

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

March 24, 2021

#### **JOINT WORK SESSION**

2:00 p.m.

Black Hawk City Council
Central City Council
Gilpin County Commissioners

https://zoom.us/j/93044814118 Meeting ID: 930 4481 4118

#### **REGULAR MEETING**

Immediately following Joint Work Session https://us02web.zoom.us/s/85252473131

Webinar ID: 852 5247 3131

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 the URL above.

**Or join by phone:** 888-475-4499 (Toll-Free)

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

and provide your Name, Email address, and Telephone.

During the Public comment section of the meeting, the host will
go in order of 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 and Sec. of State)
- 5. EXECUTIVE SESSION:

The City Council will be meeting in Executive Session 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).

- 6. PUBLIC COMMENT:
- 7. APPROVAL OF MINUTES: March 17, 2021

#### MISSION STATEMENT

#### 8. PUBLIC HEARINGS:

- A. CB7, An Ordinance Amending Sections of Articles 2, 3, and 4 of Chapter 6 of the Black Hawk Municipal Code
- B. CB8, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding Planning, Construction and Financing of the Miner's Mesa Sanitary Sewer Interceptor Line
- C. Resolution 14-2021, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan
- D. Resolution 15-2021, A Resolution Approving a Variance to Allow a Reduction of the Required Parking Spaces from 86 Parking Spaces to 66 Parking Spaces for the Hawk's Landing Airstream RV Campground

#### 9. ACTION ITEMS:

- A. Resolution 8-2021, A Resolution Conditionally Approving the Black Hawk Park Preliminary and Final Plat (continued from February 10, 2021 and March 17, 2021)
- B. Resolution 9-2021, A Resolution Approving the Site Development Plan and Certificate of Architectural Compatibility for the Development of an Airstream RV Campground Located on Lot 1, Black Hawk Park Subdivision (continued from March 17, 2021)
- C. Resolution 16-2021, A Resolution Approving the Agreement Regarding Cost Sharing for Water and Sanitary Sewer Line Construction Between the City of Black Hawk and Andrianakos Limited Liability Company
- D. Resolution 17-2021, A Resolution Accepting the JBS Pipeline Bid and Baseline Engineering Construction Management Proposal for the Miners Mesa Road Construction Project
- 10. CITY MANAGER REPORT: Introduction of New Employees
- 11. CITY ATTORNEY REPORT:
- 12. EXECUTIVE SESSION:
- 13. ADJOURNMENT:



#### City of Black Hawk City Council

#### March 17, 2021

#### **MEETING MINUTES**

1. CALL TO ORDER: Mayor Spellman called the regular meeting of the City Council to order

on Wednesday, March 17, 2021, at 3:00 p.m.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson,

Midcap, Moates, and Torres.

Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police

Chief Moriarty, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Water Manager Ford, City Engineer Reed, Community Planning & Development Director Linker, Baseline Engineering Consultants Harris and Esterl, IT Manager Muhammad, and Deputy City Clerk Martin.

PLEDGE OF

ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of

Allegiance.

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed there were no changes to the

agenda.

4. CONFLICTS OF INTEREST:

City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosured.

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. EXECUTIVE

SESSION: City Attorney Hoffmann recommended items number 2 and 5 only for

Executive Session regarding Ventana and legal advice on

intergovernmental relations and personnel matters.

MOTION TO ADJOURN INTO EXECUTIVE

SESSION Alderman Bennett MOVED and was SECONDED by Alderman

Johnson to adjourn into Executive Session at 3:03 p.m. 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 AND RECONVENE

Alderman Bennett MOVED and was SECONDED by Alderman

Johnson to adjourn the Executive Session and reconvene back into the

open special session at 3:37 p.m.

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

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

comment.

Mayor Spellman wanted to take a moment to compliment and congratulate the Public Works Department on how they handled the recent snowstorm; they did a great job. Alderman Bennett added that the Fire Department and Police Department were also out there helping out and clearing out resident's driveways. There was a round of applause in thanks to those departments.

7. APPROVAL OF

MINUTES: February 24, 2021

MOTION TO

APPROVE Alderman Armbright MOVED and was SECONDED by Alderman

Torres to approve the Minutes as presented.

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

#### 8. ACTION ITEMS:

# A. Resolution 8-2021, A Resolution Conditionally Approving the Black Hawk Park Preliminary and Final Plat

Mayor Spellman read the title of this Resolution continued from February 10, 2021.

City Attorney Hoffmann is asking Council for a motion to continue consideration of Resolution 8-2021 until the next regular Council meeting scheduled for March 24, 2021. He explained why. He said as part of the land use process under our Code, you have a subdivision and you have a site development plan, yet you can't have a site development plan without a subdivided lot, and you can't have a subdivided lot without an agreement to account for how infrastructure supporting those lots will be paid for. He said at this time, the City has no agreement on how the infrastructure will be paid for, so you can't approve the subdivision without that agreement. He said he believes the agreement will be finished this week, and if it is, then Council can consider approval at next Wednesday's meeting. Mayor Spellman asked to add to the motion that this will be the final continuation.

### MOTION TO CONTINUE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to continue the consideration of Resolution 8-2021 to the March 24, 2021, City Council meeting, noting this will be the final continuation.

#### MOTION PASSED

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

#### 9. PUBLIC HEARINGS:

#### A. CB6, An Ordinance Approving a Water Lease Agreement Between the City of Black Hawk and the County of Clear Creek

Mayor Spellman read the title and opened the public hearing.

Water Manager Ford explained this item. He said the City has an opportunity to lease water to Clear Creek County. He said Clear Creek County may have a shortfall of water with the low snowpack and may need additional supplies to meet their demand. The water leased to Clear Creek County would be supplied from water the City has stored in Guanella Reservoir through an agreement with the City of Golden. The Storage Agreement with Golden requires that any water remaining in the Reservoir at the end of each year is booked over to Golden. Instead of giving the water to Golden, the City would lease the water to the County, who would use the water to help meet their demand. The one-year lease

is for up to 30-acre feet of water at \$2,500 per acre-foot. Clear Creek County would use the leased water for one of their constituents to fill a small lake. Clear Creek County and the City jointly own Green Lake and have been good partners in sharing their water resources. This would be a win for both the City and the County, he said.

#### **PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB6, an Ordinance approving a Water Lease Agreement between the City of Black Hawk and the County of Clear Creek open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

#### MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve CB6, an Ordinance approving a Water Lease Agreement between the City of Black Hawk and the County of Clear Creek.

#### MOTION PASSED

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

B. Resolution 9-2021, A Resolution Conditionally Approving a Site Development Plan and a Certificate of Architectural Compatibility (CoAC) for Hawk's Landing Located at 990 Miners Mesa Road

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris delivered his presentation. He said the anticipation was for the Subdivision Agreement and plat to have been acted on, but as previously stated, there is no agreement, so staff will ask to continue this item also until March 24.

The presentation highlighted the Proposed Black Hawk Park Subdivision Plat and its proposed Lot 1, which is the Hawk's Landing Site Development Plan and CoAC. The site will consist of 50 iconic airstream trailer units to be renovated, a bar with outdoor seating and activities, a check-in building, and ADA sites. Staff has reviewed the application and submitted comments to which they are awaiting responses back from the applicant.

Another component of this application, he said, is a parking variance for the number of parking spaces. This is scheduled for a public hearing next week. He said he would go into more detail at that time, but to summarize, by Black Hawk's Municipal Code, 86 spaces are required, and only 66 are being proposed, so that they will be asking for a 20

parking space variance.

Staff believes the applicant has addressed and complied with the design standards for a Certificate of Architectural Compatibility and will address them specifically next week as the decision cannot be made today.

City Attorney Hoffmann reiterated that a site development plan could not take place until you have a subdivided lot, and you cannot have a subdivided lot until you have an agreement in place on how the infrastructure will be accounted for.

#### **PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 9-2021, a resolution conditionally approving a Site Development Plan and a Certificate of Architectural Compatibility (CoAC) for Hawk's Landing Located at 990 Miners Mesa Road 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 CONTINUE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to continue the consideration of Resolution 9-2021 to the March 24, 2021, City Council meeting.

#### MOTION PASSED

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

#### 10. ACTION ITEMS:

# A. Resolution 10-2021, A Resolution Approving the First Addendum to Professional Services Agreement with SAFEbuilt LLC

Mayor Spellman read the title.

Community Planning and Development Director Linker introduced this item and said it was an addendum to the Professional Services Agreement approved in January of 2021. This addendum is required because they are changing their Fee Schedule to add a City rate and Land Use Review rate.

#### MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 10-2021, a Resolution approving the

First Addendum to Professional Services Agreement with SAFEbuilt LLC.

#### MOTION PASSED

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

# B. Resolution 11-2021, A Resolution Making Certain Address Changes Within the City for Certain Properties on Gregory Street

Mayor Spellman read the title.

Baseline Consultant Esterl explained the discovery of duplicate addresses on Gregory Street both in Black Hawk and Central City. To minimize confusion and assist with emergency services, staff is requesting the addresses within the Gregory Street Plaza be changed as outlined in the packet.

#### MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 11-2021, a Resolution making certain address changes within the City for certain properties on Gregory Street.

#### MOTION PASSED

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

# C. Resolution 12-2021, A Resolution of the City of Black Hawk, Colorado, to File Water Court Application, Ratifying Prior Acts, and Authorizing the Taking of all Necessary Steps

Mayor Spellman read the title.

Water Manager Ford introduced this item and referred back to the Intergovernmental Agreement that was just approved in January with the Town of Georgetown regarding the additional water storage gained over the years in Georgetown Lake. He said to legally use that additional water; the City needs storage rights to it. He noted that one of the Water Decree questions that go before the Water Court is how was this initiated and, he said the easiest way is through a resolution declaring the City will take all the necessary steps. This resolution will allow the City's Water Attorney and Water Engineers to file the Decree for this water right.

#### MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 12-2021, a Resolution of the City of Black Hawk, Colorado, to file Water Court Application, ratifying prior acts, and authorizing the taking of all necessary steps.

#### MOTION PASSED

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

## D. Resolution 13-2021, A Resolution Adopting the Residential Exterior Paint Program Guide to Programs, Dated March 2021

Mayor Spellman read the title.

Community Planning and Development Director Linker noted that the City had initially adopted a Guide to Programs back in August 2014, and at that time, the City had bid out all paint projects, but in 2020 the City decided to enter into a Professional Services Agreement with Gonzales Custom Painting and renewed the agreement in 2021. In going through the current Guide from 2014, she said it was discovered that it needed a complete rewrite to reflect new procedures that are in place.

Staff has sent out letters to everyone eligible, which is 29 properties. She explained the process is on a first-come, first-serve basis, a scheduled zoom meeting so that the applicant is clear on what is required, and then staff will review each application with the City Manager. She said the painting would start in June and end by September.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 13-2021, a Resolution adopting the Residential Exterior Paint Program Guide to Programs, dated March 2021.

MOTION PASSED

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

11. CITY MANAGER

REPORTS: City Manager Cole had nothing to report.

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

13. EXECUTIVE

SESSION: There was no need for this Executive Session.

14. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council

adjourned at 4:07 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

7

# COUNCIL BILL 7 ORDINANCE 2021-7 AN ORDINANCE AMENDING SECTIONS OF ARTICLES 2, 3, AND 4 OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE

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

**COUNCIL BILL NUMBER: CB7** 

**ORDINANCE NUMBER: 2021-7** 

TITLE: AN ORDINANCE AMENDING SECTIONS OF ARTICLES 2, 3, AND 4 OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE

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

<u>Section 1</u>. Section 6-51 of the City of Black Hawk Municipal Code is hereby repealed and reenacted to read as follows:

#### Sec. 6-51. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Adult* means a person lawfully permitted to purchase alcohol beverages.

*Alcohol Beverages* means fermented malt beverage, or malt, vinous, or spirituous liquors; except that "alcohol beverage" shall not include confectionary containing alcohol within the limits prescribed by Section 25-5-401(1)(i)(III), C.R.S.

**Bed and Breakfast** means an overnight lodging establishment that provides at least one (1) meal per day at no charge, other than a charge for overnight lodging, and does not sell alcohol beverages by the drink.

**Brewer** means any establishment where malt liquors are manufactured, except pre pubs licensed under this Article.

**Brew Pub** means a retail establishment that manufactures not more than one million eight hundred sixty thousand (1,860,000) gallons of malt liquor on its premises each year.

**Brewery** means any establishment where malt liquors are manufactured, except brew pubs licensed under this Article.

City Clerk means the City Clerk of the City of Black Hawk, acting in the City Clerk's capacity as the Secretary of the Local Licensing Authority, having the

authority vested in the City Clerk under this Article and under Articles 3 and 4 of Title 44, C.R.S.

*City Council* refers to the City Council of the City of Black Hawk acting in its capacity as the local; licensing authority under the Colorado Liquor Code, as the same may be amended from time to time.

#### *Club* means:

- (a) A corporation that:
  - 1. Has been incorporated for not less than three years;
  - 2. Has a membership that has paid dues for a period of at least three years; and
  - 3. Has a membership that for three years has been the owner, lessee, or occupant of an establishment operated solely for objects of a national, social, fraternal, patriotic, political, or athletic nature, but not for pecuniary gain, and the property as well as the advantages of which belong to the members.
- (b) A corporation that is a regularly chartered branch, or lodge, or chapter of a national organization that is operated solely for the objects of a patriotic or fraternal organization or society, but not for pecuniary gain.

**Distill** or **Distilled** means the process by which alcohol that is created by fermentation is separated from the portion of the liquid that has no alcohol content.

**Distillery** means any establishment where spirituous liquors are manufactured.

#### **Distillery Pub** means a retail establishment:

- (a) Whose primary purpose is selling and serving food and alcohol beverage for on-premises consumption; and
- (b) That ferments and distills not more than forty-five thousand (45,000) liters of spirituous liquor on its licensed premises each calendar year.

**Fermented Malt Beverage** means malt liquors, when purchased by a fermented malt beverage retailer from a licensed wholesaler or when sold by a retailer licensed to sell fermented malt beverages; except "fermented malt beverage" does not include confectionery containing alcohol within the limits prescribed by section 25-5-410 (1)(i)(II).

**Fine** means a form of discipline imposed pursuant to this Article. When a fine is an independent form of discipline, the fine shall not be less than five hundred dollars (\$500.00) nor more than one hundred thousand dollars (\$100,000.00). When a fine is in lieu of suspension, the fine shall be the equivalent of twenty (20%) of the retailer licensee's estimated gross revenues from sales of alcohol beverages during the period of the proposed suspension, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one hundred thousand dollars (\$100,000.00).

**Good Cause**, for the purpose of refusing or denying a license renewal or initial license issuance means:

- (a) The licensee or applicant has violated, does not meet, or has failure to comply with any of the terms, conditions, or provisions of this Article or any rules and regulations promulgated pursuant to this Article;
- (b) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
- (c) In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in Section 44-3-301(2), C.R.S.; or
- (d) Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct. For purposes of this subsection, "disorderly conduct" has the same meaning as provided in Section 18-9-106, C.R.S.

*Hard Cider* means an alcohol beverage containing at least one-half of one percent (½%) and less than seven percent (7%) alcohol by volume that is made by fermentation of the natural juice of apples or pears, including but not limited to flavored hard cider and hard cider containing not more than 0.392 grams of carbon dioxide per hundred milliliters. Hard cider shall be treated as a vinous liquor except where expressly provided otherwise.

*Hotel* means any establishment with sleeping rooms for the accommodation of guests and having restaurant facilities.

*Inhabitant* means an individual who resides in a given neighborhood or community for more than six months each year.

**Lewd** or **Indecent Behavior** means performing acts of or acts which simulate:

- (a) Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual act which are prohibited by law;
- (b) The touching, caressing, or fondling of the breast, buttocks, anus, or genitals;
- (c) The displaying of the pubic hair, anus, vulva, or genitals; or
- (d) The displaying the post-pubertal human female breast below a point immediately above the top of the areola, or the displaying of the post-pubertal human female breast where only the nipple or the nipple and the areola are covered.

*License* means a grant to a licensee to manufacture or sell alcohol beverages as provided by this Article.

*Licensed Premises* means the premises specified in an application for a license under this Article that are owned or in possession of the licensee within which the licensee is authorized to sell, dispense, or serve alcohol beverages in accordance with this Article.

Licensee means a person holding a license issued pursuant to this Article.

**Limited Winery** means any establishment manufacturing not more than one hundred thousand (100,000) gallons, or the metric equivalent thereof, of vinous liquors annually.

*Liquor License* shall include the following classes of licenses:

- (a) Arts license;
- (b) Beer and wine license;
- (c) Brew pub license;
- (d) Club license;
- (e) Distillery license;
- (f) Distillery pub license;
- (g) Hotel and restaurant license;
- (h) Liquor licensed drugstore license;

- (i) Lodging and entertainment facility license;
- (j) Optional premises license;
- (k) Racetrack license;
- (1) Retail liquor store license; and
- (m) Tavern or gaming tavern license.

*Liquor-licensed drugstore* means any drugstore licensed by the state board of pharmacy that has also applied for and has been granted a license by the state licensing authority to sell malt, vinous, and spirituous liquors in original sealed containers for consumption off the premises.

**Location** means a particular parcel of land that may be identified by an address or by other descriptive means.

#### **Lodging and entertainment facility** means an establishment that:

- (a) Is either: (I) A lodging facility, the primary business of which is to provide the public with sleeping rooms and meeting facilities; or (II) An entertainment facility, the primary business of which is to provide the public with sports or entertainment activities within its licensed premises; and
- (b) Incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the premises and has sandwiches and light snacks available for consumption on the premises.

**Malt Liquor** includes beer and means any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination thereof, in water containing not less than one-half of one percent (½%) alcohol by volume.

*Meal* means a quantity of food of such nature as is ordinarily consumed by an individual at regular intervals for the purpose of sustenance.

*Medicinal Spirituous Liquors* means any alcohol beverage, excepting beer and wine, that has been aged in wood for four (4) years and bonded by the United States government and is at least one hundred (100) proof.

*Nudity* means uncovered, or less than opaquely covered, post-pubertal human genitals, pubic areas, the post-pubertal human female breast below a point immediately above the top of the areola, or the covered human male genitals in a noticeably turgid state. For the purpose of this definition, a female breast is

considered uncovered if the nipple only or the nipple and the areola only are covered.

#### **Optional Premises** means:

- (a) The premises specified in an application for a hotel and restaurant license under Article 3, Title 44, C.R.S., with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel or restaurant within which the licensee is authorized to sell or serve alcohol beverages in accordance with this Article and at the discretion of the state and local licensing authorities; or
- (b) The premises specified in an application for an optional premises license located on an applicant's outdoor sports and recreational facility. For purposes of this subsection "outdoor sports and recreational facility" means a facility that charges a fee for the use of such facility.

**Person** means a natural person, partnership, association, company, corporation, or organization or a manager, agent, servant, officer, or employee thereof.

**Premises** means a distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

**Racetrack** means any premises where race meets or simulcast races with parimutuel wagering are held in accordance with the provisions of Article 32, Title 44, C.R.S.

**Rectify** means to blend spirituous liquor with neutral spirits or other spirituous liquors of different age.

**Rectifying Plant** means any establishment where spirituous liquors are blended with neutral spirits or other spirituous liquors of different age.

**Resort Complex** means a hotel with at least fifty (50) sleeping rooms and that has related sports and recreational facilities for the convenience of its guests, or the general public located contiguous or adjacent to the hotel. For purposes of a resort complex only, "contiguous or adjacent" means within the overall boundaries or scheme of development or regularly accessible from the hotel by its members and guests.

**Resort Hotel** means a hotel, as defined in this Section, with well-defined occupancy seasons.

**Restaurant** means an establishment, which is not a hotel as defined in this Section, provided with special space, sanitary kitchen and dining room equipment, and persons to prepare, cook, and serve meals, where, in consideration of payment,

meals, drinks, tobaccos, and candies are furnished to guests and in which nothing is sold excepting food, drinks, tobaccos, candies, and items of souvenir merchandise depicting the theme of the restaurant or the geographical or historic subjects of the nearby area. Any establishment connected with any business wherein any business is conducted, excepting hotel business, limited gaming conducted pursuant to Article 30, Title 44, C.R.S., or the sale of food, drinks, tobaccos, candies, or such items of souvenir merchandise, is declared not to be a restaurant. Nothing in this subsection shall be construed to prohibit the use in a restaurant of orchestras, singers, floor shows, coin-operated music machines, amusement devices that pay nothing of value and cannot by adjustment be made to pay anything of value, or other forms of entertainment commonly provided in restaurants.

**Retail Liquor Store** means an establishment engaged only in the sale of malt, vinous, and spirituous liquors in sealed containers for consumption off the premises and non-alcohol products, but only if the annual gross revenues from the sale of non-alcohol products do not exceed twenty percent of the retail liquor store establishment's total annual gross sales revenues, as determined in accordance with Section 44-3-409 (1)(b), C.R.S.

**Sales Room** means an area in which a licensed winery, limited winery, distillery, or beer wholesaler sells and serves alcohol beverages for consumption on the licensed premises, sells alcohol beverages in sealed containers for consumption off the licensed premises, or both

**School** means a public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one (1) through twelve (12). "Basic academic education" has the same meaning as set forth in section 22-33-104 (2)(b), C.R.S.

**Sealed Containers** means any container or receptacle used for holding an alcohol beverage, which container or receptacle is corked or sealed with any stub, stopper, or cap.

*Sell* or *Sale* means any of the following: To exchange, barter, or traffic in; to solicit or receive an order for except through a licensee licensed under this Article; to keep or expose for sale; to serve with meals; to deliver for value or in any way other than gratuitously; to peddle or to possess with intent to sell; to possess or transport in contravention of this Article; to traffic in for any consideration promised or obtained, directly or indirectly.

*Sell at Wholesale* means selling to any other than the intended consumer of malt, vinous, or spirituous liquors. "Sell at wholesale" shall not be construed to prevent a brewer or wholesale beer dealer from selling malt liquors to the intended consumer, thereof, or to prevent a licensed manufacturer or importer from selling malt, vinous, or spirituous liquors to a licensed wholesaler.

Spirituous Liquors means any alcohol beverage obtained by distillation, mixed with water and other substances in solution, and includes among other things brandy, rum, whiskey, gin, powdered alcohol, and every liquid or solid, patented or not, containing at least one-half of one percent (½%) alcohol by volume and which is fit for use for beverage purposes. Any liquid or solid containing beer or wine in combination with any other liquor, except as provided in this section, shall not be construed to be fermented malt or malt or vinous liquor but shall be construed to be spirituous liquor.

*State Licensing Authority* means the Executive Director or the Deputy Director of the Department of Revenue if the Executive Director so designates.

**Tavern** means an establishment serving alcohol beverages in which the principal business is the sale of alcohol beverages at retail for consumption on the premises and where sandwiches and light snacks are available for consumption on the premises.

Vinous Liquors means wine and fortified wines that: (I) contain not less than one-half of one percent (½%) and not more than twenty-one percent (21%) alcohol by volume and (II) are produced by the fermentation of the natural sugar contents of fruits and other agricultural products containing sugar. For the purpose of simplifying the administration of this Article, sake is considered a vinous liquor.

*Vintner's Restaurant* means a retail establishment that sells food for consumption on the premises and that manufactures not more than two hundred fifty thousand (250,000) gallons of wine on its premises or licensed alternating proprietor licensed premises, combined, each calendar year.

*Winery* means any establishment where vinous liquors are manufactured; except that the term does not include a vintner's restaurant licensed pursuant to Section 44-3-422, C.R.S.

Section 2. Section 6-52 of the City of Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-52. Persons Prohibited as Licensees.

- (a) No license provided by this Article shall be issued to or held by:
- (1) Any person until the annual occupational tax APPLICABLE APPLICATION AND LICENSE FEE has been paid;

\* \* \*

(b)

\* \* \*

(2) With respect to club license applications by corporation only, an investigation of the character of the corporate president OR CHAIR OF THE BOARD and club OPERATIONAL manager shall be deemed sufficient to determine whether to issue the club license to the corporation APPLICANT.

\* \* \*

<u>Section 3</u>. Section 6-58 of the City of Black Hawk Municipal Code is hereby repealed and reenacted to read as follows:

#### Sec. 6-58. Application.

- (a) The City Council may issue only the following types of licenses upon payment of the fees specified in Section 6-72 and Section 44-3-505, C.R.S.
  - (1) Arts license;
  - (2) Beer and wine license;
  - (3) Brew pub license;
  - (4) Club license;
  - (5) Distillery license;
  - (6) Distillery pub license;
  - (7) Hotel and restaurant license;
  - (8) Liquor licensed drugstore license;
  - (9) Lodging and entertainment facility license;
  - (10) Optional premises license;
  - (11) Racetrack license;
  - (12) Retail liquor store license; and
  - (13) Tavern or gaming tavern license.

- (b) An application for a new liquor license shall be filed with the City Clerk. It shall be filed on duplicate forms made available by the State Liquor Licensing Authority. It shall be accompanied by the following:
  - (1) The application fee for the license specified in Section 6-60 below;
- (2) Some evidence of ownership or right to possess the premises, such as a copy of the deed or lease;
- (3) Plans and specifications for the interior of the building, the building is to be occupied is in existence at the time of application. If the building is not in existence, the applicant shall file a plot plan and a detailed sketch for the interior and submit an architect's drawing of the building to be constructed;
- (4) In case of partnership except between husband and wife, a certified copy of the partnership agreement and a statement showing the financial and management interests of each partner, along with their name and residence address and telephone number; and
- (5) In the case of a corporation, a copy of its articles of incorporation, and if a foreign corporation, evidence of qualification to do business in this State, and a sworn statement setting forth the name, residence address and telephone number of each stockholder, director and officer of the corporation
- <u>Section 4</u>. Section 6-62 of the City of Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-62. Public Notice.

The applicant for a liquor license shall cause to be posted and published, not less than ten (10) days prior to the public hearing, a public notice of the hearing:

- (1) The sign used for posting such notice shall be of suitable material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height and stating the type of license applied for, the date of the application, the date of hearing, the name and address of the applicant and such other information as may be required to fully apprise the public of the nature of the application. IF THE APPLICANT IS A PARTNERSHIP, THE SIGN SHALL CONTAIN THE NAMES AND ADDRESSES OF ALL PARTNERS, AND IF the applicant is a corporation, association or other organization, the sign shall contain the names and addresses of the president, vice-president, secretary and manager or other managing officers.
- (2) The published notice shall contain the same information as that required for signs.

\* \* \*

Section 5. Section 6-71 of the City of Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-71. Penalty for Violation.

(a) Any licensee who violates the terms of this Article may be subject to A FINE, suspension, or revocation of his or her license pursuant to Section 44-3-601, C.R.S.

\* \* \*

Section 6. Section 6-72 of the City of Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-72. License and Application Fees.

- (a) EACH APPLICATION FOR A LICENSE PROVIDED FOR IN THIS CHAPTER SHALL BE FILED WITH AN APPLICATION AND The license fees LICENSE FEE. THE FEES SHALL BE CONSISTENT in the appropriate amount in accordance with the fee schedule as determined by the Colorado Department of Revenue shall be paid to the City Clerk at the time of application submittal.
- (b) No rebate shall be paid by the City of any alcoholic beverage license fee paid for any such license issued by it except upon affirmative action by the local licensing authority rebating a proportionate amount of such license fee.
- (c) Each application for a license provided for in this Section filed with the local licensing authority shall be accompanied by an application fee in accordance with the fee schedule as determined by the Colorado Department of Revenue to cover actual and necessary expenses.
- (d) The local licensing authority will charge applicants according to the City of Black Hawk Fee Schedule for the cost of each fingerprint analysis and background investigation undertaken to qualify new officers, directors, stockholders, members or managers pursuant to the requirements of Section 44-3-307, C.R.S.; however, the local licensing authority shall not collect such a fee if the applicant has already been approved by the State licensing authority with an approved master file.
- <u>Section 7</u>. Article II of the City of Black Hawk Municipal Code is hereby amended with the addition of a new Section 6-75 entitled "Distilleries and Distillery Pubs" to read as follows:

#### Sec. 6-75. Distilleries and Distillery Pubs.

- (a) A licensed distillery that DIRECTLY sells its product to a licensed retailer must also obtain a wholesale license—for self distribution or contract with a wholesaler to distribute. . A LICENSED DISTILLERY MAY ADDITIONALLY CONTRACT WITH A WHOLESALER FOR DISTRIBUTION.
- (b) All licensed distilleries and distillery pubs must obtain a federal permit required under the Federal Alcohol Administration Act and Title 27 of the Federal Code of Regulations
- (c) All licensed distillers must operate consistent with Section 44-3-402, C.R.S., and all other relevant state and federal laws, rules, and regulations.
- (d) All licensed distillery pubs must operate consistent with Section 44-3-426, and all other relevant state and federal laws, rules, and regulations.
- <u>Section 8</u>. Article II of the City of Black Hawk Municipal Code is hereby amended with the addition of a new Section 6-76 entitled "Sales Rooms" to read as follows:

#### Sec. 6-76. Sales Rooms.

- (a) A manufacturer of spirituous liquors, including but limited to a distillery, licensed pursuant to this Article may conduct tastings and sell to customers spirituous liquors of its own manufacture on its licensed premises and at one other approved sales room location.
- (c) The sales room must be operated in a manner consistent with state law, including Section 44-3-402(7), C.R.S. and 1 CCR 203-2 § 47-428, all other relevant state and federal laws, rules, and regulations.
- Section 9. Section 6-91 of the Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-91. Application Required; Filing.

\* \* \*

(b) All new applications for fermented malt beverage licenses shall be filed, in duplicate on forms made available by the office of the Secretary of State, with the City Clerk and shall be accompanied by the following:

#### (1) Three (3) letters of character reference;

 $\frac{(2)}{(1)}$  In the case of a partnership, except between husband and wife, a certified copy of the partnership agreement and a statement showing the financial and management interests of each partner along with his or her name, residence address and telephone number;

- (3)(2) In the case of a corporation, a copy of its articles of incorporation, and if a foreign corporation, evidence of qualification to do business in this state, and a sworn statement setting forth the names, residence addresses and telephone numbers of each stockholder, director and officer of the corporation; and
- (4)(3) In the case of existing buildings, a plan of the interior of the building; in the case of buildings not yet built, architectural plans and specifications for the building.
- Section 10. Section 6-94 of the Black Hawk Municipal Code is hereby amended as follows:

#### Sec. 6-94. Public Notice.

\* \* \*

(b) The published notice shall contain the same information as that required for signs, and shall be composed of eight-point boldface type set so as to be not less than one (1) column in width nor less than six (6) inches in length.

\* \* \*

- Section 11. 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.
- <u>Section 12</u>. <u>Severability</u>. 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.
- <u>Section 13</u>. <u>Effective Date</u>. 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.
- Section 14. 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.
- <u>Section 15</u>. <u>Severability</u>. 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 16. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 24th day of March, 2021.

	David D. Spellman, Mayor
ATTEST:	
Melissa A. Greiner, CMC, City Clerk	

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

**SUBJECT:** Amending the Liquor Code section of the Municipal Code

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

**MOTION TO APPROVE** CB7, An Ordinance amending sections of Articles 2, 3, and 4 of Chapter 6 of the Black Hawk Municipal Code

#### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

There is a need to update the Liquor Code in preparation for distilleries within the City. In addition, the Clerk's office added a few housekeeping revisions.

AGENDA DATE: March 24, 2021

**FUNDING SOURCE:** 

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

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

**DOCUMENTS ATTACHED:** Ordinance

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

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

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, City Clerk Stephen N. Cole, City Manager

COUNCIL BILL 8 ORDINANCE 2021-8 AN ORDINANCE **APPROVING AN** INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT REGARDING PLANNING, **CONSTRUCTION AND** FINANCING OF THE MINER'S MESA SANITARY SEWER INTERCEPTOR LINE

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

**COUNCIL BILL NUMBER: CB8** 

**ORDINANCE NUMBER: 2021-8** 

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT REGARDING PLANNING, CONSTRUCTION AND FINANCING OF THE MINER'S MESA SANITARY SEWER INTERCEPTOR LINE

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 Intergovernmental Agreement between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding Planning, Construction and Financing of the Miner's Mesa Sanitary Sewer Interceptor Line, 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.

<u>Section 2.</u> <u>Safety Clause.</u> 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.

<u>Section 3.</u> <u>Severability.</u> 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.

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

READ, PASSED AND ORDERED POSTED this 24th day of March, 2021.

ATTEST:	David D. Spellman, Mayor
Melissa A. Greiner, CMC, City Clerk	

# CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

**SUBJECT:** Intergovernmental Agreement with the Black Hawk-Central City Sanitation District

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

**MOTION TO APPROVE** Council Bill 8, An Ordinance approving an Intergovernmental Agreement between the City of Black Hawk and the Black Hawk-Central City Sanitation District regarding planning, construction, and financing of the Miner's Mesa sanitary sewer interceptor line.

#### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City is currently reviewing an application to develop individual lots in the designated Miners Mesa subdivision to include an airstream lodging park and distillery. The City currently lacks sanitary sewer service in or accessible from the Miner's Mesa subdivision to the Black Hawk -Central City Sanitation District, which hinders development of the property. As a result, the City has partnered with the Black Hawk-Central City Sanitation District to construct a sewer line from Bobtail Road, extending within the right of way of Miners Mesa Road to the Mesa to support the proposed development and future development. The new sewer line will also benefit the Lake Gulch Whiskey Resort Planned Unit Development should they elect to connect to the sewer line. The City will split the project's construction cost with the District, with the City paying approximately \$1,079,885.12 and the District contributing \$900,000. After final acceptance of the new sewer line, the line will be conveyed to the District. The District will charge all connection, tap, user, and other fees. This project will only include gravity flow sewer lines without any lift stations or other mechanical assistance. A cost recovery plan is outlined in the agreement. If an owner of property within the Lake Gulch Whiskey Resort Planned Unit Development requests a connection to the sewer line, they will pay an amount equal to \( \frac{1}{4} \) of the total project cost, with the City receiving 55 percent and the District receiving 45 percent of the reimbursement.

**AGENDA DATE:** March 24, 2021

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

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

**DOCUMENTS ATTACHED:** IGA

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

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

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

**SUBMITTED BY:** 

Stephen N. Cole, City Manager

#### INTERGOVERNMENTAL AGREEMENT

# REGARDING PLANNING, CONSTRUCTION AND FINANCING OF THE MINER'S MESA SANITARY SEWER INTERCEPTOR LINE

This Intergovernmental Agreement ("IGA") is effective on the date of the final signature (the "Effective Date") among the City of Black Hawk, Colorado (the "City") and the Black Hawk-Central City Sanitation District (the "District").

#### RECITALS

- A. The City's Zoning Map designates the Miner's Mesa Development area for mixed use development ("Miner's Mesa").
- B. The City is currently reviewing an application for development of certain lots in the designated Miner's Mesa subdivision area (the "**Development Proposal**").
- C. There is no sanitary sewer service in or accessible from the Miner's Mesa Subdivision.
- D. The City and District are authorized and encouraged to cooperate in the provision of public services by § 29-1-203, C.R.S.
- E. The City and District desire to cooperate in all costs related to the design and construction of a sewer main from the Miner's Mesa Subdivision (the "Project" and the "Project Costs") including access from the property and tapping into the Black Hawk Central City Wastewater Treatment Facility Interceptor Line at lower Miner's Mesa Road as shown on the construction drawings page C38.
- F. This IGA sets forth the purposes, powers, rights, obligations, and responsibilities of the parties as required by § 29-1-203, C.R.S.

#### **AGREEMENT**

- I. <u>The Project</u>. The City will arrange for the planning, design, engineering and construction of the Project.
  - A. All aspects of the Project must be in compliance with the Rules, Regulations and Specifications of the District. Final design and construction documents must be reviewed and approved in writing by the District's designated consultants and/or personnel.
  - B. Except for minor deviations where necessary, the Project must be constructed within existing or future City right-of way or easements.

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INTERGOVERNMENTAL AGREEMENT (Miner's Mesa Sanitary Sewer Interceptor Line) Black Hawk – Central City Sanitation District City of Black Hawk March 22, 2021 Page 2 of 4

- C. The Project must be sized to serve existing and future anticipated needs within the Miner's Mesa Subdivision and other property within the City's growth area, including the Lake Gulch Whiskey Resort Planned Unit Development.
- D. The Project will provide gravity flow without any lift stations or other mechanical assistance.
- II. Project Costs. The parties will share all Project Costs including:
  - E. All actual legal, survey and other costs of outside consultants associated with determining the proper location of the Project; and,
  - F. All actual costs incurred for outside consultants to plan, engineer, design, prepare and review construction documents for the Project; and,
  - G. All actual costs incurred for outside consultants to prepare and/or review project bidding documents, contracts, publications and notices; and,
    - H. All District costs of construction supervision, inspection and testing.
    - I. All construction and materials costs of the Project.
  - J. Project Costs does not include the cost of personnel and employees of either entity nor the cost of materials and supplies not associated with outside consultants. Project Costs also does not include the cost of obtaining easements, right of way or real property for the Project.

#### III. Payment of Project Costs.

- A. The City will pay or make arrangements for the payment of \$1,079,885.12, plus the City shall be responsible for all costs associated with any change orders.
- B. The District will pay as its share of the Project Costs the total amount of \$900,000.00 within 30 days of its approval of the construction bid, subject to the Cost Recovery provisions set forth in Section V below.
- IV. Conveyance to the District. After final acceptance, the Project shall be conveyed to the District with all warranties, sureties and other obligations of third parties related to proper design, construction and materials. In addition, the District will accept for ownership and perpetual maintenance immediately upon its completion and final acceptance by the City, the main sewer line located within the Vehicular Access and Utility Corridor Easement depicted on the Black Hawk Park Final Plat as approved by the City of Black Hawk on or about March 24, 2021

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INTERGOVERNMENTAL AGREEMENT (Miner's Mesa Sanitary Sewer Interceptor Line) Black Hawk – Central City Sanitation District City of Black Hawk March 22, 2021 Page 3 of 4

provided it is conveyed with all third party sureties, warranties and obligations concerning construction, materials and workmanship. The District will charge all connection, tap, user and other fees, rates, tolls, charges and surcharges allowed under its Rules and Regulations thereafter.

V. <u>Cost Recovery</u>. If an owner of property within the Lake Gulch Whiskey Resort Planned Unit Development requests a connection to the Project, reimbursement shall be due to the City and the District (the "**Reimbursement**"). The Reimbursement will be one quarter (1/4) of the total Project Cost and will be divided between the City and the District proportionately, with the City receiving fifty-five percent (55%) of any such Reimbursement, and the District receiving forty-five percent (45%) of such Reimbursement. The City and the District also understand and agree that if such Reimbursement is not committed to by such property owner by March 24, 2021, and funding received by May 31, 2021, the additional amount equal to one-third (1/3 of the total Project Cost shall be paid as financial participation and shall also be divided in the same proportion between the City and the District. The Reimbursement will be paid in addition to any regular tap fees, permit fees, inspection fees or other payments such property owner owes or will owe to the District.

#### VI. Miscellaneous Provisions.

- A. This document is an integrated IGA encompassing all of the agreement among the parties concerning that matter to which it pertains.
  - B. Any changes to or amendments to this IGA must be in writing signed by the parties.
- C. There are no intended beneficiaries of this IGA other than the parties. Any rights or responsibilities of other parties that participate in the financing or construction of the Project will be the subject of other agreements and not this IGA.
- D. Each of the parties has appropriated sufficient funds to satisfy its anticipated share of costs under this IGA.
- E. In the event any portion of this IGA is declared void or unenforceable, the remining terms of this IGA shall be interpreted in a manner that furthers the party's manifest intent to share costs to complete the construction of the Project.

INTERGOVERNMENTAL AGREEMENT (Miner's Mesa Sanitary Sewer Interceptor Line) Black Hawk – Central City Sanitation District City of Black Hawk March 22, 2021 Page 4 of 4

#### Black Hawk - Central City Sanitation District

	David D. Spekman, President  Date: March 22, 202/
Attest:	
Loff Ailan Sopratory	
Jeff Aiken, Secretary	
	City of Black Hawk
	David D. Spellman, Mayor
	Date:
Attest:	
City Clerk	

**RESOLUTION 14-2021** A RESOLUTION CONDITIONALLY **APPROVING A CERTIFICATE OF** ARCHITECTURAL **COMPATIBILITY FOR** THE GREGORY STREET **COMPREHENSIVE SIGN** PLAN

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

#### Resolution No. 14-2021

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE GREGORY STREET COMPREHENSIVE SIGN PLAN

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

<u>Section 1.</u> The City Council hereby conditionally approves a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan, with the following conditions:

- A. All proposed sign installations shall match the plans submitted; and
- B. Proper Building, Electrical, Sign, or other required permits shall be applied for and approved prior to the installation of any new sign.

RESOLVED AND PASSED this 24 day of March, 2021.

	David D. Spellman, Mayor
ATTEST:	

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan which proposes signs for properties described in Exhibit A and generally located between 496 and 221 Gregory Street, Black Hawk, Colorado, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, March 24, 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

#### EXHIBIT A

BLOCK 26, LOT 1 THRU LOT 14, BLOCK 27, LOT 1 THRU LOT 7, BLOCK 28, LOT 5A, BLOCK 31 LOT 1 THRU LOT 17, BLOCK 32, LOT 1 THRU LOT 6, AND BLOCK 33 LOT 8, CITY OF BLACK HAWK.

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

**SUBJECT:** Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan.

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

MOTION TO APPROVE Resolution 14-2021, a resolution conditionally approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan.

#### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

ACENDA DATE.

In conjunction with the Gregory Street HARD District Plaza project currently under construction, PEH Architects, BSC Sign Company, City Staff, and Baseline Staff have worked together to develop a sign plan for the development. The Gregory Street Comprehensive Sign Plan dated March 2021 has been submitted for review and approval by the Black Hawk City Council. This plan includes signs for the buildings that are nearing completion, and the signs have been designed to be consistent with the historic style of the Gregory Street Plaza. The sign plan will guide all future development in the Gregory Street HARD District. It can be amended in the future as the need arises, either by City Council or administrative review as outlined in the City of Black Hawk Sign Code.

March 24, 2021

AGENDA DATE.	Waten 24, 2021
WORKSHOP DATE:	N/A
<b>FUNDING SOURCE:</b>	N/A
<b>DEPARTMENT DIRECTOR APPROVAL:</b>	[X]Yes []No
STAFF PERSON RESPONSIBLE:	Cynthia L. Linker CP&D Director
DOCUMENTS ATTACHED:	<ol> <li>Resolution 14-2020</li> <li>Staff Report</li> <li>Gregory Street Comprehensive Sign Plan March 2021</li> </ol>
RECORD:	[ ]Yes [ X ]No
Cobh Certificate of Insurance required	[ ]Yes [ X ]No

### **CITY ATTORNEY REVIEW:**

[ ] Yes [ X ]N/A

**SUBMITTED BY:** 

Cymeric Y. Yill

Cynthia L. Linker, CP&D Director

Vincent Harris, AICP, Baseline Corporation

**REVIEWED BY:** 

Stephen N. Cole, City Manager

## **Staff Report**

### CITY OF BLACK HAWK PLANNING / LAND USE

STAFF REPORT: Certificate of Architectural Compatibility: Gregory Street Comprehensive

Sign Plan

**For:** City Council **Project:** P-18-17

**Property Address:** 496 – 221 Gregory Street, Black Hawk, CO 80422 **Applicants:** Stephen N. Cole, City Manager – City of Black Hawk **Zoning:** History Appreciation Recreation Destination (HARD)

**Prepared by:** Julie Esterl - Baseline Corporation

**Approved by:** Vincent Harris, AICP - Baseline Corporation

**Reviewed by:** Cynthia Linker, CP&D Director



Date prepared: March 10, 2021

Meeting Date: March 24, 2021



#### **BACKGROUND:**

On March 3, 2021, the City of Black Hawk received an application request for a Certificate of Architectural Compatibility (COAC) from the Black Hawk City Manager, Stephen Cole. The request involves reviewing the Gregory Street Comprehensive Sign Plan (CSP) for properties located along Gregory Street, including Gregory Point, Gregory Plaza, and City-owned properties east of the Plaza up to and including the future commercial building at 221 Gregory Street. The Gregory Street CSP does not include the St. Charles Carriage House parking structure, which has an existing Standard Sign Plan approved on August 31, 2018. Refer to Figure 1.

The Gregory Street Comprehensive Sign Plan establishes requirements for all signs within the Gregory Street HARD District. It shall be used as a reference, along with building and zoning codes, for all business developments in the District. This will encourage a distinct identity for Gregory Street and the HARD District through uniform materials, colors, and styles reflecting the small-town mining community that makes the City of Black Hawk unique.

The Gregory Street CSP outlines pedestrian level signage that includes way-finding and shuttle-stop signs (freestanding pole signs), building (wall) signs, blade signs, window and door signs, and sandwich (ground) signs. These signs have been determined for the buildings and areas of Gregory Street currently under construction and will require signage once construction is complete. The plan is designed to be easily updated as needed to allow for future signage within the Gregory Street HARD District and may be reviewed administratively or may require City Council review depending on the amount/extent of signage change desired in the future.

The submittal includes 28 signs with a total of 272.88 square feet. The properties' combined allowed sign area is 3,974.4 square feet, based on current regulatory calculations/allowances in the existing sign code.

Section 15-61 Building Frontage Measurement and Sign Area Calculation for a Comprehensive Sign Plan:

- Total Frontage of 23 buildings = Length of Total Building Frontage = 789.8 linear feet
- Frontage length allowed per building = 128 feet per building = 2,944 linear feet
- Total Sign Area Awarded = Maximum frontage length allowed x  $1.35\% = 2,944 \times 1.35 = 3,974.4$ square feet
- Total Square Footage of sign area proposed in Comprehensive Sign Plan: 272.88 square feet

Figure 1: Location Map



Figure 2: Proposed Sign Location Map 1 – Gregory Point

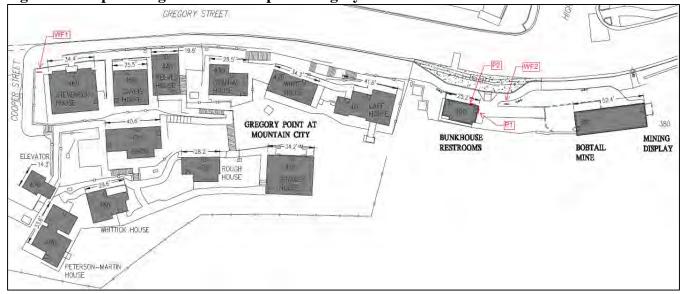


Figure 3: Proposed Sign Location Map 2 – Gregory Plaza

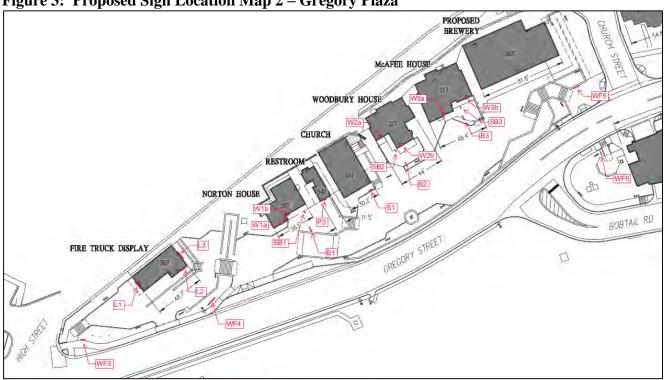


Figure 4: Proposed Sign Location Map 3 – Future Development (placeholder for future signs)

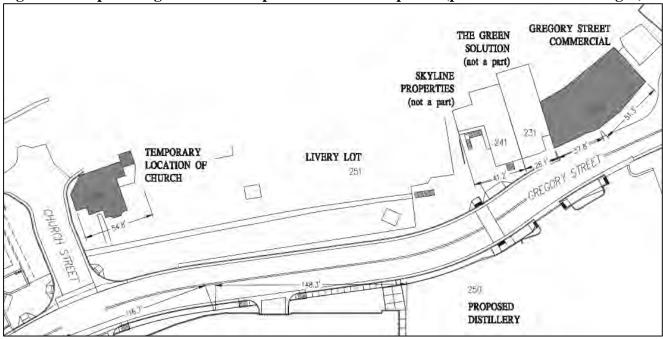


Figure 5: Proposed Way-finding and Shuttle-stop Signs

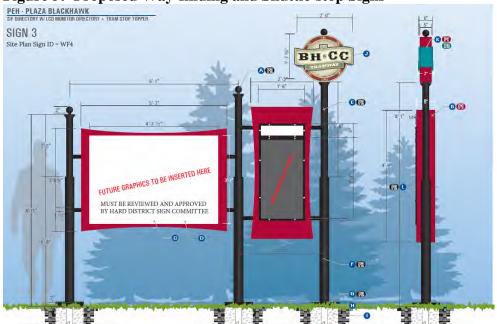


Figure 6: Proposed Blade Signs

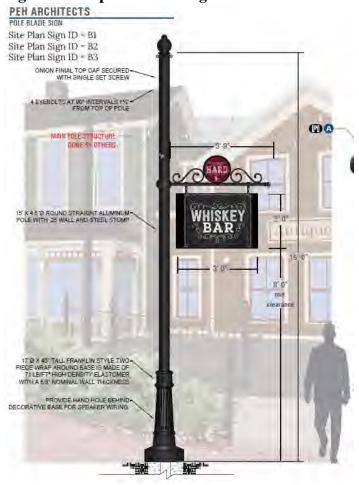


Figure 7: Proposed Sandwich Board Signs
GREGORY STREET CSP BLACK HAWK
GREGORY PLAZA
OREGORY PLAZA

SANDWICH BOARD SIGN - SB



Figure 8: Proposed Fire Truck Display







Figure 10: Proposed Public Restroom



### **REVIEW:**

The Black Hawk Municipal Code Chapter 15 (Sign Code) regulates signs within the City. Section 15-13 (Comprehensive Sign Plans) offers more flexibility regarding the number, size, proportion, and balance of signs on commercial properties. Section 15-61 (Building Frontage Measurements and Sign Area Calculations) calculates the total allowable square footage of signage based on the length of building

frontage. One square foot of sign area is allowed for every one linear foot of building frontage. In addition, a minimum of 128 square feet of sign area is allowed for all buildings regardless of street frontage length.

