



## REGULAR MEETING AGENDA

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

January 27, 2021  
3:00 p.m.

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

Join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join: <https://us02web.zoom.us/j/81021492692>

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

Webinar ID: 810 2149 2692  
International numbers available

Phone commands using your phone's dial pad while in a Zoom meeting:

- \*6 – Toggle mute/unmute
- \*9 – Raise your hand to make a public comment or to speak for or against a Public Hearing matter

**Public Comment:**  
If you wish to make a public comment during the meeting,  
please go to:

[https://www.cityofblackhawk.org/comment\\_signup](https://www.cityofblackhawk.org/comment_signup)

and provide your Name, Email address, and Telephone.

During the Public comment section of the meeting, the host will go to sign up to ask for comments from those who have signed up

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: January 13, 2021
7. PUBLIC HEARINGS:
  - A. CB4, An Ordinance Approving an Amendment to the Water Storage Agreement Between the City of Black Hawk and the Town of Georgetown
  - B. Local Liquor Licensing Authority Consideration to Approve a Change of Location for Chicago Dogs Eatery, Inc., dba Chicago Dogs Eatery, 488 Main Street, Unit A
8. ACTION ITEMS:

None
9. CITY MANAGER REPORTS:
10. CITY ATTORNEY REPORTS:

### 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

11. EXECUTIVE SESSION:

12. ADJOURNMENT:

**MISSION STATEMENT**

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



**City of Black Hawk  
City Council**

**January 13, 2021**

**MEETING MINUTES**

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, January 13, 2021, at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.  
  
Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Community Planning & Development Director Linker, Baseline Consultants Harris and Esterl, IT Manager Muhammad, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no changes to the agenda.
4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.  
  
City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.
5. **PUBLIC COMMENT:** City Clerk Greiner confirmed that no one had signed up for public comment.

6. APPROVAL OF  
MINUTES:

December 9, 2020

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

There was no discussion, and the motion unanimously.

7. PUBLIC HEARINGS:

**A. CB1, A Bill for an Ordinance Amending Chapter 6 of the Black Hawk Municipal Code and Adding a New Article XXI Creating a Licensing System for Retail Marijuana Hospitality and Sale Establishments**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item, that if approved, would authorize the other type of marijuana hospitality business. He said the City had previously adopted an ordinance that authorized the marijuana hospitality business of bringing your own marijuana to the business. He said this type would allow the business to sell the marijuana to its patrons to be consumed on-site. He added that with the addition of this other hospitality business, the City still only allows one type to be licensed; this just gives the City the flexibility to allow either type.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB1, a Bill for an Ordinance amending Chapter 6 of the Black Hawk Municipal Code and adding a new Article XXI creating a licensing system for Retail Marijuana Hospitality and Sale Establishments open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnsons to approve CB1, a Bill for an Ordinance amending Chapter 6 of the Black Hawk Municipal Code and adding a new Article XXI creating a licensing system for Retail Marijuana Hospitality and Sale Establishments.

**MOTION PASSED**

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



**B. CB2, An Ordinance Amending Sections 7-154 and 10-203 of the Black Hawk Municipal Code Relating to Tobacco Age Limits**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said this ordinance brings the City into compliance with Federal and State Law, changing the age to 21 years and older.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB2, an Ordinance amending Sections 7-154 and 10-203 of the Black Hawk Municipal Code relating to Tobacco Age Limits open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve CB2, an Ordinance amending Sections 7-154 and 10-203 of the Black Hawk Municipal Code relating to Tobacco Age Limits.

**MOTION PASSED**

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

**C. CB3, An Ordinance Approving the Amended and Restated Option and Lease Agreement with Vertical Bridge Development, LLC for the Installation and Maintenance of a Cellular Tower Facility on City Property on Miners Mesa**

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris went through his presentation of the faux water barrel designed T Mobile tower whose 55-foot height was approved last year. He said the 50 feet by 50 feet facility lease was approved in 2019 and noted that a revised access route to the lower part of the leased area would provide the City more access to its own property. He confirmed that this tower does not replace any other tower in that location.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB3, an Ordinance approving the amended and restated Option and Lease Agreement with Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve CB3, an Ordinance approving the amended and restated Option and Lease Agreement with Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa.

**MOTION PASSED**

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

**D. Resolution 1-2021, A Resolution Approving a Variance to Allow a Lot Size of 2.94 Acres and a Lot Depth of Between 100 and 200 Feet for the Proposed Lot 1 of the Golden Gilpin Mill Site Minor Subdivision**

**E. Resolution 70-2020, A Resolution Conditionally Approving the Golden Gilpin Mill Site Minor Subdivision (continued from December 9, 2020)**

Mayor Spellman read the titles and opened the public hearings.

Baseline Consultant Esterl introduced these items and went through her presentation. She explained that the minor subdivision is to join two lots into one, prompted by the applicant's proposed sand barn crossing both lots. She said the variance is for the lot area and width requirements not meeting the requirements found in the Municipal Code and noted that all criteria had been met to grant the variance request. She added that the City would work with the applicant to provide water service, but the applicant will need to work with the Black Hawk/Central City Sanitation District (BHCCSD) for an extension of their sanitary sewer mainline, in the meantime, a temporary facilities agreement is to be agreed upon between the applicant and BHCCSD with a note added to the plat as a condition of approval.

Baseline Consultant Harris concluded the presentation by noting that additional language would be added to the plat note regarding a pro-rata share; he read the additional language "the owner of Lot 1 of this plat herein shall be obligated to pay a pro-rata share of any future construction of a sanitary sewer mainline in the Highway 119 right-of-way, if and when such a project is constructed for the BHCCSD by others and/or the owner of Lot 1", and asked City Attorney Hoffmann to review it, noting that the BHCCSD and the applicant still need to review and approve it as well. City Attorney Hoffmann said it is adequate and went on to say that the reason behind adding this sentence is to ensure the applicant complies with the regulations of BHCCSD, and as a reference on the plat to recognize that the City does not provide sanitation service, so the applicant knows they have to go through the District.

Matt Collins, GS Mining Company, General Manager of the project, 7593 Hwy 119, Black Hawk, was present on behalf of the applicant and stated that the new language for the plat note is acceptable.

Alderman Midcap asked about the timeline of the project. Baseline Consultant Harris said the next step is for the applicant to submit their Site Development Plan, once approved, then they can get their building permits. Mr. Collins confirmed their goal is as soon as possible.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 1-2021, a Resolution approving a variance to allow a lot size of 2.94 acres and a lot depth of between 100 and 200 feet for the proposed Lot 1 of the Golden Gilpin Mill Site Minor Subdivision, and Resolution 70-2020, a Resolution conditionally approving the Golden Gilpin Mill Site Minor Subdivision open and invited anyone wanting to address the Board either “for” or “against” the proposed resolutions to come forward.

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

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 1-2021, a Resolution approving a variance to allow a lot size of 2.94 acres and a lot depth of between 100 and 200 feet for the proposed Lot 1 of the Golden Gilpin Mill Site Minor Subdivision, and Resolution 70-2020, a Resolution conditionally approving the Golden Gilpin Mill Site Minor Subdivision.

**MOTION PASSED**

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

**F. Resolution 2-2021, A Resolution Approving a Certificate of Architectural Compatibility for the Grand Staircase Located at 251 Gregory Street**

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris went through his presentation. Mayor Spellman asked Council to keep in mind the meandering sidewalk is a temporary placeholder until they get a building up there; that is why there is not a lot of landscaping right now in that area. He also wanted to point out that the lampposts are different from the current pedestrian street lights, but they are replicas of what is at Crook’s Palace and the Bobtail building. He added that the challenge on Gregory street is the grade, so they need grand features to draw people up to the area. He called this a signature piece for the City; this will be a landmark the public will recognize.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on Resolution 2-2021, a Resolution approving a Certificate of Architectural Compatibility for the Grand Staircase located at 251 Gregory Street open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

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

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 2-2021, a Resolution approving a Certificate of Architectural Compatibility for the Grand Staircase located at 251 Gregory Street.

