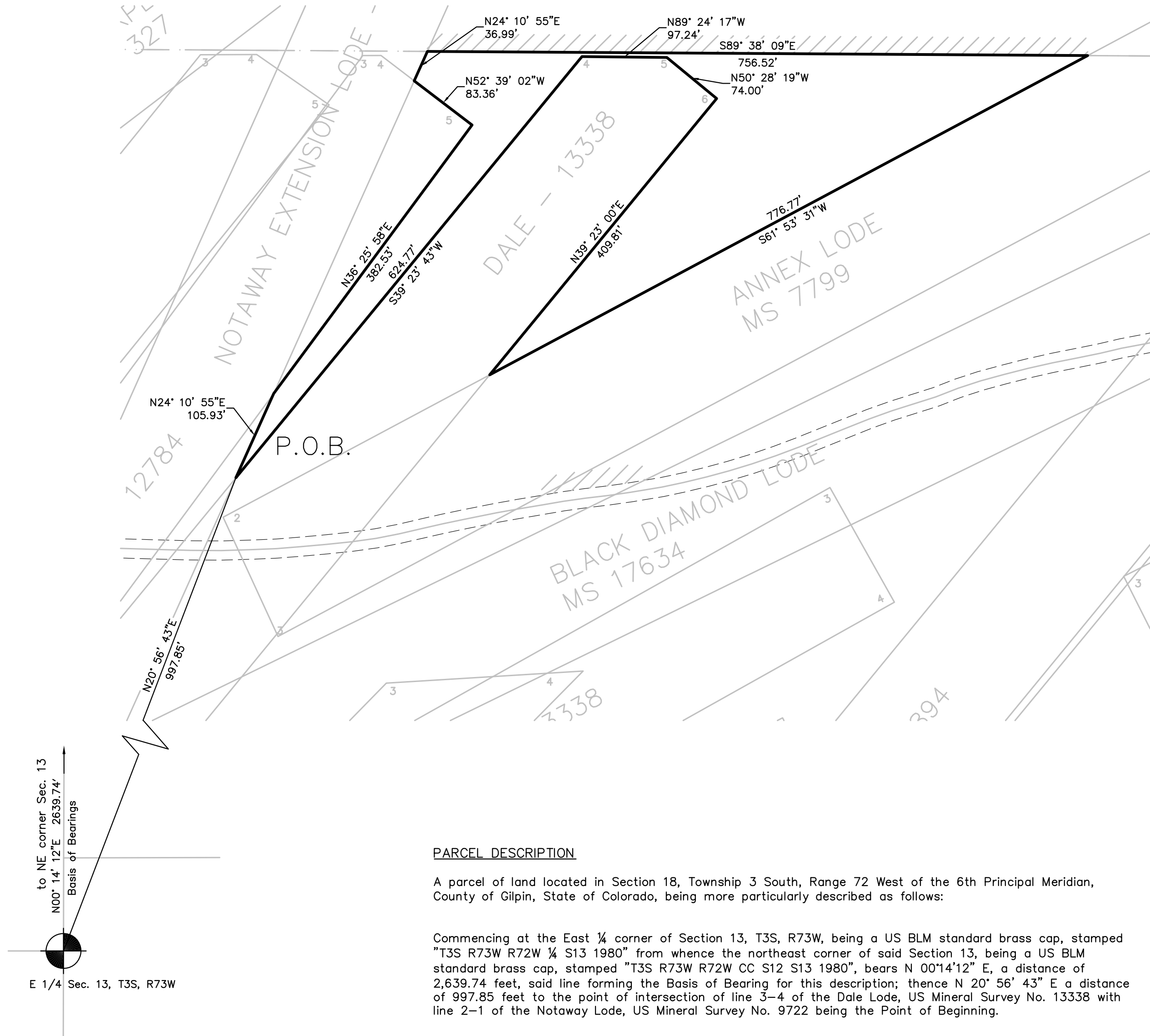
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE 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.

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



## PETITION FOR ANNEXATION

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

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

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

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

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

**LANDOWNER**

RSM Partners LLC, a Colorado Limited  
Liability Company

By: Carl Deddens  
Carl Deddens  
Its: President and Authorized Agent

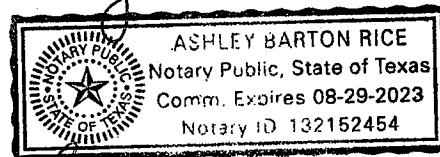
Mailing Address:  
950 S. Cherry St., Ste. 1220  
Denver, CO 80246

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023



Ashley Rice  
Notary Public



**AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION**

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

I, Carl Deddens, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I know the person whose name is subscribed to the foregoing Petition on behalf of the Landowner.
- c. The signature on the foregoing Petition was affixed in my presence and the signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of Petitioner.

CIRCULATOR

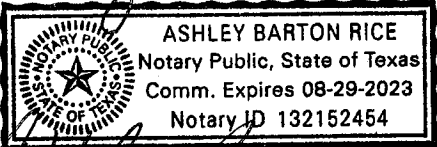
Carl Deddens  
Carl Deddens

STATE OF Texas )  
COUNTY OF Brazos ) s.s.

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2020, by Carl Deddens.

Witness my hand and official seal.

My commission expires: 8/29/2023

  
Ashley Rice  
Notary Public

ASHLEY BARTON RICE  
Notary Public, State of Texas  
Comm. Expires 08-29-2023  
Notary ID 132152454

# 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

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

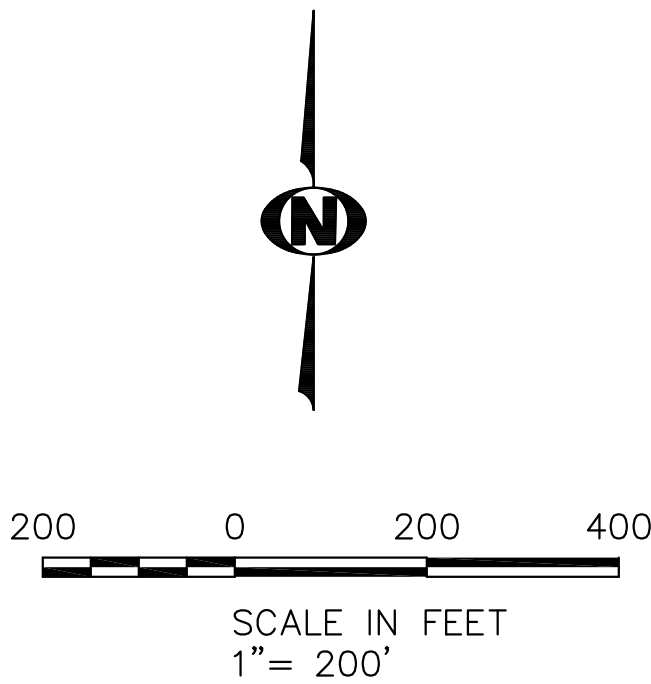
ANNEXATION PLAT #7



# 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:  
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.

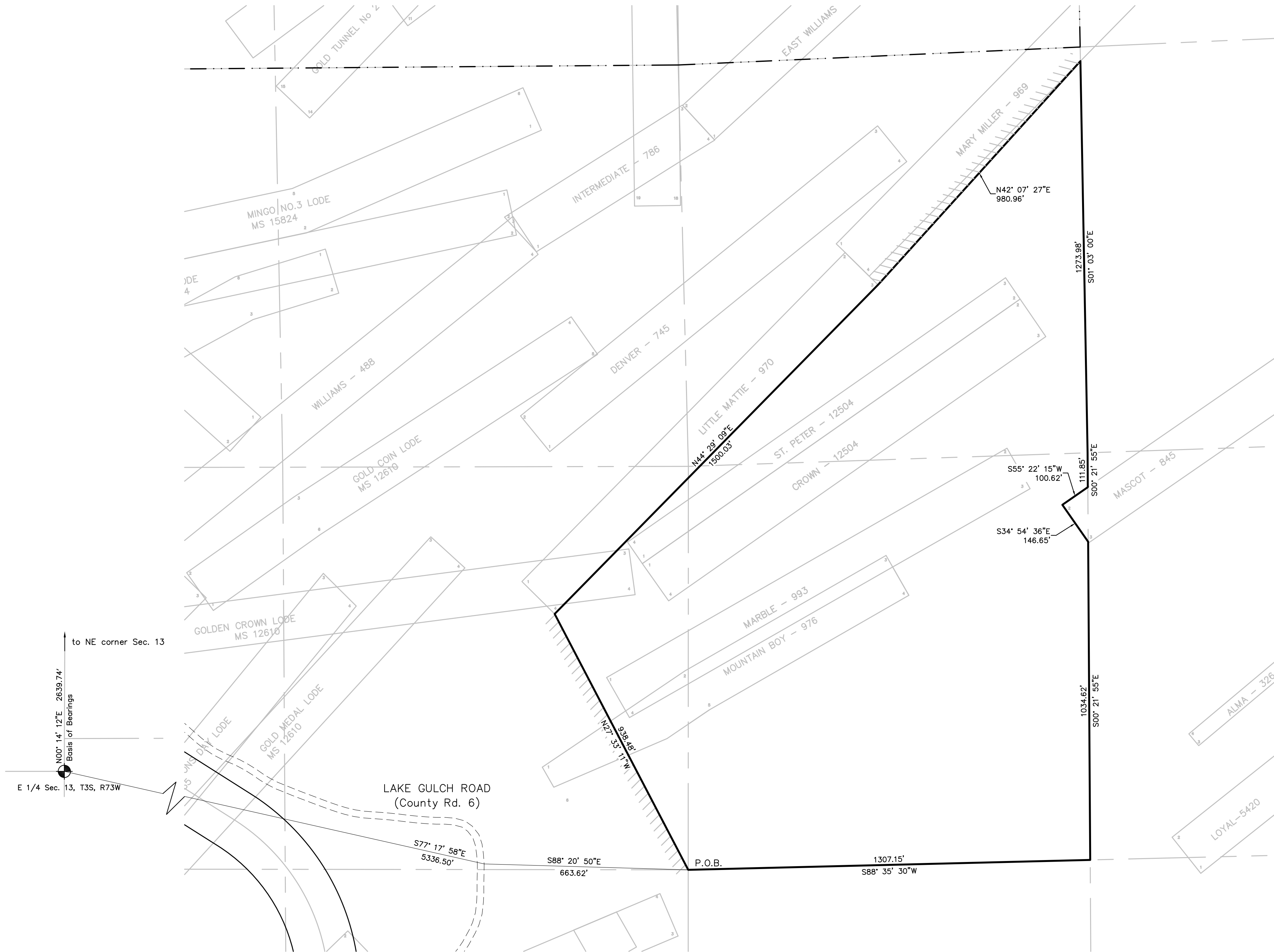
### SURVEYOR'S CERTIFICATE

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.



**RESOLUTION 11-2020**  
**A RESOLUTION**  
**CANCELLING THE**  
**APRIL 7, 2020 REGULAR**  
**ELECTION AND**  
**DECLARING CANDIDATES**  
**ELECTED**



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

**Resolution No. 11-2020**

**TITLE:       A RESOLUTION CANCELLING THE APRIL 7, 2020, REGULAR  
ELECTION AND DECLARING CANDIDATES ELECTED**

WHEREAS, pursuant to C.R.S. § 31-10-507, the City may by ordinance require an affidavit of intent for write-in candidates and may by ordinance provide for the cancellation of elections if the only matter before the voters is the election of persons to office there are not more candidates than offices to be filled, including candidates filing affidavits of intent; and

WHEREAS, the City has done so at Sec. 2-4 of the Black Hawk Municipal Code.

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

Section 1.       As of the sixty-third day before the election, the City had received the same number of candidate petitions as the number of offices to be filled at the April 7, 2020 regular election and had received no write-in candidate affidavits of intent.

Section 2.       Pursuant to Sec. 2-4(b) of the Black Hawk Municipal Code, the City Council hereby directs the City Clerk to cancel the April 7, 2020, election and declares the following candidates elected to the following offices for the following terms:

David D. Spellman, Mayor:	4-year term
Paul Bennett, Alderman:	4-year term
Gregory Moates, Alderman:	4-year term
Benito Torres, Alderman:	4-year term

Section 3.       The City Clerk is further instructed to provide notice of this cancellation and election by publication on the City's website, posting at the City's polling place, and posting in at least one other public place.

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

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

ATTEST:

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

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

---

**SUBJECT:** Cancellation of April 7, 2020 Election

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

**MOTION TO APPROVE** Resolution 11-2020, A Resolution Cancelling the April 7, 2020 Regular Election and Declaring Candidates Elected

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City has received the same number of Candidate Petitions and Write-in Affidavits as the number of offices to be filled at the April 7, 2020 election as of the sixty-third day before the election.