All 23 buildings included with the Gregory Street CSP have shorter frontages than 128 feet and therefore are allowed the minimum of 128 square feet of sign area per building. The combined allowed sign area for the Gregory Street buildings is calculated as follows: 23 buildings x 128 linear feet = 2,944 square feet. The Sign Code also permits an increase in the allowed sign area of 135% if the signs are included in a Comprehensive Sign Plan. Therefore, the Gregory Street Comprehensive Sign Plan's total allowed sign area is 2,944 x 1.35 = 3,974.4 square feet.

The Gregory Street Comprehensive Sign Plan proposes 28 signs and a total of 272.88 square feet, which is well below the total allowed sign area.

### **Applicable City of Black Hawk Regulations**

Excerpts from:

The City of Black Hawk Municipal Code Chapter 15 – Sign Code

### Sec. 15-11. - Sign permit.

- (a) Sign permit required. No on-site sign shall be erected, altered, reconstructed, maintained, or moved in the City without first securing a permit from the City unless specifically allowed without a permit by this Chapter.
- (b) Applicability.
  - (1) A comprehensive sign plan shall be required for any proposal on a building located in a nonresidential district that includes additional sign area above the area allowed in a standard sign plan or any proposal that includes utilization of special event banners and signs for any special event as defined in the Black Hawk Municipal Code.
  - (2) In addition to the comprehensive sign plan, the applicant shall follow the City Council design review and compatibility process as specified in Section 16-368 of the Black Hawk Municipal Code.
  - (3) Comprehensive sign plans are not permitted within Residential Districts as defined by this Chapter.
- (c) Sign permits shall be reviewed and approved in accordance with a property's approved standard sign plan or comprehensive sign plan, as the case may be.

Staff Comment: Approval of the proposed Comprehensive Sign Plan must be accomplished prior to the request for sign permit(s). The Gregory Street CSP, if approved, will be used to review future sign permit requests within the Gregory Street HARD District, which is a non-residential district.

### Sec. 15-13. - Comprehensive sign plans.

- (c) Applicability.
  - (1) A comprehensive sign plan shall be required for any proposal on a building located in a nonresidential district that includes additional sign area above the area allowed in a standard

- sign plan or any proposal that includes utilization of special event banners and signs for any special event as defined in the Black Hawk Municipal Code.
- (2) In addition to the comprehensive sign plan, the applicant shall follow the City Council design review and compatibility process as specified in Section 16-368 of the Black Hawk Municipal Code.
- (3) Comprehensive sign plans are not permitted within Residential Districts as defined by this Chapter.

Staff Comment: The applicant is requesting this CSP for property within a non-residential district. The applicant has followed the City Council design review and compatibility process as specified in Section 16-368 of the Zoning Code, which is discussed in this staff report following the review of Chapter 15-Sign Code.

- (d) Submittal requirements.
  - (2) Comprehensive sign plans shall include:
    - a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.
    - b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.
    - c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building
    - d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Staff Comment: The applicant has submitted a Comprehensive Sign Plan including the required information regarding sign location, color renderings, sign dimensions with a chart, sign heights, and a statement regarding sign area calculation.

(e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review, and it shall be reviewed for approval by City Council.

Staff Comment: All proposed blade signs are located on the City of Black Hawk property and therefore do not require a license agreement.

- (f) No minimum or maximum standards are established for the comprehensive sign plan, except as follows:
  - (1) The total sign area proposed may not exceed one hundred thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a comprehensive sign plan if the application includes the use of electronic message centers (EMC). Therefore,

the total sign area proposed may be a maximum of one hundred seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.

Staff Comment: The proposed Gregory Street CSP includes 28 signs and 272.88 square feet of sign area. This is well below the one hundred thirty-five percent (135%) of the permitted sign area allowed (3,974.4 sf) as calculated in the Review section of this staff report.

(g) The comprehensive sign plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.

Staff Comment: The proposed Gregory Street CSP has been reviewed against the City of Black Hawk Municipal Code, the Commercial Design Guidelines, and the 2020 Comprehensive Plan. Staff finds that the proposed CSP is compliant with the Municipal Code and consistent with the Design Guidelines. In addition, staff finds that the proposed CSP will promote three of the goals of the Comprehensive Plan including:

- Transition from a local gaming area to a regional resort destination,
- Promote heritage tourism, and
- Encourage diversified commercial development that complements gaming.

### Division 3 - History Appreciation Recreation Destination District Sec. 15-51. - General.

- (a) This Division addresses those signs which are allowed within a subset of nonresidential districts of the City, those properties which are within the History Appreciation Recreation Destination (HARD) zone district.
- (b) This Division only applies to those properties zoned HARD per the official zoning map of the City of Black Hawk, as adopted by City Council.
- (c) The regulations herein are in addition to all other regulations of this Section 15 (Sign Code). In the event of any conflict between this Division 3 and another regulation, the regulations of this Division 3 shall prevail.
- (d) Signs in the HARD District shall be reviewed, as specified by these regulations, by the HARD District Sign Committee. The Committee shall be comprised of the City Manager, the Planning Department Director, and a third member designated by the City Manager.

Staff Comment: The proposed Gregory Street Sign Plan includes properties located in the HARD District. The CSP was reviewed by the HARD District Sign Committee including the City Manager, the Planning Department Director and the Gregory Street Project Manager. The HARD District Sign Committee has recommended approval of the proposed CSP.

#### Sec. 15-52. - Permanent sign permit approval.

(b) HARD District Sign Committee review. Within thirty (30) days of receipt of a complete application, the HARD District Sign Committee shall review and recommend approval or denial of the

application to City Council or the Director, as the case may be. The application shall be recommended for approval if:

- (1) Implementation of the sign plan will provide signage that is compatible with the surrounding development and designed with a high-quality appearance;
- (2) Implementation of the sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area;
- (3) Implementation of the sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project;
- (4) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

Staff Comment: The HARD District Sign Committee and Baseline staff find the proposed Gregory Street Comprehensive Sign Plan compatible with surrounding development, designed with a high-quality appearance, designed to an appropriate scale, and consistent with the characteristics of the Gregory Street HARD District. In addition, the Sign Committee and staff find that the implementation of the proposed CSP will be materially beneficial in achieving the City's goals, objectives and standards that relate to community design and aesthetics and the purpose of the Sign Code.

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

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

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

Staff Comment: The applicant has submitted a complete Comprehensive Sign Plan document in accordance with the Sign Code. The CSP is included with this Staff Report.

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

Staff Comment: Members of the HARD District Sign Committee and Baseline staff will be at the public hearing to provide additional information to the City Council if needed.

c. The purpose of this Chapter;

Staff Comment: The purpose of this chapter is to provide review and standards for exterior additions or renovations to non-historic buildings within the City. The proposed Gregory Street CSP has been appropriately reviewed and processed in accordance with this chapter.

d. Compliance with this Code and the payment of all fees required by this Code; Staff Comment: The application is in compliance with this Code. Fees for City projects are not necessary. e. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

Staff Comment: The proposed Gregory Street CSP includes signage that staff believes is consistent with the special historical interest of the City.

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

Staff Comment: Staff believes that the signs included in the proposed Gregory Street Comprehensive Sign Plan are consistent with the historical and architectural style, general design, materials and colors of the Gregory Street HARD District.

### **STAFF SUMMARY:**

Staff from Baseline Corporation has reviewed and evaluated the request for a Certificate of Architectural Compatibility for a Comprehensive Sign Plan as provided by Steve Cole on behalf of the City of Black Hawk and finds the document to be in compliance with the regulations established in Sec. 15-13 of the Sign Code.

Staff recommends that the Certificate of Architectural Compatibility for the proposed Gregory Street Comprehensive Sign Plan be approved, subject to the following conditions:

- 1. All proposed sign installations shall match the plans submitted; and
- 2. Proper Building, Electrical, Sign, or other required Permits shall be applied for and approved prior to the installation of any new sign.

#### **FINDINGS:**

The City Council may approve, conditionally approve, or deny the application for a **Certificate of Architectural Compatibility for a Comprehensive Sign Plan**. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-52(b):

- (1) Implementation of the sign plan will provide signage that is compatible with the surrounding development and designed with a high-quality appearance; and
- (2) Implementation of the sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

### **RECOMMENDATION:**

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

MOTION TO APPROVE WITH CONDITIONS Resolution No.\_\_\_\_-2021, a resolution approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan with the following conditions:

- 1. All proposed sign installations shall match the plans submitted; and
- 2. Proper Building, Electrical, Sign, or other required Permits shall be applied for and approved prior to the installation of any new sign.

### **ATTACHMENTS:**

- 1. Land Development Application Form
- 2. Gregory Street Comprehensive Sign Plan dated March 2021

## **Applicant's Submittal**

### **ATTACHMENT 1**

### LAND DEVELOPMENT APPLICATION FORM

# BLACK HAWK

### FORMAL LAND USE APPLICATION

City of Black Hawk Community Planning and Development

211 Church Street, P.O. Box 68, Black Hawk, CO 80422 Email: CPDinguiry@cityofblackhawk.org • Visit: www.cityofblackhawk.org

Email: CPDinquiry@cityofbla	acknawk.org • Visit- www.cityofblacknawk.org				
COMPLETE ALL BOXES – Incomp	plete applications will not be processed				
Applicant Name: Stephen Cole	Applicant Address 201 Selak St, Black Hawk 80422 & Zip Code:				
Applicant Phone: (303) 582-2200	Applicant Email: scole@cityofblackhawk.org				
Property Owner Name: The City of Black Hawk	Property Owner Address & Zip: 201 Selak St, Black Hawk 80422				
Property Owner Phone: (303) 582-2200	Property Owner Email: scole@cityofblackhawk.org				
Project Name: Gregory Street Comprehensive Sign Plan	Project Description: Signs for Gregory St Project				
Project Address or 496-221 Gregory Street Location:	Project Parcel Number: <b>various</b>				
Existing Subdivision, Blk 26 Lots 1-14; Blk 27 Lots 1-7; Blk 28 Lot 5A;					
Lot & Block: Blk 31 Lots 1-17; Blk 32 Lots 1-6; Blk 33 Lot 8	Unit Development:				
Existing Property Size:  Acres Sq. Ft.	Existing Building Size in square feet:				
Existing Zoning: HARD	Proposed Zoning: HARD				
Existing Use: Vacant	Proposed Use: Mixed Retail				
ITEMS REQUIRED WITH FORMAL LAND USE A	PPLICATION SUBMITTAL:				
■ This completed & signed Formal Land Use Application					
■ All Items indicated/checked on the Formal Land Use A					
☐ Formal Land Use Application Deposit in the amount of	`\$ <u>.</u>				
APPLICATION AND FEE AGREEMENT:					
	-370 of the Black Hawk Municipal Code establishes the				
	the City may incur by having City approved consultants				
evaluate and process applications.					
I, as the applicant, hereby certify that I believe to the best application is true and accurate and that consent of the praction cannot lawfully be accomplished, has been granted Hawk staff and their consultants to physically enter upon	roperty owner listed above, without which the requested d. Permission is also hereby granted to the City of Black n and inspect the subject property and take photographs				
as necessary for preparation of the case. In addition,					

application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner and commit to deposit the sum of \$\frac{n/a}{2}\$ to be used to pay the City's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies. I understand that if Formal Land Use Application costs exceed the amount collected, the City will invoice me, as the applicant, for the additional consultant cost plus a 15% administrative fee. I additionally agree that I am not acquiring any rights by virtue of the payment of the City's expenses.

Submit Formal Land Use Applications to: julie.esterl@baselinecorp.com

Applicant's Signature			Date	3/3	1202	
FOR CITY USE ONLY:	Received by:	Julie Esterl	Date:	3/3/2	021	

### **ATTACHMENT 2**

## GREGORY STREET COMPREHENSIVE SIGN PLAN DATED MARCH 2021





## The City of

## **BLACK HAWK**

211 Church Street PO Box 68 Black Hawk, CO 80422



## **GREGORY STREET Comprehensive Sign Plan**

367 Gregory Street, Black Hawk March 2021





## 

### TABLE OF CONTENTS

Chapter 1 - Introduction to the Plan	3
Purpose HARD District® Black Hawk	
Context - Locating Signage	
Plan Updates and Amendments	
Chapter 2 - Overall Signage Considerations	3
Objectives	
Historical Aesthetics, Identifying the HARD District® Design for Historic Gregory Street	
Chapter 3 - Landmark Design Review	4
Design Review	
Permitting	
Chapter 4 - General Principles for Sign Planning	4
Guidelines for Planning and Scale	7
Guidelines for Flamming and Scale	
Chapter 5 - Sign Types for Commercial Uses	4
Considering Sign types	
Freestanding Pole Signs     Well Signs	
<ul><li>Wall Signs</li><li>Blade Signs</li></ul>	
Window and Door Signs	
Sandwich (Ground) Signs	
	_
• Gregory Point at Mountain City & Bobtail Mine	5
<ul><li> Gregory Point at Mountain City &amp; Bobtail Mine</li><li> Gregory Plaza</li></ul>	
• Lower Gregory Street	
Sign Area Calculations	8
Sign Details	11

### **CHAPTER 1 - INTRODUCTION**

### **Purpose**

The Gregory Street Comprehensive Sign Plan establishes requirements for all signs within the Gregory Street HARD District®. It shall be used as a reference, along with building and zoning codes, for all business developments in the District. This will encourage a distinct identity for Gregory Street and the HARD District® through uniform materials, colors, and styles reflecting the small town mining community that makes the City of Black Hawk unique.

### **Gregory Street HARD District®**

The History Appreciation Recreation Destination District (HARD District®) was established in March of 2013 and is dedicated to public use, allowing the City of Black Hawk to provide recreation and destination activities for the residents and visitors of the City of Black Hawk. The District includes properties on both sides of Gregory Street from Mountain City down to Crooks Palace. The historic nature of this District, with its vintage houses and classic commercial structures, is common to the 19th Century mining era. The HARD District® presents the opportunity to highlight the historic character of the City. It is for this reason that The HARD District® is a priority and drives the design behind this sign plan.

This sign plan shall be considered jointly with the Gregory Street Sub-Area Plan as they both outline improvements planned for the District.

### **Context - Locating Signage in the HARD District**®

Sign locations have been determined for each individual structure based on historical appropriateness, visibility, public safety, aesthetic appeal, and structural integrity. City Staff also considered other design elements, including lighting, fencing, stairs, and architectural features to determine sign locations. Any mention of the HARD District Sign Committee is in reference to the body established in Section 15–51(d) of the City Municipal Code.

### **Plan Updates and Amendments**

Once this Comprehensive Sign Plan is approved and adopted, additional signs and changes to the size of existing signs will require review and approval. Additions or changes that consist of 10% or less of the total approved sign area can be reviewed administratively. Additions or changes that increase the total approved sign area by more than 10% will require review and approval by the Black Hawk City Council.

## CHAPTER 2 - OVERALL SIGNAGE CONSIDERATIONS

### **Objectives**

Signage helps people orient themselves in physical space and navigate from place to place. It is a functional wayfinding system that can present a theme unique to a place in order to communicate information to visitors. A branded style that is consistent in style, color, and theme throughout a district or area can enhance a sense of place identity.

### Historical Aesthetic, Identifying the HARD District®

Redevelopment of the Gregory Street corridor is an effort to preserve Black Hawk's rich history that is reflected today in the core of downtown as well as residential areas throughout the City. The HARD District® is characterized by historic residences and strong 2-3 story flat-faced commercial architecture common to the 19th century mining era.

The City of Black Hawk Comprehensive Plan states the goals for the Hard District® are as follows: transition from a local gaming area to a regional resort destination, promote heritage tourism, encourage diversified commercial development that complements gaming, strengthen outdoor recreational opportunities, and expand public transportation. This area is designated as a pedestrian-friendly plaza where restaurants, craft breweries, tasting rooms, boutique lodging, historic tourism and attractions, and festivals and specialty fairs attract visitors from within and outside of Colorado. Signage is a crucial part of creating a sense of place in the District.

### **Design for Historic Gregory Street**

The sign types and designs on these pages represent a specific design that has been developed in order to reinforce the spirit of the HARD District®.

Entryway and wayfinding signage follow specific design themes so as to offer easy-to-recognize maps and highlights for visitors to reference while in the District. This repetition in design is intended to make the visitor feel that they can quickly and easily find information they need to orient and educate themselves in the environment.

Commercial signage aesthetics are drawn from existing and vintage signage, photographs, and other historic references. There are a few options to choose from, but tenants in the HARD District® buildings are restricted to specific sign designs and placement based on the Sign Plan establishing guidance and recommendations.

Signage colors are encouraged to be chosen from the *historic color palette*, as defined in the Commercial Design Guidelines. Alternatives to that palette will be reviewed by the HARD District Sign Committee.

### CHAPTER 3 - LANDMARK DESIGN REVIEW

### **Design Review**

The HARD District Sign Committee will perform initial review of the Gregory Street Comprehensive Sign Plan prior to review and approval by the City Council. Once the Gregory Street Comprehensive Sign Plan is approved, signs included in the Plan will not require additional approvals. Proposed Gregory Street signs NOT included in this Plan must be included in an approved Amendment to this Plan prior to issuance of a Sign Permit.

### **Sign and Building Permits**

Sign permits are required. The owner or the owner's authorized representative may apply for a sign permit for signs that identify the business or for signs providing information regarding the services of the business being advertised on the subject property.

Procedures for obtaining a sign permit shall be in compliance with the City of Black Hawk Municipal Code Section 15 Article II.

Building permits will not be required for installation of an approved sign unless there are electrical changes/additions.

## CHAPTER 4 -GENERAL PRINCIPLES FOR SIGN PLANNING

### **Guidelines for Planning and Scale**

All wayfinding and commercial signage designs and guidelines were developed to create an environment of information sharing that is human-scale, approachable, aesthetically pleasing, and true to the character of the HARD District®.

As the tables on the following pages show, properties are allowed a specific amount of square footage for their signage. Tenants must adhere to the location and type of signs predetermined by this Plan.

### CHAPTER 5 - SIGN TYPES FOR COMMERCIAL USES

### **Considering Sign Types**

The following sign types are included in those allowed by the City of Black Hawk for commercial uses within the Gregory Street HARD District®.

### **Freestanding Pole Signs**

In areas where it is inappropriate to hang a sign on a sign frame on a building or other structure, a freestanding pole sign can accommodate the approved blade sign design for a commercial space. Please reference page 18 for a visual detail of this option.

### **Wall Signs**

Wall signs are allowed when a sign affixed to the building face is the most aesthetically, structurally, and historically appropriate choice for a commercial space.

### **Blade Signs**

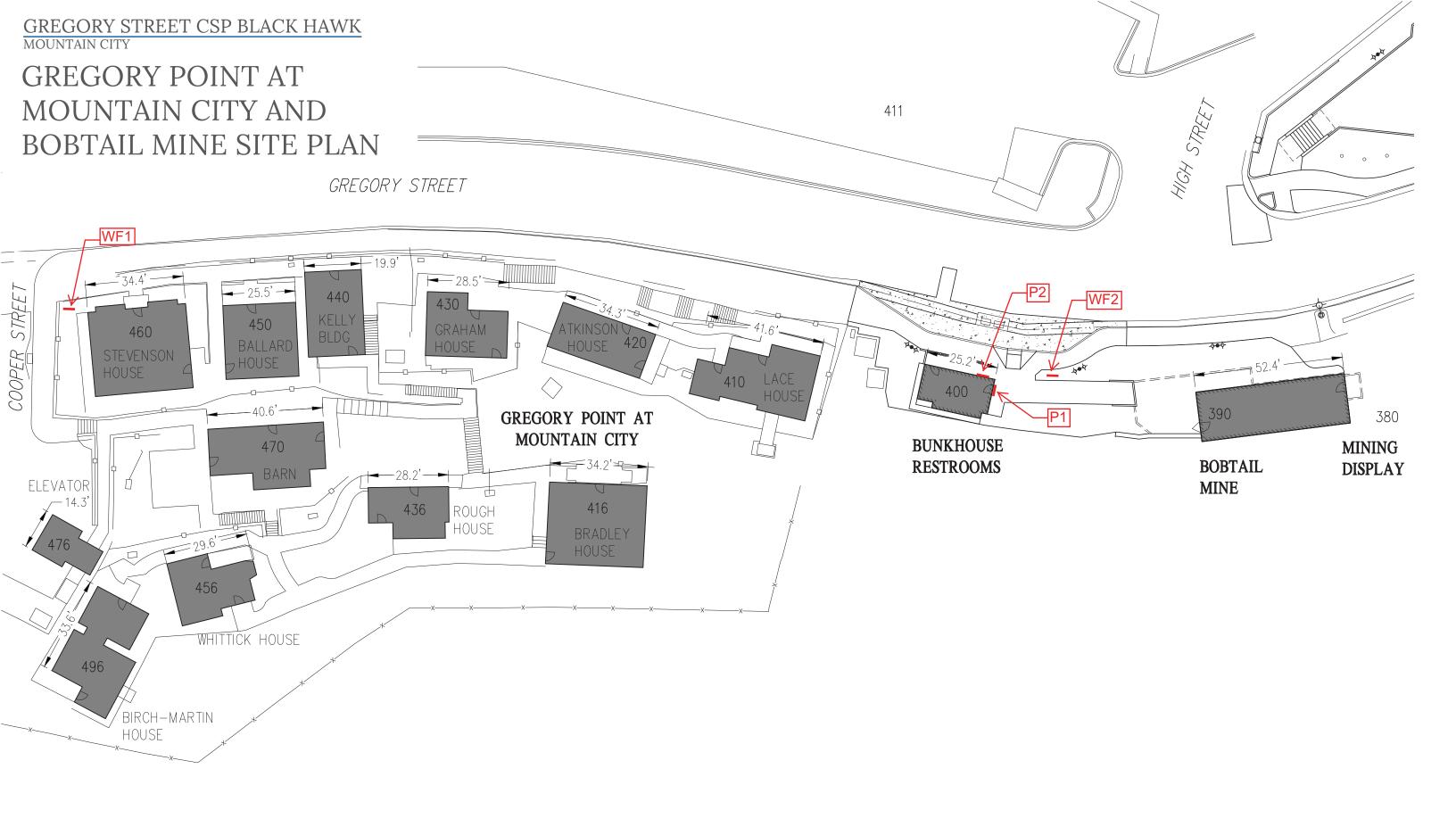
Blade signs are perhaps the most common type of sign to be found in historic commercial areas. A specific design approved by City staff is included on page 17, and may be hung on a commercial building face, beam, or other support.

### Window and Door Signs

Window and door signs are allowed on commercial spaces but must not exceed twenty-five (25) percent of the window or door area. Color of window signs must be approved by the HARD District Sign Committee.

### Sandwich (Ground) Signs

One freestanding sandwich (or ground) sign has been approved with this plan for each commercial building. Dimensions, logo, and materials are represented on Page 18. Contact the Community Planning & Development Department for information on obtaining approval for a sandwich board sign.



SELAN STREET LOWER GREGORY STREET SITE PLAN 201 **GREGORY STREET** THE GREEN COMMERCIAL **SOLUTION** No signs planned for the March 2021 approval. Signs will be determined for this area in the future. (not a part) **SKYLINE PROPERTIES** (not a part) 221 26.1' 231 **TEMPORARY** GREGORY STREET LIVERY LOT LOCATION OF 251 **CHURCH** 200 271 CHURCH STREET CROOK'S PALACE (not a part) 250 **PROPOSED DISTILLERY** ST CHARLES 270 CARRIAGE HOUSE (not a part)

CITY HALL

(not a part)

BUILDING FRONTAGE & ALLOWABLE SIGN CALCULATION	
Total Building Frontage (LF):	2,944.00 LF
Allowable Sign Area (SF): (Per Section 15-61 of the Sign Code – each building is allowed a minimum of 128 SF)	2,944.00 SF
Total Allowable Sign Area Calculation (SF):  (Per Section 15-61 of the Sign Code – sign area awarded for a comprehensive sign plan equals the total building frontage x 135%)	3,974.40 SF
Total Proposed Sign Area	272.88 SF

Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
TBD	496 – Birch-Martin House	33.6	128						TBD
TBD	476 – Elevator	14.3	128						TBD
TBD	470 – Barn	40.6	128						TBD
TBD	460 – Stevenson House	34.4	128						TBD
TBD	456 – Whittick House	29.6	128						TBD
TBD	450 – Ballard House	25.5	128						TBD
TBD	440 – Kelly Building	19.9	128						TBD
TBD	436 – Rough House	28.2	128						TBD
TBD	430 – Graham House	28.5	128						TBD
TBD	420 – Atkinson House	34.3	128						TBD
TBD	416 – Bradley House	34.2	128						TBD
TBD	410 – Lace House	41.6	128						TBD
P1	400 – Bunkhouse Restrooms	25.2	128	Wall Mounted	1	3'-8" x 1'-0" (3.67' x 1')	East elevation	None	3.67
P2	400 – Bulikilouse Restrooms	25.2	120	Wall Mounted	1	4'-8" x 1'-6" (4.67' x 1.5')	North elevation	None	7.01
TBD	390 – Bobtail Mine	52.4	128						TBD
TBD	380 – Mining Display	0	128						TBD
Sign ID	Wayfinding Signs	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
WF1	S/F Directory Sign 5	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	SE corner of Cooper Street and Gregory Street	Indirect	15.00
WF2	S/F LCD Monitor Directory and Tram Stop Topper Sign 2	0	0	Free Standing	2	Monitor 1'-6" x 3'-6" (1.5' x 3.5') Topper: 2'-0" x 1'-8" (2' x 1.67') (double sided)	On Gregory Street between Bunkhouse Restrooms and Bobtail Mine	Indirect	5.25 6.68
	GREGORY POINT/BOBTAIL SUBTOTALS	442.4	1,920		5				37.61

### SIGN AREA CALCULATIONS

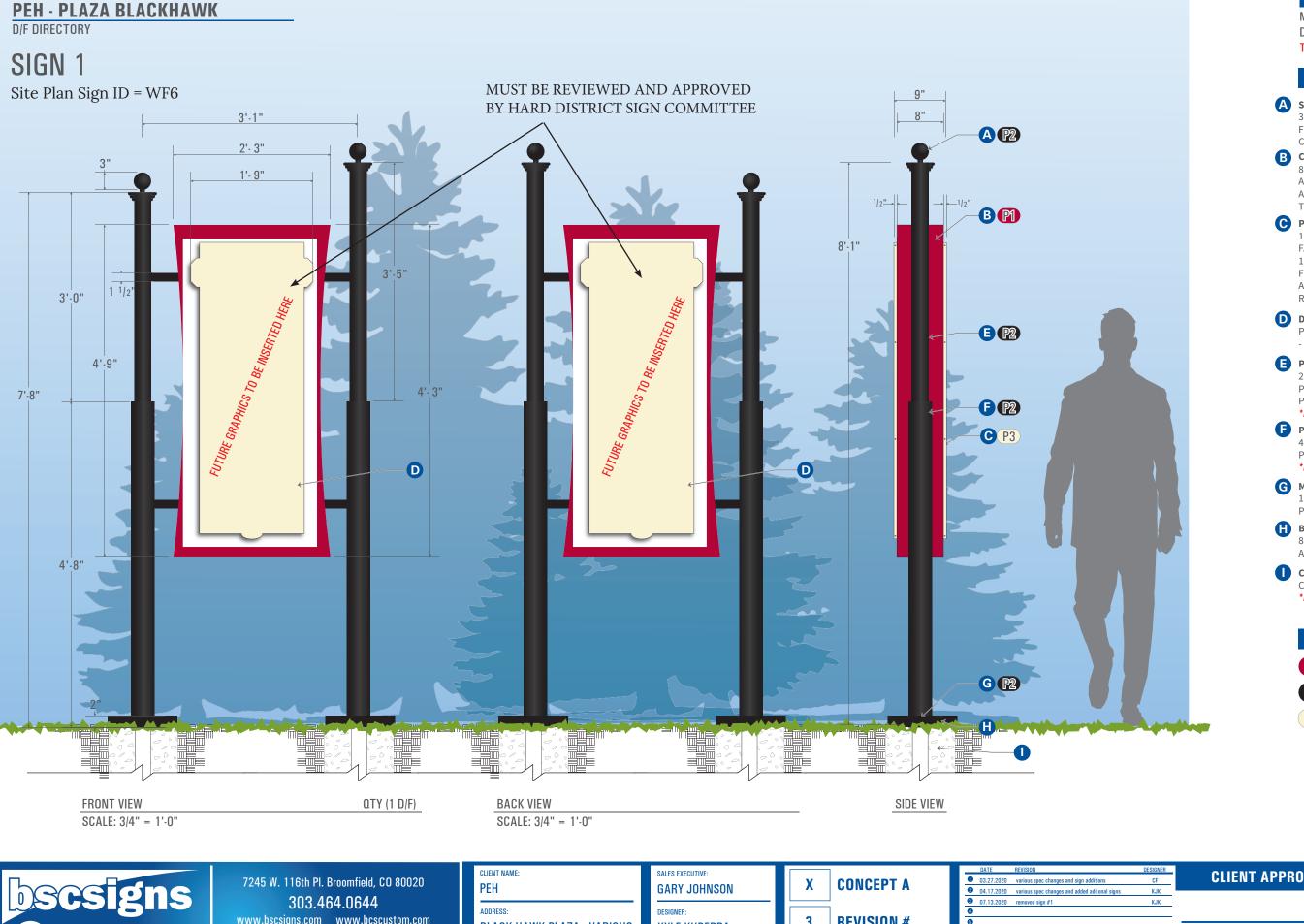
GREGO	RY PLAZA								
Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
L1				Paint on Brick	1	20.25" x 132" (1.69' x 11')	West elevation	None	18.59
L2	367 – Fire Truck Display	48.7	128	Paint on Brick	1	20.25" x 132" (1.69' x 11')	South elevation	None	18.59
L3				Paint on Brick	1	20.25" x 132" (1.69' x 11')	East elevation	None	18.59
B1				Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB1	357 – Norton House	38.1	128	Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W1a W1b				Window	2	Not to exceed 25% of window	Front Door	None	3
P3	347 – Restroom	11.5	128	Wall Mounted	1	4'-8" x 1'-6" (4.67' x 1.5')	South elevation	None	7.01
S1	337 – Church	30.2	128	Free Standing	1	2' x 4'	South elevation	None	8
B2				Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB2	327 – Woodbury House	44	128	Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W2a W2b				Window	2	Not to exceed 25% of window	Front Door	None	3
В3				Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB3	317 – McAfee House	48.4	128	Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W3a W3b				Window	2	Not to exceed 25% of window	Front Door	None	3
TBD	307 – Proposed Brewery	0	0						TBD
Sign ID	Wayfinding Signs	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
WF3	S/F Directory Sign 4	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	NE corner of High Street and Gregory Street	Indirect	15.00
WF4	S/F Directory w/ LCD Monitor and Tram Stop Topper Sign 3	0	0	Free Standing	3	Directory: 4'-7.5" x 3'-2" (4.63' x 3.17')  Monitor: 3'-6" x 1'-6" (3.5' x 1.5')  Topper: 2'-0" x 1'-8" (2' x 1.67')  (double sided)	On Gregory Street at Tram Stop	Indirect LCD Indirect	14.68 5.25 6.68
WF5	S/F Directory Sign 4	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	NW corner of Church Street and Gregory Street	Indirect	15.00
WF6	D/F Directory Sign 1	0	0	Free Standing	1	1'-9" x 4'-3" (1.75' x 4.25') (double sided)	West of Carriage House	Indirect	14.88
	GREGORY PLAZA SUBTOTALS	220.9	768		23				235.27

### SIGN AREA CALCULATIONS

LOWER G	OWER GREGORY STREET									
Sign ID	Gregory Street Address and Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet	
TBD	271 – Temp Church location	37.5	128						TBD	
TBD	251 – Livery Lot	TBD	TBD						TBD	
TBD	250 – Proposed Distillery	TBD	TBD						TBD	
TBD	221 a – Commercial Rental Space								TBD	
TBD	221 b – Commercial Rental Space	00.4	120						TBD	
TBD	221 c – Commercial Rental Space	89.1	128						TBD	
TBD	221 d – Commercial Rental Space								TBD	
	LOWER GREGORY STREET SUBTOTALS	126.6	256						0	

### SIGN AREA CALCULATIONS - GREGORY STREET TOTALS

TOTALS	789.8	2,944	28		272.88
SIGN AREA CALCULATION	_	ea x 1.35 (for Comprehensive Sign 44 x 1.35 = 3,974.4 sq. ft.	n Plans – Secti	on 15-61)	
TOTAL ALLOWED SIGN AREA (sq. ft.)					3,974.40
TOTAL PROPOSED SIGN AREA (sq. ft.)					272.88



### SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR DIRECTORY SIGN

TECH SURVEY REQUIRED PRIOR TO PRODUCTION

### SIGN SPECIFICATIONS

A SPHERE / DECROTIVE CAP

3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM CAPS

**B** CABINET

8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM ATTACHED & PAINTED WITH A SATIN FINISH. CABINET ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE **TUBES** 

C PAN PANEL

1/2" DEEP REVERSE CONSTRUCTED ALUMINUM PAN. FACE & RETURNS PAINTED WITH A SATIN FINISH. 1/2" > 1/2" X 1/8" INTERNAL ANGLE PAN TO ATTACH TO FRAME W/ COUNTERSUNK SCREWS AS REQ'D. ATTACHED TO RED CABINET W/ PROPER HARDWARE AS REQ'D

D DP VINYL

PRINTED CONTROL TAC W/ CLEAR LAMINATE - APPLIED 1ST SURFACE ON BACKER PANEL

2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/ PLUG WELDS

\*ESD DRAWING REQUIRED

4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE. \*ESD DRAWING REQUIRED

**G** MOUNTING COVER

12" DIA. .063" THICK ALUMINUM PAINTED WITH A POWDER COAT FINISH

**H** BASE PLATE

8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON

CAISSON/POLE

CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE \*ESD DRAWING REQUIRED

### COLOR KEY

P1 MP - TBD SATIN FINISH



P2 BLACK POWDER COAT



P3 MP 25833 BONE WHITE - SATIN



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	DATE	REVISION	DESIGNER
0	03.27.2020	various spec changes and sign additions	CF
2	04.17.2020	various spec changes and added aditonal signs	KJK
8	07.13.2020	removed sign #1	KJK
0			
6			
6			
0			
8			
9			
1			

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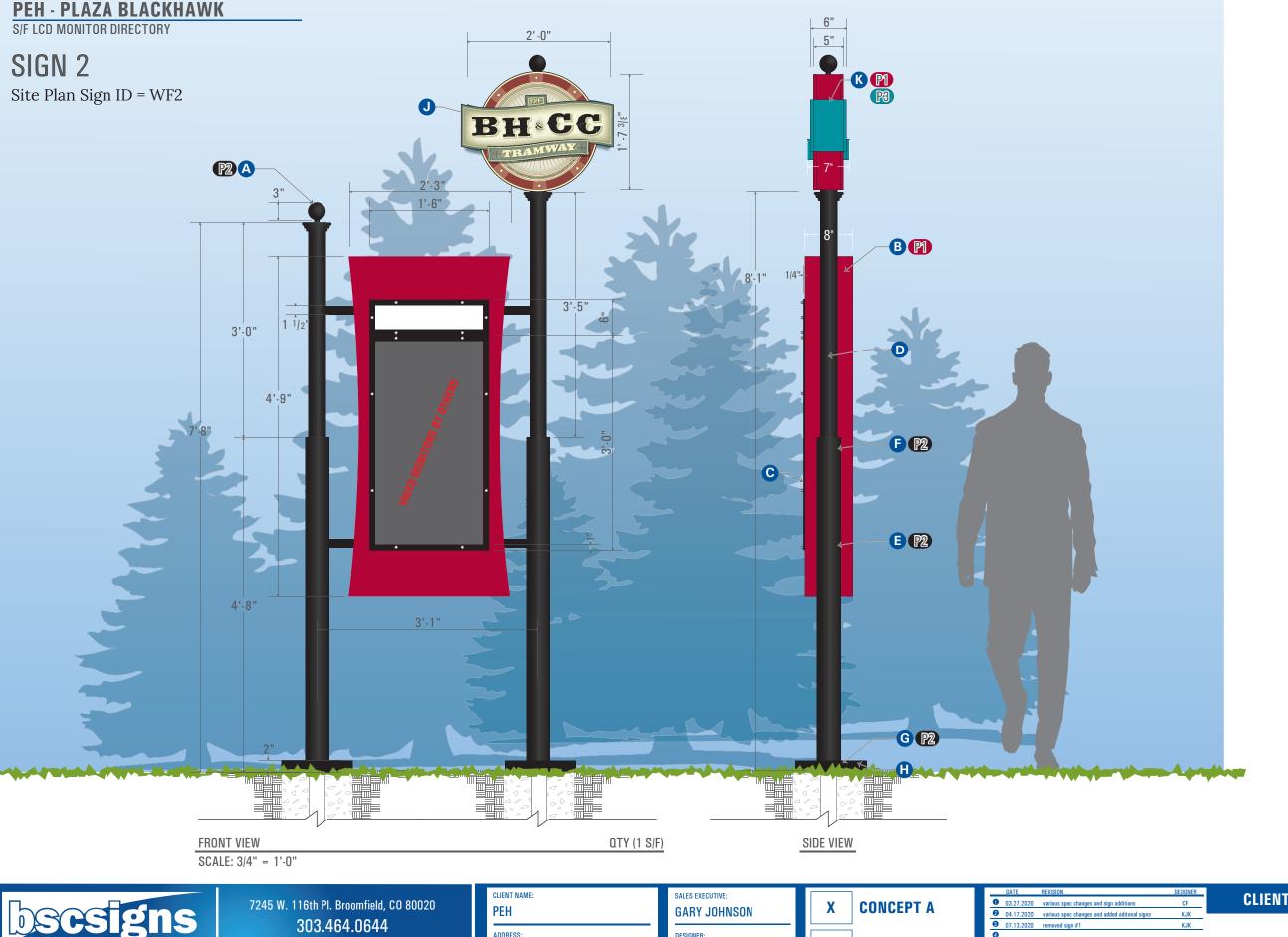
2020 Customer Art\PEH Architects\Plaza -Black Hawk\Sign Design\Concepts

FILE LOCATION PATH:

Client Signature / Date:

Landlord Signature / Date:

65 of 221



### **SCOPE OF WORK**

MANUFACTURE & INSTALL NEW EXTERIOR DIRECTORY SIGN

TECH SURVEY REQUIRED PRIOR TO PRODUCTION

### SIGN SPECIFICATIONS

A SPHERE / DECROTIVE CAP

3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM CAPS

B CABINET

8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM ATTACHED & PAINTED WITH A SATIN FINISH. CABINET ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE TUBES. LEAVE ROOM INSIDE FOR (2) 18" x 34" LCD MONITORS (TBD - BY OTHERS)

FACE & RETAINERS

1" x 1/4" THICK FLAT BAR RETAINERS PAINTED WITH A BLACK POWDER COAT FINISH MOUNTED TO CABINET W/ 3/8" BOLTS & ACORN NUTS TO MATCH EXISTING. CLEAR POLYCARBONATE FACES TO PROTECT MONITORS

2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A BLACK POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/ PLUG WELDS

\*ESD DRAWING REQUIRED

4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE. \*ESD DRAWING REQUIRED

**MOUNTING COVER** 

12" DIA. .063" THICK ALUMINUM PAINTED WITH A POWDER COAT FINISH

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12" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON

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8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON

CAISSON/POLE

CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE \*ESD DRAWING REQUIRED

**J** TRAM STOP TOPPER

CONSTRUCTION / GRAPHICS TBD

MULTI-LAYERED DOUBLE FACED PAN CHANNEL

5"-7" DEEP FRONT LIT LOGO

1" PAINTED TRIM CAP AND RETURNS (GREEN/RED TBD) 7328 WHITE 3/16" ACRYLIC FACE W/ DIGITALLY PRINTED TRANS VINYL GRAPHICS APPLIED 1ST SURFACE INTERNALLY ILLUMINATED BY 6500-7000K WHITE LEDS POLE MOUNTED WITH PROPER HARDWARE AS REQ'D

### COLOR KEY



P1 MP - TBD SATIN FINISH



P2 BLACK POWDER COAT



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	DATE	REVISION	DESIGNER	
0	03.27.2020	various spec changes and sign additions	CF	
0	04.17.2020	various spec changes and added aditonal signs	KJK	
3	07.13.2020	removed sign #1	KJK	
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6				
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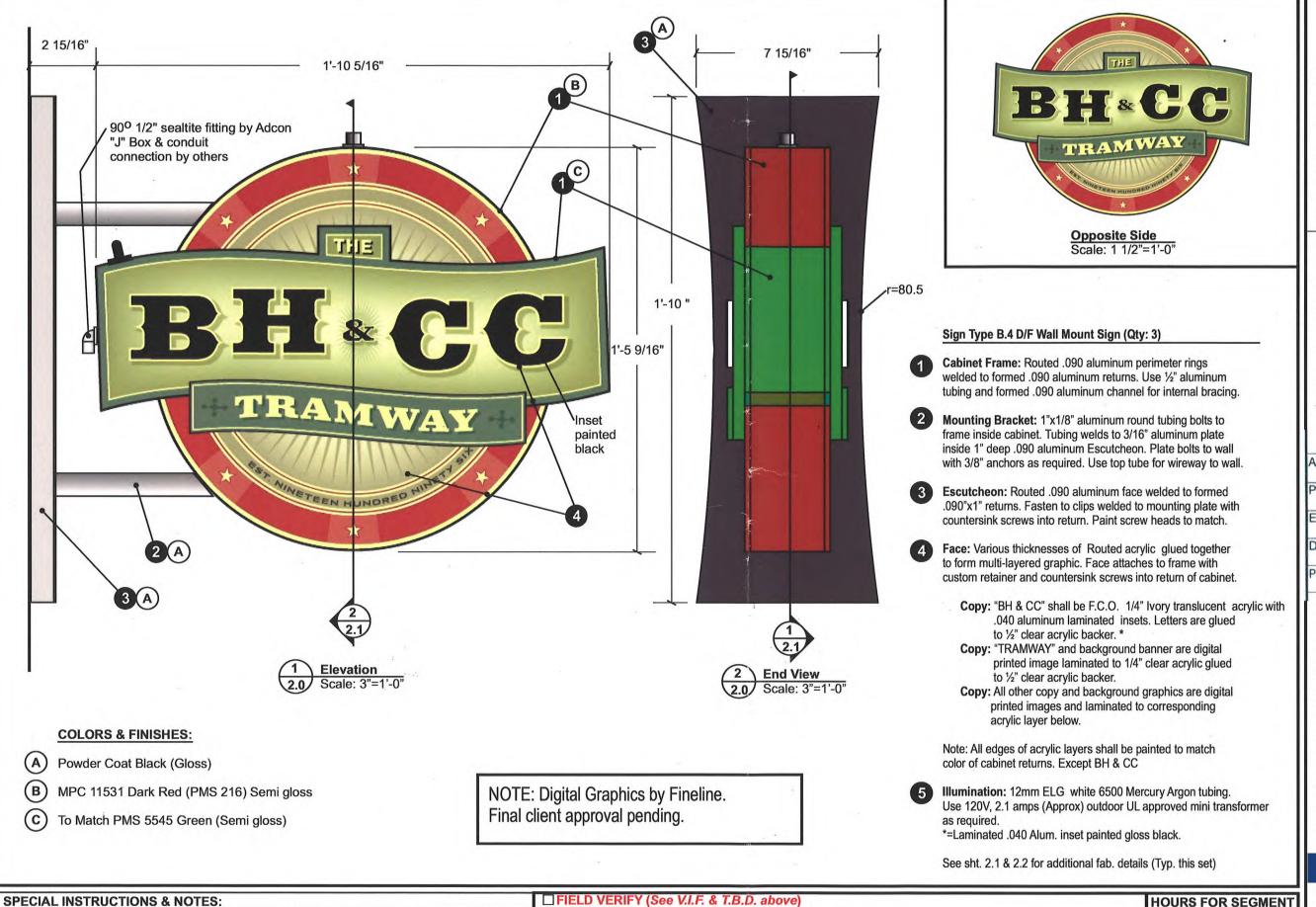
FILE LOCATION PATH: 2020 Customer Art\PEH Architects\Plaza -

Client Signature / Date:

Black Hawk\Sign Design\Concepts

66 of 221

Landlord Signature / Date:



Design

Vinyl

Router

Neon

Letter

Cab

Paint \_\_\_\_Install

Ship

□Hold

□ Partial Release

□ Order All Materials



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Shop Drawing 12-08-04

Sign TypeB.4 D/F Wall Mount Sign

City of Black Hawk BH & CC Tramway Black Hawk, CO

Drawn by: Brent C.
Account Manager: Merv E.
Project Manager: Gary J.