**MOTION PASSED**

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

**8. ACTION ITEMS:**

**A. Resolution 3-2021, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this annual requirement to establish a designated public place to post meeting notices; nothing has changed.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 3-2021, a Resolution establishing a designated public place for the posting of meeting notices pursuant to C.R.S. § 24-6-402(2)(c).

**MOTION PASSED**

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

**B. Resolution 4-2021, A Resolution Approving Certain Service Agreements for Calendar Year 2021**

**C. Resolution 5-2021, A Resolution Approving Certain Service Agreements for Calendar Year 2021**

Mayor Spellman read the titles.

Public Works Director Isbester introduced these resolutions on behalf of Public Works and Community Planning & Development; he said these

were the annual agreements with consultants and contractors to supplement the City's staff to work on City projects throughout the year. Community Planning & Development Director Linker pointed out that even though there is a different name for the elevator inspection company, it is still the same; they just merged with a larger company, which should return a better Black Hawk service.

**MOTION TO  
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 4-2021, a Resolution approving certain Service Agreements for calendar year 2021, and Resolution 5-2021, a Resolution approving certain Service Agreements for calendar year 2021.

**MOTION PASSED**

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

**D. Resolution 6-2021, A Resolution Approving the Reorganization of the Police Department Records Division and Approving the Associated Job Descriptions**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that City Manager Cole, in the beginning of his position, had asked every department to review their personnel structure; the final department was in the Police Records Division to wait until the new Police Chief was hired. Police Chief Moriarty said she has now had a chance to evaluate the three different positions and recommends moving the Property and Evidence Technician position from reporting directly to the Administrative Commander to reporting to the Police Records Supervisor and changing the job descriptions as suggested. The reorganization will free the Commander's time and provide for more efficient operations. The Police Records Supervisor will now have two direct reports: the Property and Evidence Technician and the Police Records Specialist/Municipal Court Clerk.

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 6-2021, a Resolution approving the reorganization of the Police Department Records Division and approving the associated job descriptions.

**MOTION PASSED**

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

**E. Resolution 7-2021, A Resolution Ratifying the Approval of the Second Amendment to Subdivision Agreement Between the City of Black Hawk, Colorado and Monarch Growth, Inc.**

Mayor Spellman read the title.

City Manager Cole provided the history on this item. He said he conducted a phone poll call to Council on December 18, 2020, regarding a 2<sup>nd</sup> Amendment to the Monarch's Subdivision Agreement subject to Council's ratification. He said the purpose was to ensure the hotel, casino, and parking garage would be completed and operating under a Certificate of Occupancy by June 30, 2021, as a condition of issuing a Temporary Certificate of Occupancy for their existing hotel.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 7-2020, a Resolution ratifying the approval of the Second Amendment to Subdivision Agreement between the City of Black Hawk, Colorado and Monarch Growth, Inc.

**MOTION PASSED**

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

**F. Consideration of Approval to Waive Petitioning Requirements for Chicago Dogs Eatery, Inc.'s Change of Location**

Mayor Spellman read the title.

City Attorney Hoffmann explained that acting as the Local Liquor Licensing Authority, City Council is being asked to waive the petitioning requirements for Chicago Dogs Eatery, as they changed locations by a few thousand feet on the same floor and in the same building of the Monarch Casino. He said under the State Liquor Code, it is considered a Change of Location and requires a public hearing; as such, the process calls for the applicant to determine the needs and desires of the neighborhood, but since it is the same neighborhood as when originally approved, the applicant is asking for this requirement to be waived.

**MOTION TO  
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve waiving the petitioning requirements for Chicago Dogs Eatery, Inc.'s Change of Location.

**MOTION PASSED**

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

**9. CITY MANAGER  
REPORTS:**

City Manager Cole reported on the 5-Star Certification Program that the Gilpin County Commissioners are considering approval of at their January 19 meeting. In preparation for that approval, he said Jason Gumer of the Monarch has created a plan and will help the City adopt that plan in case the County decides to move forward. If the County were to approve our plan, then we will have to create a committee and each individual casino will have to create their own plan. He said in the end this would help us to operate at a lower level than the current rating on

the COVID Dial to allow casinos to have more occupancy, but unfortunately still without table games at this time.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE  
SESSION: City Attorney Hoffmann recommended item number 5 only for Executive Session.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:50 p.m. to hold a conference with the City's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED  
MOTION TO  
ADJOURN**

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

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:55 p.m.

**MOTION PASSED**

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

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 3:55 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 4  
ORDINANCE 2021-4  
AN ORDINANCE  
APPROVING AN  
AMENDMENT TO THE  
WATER STORAGE  
AGREEMENT BETWEEN  
THE CITY OF BLACK  
HAWK AND THE TOWN  
OF GEORGETOWN**



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

**COUNCIL BILL NUMBER: CB4**

**ORDINANCE NUMBER: 2021-4**

**TITLE: AN ORDINANCE APPROVING AN AMENDMENT TO THE WATER STORAGE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE TOWN OF GEORGETOWN**

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

Section 1. The City of Black Hawk hereby approves the amendment to the water storage agreement between the City of Black Hawk and the Town of Georgetown, amending the Intergovernmental Agreement Between Town of Georgetown and City of Black Hawk Regarding Supplement Water Storage in Georgetown Lake dated December 12, 2012, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

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

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

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

READ, PASSED AND ORDERED POSTED this 27<sup>th</sup> day of January, 2021.

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

ATTEST:

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



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Approve Council Bill 4, an Ordinance approving an Amendment to the Intergovernmental Agreement Between the Town of Georgetown and the City of Black Hawk Regarding Supplemental Water Storage in Georgetown Lake with the Town of Georgetown.

**RECOMMENDATION:** If City Council chooses to approve Council Bill 4, an Ordinance approving an Amendment to the Water Storage Agreement Between the City of Black Hawk and the Town of Georgetown, the recommended motion is as follows: "Approve Council Bill 4, an Ordinance approving an Amendment to the Water Storage Agreement Between the City of Black Hawk and the Town of Georgetown."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Georgetown Lake is owned by the Town of Georgetown. In 2007, Black Hawk acquired the right to store 100-acre feet of Vidler Water in Georgetown Lake from the City of Golden through the "Assignment and Water Delivery Agreement". In 2012, Black Hawk acquired the right to store an additional 54.5-acre feet of water in Georgetown Lake through the "Intergovernmental Agreement Between the Town of Georgetown and the City of Black Hawk Regarding Supplemental Water Storage in Georgetown Lake". Black Hawk currently owns the right to store 154.5-acre feet of water in Georgetown Lake. This amendment to the Supplemental Storage Agreement allows Black Hawk to store an additional 5.6-acre feet of storage in Georgetown Lake, giving Black Hawk a total of 160.1-acre feet of storage in Georgetown Lake. This additional 5.6-acre feet of storage is a result of the City's participation in the dredging operation two years ago.