**AGENDA DATE:** February 12, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner, CMC, City Clerk

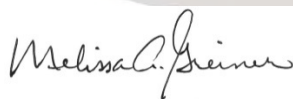
**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



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

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



**RESOLUTION 12-2020**  
**A RESOLUTION**  
**APPROVING A PURCHASE**  
**AND SALE AGREEMENT**  
**FOR THE ACQUISITION**  
**OF THE PM LODGE MINING**  
**CLAIM U.S. MINERAL**  
**SURVEY NO. 4556**

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

**Resolution No. 12-2020**

**TITLE:       A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT  
FOR THE ACQUISITION OF THE PM LODE MINING CLAIM U.S.  
MINERAL SURVEY NO. 4556**

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

**Section 1.**     The City Council hereby approves the Purchase and Sale Agreement  
between the City and Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons for the PM Lode  
Mining Claim U.S. Mineral Survey No. 4556 in the amount of ***\$4,160.00***, and authorizes the Mayor  
and the City Manager to execute the necessary documents on behalf of the City.

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

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

ATTEST:

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



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Purchase and Sale Agreement for the PM Lode Mining Claim

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

**MOTION TO APPROVE** Resolution 12-2020, A Resolution Approving a Purchase and Sale Agreement for the Acquisition of the PM Lode Mining Claim U.S. Mineral Survey No. 4556

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Requesting approval the Purchase and Sale Agreement between the City and Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons for the PM Lode Mining Claim U.S. Mineral Survey No. 4556 in the amount of **\$4,160.00**, and authorizing the Mayor and the City Manager to execute the necessary documents on behalf of the City.

**AGENDA DATE:** February 12, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** 203-0000-502-7102

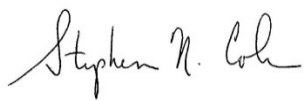
**STAFF PERSON RESPONSIBLE:** Stephen N. Cole, City Manager

**DOCUMENTS ATTACHED:** Purschase and Sale Agreement

**RECORD:** [ X ]Yes – Title Company [ ]No

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

**SUBMITTED BY:**



---

Stephen N. Cole, City Manager

## CONTRACT TO BUY AND SELL REAL ESTATE

**Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons** as there interest may apply, hereinafter called "Owner", whose address is 1657 Benzie Circle, Romeoville, IL 60446, in consideration, noted below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agrees to sell to **CITY OF BLACK HAWK**, a municipal corporation, P. O. Box 68, Black Hawk, Colorado, 80422, hereinafter called "City", and City agrees to purchase, the following described real estate interests, hereinafter referred to as "Property", situate in the County of Gilpin, State of Colorado, to-wit:

See **Exhibit A** attached hereto,  
and by this reference made a part hereof,

together with all improvements thereon and appurtenances thereto currently on the Property, in their present condition, ordinary wear and tear excepted, for the purchase price of **FOUR THOUSAND ONE HUNDRED SIXTYAND NO/100'S DOLLARS (\$4,160.00)**, divided amongst all parties, payable by cash or certified funds, delivered to Owner at closing and upon delivery of deed as set forth in Paragraph 1 below, at the time and place of closing to be mutually agreed to by the parties hereto, less any amounts to be withheld in accordance with this contract, and further subject to all terms and conditions hereof as follows:

### 1. **TITLE TRANSFER AT CLOSING**

(a) Owner shall execute and deliver to City a Warranty Deed for and possession of the Property at the closing to be held on **February 14, 2020** (or by mutual agreement, at a later date), conveying, said Property described on Exhibit A, free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not, free and clear of all liens, encumbrances, tenancies, leases, restrictive covenants and easements, and as set forth in paragraph # 8 hereunder.

### 2. **PRORATIONS**

Owner shall pay all personal property taxes on fee interests to be conveyed to City due for the year of closing and all preceding years. General property taxes for the year of closing shall be apportioned between the parties to the date of delivery of deed; however, Owner shall be responsible for taxes, interest and penalties for the preceding years. Prepaid rents, water rents, and sewer rents, if any, shall be apportioned to date of delivery of deed.

### 3. **PROPERTY DAMAGE**

Loss or damage to the Property from any cause, including, but not limited to, fire, vandalism, or acts of God, from the date of this contract until the conveyance of said Property from Owner to City, shall be at the risk of Owner. If, prior to closing, said Property is destroyed or damaged in whole or in part, this contract may be canceled at the option of City. City, at its option shall have the right to proceed with specific performance of this contract despite such damage, provided that City shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price. Owner shall maintain casualty insurance coverage on any improvements located on the Property from the date of this contract to the date of closing.

### 4. **PERFORMANCE**

Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.



5. **LEGAL AUTHORITY OF OWNER**

Owner represents and covenants to City that they comprise all of the parties who have a fee interest in said Property described in the attached exhibits, and that they have full and lawful authority to enter into this contract.

6. **REPRESENTATIONS AND WARRANTIES**

Owner represents and warrants to City: (a) Owner has no actual knowledge and has received no written notice of violation of any federal, state, or local laws, statutes, ordinances, codes, orders, regulations or other requirements of governmental entities having jurisdiction over and affecting the Property, and further that it will notify City if it obtains actual knowledge of or receives written notice of any such violation prior to Closing; (b) Owner has no actual knowledge of any pending lawsuits, legal proceedings or governmental investigations or proceedings involving the Property other than the potential or threat of a condemnation proceeding filed by the City against Owner; and (c) Owner has no actual knowledge of any environmental contamination.

7. **SURVIVAL OF REPRESENTATIONS AND COVENANTS**

The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for, and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8. **TITLE**

The City shall obtain and pay for a commitment for title insurance policy to be issued by a title insurance company selected by the City. In the event the commitment for title insurance shows that Owner does not have good and merchantable fee simple title to said Property or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, or in the event said commitment or other investigation shows rights of parties in possession other than those listed as Owner, the Owner, at its cost, shall obtain a release and/or conveyance to the City of any rights or interests identified in title commitment or by other investigation. City shall deliver a copy of the title commitment to Owner within 10 days of approval of the Contract together with a notice of City's objection to title and requirements to cure such title defects.

9. **DEFAULT**

If the Owner is unable or unwilling to convey good and merchantable title to the City, in accordance with the provisions of this Contract, or Owner otherwise is in default of the Contract, the City may, at its option, (a) extend the closing up to a maximum of 90 days to allow the Owner to clear the title to and deliver a general warranty deed and attached easement documents for the Property as provided herein, (b) terminate this contract and proceed to acquire the Property by condemnation, provided, however, the City may use this executed contract in said condemnation action to establish the fair market value of the Property being acquired; (c) proceed with this contract and waive any defects in title which the City, in its sole discretion, determines can be waived; (d) any combination of (a), (b), and (c) above; or (e) bring an action against Owner for specific performance or damages, or both and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.

In the event City should default in its obligation to acquire the Property in accordance with this Contract, Owner shall have the right to bring action against City for specific performance and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.

10. **RELEASE**

The City and Owner, on behalf of themselves as well as their successors, assigns, representatives and heirs hereby release and discharge each other and all of each other's agents, employees, representatives, attorneys, successors and assigns, fully and finally, from and against any and all rights, demands, claims, disputes, actions, liabilities, set-offs, causes of action, suits, debts, sums of money, accounts, controversies, trespasses, damages, attorney's fees, costs and expert witness fees, whether claimed or unclaimed, contingent or unforeseen, including but not limited to injuries or damages of any kind or nature or which may thereafter in any way grow out of or be connected with the City's acquisition of property rights, other than claims to enforce this Agreement.

11. **COMPLETE AGREEMENT**

This contract is an integration and expresses the entire agreement between all the parties, and the parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

12. **VALID CONTRACT**

When duly executed by all the parties, this agreement shall be specifically enforceable by any court of competent jurisdiction. If this agreement is executed by all parties hereto this instrument shall become a contract between said parties and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

13. **BINDING EFFECT**

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

**(Balance of page left intentionally blank)**



WITNESS my hand and seal this 16 day of Jan, 2020.

OWNER: Charles T. Pons

Charles T. Pons

STATE OF IL )  
COUNTY OF Will ) ss.

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 16<sup>th</sup> day of January, 2020, by Charles T. Pons.

WITNESS my hand and official seal:

My commission expires: 11/14/2023



Margaret Catherine Sergeant  
Notary Public

WITNESS my hand and seal this 22 day of January, 2020.

OWNER: Sandra J. Godich

Sandra J. Godich

STATE OF Indiana )  
 ) ss.  
COUNTY OF Hamilton )

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 22 day of January, 2020, by Sandra J. Godich.

WITNESS my hand and official seal:

My commission expires: March 28, 2025

Kimberly Rainho  
Notary Public





WITNESS my hand and seal this 22<sup>22</sup>~~27~~ day of Jan, 2020.

OWNER: **Lawrence F. Pons**

Lawrence F. Pons

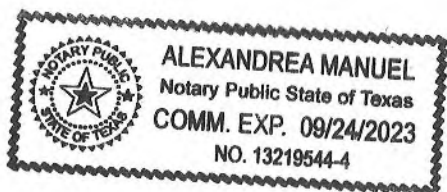
STATE OF \_\_\_\_\_ )  
COUNTY OF Breagg ) ss.

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 22 day of Jan, 2020, by Lawrence F. Pons.

WITNESS my hand and official seal:

My commission expires: 9/24/2023

Alexandra Manuel  
Notary Public



**CITY OF BLACK HAWK, COLORADO**

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

ATTEST:

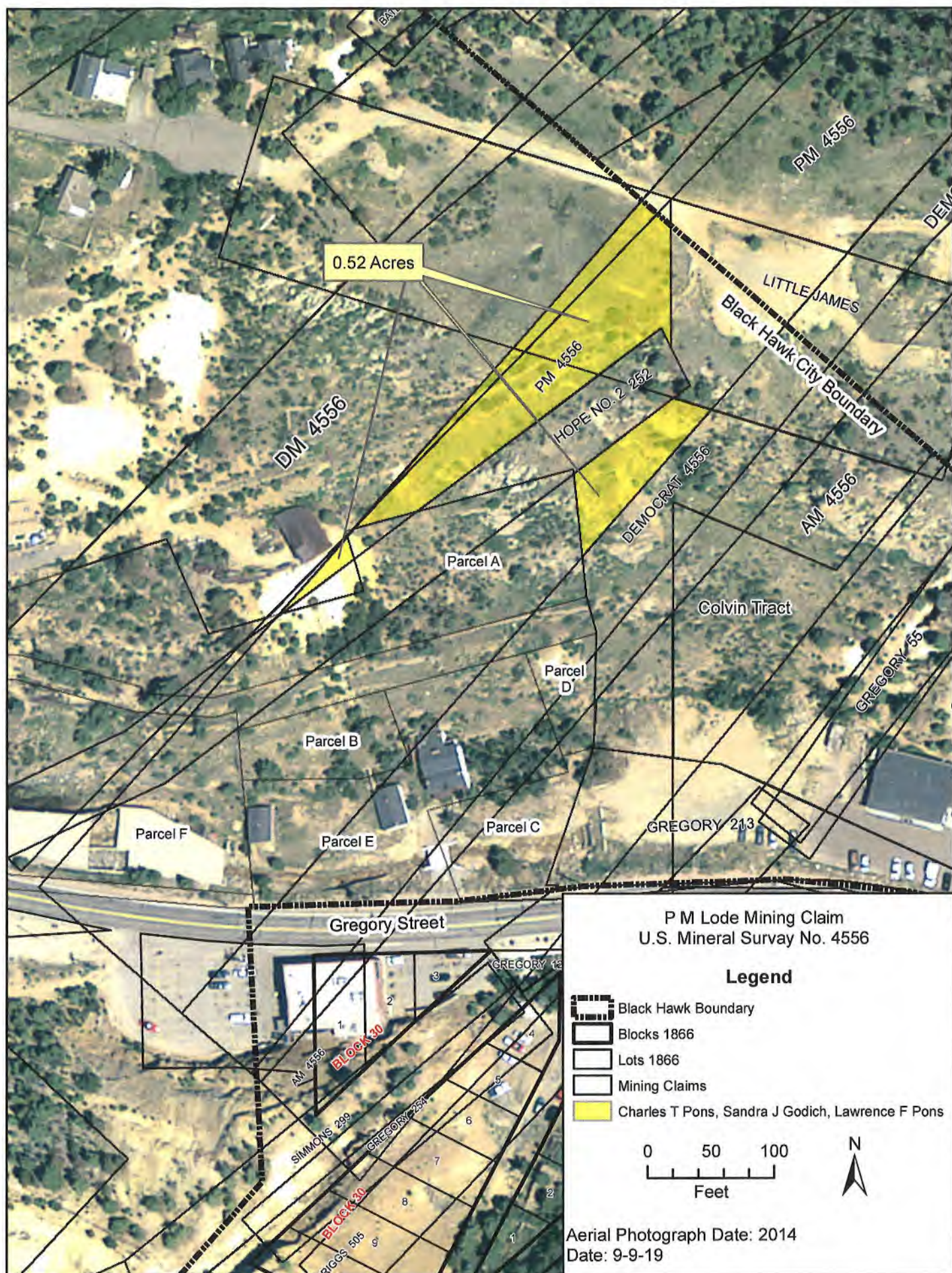
\_\_\_\_\_  
Melissa A. Greiner, City Clerk

Approved as to form:

\_\_\_\_\_  
Corey Hoffmann, City Attorney



## EXHIBIT A





**RESOLUTION 13-2020**  
**A RESOLUTION**  
**APPROVING A PURCHASE**  
**AND SALE AGREEMENT**  
**FOR THE ACQUISITION**  
**OF THE BATES LODGE**  
**MINING CLAIM U.S.**  
**MINERAL SURVEY NO. 941**  
**AM**



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

**Resolution No. 13-2020**

**TITLE:       A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT  
FOR THE ACQUISITION OF THE BATES LODGE MINING CLAIM U.S.  
MINERAL SURVEY NO. 941 AM**

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

**Section 1.**     The City Council hereby approves the Purchase and Sale Agreement  
between the City and Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons for the Bates Lodge  
Mining Claim U.S. Mineral Survey No. 941 AM in the amount of **\$2,560.00**, and authorizes the  
Mayor and the City Manager to execute the necessary documents on behalf of the City.