Account Manager Approval Date

Project Manager Approval Date

Date

Date

Estimator Approval

Designer Approval

Production Manager Approval Date

Design/Est. Number 22978

Revisions/ Description

Checked by No. Date AM PM 1 12-08-04

BAC

2 1-14-05

ND 2 HRS

3 1-20-05

ND 30 MIN

4 1-24-05

ND 5 MIN

4 04 05

5 **1-31-05** 

ND 15 MIN

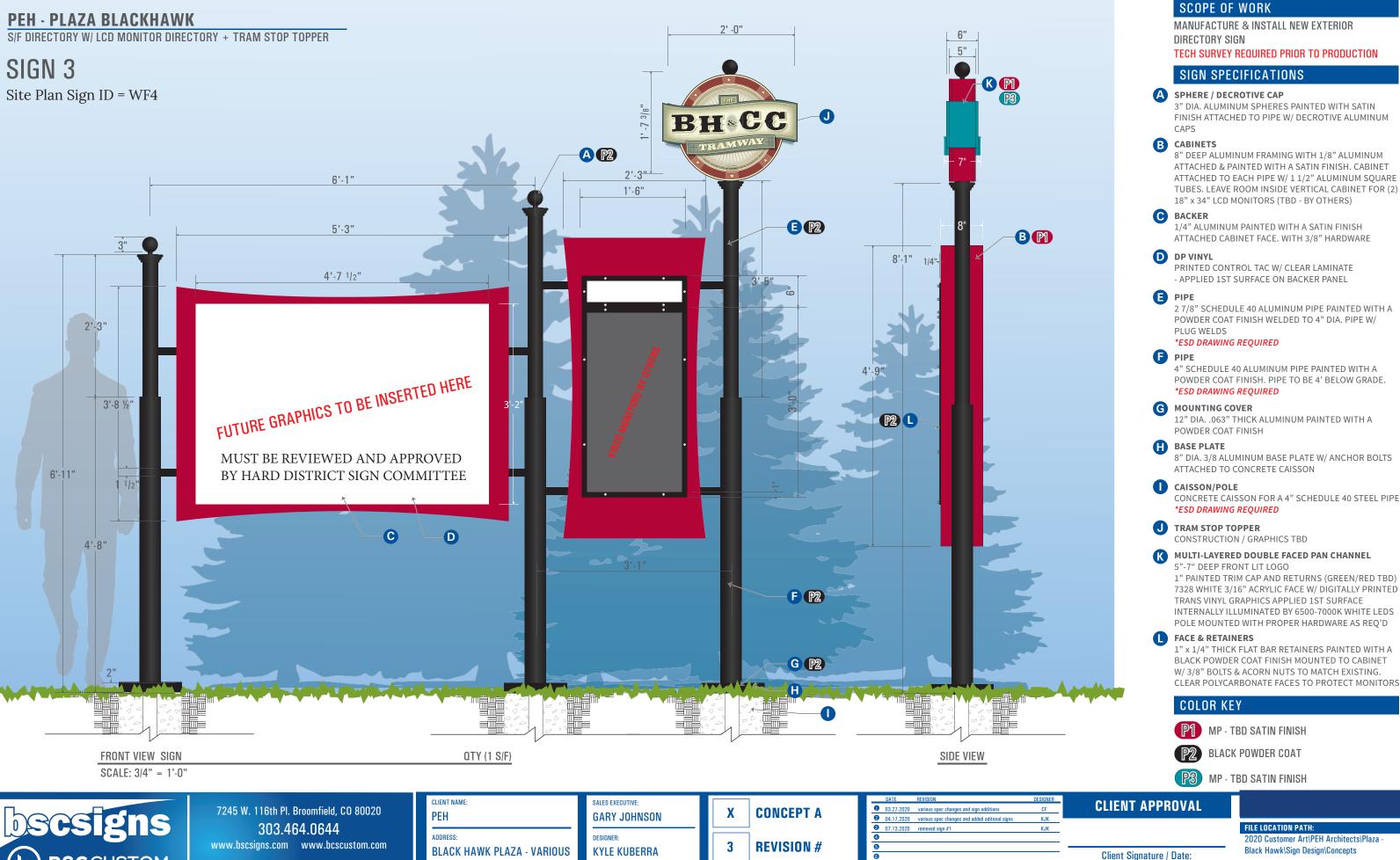
Page 13 of 22

Seg. No. 2

W.O. No. 0412035 \*\*

Sheet No. 2.0

67 of 221



ORIGINAL DATE

03.10.20

**FINAL ARTWORK** 

CITY / STATE / ZIP:

BLACKHAWK, CO

FILE LOCATION PATH:

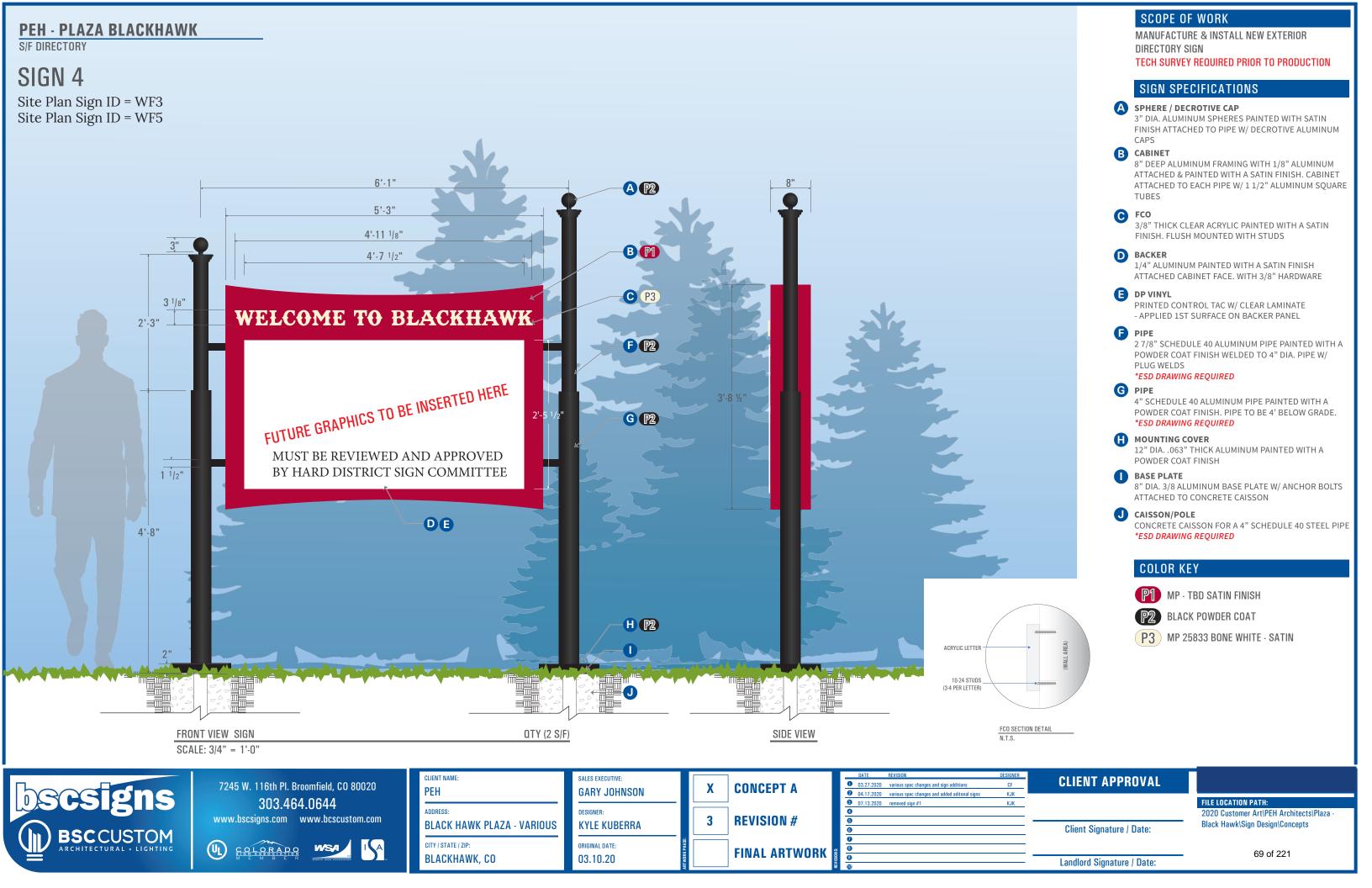
- APPLIED 1ST SURFACE ON BACKER PANEL

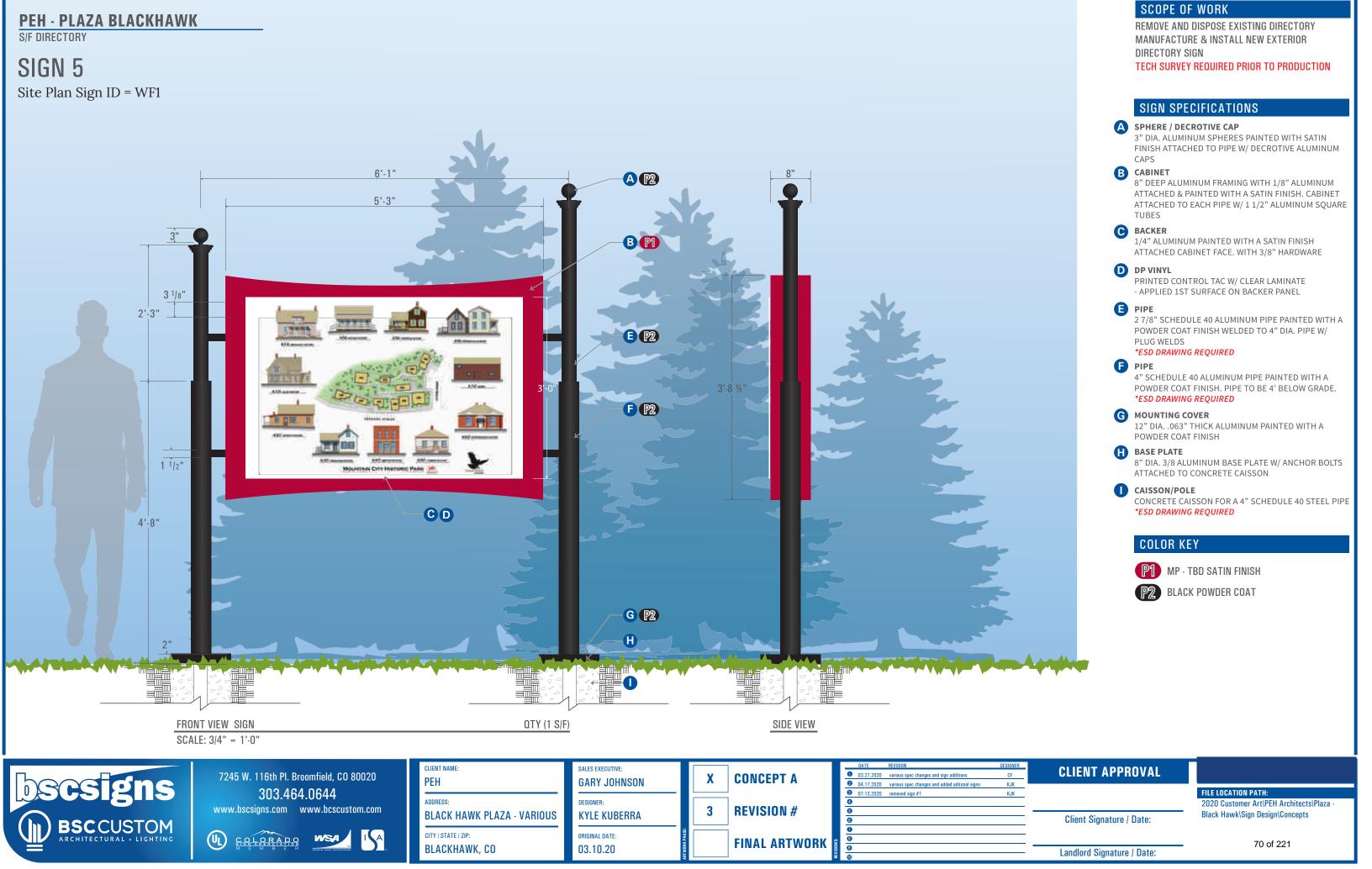
2020 Customer Art\PEH Architects\Plaza -Black Hawk\Sign Design\Concepts

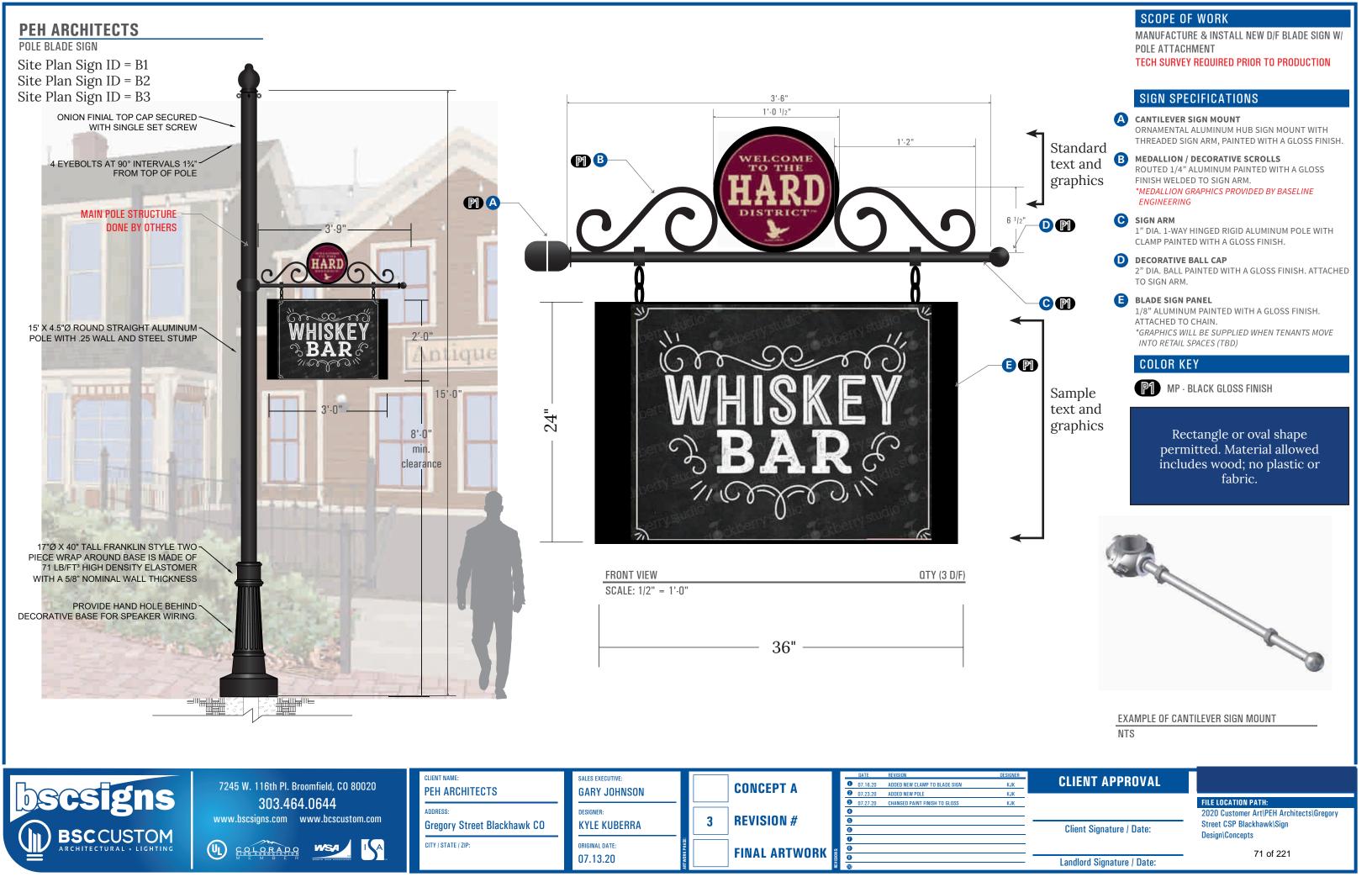
COLOR KEY

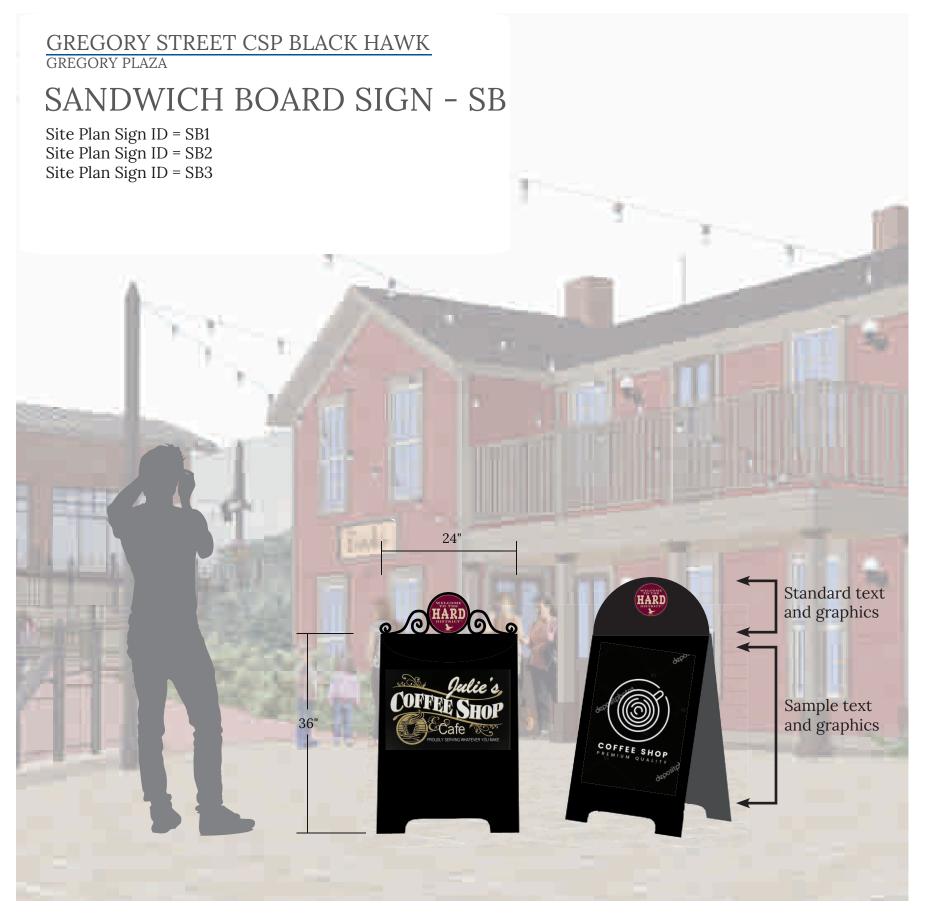
Landlord Signature / Date:

68 of 221







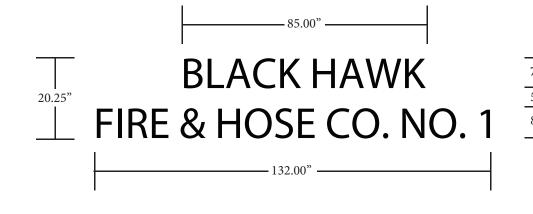




#### FIRE & HOSE CO. NO. 1

Site Plan Sign ID = L1 Site Plan Sign ID = L2 Site Plan Sign ID = L3

Sign Specs: Black lettering in Chunk Five font painted directly on building brick surface. Black color: C:0, M:0, Y:0, K:100; R:0, R:0; HEX: 000000







#### FIRE & HOSE CO. NO. 1 - ELEVATIONS

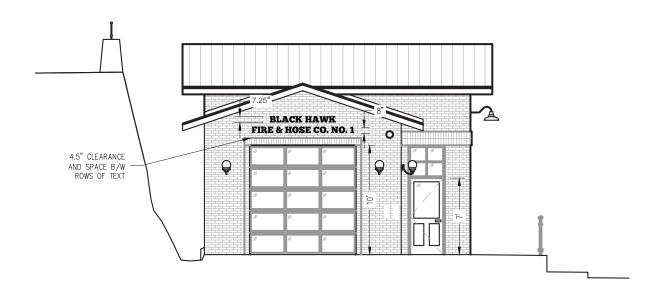
Site Plan Sign ID = L1, L2, L3

Sign Specs: Black lettering in Chunk Five font painted directly on building brick surface.

Black color: C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000



Sign Plan Sign ID - L3 EAST ELEVATION



Sign Plan Sign ID - L1 WEST ELEVATION



Sign Plan Sign ID - L2 SOUTH ELEVATION

#### BUNKHOUSE RESTROOM SIGNAGE

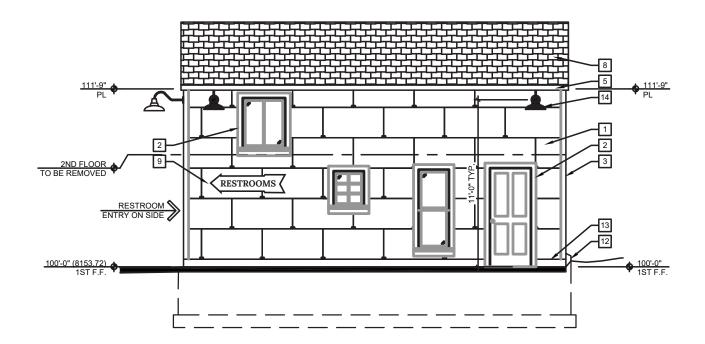
Site Plan Sign ID = P1 Site Plan Sign ID = P2

Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.

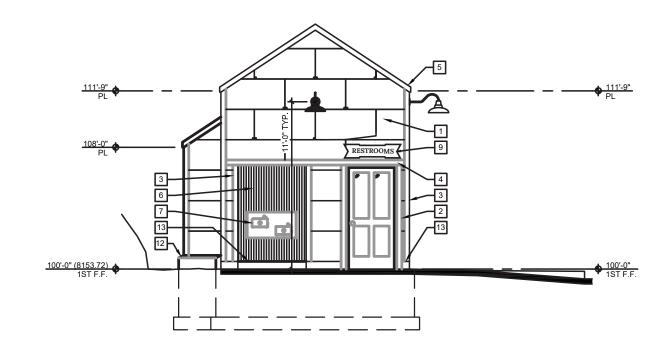
Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416 Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000



BUNKHOUSE RESTROOM



#### NORTH ELEVATION



EAST ELEVATION

#### PUBLIC RESTROOM SIGNAGE

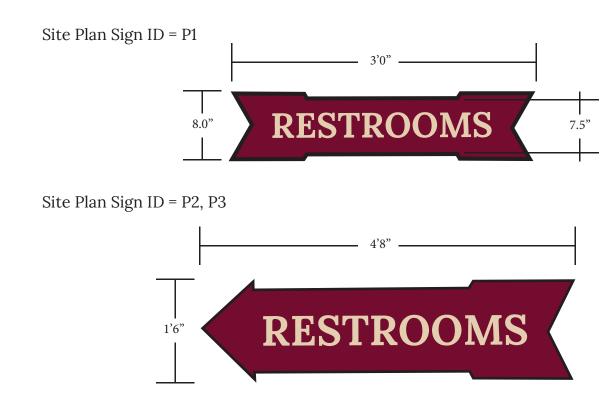
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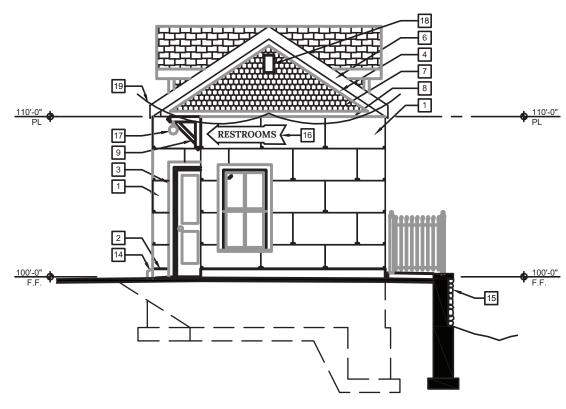
Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.

Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416 Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000



PUBLIC RESTROOM





SOUTH ELEVATION

RESOLUTION 15-2021 A RESOLUTION **APPROVING A** VARIANCE TO ALLOW A REDUCTION OF THE REQUIRED PARKING SPACES FROM 86 PARKING SPACES TO 66 PARKING SPACES FOR THE HAWK'S LANDING AIRSTREAM RV CAMPGROUND

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

#### Resolution No. 15-2021

TITLE: A RESOLUTION APPROVING A VARIANCE TO ALLOW A REDUCTION OF THE REQUIRED PARKING SPACES FROM 86 PARKING SPACES TO 66 PARKING SPACES FOR THE HAWK'S LANDING AIRSTREAM RV CAMPGROUND

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

#### **Section 1.** Findings of Fact.

- A. An application has been made by Dalton Horan of Ventana Capital, Inc. and Jason Krall of Rick Engineering on behalf of the property owner Club Vista Properties II, LLC (the "Applicant") for a variance to allow 66 parking spaces instead of 86 parking spaces for the Hawk's Landing Airstream RV Campground (the "Property"), within the City of Black Hawk, Colorado.
- B. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing; and
- C. The application is being evaluated in accordance with the criteria set forth in Section 16-366(4) of the Black Hawk Municipal Code.
- <u>Section 2</u>. The City Council hereby determines to GRANT a variance to allow 66 parking spaces instead of 86 parking spaces for the Hawk's Landing Airstream RV Campground (the "Property"), based on the Applicant's satisfaction all of the necessary criteria set forth in Section 16-366(4) as follows:
  - A. The City finds that exceptional or extraordinary circumstances unique to the Property or structure for which the variance is sought for which the strict enforcement of the provisions of the Black Hawk Zoning Code would cause an unnecessary hardship to the Applicant. The parking variance in this location is therefore warranted;
  - B. The City finds that the circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought, and the Applicant has provided sufficient evidence that a parking variance as requested is necessary and appropriate;
  - C. The City finds that the variance requested is the minimum deviation from the Black Hawk Zoning Code;

- D. The City finds that the granting of the variance will not injure the appropriate use of adjacent conforming properties;
- E. The City finds that the granting of the variance for 66 parking spaces is consistent with the spirit, purpose and intent of the Black Hawk Zoning Code and consistent with the character of the area surrounding the property for which the variance is sought;
- F. The City finds that the granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire, flood, traffic congestion or other hazard; and
- H. The City finds that the granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.
- <u>Section 3</u>. The variance approving a reduction of 20 parking spaces for the Hawk's Landing Airstream campground located at 990 Miners Mesa Road is therefore APPROVED with the following conditions:
  - A. The parking shall be constructed in accordance with the approved SDP/COAC for Hawk's Landing Airstream campground, and shall include a minimum of sixty-six (66) parking spaces;
  - B. All applicable building and electrical permits must be obtained prior to beginning construction;
  - C. This parking variance shall apply specifically to the property located at 990 Miners Mesa Road (Lot 1 of Black Hawk Park Subdivision), and shall not be transferable to any other property; and
  - D. This parking variance shall remain in full force and effect as long as the Airstream campground, office and outdoor bar uses continue. However:
    - i. Failure to apply for a building permit to carry out the work or failure to begin the use involved in the variance, within one (1) year from the date the variance was granted, shall constitute abandonment of the variance;
    - ii. Discontinuance of the use for which the variance was granted for a period of one (1) year or more shall constitute abandonment of the variance; and
    - iii. Upon abandonment, the variance shall automatically cease to exist with no further action by the City Council acting as the Board of Appeals.

#### RESOLVED AND PASSED this 24th day of March, 2021.

	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 a request for a Parking Variance for the Hawk's Landing Airstream park development on property described in Exhibit A and generally located at 990 Miners Mesa Road, Black Hawk, Colorado, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, March 24, 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

#### EXHIBIT A

LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4

# CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

**SUBJECT:** Parking Variance for Hawk's Landing Airstream campground located at 990 Miners Mesa Road (Lot 1 Black Hawk Park subdivision).

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen serving here as the Board of Appeals:

MOTION TO APPROVE Resolution No. 15-2021, a Resolution approving a variance to allow a reduction of the required parking spaces from 86 parking spaces to 66 parking spaces for the Hawk's Landing Airstream RV Campground located at 990 Miners Mesa Road with the following conditions:

- 1. The parking shall be constructed in accordance with the approved SDP/COAC for Hawk's Landing Airstream campground and shall include a minimum of sixty-six (66) parking spaces; and
- 2. All applicable building and electrical permits must be obtained prior to beginning construction; and
- 3. This parking variance shall apply specifically to the property located at 990 Miners Mesa Road (Lot 1 of Black Hawk Park Subdivision) and shall not be transferable to any other property; and
- 4. This parking variance shall remain in full force and effect as long as the Airstream campground, office, and outdoor bar uses continue. However:
  - a. Failure to apply for a building permit to carry out the work or failure to begin the use involved in the variance within one (1) year from the date the variance was granted shall constitute abandonment of the variance.
  - b. Discontinuance of the use for which the variance was granted for a period of one (1) year or more shall constitute abandonment of the variance.
  - c. Upon abandonment, the variance shall automatically cease to exist with no further action by the Board of Appeals.

#### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 7, 2021, the City of Black Hawk received an application request for a Parking Variance from Dalton Horan of Ventana Capital, Inc. and Jason Krall of Rick Engineering on behalf of the property owner Club Vista Properties II, LLC. The request is to allow the reduction of required parking spaces for the proposed Hawk's Landing Airstream RV campground planned for the future Lot 1 Black Hawk Park subdivision (currently a part of the existing Lot 1 Block 1 Miners Mesa Subdivision Filing No. 4). The proposed campground includes 50 permanently installed Airstream trailers that will be available for nightly rental, a check-in office, and an Airstream bar with outdoor seating. The request to reduce the number of parking spaces by 20 (from 86 to 66) is outlined in the attached staff report.

AGENDA DATE:		March 24,	2021	
WORKSHOP DATE:		N/A		
<b>FUNDING SOURCE:</b>		N/A		
<b>DEPARTMENT DIRECTOR APPROVAL:</b>		[X]Yes	[ ]	No
STAFF PERSON RESPONSIBLE:		Cynthia L. CP&D Dire		
DOCUMENTS ATTACHED:		<ol> <li>Resolut</li> <li>Staff R</li> <li>Land D</li> <li>Applica</li> </ol>	eport evelopi	2021 ment and Variance
RECORD:		[ ]Yes	[ X	]No
CoBH CERTIFICATE OF INSURANCE REQU	IRED	[ ]Yes	[ X	]No
<b>CITY ATTORNEY REVIEW:</b>		[ ]Yes	[ X	]N/A
SUBMITTED BY:	REVI	EWED BY:	<u>.</u>	
Cymeric Y. Yill	Stu	phen N. G	L	
Cynthia L. Linker, CP&D Director	Stephe	n N. Cole, C	City Ma	nager
Vincent Harris, AICP, Baseline Corporation				

83 of 221

# **Staff Report**

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

Date prepared: March 12, 2021 Meeting Date: March 24, 2021

**STAFF REPORT:** Parking Variance: Hawk's Landing Airstream Park

City Council For: P-20-13c **Project:** 

**Property Address:** 990 Miners Mesa Road, Black Hawk, CO 80422

**Applicants:** Dalton Horan – Ventana Capital, Inc.

Jason Krall – Rick Engineering

**Zoning:** Commercial/Business Services (C/BS) Julie Esterl - Baseline Corporation Prepared by:

Vincent Harris, AICP - Baseline Corporation 1/2 Approved by:

Reviewed by: Cynthia Linker, CP&D Director





#### **BACKGROUND:**

On February 7, 2021, the City of Black Hawk received an application request for a Parking Variance from Dalton Horan of Ventana Capital, Inc. and Jason Krall of Rick Engineering on behalf of the property owner Club Vista Properties II, LLC. The request is to allow the reduction of required parking spaces for the proposed Hawk's Landing Airstream RV campground planned for Lot 1 Block 1 Miners Mesa Subdivision Filing No. 4 (currently existing subdivision – see Figure 1). The proposed campground includes 50 permanently installed Airstream trailers available for nightly rental, a check-in office, and an Airstream bar with outdoor seating. The campground will be located on the western portion of the property known as Lot 1 Black Hawk Park – see Figure 2.

The Black Hawk Park subdivision plat was presented to the Black Hawk City Council for review on February 24, 2021. Details of the Subdivision Improvement Agreement for Black Hawk Park are being finalized with the intention that the plat may be approved at the March 17, 2021, Black Hawk City Council meeting with needed completion of the land owners' signature in advance of the Agreement.

In addition, the Hawk's Landing Site Development Plan (SDP) and Certificate of Architectural Compatibility (COAC) are planned for hearing before the Black Hawk City Council on March 17, 2021 (Continued to March 24, 2021). Approval of the SDP/COAC is conditioned upon either increasing the proposed parking to meet the Zoning Code regulations or obtaining a variance to the Zoning Code regulations to reduce the required parking for the development.

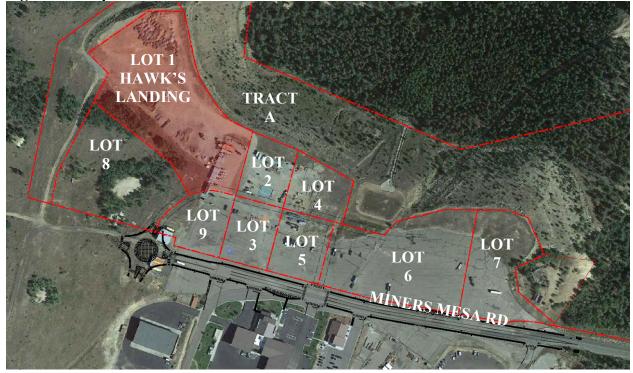
#### **ZONING:**

The property is zoned Commercial/Business Services (C/BS). A campground is a Special Review Use in the C/BS zone district. The property was issued a Special Review Use permit by the City Council for a campground on October 14, 2020, by Resolution No. 65-2020.

Figure 1: Location Map



Figure 2: Proposed Black Hawk Park Subdivision



#### **REQUEST:**

The applicants are requesting relief from Section 16-263 of the Zoning Code, which regulates the number of parking spaces required by land use, and requires that parking be provided for each use. The proposed development includes the following uses: 50 Airstream units for overnight rental, a 750 square foot checkin building, and an Airstream bar with 2,000 square feet of outdoor seating area. Eighty-six (86) parking

spaces are required for the three uses per Sec. 16-263 as outlined in Figure 3. Calculations representing the number of required spaces, the number of provided spaces, and the number of spaces requested for variance are shown in Figure 4.

**Figure 3: Parking Requirements:** 

<u>Use</u>	Parking Requirement	Parking Calculation	Total Parking Spaces Required
Hotels (Airstream units for overnight rental)	1.12 spaces per room, suite/individual exit	1.12 x 50	56
Office (Check-in building)	1 space per 250 sf of building.	750 / 250	3
Outdoor Bar	1 space per 75 sf of outdoor dining area	2,000 / 75	27
TOTAL			86

**Figure 4: Parking Variance Calculation:** 

Spaces Required	Spaces Provided	Requested Variance
86	66	20

#### **REVIEW:**

The City of Black Hawk off-street parking regulations (related to hotel, casino, and bar uses) were developed with gaming establishments in mind. Gaming businesses tend to have many uses, including gaming, dining, 'bars', and lodging. Each of these uses may attract different patrons, generally quite large in area. Therefore, the need for parking for each use is appropriate in a traditional hotel/bar/casino development. The proposed Hawk's Landing development does not include a gaming use and will not be located within the downtown core gaming area of Black Hawk. The primary land use of the development will be the Airstream rentals, which are herein considered hotel rooms for the purpose of calculating parking needs. The check-in building will serve only the patrons desiring to rent an Airstream unit. Because of its remote location from other uses and activities in Black Hawk, the outdoor bar will also primarily serve the patrons who rent an Airstream unit.

Staff believes that the proposed development's location and nature as a primarily "hotel" use allow for the consideration of a reduced number of required parking spaces. A 50 room hotel would require 56 parking spaces. The proposed development plans to provide 66 parking spaces as shown on the site development plan in Figure 5.

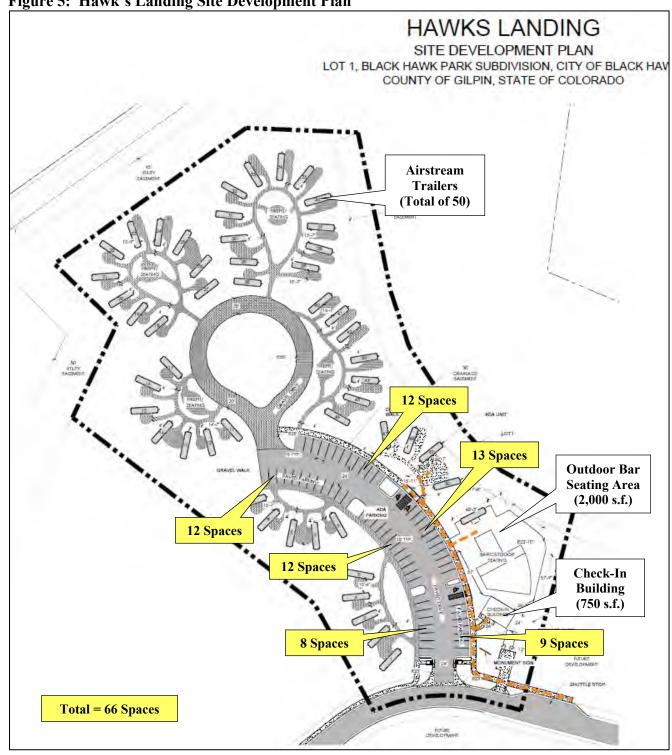


Figure 5: Hawk's Landing Site Development Plan

#### **Applicable City of Black Hawk Regulations**

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

Section 16-366. Variances and appeals

(2) Variances. Requests for relief from the regulations and development standards of this Chapter may be taken to the Board of Appeals when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.

Staff Comment: The off-street parking section of the City of Black Hawk Zoning Code (beginning with Section 16-261) was developed primarily with gaming uses in mind. Many gaming facilities in Black Hawk also include dining, bars, and lodging uses for which additional parking is appropriate. The proposed Hawk's Landing Airstream campground will be a lodging use that includes an office and an outdoor drinking area. Staff feels that these secondary uses are a function of the primary use and will bring few, if any, additional patrons to the site. In addition, the location of the proposed development on Miners Mesa Road makes the site unique compared to other similarly zoned properties located in downtown Black Hawk. Staff believes the applicant's request for relief from the strict application of the off-street parking calculation is reasonable and is only limited to the use(s) on Lot 1 of this property in the review.

(3) Hearing. Hearings of the Board of Appeals shall commence no later than the next regularly scheduled meeting following the completion of required notice procedure. The Board of Appeals may continue a hearing as may be necessary to obtain necessary information and make its decision. Public hearings shall be conducted in the manner provided in this Code.

Staff Comment: The variance application was submitted, noticed, and scheduled for a public hearing before the Board of Appeals in the manner provided in the Black Hawk Zoning Code.

- (4) Decision of the Board of Appeals.
  - a. After a public hearing, the Board of Appeals may modify the application of the regulations or provisions of this Chapter relating to the construction or alteration of buildings or structures or uses of land if the Board of Appeals finds that all of the following exist:
    - 1. Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant;

Staff Comment: Staff and the applicant expect that the development's various uses will not generally have their own discreet set of patrons. Thus it will be appropriate to share parking spaces amongst the complementary uses within the development on Lot 1 only.

2. The circumstances causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;

Staff Comment: The applicant has indicated that the owner has not created an unnecessary hardship, but rather that the owner is attempting to appropriately plan for parking at the site taking into consideration for the sharing of parking spaces across the complimentary uses only for Lot 1.

3. The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;

Staff Comment: The applicant has indicated that the parking requirements were acknowledged early in the development process; however, the applicant is requesting the variance in order to facilitate a design that provides the appropriate amount of parking while minimizing impervious areas and providing an economically and environmentally responsible development only on Lot 1 with the hotel use.

4. The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;

Staff Comment: Other properties in Black Hawk that are zoned Commercial/Business Services (C/BS) exist primarily along Clear Creek Boulevard (Highway 119). The Hawk's Landing property's location on Miners Mesa makes the site unique compared to other CB/S zoned properties in the City.

5. The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district:

Staff Comment: As outlined in the 'Review' section of this staff report, the proposed development's calculated parking requirement is 86 spaces. The proposed development has provided 66 parking spaces. The applicant has indicated that they feel the reduction of 20 parking spaces is the minimum deviation from the requirement necessary to allow appropriate parking for the proposed development on Lot 1.

6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property, and will not substantially diminish or impair property values within the surrounding area;

Staff Comment: Staff and the applicant feel that the reduction in parking will improve site layout and circulation. The reduction in parking spaces will not impair property values, injure the appropriate use of adjacent conforming properties, or impair views from adjacent properties. It then will also not add more impervious area/pavement to the site for unused and not-needed parking.

7. The granting of the variance will be consistent with the spirit, purpose, and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;

Staff Comment: The applicant has indicated, and staff agrees, that the intent of the required parking calculation is to ensure adequate parking for the intended uses on the site. The applicant and staff also believe that the sharing of the parking between the primary and secondary uses will allow for a reduction in the required number of parking spaces while maintaining enough spaces for the intended uses on Lot 1 only.

8. The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire, flood, traffic congestion or other hazard:

Staff Comment: The variance, if granted, will not diminish the public safety and welfare, nor increase hazards, including flood, fire prevention, or traffic congestion.

- 9. The granting of the variance is necessary to cause substantial justice to be done; and Staff Comment: Staff suggests that there is no injustice included with this request. The development has been designed with adequate parking for 50 'hotel rooms' (calculated at 56 spaces), with an additional 10 spaces provided to accommodate the secondary uses of the office and the outdoor bar if ever needed. Per Section 16-263 of the Zoning Code, the three uses require 86 spaces 56 for the 'hotel', 3 for the office and 27 for the outdoor bar. The proposed development provides 66 spaces. Staff suggests a variance to reduce the parking by 20 spaces is reasonable for this development since the patrons that rent a 'room' will likely be the same patrons that visit the office and the outdoor bar.
  - 10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

Staff Comment: A Special Review Use permit was issued for the property that allows for the RV campground use. The property is currently vacant, therefore the parking variance, if granted, would not expand a non-conforming use and is only requested for Lot 1.

b. In granting a variance, the Board of Appeals may prescribe any safeguard that it deems necessary to secure substantially the objectives of the regulations or provisions to which the variance applies and may impose such conditions on the use of the property for which the variance is sought as are consistent with the purposes of this Chapter. If such safeguards or conditions are imposed, the variance shall not become effective until the owner of the property and the applicant agree to abide by such conditions.

Staff Comment: Staff does not feel that any conditions are needed with the granting of the variance in order to secure the objectives of the regulations except as indicated in items (5) and (6) below.

- (5) Not transferable. Each variance shall apply specifically to the property or structure described in the approval and shall not be transferable to any other property or structure.
- (6) Duration. Unless limited by its terms, a variance shall remain in full force and effect as long as the use for which the variance is sought continues. However:
  - a. Failure to apply for a building permit to carry out the work or failure to begin the use involved in the variance, within one (1) year from the date the variance was granted, shall constitute abandonment of the variance.

- b. Discontinuance of the use for which the variance was granted for a period of one (1) year or more shall constitute abandonment of the variance.
- c. Upon abandonment, the variance shall automatically cease to exist with no further action by the Board of Appeals.

Staff Comment: Language regarding items (5) and (6) have been included as conditions of variance approval with this staff report.

#### **STAFF SUMMARY:**

Staff from Baseline Corporation has evaluated the information provided by Dalton Horan and Jason Krall for this project. The City of Black Hawk Municipal Code Section 16-366 allows requests for relief from the regulations and development standards of the Code. Staff from Baseline Corporation recommends that a parking variance reducing the required parking for the Hawk's Landing development from 86 spaces to 66 spaces be granted. This is a variance of 20 parking spaces. Staff suggests that the proposed development and number of parking spaces is acceptable, will meet the needs of the complimentary uses intended for the site, and is consistent with the intent of the off-street parking section of the Black Hawk Municipal Code.

In summary, staff recommends that a parking variance for the Hawk's Landing Airstream campground be granted, subject to the following conditions:

- 1. The parking shall be constructed in accordance with the approved SDP/COAC for Hawk's Landing Airstream campground, and shall include a minimum of sixty-six (66) parking spaces; and
- 2. All applicable building and electrical permits must be obtained prior to beginning construction; and
- 3. This parking variance shall apply specifically to the property located at 990 Miners Mesa Road (Lot 1 of Black Hawk Park Subdivision) and shall not be transferable to any other property; and
- 4. This parking variance shall remain in full force and effect as long as the Airstream campground, office and outdoor bar uses continue. However:
  - a. Failure to apply for a building permit to carry out the work or failure to begin the use involved in the variance, within one (1) year from the date the variance was granted, shall constitute abandonment of the variance.
  - b. Discontinuance of the use for which the variance was granted for a period of one (1) year or more shall constitute abandonment of the variance.
  - c. Upon abandonment, the variance shall automatically cease to exist with no further action by the Board of Appeals.

#### **FINDINGS:**

The Board of Appeals may *approve*, *conditionally approve*, *or deny* a variance. To support this proposal, the following findings can be used:

The proposed parking variance for Hawk's Landing Airstream campground, which allows a reduction of 20 required parking spaces, meets the intent of the criteria outlined in Section 16-366 (variances and appeals) of the Municipal Code used to determine the appropriateness of the request as noted and evaluated in the staff report presented to the Board of Appeals.

#### **RECOMMENDATION:**

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

MOTION TO APPROVE Resolution No.15-2021, a Resolution approving a variance to allow a reduction of the required parking spaces from 86 parking spaces to 66 parking spaces for the Hawk's Landing Airstream RV Campground located at 990 Miners Mesa Road with the following conditions:

- 1. The parking shall be constructed in accordance with the approved SDP/COAC for Hawk's Landing Airstream campground, and shall include a minimum of sixty-six (66) parking spaces; and
- 2. All applicable building and electrical permits must be obtained prior to beginning construction; and
- 3. This parking variance shall apply specifically to the property located at 990 Miners Mesa Road (Lot 1 of Black Hawk Park Subdivision) and shall not be transferable to any other property; and
- 4. This parking variance shall remain in full force and effect as long as the Airstream campground, office and outdoor bar uses continue. However:
  - a. Failure to apply for a building permit to carry out the work or failure to begin the use involved in the variance, within one (1) year from the date the variance was granted, shall constitute abandonment of the variance.
  - b. Discontinuance of the use for which the variance was granted for a period of one (1) year or more shall constitute abandonment of the variance.
  - c. Upon abandonment, the variance shall automatically cease to exist with no further action by the Board of Appeals.

#### **ATTACHMENTS:**

1. Land Development and Variance Applications

# **Applicant's Submittal**



#### FORMAL LAND USE APPLICATION

City of Black Hawk
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Phone: 303-582-0615 or www.cityofblackhawk.org

#### COMPLETE ALL BOXES - Incomplete applications will not be processed

Applicant Name: Dalton Horan	Applicant Address 9801 East Easter Avenue, Centennial, CO 80112 & Zip Code:
Applicant Phone: 303-946-8012	Applicant Email: dahoran@ventanacap.com
Property Owner Name: Club Vista Properties II, LLC	Property Owner Address 9801 East Easter Avenue, Centennial, CO 80112 & Zip Code:
Property Owner Phone:	Property Owner Email:
Project Name: Hawk's Landing	Project Description: SDP and COAC for commercial development
Project Address or 830 Miners Mesa Rd., Black Hawk, CO 80422 Location:	Project Parcel Number: R013116
Existing Subdivision, Lot 1, Black Hawk Park Subdivision Lot & Block:	Existing Planned NA Unit Development:
Existing Property Size: 5.4  Acres Sq. Ft.	Existing Building Size <b>NA</b> in square feet:
Existing Zoning: C/BS	Proposed Zoning: C/BS
Existing Use: vacant land	Proposed Use: RV park with check-in and bar

#### ITEMS REQUIRED WITH FORMAL LAND USE APPLICATION SUBMITTAL:

- This completed & signed Formal Land Use Application form
- All Items indicated/checked on the Formal Land Use Application Checklist that is attached
- Formal Land Use Application Deposit in the amount of \$5000.00

#### APPLICATION AND FEE AGREEMENT:

The Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code establishes the requirement for applicants to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications.

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner and commit to deposit the sum of \$5000 \_\_\_\_\_ to be used to pay the City's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies. I understand that if Formal Land Use Application costs exceed the amount collected, the City will invoice me, as the applicant, for the additional consultant cost plus a 15% administrative fee. I additionally agree that I am not acquiring any rights by virtue of the payment of the City's expenses.

Submit Pre-Land Use Applications and required submittal items to: cpdinquiry@cityofblackhawk.org

Applicant's Signature	Daly Com	Date (15/202)	
FOR CITY USE ONLY:	Received by:	Date:	

#### VARIANCE APPLICATION



City of Black Hawk

Community Planning and Development

211 Church Street, P.O. Box 68, Black Hawk, CO 80422

Email: CPDinquiry@cityofblackhawk.org • Visit: www.cityofblackhawk.org

#### **COMPLETE ALL BOXES – Incomplete applications will not be processed**

Date:

Project Lot 1 SDP/COAC

02-05-2021

Name and P-20-13

**Applicant Name and Address:** 

Dalton Horan

9801 E. Easter Ave., Centennial, CO 80112

**Applicant Phone and Email:** 

303-946-8012; dahoran@ventanacap.com

**Describe the Requested Variance:** 

Reduce Lot 1 parking requirements from 86 spaces to 66 spaces

The City of Black Hawk Municipal Code allows for variances to the Code per Section 16-366 and with consideration by the Board of Alderman of ten (10) criteria.

#### RESPOND TO ALL TEN CRITERIA FOR VARIANCE CONSIDERATION:

1. Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant;

The proposed development is a multi-use facility, which includes lodging (airstream RV units), a check-in building, and an airstream bar (outdoor dining). It is expected that the various uses in the development will largely not have its own discreet set of patrons, and thus appropriate to share parking spaces amongst the complimentary uses within the development.

2. The circumstances causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;

The request for the variance is based on providing a reasonable parking lot and number of spaces to serve the development, accounting for the sharing of parking spaces across multiple complimentary uses on site and was not created by the developer.

3. The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;

Parking requirements were acknowledged early in the development process; it was discussed that the multiple uses on site would not require separate parking for each use due to the nature of the uses on site. Sharing parking between the uses enhances the site layout, reduces impervious area, and reduces wasted area and materials for parking that is not necessary to serve the site.

4. The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;

Other uses in this zoning district are not likely to have multiple complimentary uses within the same development that do not require unique parking spaces for each use.

5.	The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater
	use as that allowed of other land or structures in the same zoning district;

By allowing shared use of the parking requirements for multiple uses, the development shall have have an equal use to a property with a single use.

6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;

Reduction in parking will improve site layout and circulation while improving views from adjacent properties. It will not impair property values and will provide a parking lot of appropriate size for the uses intended on site.

7. The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;

The spirit, purpose and intent of the parking code requirements is to provide adequate parking for the uses intended on the site; sharing of the parking will still provide for adequate parking facilities for the multiple complimentary uses on the site.

8. The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire, flood, traffic congestion or other hazard;

Reduction of parking will have no effect on public safety, welfare or increase hazards including flood, fire prevention or traffic congestion.

- 9. The granting of the variance is necessary to cause substantial justice to be done; and The granting of this variance will allow for substantial justice to be done, in not penalizing the development for having multiple complimentary uses within the same development. Sharing the parking between the various site uses minimizes wasted impervious area on the site.
- 10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

Densities and uses remain unchanged with the variance; there are no non-conforming uses on site.

Parking calculations based on the different uses within the Lot 1 Hawk's Landing Airstream Park are provided below based on the required number of spaces for each use per the City of Black Hawk Municipal Code. The parking space requirements per use type have been discussed and agreed with City staff and Baseline Engineering.

LAND USE TYPE	LAND USE CODE	PARKING REQUIRED	ADA PARKING REQUIRED	PARKING PROVIDED	ADA PARKING PROVIDED
HOTEL ROOMS/TRAILERS	1.12 SPACES/ROOM	54	2		
HOTEL CHECK-IN	1 SPACE/250 S.F.	3		63	3
OUTDOOR BAR	1 SPACE/75 S.F.	27			
TOTAL		8	6	6	6

It is requested to allow for shared parking between uses as it is expected that the uses allowed for on site will not have wholly unique and distinct user sets. It is requested that the spaces required for the check-in facility be shared with the RV unit parking; it is expected that nearly all parking at the check-in building will be utilized by patrons staying in the RV units. It is anticipated that a minimum of 60% of the patrons of the airstream bar will be staying in the RV units on site; it is requested to share 15 of the 27 required spaces for the airstream bar with the RV unit parking. The new requested total parking will comprise of 54 parking spaces shared between the RV units, check-in building and bar, and 12 parking spaces for patrons of the airstream bar.