**FUNDING SOURCE:** N/A

**WORKSHOP DATE:** January 27, 2021

**ORIGINATED BY:** James Ford

**STAFF PERSON RESPONSIBLE:** James Ford

**DOCUMENTS ATTACHED:** Amendment to the Intergovernmental Agreement Between the Town of Georgetown and the City of Black Hawk Regarding Supplemental Water Storage in Georgetown Lake

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

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen Cole, City Manager

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN TOWN OF GEORGETOWN AND CITY OF BLACK HAWK  
REGARDING SUPPLEMENTAL WATER STORAGE  
IN GEORGETOWN LAKE**

This Amendment (“Amendment”) amends the Intergovernmental Agreement between Town of Georgetown and City of Black Hawk Regarding Supplemental Water Storage in Georgetown Lake dated December 12, 2012 (“Supplemental Storage Agreement”), is executed on the dates shown below, and is effective on \_\_\_\_\_, (“effective date”) by and between the Town of Georgetown, Colorado (“Georgetown”), and the City of Black Hawk, Colorado, (“Black Hawk”), each a “Party” and collectively, the “Parties”.

**Recitals**

- A. The Parties each own and operate municipal water systems which supply water to their residents and other customers within their respective service areas.
- B. Georgetown owns and controls Georgetown Lake, an on-channel reservoir located on Clear Creek, in the SE 1/4 and portions of the NE 1/4 of Section 5, and the NE 1/4 of Section 8, Township 4 South, Range 74 West of the 6th P.M. in Clear Creek County, Colorado.
- C. The Parties are parties to the Vidler Agreement (which shall mean, collectively, all of the following contracts: that certain Water Supply and Storage Agreement dated August 17, 2000 (recorded with the Clear Creek County Clerk & Recorder at Reception No. 204247), the Memorandum of Understanding Concerning Georgetown Lake dated February 28, 2001 (recorded with the Clear Creek County Clerk & Recorder at Reception No. 209122), the Assignment and Water Delivery Agreement between the City of Golden and City of Black Hawk dated June 7, 2007 (recorded with the Clear Creek County Clerk & Recorder at Reception No. 245159), and the Memorandum of Understanding Concerning Georgetown Lake dated July 24, 2007 (recorded with the Clear Creek County Clerk & Recorder at Reception No. 245867, with the Gilpin County Clerk and Recorder at Reception No. 134541, and with the Jefferson County Clerk and Recorder at Reception No. 2007117138), pursuant to which Black Hawk, as successor-in-interest to Vidler Water Company, is authorized to store up to 100 acre-feet of water in Georgetown Lake.
- D. The Supplemental Storage Agreement authorizes Black Hawk to store an additional 54.5 acre-feet of water in Georgetown Lake, in addition to the amount that may be stored pursuant to the Vidler Agreement. When the Supplemental Storage Agreement was executed, the capacity of Georgetown Lake was understood by the Parties to be 386.25 acre-feet.
- E. The Parties also entered into a separate written memorandum of understanding dated March 14, 2018, for the design and construction management of the Georgetown Lake lagoon dredging project (“Dredging Project Agreement”). The dredging project (“Dredging Project”) contemplated by the Dredging Project Agreement has been completed and has resulted in creation of an additional 43.04 acre-feet of storage capacity in Georgetown Lake (“2020

Additional Storage Capacity”). The total storage capacity of Georgetown Lake following the Dredging Project is 429.29 acre-feet.

- F. The Vidler Agreement and the Supplemental Storage Agreement include provisions for allocation of Additional Storage Capacity (defined in paragraph 6.2 of the Supplemental Storage Agreement); however, the Parties disagree how these provisions are applied to allocation of the 2020 Additional Storage Capacity.
- G. This Amendment is intended to set forth the Parties’ agreement regarding allocation of the 2020 Additional Storage Capacity, and to provide a method for allocating Additional Storage Capacity that may be developed in the future.

NOW, THEREFORE, to resolve their disputes and differences, and in consideration of the mutual undertakings herein contained and the mutual benefits to the Parties, the receipt and sufficiency of which are acknowledged, Georgetown, and Black Hawk acknowledge and agree as follows:

1. Following the Dredging Project, the Georgetown Lake Capacity is 429.29 acre-feet and the 2020 Additional Storage Capacity is 43.04 acre-feet.
2. Black Hawk may store its water rights and supplies in 5.60 acre-feet of the 2020 Additional Storage Capacity (“Black Hawk Additional Storage Capacity”) without compensating Georgetown for such additional storage capacity as provided in the Vidler Agreement. Upon execution of this Amendment, the Black Hawk Additional Storage Capacity, 5.60 acre feet, shall be included in the Black Hawk Total Storage Capacity in Georgetown Lake, as defined and referenced in the Supplemental Storage Agreement. The remaining 2020 Additional Storage Capacity, 37.44 acre-feet, will be included in the Georgetown Total Storage Capacity, as defined and referenced in the Supplemental Storage Agreement.
3. With inclusion of the Black Hawk Additional Storage Capacity in the Black Hawk Total Storage Capacity, Black Hawk has a contractual right to store its water rights and supplies in a total capacity of 160.1 acre-feet in Georgetown Lake, subject to the terms and conditions of the Vidler Agreement and the Supplemental Storage Agreement as amended by this Amendment. With inclusion of the remaining 2020 Additional Storage Capacity in the Georgetown Total Storage Capacity, Georgetown has the right to store its water rights and supplies in the remaining capacity of 269.19 acre-feet in Georgetown Lake.
4. Commencing on the effective date of this Amendment, the Ratio defined in paragraph 4.0 of the Supplemental Storage Agreement is amended to reflect that the ratio of the Georgetown Total Storage Capacity to the Georgetown Lake Capacity is 62.7% and the ratio of the Black Hawk Total Storage Capacity to the Georgetown Lake Capacity is 37.3%. This revised Ratio will be used for all calculations in which the Ratio, as defined in the Supplemental Storage Agreement, is applied in the Vidler Agreement, Supplemental Storage Agreement, the January 8, 2014 Intergovernmental Agreement for Operation and Maintenance of Georgetown Lake (the “O&M Agreement”), and any other agreements in which the Ratio is applied, until such time as the Ratio is revised by written agreement.

5. Black Hawk's right to use the Black Hawk Additional Storage Capacity is its final and only entitlement or right to use the 2020 Additional Storage Capacity, and Black Hawk forever relinquishes any and all rights of first refusal, claims, entitlement or right to use up to 27% of the 2020 Additional Storage Capacity (11.62 acre-feet) as provided in the Vidler Agreement and the Supplemental Storage Agreement, and all rights of first refusal, claims, entitlement or rights to use any of the 2020 Additional Storage Capacity in excess of the Black Hawk Additional Storage Capacity. This Amendment constitutes a full and final settlement of any right of first refusal, claims, entitlements or rights Black Hawk may have to use the 2020 Additional Storage Capacity.

6. Operation of Georgetown Lake and use of the Parties' respective storage capacities (as such capacities are revised pursuant to this Amendment) will be in accordance with Supplemental Storage Agreement, the O&M Agreement, and, as applicable, the Vidler Agreement.

7. The Parties acknowledge that future dredging or other activities may result in a further increase in the Additional Storage Capacity beyond the 2020 Additional Storage Capacity. As provided in the Supplemental Storage Agreement, if the Parties agree in writing to enlarge the capacity of Georgetown Lake above 429.29 acre-feet by dredging, dam alterations, or other means, the costs of each such future enlargement shall be borne by the Parties pursuant to the Ratio that is in effect at the time such enlargement project is commenced. Each time Additional Storage Capacity is developed by the Parties, 14% of such Additional Storage Capacity will be made available to Black Hawk without compensating Georgetown for such Additional Storage Capacity as provided in the Vidler Agreement. Each time Additional Storage Capacity is developed by the Parties, Black Hawk shall have no right or entitlement to use any portion of such Additional Storage Capacity in excess of 14% unless the Parties agree in writing, and attach such agreed-upon allocation as an addendum to this Amendment. The Parties may agree to a different allocation of any Additional Storage Capacity as provided in paragraph 6.2.3 of the Supplemental Storage Agreement. Each time Additional Storage Capacity is created in Georgetown Lake, the Ratio will be adjusted to reflect the Parties' respective allocations of storage capacity in Georgetown Lake. Black Hawk may not lease, sell, convey, assign, or transfer any rights to storage capacity, including any Additional Storage Capacity, except as provided in the Vidler Agreement and the Supplemental Storage Agreement as amended by this Amendment.