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

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

ATTEST:

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

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Purchase and Sale Agreement for the Bates Lode Mining Claim

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

**MOTION TO APPROVE** Resolution 13-2020, A Resolution Approving a Purchase and Sale Agreement for the Acquisition of the Bates Lode Mining Claim U.S. Mineral Survey No. 941 AM

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Requesting approval the Purchase and Sale Agreement between the City and Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons for the Bates Lode Mining Claim U.S. Mineral Survey No. 941 AM in the amount of **\$2,560.00**, and authorizing the Mayor and the City Manager to execute the necessary documents on behalf of the City.

**AGENDA DATE:** February 12, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** 203-0000-502-7102

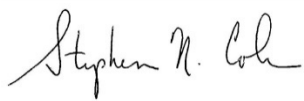
**STAFF PERSON RESPONSIBLE:** Stephen N. Cole, City Manager

**DOCUMENTS ATTACHED:** Purchase and Sale Agreement

**RECORD:** [ X ]Yes – Title Company [ ]No

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

**SUBMITTED BY:**



---

Stephen N. Cole, City Manager



## CONTRACT TO BUY AND SELL REAL ESTATE

**Charles T. Pons, Sandra J. Godich, and Lawrence F. Pons** as there interest may apply, hereinafter called "Owner", whose address is 1657 Benzie Circle, Romeoville, IL 60446, in consideration, noted below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agrees to sell to **CITY OF BLACK HAWK**, a municipal corporation, P. O. Box 68, Black Hawk, Colorado, 80422, hereinafter called "City", and City agrees to purchase, the following described real estate interests, hereinafter referred to as "Property", situate in the County of Gilpin, State of Colorado, to-wit:

See **Exhibit A** attached hereto,  
and by this reference made a part hereof,

together with all improvements thereon and appurtenances thereto currently on the Property, in their present condition, ordinary wear and tear excepted, for the purchase price of **TWO THOUSAND FIVE HUNDRED SIXTYAND NO/100'S DOLLARS (\$2,560.00)**, divided amongst all parties, payable by cash or certified funds, delivered to Owner at closing and upon delivery of deed as set forth in Paragraph 1 below, at the time and place of closing to be mutually agreed to by the parties hereto, less any amounts to be withheld in accordance with this contract, and further subject to all terms and conditions hereof as follows:

1. **TITLE TRANSFER AT CLOSING**

(a) Owner shall execute and deliver to City a Warranty Deed for and possession of the Property at the closing to be held on **January 31, 2020** (or by mutual agreement, at a later date), conveying, said Property described on Exhibit A, free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not, free and clear of all liens, encumbrances, tenancies, leases, restrictive covenants and easements, and as set forth in paragraph # 8 hereunder.

2. **PRORATIONS**

Owner shall pay all personal property taxes on fee interests to be conveyed to City due for the year of closing and all preceding years. General property taxes for the year of closing shall be apportioned between the parties to the date of delivery of deed; however, Owner shall be responsible for taxes, interest and penalties for the preceding years. Prepaid rents, water rents, and sewer rents, if any, shall be apportioned to date of delivery of deed.

3. **PROPERTY DAMAGE**

Loss or damage to the Property from any cause, including, but not limited to, fire, vandalism, or acts of God, from the date of this contract until the conveyance of said Property from Owner to City, shall be at the risk of Owner. If, prior to closing, said Property is destroyed or damaged in whole or in part, this contract may be canceled at the option of City. City, at its option shall have the right to proceed with specific performance of this contract despite such damage, provided that City shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price. Owner shall maintain casualty insurance coverage on any improvements located on the Property from the date of this contract to the date of closing.

4. **PERFORMANCE**

Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.

5. **LEGAL AUTHORITY OF OWNER**

Owner represents and covenants to City that they comprise all of the parties who have a fee interest in said Property described in the attached exhibits, and that they have full and lawful authority to enter into this contract.

6. **REPRESENTATIONS AND WARRANTIES**

Owner represents and warrants to City: (a) Owner has no actual knowledge and has received no written notice of violation of any federal, state, or local laws, statutes, ordinances, codes, orders, regulations or other requirements of governmental entities having jurisdiction over and affecting the Property, and further that it will notify City if it obtains actual knowledge of or receives written notice of any such violation prior to Closing; (b) Owner has no actual knowledge of any pending lawsuits, legal proceedings or governmental investigations or proceedings involving the Property other than the potential or threat of a condemnation proceeding filed by the City against Owner; and (c) Owner has no actual knowledge of any environmental contamination.

7. **SURVIVAL OF REPRESENTATIONS AND COVENANTS**

The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for, and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8. **TITLE**

The City shall obtain and pay for a commitment for title insurance policy to be issued by a title insurance company selected by the City. In the event the commitment for title insurance shows that Owner does not have good and merchantable fee simple title to said Property or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, or in the event said commitment or other investigation shows rights of parties in possession other than those listed as Owner, the Owner, at its cost, shall obtain a release and/or conveyance to the City of any rights or interests identified in title commitment or by other investigation. City shall deliver a copy of the title commitment to Owner within 10 days of approval of the Contract together with a notice of City's objection to title and requirements to cure such title defects.

9. **DEFAULT**

If the Owner is unable or unwilling to convey good and merchantable title to the City, in accordance with the provisions of this Contract, or Owner otherwise is in default of the Contract, the City may, at its option, (a) extend the closing up to a maximum of 90 days to allow the Owner to clear the title to and deliver a general warranty deed and attached easement documents for the Property as provided herein, (b) terminate this contract and proceed to acquire the Property by condemnation, provided, however, the City may use this executed contract in said condemnation action to establish the fair market value of the Property being acquired; (c) proceed with this contract and waive any defects in title which the City, in its sole discretion, determines can be waived; (d) any combination of (a), (b), and (c) above; or (e) bring an action against Owner for specific performance or damages, or both and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.



In the event City should default in its obligation to acquire the Property in accordance with this Contract, Owner shall have the right to bring action against City for specific performance and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.

10. **RELEASE**

The City and Owner, on behalf of themselves as well as their successors, assigns, representatives and heirs hereby release and discharge each other and all of each other's agents, employees, representatives, attorneys, successors and assigns, fully and finally, from and against any and all rights, demands, claims, disputes, actions, liabilities, set-offs, causes of action, suits, debts, sums of money, accounts, controversies, trespasses, damages, attorney's fees, costs and expert witness fees, whether claimed or unclaimed, contingent or unforeseen, including but not limited to injuries or damages of any kind or nature or which may thereafter in any way grow out of or be connected with the City's acquisition of property rights, other than claims to enforce this Agreement.

11. **COMPLETE AGREEMENT**

This contract is an integration and expresses the entire agreement between all the parties, and the parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

12. **VALID CONTRACT**

When duly executed by all the parties, this agreement shall be specifically enforceable by any court of competent jurisdiction. If this agreement is executed by all parties hereto this instrument shall become a contract between said parties and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

13. **BINDING EFFECT**

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

**(Balance of page left intentionally blank)**

WITNESS my hand and seal this 16 day of Jan., 2020.

OWNER: **Charles T. Pons**

Charles T. Pons

STATE OF IL )  
COUNTY OF Will ) ss.

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 16 day of January, 2020, by Charles T. Pons.

WITNESS my hand and official seal:

My commission expires: 11/14/2023



Margaret Catherine Sergeant  
Notary Public



WITNESS my hand and seal this 22 day of January, 2020.

OWNER: Sandra J. Godich

Sandra J. Godich

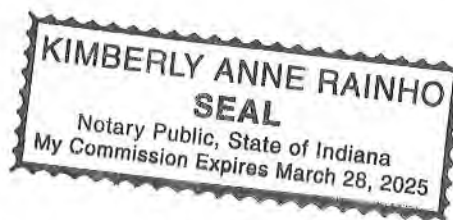
STATE OF Indiana )  
COUNTY OF Hamilton, IN ) ss.

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 22 day of January, 2020, by Sandra J. Godich.

WITNESS my hand and official seal:

My commission expires: March 28, 2025

Kimberly Rainho  
Notary Public



WITNESS my hand and seal this 22 day of Jan, 2020.

OWNER: **Lawrence F. Pons**

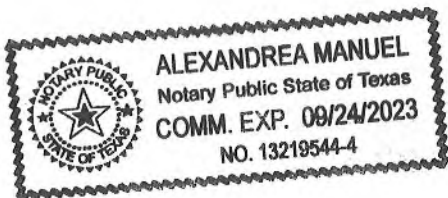
Lawrence F. Pons

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

The above and foregoing Contract to Buy and Sell Real Estate was acknowledged before me this 22 day of Jan, 2020, by Lawrence F. Pons.

WITNESS my hand and official seal:

My commission expires: 9/24/2023



Alexandra Manuel  
Notary Public



**CITY OF BLACK HAWK, COLORADO**

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Corey Hoffmann, City Attorney







**RESOLUTION 14-2020**

**A RESOLUTION  
APPROVING THE  
PROFESSIONAL  
SERVICES AGREEMENT  
BETWEEN THE CITY OF  
BLACK HAWK AND PEH  
ARCHITECTS IN AN  
AMOUNT NOT TO  
EXCEED \$72,925.00 FOR  
DESIGN SERVICES  
PERTAINING TO THE  
GRAND STAIRCASE**

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

**Resolution No. 14-2020**

**TITLE:       A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$72,925.00 FOR DESIGN SERVICES PERTAINING TO THE GRAND STAIRCASE**

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

**Section 1.**       The City Council hereby approves the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$72,925.00 for design services related to the Grand Staircase, and authorizes the Mayor to execute the same on behalf of the City.

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

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

ATTEST:

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





## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 14-2020, a Resolution approving the Professional Services Agreement with PEH Architects for Grand Staircase design services.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 14-2020, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: "Approve Resolution 14-2020, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$72,925.00 for design services pertaining to the Grand Staircase."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2017, a temporary steel staircase was erected at the east end of the Livery Lot, as a part of the Gregory Street Realignment project. The intention was to replace this temporary staircase with a permanent 'Grand Staircase' when the Gregory Street Plaza project was under development.

Conceptual design for the Grand Staircase has already taken place, and conceptual plans are included herein. This Professional Services Agreement with PEH Architects would authorize complete design services for the Grand Staircase and provide administration services during construction. Ideally, the Grand Staircase would be constructed in 2020 along with the Gregory Street Plaza improvements.

PEH is the designer of record for the Gregory Street Plaza project as well as the Gregory Street Commercial building at 221 Gregory Street.

**FUNDING SOURCE:** Gregory Street Plaza: 203-0000-502-58-14

**AGENDA DATE:** February 12, 2020

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

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

**PROJECT COMPLETION DATE:** Construction to be completed by March 31, 2021

**DOCUMENTS ATTACHED:** Professional Services Agreement  
Grand Staircase Conceptual Plans

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

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

# CITY OF BLACK HAWK, COLORADO



**Professional Services Agreement for**

**GRAND STAIRCASE**  
**ARCHITECTURAL SERVICES**  
Black Hawk, CO 80422

**February 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PEH Architects** (hereinafter referred to as "Contractor").

### **RECITALS:**

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

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

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

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

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

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

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

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

#### **IV. COMPENSATION**

- A. Compensation shall not exceed **Seventy-two thousand nine hundred twenty-five dollars (\$72,925.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
  - 1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24<sup>th</sup>) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24<sup>th</sup>) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24<sup>th</sup>) day of the following month.
  - 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.



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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **June 30, 2021.**

## **VI. PROFESSIONAL RESPONSIBILITY**

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

## **VII. COMPLIANCE WITH LAW**

- A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- B. Illegal Aliens.
  - 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

- a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

- a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
- b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
  - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
  - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.



5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

### **VIII. INDEMNIFICATION**

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## **IX. INSURANCE**

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
  2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
  3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
  4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy



required by Paragraph 1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

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

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

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

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

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

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



## **XV. NOTICE**

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

The City:

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

The Contractor:

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

## **XVI. ENTIRE AGREEMENT**

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

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

CITY OF BLACK HAWK, COLORADO

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

**ATTEST:**

Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

Corey Y. Hoffmann, City Attorney

## PEH Architects

By: [Signature]  
Its: PRESIDENT

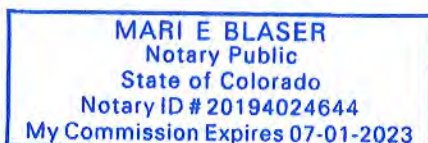
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 3 day of FEBRUARY, 2020, by PETER E. HEINZ as the PRESIDENT of PEH ARCHITECT INC.