It is expected to have no more than 3 staff for the site, and there is a fenced off back of house area behind the check-in building which has driveway access and may provide employee parking.

There is a shuttle stop adjacent the site, which will provide for some of the transportation to the site for patrons of the outdoor Airstream bar which will not require additional parking spaces on site.

# RESOLUTION 8-2021 A RESOLUTION CONDITIONALLY APPROVING THE BLACK HAWK PARK PRELIMINARY AND FINAL PLAT

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

#### Resolution No. 8-2021

## TITLE: A RESOLUTION CONDITIONALLY APPROVING THE BLACK HAWK PARK PRELIMINARY AND FINAL PLAT

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

#### **Section 1.** Findings of Fact.

- A. An application has been made by Ventana Capital, Inc. (the "Applicant") for approval of a preliminary plat and final plat for property to be known as the Black Hawk Park Subdivision (the "Property"), within the City of Black Hawk, Colorado; and
- B. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.
- Section 2. The City Council hereby determines to conditionally approve the Black Hawk Park Subdivision Preliminary Plat and Final Plat, attached hereto as Exhibits A and B respectively, subject to satisfaction of the following conditions:
  - A. Final Engineering documents shall in the future be submitted with Site Development Plan (SDP) applications and be plans sufficient to constitute final Construction Documents for the permitting of such work needed to develop a proposed SDP;
  - B. The Final Plat shall not be recorded until all redlines and comments by Black Hawk staff are addressed (including the dedication certificate on the Final Plat indicating that Lot 6 is herein dedicated to the City upon signatures added to the plat and recordation in the Gilpin County Clerk and Recorders Office) to the satisfaction of the Director of Public Works and the Community Planning and Development Director;
  - C. A new note herein included shall be added to the Final Plat document:
    - NOTE 9. This FINAL PLAT is approved to allow conveyance of lots only; and any lot or tract owner is hereby put on notice by the City as the approving entity that each lot and tract public improvement obligation shall be determined at the time of approval of a Site Development Plan, and therefore no building permit shall be issued until the public improvement infrastructure obligations associated with each such lot or tract have been secured by a performance guarantee in accordance with the City of Black Hawk Municipal Code and the regulations of the Black Hawk/Central City Sanitation District. Nothing in this Plat Note No. 9 shall be deemed to preclude overlot grading on the Property prior to approval of a Site Development Plan, which overlot grading would be at the sole risk of any property owner.

- D. The Final Plat shall be updated with a reference of conveyance to the City of Lots 4, 5 and 6.
- E. The Final Plat shall not be recorded until financial obligations of the Applicant are provided to the City, in accordance with the fully executed Subdivision and Development Agreement as set forth in Section 3 of this Resolution; and
- F. The Final Plat shall not be effective until it is certified by the appropriate parties and recorded at the Office of the Gilpin County Clerk and Recorder.

<u>Section 3.</u> The City Council further approves the Subdivision and Development Agreement attached hereto as **Exhibit C**, and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of March, 2021.

	David D. Spellman, Mayor
ATTEST:	
Melissa A. Greiner, CMC, City Clerk	

#### **EXHIBIT A**

# BLACK HAWK PARK SUBDIVISION PRELIMINARY PLAT

# BLACK HAWK PARK

#### PRELIMINARY PLAT

# A REPLAT OF LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4, BEING LOCATED IN NORTH HALF OF SECTION 18, AND THE SOUTHWEST QUARTER OF SECTION 7

# BOTH BEING WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST 6TH P.M. CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO SHEET 1 OF 2

#### **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: CLUB VISTA PROPERTIES II, LLC, IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE CITY OF BLACK HAWK, GILPIN COUNTY, AND THAT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS BLACK HAWK PARK, AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THE ACCOMPANYING PLAT FOR THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY GRANT TO THE CITY OF BLACK HAWK USE OF THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS PERMANENT PUBLIC EASEMENTS. IN WITNESS WHEREOF, \_\_\_\_\_\_ HAS CAUSED HIS NAME TO BE HEREUNTO SUBSCRIBED THIS

OWNER SIGNATURE
<u>NOTARY</u>
STATE OF )
)SS COUNTY OF)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF, 20, BY AS
WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES
IECAI DESCRIPTION

#### LEGAL DESCRIPTION

A REPLAT OF LOT 1, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NUMBER RO13116, A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTH HALF OF SECTION 18, BOTH WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, BEING ASSUMED TO BEAR NORTH 89°07'38" WEST, A DISTANCE OF 3189.53 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

-NORTHWEST CORNER OF SECTION 18, 3.25" ALUMINUM CAP, DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT "1979". -NORTH QUARTER CORNER OF SECTION 18. 3.25" ALUMINUM CAP. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT "1979". BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 18, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4;

THENCE ALONG THE EASTERLY SIDE OF SAID LOT 1, BLOCK 1 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ALSO THE EASTERLY LINE OF SAID LOT 1, BLOCK 1

- SOUTH 00°43'40" EAST, A DISTANCE OF 627.36 FEET;
- 2. THENCE DEPARTING SAID EAST LINE SOUTH 21°11'02" EAST, A DISTANCE OF 84.74 FEET;
- 3. THENCE NORTH 68°30'00" EAST, A DISTANCE OF 348.31 FEET; 4. THENCE SOUTH 21°51'21" EAST, A DISTANCE OF 61.39 FEET;
- 5. THENCE SOUTH 67°50'00" WEST, A DISTANCE OF 191.40 FEET;
- 6. THENCE SOUTH 19'13'48" EAST, A DISTANCE OF 101.14 FEET:
- 7. THENCE SOUTH 64°28'07" WEST, A DISTANCE OF 82.20 FEET;
- 8. THENCE SOUTH 24°59'36" WEST, A DISTANCE OF 68.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MINERS MESA ROAD; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES
- 1. THENCE ALONG SAID RIGHT-OF-WAY BEING ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 440.16 FEET, A CENTRAL ANGLE OF 16°54'43", WHOSE CHORD BEARS NORTH 87°21'36" WEST A DISTANCE OF 129.45 FEET, FOR AN ARC DISTANCE OF 129.92 FEET:
- 2. THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND RIGHT-OF-WAY LINE EXTENDED NORTH 78°54'15" WEST, A DISTANCE OF 396.59 FEET;
- 3. THENCE ALONG A NON—TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 31°17'25", WHOSE CHORD
- 4. THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 52°56'24", WHOSE CHORD BEARS NORTH
- 83°43'28" WEST A DISTANCE OF 445.73 FEET, FOR AN ARC DISTANCE OF 461.99 FEET; 5. NORTH 57°15'16" WEST, A DISTANCE OF 68.07 FEET;
- 6. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 21°09'31", WHOSE CHORD BEARS NORTH 67°50'01" WEST A DISTANCE OF 100.98 FEET, FOR AN ARC DISTANCE OF 101.55 FEET;
- 7. NORTH 75°07'40" WEST, A DISTANCE OF 1199.64 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1, BLOCK 1;

BEARS SOUTH 85°27'03" WEST A DISTANCE OF 215.74 FEET, FOR AN ARC DISTANCE OF 218.45 FEET;

- THENCE ALONG THE WESTERLY BOUNDARY OF LOT 1, BLOCK 1, THE FOLLOWING SIX (6) COURSES AND DISTANCES;
- 1.NORTH 10°55'57" EAST, A DISTANCE OF 663.89 FEET;
- 2. THENCE NORTH 54°39'54" EAST, A DISTANCE OF 719.57 FEET;
- 3. THENCE NORTH 53°04'00" WEST, A DISTANCE OF 171.33 FEET;
- 4. THENCE NORTH 71°30'03" EAST, A DISTANCE OF 148.55 FEET; 5. THENCE NORTH 18°30'03" WEST, A DISTANCE OF 40.00 FEET;
- 6.THENCE NORTH 54°15'00" EAST, A DISTANCE OF 300.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1, BLOCK 1;
- THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT THE FOLLOWING THREE (3) COURSES AND DISTANCES:
- 1.SOUTH 07°42'11" WEST, A DISTANCE OF 838.29 FEET;
- 2. THENCE SOUTH 67'00'00" EAST, A DISTANCE OF 899.92 FEET;
- 3.THENCE NORTH 77°14'02" EAST, A DISTANCE OF 702.06 FEET, TO THE POINT OF BEGINNING.
- CONTAINING 2,079,423 SQUARE FEET OR 47.737 ACRES, MORE OR LESS.

#### TRACT/LOT TABLE

LOT/TRACT	SQ. FT.	ACRES±	PURPOSE
LOT 1	560,268	12.862	*
LOT 2	44,272	1.016	*
LOT 3	45,423	1.043	*
LOT 4	46,785	1.074	*
LOT 5	44,579	1.023	*
LOT 6	172,609	3.963	*
LOT 7	99,428	2.283	*
LOT 8	46,626	1.070	*
ROW DEDICATION	101,438	2.329	DEDICATION
TRACT A	917,975	21.074	OPEN SPACE, UTILITIES, DRAINAGE

\*USES CONFORMING TO C/BS ZONING INCLUDING SRU OF RV CAMPGROUND AND INDOOR SHOOTING FACILITIES

#### **GENERAL NOTES**

1.) THE PURPOSE OF THIS MINOR SUBDIVISION PLAT IS TO RECONFIGURE LOT AND TRACT LINES AS SHOWN HEREON, PURSUANT TO C.R.S 31-23-201, ET SEQ,. AND CHAPTER 17 OF THE CITY OF BLACK HAWK MUNICIPAL CODE. NOTHING IN THE APPROVAL OF THIS PLAT SHALL ALLOW, PERMIT. OR CAUSE TO BE ALLOWED OR PERMITTED ANY DEVELOPMENT OR CONSTRUCTION ON ANY LOT HEREON WITH OUT A SUBSEQUENT LAND DEVELOPMENT APPLICATION AND APPROVAL THAT INCLUDES. AT A MINIMUM, PROVISIONS FOR THE CONSTRUCTION OF NECESSARY PUBLIC IMPROVEMENTS AND OTHER CONDITIONS OF APPROVAL AS DETERMINED BY THE BOARD OF ALDERMAN, INCLUDING AT A MINIMUM THOSE PROVISIONS REQUIRED BY 17-63 AND 17-64 OF THE CITY OF BLACK HAWK MUNICIPAL CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. NO CONSTRUCTION OF ANY TYPE SHALL OCCUR ON THE PROPERTY THAT IS PLATTED HEREON UNTIL A SUBSEQUENT AGREEMENT HAS BEEN REACHED BETWEEN THE SUBDIVIDER, OR ITS SUCCESSOR ON IN INTEREST, AND THE CITY REGARDING, AT A MINIMUM, THE NECESSARY PUBLIC IMPROVEMENTS AND A FINANCIAL GUARANTEE APPROVED BY THE CITY FOR SAID PUBLIC IMPROVEMENTS.

2.) DISTANCES ON THIS SITE ADJUSTMENT DEDICATION PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1220/3937 METERS. ALL BEARINGS SHOWN HERE ON ARE IN DEGREE-MINUTES-SECONDS.

3.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.

4.) 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

5.) COMMONWEALTH LAND TITLE COMPANY COMMITMENT NUMBER 597-H0508532-023CNX, AMENDMENT NO. 1, EFFECTIVE DATE JULY 22, 2020 AT 7:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.

6.) RICK ENGINEERING, HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR RECORDED/UNRECORDED EASEMENTS, ENCUMBRANCES, RÉSTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

7.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ASSUMED TO BEAR N 89°07'38" W BETWEEN MONUMENTS AS SHOWN WITHIN THIS PLAT.

#### OWNED /DEVELOPED

NOTARY PUBLIC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_\_

WITNESS MY HAND AND SEAL

		CITY OF BLACK HAWK
		BY:
ATTEST:		DAVID D. SPELLMAN, MAYOR
MELISSA GREINER, CITY CL	 -ERK	
NOTARY PUBLIC		
NOTARY PUBLIC STATE OF	·	
STATE OF  COUNTY OF  THE FOREGOING INSTRUME	)SS ) ENT WAS ACKNOWLEDGED BEFORE	ME THIS, 20, B
STATE OF  COUNTY OF  THE FOREGOING INSTRUME	)SS ) ENT WAS ACKNOWLEDGED BEFORE AYOR AND MELISSA GREINER AS	ME THIS DAY OF, 20, B CITY CLERK OF THE CITY OF BLACK HAWK, FOR AND BEHALF
STATE OF  COUNTY OF  THE FOREGOING INSTRUME DAVID D. SPELLMAN AS M. THE CITY.	)SS ) ENT WAS ACKNOWLEDGED BEFORE AYOR AND MELISSA GREINER AS EAL	ME THIS DAY OF, 20, B CITY CLERK OF THE CITY OF BLACK HAWK, FOR AND BEHALF
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STATE OF  COUNTY OF  THE FOREGOING INSTRUME DAVID D. SPELLMAN AS M. THE CITY.  WITNESS MY HAND AND S  N WITNESS WHEREOF,	)SS) ENT WAS ACKNOWLEDGED BEFORE AYOR AND MELISSA GREINER AS  EAL  NOTARY PUBLIC  MY COMMISSION EXPIRES , AS COMPANY, HAS CAUSED	CITY CLERK OF THE CITY OF BLACK HAWK, FOR AND BEHAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY

\_\_\_\_\_\_\_ OF CLUB VISTA PROPERTIES II, LLC.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC



VICINITY MAP

SCALE: 1"=1000'

#### MAYOR'S CERTIFICATE

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ \_\_, 2020 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL CONDITION OF ANY LOT SHOW HERE ON ARE SUCH THAT A BUILDING PERMIT CAN BE ISSUED.

CITY OF BLACK HAWK

ATTEST:	BY:
	DAVID D. SPELLMAN, MAYOR

MELISSA GREINER, CITY CLERK

#### SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BLACK HAWK PARK, WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE SUBDIVISION ORDINANCE FOR THE CITY OF BLACK HAWK HAVE BEEN PLACED ON THE GROUND. THAT THE SURVEY ACCURATELY AND PROPERLY WITHIN APPLICABLE STANDARDS OF PRACTICE SHOWS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT J. HENNESSY REGISTERED COLORADO LAND SURVEYOR NO. 34580 FOR AND ON BEHALF OF RICK ENGINEERING

FOR RECORE	<b></b> -	RK A USE	

<u>CLERK</u>	AND	RECORDER'S	<u>CERTIFICATE</u>

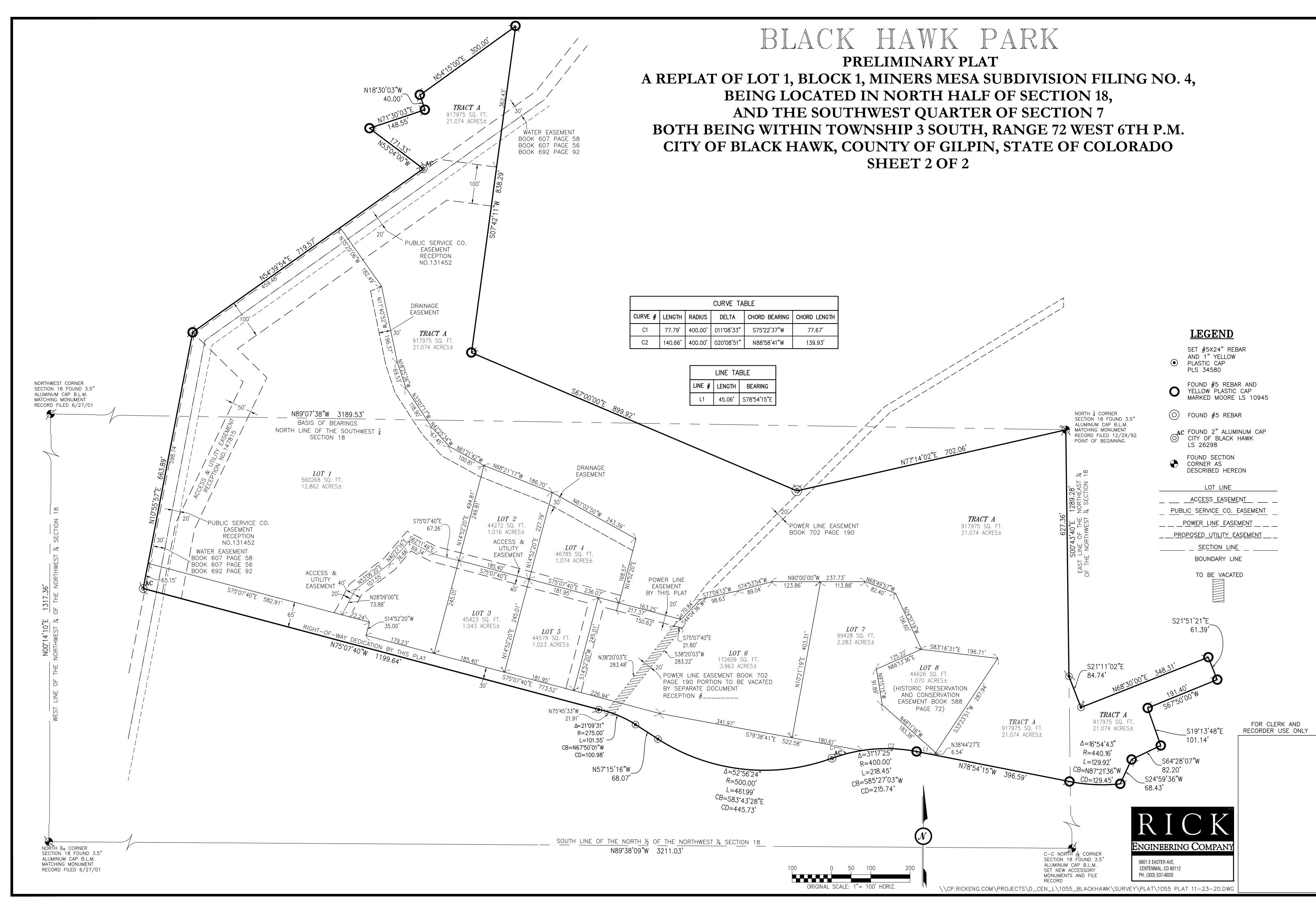
\CP.RICKENG.COM\PROJECTS\D\_CEN\_L\1055\_BLACKHAWK\SURVEY\PLAT\1055 PLAT 11-23-20.DWG PH. (303) 537-8020

CCEPTING	FOR	FILING	IN	THE	OFFICE	OF	THE	CLERK	AND	RECORDER	OF	GILPIN	COUNTY,	AT	CENTRAL	CITY	COLORADO
N THIS _				D	AY OF _					, 2	02_	_ AT _			0	CLOC	K.

GILPIN COUNTY CLERK AND RECORDER BY: DEPUTY CLERK



RECEPTION NUMBER



#### **EXHIBIT B**

#### BLACK HAWK PARK SUBDIVISION FINAL PLAT

# BLACK HAWK PARK

## FINAL PLAT

# A REPLAT OF LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4, BEING LOCATED IN NORTH HALF OF SECTION 18, AND THE SOUTHWEST QUARTER OF SECTION 7 BOTH BEING WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST 6TH P.M. CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

SHEET 1 OF 2

# <u>DEDICATION</u>

KNOW ALL MEN BY THESE PRESENTS: CLUB VISTA PROPERTIES II, LLC, A NEVADA LIMITED LIABILITY COMPANY, IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE CITY OF BLACK HAWK, GILPIN COUNTY, AND HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS BLACK HAWK PARK, AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THE ACCOMPANYING PLAT FOR THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY GRANT TO THE CITY OF BLACK HAWK USE OF THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS PERMANENT PUBLIC EASEMENTS, AND DOES HEREBY CONVEY TO THE CITY OF BLACK HAWK, IN FEE SIMPLE, LOTS 4, 5, AND 6.

#### LEGAL DESCRIPTION

A REPLAT OF LOT 1, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NUMBER 147815, A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTH HALF OF SECTION 18, BOTH WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 1, MINER'S MESA SUBDIVISION FILING NO. 4, COUNTY OF GILPIN, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN THE DEED RECORDED AUGUST 7, 2020 AT RECEPTION NO. 166682 AND RE-RECORDED AUGUST 7, 2020 AT RECEPTION NO. 166800.

CONTAINING 1,977,984 SQUARE FEET OR 45.408 ACRES, MORE OR LESS.

#### TRACT/LOT TABLE

LOT/TRACT	SQ. FT.	ACRES±	PURPOSE
LOT 1	235,073	5.397	*
LOT 2	44,272	1.016	*
LOT 3	45,423	1.043	*
LOT 4	46,785	1.074	*
LOT 5	50,119	1.151	*
LOT 6	171,627	3.940	*
LOT 7	99,429	2.283	*
LOT 8	142,888	3.280	*
LOT 9	50,102	1.150	*
TRACT A	1,092,269	24.075	OPEN SPACE, UTILITIES, DRAINAGE
			HISTORIC PRESERVATION AND CONSERVATION EASEMENT

\*USES CONFORMING TO C/BS ZONING INCLUDING SRU OF RV CAMPGROUND AND INDOOR SHOOTING FACILITIES

#### **GENERAL NOTES**

- 1.) THE PURPOSE OF THIS FINAL SUBDIVISION PLAT IS TO RECONFIGURE LOT AND TRACT LINES AS SHOWN HEREON, PURSUANT TO C.R.S. 31–23–201, ET SEQ,. AND CHAPTER 17 OF THE CITY OF BLACK HAWK MUNICIPAL CODE. NOTHING IN THE APPROVAL OF THIS PLAT SHALL ALLOW, PERMIT, OR CAUSE TO BE ALLOWED OR PERMITTED ANY DEVELOPMENT OR CONSTRUCTION ON ANY LOT HEREON WITH OUT A SUBSEQUENT LAND DEVELOPMENT APPLICATION AND APPROVAL THAT INCLUDES, AT A MINIMUM, PROVISIONS FOR THE CONSTRUCTION OF NECESSARY PUBLIC IMPROVEMENTS AND OTHER CONDITIONS OF APPROVAL AS DETERMINED BY THE BOARD OF ALDERMAN, INCLUDING AT A MINIMUM THOSE PROVISIONS REQUIRED BY 17–63 AND 17–64 OF THE CITY OF BLACK HAWK MUNICIPAL CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. NO CONSTRUCTION OF ANY TYPE SHALL OCCUR ON THE PROPERTY THAT IS PLATTED HEREON UNTIL A SUBSEQUENT AGREEMENT HAS BEEN REACHED BETWEEN THE SUBDIVIDER, OR ITS SUCCESSOR ON IN INTEREST, AND THE CITY REGARDING, AT A MINIMUM, THE NECESSARY PUBLIC IMPROVEMENTS, AND A FINANCIAL GUARANTEE APPROVED BY THE CITY FOR SAID PUBLIC IMPROVEMENTS.
- 2.) DISTANCES ON THIS FINAL PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1220/3937 METERS. ALL BEARINGS SHOWN HERE ON ARE IN DEGREE-MINUTES-SECONDS.
- 3.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.
- 4.) 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.
- 5.) COMMONWEALTH LAND TITLE COMPANY COMMITMENT NUMBER 597-H0508532-023-CNX, AMENDMENT NO. 4, EFFECTIVE DATE DECEMBER 6, 2020 AT 7:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 6.) RICK ENGINEERING, HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR RECORDED/UNRECORDED EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ASSUMED TO BEAR N 89°07'38" W BETWEEN MONUMENTS AS SHOWN WITHIN THIS PLAT.
- 8.) LOTS 4, 5, AND 6 ARE CONVEYED TO THE CITY OF BLACK HAWK BY THIS PLAT

9.) THIS FINAL PLAT IS APPROVED TO ALLOW CONVEYANCE OF LOTS ONLY; AND ANY LOT OR TRACT OWNER IS HEREBY PUT ON NOTICE BY THE CITY AS THE APPROVING ENTITY THAT EACH LOT AND TRACT PUBLIC IMPROVEMENT OBLIGATION SHALL BE DETERMINED AT THE TIME OF APPROVAL OF A SITE DEVELOPMENT PLAN, AND THEREFORE NO BUILDING PERMIT SHALL BE ISSUED UNTIL THE PUBLIC IMPROVEMENT INFRASTRUCTURE OBLIGATIONS ASSOCIATED WITH EACH SUCH LOT OR TRACT HAVE BEEN SECURED BY A PERFORMANCE GUARANTEE IN ACCORDANCE WITH THE CITY OF BLACK HAWK MUNICIPAL CODE AND THE REGULATIONS OF THE BLACK HAWK/CENTRAL CITY SANITATION DISTRICT. NOTHING IN THIS PLAT NOTE NO. 9 SHALL BE DEEMED TO PRECLUDE OVERLOT GRADING ON THE PROPERTY PRIOR TO APPROVAL OF A SITE DEVELOPMENT PLAN, WHICH OVERLOT GRADING WOULD BE AT THE SOLE RISK OF ANY PROPERTY OWNER.

#### OWNER/DEVELOPER

IN WITNESS WHEREOF,  NEVADA LIMITED LIABILITY COMPAN  THIS DAY OF	Y, HAS CAUSED		
BY:			
NOTARY PUBLIC			
STATE OF	) )ss		
COUNTY OF	)		
THE FOREGOING INSTRUMENT WAS			_, 20, BY
WITNESS MY HAND AND SEAL			
NOTAL	 RY PUBLIC		
MY C	OMMISSION EXPIRES		



VICINITY MAP
SCALE: 1"=1000'

#### MAYOR'S CERTIFICATE

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2021 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL CONDITION OF ANY LOT SHOW HERE ON ARE SUCH THAT A BUILDING PERMIT CAN BE ISSUED.

CITY OF BLACK HAWK

MELISSA A. GREINER, CMC, CITY CLERK

#### SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BLACK HAWK PARK, WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE SUBDIVISION ORDINANCE FOR THE CITY OF BLACK HAWK HAVE BEEN PLACED ON THE GROUND. THAT THE SURVEY ACCURATELY AND PROPERLY WITHIN APPLICABLE STANDARDS OF PRACTICE SHOWS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT J. HENNESSY
REGISTERED COLORADO LAND SURVEYOR NO. 34580
FOR AND ON BEHALF OF RICK ENGINEERING

FOR CLERK AND RECORDER USE ONLY

#### CLERK AND RECORDER'S CERTIFICATE

ACCEPTING FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GILPIN COUNTY, AT CENTRAL CITY COLORADO ON THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 202\_\_ AT \_\_\_\_\_\_\_ O'CLOCK.

GILPIN COUNTY CLERK AND RECORDER

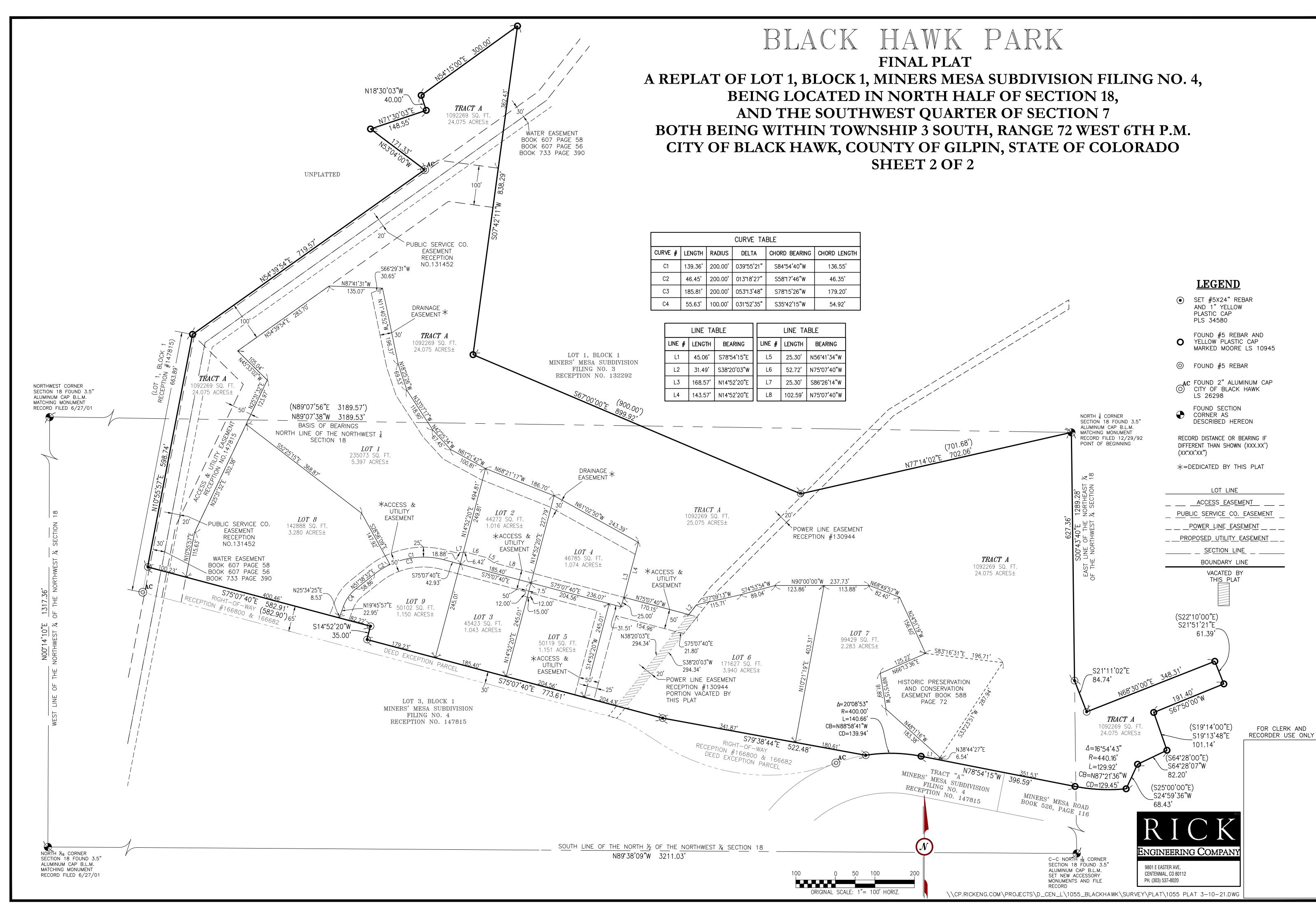
BY: DEPUTY CLERK



RECEPTION NUMBER

9801 E EASTER AVE, CENTENNIAL, CO 80112 PH. (303) 537-8020

\\CP.RICKENG.COM\PROJECTS\D\_CEN\_L\1055\_BLACKHAWK\SURVEY\PLAT\1055 PLAT 3-10-21.DWG



#### **EXHIBIT C**

#### SUBDIVISION AND DEVELOPMENT AGREEMENT

#### **SUBDIVISION AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this 24<sup>th</sup> day of March, 2021 (the "Effective Date"), by and between the CITY OF BLACK HAWK, COLORADO, a Colorado home rule municipality, with an address of P.O. Box 68, 201 Selak Street, Black Hawk, Colorado 80422 (the "City"), and CLUB VISTA PROPERTIES II, L.L.C., a Nevada limited liability company, doing business in Colorado with an address of c/o Ventana Capital, Inc., 9801 East Easter Avenue, Centennial, Colorado 80112 (the "Developer")(each a "Party" and together, the "Parties").

#### RECITALS:

- A. The Developer is the owner of certain real property located in the City of Black Hawk, State of Colorado, on Miners Mesa, approximately 45 acres in size, approximately 20 of which may be developed as set forth below;
- B. On March 24, 2021, the City Council of the City of Black Hawk, after holding all necessary public hearings, approved the subdivision of the Developer's property into Lots 1 through 9 and Tract A, the final plat (the "Final Plat") which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property");
- C. As part of the City's approval of the Final Plat, the Parties have agreed to the terms of this Agreement, and the City and Developer specifically agree that the consideration and remedies set forth in this Agreement are necessary based on the overall terms of this Agreement; and
- D. Developer and City therefore need to cooperate to develop the Property as nine (9) lots for a distillery district and lodging development (the "Project"), which Project requires the Parties having shared responsibility for necessary public improvements and other matters as set forth herein.

#### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. <u>Purpose</u>. The purpose of this Agreement is to set forth the terms, conditions, and costs to be paid by the Developer, the City and other applicable parties and the relative responsibilities of the Parties upon subdivision of the Property. The Project shall be subject to all requirements of the City of Black Hawk Subdivision Ordinance and Zoning Ordinance, the City of Black Hawk Charter, the rules and regulations of the Black Hawk/Central City Sanitation District (the "District"), any and all state statutes, and any other sections of the City of Black Hawk Municipal Code. However, in the event of any inconsistency between the terms of the matters set forth in the preceding sentence and the express terms of this Agreement, the terms of this Agreement shall control in all instances, including without limitation the language in plat note 9

#### within the Final Plat

- 2. <u>The Project</u>. The nine (9) lots for a distillery district and lodging development Project are described below. All references to Lots 1 through 9 in this Agreement are to the lots as set forth in **Exhibit A**. Whether completed by Developer or the City, all improvements required by this Agreement are considered public improvements (the "Public Improvements"). Upon approval of this Agreement and approval of the Final Plat, Lot 7 will have the address of 830 Miners Mesa Road and the following addresses will be assigned to the remaining lots:
  - a. 860 Miners Mesa Road Commercial Lot 6;
  - b. 900 Miners Mesa Road Commercial Lot 6;
  - c. 946 Miners Mesa Road Commercial Lot 4;
  - d. 940 Miners Mesa Road Commercial Lot 5;
  - e. 956 Miners Mesa Road Commercial Lot 2;
  - f. 950 Miners Mesa Road Commercial Lot 3;
  - g. 990 Miners Mesa Road Commercial Lot 1 Basecamp Front Office and RV Park; individual trailers or buildings will have a unit or other acceptable address identifiers;
  - h. 996 Miners Mesa Road Commercial Lot 8 Potential event center adjacent to Lot 1; and
  - i. 960 Miners Mesa Road Commercial Lot 9 Adjacent to Lot 1.
- 3. <u>Financial contributions overview</u>. Developer acknowledges and accepts the following financial obligations as part of the Project.
  - a. Developer shall pay the cost of constructing sidewalks, two (2) streetlights and the associated streetlight infrastructure along the Miners Mesa Extension (as defined below) adjacent to the Developer's Retained Applicable Lots (as defined below) on or before June 17, 2021, as set forth in greater detail in Section 9(c) herein. For purposes of this Agreement, "Developer's Retained Applicable Lots" means Lot 2, Lot 3 and Lots 8 and 9.
  - b. Developer shall pay fifty percent (50%) of the total cost to underground the primary electric utility line for the Project, subject to and conditioned upon reimbursement by Rick Thomas Distillery LLC, for its prorata share applicable to Lot 7, as set forth in greater detail in Section 12(a) and below, but in no event shall Developer's share (inclusive of the prorata share applicable Lot 7) exceed

- the amount of One Hundred Thousand Dollars (\$100,000.00) for such undergrounding costs.
- c. Review fees. Developer shall pay the City the actual cost to the City for engineering, hydrological, surveying, and legal services (the "Actual Costs") rendered in connection with the review of the Subdivision, Site Development Plan and Certificate of Architectural Compatibility of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the Actual Costs. The Actual Costs of the Subdivision set forth above shall be split equally between the Developer and the City. In addition, the Developer shall reimburse the City for the costs of making corrections or additions to the master copy of the official City map and for the fee for recording the final plat and accompanying documents with the Gilpin County Clerk and Recorder.
- d. <u>Impact fees</u>. Unless specifically addressed and excluded by this Agreement, including, without limitation, Sections 7(e) and 8(d) below, Developer shall pay for the impact fees established by City ordinances in effect at the time this Agreement is executed, and payment shall be due at the time specified by such ordinances. However, to the extent the City waives or rebates any impact fees or use taxes for Lot 7, then the City shall also waive or rebate the same impact fees and uses taxes for the Developer's Retained Applicable Lots and/or any of Developer's other property in the Project.
- 4. <u>Developer's general obligations</u>. In addition to the financial contributions set forth herein, Developer shall collaborate with the City to market Developer's Retained Applicable Lots for a distillery, brewery or other uses consistent with the approved zoning. All uses must be consistent with the Special Review Use (SRU) approved by City Council on October 14, 2020 under Resolution 65-2020 and consistent with the existing CBS Zoning District. Moreover, the Parties agree:
  - a. The City shall be responsible for paying the costs of maintaining the sanitary sewer line extending beyond Manhole 02A-030 located within the within the Vehicular Access and Utility Corridor Easement as shown on the Final Plat. Each lot owner shall be responsible for maintenance of their respective lateral sanitary sewer service lines.
  - b. Within the Vehicular Access and Utility Corridor Easement, as shown on **Exhibit A** and more particularly described in Sections 6(a) and Section 11 herein, Developer shall create an adequate paved roadway to support required fire and EMS apparatus access as well as to support shuttle bus service. Paving of the dedicated access and utility easement is the sole responsibility of the Developer.
  - c. Developer shall create a bus pullout in an agreed location along the Vehicular Access and Utility Corridor Easement to accommodate City shuttle bus service

- as depicted on the Final Plat.
- d. Lot owners shall ensure paved access and utility easements are adequately maintained, including, without limitation, snow removal.
- e. Lot owners shall landscape the Lots consistent with the City's design standards, subject to an approved site development plan, and in keeping with the character of the surrounding development.
- 5. <u>Site preparation and grading</u>. Developer shall complete the necessary overlot grading and the drainage improvements for the entire Project by June 1, 2021. Each Lot owner hereby grants Developer a license to enter any portion of the Project for such purposes. As part of this work, the Parties agree as follows:
  - a. Developer intends to have removed all existing asphalt and fencing from Lots 1 through 9 in advance of the City Council's approval of this subdivision. The City agrees to pay its proportionate share of these costs in the amount of Thirty-Nine Thousand Six Hundred Twenty-Eight Dollars (\$39,628.00), which amount shall be paid by the City within fifteen (15) business days of request by Developer.
  - b. Developer will obtain the appropriate permits from the State of Colorado and the City to demolish the structure adjacent to Lot 8. The structure will be demolished by May 1, 2021.
  - c. Developer shall ensure all lots are mitigated for erosion control before and after grading. Lot Owners shall acquire appropriate erosion control permits from the Colorado Department of Public Health and Environment. Developed lots shall be seeded or re-vegetated as deemed necessary by the City. Owners of undeveloped lots are responsible for mitigating erosion after initial grading by the Developer.
  - d. City and Developer shall cooperate on a master grading plan for the Project by March 24, 2021. The Parties by separate agreement shall allocate the costs in preparing the plan, including an allocation of cost to Lot 7. Lots 1 through 9 shall be graded by the Developer according to the plan, and the cost shall be proportional to each Party's owned acreage, subject to a reimbursement to Developer for Lot 7. Amounts due by the City to the Developer shall be paid by the City which amount shall be paid by the City within fifteen (15) business days after the Developer has requested from the City.
  - e. Developer shall create a master drainage plan for the Project by March 24, 2021. The Parties shall allocate the costs in preparing the plan with such allocation being proportional to each Party's owned acreage, subject to a reimbursement to Developer for Lot 7. The work will then be completed by the Developer

- according to each Party's owned acreage, including that of Lot 7. Amounts due by the City to the Developer shall be paid by the City which amount shall be paid by the City within fifteen (15) business days after Developer's request.
- f. If Developer determines excess material should be removed from Developer's site, Developer shall work with the City to identify potential sites for disposal within the City. The cost of disposal will be Developer's responsibility, but the City shall assist in identifying and providing, to the extent available, disposal sites free of charge.
- 6. <u>Conveyances.</u> Developer shall convey the following property interests as part of the Project:
  - a. Upon approval of the Final Plat and this Agreement, Developer shall convey on the Final Plat, free and clear of all monetary liens and encumbrances (except for taxes and assessments, a lien, not yet due and payable), a 50-foot "Vehicular Access and Utility Corridor Easement" to the City as depicted on **Exhibit A**.
  - b. Upon approval of the Final Plat and this Agreement, Developer shall convey Lots 4, 5 and 6 to the City by Special Warranty Deed, which executed Special Warranty Deed shall be delivered to the City within one (1) business day after the final approval of the Final Plat and which Special Warranty Deed shall be in the form attached hereto as **Exhibit B**. Provided however, the City shall not record the Final Plat until the Special Warranty Deed is delivered to the City following approval of the Final Plat and this Agreement, and the City shall record the Final Plat, followed immediately by this Agreement and the Special Warranty Deed in the records of the Gilpin County Clerk and Recorder's Office.
  - c. Within a reasonable period of time after the approval of the Final Plat, Developer in good faith and in a commercially reasonable manner shall enter into an agreement with Rick Thomas Distillery LLC, for conveyance of Lot 7 to Rick Thomas Distillery LLC, for the development as a distillery, subject to repayment of Lot 7's prorata share of the costs, it being the intent that the consideration for Lot 7 shall be limited to the development costs associated with Lot 7 that Developer is required to pay hereunder or otherwise in connection with the Project. In the event that Rick Thomas Distillery LLC does not enter into such an Agreement, the City shall have a first right of refusal conditioned upon the City matching the offer from Rick Thomas Distillery LLC, which right of first refusal must be exercised by the City within thirty (30) days upon notice that such right of first refusal has been triggered.
- 7. <u>Lot 1 and Lot 8; RV park</u>. As part of the Project, Developer shall complete the following obligations on or for Lot 1 and Lot 8, and the City consents to the following:
  - a. Developer shall design and build an RV park with 50 pad sites for permanently

- installed Airstream trailers to be used as short-term rentals on Lot 1. The City hereby agrees that such park may be phased based upon availability of equipment and market absorption. Such park shall require an approved City site development plan (the "RV Park").
- b. Guests at the RV Park shall be prohibited from staying at an individual pad site for a period exceeding twenty-one (21) days. Developer shall utilize an Airstream trailer for a bar or supporting functions. Other structures may be allowed with City approval as part of the site development plan approval process.
- c. Existing and proposed utilities shall be undergrounded, and all streets and vehicle parking pads shall be paved.
- d. Private interior roads shall comply with the City's adopted fire code to ensure adequate access to fire and EMS apparatuses.
- e. As consideration for the terms of this Agreement, and conditioned upon Developer's compliance with Section 6, subsections a. and b. Agreement, the City shall rebate the use tax collected or collectable for all matters subject to a use tax and related to the RV Park, including, without limitation, construction and related furniture, fixtures and equipment, including use tax associated with Developer's purchase of the Airstream lodging units, provided that such purchases subject to the rebate are made within five (5) years of execution of this Agreement.. Use tax rebates will be paid to the Developer thirty (30) days after remittance. The City shall waive all system development fees (but not water tap fees) police and fire impact fees, and parking impact fees as they exist as of the date of execution of this Agreement for Lot 1 and Lot 8. Incentives in this Section 7(e) are assigned explicitly to Lot 1 and Lot 8 as defined in **Exhibit A**. If Developer does not construct the RV Park, the City's obligations in this Section 7(e) shall be null and void, as the consideration for the City's incentives is Developer's construction of the RV Park on Lots 1 and 8.
- 8. <u>Developer's Retained Applicable Lots</u>. As part of the Project, Developer shall complete the following obligations on or for Developer's Retained Applicable Lots and the City consents to the following:
  - a. Developer shall market Developer's Retained Applicable Lots for sale and development consistent with this Agreement.
  - b. Each successor lot owner shall be responsible for providing utilities to serve its respective lot at the time of development.
  - c. Developer and successor lot owners shall maintain the Developer's Retained

- Applicable Lots in a manner consistent with the pertinent provisions of the Black Hawk Municipal Code.
- d. In addition to the other provisions of this Agreement, and conditioned upon Developer's compliance with Section 6 subsections a. and b. of this Agreement, the City will waive its water system development fees, but not its water tap fees, for Developer's Retained Applicable Lots if the development on each lot is related to distilleries, wineries, breweries, associated uses, or uses in furtherance of the City creating a resort or entertainment destination as determined by the City, such determination to be exercised in a commercially reasonable manner.. Subject to annual appropriation, the City shall rebate use tax for construction and related furniture, fixtures and equipment on qualifying development within the Developer's Retained Applicable Lots. The City shall waive its water system development fees (but not water tap fees), police and fire impact fees, and parking impact fees, as they exist as of the date of execution of this Agreement, for the Developer's Retained Applicable Lots, so long as they are developed in accordance with this Section 8. Nothing in this provision shall be deemed to preclude any use that is permitted by the existing zoning of the Property.
- 9. <u>Miners Mesa Road Extension</u>. As part of the Project, the City shall design and construct, at the City's sole cost, the Miner's Mesa Road extension, a public street extending from the current crest of Miners Mesa Road west to and through a new roundabout (the "Miners Mesa Extension"). Once completed, the entire finished roadway shall be referred to as Miners Mesa Road. The City's improvements related to Miners Mesa Extension shall include pavement, curbing, gutters, stormwater drainage inlets, and drainage infrastructure. Related to this road, the Parties agree as follows:
  - a. Developer has previously conveyed property to the City needed for construction of the Miners Mesa Extension by a land dedication agreement date July 22, 2020, between the City of Black Hawk, Colorado and Club Vista Properties II L.L.C.
  - b. As part of the design for Miners Mesa Extension, the City shall include referrals to phone and cable providers and will install conduit underground in the roadway right-of-way.
  - c. The City shall install sidewalks on the south side of Miners Mesa Extension. By separate City assessment, property owners on the north side of Miners Mesa Extension shall be responsible for the cost of installing sidewalks, driveways, streetlights, and associated streetlight infrastructure along their respective frontage.
  - d. The City shall install bus pullouts along Miners Mesa Extension adjacent to the east lot line of Lot 6 and adjacent to the Public Works Facility at 987 Miners

Mesa Road.

- e. Once complete, the City shall be responsible for ongoing maintenance and operating of streetlights along all of Miners Mesa Road.
- 10. <u>Sanitary sewer mainline</u>. As part of the Project, the City shall design and construct a new sanitary sewer mainline within Miners Mesa Road beginning at sewer manhole 02A-030 as depicted in **Exhibit C**, extending east within Miners Mesa Road, connecting to Bobtail Road, consisting of approximately 7,704 feet of 10-inch sanitary sewer and associated manholes (the "Sewer Mainline"). The Sewer Mainline shall be wholly within the City's right of way.
  - a. The City shall select a contractor and award a bid for the construction of the Sewer Mainline with an estimated completion date of December 31, 2021 (the "Construction Contract").
  - b. Developer will have no reimbursement obligation to the City or any other party with respect to the cost of the Construction Contract for the Sewer Mainline. Developer will also have no reimbursement obligation to the City or any other party for costs associated with the completion of the Sewer Line, including design, engineering fees, potholing, paving, construction, and construction administration/management.
  - c. The District shall collect, and the Developer and City or their respective successors in interest shall pay, a regular sewer tap fee for any connection to Sewer Mainline. The City and Developer shall not be entitled to any reimbursement from the sewer tap fees in accordance with the District's rules and regulations. After the Sewer Mainline is complete, it shall become the property of the District in accordance with the District's rules and regulations.
  - d. Developer's final design and connection of its private improvements to the Sewer Mainline are Developer's responsibility.
  - e. All sanitary sewer lines connecting to the Sewer Mainline shall be built per the District's standards.
  - f. Any tap fees assessed by the District shall be the individual property owner's responsibility. All lots within the Property shall pay regular tap fees to connect to Sewer Mainline in accordance with the District's rules and regulations.
- 11. <u>Water line</u>. As part of the Project, the City shall design and construct a 12-inch ductile iron pipe waterline serving the Property, approximately 2915 linear feet long, as depicted on **Exhibit C** (the "Water Line").
  - a. The Water Line will be completed by the City by December 31, 2021, provided Developer has timely completed overlot grading and Developer has timely

- conveyed the Vehicular Access and Utility Corridor Easement to the City as required by Section 6(a) herein.
- b. The City shall select a contractor and award a bid for the construction of the Water Line (the "Construction Contract"). Developer will have no reimbursement obligation to the City or any other party with respect to the cost of the Construction Contract for the Water Line, except that Developer shall pay its proportionate cost of the cost of the Water Line adjacent to the Developer's Retained Applicable Lots as set forth in Exhibit C on or before June 17, 2021. Developer will have no other reimbursement obligation to the City or any other party with respect to the costs associated with the completion of the Water Line, including design, engineering fees, potholing, paving, construction, and construction administration/management.
- c. Developer shall pay appropriate water tap fees for Lot 1 and Lot 8 and shall provide a master meter(s) when determined necessary by the City.
- d. Upon the development of the Developer's Retained Applicable Lots, as evidenced by site development approval and a subsequent application for a building permit for each such lot, Developer or successor lot owner shall pay the necessary tap fee for each lot.