8. Contemporaneously with execution of this Amendment, Black Hawk will execute a stipulation to entry of a water court decree in Case No. 2019CW3018, *Application of the Town of Georgetown*, Water Court, Water Division No. 1, in the form of the Draft Proposed Ruling Dated December 3, 2019, or a form that is no less restrictive on Georgetown than the Draft Proposed Ruling Dated December 3, 2019. Black Hawk will not oppose future diligence applications or applications to make absolute the storage rights originally decreed to Georgetown Lake in Case No. 99CW12, consolidated with Case No. 2007CW324, in the total amount of 386 acre-feet.

9. Black Hawk will not oppose an application or applications by Georgetown for one or more storage rights (including one refill right for each storage right) in Georgetown Lake for the total amount of water that can be stored in the 2020 Additional Storage Capacity, or for the total amount of water (including one refill right for each storage right) that can be stored in any future Additional Capacity that may be developed, provided any such application and any decree entered thereon states that Black Hawk has a right to store its water rights and supplies in the Black Hawk Additional Storage Capacity and any other Additional Storage Capacity which Black Hawk may be entitled to

use in the future, so long as the Vidler Agreement and the Supplemental Storage Agreement remain in effect. Should a conditional decree or decrees be awarded to Georgetown for such storage rights, Black Hawk agrees not to oppose any diligence applications or applications to make such storage rights absolute.

10. Georgetown will not oppose an application or applications by Black Hawk for one or more storage rights in Georgetown Lake for 60.1 acre-feet, representing the amount of water that can be stored in Georgetown Lake by Black Hawk in excess of the 100 acre-feet decreed in Case No. 2007CW327<sup>1</sup>, and a refill right in the total amount of 160.1 acre-feet (including the right to one refill pursuant to the 60.1 acre-foot storage right and one right to refill the 100 acre-foot capacity provided to Black Hawk pursuant to the Vidler Agreement, inasmuch as the decree in Case No. 2007CW327 did not decree a refill right), or an application or applications for the amount of water (including one refill right) that can be stored by Black Hawk in any future Additional Storage Capacity that may be developed and made available to Black Hawk, provided such application and any decree entered thereon states that Black Hawk's right to store its water rights in Georgetown Lake is subject to the terms of the Vidler Agreement, the Supplemental Storage Agreement and any amendments thereto, and any other agreements between Black Hawk and Georgetown. Should a conditional decree or decrees be awarded to Black Hawk for such storage rights, Georgetown agrees not to oppose any Black Hawk diligence applications or applications to make such water rights absolute.

11. If future measurements of Georgetown Lake or any water court proceedings involving the 2020 Additional Storage Capacity result in a determination that the 2020 Additional Storage Capacity is greater or less than 43.04 acre-feet, references herein to "2020 Additional Storage Capacity" shall refer to the additional storage capacity as finally determined by such measurements or water court proceedings. References to the Black Hawk Additional Storage Capacity will refer to an amount equal to 13% of the 2020 Additional Storage Capacity as determined by such measurements or water court proceedings, and the Black Hawk Total Storage Capacity, the Georgetown Total Storage Capacity and the Ratio shall be adjusted accordingly.

12. Except as otherwise amended herein, the Supplemental Storage Agreement remains in full force and effect. The Vidler Agreement and the O&M Agreement remain in full force and effect.

13. Each Party represents to the other that it is duly authorized to enter into this Amendment and that it has obtained all consents and authorizations necessary to enter into this Amendment and complete the transactions contemplated herein, and that upon execution and delivery, this Amendment will constitute a valid and binding obligation of the Party, enforceable in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization and similar laws.

14. This Amendment may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, on the dates shown below for each Party.

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<sup>1</sup> The amount of 60.1 acre-feet includes 54.5 acre-feet that may be stored in Georgetown Lake pursuant to the Supplemental Storage Agreement and 5.6 acre-feet of water that may be stored in the 2020 Additional Storage Capacity pursuant to this Amendment.

TOWN OF GEORGETOWN, COLORADO

By \_\_\_\_\_  
Police Judge

Date \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_

CITY OF BLACK HAWK, COLORADO

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

**LOCAL LIQUOR  
LICENSING AUTHORITY  
CONSIDERATION TO  
APPROVE A CHANGE OF  
LOCATION FOR CHICAGO  
DOGS EATERY, INC., dba  
CHICAGO DOGS EATERY,  
488 MAIN STREET, UNIT A**



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Chicago Dogs Eatery, Inc., Liquor License Change of Location located at 488 Main Street, Unit A, Black Hawk.

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen, acting as the Local Liquor Licensing Authority:

**MOTION TO APPROVE (or deny, etc.)** a Change of Location for Chicago Dogs Eatery, Inc.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On July 1, 2019 the Clerk's Office received an application for a Permanent Modification of Premises (boundard shifting due to construction) from Chicago Dogs Eatery, Inc., the State LED approved it on August 2, 2019.

It has been determined that this is more than a boundary shift due to construction and that the licensed premise is physically moving its location from the existing valet parking area (Area C) to the new hotel lobby area (Area B), see attached plans.

On December 18, 2020 the Clerk's Office received the Change of Location application from Chicago Dogs Eatery, Inc.

On January 14, 2021 a Public Hearing Poster was posted at the new location and a Public Hearing Notice was published in the paper.

On January 13, 2021 City Council waived the petitioning requirements for the needs and desires of the neighborhood, since it is still on the same floor and in the same building of the Monarch Casino.

**PUBLIC HEARING DATE:** January 27, 2021

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

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

**DOCUMENTS ATTACHED:** Application, Public Notice, Supporting Plans

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

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

**SUBMITTED BY:**



\_\_\_\_\_  
Staff Name, Staff Title

**REVIEWED BY:**



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

BLACK HAWK, COLORADO  
LIQUOR LICENSING AUTHORITY  
**FINDINGS AND DECISION**

WHEREAS, the City Council of the City of Black Hawk, acting as the Local Liquor Licensing Authority (the "Authority") has conducted a public hearing on the Change of Location application for Chicago Dogs Eatery, Inc., dba Chicago Dogs Eatery, 488 Main Street, Unit A; and

WHEREAS, required statutory notice of the public hearing was provided; and

NOW, THEREFORE, the Authority finds as follows:

1. The Application for the Change of Location is APPROVED.
2. The Authority finds based on the evidence presented at the hearing as follows:
  - a. That the applicant is qualified to change their location;
  - b. That the petitioning requirements were waived by the Authority on January 13, 2021;
  - c. That the results of the findings based on its investigation were found satisfactory.

PASSED, SIGNED, AND APPROVED THIS 27<sup>th</sup> DAY OF JANUARY, 2021.