My commission expires: 07-01-2023

(S E A L)

Mari E. Blesser  
Notary Public





**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: PEH Architects  
(Prospective Contractor)

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

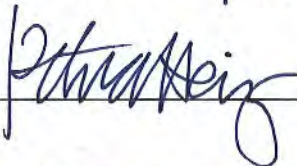
Project Name Grand Staircase Architectural Services

Bid Number N/A Project No. 18015

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 3 day of FEBRUARY, 20 20.

Prospective Contractor: PEH ARCHITECTS

By: 

Title: PRESIDENT

## NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

**1. Check and complete one:**

☐ I, N/A, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

☐ I, N/A, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I, N/A, am a United States citizen or legal permanent resident.

*The City must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver's license or a Colorado identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

**OR**

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.*

N/A

Signature

\_\_\_\_\_  
Date



DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)

I, PETER E. HEINZ, as a public contractor under contract with the City of Black Hawk  
(the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

*Peter E. Heinz*  
Contractor Signature

FEB. 3, 2020  
Date

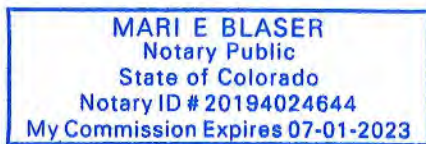
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3  
day of FEBRUARY, 20 20, by PETER E. HEINZ as PRESIDENT  
of PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(S E A L)

*Mari E Blaser*  
Notary Public



## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

### **Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State driver's license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

### **Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

### **Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority



# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408 C: 303-818-4752  
email: peheinz@peharch.com

EXHIBIT A

## MEMORANDUM

Date: January 14, 2020

To: Stephen N. Cole, City Manager  
Matt Reed P.E.  
City of Black Hawk

From: Peter E. Heinz AIA  
Nathan P. Pillatzke AIA



Re: Grand Stair – adjacent to 241 Gregory Street - Scope of Services  
Black Hawk, CO

The following is a summary of our proposed fee and scope of services for designing the Grand Stair at the Livery lot (adjacent to 241 Gregory).

1. Prepare conceptual exterior design schemes that illustrate the stair and seating area. Conceptual design to include presentation graphics for design review and marketing material for generating urban development interest.
2. Consensus approval by the City of Black Hawk team regarding the upgrades to the stair, rest area and Livery lot are itemized in the attached scope of work document. Design work will include the preparation of the Contract Document packages for Bid/Permit/Construction.
3. Administer the construction of the improvements that are detailed/described in the drawing packages for Bid/Permit/Construction. Perform "normal" construction related functions such as:
  - coordination/response to general contractor questions
  - review/approve of material and product submittals
  - on-site observation of the progress of construction
  - attendance at regularly scheduled OAC meetings (twice per month).
  - coordination the finalization of the construction and the "close-out" of the contractors work thru punch list walk-thrus.

Our approach to calculating A/E fees for this project is as follows:  
Scope items 1 – Hourly. Paid through on-call contract.

\$15,325 TRANSFERRED  
FROM ON-CALL CONTRACT  
TO THIS CONTRACT

Scope items 2 & 3 – Lump Sum - A construction cost budget estimate for a project of this scope could be compared with the Gregory Plaza project, roughly 27,000 sf of plaza surface at nearly \$250/sf. The main project area of stair and rest area is roughly 1,600sf and there is roughly 1,600sf of new hard surfaces at the livery lot. The livery lot is more than just hard surfaces, but non-the-less will be estimated at a significantly lower cost of \$50/sf. Therefore, we estimate that this project could be near \$480K for a construction budget.

The A/E fee (including building consulting engineering) of 12% will be used for this project scope resulting in a fee amount of \$57,600.

# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408

## MEMORANDUM

Date: January 14, 2020

To: Matt Reed, City of Black Hawk  
Cynthia Linker, City of Black Hawk

From: Peter E. Heinz, AIA  
Nathan Pillatzke, AIA

Re: Grand Stair – adjacent to the 241 Gregory Street - Scope of Work

The following is a summary of our scope of services for the Gregory Street Master Plan project which consists of the following:

### Grand Stair

- Metal stair assembly with drainage trough below. Metals earmarked as galvanized treads with corten structure.
  - Design underground drainage similar to Gregory Plaza – connect to existing flume.
- Site cast concrete retaining walls with stone veneer. Provide Sandstone cap.
  - Design foundations around existing concrete flume.
- Decorative metal guardrail and handrails both sides of stair. Painted black.
- Design compliant landing at bottom of stair with accessible route to crosswalk. Concrete walk will be replaced from crosswalk to grand stair.
- Structural and aesthetic modifications to the existing concrete retaining wall.
- Modify existing metal guardrail.
- Hawk lamp post lighting designed for general safety lighting at stair. (see livery lot – lighting).

### Welcome Sign

- Design metal sign to include post, "banner", signage w/ font, and metal accessories.
- Design/build metal lamps to match historic Crooks Palace & Bobtail gas lamps.
- Design internal lighting for backlit Black Hawk Sign and Welcome sign.
- Design concrete bases/foundation to include stone veneer and sandstone cap.
  - Dedication/information plaque to be coordinated with sign company.

### Rest Area

- Design stone clad concrete retaining wall to parallel Gregory at change in grading.
- Design metal pedestrian barrier to parallel Gregory Street.
- Design rest area slab on grade.
- Design and list as Add Alternate to GC's base bid:
  - Landscape plant listing.
  - Landscape surface mount planters.
  - Site furnishings – benches.
  - Irrigation is assumed to be hand watered by city staff.



#### **Elevator**

- A future elevator is considered for this site. Design discussions have located the elevator north of the grand stair. Design of the elevator aesthetics, structure and MPE are excluded.
- A conduit with pull string shall be design from the power source to the future elevator location. Use trenching for electrical to the Grand stair and Livery lot lighting.
- Design compliant landing at bottom of elevator with accessible route to crosswalk. Concrete will not be replaced adjacent to future elevator (grading will be designed to ensure future compliance).

#### **Bridge across Gregory**

- A future bridge is earmarked to allow pedestrians to cross Gregory Street south of the Grand Stair. Design of the bridge aesthetics, structure, grading/drainage and MPE are excluded. Schematic design locations with conceptual stair have been provided.

#### **Livery Lot**

- Remove and replace asphalt walkway with meandering concrete walk.
- Design pedestrian lighting ("hawk" lamp post). Provide photometric study.
- Design electrical service/meter location and underground conduit routing.
- Design and list as Add Alternate to GC's base bid:
  - Landscape surface mounted planters.
  - Site furnishings – benches.
  - Irrigation is assumed to be hand watered by city staff.

#### **Coordination of Consultants**

- Coordinate civil, structural, and electrical engineering.

#### **Deliverables by City of Black Hawk**

- Survey.
  - Detailed grading at base of stair.
  - Detailed grading at top of retaining wall in work area of stair.
  - Property lines.
- Geotechnical report.
- Pricing studies by General Contractor.



PEHARCH-01

JLONG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2020

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

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

<b>PRODUCER</b> Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	<b>CONTACT NAME:</b> Jeremy Long	
	<b>PHONE (A/C, No, Ext):</b> (303) 442-1484	<b>FAX (A/C, No):</b>
<b>INSURED</b>  PEH Architects, Inc. 1319 Spruce Street, Suite 207 Boulder, CO 80302	<b>E-MAIL ADDRESS:</b> jlong@taggartinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Company of America	
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
		X		6805H707450	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			BA5C605406	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Blackhawk and and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.;

## CERTIFICATE HOLDER

## CANCELLATION

City of Black Hawk PO Box 68 Black Hawk, CO 80402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2019

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N N / A	2097982	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

2044845  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

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

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **CERTIFICATE HOLDER COPY**

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

### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)





PEHAR-1

OP ID: CK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

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PRODUCER PUI Agency of Colorado, Inc PO Box 3412 Littleton, CO 80161-3412 Cindy L. King	720-465-9116	CONTACT NAME: PUI Agency of Colorado, Inc. PHONE (A/C, No, Ext): 720-465-9116 E-MAIL: cking@profunderwriters.com ADDRESS:	FAX (A/C, No): 248-553-8305
INSURED PEH Architects Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42307	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

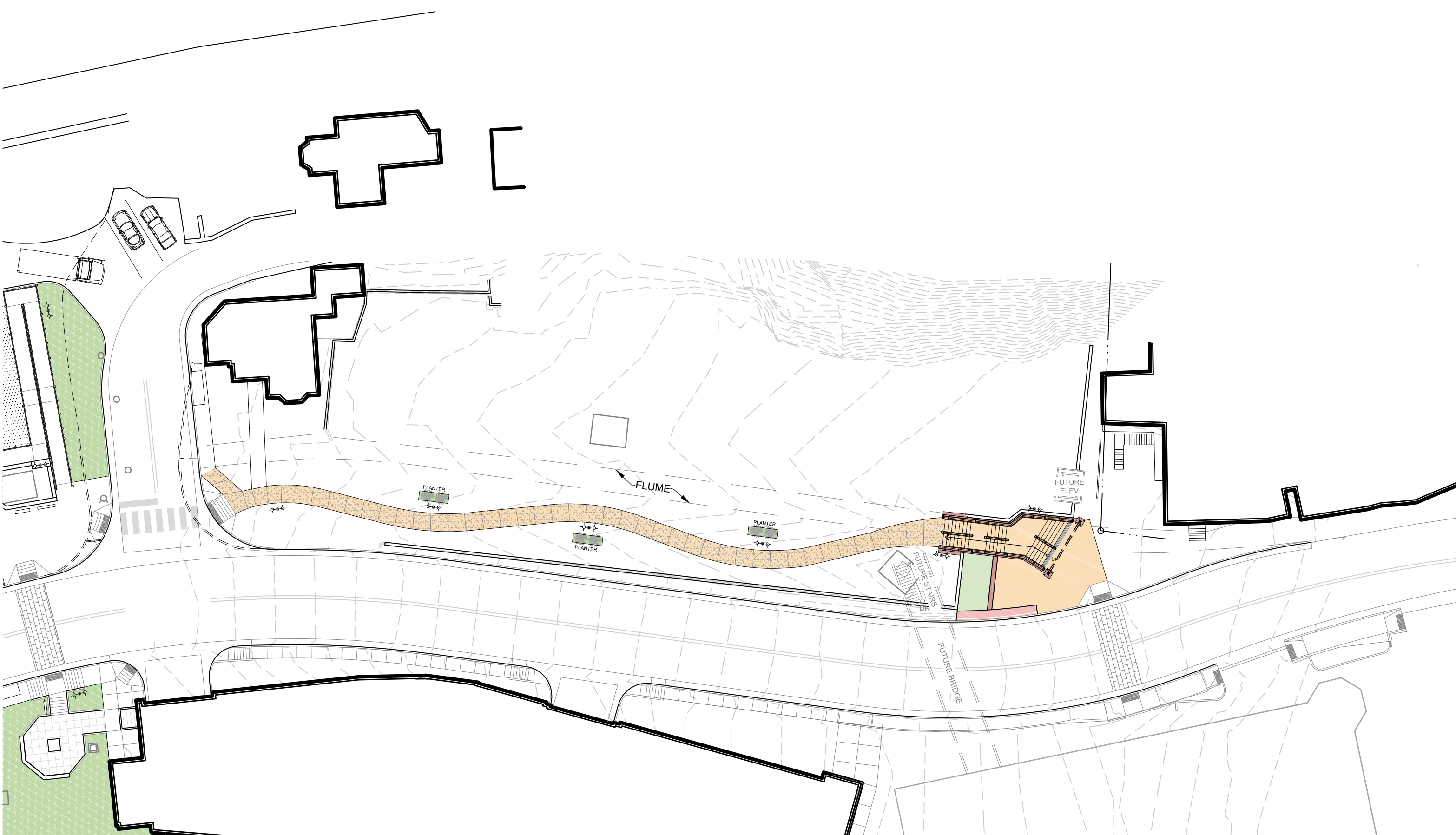
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			CM20DPL031767IV	01/26/2020	01/26/2021	Ea Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER  CITYBLK  City of Black Hawk PO Box 68 Black Hawk, CO 80422-0068	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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F:\2019.24\dwgs\gregory grand stair\Construct - Site Plan.dwg, 1/13/2020 12:22:05 PM