#### 12. Shared obligations.

- a. <u>Electric line</u>; <u>undergrounding</u>. The City and Developer shall equally share the cost of relocating and undergrounding the existing primary electric line, which crosses Lot 6 and extends north along the existing detention pond, but in no event shall Developer's proportionate share of such costs exceed the amount of One Hundred Thousand Dollars (\$100,000.00). All other electric undergrounding and installation is the responsibility of the respective property owner. Xcel will provide the cost and perform required work, subsequently billing the City. The City shall invoice the Developer for Developer's portion of the cost, and Developer shall pay the City within thirty (30) days of the invoice. Developer shall seek reimbursement from the owner of Lot 7 for Lot 7's prorata share of these costs.
- b. <u>Detention pond</u>. If the City determines the existing detention pond as shown on **Exhibit A** requires modification or improvements because of the scope of the Project on the Property, the Parties agree to share equally the cost of the improvements based proportionately on lot size of the contributing lots with such details to be memorialized by separate written agreement. Maintenance of the detention pond will be a shared responsibility of those lot owners within the Property. The detention pond shall be platted and defined as part of Tract A and will remain Developer's property.

- c. <u>Signage and naming</u>. The Project will be known as the Black Hawk Park for the purposes of platting.
- d. <u>Shuttle bus service</u>. Future shuttle bus service for the Property will be determined by separate written agreement.
- 13. Ownership and Encumbrances (O&E) Report. [Intentionally Deleted].
- 14. <u>Timing of City's Reconciliation of Financial Obligations</u>. Within fourteen (14) days of Developer paying any costs set forth in this Agreement for which Developer has a proportionate share, the City shall provide to Developer a reconciliation, and if the City owes Developer a refund of such amounts paid by Developer, the amount of such refund shall accompany such reconciliation.
- 15. <u>Breach; Remedies</u>. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the City Council shall be notified immediately, and the City may take such action as permitted and/or authorized by law, this Agreement, or the ordinances and Charter of the City to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship and undue risk. These remedies include, but are not limited to:
  - a. The refusal to issue any building permit or certificate of occupancy;
  - b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced;
  - c. A demand that the security given for the completion of the Public Improvements be paid or honored; or
  - d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the City, the City shall provide the Developer thirty (30) days written notice of its intent to take any action under this paragraph during which thirty (30)-day period the Developer may cure the breach described in the notice and prevent further action by the City (or, if such breach or noncompliance cannot be reasonably cured within such thirty (30)-day period, Developer does not in good faith commence to cure such breach or noncompliance within such thirty (30)-day period and thereafter diligently complete such cure).

Upon any breach by the City of the terms of this Agreement, Developer shall provide the City thirty (30) days written notice during which thirty (30)-day period the City may cure the breach described in the notice (or, if such breach or noncompliance cannot be reasonably cured within such thirty (30)-day period, the City does not in good faith commence to cure such breach or noncompliance within such thirty (30)-day period and thereafter diligently complete such cure). Developer shall have all rights and remedies available at law or in equity for the City's breach of

#### this Agreement.

16. <u>Indemnification</u>. The Developer shall indemnify and hold harmless the City and its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description to the extent caused by, arising from, or on account of any negligence or willful misconduct of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements.

The Developer shall pay all property taxes on the Property conveyed to the City and shall indemnify and hold harmless the City for any property tax liability due and owing.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

- 17. <u>Modifications</u>. This Agreement shall not be amended except by subsequent written agreement of the parties.
- 18. <u>Release of Liability</u>. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Black Hawk Code of Ordinances and the laws of the State of Colorado.
- 19. <u>Captions</u>. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
- 20. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.
- 21. <u>Invalid Provision</u>. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 22. <u>Governing Law</u>. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.
- 23. <u>Attorney Fees</u>. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and/or the City, the non-prevailing Party shall pay the prevailing Party's attorney fees, expenses, and court costs.

- 24. <u>Notice</u>. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses first set forth above. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.
- 25. <u>Force Majeure</u>. Performance by Developer of Developer's obligations hereunder (other than for payment of money or other financial obligations) are subject to Permitted Delay and shall be excused during any period of Permitted Delay. For purposes hereof, "Permitted Delay(s)" shall mean delay beyond the reasonable control of the party claiming the delay, including, but not limited to, government mandated closures, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, acts of God, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental or quasi-governmental agency or entity having jurisdiction, or by delays in inspections or in issuing approvals by private parties or permits by governmental or quasi-governmental agencies, or by fire, casualty, flood, adverse weather conditions such as, by way of illustration and not limitation, wind, snow storms which prevent outdoor work from being accomplished, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes, earthquakes, floods, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of Developer engaged in the construction), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials or labor (including labor and materials shortages caused by national weather or other national events), or other natural or civil disaster, delays caused by any dispute resolution process, any delays by injunctions or lawsuits concerning the overall project, or any cause whatsoever beyond the reasonable control of Developer, or any of Developer's contractors or other representatives, whether or not similar to any of the causes hereinabove stated. Lack of funds or inability to obtain internal approvals shall not constitute Permitted Delay.
- 26. <u>Approvals</u>. Whenever approval or acceptance of the City is necessary pursuant to any provision of this Agreement, the City shall act reasonably and in a timely manner in responding to such request for approval or acceptance.
- 27. <u>Assignment or Assignments</u>. Except for affiliated transfers and except for an assignment or partial assignment to successor owners of the Lots or any of the Lots, including Lot 7, there shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the City, or accept as specifically provided hereinabove.
- 28. <u>Recording of Agreement</u>. This Agreement shall be recorded in the real estate records of Gilpin County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- 29. <u>Title and Authority</u>. The Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and

warrants that the undersigned individual(s) has or have full power and authority to enter into this Subdivision and Development Agreement. The Developer and the undersigned individual(s) understand that the City is relying on such representations and warranties in entering into this Agreement.

[Signature Page to Follow]

{00172743 2}

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

#### CITY OF BLACK HAWK, COLORADO

	David D. Spellman, Mayor
Melissa A. Greiner, CMC, City Clerk	
APPROVED AS TO FORM:	
Corey Y. Hoffmann, City Attorney	
	DEVELOPÈR:
	CLUB VISTA PROPERTIES II, L.L.C., a Nevada limbled limbility company
	By:
	Name:
	Title:
STATE OF COLORADO	) ) ss_
COUNTY OF ATAPA (100)	,
The foregoing instrument was subscribed for the foregoing for the foregoing instrument was subscribed for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing fore	ribed, sworn to, and acknowledged before me this
of Club Vista Properties 11, LLC	as the authorized Signer
	6. 2024
(SEAL)	1 1 - V
ALANA WESTER	Notony Bublis
NOTARY PUBLIC STATE OF COLORADO	Notary Public
NOTARY ID 20204039896 MY COMMISSION EXPIRES NOVEMBER 13, 2024	

#### **EXHIBIT A**

#### **Final Plat**

# BLACK HAWK PARK

## FINAL PLAT

# A REPLAT OF LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4, BEING LOCATED IN NORTH HALF OF SECTION 18, AND THE SOUTHWEST QUARTER OF SECTION 7 BOTH BEING WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST 6TH P.M. CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

SHEET 1 OF 2

## **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: CLUB VISTA PROPERTIES II, LLC, A NEVADA LIMITED LIABILITY COMPANY, IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE CITY OF BLACK HAWK, GILPIN COUNTY, AND HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS BLACK HAWK PARK, AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THE ACCOMPANYING PLAT FOR THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY GRANT TO THE CITY OF BLACK HAWK USE OF THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS PERMANENT PUBLIC EASEMENTS, AND DOES HEREBY CONVEY TO THE CITY OF BLACK HAWK, IN FEE SIMPLE, LOTS 4, 5, AND 6.

## LEGAL DESCRIPTION

A REPLAT OF LOT 1, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NUMBER 147815, A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTH HALF OF SECTION 18, BOTH WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 1, MINER'S MESA SUBDIVISION FILING NO. 4, COUNTY OF GILPIN, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN THE DEED RECORDED AUGUST 7, 2020 AT RECEPTION NO. 166682 AND RE-RECORDED AUGUST 7, 2020 AT RECEPTION NO. 166800.

CONTAINING 1,977,984 SQUARE FEET OR 45.408 ACRES, MORE OR LESS.

## TRACT/LOT TABLE

LOT/TRACT	SQ. FT.	ACRES±	PURPOSE
LOT 1	235,073	5.397	*
LOT 2	44,272	1.016	*
LOT 3	45,423	1.043	*
LOT 4	46,785	1.074	*
LOT 5	50,119	1.151	*
LOT 6	171,627	3.940	*
LOT 7	99,429	2.283	*
LOT 8	142,888	3.280	*
LOT 9	50,102	1.150	*
TRACT A	1,092,269	24.075	OPEN SPACE, UTILITIES, DRAINAGE
			HISTORIC PRESERVATION AND CONSERVATION EASEMENT

\*USES CONFORMING TO C/BS ZONING INCLUDING SRU OF RV CAMPGROUND AND INDOOR SHOOTING FACILITIES

## **GENERAL NOTES**

- 1.) THE PURPOSE OF THIS FINAL SUBDIVISION PLAT IS TO RECONFIGURE LOT AND TRACT LINES AS SHOWN HEREON, PURSUANT TO C.R.S. 31–23–201, ET SEQ,. AND CHAPTER 17 OF THE CITY OF BLACK HAWK MUNICIPAL CODE. NOTHING IN THE APPROVAL OF THIS PLAT SHALL ALLOW, PERMIT, OR CAUSE TO BE ALLOWED OR PERMITTED ANY DEVELOPMENT OR CONSTRUCTION ON ANY LOT HEREON WITH OUT A SUBSEQUENT LAND DEVELOPMENT APPLICATION AND APPROVAL THAT INCLUDES, AT A MINIMUM, PROVISIONS FOR THE CONSTRUCTION OF NECESSARY PUBLIC IMPROVEMENTS AND OTHER CONDITIONS OF APPROVAL AS DETERMINED BY THE BOARD OF ALDERMAN, INCLUDING AT A MINIMUM THOSE PROVISIONS REQUIRED BY 17–63 AND 17–64 OF THE CITY OF BLACK HAWK MUNICIPAL CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. NO CONSTRUCTION OF ANY TYPE SHALL OCCUR ON THE PROPERTY THAT IS PLATTED HEREON UNTIL A SUBSEQUENT AGREEMENT HAS BEEN REACHED BETWEEN THE SUBDIVIDER, OR ITS SUCCESSOR ON IN INTEREST, AND THE CITY REGARDING, AT A MINIMUM, THE NECESSARY PUBLIC IMPROVEMENTS, AND A FINANCIAL GUARANTEE APPROVED BY THE CITY FOR SAID PUBLIC IMPROVEMENTS.
- 2.) DISTANCES ON THIS FINAL PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1220/3937 METERS. ALL BEARINGS SHOWN HERE ON ARE IN DEGREE-MINUTES-SECONDS.
- 3.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.
- 4.) 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.
- 5.) COMMONWEALTH LAND TITLE COMPANY COMMITMENT NUMBER 597-H0508532-023-CNX, AMENDMENT NO. 4, EFFECTIVE DATE DECEMBER 6, 2020 AT 7:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 6.) RICK ENGINEERING, HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR RECORDED/UNRECORDED EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ASSUMED TO BEAR N 89°07'38" W BETWEEN MONUMENTS AS SHOWN WITHIN THIS PLAT.
- 8.) LOTS 4, 5, AND 6 ARE CONVEYED TO THE CITY OF BLACK HAWK BY THIS PLAT
- 9.) THIS FINAL PLAT IS APPROVED TO ALLOW CONVEYANCE OF LOTS ONLY; AND ANY LOT OR TRACT OWNER IS HEREBY PUT ON NOTICE BY THE CITY AS THE APPROVING ENTITY THAT EACH LOT AND TRACT PUBLIC IMPROVEMENT OBLIGATION SHALL BE DETERMINED AT THE TIME OF APPROVAL OF A SITE DEVELOPMENT PLAN, AND THEREFORE NO BUILDING PERMIT SHALL BE ISSUED UNTIL THE PUBLIC IMPROVEMENT INFRASTRUCTURE OBLIGATIONS ASSOCIATED WITH EACH SUCH LOT OR TRACT HAVE BEEN SECURED BY A PERFORMANCE GUARANTEE IN ACCORDANCE WITH THE CITY OF BLACK HAWK MUNICIPAL CODE AND THE REGULATIONS OF THE BLACK HAWK/CENTRAL CITY SANITATION DISTRICT. NOTHING IN THIS PLAT NOTE NO. 9 SHALL BE DEEMED TO PRECLUDE OVERLOT GRADING ON THE PROPERTY PRIOR TO APPROVAL OF A SITE DEVELOPMENT PLAN, WHICH OVERLOT GRADING WOULD BE AT THE SOLE RISK OF ANY PROPERTY OWNER.

## OWNER/DEVELOPER

IN WITNESS WHEREOF,  NEVADA LIMITED LIABILITY COMPANY, HAS  THIS DAY OF	CAUSED		
BY:			
NOTARY PUBLIC			
STATE OF)			
COUNTY OF)			
THE FOREGOING INSTRUMENT WAS ACKNOWN AS ACKN			O, BY
WITNESS MY HAND AND SEAL			
NOTARY PUBL	LIC	_	

MY COMMISSION EXPIRES \_\_\_\_\_



VICINITY MAP
SCALE: 1"=1000'

## MAYOR'S CERTIFICATE

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2021 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL CONDITION OF ANY LOT SHOW HERE ON ARE SUCH THAT A BUILDING PERMIT CAN BE ISSUED.

CITY OF BLACK HAWK

MELISSA A. GREINER, CMC, CITY CLERK

## SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BLACK HAWK PARK, WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE SUBDIVISION ORDINANCE FOR THE CITY OF BLACK HAWK HAVE BEEN PLACED ON THE GROUND. THAT THE SURVEY ACCURATELY AND PROPERLY WITHIN APPLICABLE STANDARDS OF PRACTICE SHOWS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT J. HENNESSY
REGISTERED COLORADO LAND SURVEYOR NO. 34580
FOR AND ON BEHALF OF RICK ENGINEERING

FOR CLERK AND RECORDER USE ONLY

## CLERK AND RECORDER'S CERTIFICATE

ACCEPTING FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GILPIN COUNTY, AT CENTRAL CITY COLORADO ON THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 202\_\_ AT \_\_\_\_\_\_ O'CLOCK.

GILPIN COUNTY CLERK AND RECORDER

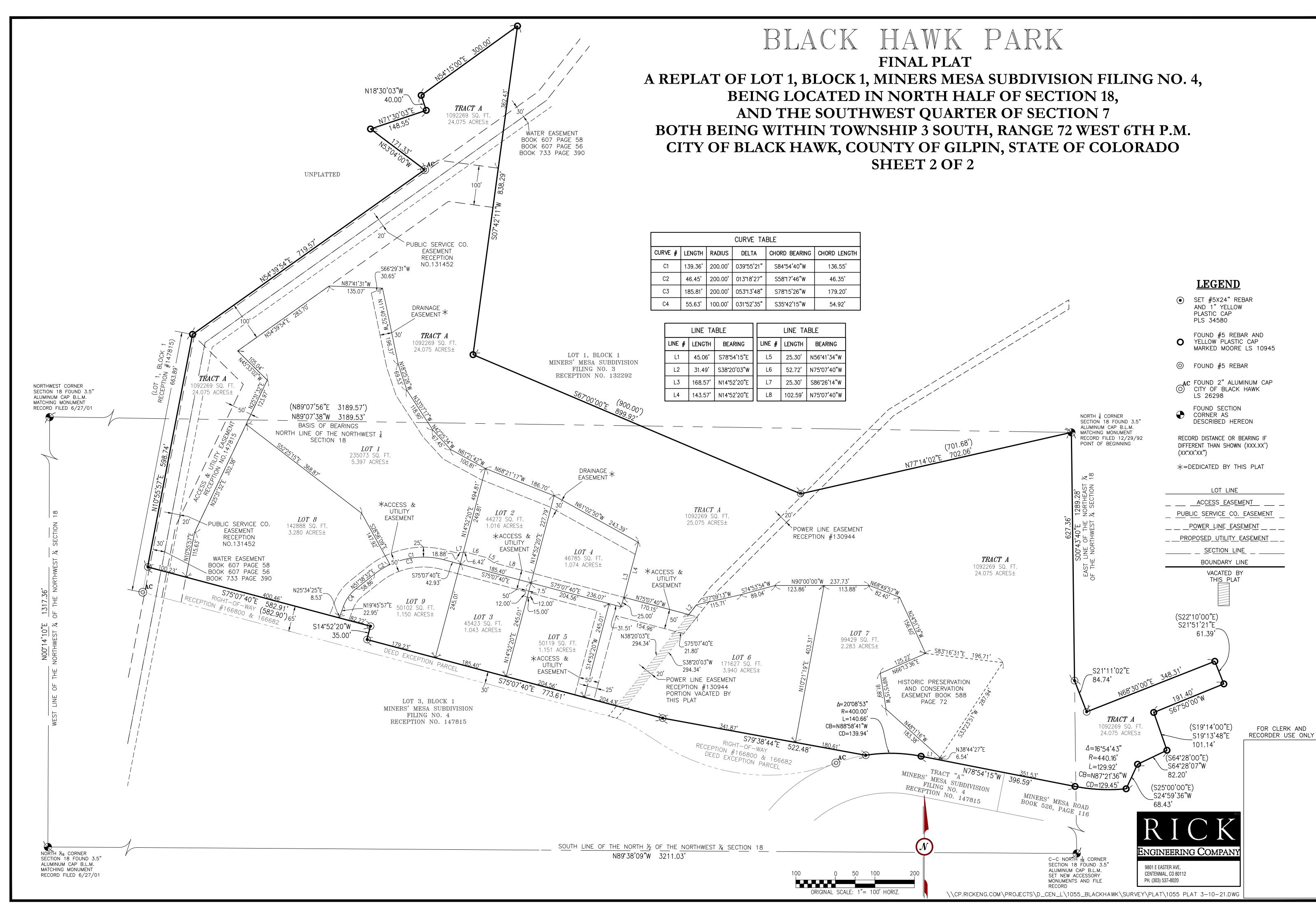
BY: DEPUTY CLERK



PH. (303) 537-8020

RECEPTION NUMBER

\\CP.RICKENG.COM\PROJECTS\D\_CEN\_L\1055\_BLACKHAWK\SURVEY\PLAT\1055 PLAT 3-10-21.DWG



## **EXHIBIT B**

Special Warranty Deed to be delivered on Wednesday, March 24, 2021

#### **EXHIBIT B**

#### **Special Warranty Deed**

#### SPECIAL WARRANTY DEED

THIS DEED, made this	day of	, 20	_, between		, a
, W	hose street addres	s is			
				_ (" <b>Grantor</b> "), and	
, a		, whose s	treet address is	S	
				_ ("Grantee");	
WITNESSETH, That Gran good and valuable considera granted, bargained, sold and	ation, the receipt a	nd sufficiency of	which are here	by acknowledged, ha	ıs
unto Grantee, its, successors	and assigns forev	er, all the real pro	perty, together	with improvements.	, if any,
situate, lying and being in th	e County of	, Sta	ite of Colorado	o, described on Exhib	oit A
attached hereto and incorpor	rated herein by this	s reference (the "I	Property"). T	he Property shall not	include,
and Grantor hereby expressl	y reserves and reta	ains, all water and	water rights a	nd all minerals, oil, g	gas and
other hydrocarbon substance	es and geothermal	resources, gravel	and gravel rig	hts, mineral, coal and	l coal
rights on, over, in, under, or all rights and interests to ren to the foregoing interests; pr	tals, royalties and	or other payment	s in any form a	associated with and/o	r related
Surface (as defined below) of	of the Property or	any improvements	s located on the	e Property, to explore	e for,
develop or extract any miner	rals, oil, gas, hydro	ocarbon substance	es, geothermal	resources or mineral	rights,
and it shall not damage, or c	ause subsidence o	f, or impair the su	bjacent or late	ral support for, the S	urface of
the Property or any improve	ments thereon, in	connection with the	he exploration	, development or extr	raction of
any such minerals, oil, gas, l	hydrocarbon subst	ances, geotherma	l resources or i	mineral rights reserve	ed by
Grantor. The term "Surface	e" means from the	finished grade of	the Property to	o five hundred (500)	feet
below the finished grade of	the Property, or su	ich greater depth a	as determined	to be necessary to no	t
compromise or impair the su	abjacent or lateral	support for the Pr	operty or any i	mprovements thereo	n.

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

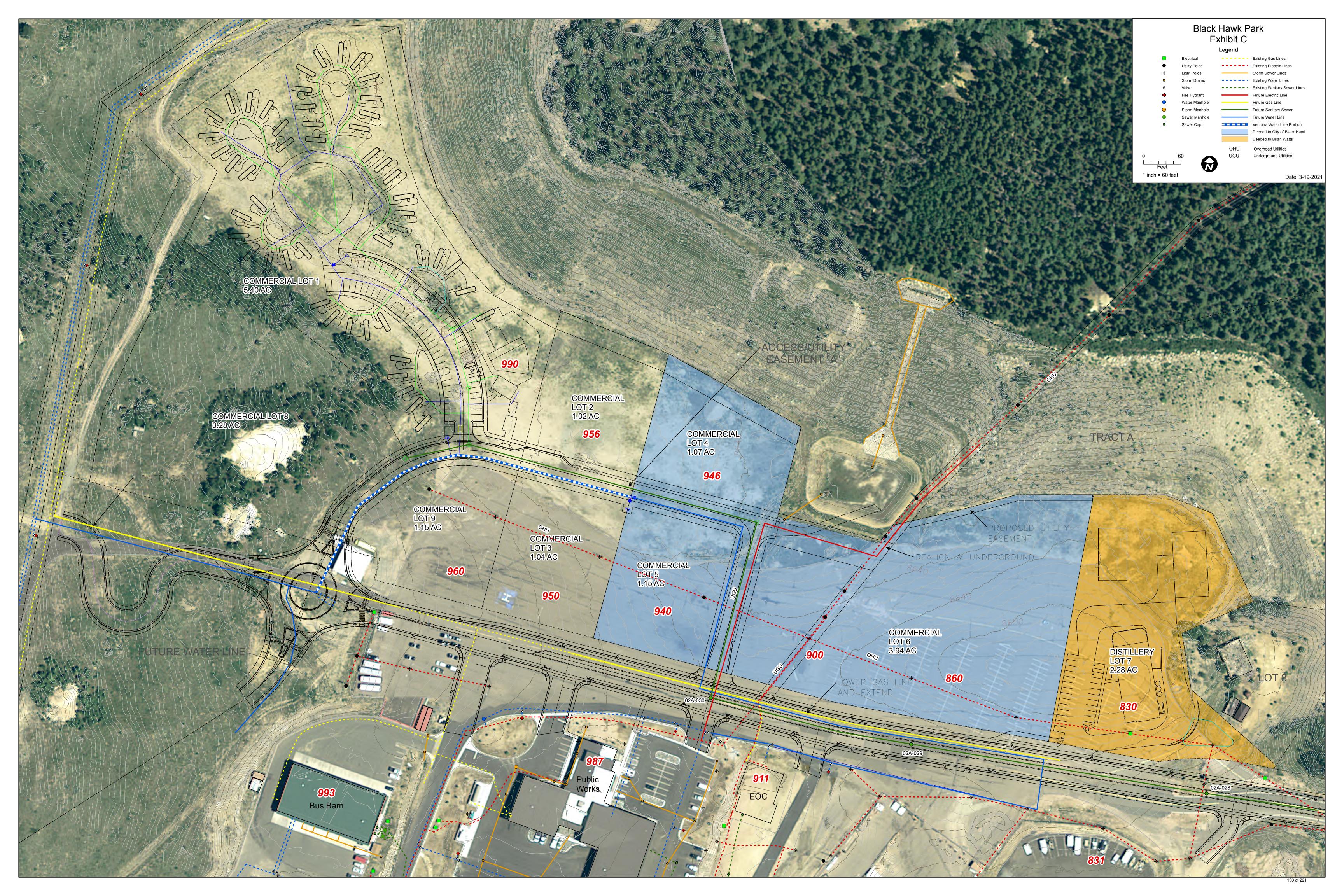
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the title to abovebargained premises and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except for those restrictions, covenants, easements and other encumbrances of record against the Property and except for the Statutory Exceptions.

## 

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

## **EXHIBIT C**

## **BLAWK HAWK PARK UTILITIES MAP**



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

**SUBJECT:** Black Hawk Park Preliminary and Final Plat

(Continued from February 10, 2021, February 24, 2021, and March 17, 2021)

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

**MOTION TO APPROVE** Resolution 8-2021, a Resolution conditionally approving the Black Hawk Park Preliminary and Final Plats.

#### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk has received an application from Dalton Horan of Ventana Capital, Inc and Jason Krall of Rick Engineering on behalf of the property owner Club Vista Properties II, LLC, requesting review and approval of a Preliminary Plat and a Final Plat for the Black Hawk Park subdivision. The applicants request the subdivision of Lot 1 Block 1 Miners Mesa Subdivision Filing No. 4 into nine (9) commercial lots and one (1) tract for the purpose of developing the property with an Airstream RV Campground, a distillery, and other commercial uses. Refer to the Staff Report included with this Request for Council Action originally provided at the February 10, 2021, City Council agenda.

As a reminder, the City Council opened and closed the public hearing on February 10 and did not make a decision to approve or deny, but continued the decision to the February 24, 2021 meeting, and then to the March 17, 2021 agenda, and finally to this March 24, 2021 agenda. The reason for no decision was that a Subdivision and Development Agreement was not yet signed on those dates. As of this updated Request for Council Action – a signature is still not yet provided on the Agreement, but the staff is hopeful such Agreement, and a signature is provided by March 24, 2021. Also - since February 10, 2021, staff has coordinated with the applicant to add a new Note 9 found in Condition 3 and Condition 4 related to the conveyance of Lots 4, 5, and 6 to the City of Black Hawk. Staff will update City Council at the meeting if a signature is obtained related to the Agreement.

AGENDA DATE: March 24, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

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

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

#### **DOCUMENTS ATTACHED:**

- 1. RFCA
- 2. Resolution 8-2021
- 3. Exhibit A-Preliminary Plat
- 4. Exhibit B-Final Plat
- 5. Exhibit C-Subdivision Development Agreement

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

Cobh Certificate of Insurance required [ ]Yes [ X ]No

<u>CITY ATTORNEY REVIEW:</u> [X]Yes []N/A

**SUBMITTED BY:** 

**REVIEWED BY:** 

Cynthia L. Linker, CP&D Director

Vincent Harris, AICP, Baseline Corporation

Stephen N. Cole, City Manager

**RESOLUTION 9-2021** A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF **ARCHITECTURAL COMPATIBILITY FOR** THE DEVELOPMENT OF AN AIRSTREAM RV **CAMPGROUND** LOCATED ON LOT 1, BLACK HAWK PARK SUBDIVISION (continued from March 17, 2021)

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

#### Resolution No. 9-2021

TITLE: A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE DEVELOPMENT OF AN AIRSTREAM RV CAMPGROUND LOCATED ON LOT 1, BLACK HAWK PARK SUBDIVISION

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

#### **Section 1.** Findings of Fact.

- A. Application has been made by Dalton Horan of Ventana Capital, Inc. and Jason Krall of Rick Engineering on behalf of the property owner Club Vista Properties II, LLC for a Site Development Plan and Certificate of Architectural Compatibility for the development of an Airstream RV Campground located on Lot 1, Black Hawk Park Subdivision (the "Property"), within the City of Black Hawk, Colorado.
- B. Public notice has been given of such subdivision by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing;
- C. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing; and
- D. The application complies with the criteria set forth in Chapter 16 of the Black Hawk Municipal Code.
- Section 2. The City Council hereby determines to approve the Site Development Plan, attached hereto as Exhibit A, and incorporated herein by this reference, and the Certificate of Architectural Compatibility, on the condition that (a) all required revisions to the SDP/COAC plan set and reports submitted with the application shall be prepared in accordance with staff revisions, (b) all engineering items need to be acceptable to the Black Hawk Public Works Director, and (c) the Planning and Zoning items need to be acceptable to the Community and Development Planning Director. Once all of the above items are confirmed to be acceptable, staff will provide a compliance statement to the applicant and inform the City Council of such.

## RESOLVED AND PASSED this $24^{th}$ day of March 2021.

	David D. Spellman, Mayor
ATTEST:	
Melissa A. Greiner, CMC, City Clerk	

#### **ATTACHMENT A**

#### SITE DEVELOPMENT CERTIFICATE OF ARCHITECTURAL COMPATIBILITY

Once all sheets are added, this will be the SDP plan set. OK to leave title as SDP, but also add COAC. Individual sheet titles

#### this is really a landscape plan not a site development plan $\psi$ SITE DEVELOPMENT PLAN

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

if it is the SDP then it is missing the details for the trailer pads, all utility

#### PROJECT NARRATIVE

THE INTENT OF THE LANDSCAPE DESIGN IN THIS PROJECT IS CREATE PLANTING THAT BLENDS NATURALLY WITH THE SURROUNDING VEGETATION AND PROVIDES AMENITIES THAT WILL KEEP GUESTS WANTING TO COME BACK. THE TREES WITHIN THE SITE HAVE BEEN PLACED TO CREATE VISUAL INTEREST, WHILE ALSO PROVIDING PRIVACY AND SCREENING. THE POCKETS OF UNDERSTORY PLANTING HAVE BEEN DESIGNED TO FLOW NATURALLY, WHILE ALSO CREATING A VISUALLY-APPEALING ENTRANCE TO THE HOTEL CHECKLIN AND HOTEL ROOM PODS, COMMUNITY SEATING AND FIREPITS HAVE BEEN PLACED IN THE MIDDLE OF THE HOTEL ROOM PODS TO CREATE A SPACE FOR GUESTS TO GATHER AND RELAX. AN AIRSTREAM BAR HAS BEEN PLACED AT THE ENTRANCE OF THE HÖTEL, GIVING GUESTS A PLACE TO DRINK, PLAY LAWN GAMES, AND TAKE IN THE VIEWS.

#### LEGAL DESCRIPTION

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

#### **VESTED RIGHTS STATEMENT**

THIS PLAN IS SUBMITTED TO CREATE VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S. AND PURSUANT TO SECTIONS 361 AND 362 OF ARTICLE XVII OF THE BLACK HAWK MUNICIPAL CODE AS ADOPTED BY THE BOARD OF ALDERMEN AND AVAILABLE AT CITY HALL, 201 SELAK STREET, BLACK HAWK, COLORADO 80422.

Add statement for SDPs per BH municipal Code Sec 16-362 (e) (7)

# KEY MAP 1"=3000" GREGORY ST CENTRAL CITY PROJECT

#### **CERTIFICATIONS**

OWNER'S SIGNATURE VENTANA CAPITAL NAME: DALTON HORAN THIS LIKELY WON'T BE THE STATE OF COLORADO, COUNTY OF GILPIN THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF , 20\_\_\_\_\_, BY DALTON HORAN, (TILLE), OF VENTANA CAPITAL. WITNESS MY HAND AND OFFICIAL SEAL: MY COMMISSION EXPIRES: NOTARY PUBLIC: ADDRESS:

#### CITY OF BLACK HAWK BOARD OF ALDERMEN CERTIFICATION:

THE SITE DEVELOPMENT PLAN IS APPROVED AND ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THIS DAY OF MAYOR OF THE CITY OF BLACK HAWK, COLORADO ATTEST: CITY CLERK

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

THE TERMS AND CONDITIONS OF SUCH APPROVAL ARE CONTAINED IN RESOLUTION NO. ADOPTED BY THE CITY ON AT CITY HALL, 201 SELAK STREET, BLACK HAWK, COLORADO

#### **PROJECT TEAM**

OWNER VENTANA CAPITAL 9801 E. EASTER AVENUE CENTENNIAL, CO 80112 303-346-7006 CONTACT: DALTON HORAN

ENGINEER/SURVEYOR RICK ENGINEERING 9801 E. EASTER AVENUE CENTENNIAL, CO 80112 303-537-8020 CONTACT: JASON KRALL PLANNER/LANDSCAPE ARCHITECT TERRACINA DESIGN 10200 E. GIRARD AVENUE BUILDING A. SUITE 314 DENVER, CO 80231 303-632-8867 CONTACT: JEFF MARCK

COMMERCIAL BUSINESSS SERVICES (CBS) ZONE DISTRICT AND A SPECIAL REVIEW USE PERMIT WAS APPROVED FOR THIS LOT ALLOWING THE 'CAMPGROUND USE' ON OCTOBER 14, 2020 VIA RESOLUTION 65-2020

#### **DEVELOPMENT STANDARDS**

ZONING THIS SITE IS LOCATED WITHIN THE HILLSIDE DEVELOPMENT - MIXED USE (HD) DISTRICT. MINIMUM SETBACKS FRONT — 10 FT AND IN ACCORDANCE WITH THE 10 FT. REAR COAC APPROVAL WITH THIS SITE DEVELOPMENT PLAN. 2015 I-CODES, A117.1 BUILDING STANDARDS N74 < ANSSI-2009 and the 2020NEC STREETSCAPE, OPEN MINIMUM LANDSCAPED AREA IS 15%. OPEN SPACE EXCLUDES BUILDINGS AND PARKING AREAS BUT INCLUDES WALKWAYS, DRAINAGE, AND LANDSCAPE AREAS. PROPOSED LANDSCAPING SHALL COMPLY WITH ARTICLE XIII OF CHAPTER 16 OF SPACE & LANDSCAPING THE CITY OF BLACK HAWK MUNICIPAL CODE. LIGHTING PROPOSED SITE LIGHTING SHALL COMPLY WITH SECTIONS 16-264 (b)(5) AND 16-282 (d) OF THE CITY OF BLACK HAWK MUNICIPAL CODE, AS WELL AS ALL OTHER SECTIONS OF THE CITY OF BLACK HAWK MUNICIPAL CODE THAT GOVERN ON-SITE - AND TRASH ENCLOSURES FENCES & WALLS STORAGE AREAS ARE TO BE SCREENED BY 72" FENCING. ARCHITECTURAL EXTERIOR ARCHITECTURAL TREATMENT SHALL RE IN ACCORDANCE WITH THE CITY TREATMENT OF BLACK HAWK MUNICIPAL CODE AND THE BLACK HAWK DESIGN GUIDELINES SIGNS PROPOSED SIGNAGE SHALL COMPLY WITH ALL PROVISIONS OF CHAPTER 15 OF THE

COMPREHENSIVE SIGN PLAN APPLICATION.

The SDP/COAC plan set needs to include all of the following missing plan sheets

- Grading, Drainage and Erosion Control Plan
- Utility Plan
- Airstream Bar elevations and treatments Check-in Building elevations
   Storage Shed building elevations
- Trash enclosure details and elevations
- Materials Sheets with specifications, materials, colors, etc. for ALL exterior improvements Conceptual photos are not sufficient for approval. Exterior improvements include surface treatments, exterior walls and windows, exterior lighting, required signage, trash enclosure, camp site amenities, rock wall seating, landscape boulders, fencing, timber arch, bar fire pit, etc.) This information may be provided on the plans they pertain to, or you may prepare separate materials sheets that provide this information. Please reference each detail to the appropriate sheet for reference.

Building Department Notes: A full code analysis will be required at time of submittal showing all occupant and building details per the 2015 I-Codes, A117.1 ANSI-2009 and the 2020 NEC

CITY OF BLACK HAWK MUNICIPAL CODE, AND WILL BE APPROVED BY A SEPARATE

Drawings must be "For Construction" when submitted by a licensed registrant.

#### SHEET INDEX

1	\$1.0	COVER
2	\$1.1	SITE PLAN
3-4	L1.1-L1.2	LANDSCAPE PLANS
5-7	L1.3-L1.5	LANDSCAPE DETAILS
8	L1.6	LIGHTING PLAN

Girar CO 8



PROJECT NAME

, COLORADO PMENT PLAN ANDING OPMENT SLACK HAWK, SITE DEVELOPI HAWK  $\overline{\mathbf{B}}$ 

SHEET TITLE

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ISSUE DATE FEBRUARY 5 2021

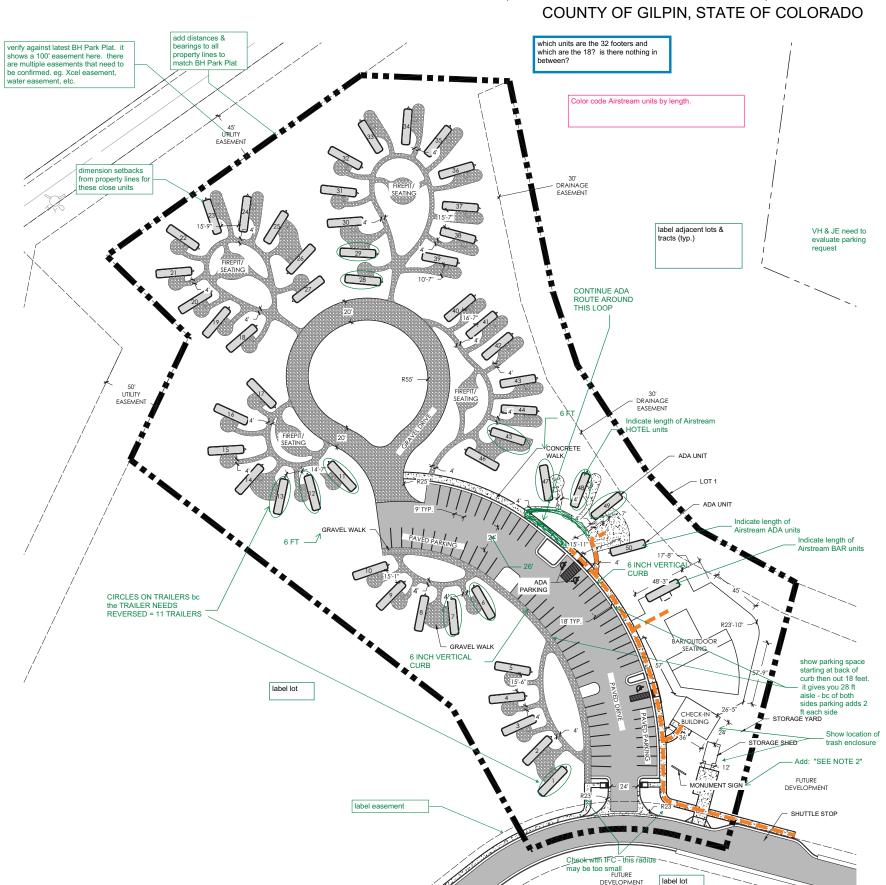
REVISION DATE

SHEET NUMBER

37 SHEET 1 OF 8

SITE DEVELOPMENT PLAN — "AND CERTIFICATE OF ARCHTECTURAL COMPATIBILITY" (typ. for all sheets)

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK,



#### LAND USE TABLE

LAND USE TYPE	AREA (ACRE)	% AREA	# OF UNITS	% UNITS
HOTEL ROOMS/TRAILERS	0.30	5.6%	50	100.0%
HOTEL CHECK-IN/STORAGE	0.02	0.5%		
STORAGE YARD	0.08	1.4%		
OUTDOOR BAR	0.23	4.3%		
DRIVEWAY/PARKING	0.76	14.1%		
WALKS	0.63	11.6%		
OPEN SPACE/LANDSCAPE	3.37	62.5%		
TOTAL	5.40	100.0%	50	100.0%

#### PARKING CALCULATIONS

	LAND USE TYPE	LAND USE CODE	PARKING REQUIRED	PA	ADA RKING QUIRED	PARKING PROVIDED	ADA PARKING PROVIDED
7	hotel rooms/trailers	1.12 SPACES/ROOM	54		2		
•	HOTEL CHECK-IN	1 SPACE/250 S.F.	3 \			63	3
	OUTDOOR BAR	1 SPACE/75 S.F.	27			]	
-	TOTAL		,	\86		6	6

NOTE: A VARIANCE FOR PARKING REQUIREMENTS HAS BEEN SUBMITTED WITH THE SITE DEVELOPMENT PLAN.

Add "Note 2: Signs included in this submittal are for illustrative purposes only. Sign approval is not granted with this SDP/COAC submittal. A Comprehensive Sign Plan (CSP) must be applied for and approved by the Black Hawk City Council prior to the installation of any signs."

LEGEND

ADA ROUTE

GRAVEL SURFACE

50 units x 1.12 = 56 spaces

PAVED SURFACE

CONCRETE SURFACE

Fire Hydrant location not provided. Provide fire hydrant locations.

Unable to determine if fire access road dimensions are appropriate without hydrant location. 2015 IFC D103.1 Access Road with a Fire Hydrant requires road width of 26 feet.

Fire Apparatus Access Roads shall be constructed in accordance with 2015 IFC Section 503.

Per SRU Condition of Approval Item E. "The campground is required to have on-site restroom facilities, all-weather accessibility and road surfacing, a caretaker's unit, and a source of water contained on-site considered sufficient for fire

Identify on-site restrooms, care takers unit, and water to for fire protection

C.K

PROJECT NAME

HAWKS LANDING BLACK HAWK, COLORADO SITE DEVELOPMENT PLAN

SHEET TITLE

SITE PLAN

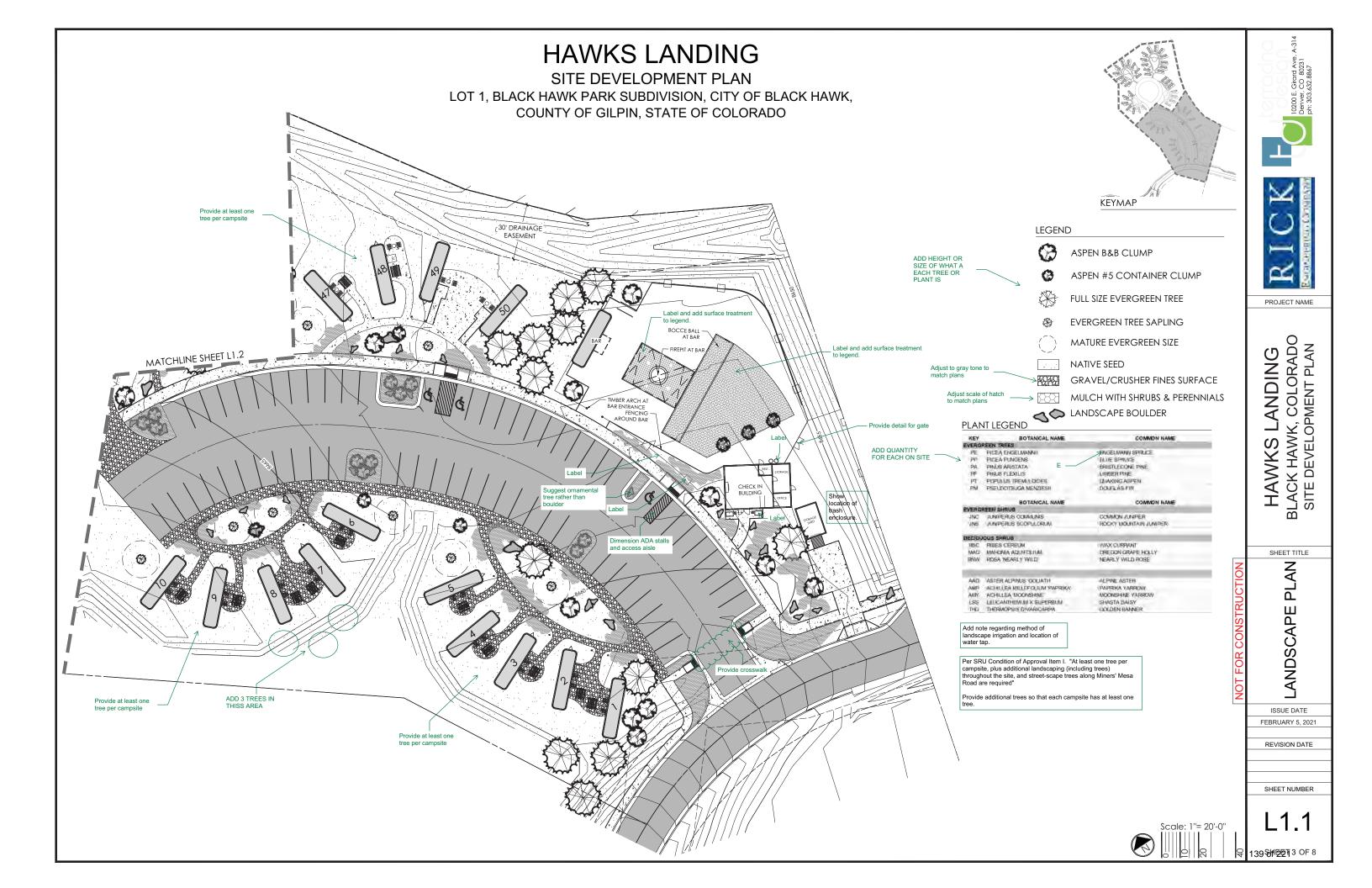
ISSUE DATE
FEBRUARY 5, 2021
REVISION DATE

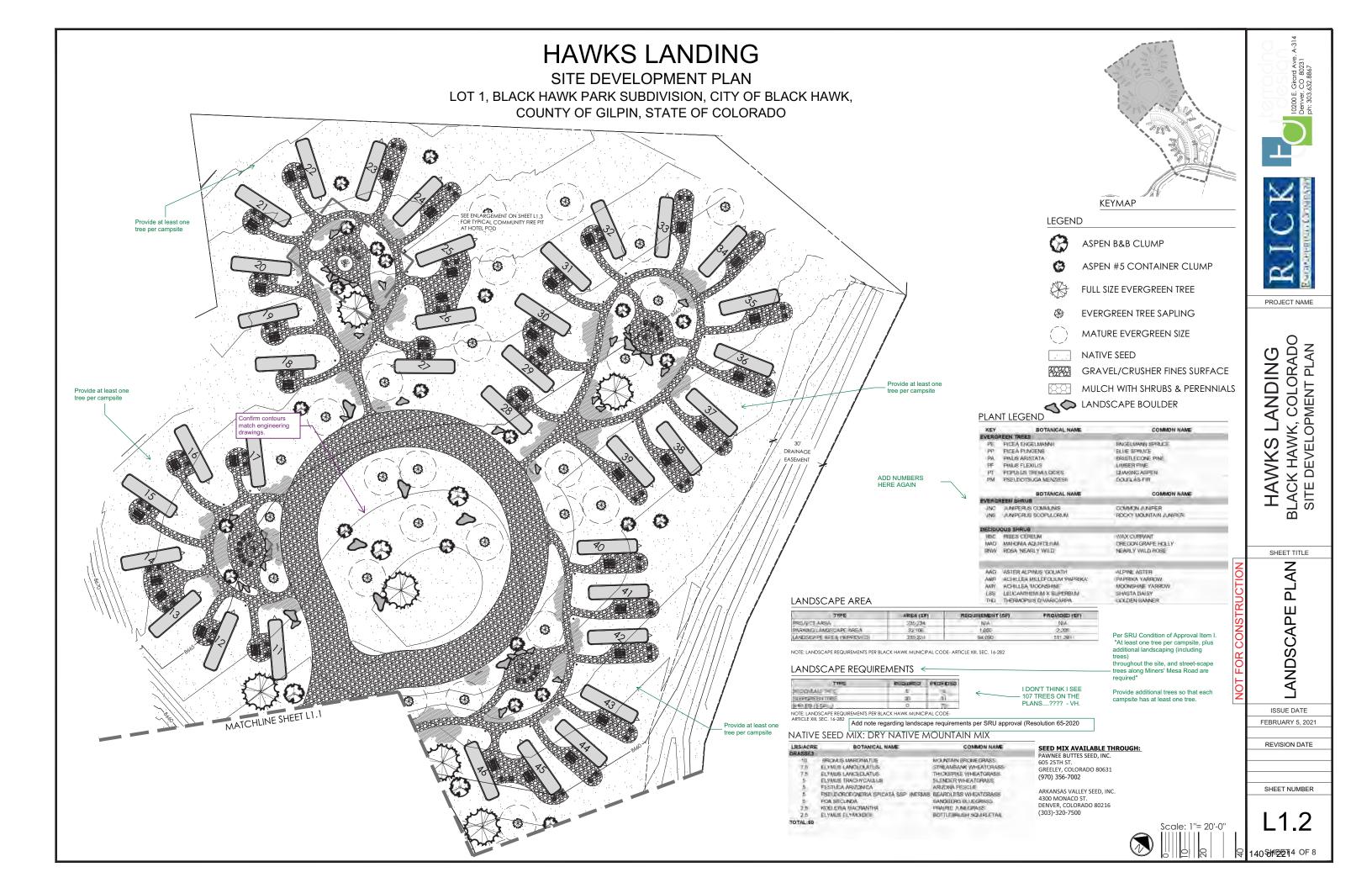
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138 SHEET 2 OF 8

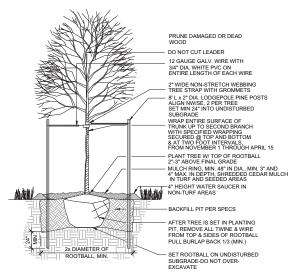






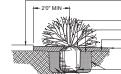
#### SITE DEVELOPMENT PLAN

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



PRUNE ALL DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING PLANT SHRUBS MIN. 4'-0" BEHIND CURB IN FRONT END PARKING SITUATIONS.