LIQUOR LICENSING AUTHORITY

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

ATTEST:

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

DEC 18 2020

City of Black Hawk  
 Clerk's Office

FOR DEPARTMENT USE ONLY

# Permit Application and Report of Changes

Current License Number 0305176

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ \$750 per Michele Martin-City Clerk's Office

1. Applicant is a		Present License Number	
<input checked="" type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input type="checkbox"/> Limited Liability Company		0305176	
2. Name of Licensee Chicago Dogs Eatery, Inc.		3. Trade Name Chicago Dogs Eatery	
4. Location Address 488 Main St., Unit A			
City Black Hawk	County Gilpin	ZIP 80422	

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) ..... \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) ..... \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) ..... \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) ..... \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00 <input type="checkbox"/> Change Location Permit (ea) ..... 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>\$900.00 150</u> <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License ..... \$50.00	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		<b>TOTAL AMOUNT DUE</b> \$ .00

# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

## ☐ Section A

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

## ☐ Section B

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

## ☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.


<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <ol style="list-style-type: none"> <li>1. Certificate of Amendment filed with the Secretary of State, or</li> <li>2. Statement of Change filed with the Secretary of State, <u>and</u></li> <li>3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">Old Trade Name</td><td style="width: 50%;">New Trade Name</td></tr> <tr> <td>Old Corporate Name</td><td>New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> <u>12/18/2020</u>      <b>Date of Hearing</b> <u>01/27/2021</u></p> <p>(a) Address of current premises <u>488 Main St., Unit A</u></p> <p>City <u>Black Hawk</u> County <u>Gilpin</u> Zip <u>80422</u></p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address <u>SAME AS ABOVE (Boundary of Premises Shifting Due to Construction)</u></p> <p>City _____ County _____ Ownership docs. same as original Zip _____</p> <p><small>**The location is changing within the footprint of the same premises as the original location. The address, company structure, ownership and all other specifics remain the same as what was approved by the Council on 9/24/15.</small></p> <p>(c) New mailing address if applicable. <u>SAME AS ABOVE (Boundary of Premises Shifting Due to Construction)</u></p> <p>Address _____</p> <p>City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				



Change of Manager	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p><b>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</b></p> <p><b>NOTE:</b> Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>_____</p> <p>_____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p><b>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</b></p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p><b>10. Campus Liquor Complex Designation</b></p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p><b>11. Additional Related Facility</b></p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature 	Title C.O.O.	Date 12/18/2020
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**Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County) City of Black Hawk	Date filed with Local Authority 12/18/2020
Signature	Title
	Date

**Report of STATE Licensing Authority**

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of July 21, 2015 is between The Monarch Black Hawk Inc. ("Lessor") and Chicago Dogs Eatery Inc., a Colorado Corporation ("Lessee").

### **RECITALS:**

A. Lessor is the owner of that certain real property and improvements in Monarch Casino Black Hawk, as described in Exhibit A (the "Property").

B. Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor, upon the terms and conditions set forth in this Agreement.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, intending to be legally bound, Lessor hereby leases to Lessee the Property and Lessee hereby takes from Lessor the Property on the following terms:

1. TERM. The term of this Lease of the Property shall be for a period beginning upon August 1, and ending July 31, 2016 (12) months thereafter, and from month-to-month thereafter, unless sooner terminated by provisions hereinafter contained.

2. RENT. Lessee shall pay Lessor, without setoff, credit or deduction, a rental of \$1 per year, in advance, payable on the first day of each every calendar year during the term. Said rental shall be payable at such location as Lessor shall designate in writing. Lessor shall also be responsible to pay, when due, any and all other expenses, taxes, insurance, repairs, replacements and other items associated with the Property.

3. LICENSES. Lessee will use its best efforts to apply for and hold, all necessary licenses and permits including, but not limited to, a beer and wine license and operate its business on the Property, or any portions thereof. Lessee shall maintain such licenses or permits in good standing and obtain all necessary renewals thereof during the term of this Lease.

4. UTILITIES. Lessor shall furnish, at its own expense and



without contribution from Lessee, all electricity, gas, water, heat and air conditioning, and other required or desired utilities for Lessee's operation and use of the Property.

5. TAXES. Lessor agrees to pay all real and personal property taxes and special assessments on the Property during the term of the Lease.

6. MAINTENANCE AND UPKEEP. Lessor covenants and agrees to keep all parts of the Property, including but not limited to the improvements, utilities, water, sewer, physical systems, etc., in good working order and repair.

7. QUIET ENJOYMENT. Lessor covenants and agrees to keep Lessee in quiet and peaceful use and enjoyment of the Property so long as Lessee shall perform all covenants, agreements and conditions in this Lease on the part of the Lessee to be kept, paid and performed.

8. EMPLOYEES. Lessor shall supply to Lessee, at Lessor's sole expense, employees to operate the Property during hours and under search terms as are mutually agreed upon by the Parties.

9. COVENANTS OF LESSEE. Lessee expressly covenants and agrees:

A. To commit, or permit, no waste of the Property and no nuisance to exist thereon and more specifically shall keep the Property sanitary and provide for proper disposal of litter as required by law;

B. That the Property shall be used only for lawful purposes and shall not be used in violation of any applicable Federal and State laws, rules, regulations or local ordinances; that further, in the event of such violation, Lessee shall indemnify Lessor for any fines, damages and/r losses thereby incurred;

D. Not to assign this Lease or any part hereto without the prior written consent of Lessor, which shall be in Lessor's sole and absolute discretion.

10. EMINENT DOMAIN. If the whole or a substantial part of the Property shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchaser in lieu thereof, then, when possession shall be taken thereunder of the Property, or any part thereof, the rent shall be adjusted as of the time of such termination.

11. DEFAULT. In the event of a default by Lessee in the payment of

rent; or in the event the Lessee should fail to perform or observe any of the covenants, agreements, or obligations herein made or assumed by Lessee and such default continues for more than ten (10) days after written notice to Lessee of such default; or in the event of the insolvency of Lessee or the adjudication of Lessee as bankrupt, voluntary or involuntary; then, and in any such event, Lessor shall have all rights and remedies as allowed by law, statute or equity, including the right to declare this Lease canceled and forfeited and Lessor shall have the right to remove Lessee from the Property.

12. COSTS AND FEES. Should it become necessary for Lessor to secure the services of an attorney to enforce any of the provisions of this Lease, Lessee shall be responsible for all reasonable attorneys' fees associated therewith.

13. INSURANCE. During the term of this Lease, Lessor shall procure and maintain, at Lessor's sole expense, and with both Lessor and Lessee as named insureds:

A. Fire insurance with extended coverage for vandalism and malicious mischief, with an all-risk endorsement in an amount equal to at least ninety percent (90%) of the replacement cost of the improvements and personal property comprising the Property;

B. Comprehensive general liability insurance with broad liability endorsement, with such limits as may be reasonably determined by Lessor; and

C. Such other coverages as may be reasonably requested by Lessor, in such amounts as determined by Lessor, for operations of the type contemplated by this Lease.

14. NOTICES. All notices, demands and requests that may, or are required to be given by either party, shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, properly addressed to such place as either party from time to time may designate in a written notice to the other party. Notices, demands and requests shall be deemed served or given for all purposes hereunder at the time such notice, demand or request shall be personally delivered or received.

Miscellaneous Provisions.

A) This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

B) If any term, covenant, condition or provision of this Lease, or the application thereof, shall be invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each term, covenant, condition and provision of the Lease shall be valid and enforceable for the fullest extent permitted by law.

The parties hereto have executed this Lease Agreement as of the day and year first above written.

**LESSOR:**

Monarch Black Hawk Inc.


By: David Farahi, President

 7/21/15

**LESSEE:**

Chicago Dogs Eatery Inc.

By: Lisa Boyer, President

 7/21/15

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, dated as of September 15, 2015 is between The Monarch Black Hawk, Inc. ("Lessor") and Chicago Dogs Eatery Inc. ("Lessee").

### **RECITALS:**

A. Lessor and Lessee have entered that certain Lease Agreement dated July 21, 2015 ("Lease"), concerning the real property and improvements as set forth in Exhibit A of the Lease ("Property").