# GREGORY STREET GRAND STAIR

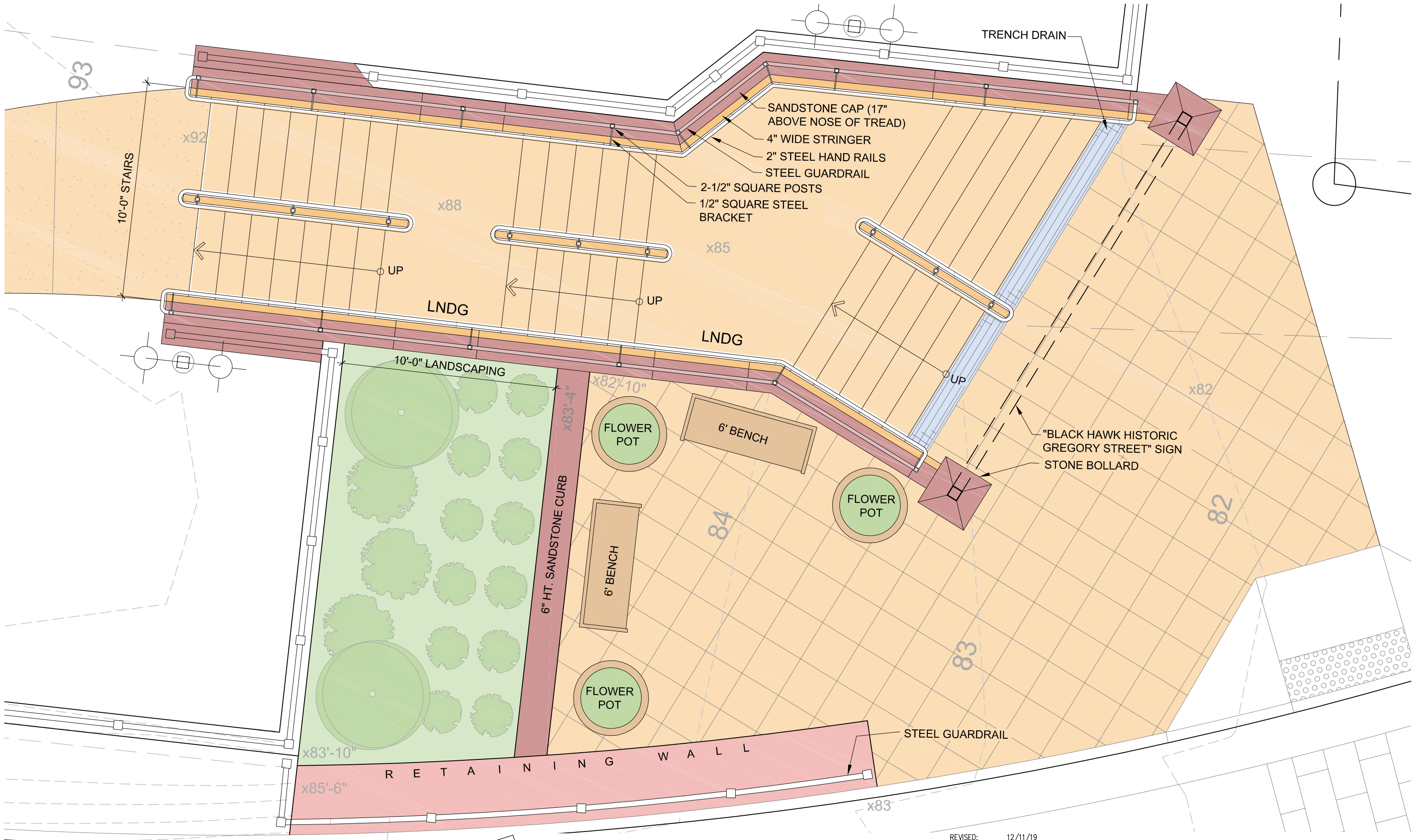
## BLACK HAWK, COLORADO

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

REVISED: 01/13/20  
PROJECT NO: 2019.24  
DATE: 11/04/19  
DRAWN BY: NAB

0    15    30  
SCALE: 1" = 30'-0"





# GREGORY STREET GRAND STAIR

## BLACK HAWK, COLORADO

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

REVISED: 12/11/19  
PROJECT NO: 2019.24  
DATE: 11/04/19  
DRAWN BY: NAB

0    2    4  
SCALE: 1/4" = 1'-0"





## GRAND STAIR - 4a

GREGORY STREET • BLACK HAWK, COLORADO



**RESOLUTION 15-2020**

**A RESOLUTION  
APPROVING THE  
PROFESSIONAL  
SERVICES AGREEMENT  
BETWEEN THE CITY OF  
BLACK HAWK AND PEH  
ARCHITECTS IN AN  
AMOUNT NOT TO  
EXCEED \$99,503.00 FOR  
DESIGN SERVICES  
PERTAINING TO THE  
MOUNTAIN CITY  
RAILING REPLACEMENT  
AND ELEVATOR  
INSTALLATION PROJECT**

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

**Resolution No. 15-2020**

**TITLE:       A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$99,503.00 FOR DESIGN SERVICES PERTAINING TO THE MOUNTAIN CITY RAILING REPLACEMENT AND ELEVATOR INSTALLATION PROJECT**

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

**Section 1.**     The City Council hereby approves the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$99,503.00 for design services related to the Mountain City Railing Replacement and Elevator Installation project, and authorizes the Mayor to execute the same on behalf of the City.

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

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

ATTEST:

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





## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 15-2020, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Mountain City Railing Replacement and Elevator Installation project.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 15-2020, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: “Approve Resolution 15-2020, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$99,503.00 for design services pertaining to the Mountain City Railing Replacement and Elevator Installation project.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Many of the existing wooden fences in Mountain City are deteriorating, as are some of the metal handrails and guardrails. This project would replace all of the wooden fences and most of the metal railings with new metal railings to provide historic character and continuity throughout Mountain City. Additionally, an elevator is proposed to provide ADA access to the upper tier of Mountain City buildings. This Professional Services Agreement with PEH Architects would authorize complete design services for the Mountain City railings and elevator, and provide administration services during construction.

**FUNDING SOURCE:** Program Expenses / Mountain City: 203-0000-502-58-43

**AGENDA DATE:** February 12, 2020

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

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

**PROJECT COMPLETION DATE:** Design to be completed by July 31, 2020

**DOCUMENTS ATTACHED:** Professional Services Agreement

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

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

# CITY OF BLACK HAWK, COLORADO



Professional Services Agreement for

**MOUNTAIN CITY RAILING REPLACEMENT AND**  
**ELEVATOR INSTALLATION**  
**ARCHITECTURAL SERVICES**

Black Hawk, CO 80422

February 2020



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and PEH Architects (hereinafter referred to as "Contractor").

### **RECITALS:**

- A. The City requires miscellaneous professional architectural services for the Mountain City Railing Replacement and Elevator Installation project (the "Project").
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

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

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

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

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

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

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

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

#### **IV. COMPENSATION**

- A. Compensation shall not exceed **Ninety-nine thousand five hundred three dollars (\$99,503.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
  - 1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24<sup>th</sup>) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24<sup>th</sup>) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24<sup>th</sup>) day of the following month.
  - 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.



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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 17, 2021.**

## **VI. PROFESSIONAL RESPONSIBILITY**

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

## **VII. COMPLIANCE WITH LAW**

- A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- B. Illegal Aliens.
  - 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Verification.
  - a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
  - b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
  - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
    - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
    - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.



5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

### **VIII. INDEMNIFICATION**

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## **IX. INSURANCE**

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
  2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
  3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
  4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury



or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

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

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

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

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

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

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

## **XV. NOTICE**

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

The City:

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

The Contractor:

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



**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PEH Architects**

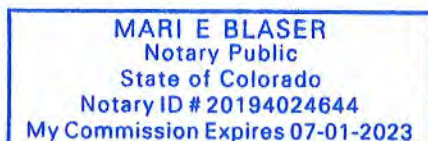
By: \_\_\_\_\_  
Its: PRESIDENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
3 day of FEBRUARY, 20 20, by  
PETER E. HEINZ as the PRESIDENT of  
PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(S E A L)



Mari E Blaser  
Notary Public

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: PEH Architects  
(Prospective Contractor)

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

Project Name Mountain City Railing and Elevator Architectural Services

Bid Number N/A Project No. 19012

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 3 day of FEBRUARY, 2020.

Prospective Contractor: PEH ARCHITECTS

By: Peter Heing

Title: PRESIDENT

## NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

**1. Check and complete one:**

☐ I, N/A, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

☐ I, N/A, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I, N/A, am a United States citizen or legal permanent resident.

*The City must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver's license or a Colorado identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

**OR**

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.*

N/A

Signature

\_\_\_\_\_  
Date



DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)

I, PETER E. HEINZ, as a public contractor under contract with the City of Black Hawk  
(the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

  
Contractor Signature

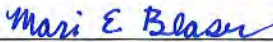
FEB. 3, 2020  
Date

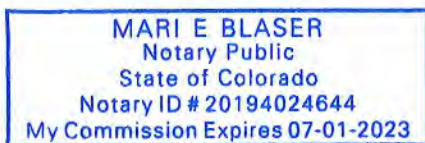
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3  
day of FEBRUARY, 2020, by PETER E. HEINZ as PRESIDENT  
of PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(S E A L)

  
Notary Public



## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

### **Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State driver's license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

### **Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

### **Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408 C: 303-818-4752  
email: peheinz@peharch.com

EXHIBIT A

## MEMORANDUM

Date: January 14, 2020

To: Stephen N. Cole, City Manager  
Matt Reed P.E.  
City of Black Hawk

From: Peter E. Heinz AIA  
Nathan P. Pillatzke AIA



Re: Mountain City Historic Park - Rehabilitation - Scope of Services  
Black Hawk, CO

The following is a summary of our proposed fee and scope of services for design of the rehabilitation of the site improvements and elevator at Mountain City Historic Park in Black Hawk.

1. Prepare conceptual exterior design schemes that illustrate the elevator and fence designs. Conceptual design to include presentation graphics for design review and marketing material for generating urban development interest.
2. Consensus approval by the City of Black Hawk team regarding the elevator and fence/rail replacement are itemized in the attached scope of work document. Design work will include the preparation of the Contract Document packages for Bid/Permit/Construction.
3. Administer the construction of the improvements that are detailed/described in the drawing packages for Bid/Permit/Construction. Perform "normal" construction related functions such as:
  - coordination/response to general contractor questions
  - review/approve of material and product submittals
  - on-site observation of the progress of construction
  - attendance at regularly scheduled OAC meetings (twice per month).
  - coordination the finalization of the construction and the "close-out" of the contractors work thru punch list walk-thrus.

Our approach to calculating A/E fees for this project is as follows:

Scope items 1 – Hourly. Paid through on-call contract.

**\$14,691 TRANSFERRED  
FROM ON-CALL CONTRACT  
TO THIS CONTRACT**

Scope items 2 & 3 – Lump Sum - A construction cost budget estimate for a project as follow:

		Low range	high range
Guardrail	830 LF	\$150 = 124,500	\$250 = 207,500
Handrail	180 LF	\$50 = 9,000	\$100 = 18,000
Flatwork @ greg	1,200 SF	\$80 = 96,000	\$140 = 168,000
Flatwork @ elev	780 SF	\$80 = 62,400	\$140 = 109,200
Elevator	1 LS	96,000	96,000
Shaft building	250 SF	\$400 = 100,000	\$500 = 125,000
		<b>\$487,900</b>	<b>\$723,700</b>

The average of the low & high cost range is \$605,800. An A/E fee (including building consulting engineering) of 14% will be used for this project scope resulting in a fee amount of \$84,812.



# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408 C:303-818-4752  
email: peheinz@peharch.com

## MEMORANDUM

Date: October 7, 2019  
REVISED 1/14/20

To: Matt Reed P.E.  
City of Black Hawk

From: Peter E. Heinz AIA  
Nathan P. Pillatzke AIA

Re: Mountain City Historic Park – Rehabilitation – Scope of work

Copy: Steve Cole - City Manager

Initial walk-thru of the property on 9/3/19 with the Mayor, Steve, Matt, Cindy, Peter, Nathan and Lance. It was observed that there is a lot of the existing site fencing in need of repair and/or replacement. It was the consensus that all new fencing should be steel in order to create a lasting value and reduce maintenance.

Lower Level - along Gregory Street – the stone retaining wall along the street, separating the street level sidewalk from the park sidewalk, will be lowered so that the new park sidewalk can "pour over" the top of the stone wall. The "pour over" will allow drainage and create a new bearing surface for the new steel fence.

1. Replace the wood picket fence in front of Carbis, Reeves and White.
2. Replace the "historic" metal fence in front of Graham and guardrail/fence in front of Stevenson.
3. Replace the wood picket fence on both sides of the stairs leading up to Lace and in front of and along the east side of Lace.

Mid-Level (Barn Level) – An open weave wire mesh fence (often found in residential properties along their side property lines) separates this level from the lowest level.

4. Replace the open weave wire mesh fence with a more appropriate and attractive "open" steel pattern. This fence occurs in the rear of Stevenson, Carbis, Reeves and Graham.
5. Replace the wood picket fence, on this level, but behind the Graham.
6. Review the guardrails/handrails of the two stairs that serve this level.
7. Review the guardrails/handrails of the accessible ramp along the west side of this level.

Upper Level – A wood picket fence (often found in residential properties along their front yard property lines) separates this level from the Mid-Level. A wood deck "boardwalk" provides access to the Peterson-Martin. All four buildings on this level are HC accessible – but there isn't an accessible path up onto this level.

8. Replace the wood picket fence in front of Whittick, Rough and Bradley.
9. Replace the metal fence and the wood deck "boardwalk" in front of Peterson-Martin.
10. Handrails, in the rear of the buildings, which provide protection for the existing accessible path between the buildings will remain.
11. Design elevator from Cooper Street or from Upper-Level.
12. Study how a small parking structure might be located in Cooper Street to provide additional parking for this eleven building historic park.
13. Site lighting and the landscape to be evaluated in the 2<sup>nd</sup> quarter of 2020 for rehabilitation and/or redesign. No design work included within this scope of work.