CONCRETE CURB OR SIDEWALK HOLD FINISH GRADE 1 IN. BELOW EDGE



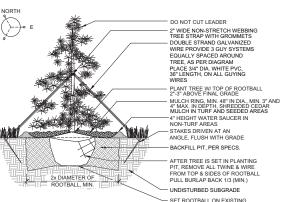
SET SHRUB 1" HIGHER THAN THE GRADE AT WHICH IT DIG PLANT PIT TWICE AS WIDE AS THE CONTAINER SPECIFIED MULCH, MIN. 3" DEPTH

FINISHED GRADE (ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER) SEN SIDES OF PLANT PIT AND ROOTBALL

ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINER WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALL \*HOLD FINISHED GRADE 1" BELOW ADJACENT WALK OR CURB

SHRUB PLANTING

### DECIDUOUS TREE PLANTING



LANDSCAPE BOULDER

#### NOTES

- LOCATIONS AS SHOWN ON PLAN. 2. BURY ROCK 1/3 OF TOTAL DEPTH.
- WASH OFF ROCKS COMPLETELY AFTER
- ARCHITECT PRIOR TO PLACEMENT.

  DO NOT FRACTURE ROCK DURING PLACEMENT,
  SUCH ACTION WILL BE CAUSE FOR REJECTION
- HOOSE AND PLACE ROCKS SO THAT A MINIMU OF EXCAVATION SCARS ARE VISIBLE.
- OF EADAMATION SCARS ARE VISIBLE.

  BOULDERS SHALL BE COLORADO GRANITE

  WITH EXPOSED SIDES FREE OF DAMAGE, CHIPS, OR

  SCARING. SIZES SHALL BE 3'W X 4"L X 3"H (± 6" IN

  ANY DIMENSION).

#### LANDSCAPE NOTES

- 1. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO PRIOR TO DIGGING INCLUDING BUT NOT LIMITED TO, TRENCHING AND SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR AT LOCATIONS OF PROPOSED SHRUBS, OR WITHIN EIGHT (8) FEET OF PROPOSED TREES, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE OWNER'S REPRESENTATIVE. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE AT NO ADDITIONAL COST TO THE OWNER AND SHALL BE REPAIRED BY THE CONTRACTOR AS HIS OWN EXPENSE.
- 2. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY EXISTING MATERIALS AND/OR CONDITIONS DAMAGED DURING LANDSCAPE CONSTRUCTION OPERATIONS, EXISTING CONDITIONS INCLUDE BUT AT NOT LIMITED TO UTILITIES, DRAINAGE FACILITIES, CURB AND GUTTER, WALLS, WALKWAYS AND OTHER SUCH EXISTING STRUCTURES, THE REPAIR OF SUCH DAMAGE WILL BE AT NO ADDITIONAL COST TO THE OWNER BUT SHALL BE
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL CONSTRUCTION BARRICADES, SIGNS AND WARRING DEVICES NECESSARY FOR LANDSCAPE CONSTRUCTION OPERATIONS.
- 5. THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON SITE AT ALL TIMES DURING CONSTRUCTION.
- 6. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND SPECIFICATIONS.
- 7. A MINIMUM OF THREE-FOOT SIX-INCH CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
- 8. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONSTRUCTION HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTOR'S ASSOCIATION
- 9. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND WALKWAYS. HAVE ALL FINE GRADING APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION OPERATIONS.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO COMPLETE THE WORK
- 11. ORGANIC AMENDMENTS SHALL BE ADDED AT A RATE OF 5 CY PER 1000 SF FOR ALL LANDSCAPED AREAS, AND AT A RATE OF 3 CY PER 1000 SF FOR NATIVE SEED AREAS.
- 12. ALL SHRUB BEDS SHALL BE CONTAINED WITH BLACK 6" DEPTH, 3/16" THICK, STEEL EDGING. EDGING IS NOT REQUIRED WHERE LANDSCAPE BEDS ARE ADJACENT TO CURBS, WALKS OR WALLS.

Indicate drip, spray or

- 13. ALL PLANTINGS AND NATIVE SEED AREAS SHALL BE PROVIDED WITH AUTOMATED UNDERGROUND IRRIGATION. 🛩 14. ALL ROCK MULCH SHRUB BEDS SHALL CONTAIN WEED BARRIER FABRIC. WEED BARRIER FABRIC SHALL BE TYPAR 3401 4
- OUNCE/SQ. YARD GEO-TEXTILE POLYPROPYLENE FABRIC OR APPROVED EQUAL. 15. ALL SHRUB BEDS SHALL BE MULCHED WITH 1-1/2"-3" RIVER ROCK AND 4"-8" WASHED ROUNDED COBBLE W/ 3/4"- 1-1/2" RIVER ROCK TOPPING TO FILL VOIDS & LOCK COBBLE IN PLACE, MULCH AT A MAXIMUM DEPTH OF FIVE INCHES AND A
- MINIMUM DEPTH OF FOUR INCHES. NO MORE THAN A MAXIMUM OF 50% OF LANDSCAPE SHALL BE ROCK MUI CH. 16. ALL SEEDED SLOPES 4:1 OR GREATER SHALL BE PROTECTED WITH EROSION CONTROL MAT. DOUBLE NET EROSION CONTROL BLANKET CONSISTING OF 70% AGRICULTURAL STRAW (0.35 LB/SQ.YD.) AND 30% COCONUT FIBER (0.15
- LB/SQ.YD.) AND BIODEGRADABLE NETTING HAVING AN APPROXIMATE 5/8" X 5/8" MESH ON THE TOP AND 2"X2" AS MANUFACTURED BY AMERICAN EXCELSIOR COMPANY OR APPROVED EQUAL. 17. ROUGH GRADE TO ONE TENTH (.1) OF ONE FOOT BY OTHERS. LANDSCAPE CONTRACTOR SHALL PROVIDE FINISH
- GRADES WHILE MAINTAINING POSITIVE DRAINAGE. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED OR ERODED AREAS PRIOR TO COMMENCING WORK.
- 18. THE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE LANDSCAPED. THE CONTRACTOR SHALL REMOVE REQUIRED DEPTH OF SOIL ALONG EXISTING HARDSCAPE, SUCH AS SIDEWALK AND CURB AND GUTTERS, TO ACCOMMODATE LANDSCAPE INSTALLATION WHILE MAINTAINING FINAL GRADES AND POSITIVE DRAINAGE THROUGHOUT THE PROJECT. THIS WORK SHALL INCLUDE BUT IS NOT LIMITED TO: SEED AND SOD AREAS, SHRUB BEDS, PATHS AND OTHER HARDSCAPE AREAS OTHERWISE NOT INCLUDED WITHIN THE CIVIL PLANS
- 19. ALL PLANT MATERIALS SHALL MEET OR EXCEED CURRENT AMERICAN STANDARDS FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
- 20. ALL TREES OF THE SAME SPECIE AND SIZE SHALL HAVE MATCHING HEIGHT AND FORM UNLESS OTHERWISE NOTED ON THE PLANS OR TAGGED BY THE OWNER'S REPRESENTATIVE AT THE NURSERY.
- 21. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- 22. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL BEFORE OR POST
- 23. PRIOR TO SODDING, SEEDING OR OTHER PLANTING OPERATIONS; THE CONTRACTOR SHALL APPLY HERBICIDE TO
- 24. ALL INSPECTIONS OF LANDSCAPE MATERIALS, HARDSCAPE AND AMENITIES ARE THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT.



PROJECT NAME

(, COLORADC SLACK HAWK, (SITE DEVELOPI AWK  $\mathbf{\omega}$ 

SHEET TITLE

م تو ANDSCAF DETAILS

ISSUE DATE **FEBRUARY 5, 2021** 

REVISION DATE

SHEET NUMBER

141 SHEET 6 OF 8

order and also named

SET ROOTBALL ON EXISTING UNDISTURBED SUBGRADE - DO NOT OVER-EXCAVATE

**EVERGREEN TREE PLANTING** 

SITE DEVELOPMENT PLAN

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

NOTE: ALL IMAGERY IS CONCEPTUAL. FINAL DETAILS AND FURNISHINGS MAY VARY FROM THOSE SHOWN.

> Conceptual imagery is not sufficient for COAC approval. Material specifications must be provided for all exterior improvements.

DID THE AX-THOWING ELEMENT NOT MAKE IT INTO THE PLANS FOR THE PROJECT? WONDERING? VH

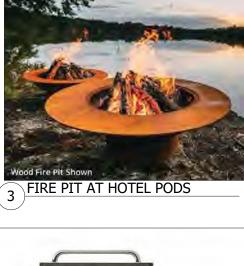
SHOW ANCHOR ATTACHMENT FOR TRAILERS, FOUNDATION PLAN?, AND ANY SKIRTING THAT MAY BE PROPOSED ON A PERMAMNET OR TEMPORARY BASIS.







BAR CONCEPT





5 TIMBER ARCH AT BAR ENTRANCE







FENCING AROUND BAR



FIREPIT AT BAR





PROJECT NAME

HAWKS LANDING BLACK HAWK, COLORADO SITE DEVELOPMENT PLAN

SHEET TITLE

LANDSCAPE DETAILS

ISSUE DATE

FEBRUARY 5, 2021

REVISION DATE

SHEET NUMBER

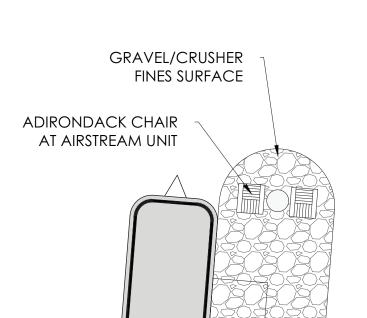
142 SH 155T 7 OF 8

SITE DEVELOPMENT PLAN

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

NOTE: ALL IMAGERY IS CONCEPTUAL. FINAL DETAILS AND FURNISHINGS MAY VARY FROM THOSE SHOWN.

Conceptual imagery is not sufficient for COAC approval. Material specifications must be provided for all exterior improvements.



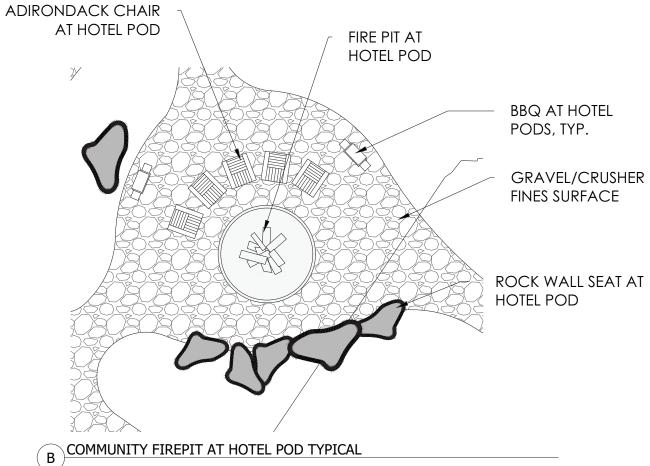


weight on bottom of chair - winds will constantly blow them

ADIRONDACK CHAIR AT AIRSTREAM UNIT



PICNIC TABLE AT AIRSTREAM UNIT



AIRSTREAM UNIT TYPICAL

Sheet 5 is out of

43 SHEET 5 OF 8

PICNIC TABLE AT

AIRSTREAM UNIT

SHEET TITLE

PLAN ANDSCAPE

PROJECT NAME

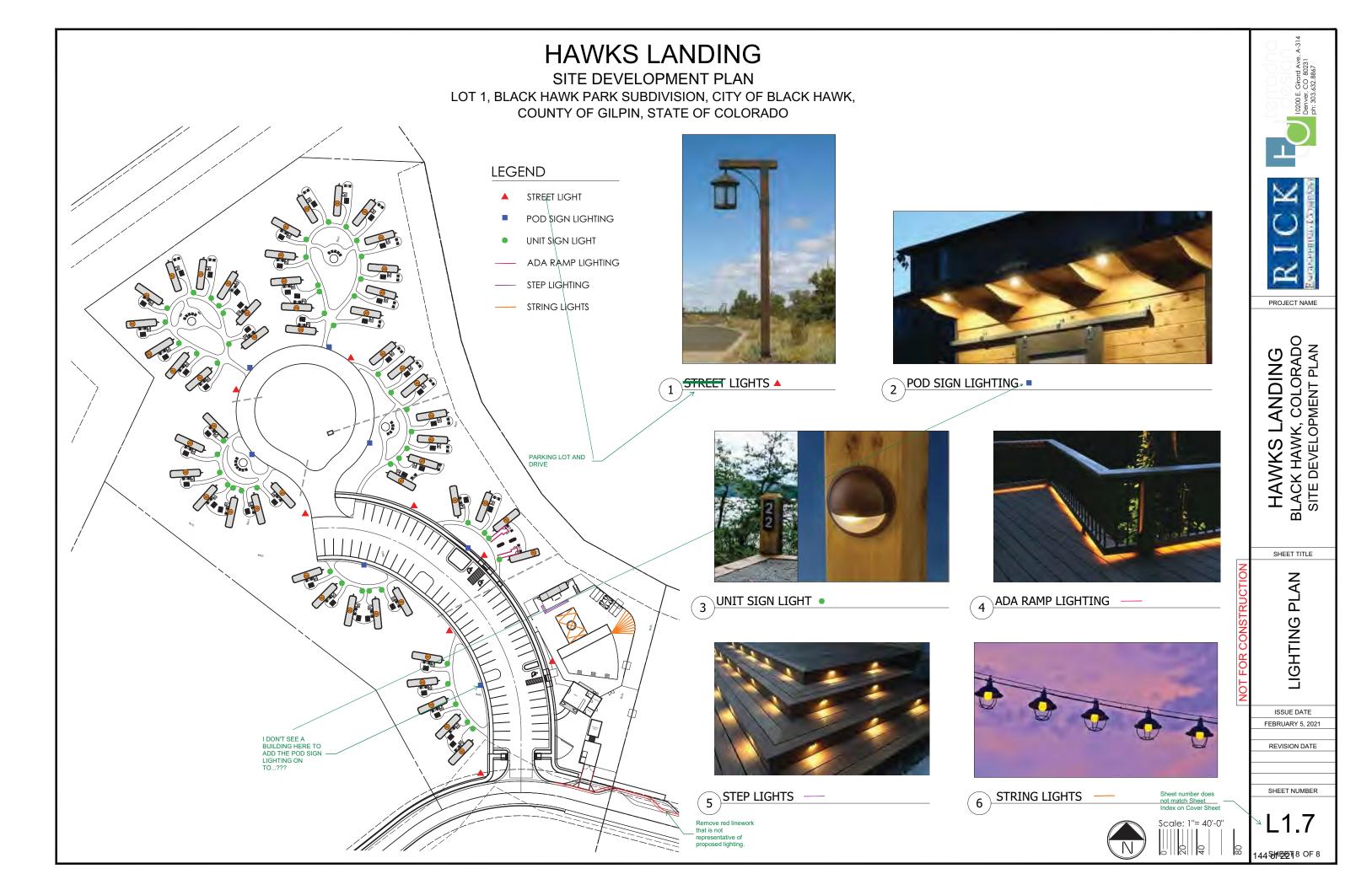
HAWKS LANDING BLACK HAWK, COLORADO SITE DEVELOPMENT PLAN

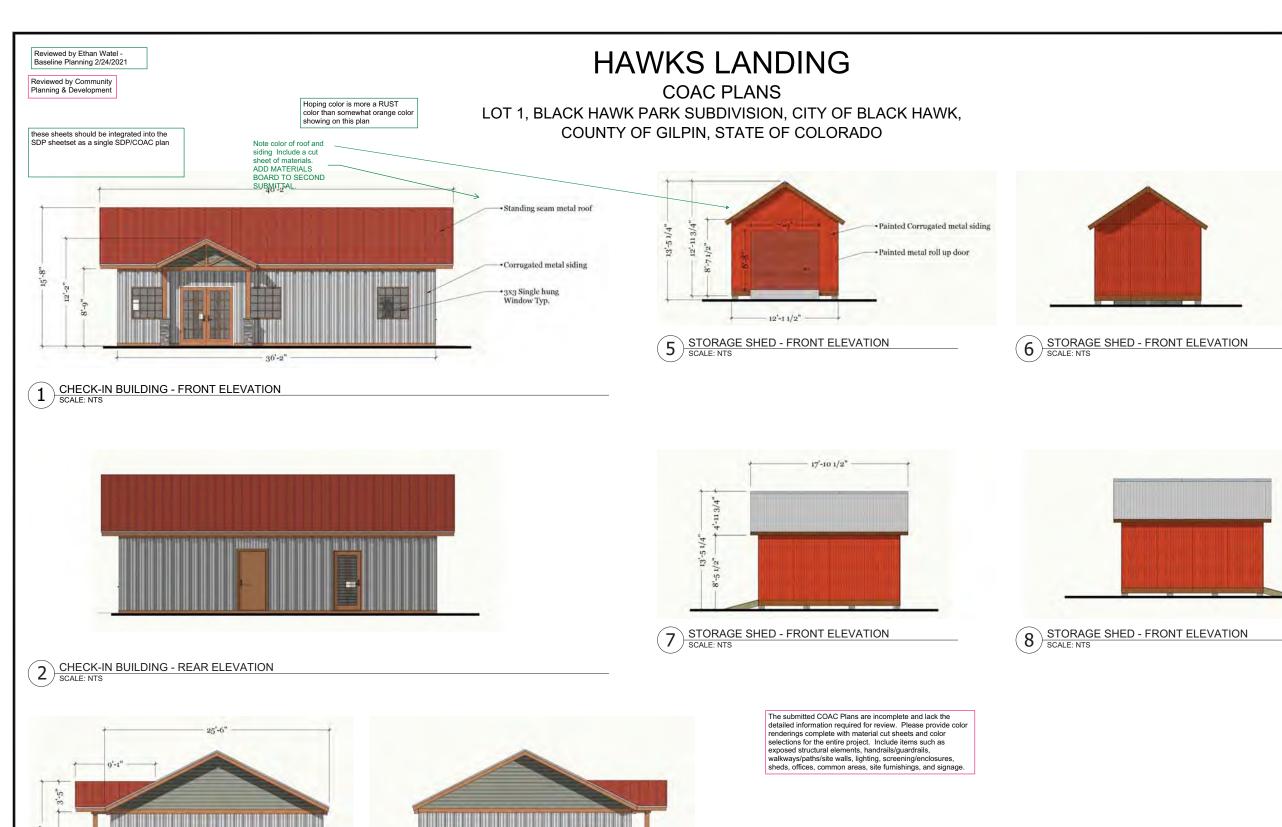
ISSUE DATE

FEBRUARY 5, 2021

REVISION DATE

SHEET NUMBER





CHECK-IN BUILDING - SIDE ELEVATION

24'-2"

3 CHECK-IN BUILDING - SIDE ELEVATION SCALE: NTS

ARCHITECTURAL ELEVATIONS

SHEET NUMBER

SHEET INDEX

A1.1-A1.2

ARCHITECTURAL ELEVATIONS

145 SHEET 1 OF 2

LETTOCINO OESIGN 10200 E. Girard Ave. A-314 Denver. CO 80231 ph. 303.632.8867

PROJECT NAME

HAWKS LANDING
BLACK HAWK, COLORADO
COAC PLANS

SHEET TITLE

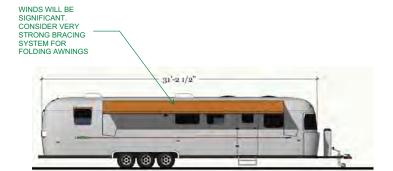
ISSUE DATE FEBRUARY 5 2021

REVISION DATE

## HAWKS LANDING

### **COAC PLANS**

LOT 1, BLACK HAWK PARK SUBDIVISION, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



1 32 FT. TRAILER - FRONT ELEVATION SCALE: NTS



2 32 FT. TRAILER - REAR ELEVATION SCALE: NTS



3 32 FT. TRAILER - SIDE ELEVATION SCALE: NTS



4 32 FT. TRAILER - SIDE ELEVATION
SCALE: NTS

The site plan seems to show only one size of Airstream. Remove reference to models that will not be included in

Incorporate this sheet with the SDP/COAC plan set.



18 FT. TRAILER - FRONT ELEVATION SCALE: NTS



18 FT. TRAILER - REAR ELEVATION SCALE: NTS



18 FT. TRAILER - SIDE ELEVATION SCALE: NTS



18 FT. TRAILER - SIDE ELEVATION 8 SCALE: NTS



9 BAR TRAILER - FRONT ELEVATION
SCALE: NTS



BAR TRAILER - REAR ELEVATION
SCALE: NTS



BAR TRAILER - SIDE ELEVATION
SCALE: NTS



BAR TRAILER - SIDE ELEVATION
SCALE: NTS





PROJECT NAME

HAWKS LANDING BLACK HAWK, COLORADO COAC PLANS

SHEET TITLE

ARCHITECTURAL ELEVATIONS

ISSUE DATE FEBRUARY 5, 2021

REVISION DATE

SHEET NUMBER

46 SHEET 2 OF 2

#### **VESTED RIGHTS STATEMENT**

THIS PLAN IS SUBMITTED TO CREATE VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24. C.R.S. AND PURSUANT TO SECTIONS 361 AND 362 OF ARTICLE XVII OF THE BLACK HAWK MUNICIPAL CODE AS ADOPTED BY THE BOARD OF ALDERMEN AND AVAILABLE AT CITY HALL, 201 SELAK STREET, BLACK HAWK,

#### SITE DEVELOPMENT PLANS FOR HAWKS LANDING AIRSTREAM PARK

BLACK HAWK PARK SUBDIVISION, LOCATED IN NORTH HALF OF SECTION 18. AND THE SOUTHWEST QUARTER OF SECTION 7 BOTH BEING WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST 6TH P,M. CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



#### LOCATION MAP SCALE 1"=1000"

<u>CERTIFICATIONS</u>	CREATE SPACE	
OWNER'S SIGNATURE: CLUB VISTA PROPERTIES II, LLC	- FOR SIGNATURE LINE	
NAME: DARWIN HORAN		
TITLE: OWNER	CLUB	
STATE OF COLORADO, COUNTY OF GILPIN		
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE 20, BY: DARWIN HORAN, OWNER OF TITLE PROPERTIES		
WITNESS MY HAND AND OFFICIAL SEAL:		
MY COMMISSION EXPIRES:	_	define horizontal datum (grid or ground
NOTARY PUBLIC: ADDRESS:		coordinates).
CITY OF BLACK HAWK BOARD OF ALDERMEN CERTIFICATION	l:	
THIS SITE DEVELOPMENT PLAN IS APPROVED BY THE BOAF BLACK HAWK, COLORADO, THISDAY OF		
BY:		_
MAYOR OF THE CITY OF BLACK HAV	VK, COLORADO	
ATTEST-		

AND AVAILABLE AT CITY HALL, 201 SELAK STREET, BLACK

THIS PLAN CONSTITUTES A SITE SPECIFIC DEVELOPMENT AS DEFINED IN 24-69-101. ET SEO., C.R.S.,

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

CITY CLERK

AND ORDINANCE NO. 98-62 OF THE CITY OF BLACK HAWK

ADOPTED BY THE CITY ON.....

HAWK, COLORADO.

OBSERVATION. NORTHING: 1168024.49' EASTING: 3003217.42'

THE POINT OF CURVATURE AND BEING 0.2' BELOW GRADE.

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION

-THE NORTH QUARTER CORNER OF SECTION 18 BEING FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING

-THE NORTHWEST CORNER OF SECTION 18 BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING

Benchmark must be on the City of Black Hawk Datum with location of benchmark noted.

#### **ABBREVIATION**

AIR RELEASE VALVE	ARV
BEGIN CURVE	BC
BLOW OFF VALVE	BOV
BEGIN VERTICAL CURVE STATION	BVCS
BEGINNING OF VERTICAL CURVE ELEVATION	BVCE
CENTERLINE	CL
CLEANOUT	CO
ELECTRIC BOX	EB
END CURVE	EC
END VERTICAL CURVE STATION	EVCS
END VERTICAL CURVE ELEVATION	EVCE
EXISTING GRADE	EG
FINISHED GRADE	FG
FINISHED SURFACE	FS
FINISH FLOOR	FF
FLOW LINE	FL
GARAGE FLOOR FRONT	GFF
GARAGE FLOOR BACK	GFB
GRADE BREAK	GB
HIGH POINT	HP
INVERT	INV
IRRIGATION CONTROL VALVE	ICV
LOW POINT	LP
POINT OF CURB RETURN	PCR
POINT OF VERTICAL CURVE INTERSECTION	PVI
PROPERTY LINE	PL
PUBLIC UTILITY EASEMENT	PUE
PULL BOX	PB
RIGHT-OF-WAY	ROW
THRUST BLOCK	TB
TOP OF CURB	TC
TOP OF FOOTING	TF
TOP OF GRATE	TG
TOP OF WALL	TW
WATER METER	WM

# LANDING AM PARK

SHEET WK'S ER 0 HAV Ö



REVIEWED FOR COMPLIANCE BY SIGNATURE DATE SIGNATURE DATE

SCALE: ASASIN (ON OTATED DATE: 02/05/2021 DRAWN BY JP/BG CHECKED BY: D01055 JOB NO:

PROJECT NO. DRAWING NO.

COVER

SHEET NO 01 22 OF 27 SHEETS

SITE BENCHMARK & BASIS OF BEARING:

add all utility linetypes to the legend.

**EXISTING** 

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PROPOSED

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V 

21722--

6060606

LEGEND

LOT LINE

RIGHT-OF-WAY

CURB & GUTTER

DAYLIGHT LINE

RETAINING WALL

SITE BOUNDARY

TYPICAL LATERALS

STORM DRAIN MANHOLE

EASEMENT

FLOWLINE

CONTOURS

WATER VALVE

TRANSFORMER

4-WAY SIGN

2-WAY SIGN

STREET LIGHT

ASPHALT

TYPE R STORM INLET

TYPE C STORM INLET

STORM DRAIN

SEWER LINE

CONCRETE

SWALE

TREES

ROAD BASE

FENCE-GENERAL LISE

CENTERLINE

CONTROL POINT 1: VERTICAL DATUM IS BASED IPON NAVD88 OPUS/GEOID18, GPS STATIC

FLEVATION: 8647.75 CP 1 IS A 1.5" ALUMINUM CAP STAMPED: "CP A". IT CAN BE FOUND AT THE LANDSCAPING AREA JUST WEST OF THE MAIN ENTRANCE TO THE CITY OF BLACK HAWK MAINTENANCE OFFICE PARKING LOT. IT IS APPROXIMATELY 1.6' TO THE TOP BACK OF CURVE AND 9.4' WESTERLY TO

18 BEING ASSUMED TO BEAR N 89'07"38" W. A DISTANCE OF 3180.53 FEET BETWEEN THE FOLLOWING

MONUMENT RECORD FILED 12/29/92.

MONUMENT RECORD FILED 6/27/01.

**GENERAL NOTES:** remove NUMBER

ALL MATERIALS AND WORKMANSHIP FOR PUBLIC INFRASTRUCTURE SHALL BE SUBJECT TO INSPECTION BY THE CITY OF BLACK HAWK PUBLIC WORKS DIVISION AS APPLICABLE. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.

CONSTRUCTION WILL NOT BEGIN UNTIL ALL APPLICABLE PERMITS HAVE BEEN ISSUED. IF A CITY ENGINEERING INSPECTOR IS NOT AVAILABLE AFTER PROPER NOTICE OF CONSTRUCTION ACTIVITY HAS BEEN PROVIDED. THE PERMITTEE MAY COMMENCE WORK IN THE INSPECTOR'S ABSENCE, HOWEVER, THE CITY OF BLACK HAWK RESERVES THE RIGHT NOT TO ACCEPT THE IMPROVEMENT IF SUBSEQUENT TESTING REVEALS AN IMPROPER INSTALLATION.

THE LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. FOR INFORMATION CONTACT: COLORADO 811, A 1-800-922-1987 (WWW.COLORAD0811.ORG).

A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY OF ACCEPTANCE WITH THE RIGHT-OF-WAY USE AND CONSTRUCTION PERMIT APPLICATION. A RIGHT-OF-WAY USE AND CONSTRUCTION PERMIT WILL NOT BE ISSUED WITH BE ISSUED WITHOUT AN ACCEPTED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION.

#### RICK ENGINEERING COMPANY SPECIAL NOTES:

- ANY QUESTION RAISED RELATIVE TO THE ACCURACY OF IMPROVEMENT INSTALLATION SHALL NOT BE RAISED SURSEQUENT TO COMPLETION OF THE WORK LINLESS ALL SURVEY STAKES ARE MAINTAINED INTACT. SHOULD SUCH STAKES NOT BE PRESENT AND VERIFIED AS TO THEIR ORIGIN, NO CLAIM FOR ADDITIONAL COMPENSATION FOR CORRECTION SHALL BE PRESENTED TO ANY PARTY AND SUCH WORK SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- NEITHER THE OWNER, NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- THE CONTRACTOR SHALL FOLLOW THE GUIDELINES AND REGULATIONS AS SET FORTH BY OSHA.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL LITHLITIES ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE ARE ANY OUESTIONS REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE ENGINEER OF WORK AT 303-537-8020. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, TEMPORARY DESILTING BASINS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY OR ASSOCIATIONS IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND AT THE EXPENSE OF THE CONTRACTOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS AND STRUCTURES! INDIADMANCE OF ANY CONSTRUCTION AND TO OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO SUCH. THE ENGINEER AND/OR OWNER WINDLESTON AND TO OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO SUCH. THE ENGINEER AND/OR OWNER WINDLESTON AND TO OBSERVE AND ANY DAMAGE TO SUCH. SHOWN ON THESE PLANS OR THOSE OMITTED FROM SAME.
- CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATIONS OF EXISTING FACILITIES.
- BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE UTILITY
- LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS REQUIRED TO PROTECT ADJACENT PROPERTIES DURING THE GRADING OPERATIONS
- WHERE TRENCHES ARE WITHIN EASEMENTS OR WITHIN 10' OF ANY BUILDING, A SOILS REPORT SHALL BE SUBMITTED TO THE ENGINEER OF WORK BY A QUALIFIED SOILS FNGINEER WHICH INDICATES THAT TRENCH BACKFILL WAS COMPACTED UNDER THE OBSERVATION OF THE SOILS ENGINEER AND IN ACCORDANCE WITH THE ABOVE-NAMED
- 13. ALL FRAMES, COVERS, VALVE BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION.

#### **WATER SYSTEM NOTES:**

- CITY OF BLACK HAWK STANDARDS: THE CONSTRUCTION OF THE WATER SERVICE WORK IS SUBJECT TO THE STANDARDS OF THE CITY OF BLACK HAWK. THE CITY STANDARDS SHALL APPLY AS A MINIMUM IN CASE OF CONFLICT BETWEEN THESE SPECIFICATIONS AND THE ENGINEERING STANDARDS OF THE CITY, BUT THE MORE STRINGENT STANDARD SHALL BE FOLLOWED AS LONG AS THE MINIMUM CITY'S STANDARD HAS BEEN MET. MAINTAIN TEN FEET (10") MINIMUM HORIZONTAL SEPARATION BETWEEN THE WATER SERVICE AND SANITARY SEWER SERVICE UNLESS OTHERWISE APPROVED.
- CONNECTIONS TO EXISTING WATER PIPELINE: ALL CONSTRUCTION INVOLVED IN CONNECTING TO THE EXISTING PIPELINES SHALL BE DONE IN THE PRESENCE OF THE CITY OF BLACK HAWK WATER DEPARTMENT. ALL CONSTRUCTION INVOLVED IN THE CONNECTING TO EXISTING PIPELINES SHALL BE SCHEDULED WITH AND APPROVED BY THE CITY. PROVIDING TEMPORARY THRUST RESTRAINT, AS REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE THE REPLACEMENT OF THE EXISTING SERVICE CONNECTIONS WITH THE CITY. PROVIDE 24-HOUR MINIMUM NOTICE TO THE WATER DEPARTMENT FOR ANY INSPECTIONS AND OBSERVATIONS.
- VALVE BOX SHALL BE SIMILAR AND EQUAL TO EA2-75-40-36, AS MANUFACTURED BY FORD, AND SHALL BE COMPLETE WITH LID AND STATIONARY ROD.
- WATER SERVICES MATERIALS: MATERIALS FOR WATER SERVICE CONNECTIONS SHALL BE NEW AND THE BEST AVAILABLE. IN THE ABSENCE OF DETAIL INFORMATION, THE REQUIREMENTS OF AWWA C800 SHALL BE FOLLOWED.
- 4.a. CORPORATION STOPS: ALL CORPORATION STOPS FOR COPPER PIPE SHALL BE SIMILAR AND EQUAL TO MH 15000, THREADED INLET, COMPRESSION COUPLING OUTLET, AS MANUFACTURED BY MUELLER COMPANY.
- 4.6. COPPER PIPE: THE COPPER PIPE FOR ALL SERVICE CONNECTIONS SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN ASTM B 88, OR ITS LATEST REVISION, AND SHALL BE TYPE K, SOFT ANNEALED.
- 4.c. CURB VALVE AND BOX: A MUELLER 300 BALL CURB STOP VALVE SHALL BE USED. THE CURB STOP VALVE BOX SHALL BE SIMILAR AND EQUAL TO EA2-75-40-36. AS MANUFACTURED BY FORD, AND SHALL BE COMPLETE WITH LID AND STATIONARY ROD
- 4.d. SERVICE SADDLES: SERVICE SADDLES SHALL BE BRONZE CONSTRUCTION. SADDLES ON DIP SHALL BE DOUBLE-STRAP SIMILAR TO FORD S-90, MUELLER H-13400 SERIES, OR APPROVED FOUAL.
- INSTALLATION OF WATER SERVICES: WATER SERVICE LINES SHALL BE OF THE SAME TYPE MATERIAL FROM BEGINNING TO END WITHOUT FITTINGS BETWEEN THE CORPORATION STOP AND THE CURB STOP AND BETWEEN THE CURB STOP AND SHUT-OFF VALVE INSIDE THE HOUSE. UNLESS NOTED ELSEWHERE IN THE DRAWINGS, WATER SERVICE INSTALLATIONS SHALL BE CONSTRUCTED AS SHOWN IN THE DRAWINGS. ALL SERVICE LINE TAPS SHALL HAVE DOUBLE STRAP BRONZE SERVICE CLAMPS. WATER SERVICES SHALL BE ONE CONTINUOUS PIPE WITHOUT JOINTS OR SPLICES.
- WATER PIPELINE DISINFECTING; ALL WATER PIPING INSTALLED UNDER THIS CONTRACT SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651 AND THE STANDARDS OF
- THE CONTRACTOR IS RESPONSIBLE, AT ITS COST, FOR PROVIDING WATER FOR CONSTRUCTION ACTIVITIES.
- MINIMUM BURY DEPTH ON WATER MAIN IS 6 FEET.
- WATER LINES SHALL HAVE AT LEAST TEN (10) FEET OF HORIZONTAL SEPARATION AND EIGHTEE-INCHES (18') OF VERTICAL SEPARATION BETWEEN THE OUTSIDE WALLS OF THE SANITARY SEWER PIPES, SERVICES AND/OR MANHOLES

#### SANITARY SEWER SYSTEM NOTES:

- BLACK HAWK / CENTRAL CITY SANITATION DISTRICT STANDARDS: THE CONSTRUCTION OF THE SANITARY SEWER SERVICE WORK IS SUBJECT TO THE STANDARDS OF THE BLACK HAWK / CENTRAL CITY SANITATION DISTRICT (DISTRICT). THE DISTRICT STANDARDS SHALL APPLY AS A MINIMUM IN CASE OF CONFLICT BETWEEN THESE SPECIFICATIONS AND THE ENGINEERING STANDARDS OF THE DISTRICT, BUT THE MORE STRINGENT STANDARD SHALL BE FOLLOWED AS LONG AS THE MINIMUM DISTRICT'S STANDARD HAS BEEN MET.
  - WATER LINES SHALL HAVE AT LEAST TEN (10) FEET OF HORIZONTAL SEPARATION AND EIGHTEEN-INCHES (18") OF VERTICAL SEPARATION BETWEEN THE OUTSIDE WALLS OF THE SANITARY SEWER PIPES, SERVICES AND/OR MANHOLES.
  - WHEN CONDITIONS PREVENT ACHIEVING THIS SEPARATION, THE SANITARY SEWER SHALL BE CONSTRUCTED OF
  - C900 PVC OR OTHER DISTRICT-APPROVED AWWA PRESSURE-RATED PIPE WITH MECHANICAL OR SLIP-ON JOINTS.
- SANITARY SERVICE CONNECTIONS: THE CONTRACTOR SHALL COORDINATE THE REPLACEMENT OF THE EXISTING SERVICE CONNECTIONS WITH THE CITY A REPRESENTATIVE OF THE BLACK HAWK / CENTRAL CITY SANITATION DISTRICT MUST BE PRESENT TO WITNESS THE SANITARY SEWER CONNECTION AND/OR THE ABANDONING OF THE EXISTING SERVICE. THE CONTRACTOR SHALL PROVIDE 72-HOUR NOTICE TO THE DISTRICT.
- 4.a. JOINTS SHALL BE OF THE BELL AND GASKET TYPE WITH INTEGRALLY CAST BELL HAVING AN ELASTOMERIC GASKET IN A FASHION TO MINIMIZE TURBULENT FLOW.
- SEWER SERVICE MATERIALS: MATERIALS FOR SEWER SERVICE CONNECTIONS SHALL BE NEW AND THE BEST AVAILABLE QUALITY. SDR 26
- ACCORDING TO THE DISTRICT STANDARD, NEW SEWER PIPE AND FITTINGS SHALL BE GREEN POLYVINYL CHLORIDE (PVC), SDR 35 MINIMUM THICKNESS CONFORMING TO
- 4.d. SERVICE LINE CLEAN OUTS, WHERE REQUIRED, SHALL CONFORM TO THE SERVICE LINE CLEAN OUT DETAIL. CLEAN OUTS ARE REQUIRED FOR ANY SIGNIFICANT (GREATER THAN 45 DEFLECTION) CHANGE IN THE SERVICE LINE DIRECTION AND AT INTERVALS NO GREATER THAN 100 FEET OR AS REQUIRED BY THE LOCAL BUILDING
- 4.e. THE SIZE AND SLOPE OF THE SERVICE SEWER SHALL BE SUBJECT TO THE APPROVAL OF THE DISTRICT, SERVICES 4 INCHES IN DIAMETER SHALL HAVE A A MINIMUM GRADE OF 2%, AND SERVICES 6 INCHES IN DIAMET SHALL HAVE A MINIMUM GRADE OF 1%.
- PIPE LAYING SHALL PROCEED UPGRADE WITH THE SPIGOT ENDS OF PIPE POINTING IN THE DIRECTION OF THE FLOW, UNLESS OTHERWISE APPROVED BY THE ENGINEER. EACH PIPE LENGTH SHALL BE LAID TRUE TO LINE AND GRADE IN SUCH MANNER AS TO FORM A CLOSE CONCENTRIC JOINT WITH THE ADJOINING PIPE AND TO PREVENT SUDDENT OFFSETS TO THE FLOW LINE. PIPE SHALL BE LAID IN AN UN-WATERED TRENCH AND SHALL NOT BE USED FOR DRAINING WATER FROM THE
- 4.g. THE MINIMUM 10 FT HORIZONTAL SEPARATION IS FROM OUTSIDE WALLS OF THE SANITARY SEWER PIPES, SERVICES AND/OR MANHOLES.
- A MINIMUM OF 18 INCH VERTICAL SEPARATION IS REQUIRED FROM WATER AND STORM WATER UTILITIES.
- WHERE SHOWN ON PROJECT DRAWINGS OR USED AT WATERLINE CROSSINGS, PIPE SHALL BE AWWA C900 OR C905 DR-18, COLOR SHALL BE "GREEN" OR PIPE SHALL BE ENCASED IN GREEN POLYETHYLENE WRAP.
- GASKETS SHALL COMPLY WITH ASTM F477.

AUTHORITY.

- PROTECTION OF POTABLE WATER PIPELINES: THE CONTRACTOR SHALL USE PVC PIPE CONFORMING TO ASTM D2241, WITH A THICKNESS NOT LESS THAN C900 DR-18 AS ENCASEMENT WHEN A SANITARY SEWER PIPELINE CROSSES AN EXISTING WATER OR THE SANITARY SEWER PIPELINE IS FOUND TO BE LESS THAN 10 FEET HORIZONTALLY FROM A WATER PIPELINE WHICH IS PARALLEL OR CONVERGING TO THE SEWER PIPELINE. THE LENGTH OF THE ENCASEMENT SHALL BE SUCH THAT THE PORTION OF THE SEWER PIPELINE THAT IS NOT ENCASED IS 10 FEET OR GREATER APART HORIZONTALLY ON BOTH SIDES OF THE WATER PIPELINE. COSTS SHALL BE INCLUDED IN THE
- PIPELINE FLUSHING: THE CONTRACTOR SHALL FLUSH THE PIPELINES, AS THE WORK PROGRESSES, BY MEANS THAT ARE IN ACCORDANCE WITH THE BLACK HAWK / CENTRAL CITY SANITATION DISTRICT STANDARDS, TO ENSURE THAT EARTH, SAND ROCKS OR OTHER FOREIGN MATERIALS ARE REMOVED FROM THE INTERIOR OF THE PIPELINE. COORDINATE WITH PUBLIC WORKS AND THE SANITATION DISTRICT.

  All materials from flushing shall be removed and not allowed to enter the active sanitary sewer system.
- LEAKAGE: THE CONTRACTOR SHALL PERFORM A LEAKAGE TEST WITH THE PRESENCE OF THE ENGINEER AND REPRESENTATIVE OF THE CENTRAL CITY / BLACK HAWK

Black Hawk-Central City Sanitation District

about sanitary? or

WATER notes

section?

should it be moved to

#### **GRADING NOTES:**

- GRADING SHALL OCCUR WITHIN THE PROPERTY LIMITS. WHERE OFF-SITE WORK IS APPROVED, WRITTEN PERMISSION OF THE ADJACENT PROPERTY OWNER MUST BE OBTAINED PRIOR TO ANY OFF-SITE GRADING OR CONSTRUCTION.
- ALL SIDEWALK SHALL HAVE A 2% MAXIMUM CROSS SLOPE.
- GRADING SLOPES SHALL NOT EXCEED 3:1 (H:V) UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL RAMPS AND STAIRCASES SHALL BE ADA COMPLIANT

#### STORM DRAIN NOTES:

- EXCEPT WHERE NOTED, ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE, CLASS III AND SHALL CONFORM TO REQUIREMENTS OF ASTM C76. ALL RCP SHALL HAVE RUBBER GASKETED JOINTS AND SHALL CONFORM TO REQUIREMENTS OF ASTM C443, AND SHALL PROVIDE WATERTIGHT PERFORMANCE CHARACTERISTICS
- TONGUE AND GROOVE JOINTS SHALL NOT BE ALLOWED.
- THE MINIMUM COVERAGE FOR ALL STORM DRAINAGE PIPES SHALL BE 1.5 FEET FOR CLASS III PIPE AND 1 FOOT FOR CLASS IV PIPE.
- ALL MANHOLES SHALL BE CONCRETE AND CONFORM TO CDOT STANDARD M-604-20.
- THE MINIMUM MANHOLE DIAMETER SHALL BE AS SPECIFIED BELOW:

PIPE DIAMETER MANHOLE SIZE 15" TO 18" 4' DIAMETER

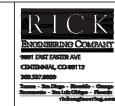
21" TO 42" 5' DIAMETER

48" TO 54" 6' DIAMETER

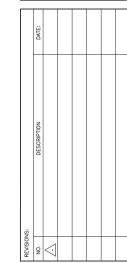
- 60" AND LARGER BOX BASE MANHOLE
- ALL STREET INLETS SHALL BE CURB OPENING TYPE R, CONFORMING TO CDOT STANDARD M-604-12, EXCEPT WHERE OTHERWISE NOTED. EPOXY COATED REBAR IS REQUIRED ON ALL DRAINAGE STRUCTURES.
- ALL RCP STORM SEWERS MUST USE ASTM C443 WATERTIGHT GASKETS PER THE CURRENT MILE HIGH FLOOD DISTRICT DESIGN CRITERIA
- ALL RCP SHALL BE CLASS III STORM SEWER PIPE UNLESS OTHERWISE SPECIFIED.
- JOINT RESTRAINTS ARE REQUIRED FOR A MINIMUM OF THE LAST TWO PIPE JOINTS AND FLARED END SECTION OF AN RCP OUTFALL
- TOE WALLS ARE REQUIRED ON FLARED END SECTIONS AT THE OUTLET END OF CULVERTS AND STORM SEWER OUTFALLS. 11.
- 12. FILTER FABRIC IS REQUIRED UNDER ALL RIPRAP PADS.
- WHERE RIPRAP IS CALLED FOR ON THE PLANS FOR EROSION CONTROL, IT SHALL CONFORM TO THE URBAN STORM DRAINAGE CRITERIA MANUAL SPECIFICATIONS (LATEST

#### **EROSION & SEDIMENT CONTROL NOTES:**

- CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL MEASURES TO MITIGATE ANY SEDIMENT LEAVING THE CONSTRUCTION SITE, CONTRACTOR IS RESPONSIBLE TO ACQUIRE ALL APPLICABLE STATE PERMITS.
- EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF GRADING AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION AND SHALL BE INSTALLED AT THE DIRECTION OF THE CITY ENGINEER / PUBLIC WORKS DIRECTOR OR HIS REPRESENTATIVE.
- AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES EVERY 7 DAYS AND AFTER EVERY PRECIPITATION EVENT. EROSION AND SEDIMENT CONTROL FORMS SHALL BE COMPLETED WEEKLY AND FAXED / EMAILED TO THE CITY INSPECTOR.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT SEDIMENT, DEBRIS AND ALL POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING GRADING AND CONSTRUCTION OPERATIONS. CONTRACTOR SHALL BE RESONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO WATERWAYS, WETLANDS, OTHER PROPERTIES AND RIGHTS-OF-WAY RESULTING FROM WORK DONE AS PART OF THIS PROJECT. ALL SEDIMENT, SILT, MUD AND CONSTRUCTION DEBRIS THAT MOVES BEYOND THE PROPERTY LIMITS MUST BE IMMEDIATELY REMOVED.