B. The parties desire to amend the Lease as set forth herein.

### FIRST AMENDMENT

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, intending to be legally bound, Lessor and Lessee hereby amend the Lease as follows:

1. PROPERTY. The Property shall be commonly known and designated as: 444 Main Street, Unit A, Black Hawk, Colorado 80422.

2. RATIFICATION. All other terms and provisions of the Lease are hereby ratified and confirmed by the parties.

#### **LESSOR:**

Monarch Black Hawk, Inc.

#### **LESSEE:**

Chicago Dogs Eatery, Inc.

By: 

David Farahi, President

*Craig Pleva, GM*

By: 

Lisa Boyer, President

## **SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT**, dated as of September 5, 2016 is between the Monarch Black Hawk, Inc. ("Lessor") and Chicago Dogs Eatery ("Lessee").

### **RECITALS:**

- A. Lessor and Lessee have entered that certain Lease Agreement dated July 21, 2015 ("Lease"), concerning the real property and improvements as set forth in Exhibit A of the Lease ("Property").
- B. The parties desire to amend the Lease as set forth herein.

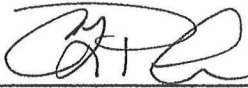
### **SECOND AMENDMENT**

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, intending to be legally bound, Lessor and Lessee hereby amend the lease as follows:

- 1. PROPERTY. The property shall be commonly known and designated as: 488 Main Street, Unit A, Black Hawk, Colorado 80422.
- 2. RATIFICATION. All other terms and provisions of the Lease are hereby ratified and confirmed by the parties.

LESSOR:

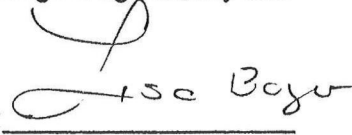
Monarch Black Hawk, Inc.

By: 

Craig Pleva, General manager

LESSEE:

Chicago Dogs Eatery Inc.

By: 

Lisa Boyer, President





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**SENT UNITED STATES MAIL, Certified**

December 20, 2020

City of Black Hawk  
ATTN: Ms. Michelle Martin  
PO Box 68  
Black Hawk, CO 80422

Re: **Chicago Dogs Eatery**  
***Report of Changes, Required Fees Enclosed***

Dear Michelle:

As promised in the correspondence that accompanied the application filing sent via electronic mail on December 18, 2020, enclosed please find check #2011, in the amount of \$150.00 as required state fees for this application, along with check #2012 in the amount of \$750.00 for the required local fees.

If you require anything additional in your review, please do not hesitate to contact me directly.

Thank you for your assistance in this matter.

Sincerely,  
**The Tipton Law Firm, P.C.**  
**A Colorado Professional Corporation**

By:



Cory E. Tipton, Esq., Vice President

## NOTICE OF PUBLIC HEARING

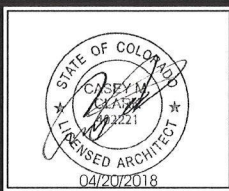
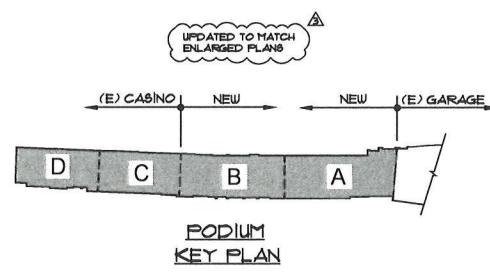
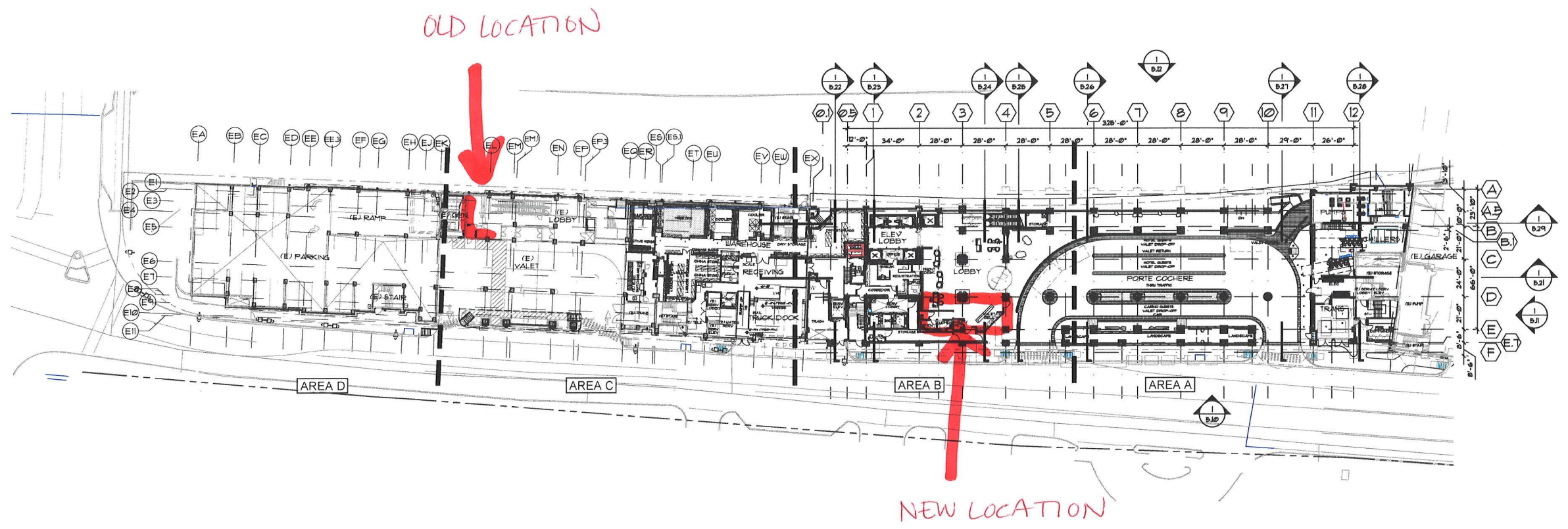
Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, shall hold a public hearing concerning a Change of Location for Chicago Dogs Eatery, Inc. located at 488 Main Street, Unit A, Black Hawk, CO 80422. The date the completed application was received by the City Clerk's office was December 18, 2020. Lisa Boyer is the Director, President, Secretary and Treasurer of Chicago Dogs Eatery, Inc. located at 488 Main Street, Unit A, Black Hawk, CO 80422.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, January 27, 2021 at 3:00 p.m. or as soon as possible thereafter. The City of Black Hawk is hosting virtual City Council meetings via Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time. This meeting will accommodate public engagement via a Zoom URL and/or phone number to join. Please go to the City of Black Hawk's website for further instructions prior to the meeting.

### ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC  
City Clerk





6151 Lakeside Drive  
Suite 1100  
Reno, Nevada 89511  
Phone: (775) 336-2883  
Fax: (775) 336-3382



# MONARCH

CASINO BLACK HAWK, COLORADO

Sheet Title :  
OVERALL LOBBY LEVEL FLOOR  
PLAN

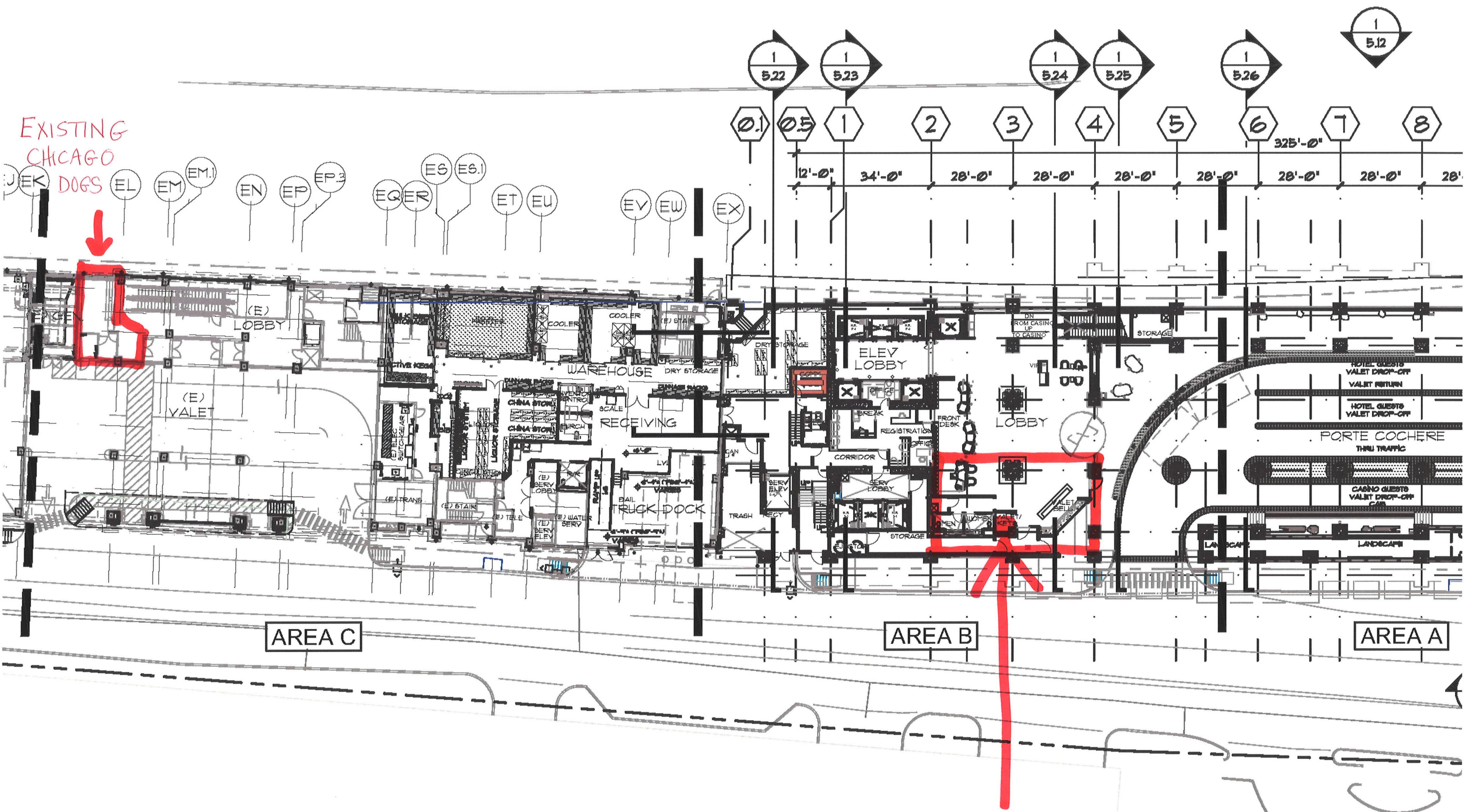
Revisions :  
A 10/26/16 PLAN CHECK  
A 10/26/16 PLAN CHECK  
A 10/26/16 PLAN CHECK  
A 10/26/16 PLAN CHECK

ISSUED FOR PERMIT & PRICING  
8/11/2016

project no MBA1161  
date 08/11/2016  
drawing name XP-LOBBY  
Sheet N37 of 41  
PODIUM HOTEL