PEHARCH-01

JLONG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2020

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

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

<b>PRODUCER</b> Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	<b>CONTACT NAME:</b> Jeremy Long	
	<b>PHONE (A/C, No, Ext):</b> (303) 442-1484	<b>FAX (A/C, No):</b>
<b>INSURED</b>  PEH Architects, Inc. 1319 Spruce Street, Suite 207 Boulder, CO 80302	<b>E-MAIL ADDRESS:</b> jlong@taggartinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Company of America	
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6805H707450	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY			BA5C605406	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Blackhawk and and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.;

## CERTIFICATE HOLDER

## CANCELLATION

City of Black Hawk  
PO Box 68  
Black Hawk, CO 80402

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

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2019

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

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

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	2097982	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

2044845  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

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## **CERTIFICATE HOLDER COPY**

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

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)



PEHAR-1

OP ID: CK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

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

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

PRODUCER PUI Agency of Colorado, Inc PO Box 3412 Littleton, CO 80161-3412 Cindy L. King	720-465-9116	CONTACT NAME: PUI Agency of Colorado, Inc. PHONE (A/C, No, Ext): 720-465-9116 E-MAIL: cking@profunderwriters.com ADDRESS:	FAX (A/C, No): 248-553-8305
INSURED PEH Architects Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42307	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			CM20DPL031767IV	01/26/2020	01/26/2021	Ea Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
CITYBLK  City of Black Hawk PO Box 68 Black Hawk, CO 80422-0068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**RESOLUTION 16-2020**

**A RESOLUTION  
APPROVING THE  
PROFESSIONAL  
SERVICES AGREEMENT  
BETWEEN THE CITY OF  
BLACK HAWK AND PEH  
ARCHITECTS IN AN  
AMOUNT NOT TO  
EXCEED \$54,861.00 FOR  
DESIGN SERVICES  
PERTAINING TO THE  
LACE HOUSE  
REHABILITATION  
PROJECT**



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

**Resolution No. 16-2020**

**TITLE:       A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$54,861.00 FOR DESIGN SERVICES PERTAINING TO THE LACE HOUSE REHABILITATION PROJECT**

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

**Section 1.**     The City Council hereby approves the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$54,861.00 for design services related to the Lace House Rehabilitation project, and authorizes the Mayor to execute the same on behalf of the City.

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

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, CMC, City Clerk



## CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 16-2020, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Lace House Rehabilitation project.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 16-2020, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: “Approve Resolution 16-2020, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$54,861.00 for design services pertaining to the Lace House Rehabilitation project.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Lace House is considered Colorado’s premier example of Carpenter Gothic architecture. It was restored in the late 1970s and opened for tours. In 2008, it was moved from its original location on Main Street to its current location in Mountain City. It is the City’s vision to lead guided tours through the Lace House once again.

The exterior of the Lace House is in excellent condition and will need minimal restoration. However, all interior finishes must be restored to bring the Lace House up to museum-quality standards. Additionally, electrical, HVAC, and plumbing systems will be installed to meet current building code requirements. This Professional Services Agreement with PEH Architects would authorize complete design services for rehabilitation of the Lace House, and provide administration services during construction.

**FUNDING SOURCE:** Program Expenses / Lace House: 203-0000-502-58-34

**AGENDA DATE:** February 12, 2020

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

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

**PROJECT COMPLETION DATE:** Design to be completed by July 31, 2020

**DOCUMENTS ATTACHED:** Professional Services Agreement

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ No ☐ N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

Thomas Isbester, Public Works Director

**REVIEWED BY:**

Stephen N. Cole, City Manager

# CITY OF BLACK HAWK, COLORADO



**Professional Services Agreement for**

**LACE HOUSE REHABILITATION**  
**ARCHITECTURAL SERVICES**  
Black Hawk, CO 80422

**February 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PEH Architects** (hereinafter referred to as "Contractor").

### **RECITALS:**

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

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

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

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

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

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

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

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

#### **IV. COMPENSATION**

- A. Compensation shall not exceed **Fifty-four thousand eight hundred sixty-one dollars (\$54,861.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
  - 1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24<sup>th</sup>) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24<sup>th</sup>) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24<sup>th</sup>) day of the following month.
  - 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 17, 2021.**

## **VI. PROFESSIONAL RESPONSIBILITY**

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

## **VII. COMPLIANCE WITH LAW**

- A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- B. Illegal Aliens.
  - 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment



eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Verification.
  - a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
  - b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
  - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
    - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
    - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

## **VIII. INDEMNIFICATION**

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## **IX. INSURANCE**

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
  2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
  3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
  4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury



or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

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

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

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

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

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

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

## **XV. NOTICE**

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

The City:

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

The Contractor:

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



**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PEH Architects**

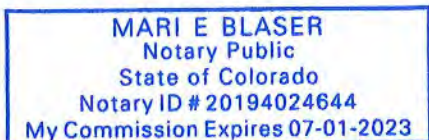
By: \_\_\_\_\_  
Its: PRESIDENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
3 day of FEBRUARY, 2020, by  
PETER E. HEINZ as the PRESIDENT of  
PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(S E A L)



Mari E Blaser  
Notary Public

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: PEH Architects  
(Prospective Contractor)

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

Project Name Lace House Architectural Services

Bid Number N/A Project No. 19021

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 3 day of FEBRUARY, 2020.

Prospective Contractor: PEH ARCHITECTS

By: 

Title: PRESIDENT

## NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

**1. Check and complete one:**

☐ I, N/A, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

☐ I, N/A, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I, N/A, am a United States citizen or legal permanent resident.

*The City must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver's license or a Colorado identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

**OR**

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.*

N/A  
Signature

\_\_\_\_\_  
Date




DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)

I, PETER E. HEINZ, as a public contractor under contract with the City of Black Hawk  
(the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

  
Contractor Signature


FEB. 3, 2020  
Date

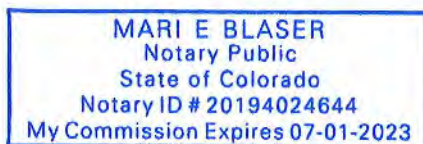
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3  
day of FEBRUARY, 20 20, by PETER E. HEINZ as PRESIDENT  
of PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(SEAL)

  
Notary Public



## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

### **Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State driver's license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

### **Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

### **Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408 C: 303-818-4752  
email: peheinz@peharch.com

EXHIBIT A

## MEMORANDUM

Date: January 14, 2020

To: Stephen N. Cole, City Manager  
Matt Reed P.E.  
City of Black Hawk

From: Peter E. Heinz AIA  
Nathan P. Pillatzke AIA



Re: Lace House Rehabilitation - 410 Gregory Street - Scope of Services  
Black Hawk, CO

The following is a summary of our proposed fee and scope of services for design of the rehabilitation of the Lace House, 410 Gregory Street in Black Hawk.

1. Participate in a walk-thru of the existing building with the City of Black Hawk team to observe the existing conditions and brainstorm extent of renovation.
2. Participate in a walk-thru with the historic consultant.
3. Review impact of existing building code and accessibility on preservation of the existing structure. Present and review impacts with the building official to confirm design direction.
4. Consensus approval by the City of Black Hawk team regarding the rehabilitation are itemized in the attached scope of work document. Design work will include the preparation of the Contract Document packages for Bid/Permit/Construction.
5. Administer the construction of the improvements that are detailed/described in the drawing packages for Bid/Permit/Construction. Perform "normal" construction related functions such as:
  - coordination/response to general contractor questions
  - review/approve of material and product submittals
  - on-site observation of the progress of construction
  - attendance at regularly scheduled OAC meetings (twice per month).
  - coordination the finalization of the construction and the "close-out" of the contractors work thru punch list walk-thrus.

Our approach to calculating A/E fees for this project is as follows:

Scope items 1, 2, 3 – Hourly. Paid through on-call contract.

\$2,923 TRANSFERRED  
FROM ON-CALL CONTRACT  
TO THIS CONTRACT

Scope items 4 & 5 – Lump Sum - A construction cost budget estimate for this 1,385 square foot two-store wood frame project could range between \$200 and \$300 per square foot resulting in a cost range of \$257,000 to \$415,500. The average within the cost range is \$346,250.

An A/E fee (including building consulting engineering) of 15% will be used for this project scope resulting in a fee amount of \$51,938.



# PEH ARCHITECTS

1720 14<sup>th</sup> Street Suite 100  
Boulder, Colorado 80302  
303-442-0408

## MEMORANDUM

Date: December 12, 2019  
*REVISED 12/13/2019*  
*REVISED 1/21/2020*

To: Matt Reed, City of Black Hawk  
Cynthia Linker, City of Black Hawk

From: Peter E. Heinz, AIA  
Nathan Pillatzke, AIA

Re: Lace House Rehabilitation – 410 Gregory Street - Scope of Work

Initial Site Review Meeting 9/3/2019.

Priority of Work needed:

### Foundation

1. Insulate foundation walls.
2. Condition or ventilate crawl space as allowable.
3. Install concrete housekeeping pad for furnace.
4. Install ladder access and access door to crawl space.

### Floor System

5. ~~Sister floor joists for museum loading use; reuse historic/existing floor joists where feasible.~~
6. Reuse historic & existing wood plank floor/subfloor where feasible.
7. ~~Level sloping floors to within reasonable tolerances.~~

### Roof System

8. ~~Sister and reinforce roof framing.~~
9. Reuse fiberglass batt insulation within roof and ceiling framing. Install new in work areas.
10. Existing roof shingles to remain. Verify attic ventilation is sufficient.
11. *Replace membrane roofing on the shed roof over the kitchen.*
12. *Replace membrane roofing on the roof over the front porch.*
13. ~~Install new gutters and downspouts at eaves. Drain to underground pipe or surface swale.~~

### Walls

14. ~~Sister wall studs were required.~~
15. Reuse fiberglass batt insulation within stud cavities where feasible. Install new in work areas.

### Site

16. Site improvements to be completed within Mountain City Improvements Project.

### Exterior Finishes

17. ~~Paint exterior using existing paint scheme.~~
18. Replace all non-historic exterior doors with period style wood doors.
19. Restore historic wood exterior doors. Refurbish functional hardware.
20. All exterior doors will remain as historic widths.
21. Replace non-historic windows with period style ~~aluminum clad~~ wood windows.
22. Install storm windows over historic gothic arch windows.

#### Interior Finishes

23. Interior plan to remain as-is.
24. Interior stair to remain as-is. Sand/paint edges, install new carpet runner.
25. Reinforce existing non-code-compliant guardrail at top of stair.
26. Install kitchen built-ins and other features as instructed by historic consultant.
27. Repair gyp board interior wall and ceiling finishes with gypsum board.
28. Replace wall paper throughout.
29. Repair interior trim (*painted*).
30. Existing plank flooring to remain unfinished. Install area rug/carpet allowing 16" of exposed unfinished wood plank flooring at room perimeter.
31. Restore historic interior wood doors (*painted*). Refurbish functional hardware.
32. Additional interior improvements may be identified by historic consultant review.

#### MP&E

33. Install single-zone forced air heating/cooling furnace in crawl space. Reuse existing ductwork where feasible, add necessary ductwork. Install cast iron register covers. Floor registers preferred.
34. Replace plumbing and plumbing fixtures within the restroom only.
35. Install waste & vent plumbing.
36. Install domestic water piping.
37. [Install radon exhaust system \(if radon test levels are above EPA recommended levels\)](#).
38. [Install](#) gas piping throughout.
39. Replace electrical wiring.
40. Reuse existing light fixtures. Specify new light fixtures as required.
41. Install exit signs and emergency lighting.
42. Provide data/CATV box locations on first floor for receptionist.
43. Install whole house surge protection.

#### Wood Outhouse

44. ~~Paint exterior—match existing color scheme.~~

#### Code Review

45. Prepare written report to be file with building office (if required). 1201.2
  - 1,385 Square foot (757sf first floor; 628sf second floor)
  - IBEC 2015 compliance.
  - B-occupancy per 1201.13 due to less than 3,000 sf.
  - Invite building office to review unsafe conditions? 1202.2
  - Live load calculations to be prepared to determine max occupancy. 1206.1
  - City of Black Hawk to provide video tour of first and second floor for accessibility.