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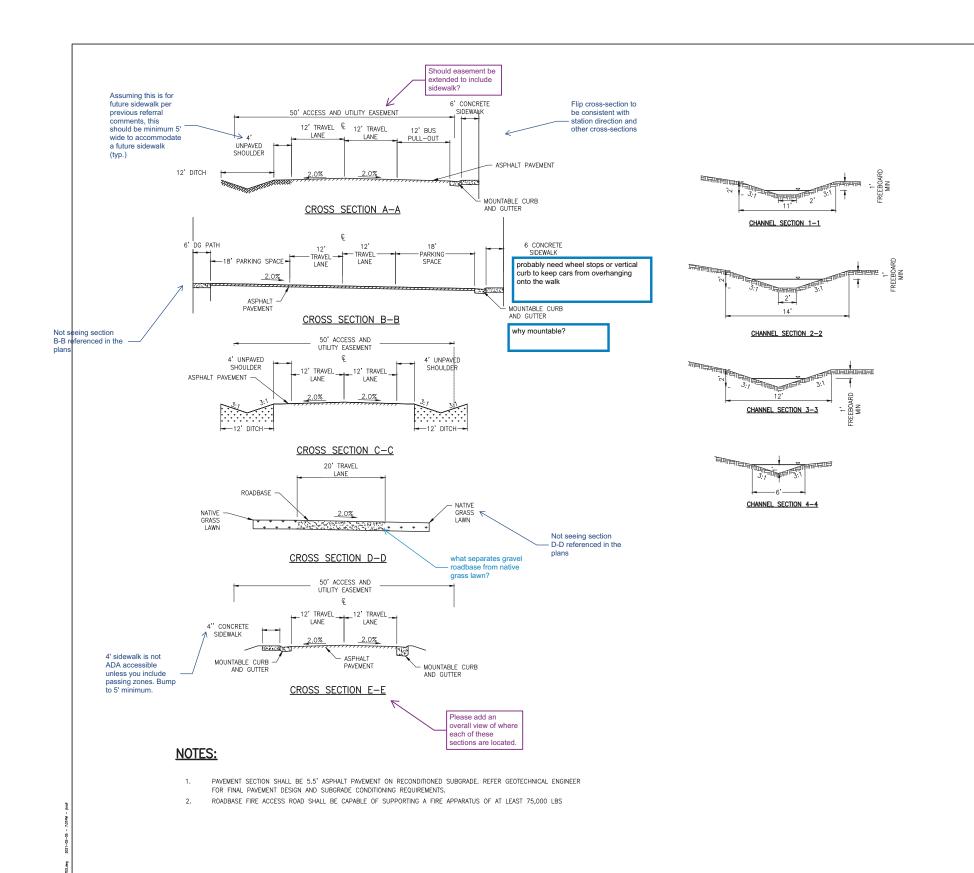
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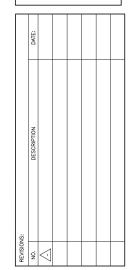
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SHEET NO. 02 OF 27 SHEETS 148 of 221



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HAWK'S LANDING AIRSTREAM PARK NOTES



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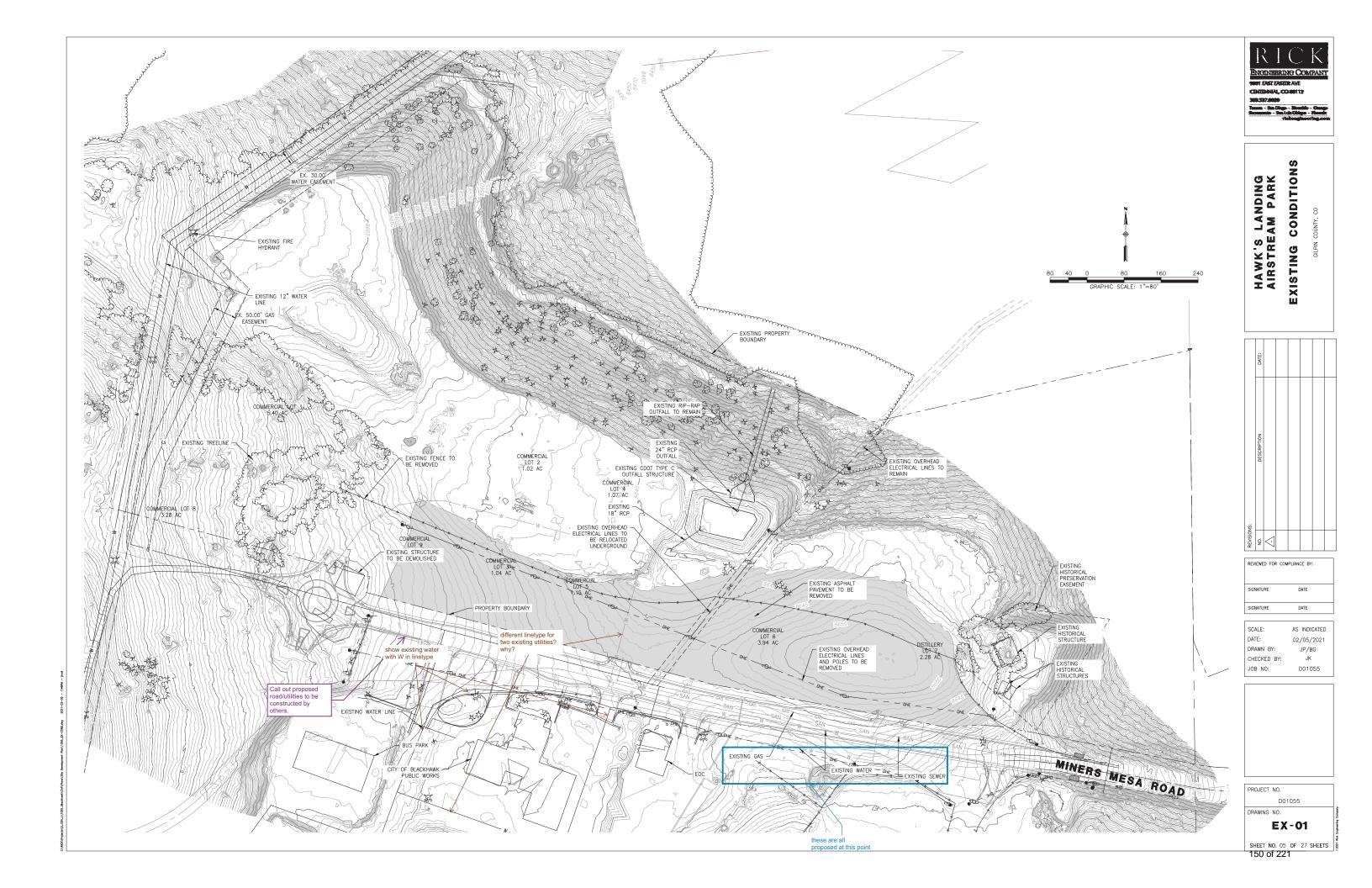
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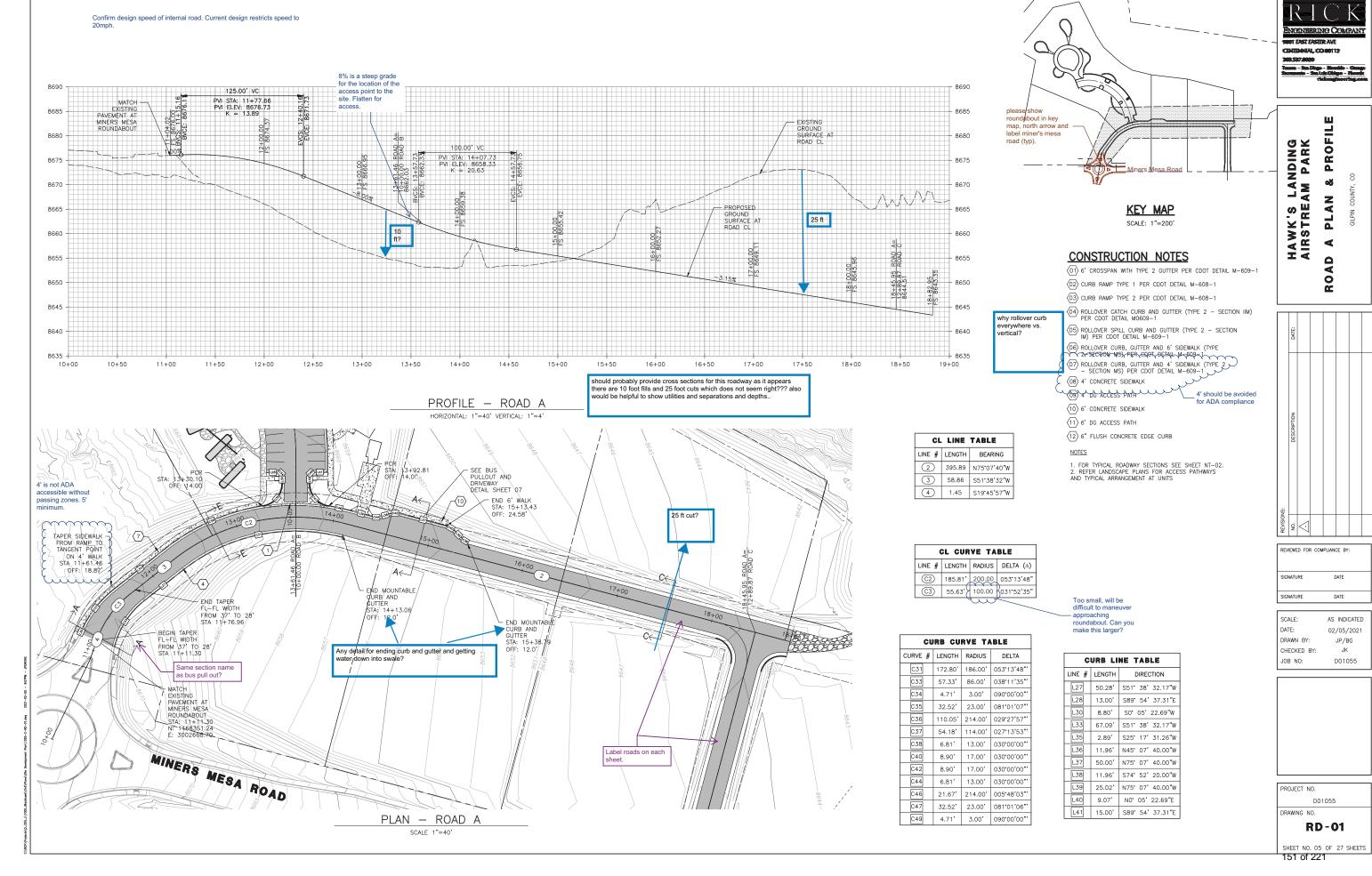
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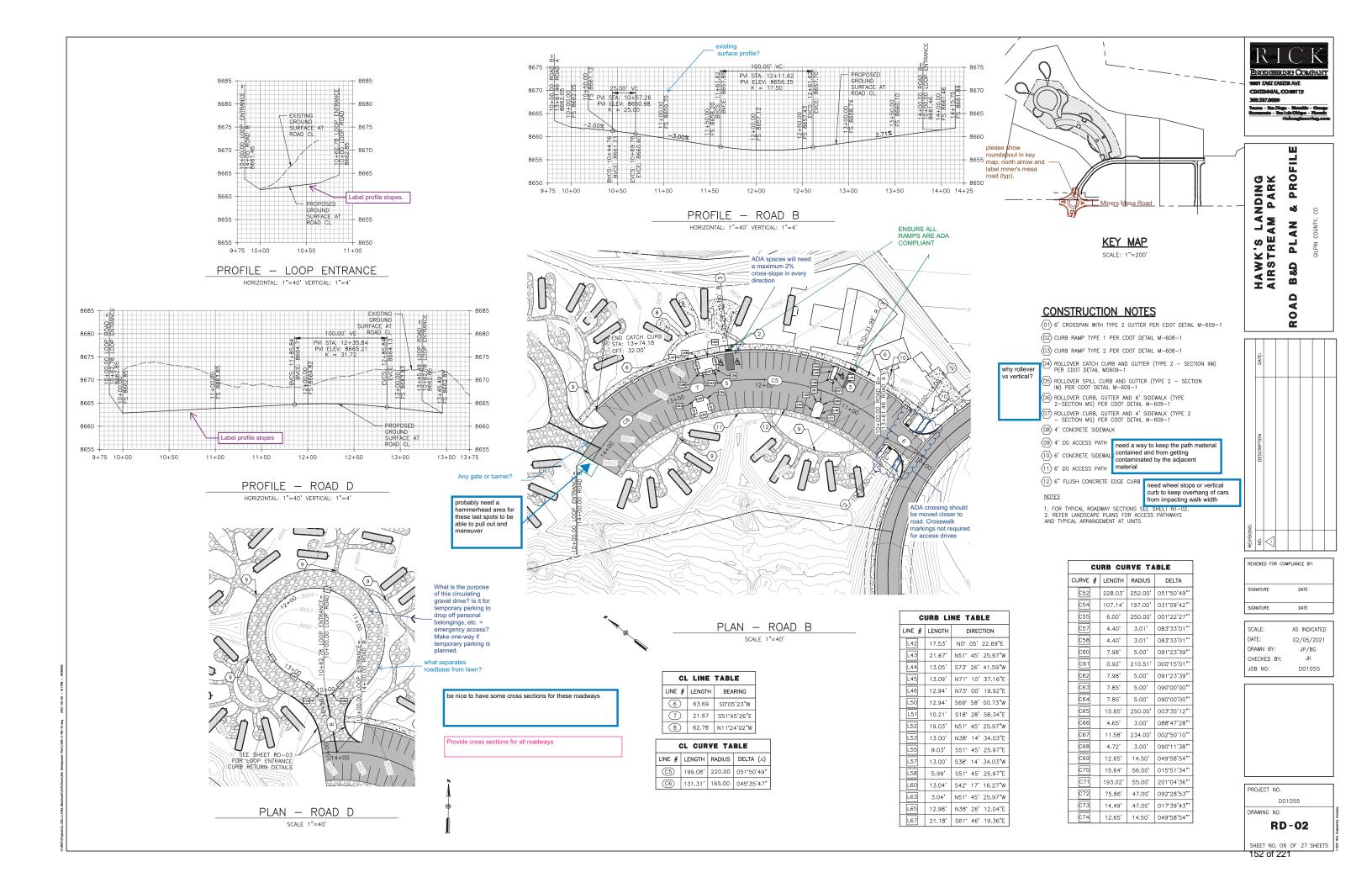
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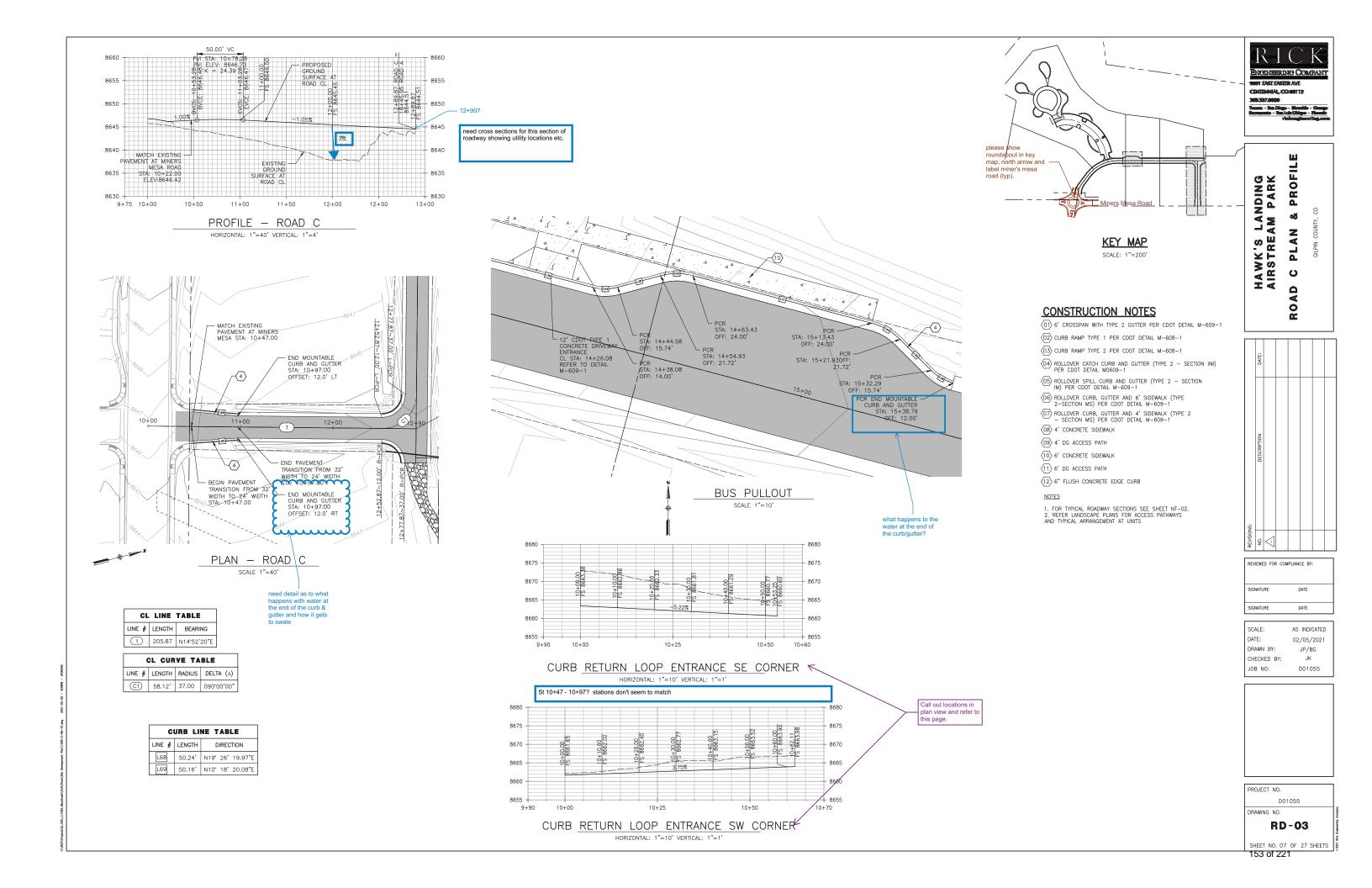
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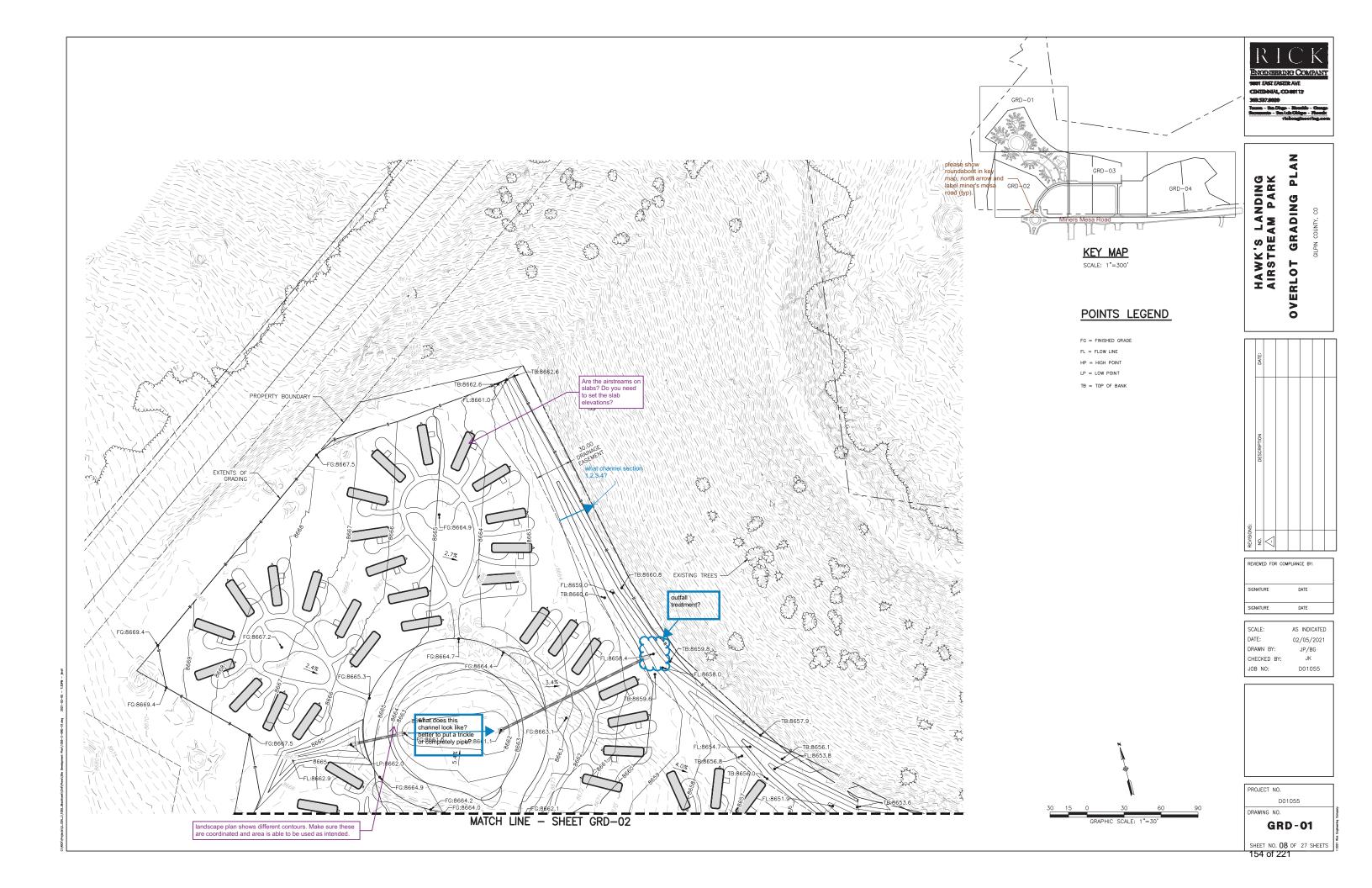
NT-02 SHEET NO. 03 OF 27 SHEETS

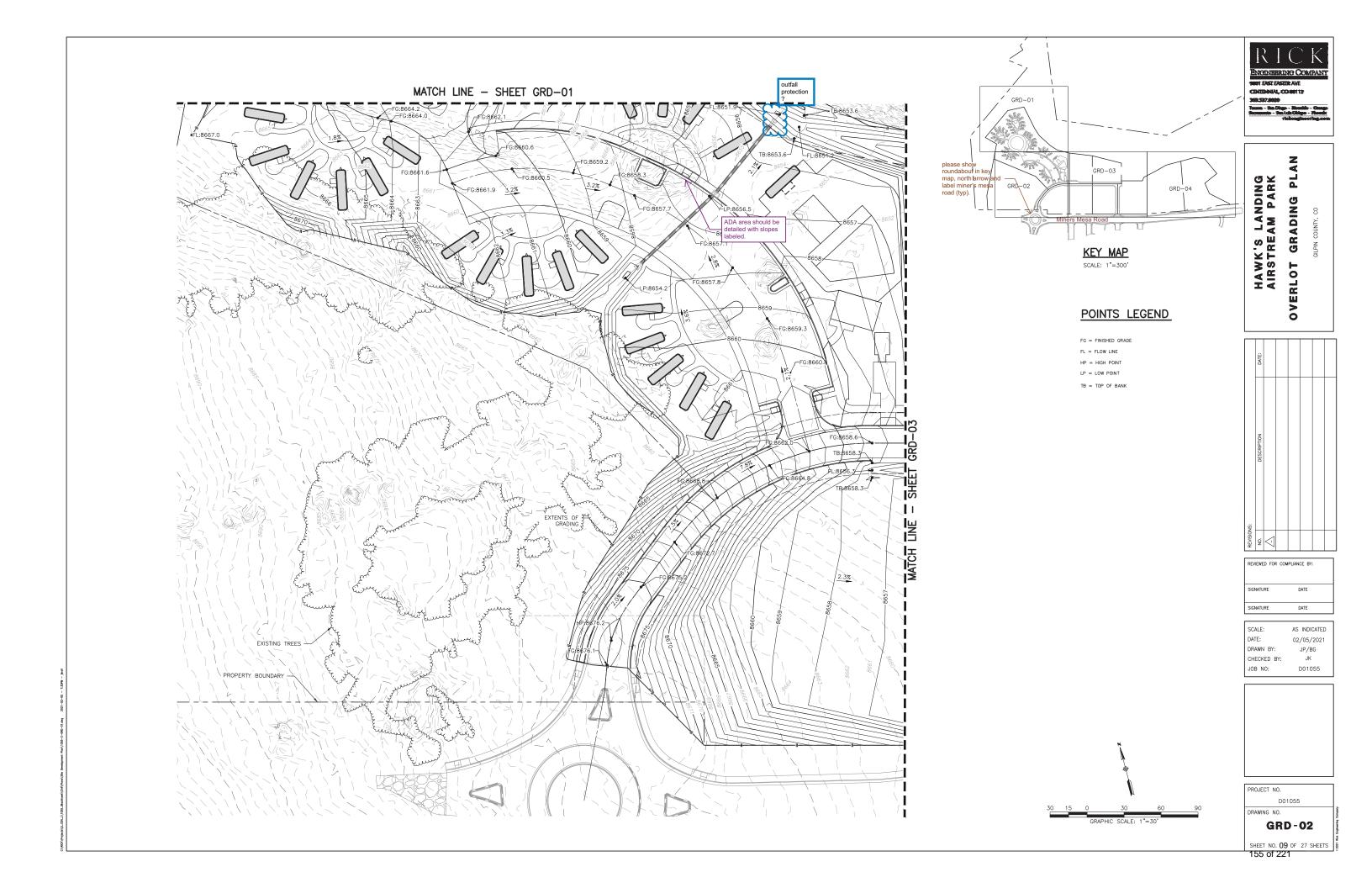


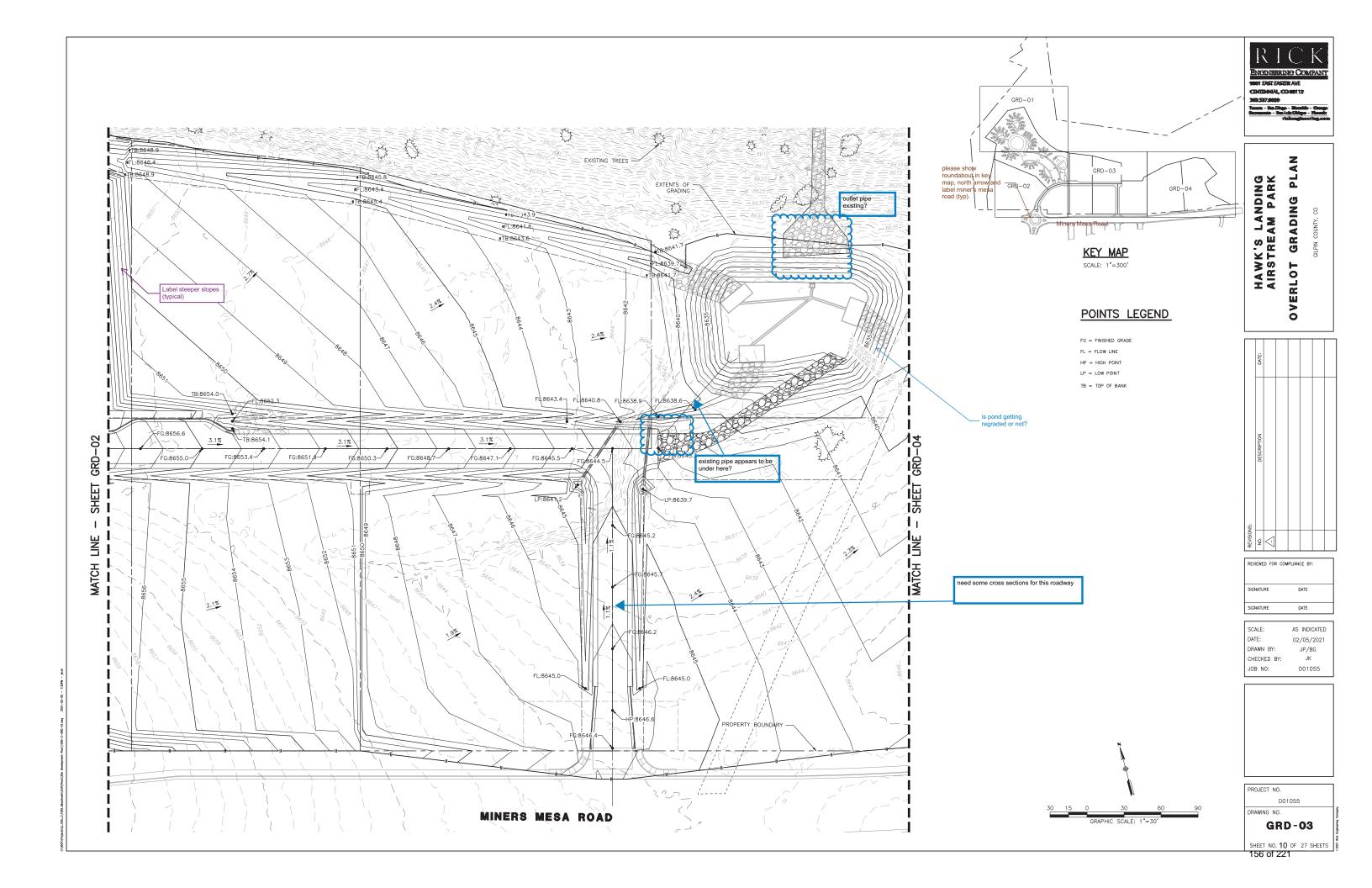


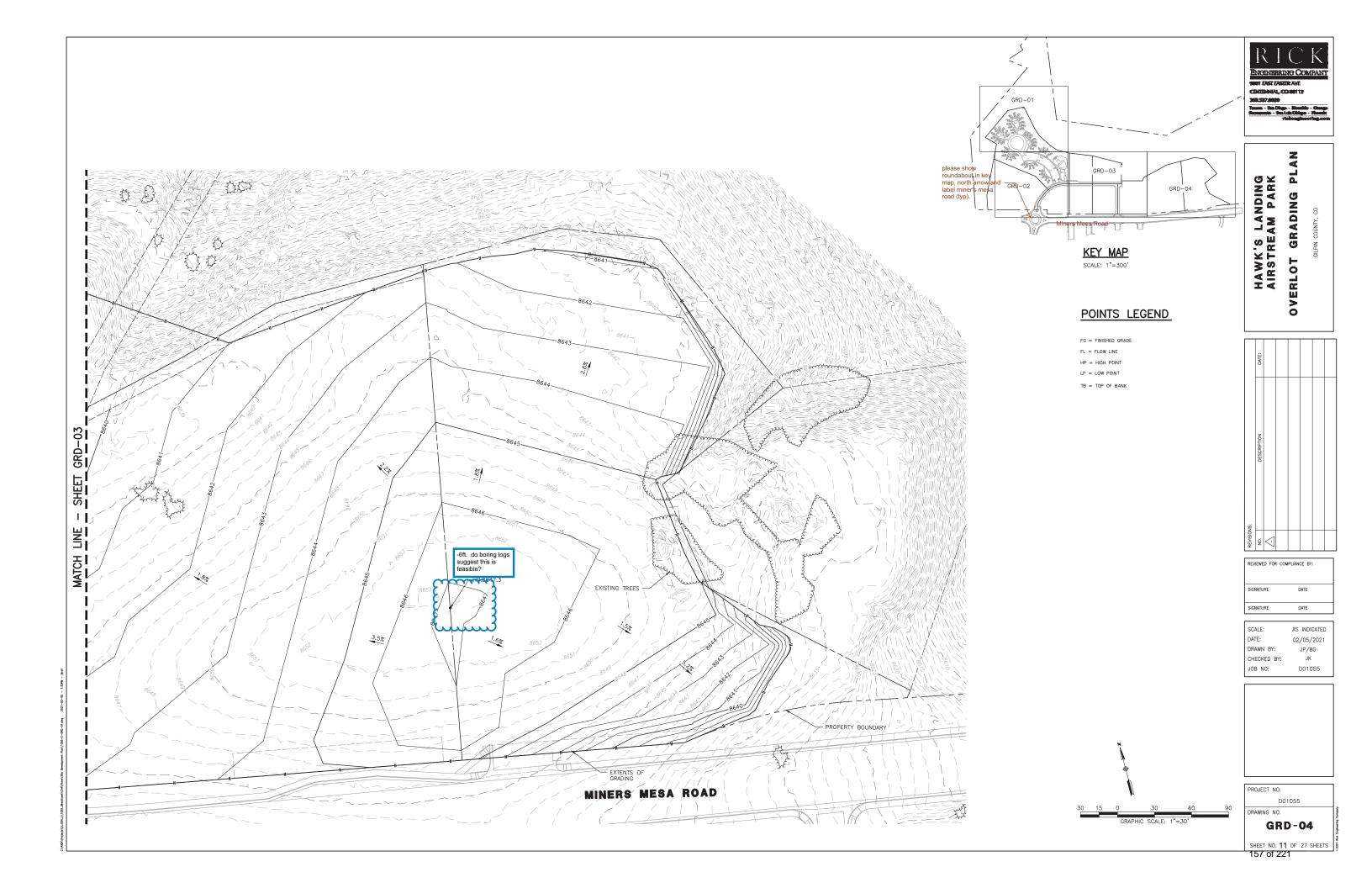


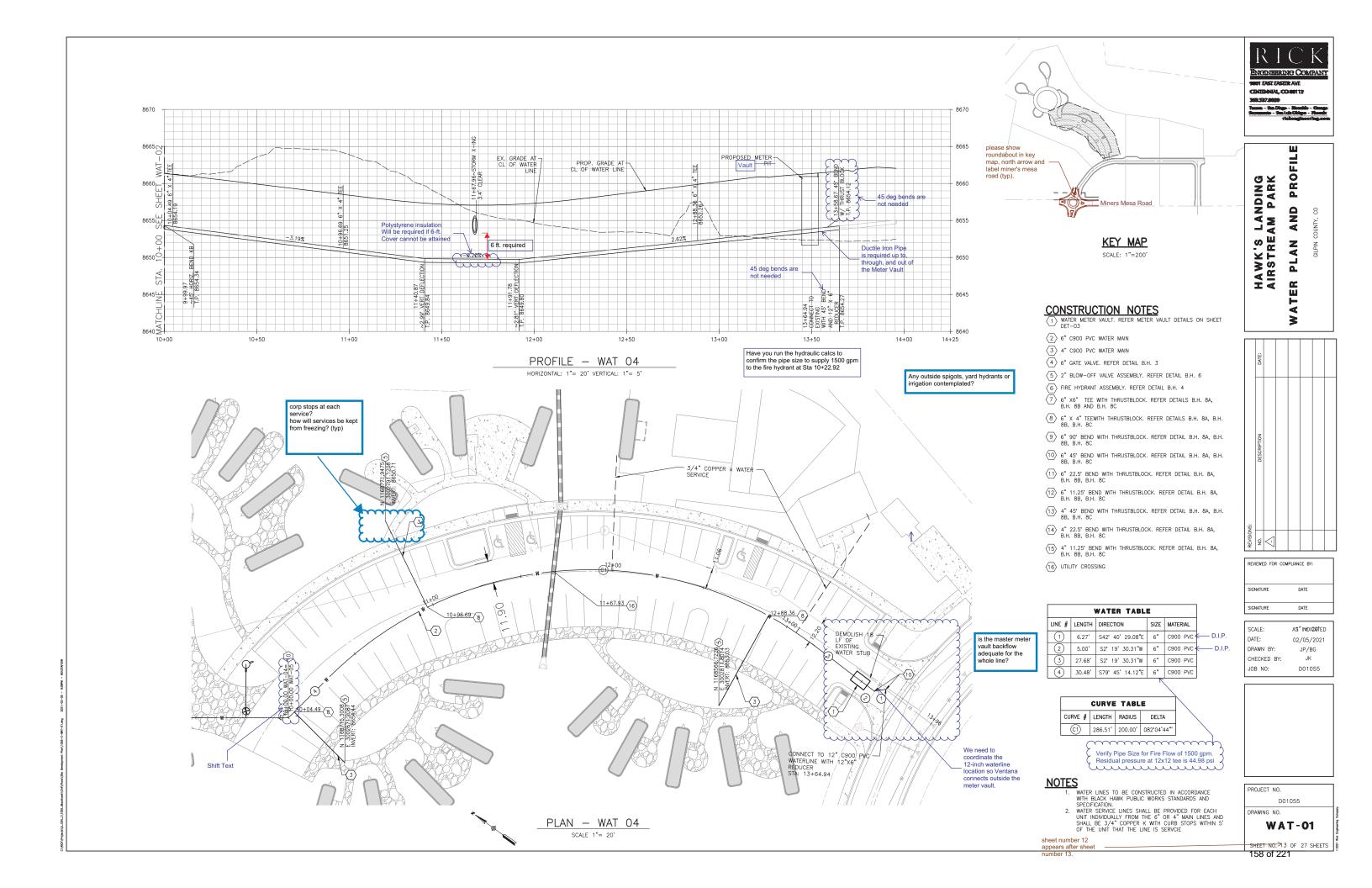


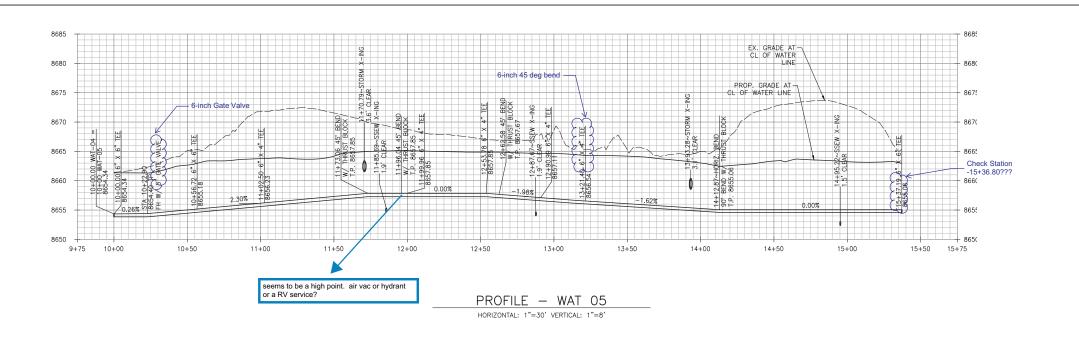


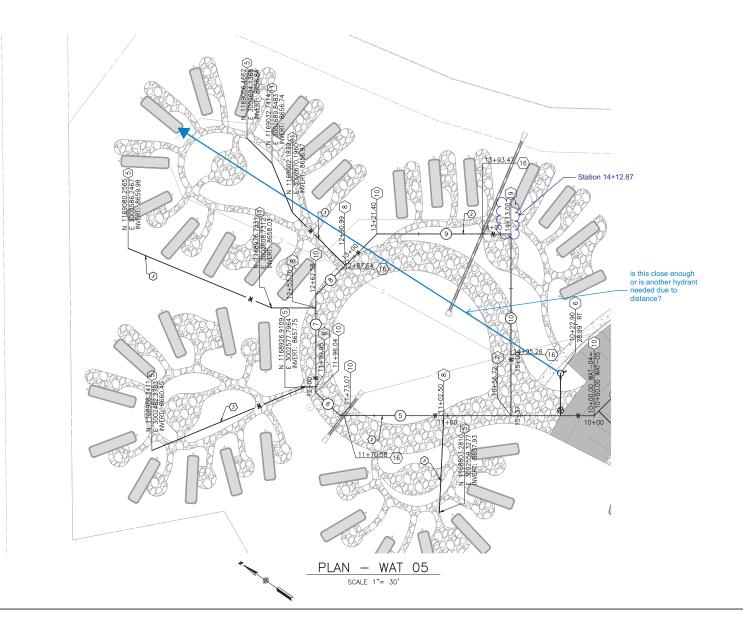


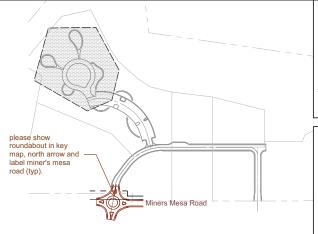












HAWK'S LANDING AIRSTREAM PARK PLAN UTILITY

#### CONSTRUCTION NOTES

KEY MAP

SCALE: 1"=200'

- $\fbox{2}$  6" C900 PVC WATER MAIN
- 3 4" C900 PVC WATER MAIN
- 4 6" GATE VALVE. REFER DETAIL B.H. 3
- 5 2" BLOW-OFF VALVE ASSEMBLY. REFER DETAIL B.H. 6
- $\fbox{6}$  FIRE HYDRANT ASSEMBLY. REFER DETAIL B.H. 4
- 7 6" X6" TEE WITH THRUSTBLOCK. REFER DETAILS B.H. 8A, B.H. 8B AND B.H. 8C
- $\begin{tabular}{lllll} \hline $\langle 8 \rangle$ & 6" X 4" TEEWITH THRUSTBLOCK. REFER DETAILS B.H. 8A, B.H. 8B, B.H. 8C \\ \hline \end{tabular}$
- $\boxed{9}$  6" 90° BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- $\overbrace{10}$  6" 45" BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- $\fbox{1}$  6" 22.5' BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- (12) 6" 11.25" BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- 4" 45' BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- $\overbrace{\rm 14}$  4" 22.5' BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- $\overleftarrow{\mbox{15}}$  4" 11.25' BEND WITH THRUSTBLOCK. REFER DETAIL B.H. 8A, B.H. 8B, B.H. 8C
- (16) UTILITY CROSSING

| WATER TABLE |        |                  |      |          |  |
|-------------|--------|------------------|------|----------|--|
| LINE #      | LENGTH | DIRECTION        | SIZE | MATERIAL |  |
| (5)         | 173.07 | S34* 45' 14.06"E | 6"   | C900 PVC |  |
| 6           | 22.97  | S8* 41' 14.50"W  | 6"   | C900 PVC |  |
| 7           | 66.54  | S55* 14' 45.94"W | 6"   | C900 PVC |  |
| 8           | 58.82  | N79° 45′ 14.06″W | 6"   | C900 PVC |  |
| 9           | 91.47  | N34° 45′ 14.06″W | 6"   | C900 PVC |  |
| (10)        | 123.93 | N55* 15' 43.55"E | 6"   | C900 PVC |  |

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#### **NOTES**

1. WATER LINES TO BE CONSTRUCTED IN ACCORDANCE WITH BLACK HAWK PUBLIC WORKS STANDARDS AND SPECIFICATION.
2. WATER SERVICE LINES SHALL BE PROVIDED FOR EACH UNIT INDIVIDUALLY FROM THE 6" OR 4" MAIN LINES AND SHALL BE 3/4". COPPER K WITH CURB STOPS WITHIN 5' OF THE UNIT THAT THE LINE IS SERVCIE

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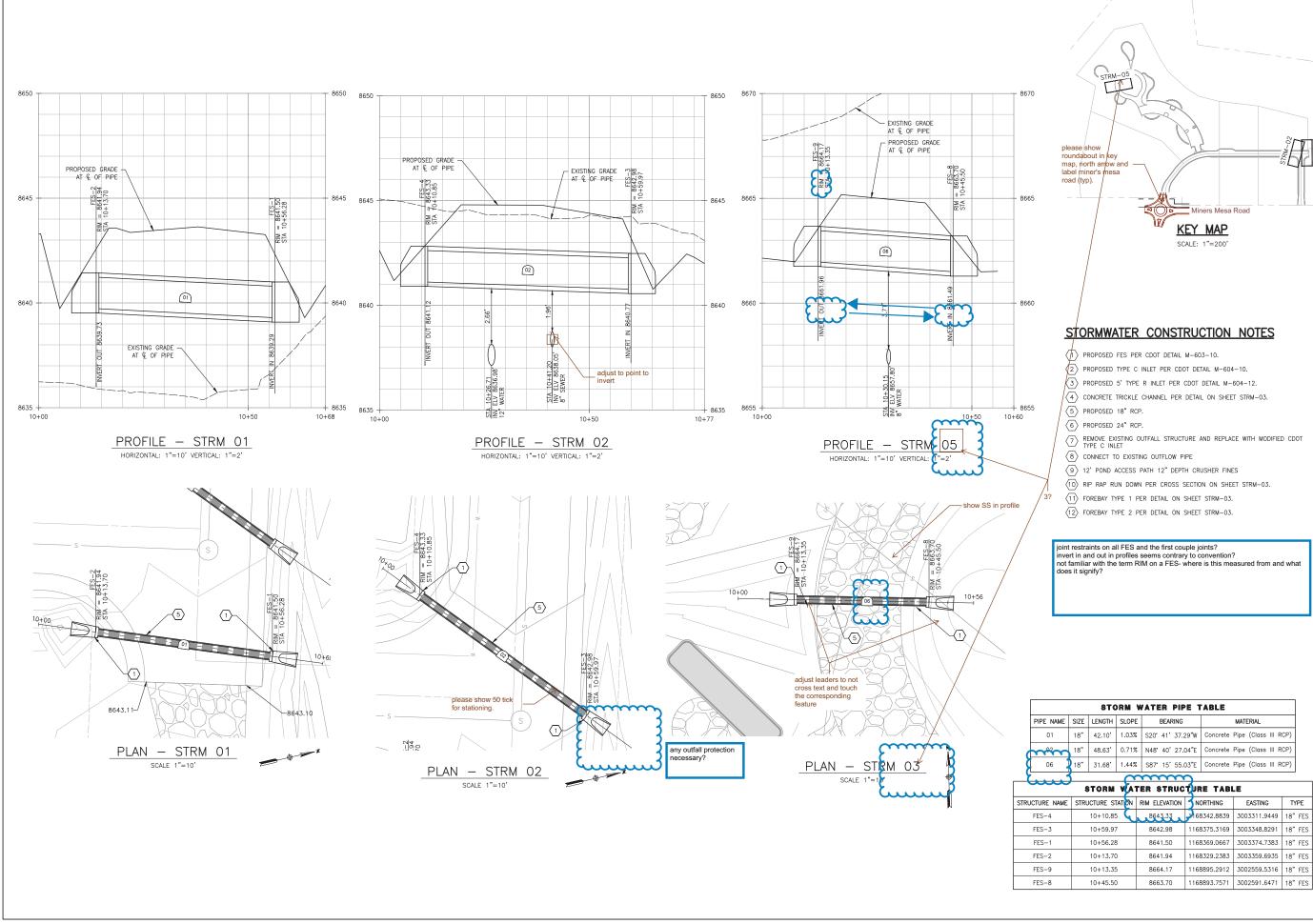
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PROJECT NO. D01055 DRAWING NO.

> WAT-02 SHEET NO. 12 OF 27 SHEETS





## PLAN LANDING AM PARK STORM HAWK'S Airstre/ PROPOSED

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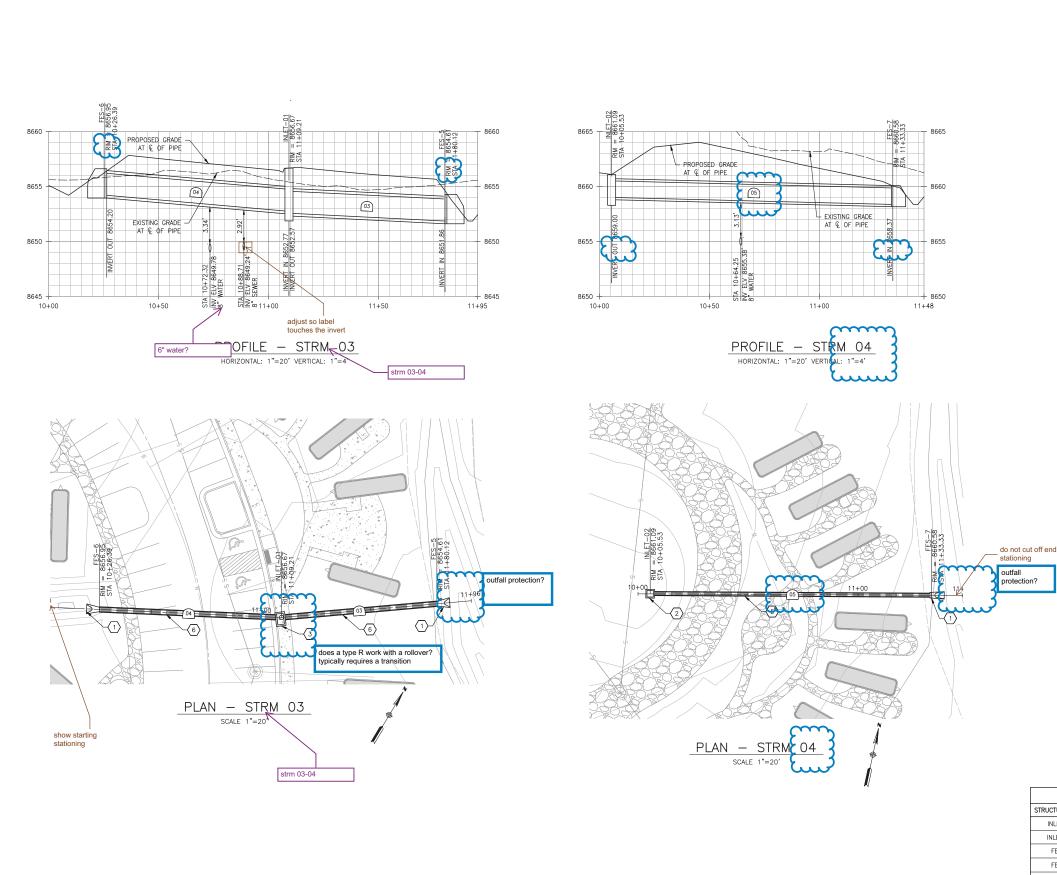
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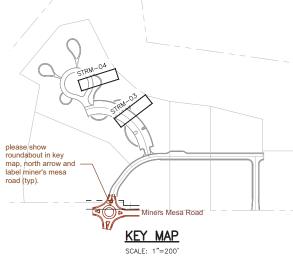
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| DRAWING | NO.    |
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SHEET NO. 14 OF 27 SHEETS 160 of 221





STORM PLAN HAWK'S LANDING AIRSTREAM PARK PROPOSED

#### STORMWATER CONSTRUCTION NOTES

- $\fbox{1}$  PROPOSED FES PER CDOT DETAIL M-603-10.
- $\fbox{2}$  PROPOSED TYPE C INLET PER CDOT DETAIL M-604-10.
- $\boxed{3}$  PROPOSED 5' TYPE R INLET PER CDOT DETAIL M-604-12.
- $\overline{\left\langle 4\right\rangle }$  concrete trickle channel per detail on sheet strm-03.
- (5) PROPOSED 18" RCP.
- $\overline{\left(6\right)}$  PROPOSED 24" RCP.
- REMOVE EXISTING OUTFALL STRUCTURE AND REPLACE WITH MODIFIED CDOT TYPE C INLET
- 8 CONNECT TO EXISTING OUTFLOW PIPE
- 9 12' POND ACCESS PATH 12" DEPTH CRUSHER FINES
- (10) RIP RAP RUN DOWN PER CROSS SECTION ON SHEET STRM-03.
- (11) FOREBAY TYPE 1 PER DETAIL ON SHEET STRM-03.
- $\langle 12 \rangle$  FOREBAY TYPE 2 PER DETAIL ON SHEET STRM-03.