EXISTING  
CHICAGO  
DOGS

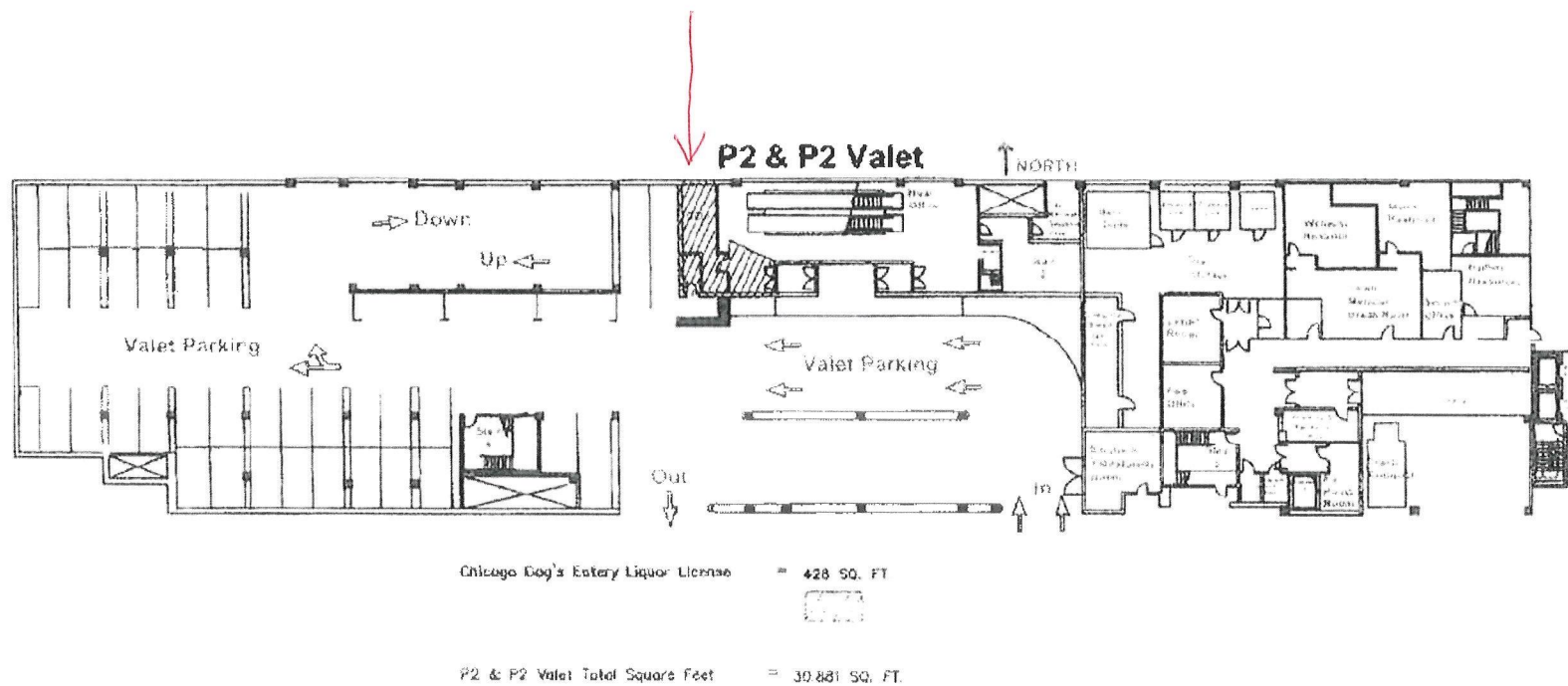


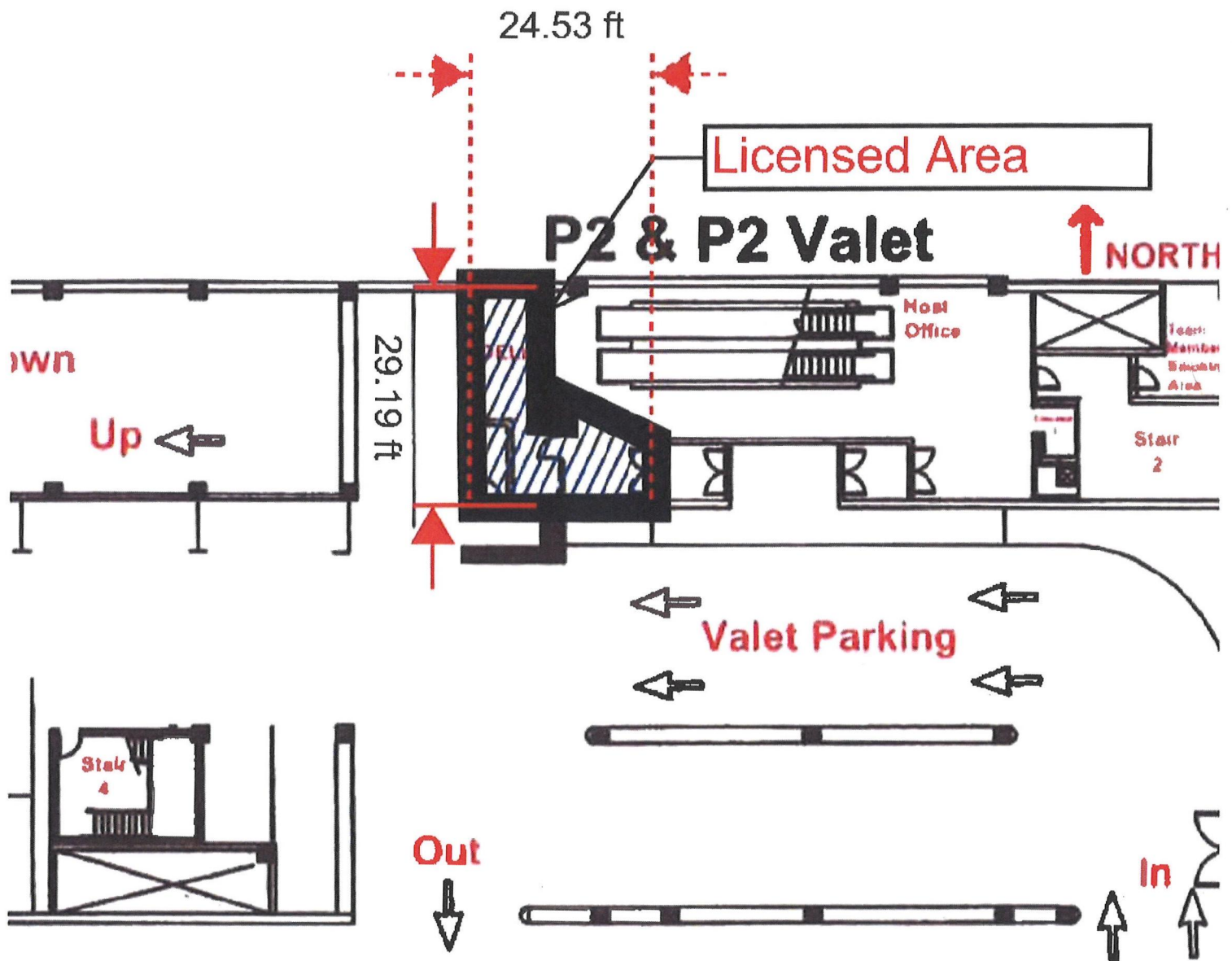
NEW LOCATION  
CHICAGO DOGS



Exhibit A

APPROVED CHICAGO DOGS LIQUOR LICENSE  
LOCATION - September 24, 2015





**Chicago Dog's Eatery Liquor License**

428 SQ. FT.



Chicago Dogs Eatery

455 Main Street

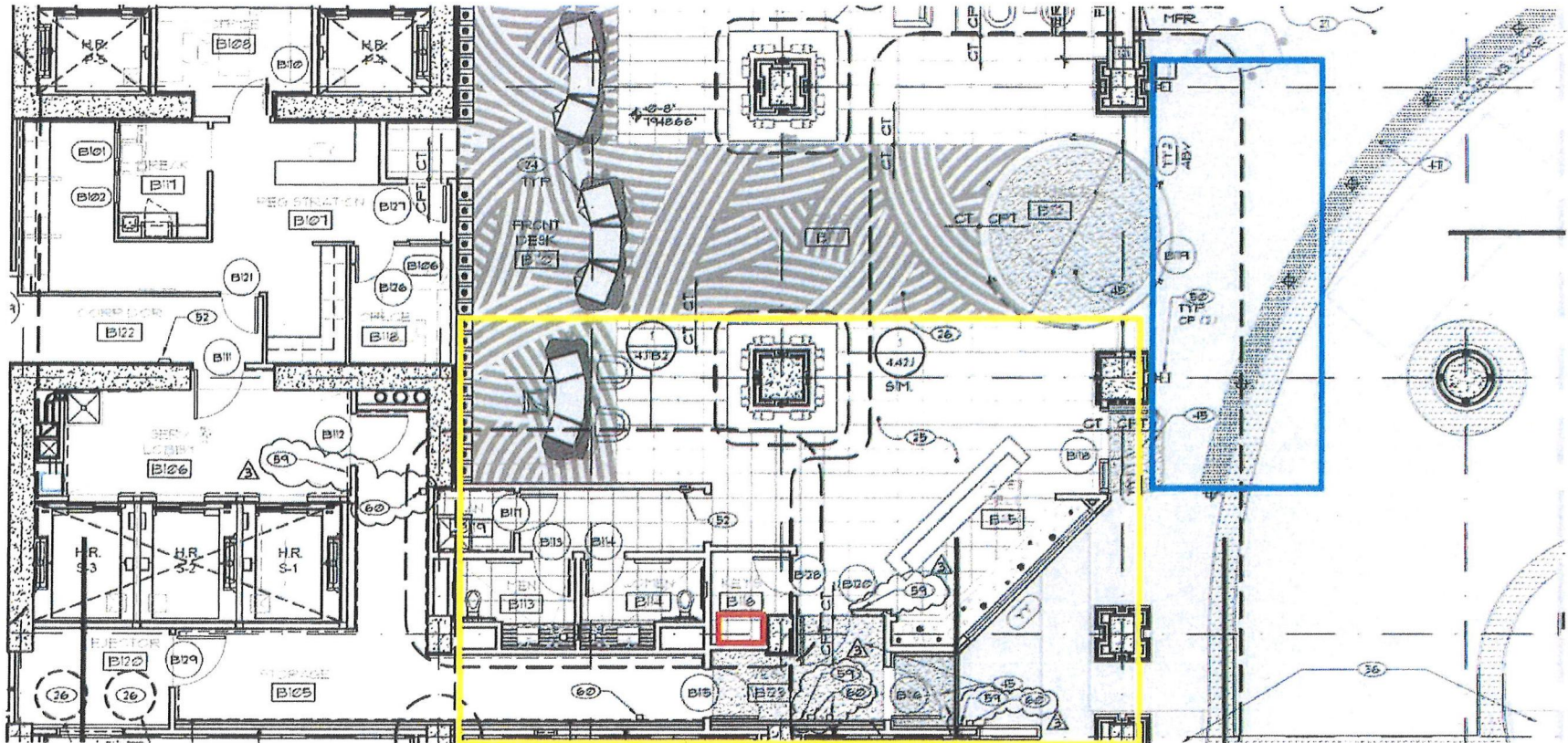
Black Hawk, CO 80422

Licensed Area

\*Measurements are approximate\*



# HOTEL LOBBY LOCATION



- Chicago Dogs Eatery Licensed Premises (2019 Change) *Submitted as a Modification of Premise in 2019*
- Chicago Dogs Cooler Location for Food Service (2019 Change)
- Updated Common Consumption Area (2019 Change)