PEHARCH-01

JLONG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2020

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

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

<b>PRODUCER</b> Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	<b>CONTACT NAME:</b> Jeremy Long	
	<b>PHONE (A/C, No, Ext):</b> (303) 442-1484	<b>FAX (A/C, No):</b>
<b>INSURED</b>  PEH Architects, Inc. 1319 Spruce Street, Suite 207 Boulder, CO 80302	<b>E-MAIL ADDRESS:</b> jlong@taggartinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Company of America	
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
		X		6805H707450	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO			BA5C605406	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Blackhawk and and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.;

## CERTIFICATE HOLDER

## CANCELLATION

City of Black Hawk PO Box 68 Black Hawk, CO 80402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2019

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

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

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N N / A	2097982	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

2044845  
City of Black Hawk  
PO Box 68  
Black Hawk, CO 80422

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **CERTIFICATE HOLDER COPY**

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

### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)



PEHAR-1

OP ID: CK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

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

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PRODUCER PUI Agency of Colorado, Inc PO Box 3412 Littleton, CO 80161-3412 Cindy L. King	720-465-9116	CONTACT NAME: PUI Agency of Colorado, Inc. PHONE (A/C, No, Ext): 720-465-9116 E-MAIL: cking@profunderwriters.com ADDRESS:	FAX (A/C, No): 248-553-8305
INSURED PEH Architects Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42307	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			CM20DPL031767IV	01/26/2020	01/26/2021	Ea Claim 2,000,000 Aggregate 2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

CITYBLK  City of Black Hawk PO Box 68 Black Hawk, CO 80422-0068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



**RESOLUTION 17-2020**  
**A RESOLUTION APPROVING**  
**AMENDMENT NO. 3 TO THE**  
**CMGC CONTRACT**  
**EXECUTED ON MAY 22, 2019**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND TAYLOR**  
**KOHR'S LLC, INCREASING**  
**THE GUARANTEED**  
**MAXIMUM PRICE (GMP) BY**  
**\$162,314.03 FOR COMPLETION**  
**OF ELECTRICAL WORK AND**  
**CHANGED SITE CONDITIONS**  
**FOR THE HIDDEN TREASURE**  
**TRAILHEAD PROJECT**

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

**Resolution No. 17-2020**

**TITLE:       A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CMGC  
CONTRACT EXECUTED ON MAY 22, 2019 BETWEEN THE CITY OF  
BLACK HAWK AND TAYLOR KOHRS LLC, INCREASING THE  
GUARANTEED MAXIMUM PRICE (GMP) BY \$162,314.03 FOR  
COMPLETION OF ELECTRICAL WORK AND CHANGED SITE  
CONDITIONS FOR THE HIDDEN TREASURE TRAILHEAD PROJECT**

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

**Section 1.**     The City Council hereby approves Amendment No. 3 to the CMGC  
contract executed on May 22, 2019 between the City of Black Hawk and Taylor Kohrs LLC,  
increasing the Guaranteed Maximum Price (GMP) by \$162,314.03 for the completion of  
electrical work and changed site conditions for the Hidden Treasure Trailhead Project.

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

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

ATTEST:

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



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 17-2020, a Resolution approving Amendment No. 3 to the CMGC contract for the Hidden Treasure Trailhead project. Amendment No. 3 would increase the Guaranteed Maximum Price (GMP) due to additional electrical scope, changed conditions and project delays.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 17-2020, the recommended motion is as follows: “Approve Resolution 17-2020, a Resolution approving Amendment No. 3 to the CMGC contract executed on May 22, 2019 between the City of Black Hawk and Taylor Kohrs LLC., increasing the GMP by \$162,314.03 for completion of electrical work and changed site conditions for the Hidden Treasure Trailhead project.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

City Council approved a CMGC contract with Taylor Kohrs to complete the Hidden Treasure Trailhead project on May 22, 2019. The initial CMGC contract authorized Taylor Kohrs to proceed with preconstruction services. On July 24<sup>th</sup> City Council approved Amendment 2 (\$2,599,631) which authorized the GMP with the caveat that the electrical scope was not complete and we were still working with CDOT on permits and approvals.

Amendment 3 to the Agreement primarily includes the final completed electrical scope including the hawks on either side of the bridge, delays and changes from CDOT, and additional excavation and stabilization of the south abutment area. This will bring the overall project GMP to \$2,761,945.03. There is still stabilization of the slope below the south abutment that is currently being designed and priced by the geotechnical consultant as well as some site railing that may be required. Staff will be coming back with that change.

Contractor has essentially moved off site until spring when the weather is more conducive to pouring the bridge deck and completing the fine grading, landscaping, and concrete work.

**FUNDING SOURCE:** Hidden Treasure Trailhead: 203-0000-502-58-16

**WORKSHOP DATE:** February 12, 2020

**ORIGINATED BY:** Tom Isbester

**PROJECT COMPLETION DATE:** July 31, 2020

**DOCUMENTS ATTACHED:** GMP Amendment 3, Exhibit A proposal.

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

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager



**AMENDMENT NO. 3**  
**ACCEPTANCE OF SCOPE CHANGES AND ADJUSTED GMP**

City of Black Hawk Hidden Treasure Trailhead Project  
February 12, 2020

This Amendment to the Agreement between the parties signing below shall establish the jointly agreed scope of Work, Schedule, and Guaranteed Maximum Price, in accordance with the terms of the CMGC Agreement dated May 22, 2019. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

**A.1. AMENDMENT 3 ADJUSTMENTS**

The Amendment 3 Adjustments include:

- Electrical scope including bridge hawks
- CDOT & Weather delays
- Addition excavation and stabilization on the south side
- Winter protection

Additional excavation and stabilization as identified by the on-site structural and geotechnical consultants.

**A.2. GUARANTEED MAXIMUM PRICE**

The increase in the GMP due to the Amendment 4 scope of work is \$162,314.03 as presented in Exhibit B. ✓

The total GMP is therefore Two Million Seven Hundred Sixty One Thousand Nine Hundred Forty Five and Three Cents (\$2,761,945.03). ✓

**A.3. CONTRACT TIME**

The date of Substantial Completion of the Hidden Treasure Trailhead is extended to July 31, 2020. ✓

**A.4. AUTHORIZATION TO PROCEED**

Based on the representations made herein, the CMGC is hereby authorized to:

- 1) Conclude negotiations with bidders and notify Owner of the intent to award subcontracts in accordance with the Agreement;
- 2) Commence construction in accordance with the Agreement pending procurement of required insurance, bonds and subcontractor registrations, and permits.



IN WITNESS WHEREOF the parties hereto each herewith subscribe the same.

CITY OF BLACK HAWK, COLORADO

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

ATTEST:

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

APPROVED AS TO FORM:

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

Taylor Kohrs, LLC

By: \_\_\_\_\_

Name: Scott D. Heasty

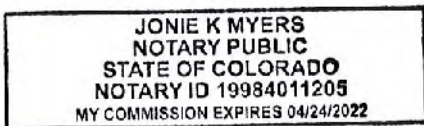
Title: Vice President Ops

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February,  
2020 by Scott D. Heasty, as Vice President Ops of  
Taylor Kohrs.

My commission expires: 4-24-2022  
Witness my hand and official seal.

Jonie K. Myers  
Notary Public



## Change Order

**Project:**

19-115 Black Hawk Hidden Trail  
8200 Highway 119  
Black Hawk, CO 80422

**Change Order: 2**

**Date: 1/31/2020**

**Architect's Project:**

**To Contractor:**

Taylor Kohrs LLC  
12160 Pennsylvania Street  
Thornton, CO 80241

The original Contract Amount was	\$2,599,631.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$2,599,631.00
The Contract will be increased by this Change Order in the amount of	\$162,314.03
The new Contract Amount including this Change Order will be	\$2,761,945.03

The date of Substantial Completion as of the date of this Change Order therefore is 7/1/2020

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

Stollus & Associates  
ARCHITECT  
5690 DTC Blvd., Suite 560E  
Greenwood Village, CO 80111

Taylor Kohrs LLC  
CONTRACTOR  
12160 Pennsylvania Street  
Thornton, CO 80241

City of Blackhawk  
OWNER  
987 Miners Mesa Rd  
Black Hawk, CO 80422

(Signature)

(Signature)

(Signature)

By

By

By

Date

Date

Date

SCOTT D. HEASTY  
2/3/2020



# TAYLOR KOHRS

*Successful Construction Experiences*

12160 Pennsylvania Street  
Thornton, CO 80241  
Ph 303-928-1800

## Change Order

**Project:**

19-115 Black Hawk Hidden Trail  
8200 Highway 119  
Black Hawk, CO 80422

**Change Order: 2**

Date: 1/31/2020

**Architect's Project:**
**To Contractor:**

Taylor Kohrs LLC  
12160 Pennsylvania Street  
Thornton, CO 80241

**The Contract is changed as follows:**
**Change Order No. 2**

1	CDOT Permit Delays	\$21,020.96
2	Weather Days	\$0.00
3	Added Electrical Scope	\$13,293.28
5	West Abutment Micro Pins	\$12,993.49
6	Additional Rock-Ex at West Abutment	\$16,152.22
8	Winter Protection Through Jan 17 2020	\$63,689.46
9	Addition of Die Cut Hawk Sign Back Plate	\$19,899.54
10	Bridge Revision for Requested 160 mph Wind Load	\$16,643.71
11	#5 Rebar Stirrups at 8inch on Center	\$576.87
12	Added Materials & Fabrication for Hawk Statue Relocation	\$5,422.54
13	Big R Bridge Credit	\$-10,147.00
14	Railing Fix per RFI 40	\$2,768.96

Total: \$162,314.03



**RESOLUTION 18-2020**  
**A RESOLUTION**  
**APPROVING THE SOIL**  
**NAIL AND**  
**STABILIZATION**  
**EASEMENT AGREEMENT**  
**WITH THE ROCKY**  
**MOUNTAIN**  
**EVANGELICAL FREE**  
**CHURCH FOR THE**  
**PROPERTY AT 331**  
**GREGORY STREET**

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

**Resolution No. 18-2020**

**TITLE:       A RESOLUTION APPROVING THE SOIL NAIL AND STABILIZATION  
EASEMENT AGREEMENT WITH THE ROCKY MOUNTAIN  
EVANGELICAL FREE CHURCH FOR THE PROPERTY AT 331  
GREGORY STREET**

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

**Section 1.**       The City Council hereby approves the Soil Nail and Stabilization Easement  
Agreement between the City and the Rocky Mountain Evangelical Free Church for property  
located at 331 Gregory Street, and authorizes the Mayor to execute the same on behalf of the City.

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

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

ATTEST:

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





## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 18-2020, a Resolution approving the Soil Nail and Stabilization Easement Agreement at 331 Gregory Street in the amount of \$10.00.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 18-2020, a Resolution approving the Soil Nail and Stabilization Easement Agreement at 331 Gregory Street, the recommended motion is as follows: “Approve Resolution 18-2020, a Resolution approving the Soil Nail and Stabilization Easement Agreement with the Rocky Mountain Evangelical Free Church for the property at 331 Gregory Street.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

A contractor is currently reconstructing the drainage flume between Church and High Streets. They identified a risk to the structural integrity of the historic church at 331 Gregory Street, due to the proximity of the construction to the church building. Therefore, an engineered soil nail system was designed to shore up the building foundation and mitigate this risk.

Thanks to prompt verbal and written approval by the authorized representative of the church, the soil nails were successfully installed on January 16<sup>th</sup>. This easement would formally memorialize the soil nail system.

**FUNDING SOURCE:** Gregory Street Plaza: 203-0000-502-58-14

**AGENDA DATE:** February 12, 2020

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

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

**PROJECT COMPLETION DATE:** Soil nails installed January 16, 2020

**DOCUMENTS ATTACHED:** Soil Nail and Stabilization Easement Agreement

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

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

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

## SOIL NAIL AND STABILIZATION EASEMENT AGREEMENT

THIS SOIL NAIL AND STABILIZATION EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rocky Mountain Evangelical Free Church, whose address is 331 Gregory Street, P.O. Box 452, Black Hawk, CO 80422 ("Grantor"), and the City of Black Hawk, Colorado, a home rule municipality of the State of Colorado, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422 (the "City").

WHEREAS, the City desires a perpetual non-exclusive easement to construct, reconstruct, operate, use, maintain, repair, replace, and/or remove soil nails in, to, through, over, under, and across a certain parcel of real property located in Black Hawk, Gilpin County, Colorado, as generally described in **Exhibit A** attached hereto (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to the City in the Easement Property for the aforesaid purpose and otherwise on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) paid by the City to Grantor, the covenants of the City herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby covenant and agree, as follows:

Section 1.     Grant of Easement. Grantor does hereby grant and convey unto the City, its successors, assigns, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, reconstruct, operate, use, maintain, repair, replace, and/or remove soil nails (the "Improvements") in, to, through, over, under, and across the Easement Property to the following terms and conditions:

A.     The City, its agents, successors, and permitted assigns, including Grantor, shall have and exercise the right of ingress and egress in, to, through, over, under, and across the Easement Property for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvements;

B.     Grantor shall not erect or construct or place any structure or building, whether temporary or permanent, that may interfere with the operation and maintenance of the Easement, or reasonable access by the City for reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvements;

C.     The City shall have the right to enter upon the Easement Property and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith. In addition, the City shall have the right, subject to Grantor's approval, to use so much of the adjoining Easement Property of Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement, and/or removal of the Improvements as may be reasonably required;

D. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements; and

E. Grantor may grant further easement interests in the Easement Property so long as such interests and uses are not inconsistent with the use of the Easement Property by the City, its successors, and permitted assigns as described herein, with such determination to be made, in writing and in the sole discretion of the City, prior to the grant of such an easement interest.

Section 2. Covenants of the City. The City hereby represents, covenants, and warrants in favor of Grantor and its successors and assigns, as follows:

A. The City shall protect the Easement Property from damage caused in whole or in part by acts or omissions of the City, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents;

B. In all activities undertaken on property belonging to Grantor by the City or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in a good and workmanlike manner;

C. The City shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property or any other lands owned by Grantor in such a manner that would violate applicable law. Any hazardous, toxic, or flammable substances used by the City, its employees, agents, contractors, subcontractors, successors, assigns, or lessees, in the use of the Improvements, shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to protection of health or the environment; and

D. Upon completion of the initial construction, the City, to the extent practicable, shall restore the Easement Property, including the surface of the ground and all landscaping, to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

Section 3. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.



Section 4. Release of Easement. The City agrees that as such time and, in the event that the Easement described herein be abandoned by the City, such Easement shall terminate and the real property interest represented by such Easement shall revert to Grantor, its heirs, successors, and/or assigns.

Section 5. Miscellaneous.

A. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

B. This Easement constitutes all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter hereof.

C. This Easement shall be of no force and effect until this Easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above written.

GRANTOR: ROCKY MOUNTAIN  
EVANGELICAL FREE CHURCH

Mark Anderson

BY: 

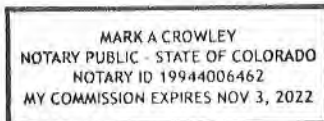
TITLE: Board Chairman

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

The foregoing instrument was acknowledged before me this 31st day of January,  
2020 by MARK ANDERSON, as BOARD CHAIRMAN,  
for ROCKY MOUNTAIN EVANGELICAL FREE CHURCH.

WITNESS my hand and official seal.

My Commission Expires: 11/03/2022



  
Notary Public

GRANTEE: CITY OF BLACK HAWK

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

ATTEST:

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

Approved as to legal form:

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

S

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# EXHIBIT A-1

PROPERTY  
BOUNDARY

PROPERTY  
BOUNDARY

APPROXIMATE LOCATION  
OF EIGHT (8) 15' SOIL  
NAILS. SEE EXHIBIT A-2  
FOR SOIL NAIL DETAILS.

CHURCH

331

8125.3  
F.F.

(E) DECK

ENTRY

8128.54

F.F.

ENTRY

PUBLIC RR  
341

406 SF

x24.46

DN

25.3x

DN

x23.66

(C)

x25.3

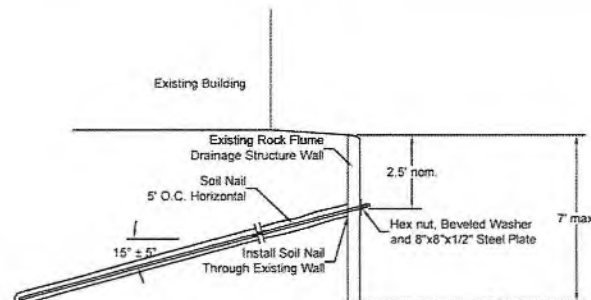
23.97x

ENTRY

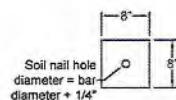
PROPERTY  
BOUNDARY



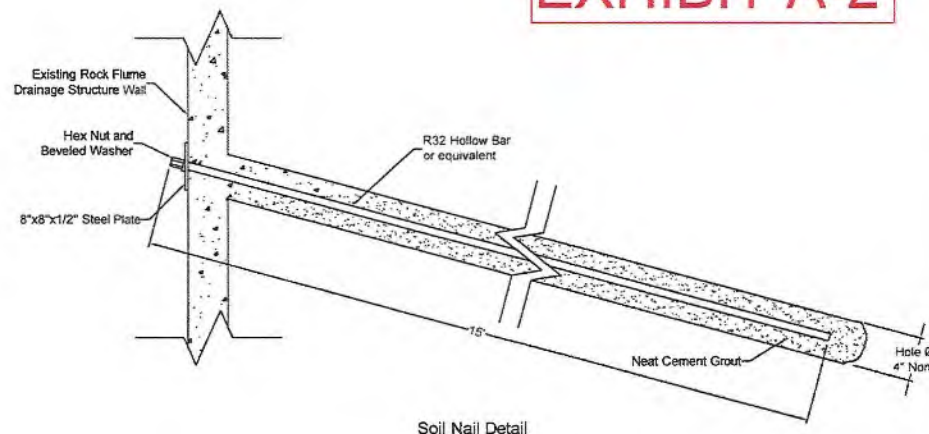
# EXHIBIT A-2



Typical Cross Section



Bearing Plate Detail



Soil Nail Detail

## 1.0 Soil Nail Materials

- 1.1 Soil nails - R32 hollow bar or equivalent.  
 $f_y = 75,000$  psi
- 1.2 Grout - Grout may be neat-cement or with sand, with Type I/II or III cement in accordance with ASTM C150. Water-cement ratio should be between 0.4 and 0.6.  
 $f_c = 3,000$  psi minimum
- 1.3 End hardware - Nuts and washers shall be in accordance with soil nail manufacturer's recommendations. Bearing plate shall be in accordance with ASTM A36, Grade 36.

## 2.0 Temporary Shoring Construction Sequence

- 2.1 Remove top and south side of existing rock flume drainage structure.
- 2.2 Install soil nails through rock flume approximately 5' O.C. Soil nail locations may vary from the specified spacing by up to 12".
- 2.3 Install the bearing plates and soil nail end hardware.

## 3.0 Temporary Shoring Design Parameters

- 3.1 The following values have been used for the design parameters:

Material Description	$\phi$ (deg)	$c$ (psf)	$\gamma$ (pcf)	$q_{ult}$ (psi)
Silty Sand and Gravel	30	50	125	12

- 3.2 The required allowable force for the soil nails is 905 lbs./lf.

- 3.3 Factors of safety:  
Pullout -  $FS = 2.0$   
Yield reduction factor -  $\alpha_t = 0.55$

## 4.0 Special Provisions

- 4.1 Shoring details may be modified by design engineer.
- 4.2 This design is valid only for this site and is to be constructed by HTM Construction only.
- 4.3 Temporary shoring construction sequence may be modified to accommodate actual field conditions.

GENERAL NOTES AND TYPICAL DETAILS

GREGORY STREET PLAZA  
TEMPORARY SHORING

HTM CONSTRUCTION CO.  
9605 W. Colfax Ave  
Lakewood, CO 80215  
Phone: 303-974-3007  
Fax: 303-500-5235



PREPARED FOR



SAC Design Group  
9605 W. Colfax Ave  
Lakewood, CO 80215  
Phone: 303-974-3007  
Fax: 303-500-5235

PREPARED BY

REVISIONS

PROJECT NUMBER: 22-061  
PLOT DATE: 1/9/28  
DRAWN BY: WCL  
CHECK BY: CLT  
SCALE: NTS

**RESOLUTION 19-2020**  
**A RESOLUTION**  
**APPROVING THE**  
**PROFESSIONAL**  
**SERVICES AGREEMENT**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND**  
**ALPINE ARTISAN**  
**STUDIOS FOR THE 2020**  
**CHRISTMAS DÉCOR**  
**PROGRAM IN AN**  
**AMOUNT NOT TO**  
**EXCEED \$175,000.00**

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

**Resolution No. 19-2020**

**TITLE:       A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND ALPINE ARTISAN STUDIOS FOR THE 2020 CHRISTMAS DÉCOR PROGRAM IN AN AMOUNT NOT TO EXCEED \$175,000.00**

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

**Section 1.**       The City Council hereby approves the Professional Services Agreement for Christmas decoration manufacture, refurbishment, installation, maintenance and removal with Alpine Artisan Studios in the amount not to exceed \$175,000.00

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

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

ATTEST:

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





## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 19-2020, a Resolution awarding the contract and authorizing the Mayor to execute the agreement for the acquisition of new products, refurbishment of existing products, installation, maintenance, and removal of the Christmas Decorations for the 2020 season.

**RECOMMENDATION:** If City Council chooses to approve Resolution 19-2020, the recommended motion is as follows: "Approve Resolution 19-2020, a Resolution approving the Professional Services Agreement between the City of Black Hawk and Alpine Artisan Studios for the 2020 Christmas Décor Program in an amount Not to Exceed \$175,000.00."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

This agreement will provide funding for the acquisition of new products, cleaning and refurbishment of existing products, installation, maintenance, and removal, inventory and condition report and storage of the Christmas décor for the 2020 season.

We are still working on the program for 2020, however, the contractor would like to do some of the cleaning and refurbishing now so that the salts and dirt don't sit on the products in storage until fall.

New items for 2020 will include garlands and bows for Chase Street and Dubois Street, Bobtail Street, and completing the swag for the parking garage.

**FUNDING SOURCE:** 010-1101-411-5827 Christmas Decorations

**WORKSHOP DATE:** February 12, 2020

**ORIGINATED BY:** Thomas Isbester/Gary Pauls

**STAFF PERSON RESPONSIBLE:** same

**PROJECT COMPLETION DATE:** February 29, 2021

**DOCUMENTS ATTACHED:** Agreement exhibit A

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

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **Alpine Artisan Studios** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **professional services for the ongoing manufacture, refurbishment, installation, maintenance and removal of the annual City Christmas Decorations** (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City **professional services for the ongoing manufacture, refurbishment, installation, maintenance and removal of the annual City Christmas Decorations** for the Project.

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

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

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

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

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

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000.00) for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.



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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by February 29, 2021.

## **VI. PROFESSIONAL RESPONSIBILITY**

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

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VII. COMPLIANCE WITH LAW**

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

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

## **VIII. INDEMNIFICATION**

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

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

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

## **IX. INSURANCE**

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.



B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

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

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

### **XIII. INDEPENDENT CONTRACTOR**

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

### **XIV. NO WAIVER**

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

### **XV. NOTICE**

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

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: Thomas Isbester, Public Works Director

The Contractor:

**Alpine Artisan Studios  
1170 W 120<sup>th</sup> Avenue  
Westminster, CO 80234**



**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Alpine Artisan Studios**

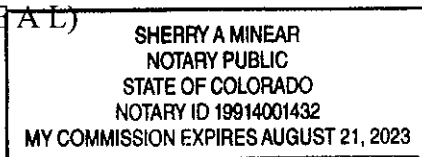
By: \_\_\_\_\_  
Its: PRESIDENT

STATE OF COLORADO )  
COUNTY OF Adams ) ss.  
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 6 day  
of Feb, 20 20 by  
\_\_\_\_\_ as the \_\_\_\_\_ of  
\_\_\_\_\_.

My commission expires: 8-21-23

(S E A L)



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

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: ALPINE ARTISAN STUDIOS  
(Prospective Contractor)

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

Project Name HOLIDAY DECOR

Bid Number \_\_\_\_\_ Project No. \_\_\_\_\_

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Prospective Contractor ALPINE ARTISAN STUDIOS

By: JENNIFER VANINI

Title: PRESIDENT

## NO EMPLOYEE AFFIDAVIT

### 1. Check and complete one:

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☒ I, J. VANINI, am an owner/member/shareholder of ALPINE ARTICAN STUDIOS a LLC [specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

### 2. Check one.

☒ I, J. VANINI, am a United States citizen or legal permanent resident.

*The City must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver's license or a Colorado identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

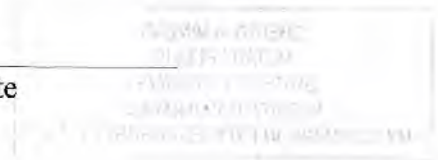
OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)

I, \_\_\_\_\_, as a public contractor under contract with the City of  
Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are  
newly hired for employment to perform work under this public contract for services ("Contract")  
with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. §  
1324a, which verify the employment eligibility and identity of newly hired employees who  
perform work under the Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly  
hired employees who perform work under the Agreement.

[Signature]  
Contractor Signature

\_\_\_\_\_  
Date

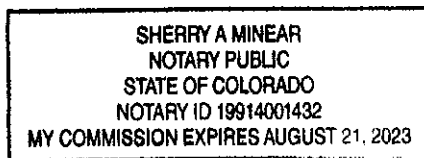
STATE OF COLORADO )  
COUNTY OF Adams ) ss. )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6 day of  
Feb, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

My commission expires: 8-21-23

(S E A L)

[Signature]  
Notary Public



## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

### **Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

### **Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

### **Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority







ALPIART-01

BHAGEN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2019

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

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

<b>PRODUCER</b> Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	<b>CONTACT NAME:</b> Matt Honea		
	<b>PHONE (A/C, No, Ext):</b> (303) 442-1484	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> mhonea@taggartinsurance.com		
<b>INSURED</b>  Alpine Artisan Studios, LLC 1170 W. 120th Ave. Westminster, CO 80234	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> The Cincinnati Indemnity Company		23280
	<b>INSURER B :</b> Pinnacol Assurance		41190
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		EPP0323796	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0323796	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0323796	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4169142	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Black Hawk and its officers and employees are included as additional insured on the General Liability with respect to ongoing and completed operations of the named insured for the certificate holder as required by written contract. General Liability coverage is Primary/Non-Contributory. All policy terms, conditions and exclusions apply.;

## CERTIFICATE HOLDER

## CANCELLATION

City of Black Hawk  
Public Works Director  
987 Miners Mesa Road  
PO Box 68  
Black Hawk, CO 80422

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

AUTHORIZED REPRESENTATIVE

Exhibit A

2020 Christmas Décor

1. Annual Cleaning & Refurbishment of Existing Décor	\$14,960.00
2. New Product & Product updates -TBD	\$80,285.94
3. Installation Supplies & Rentals	\$10,851.25
4. Installation Services	\$42,359.82
5. <u>Removal Services, condition report</u>	<u>\$26,542.99</u>
	\$175,000.00