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| CHECKED BY: | JK           |
| JOB NO:     | D01055       |
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|                | STORM WATER STRUCTURE TABLE |               |              |              |                |  |
|----------------|-----------------------------|---------------|--------------|--------------|----------------|--|
| STRUCTURE NAME | STRUCTURE STATION           | RIM ELEVATION | NORTHING     | EASTING      | TYPE           |  |
| INLET-01       | 11+09.21                    | 8656.67       | 1168698.5931 | 3002852.0017 | 5' CDOT TYPE R |  |
| INLET-02       | 10+05.53                    | 8661.09       | 1168875.4823 | 3002674.5775 | CDOT TYPE C    |  |
| FES-7          | 11+33.33                    | 8660.58       | 1168901.4655 | 3002799.7080 | 18" FES        |  |
| FES-6          | 10+26.39                    | 8656.95       | 1168659.1987 | 3002779.1611 | 24" FES        |  |
| FES-5          | 11+80.12                    | 8654.61       | 1168740.2465 | 3002909.3939 | 24" FES        |  |

STORM WATER PIPE TABLE

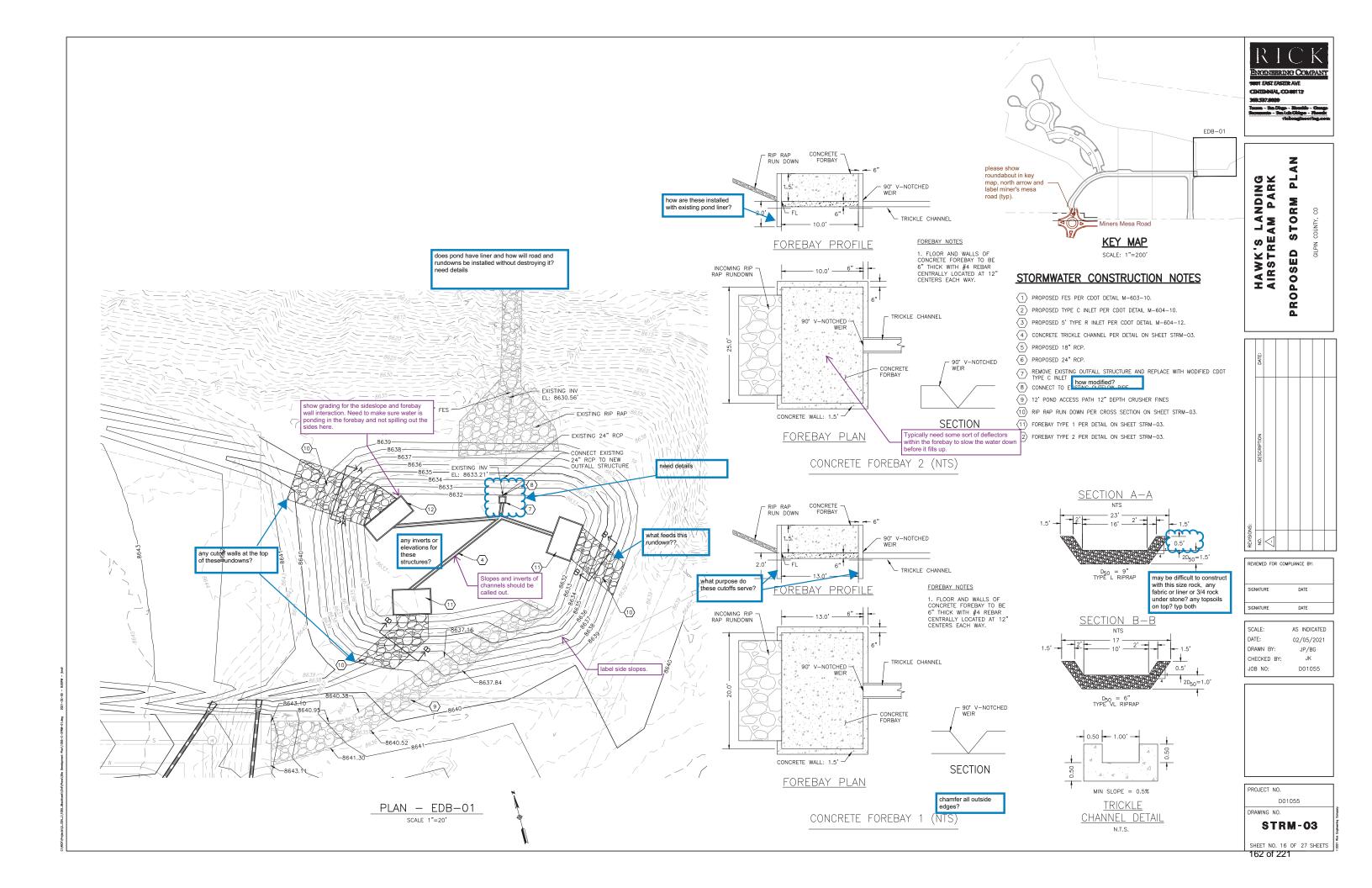
18" 126.39' 0.50% N78' 19' 26.33"E Concrete Pipe (Class III RCP)

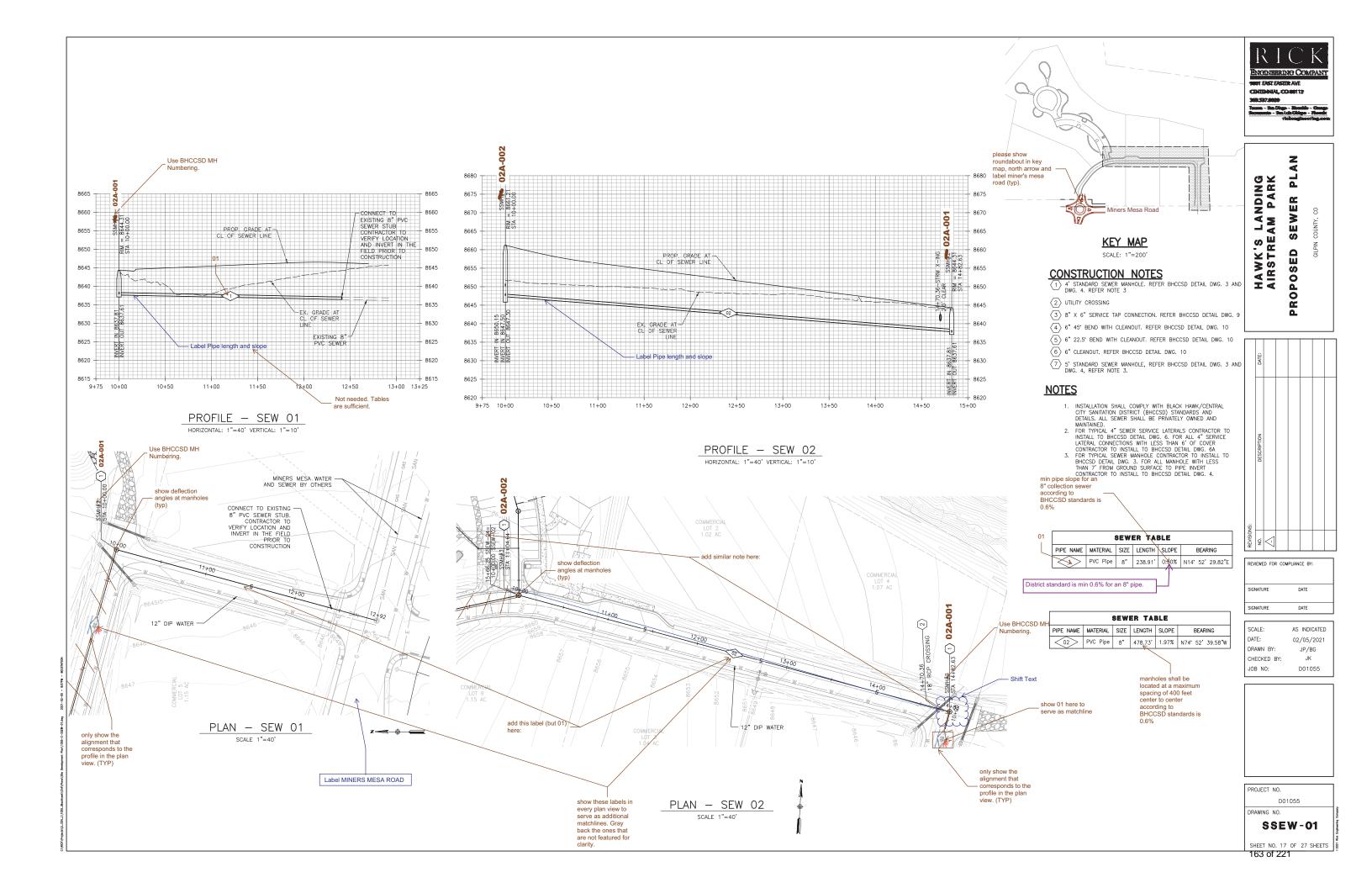
PIPE NAME SIZE LENGTH SLOPE BEARING 03 24" 68.52' 1.00% N54' 01' 44.87"E

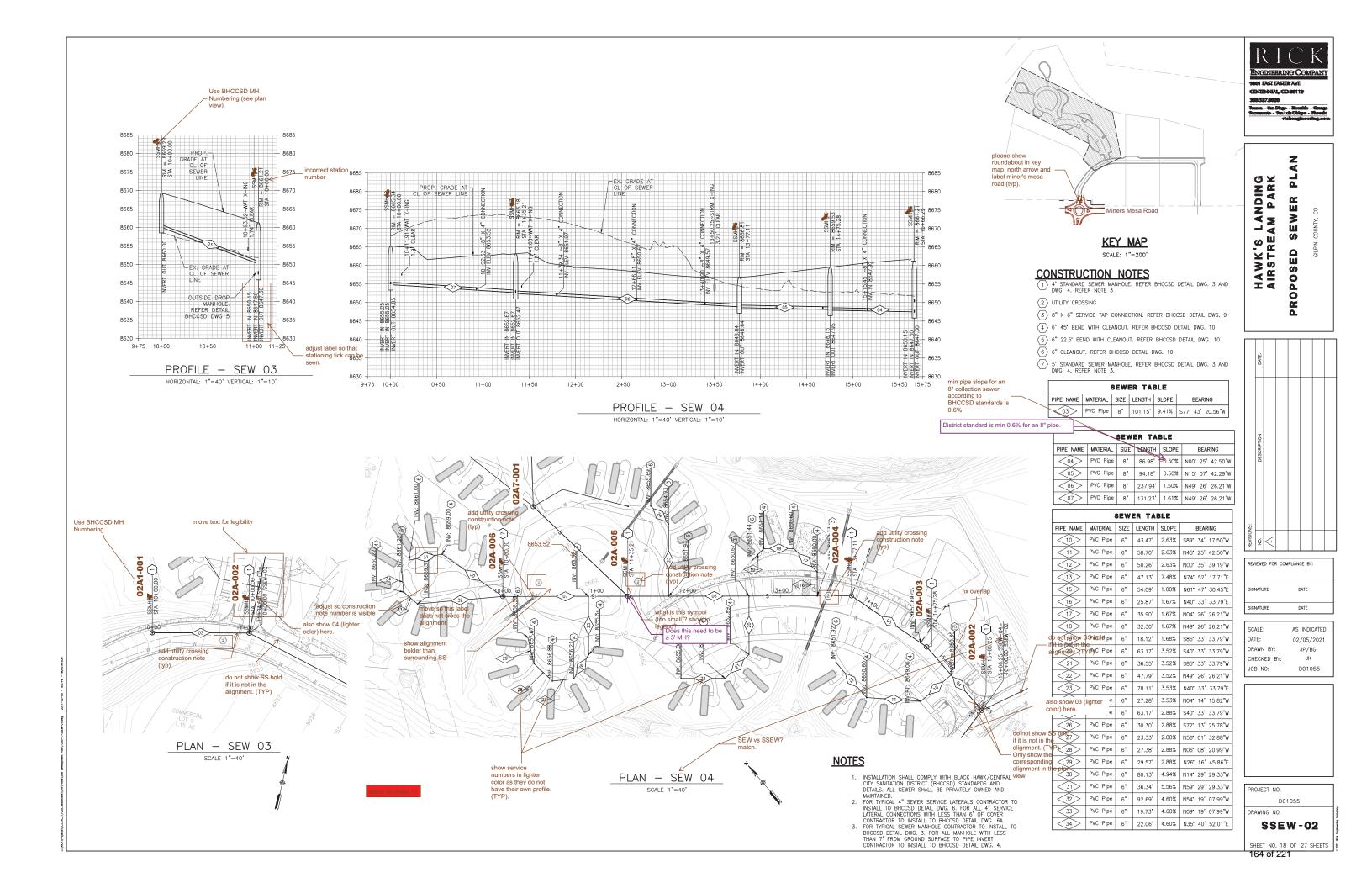
24" 80.08' 1.76% N61° 35' 40.86"E

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STRM-02 SHEET NO. 15 OF 27 SHEETS



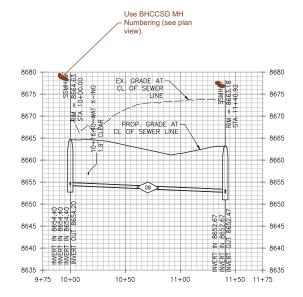




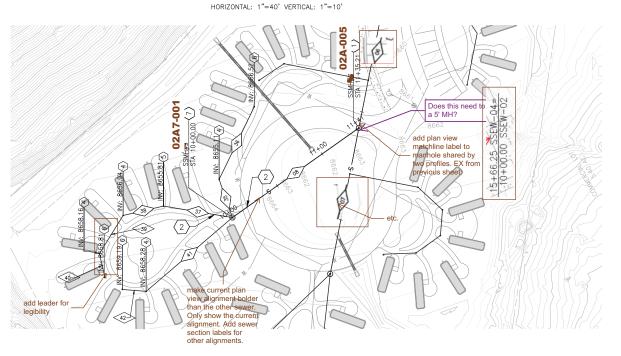
Each unit shall have a separate tap to the "main" line. None are shown on the plans. Clean outs should be provided for each unit.

All sanitary sewer lines and service lines shall have tracer tape, and with a

Tracer wire testing station a minimum of 1000ft apart (See BHCCSD Standard Details dated June 2019)

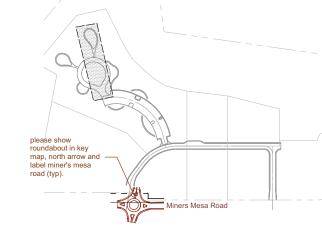


PROFILE - SEW 05



PLAN - SEW 05





KEY MAP SCALE: 1"=200'

#### **CONSTRUCTION NOTES**

- 1) 4' STANDARD SEWER MANHOLE. REFER BHCCSD DETAIL DWG. 3 AND DWG. 4. REFER NOTE 3
- 2 UTILITY CROSSING
- $\fbox{3}$  8" X 6" SERVICE TAP CONNECTION. REFER BHCCSD DETAIL DWG. 9
- 4 6" 45" BEND WITH CLEANOUT. REFER BHCCSD DETAIL DWG. 10
- 5 6" 22.5" BEND WITH CLEANOUT. REFER BHCCSD DETAIL DWG. 10
- 6 6" CLEANOUT. REFER BHCCSD DETAIL DWG. 10
- 5' STANDARD SEWER MANHOLE, REFER BHCCSD DETAIL DWG. 3 AN DWG. 4, REFER NOTE 3.

#### **NOTES**

- 1. INSTALLATION SHALL COMPLY WITH BLACK HAWK/CENTRAL CITY SANITATION DISTRICT (BHCCSD) STANDARDS AND DETAILS. ALL SEWER SHALL BE PRIVATELY OWNED AND MAINTAINED.
  2. FOR TYPICAL 4" SEWER SERVICE LATERALS CONTRACTOR TO INSTALL TO BHCCSD DETAIL DWG. 6. FOR ALL 4" SERVICE LATERAL CONNECTIONS WITH LESS THAN 6' OF COVER CONTRACTOR TO INSTALL TO BHCCSD DETAIL DWG. 6A
  3. FOR TYPICAL SEWER MANHOLE CONTRACTOR TO INSTALL TO BHCCSD DETAIL DWG. 3. FOR ALL MANHOLE WITH LESS THAN 7' FROM GROUND SURFACE TO PIPE INVERTICENTRACTOR TO INSTALL TO BHCCSD DETAIL DWG. 4.

| SEWER TABLE |          |                   |         |         |                  |
|-------------|----------|-------------------|---------|---------|------------------|
| PIPE NAME   | MATERIAL | SIZE LENGTH SLOPE |         | BEARING |                  |
| <b>O8</b>   | PVC Pipe | 8"                | 136.93' | 1.09%   | S05* 52' 31.93"E |
|             |          |                   |         |         |                  |

Check bearings. If using manhole 7 as an origin, the bearing will need to be north

| SEWER TABLE |          |      |        |       |                  |  |  |
|-------------|----------|------|--------|-------|------------------|--|--|
| PIPE NAME   | MATERIAL | SIZE | LENGTH | SLOPE | BEARING          |  |  |
| 35          | PVC Pipe | 6"   | 36.69  | 1.93% | S79° 45' 14.06"E |  |  |
| 36>         | PVC Pipe | 6"   | 73.42' | 1.92% | S34° 45′ 14.06″E |  |  |
| 37>         | PVC Pipe | 6"   | 63.52  | 2.21% | N38° 52' 37.47"E |  |  |
| 38>         | PVC Pipe | 6"   | 37.68' | 3.00% | N16° 22' 37.47"E |  |  |
| 39>         | PVC Pipe | 6"   | 40.82' | 3.00% | N28° 37' 22.53"W |  |  |
| 40>         | PVC Pipe | 6"   | 21.92' | 3.00% | N73* 37' 22.53"W |  |  |
| 41>         | PVC Pipe | 6"   | 103.29 | 4.11% | N11° 06' 23.25"W |  |  |
| 42>         | PVC Pipe | 6"   | 21.71' | 4.24% | N34* 01' 20.42"E |  |  |

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> PLAN HAWK'S LANDING AIRSTREAM PARK SEWER PROPOSED

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|-----------------------|---------|-------------|-------|
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| DRAWN BY:   | JP/BG        |
| CHECKED BY: | JK           |
| JOB NO:     | D01055       |

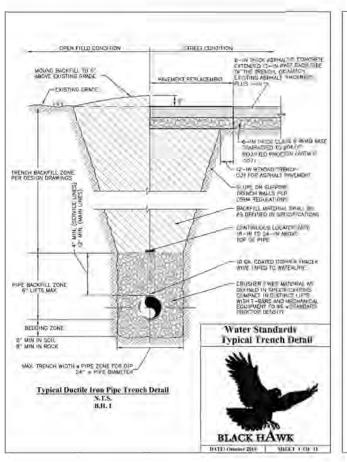
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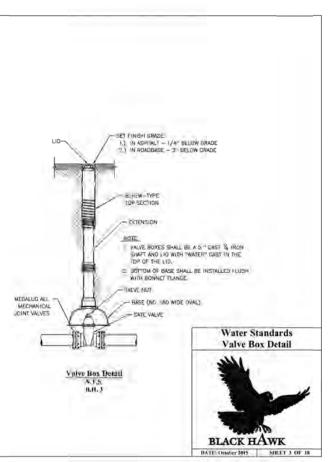
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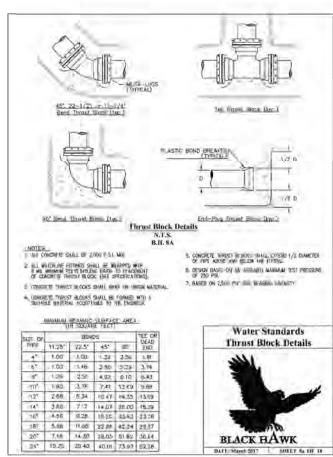
SHEET NO. 19 OF 27 SHEETS

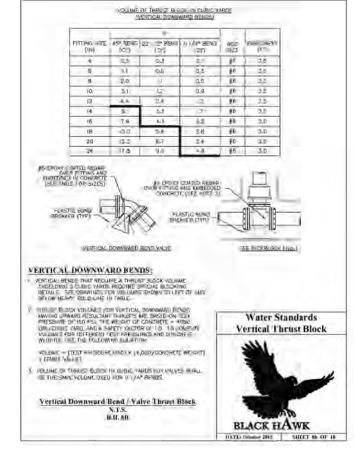
165 of 221

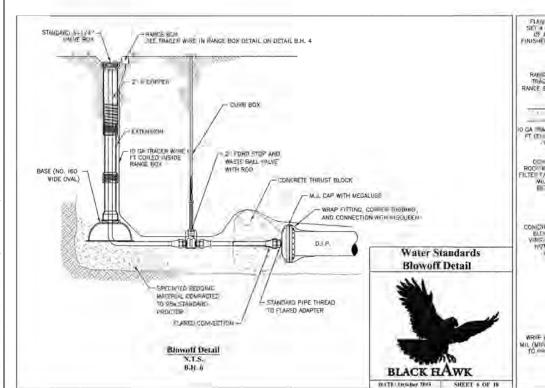
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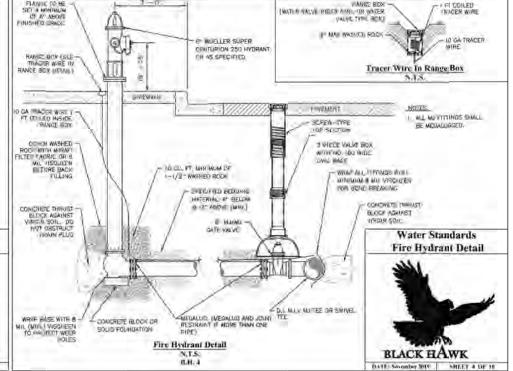


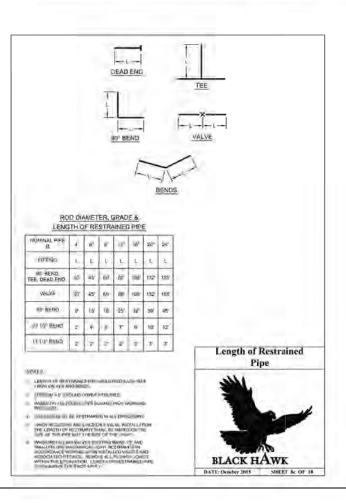












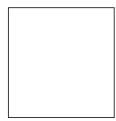


HAWK'S LANDING AIRSTREAM PARK DETAILS



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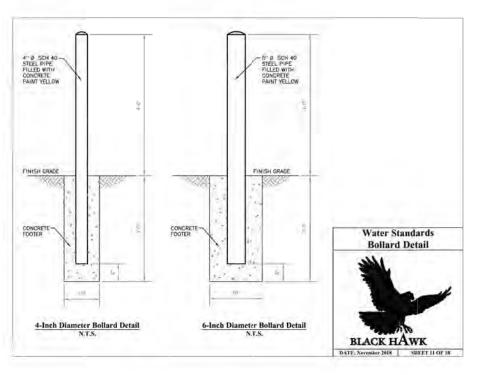
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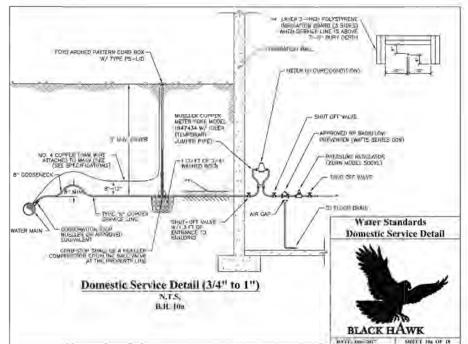


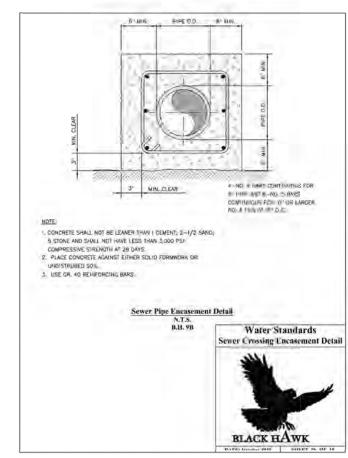
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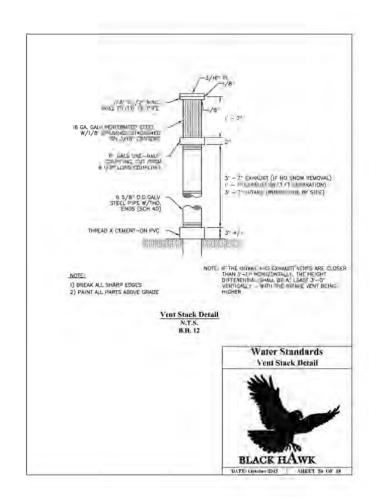
DET 01

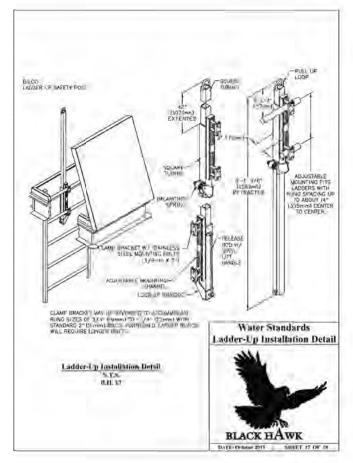
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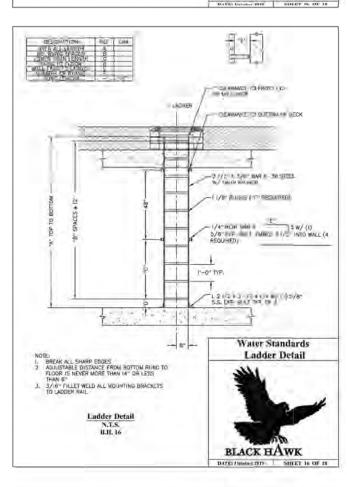


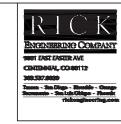




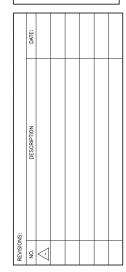








HAWK'S LANDING AIRSTREAM PARK DETAILS



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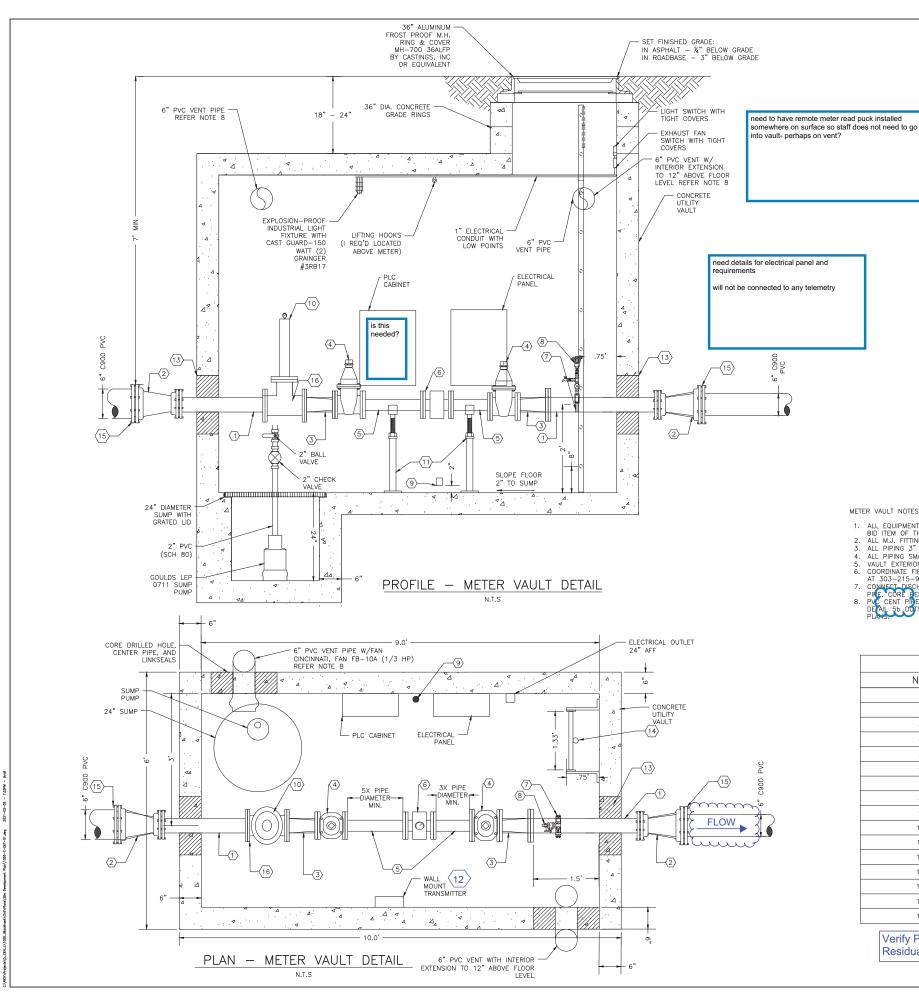
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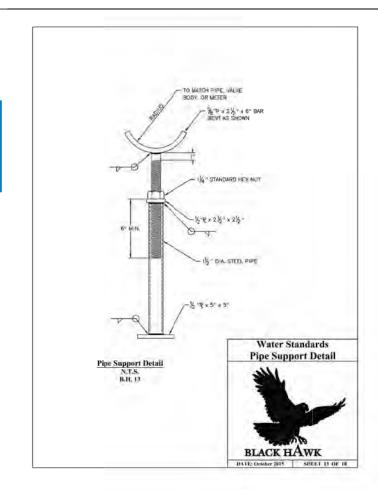
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DET 02

167 of 221

SHEET NO. 21 OF 27 SHEETS





#### METER VAULT NOTES:

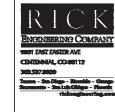
- 1. ALL EQUIPMENT, VALVES, AND FITTINGS SHOWN IN THIS DETAIL ARE TO BE INCLUDED IN APPROPRIATE BID ITEM OF THE PROPOSAL.
  2. ALL M.J. FITTINGS SHALL BE MEGALUGGED
  3. ALL PIPING 3" AND LARGER SHALL BE DUCTILE IRON TO ANSI/AWWA C111/A21/11
  4. ALL PIPING SMALLER THAN 3" SHALL BE SCHEDULE 40 STEEL
  5. VAULT EXTRENOR SHALL BE COATED WITH COAL TAR EPOXY PAINT.
  6. COORDINATE FIBER OPTIC CONNECTION WITH CITY OF BLACK HAWK SCAPA INTEGRATOR CONTACT LSI AT 303-215-9950
- AI 303-215-9950

  CONNECT DISCHARGE PIPE FROM SUMP PUMP TO NEAREST SEWER MH. MIN. 7'COVER ON DISCHARGE PIPE. CORE SENETRATION THROUGH VAULT WALL AND SEAL WITH TWO LINK SEALS.

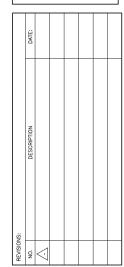
| 8. | PVC CENT  | PIBE  | SHALL  | TERM | IINATE | ABOVE  | GROUN   | NI C   | ACCORD# | NCE | WITH  | CITY    | OF  | BLACK | HAWK | (  |
|----|-----------|-------|--------|------|--------|--------|---------|--------|---------|-----|-------|---------|-----|-------|------|----|
|    | DE AIL 5b | OUTSI | IDE OF | THE  | ROADV  | VAY AN | D PEDES | STRIAN | N PATHS | AT  | THE I | _OCATIO | ONS | SHOWN | ON   | TH |
|    |           |       |        |      |        |        |         |        |         |     |       |         |     |       |      |    |

|     | METER VAULT EQU              | IPMENT SCHEDULE | FLG. X P.E.                |
|-----|------------------------------|-----------------|----------------------------|
| NO. | DESCRIPTION                  | SIZE            | REMARKS                    |
| 1   | DIP SPOOL                    | 4"              | FLG. X FLG.                |
| 2   | 6" X 4" REDUCER              | 6" X 4"         | MJ W/MEGALUG X MJ          |
| 3   | 4" X 3" REDUCER              | 4" X 3"         | FLG. X FLG.                |
| 4   | GATE VALVE                   | Specify Size    | FLG. X FLG.                |
| 5   | DIP SPOOL                    | 3"              | FLG. X FLG.                |
| 6   | MAGNETIC FLOW METER          | 3"              | ROSEMOUNT 8750W            |
| 7   | 2-BAND SADDLE                |                 | WITH 1" TAP                |
| 8   | IN-LINE PRESSURE TRANSMITTER |                 | ROSEMOUNT 3051             |
| 9   | WATER ON FLOOR ALARM         |                 | GEMS LS-270                |
| 10  | VERTICAL SURGE ARRESTOR      | 4"              | PRECISION PUMBING PRODUCTS |
| 11  | PIPE SUPPORT                 |                 | SEE DETAIL-2 REQUIRED      |
| 12  | WALL MOUNT TRANSMITTER       |                 | ROSEMOUNT 8712             |
| 13  | LINK SEAL                    |                 | 2 REQUIRED AT EACH CORE    |
| 14  | LADDER UP - SAFETY POST      |                 | BILCO MODEL LU-1           |
| 15  | MEGALUGS                     |                 |                            |
| 16  | TEE                          | 4" X 4"         | FLG. X FLG.                |

Verify Pipe Size for Fire Flow of 1500 gpm. Residual pressure at 12x12 tee is 44.98 psi



HAWK'S LANDING AIRSTREAM PARK DETAILS



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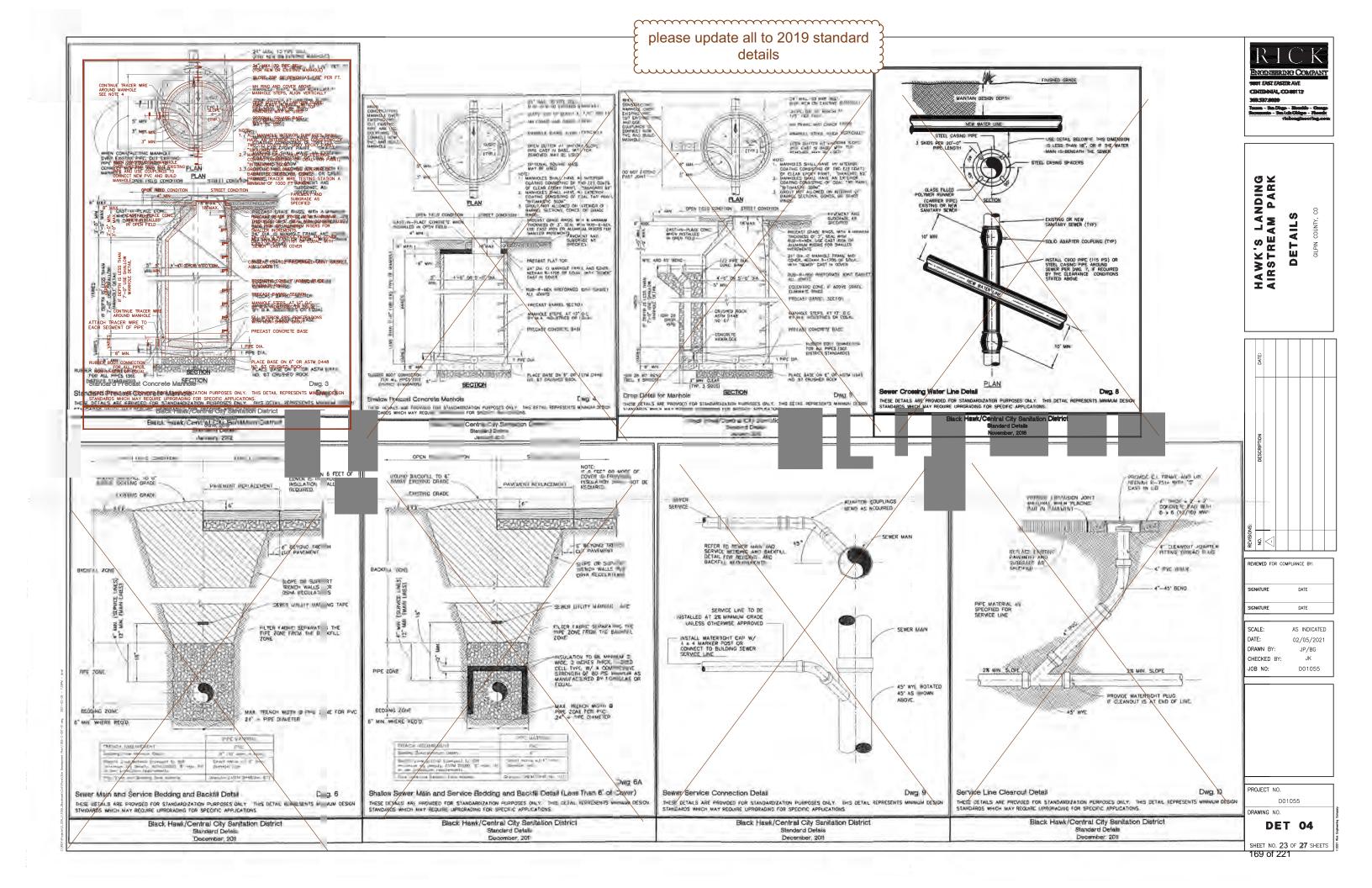
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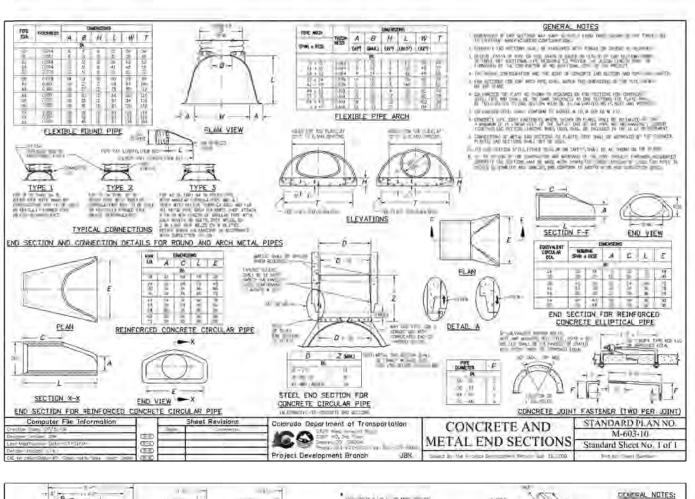
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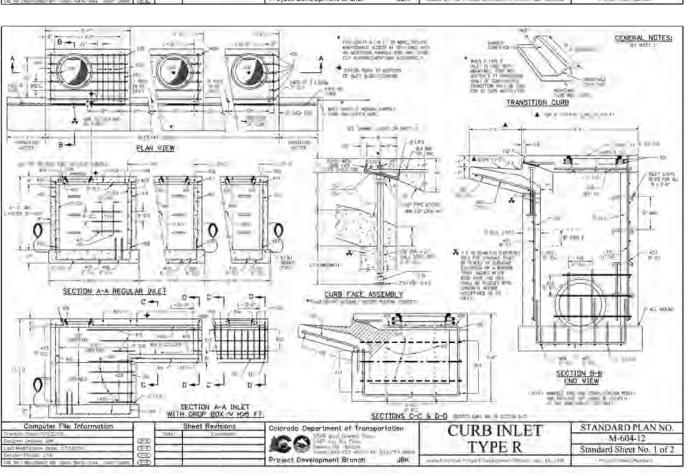
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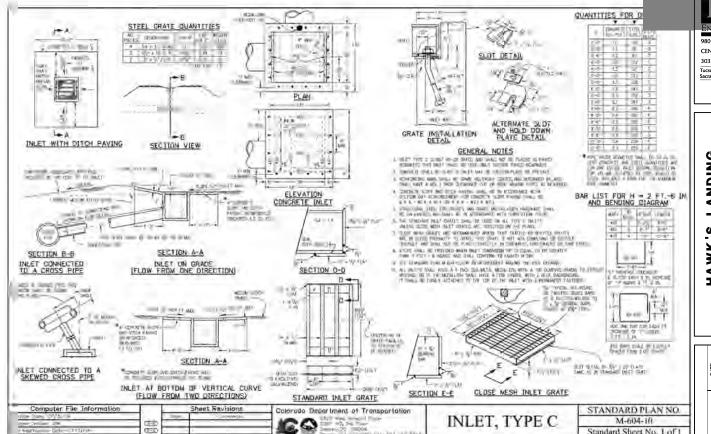
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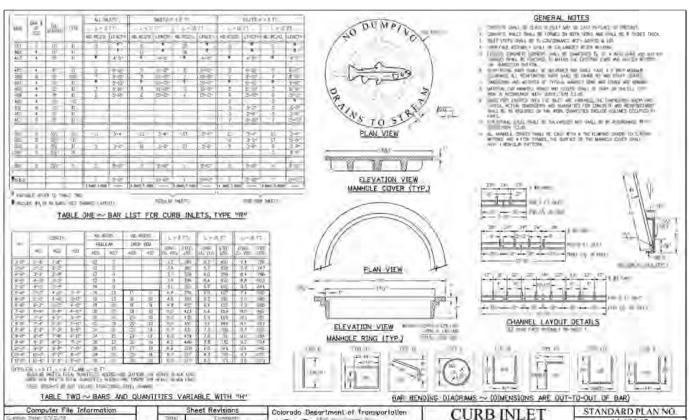
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Project Development Branch

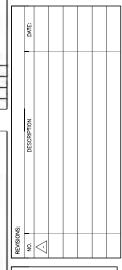
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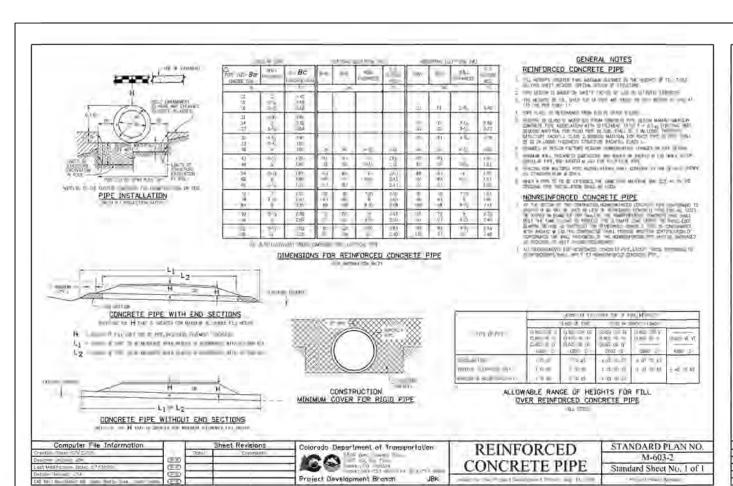
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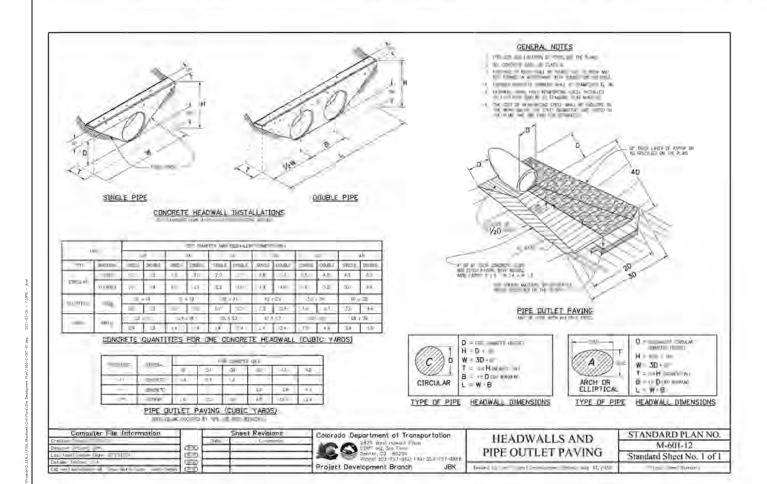
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#### CURB RAMP GENERAL NOTES:

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Computer File Information

Colorado Department of Transportation

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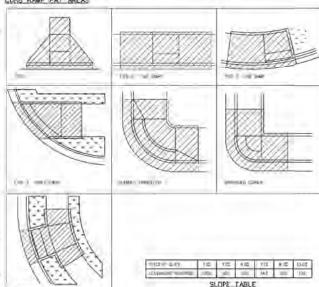
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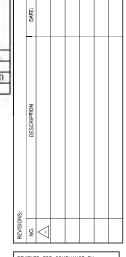
#### CURB RAMP PAY AREAS



STANDARD PLAN NO. CURB RAMPS M-608-1 Standard Sheet No. 1 of 10 NODERRING COMPANY

801 **EAST EASTER AVE** CENTENNIAL, CO 40112 303 537 4000

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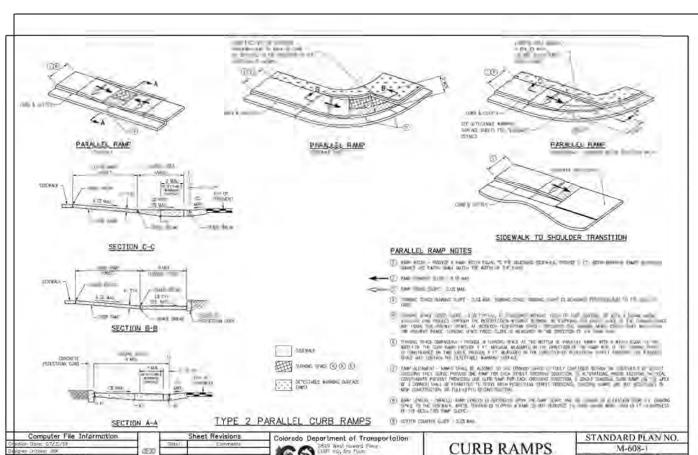
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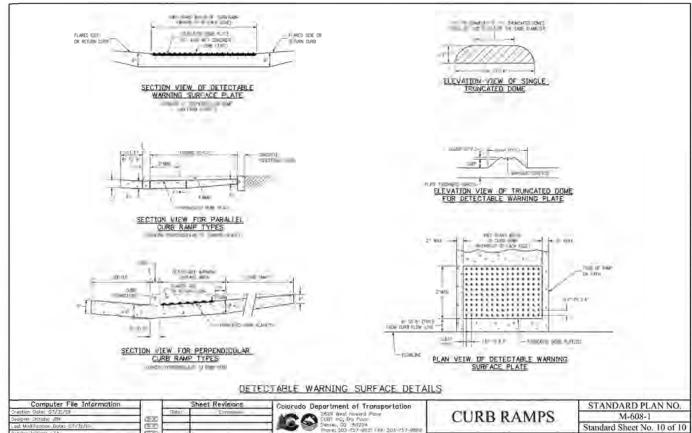
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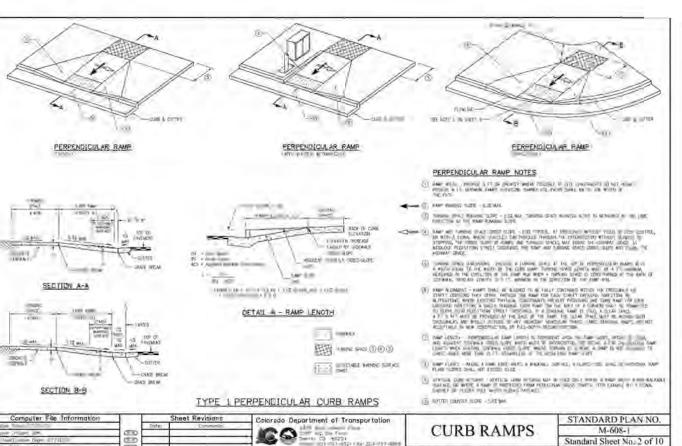
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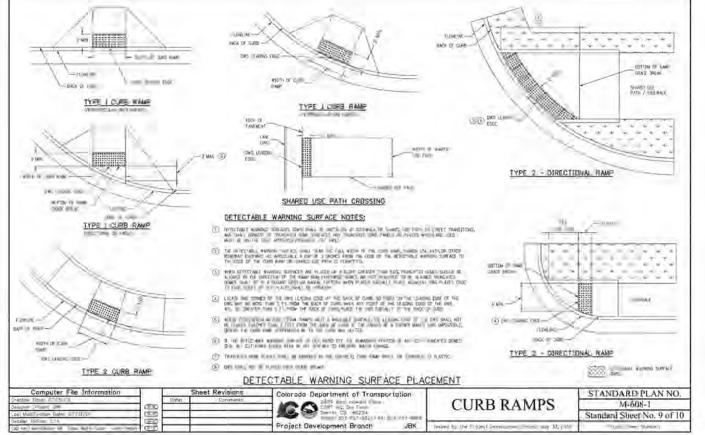




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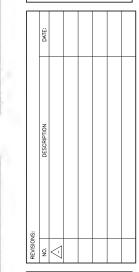
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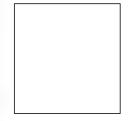


HAWK'S LANDING AIRSTREAM PARK DETAILS





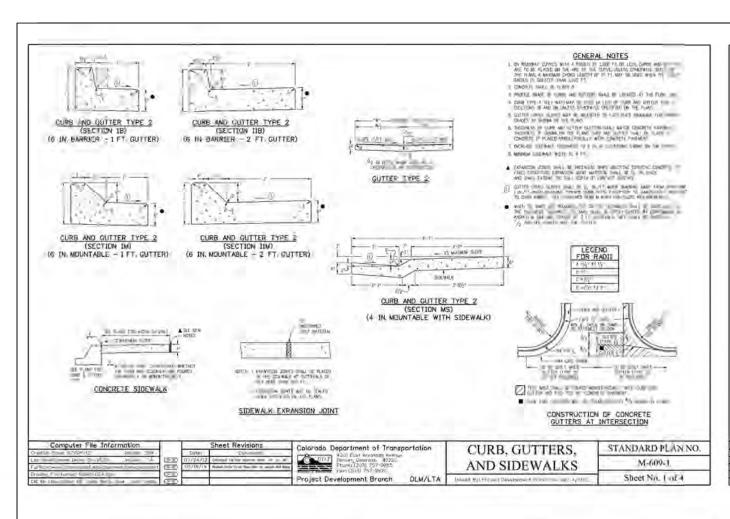
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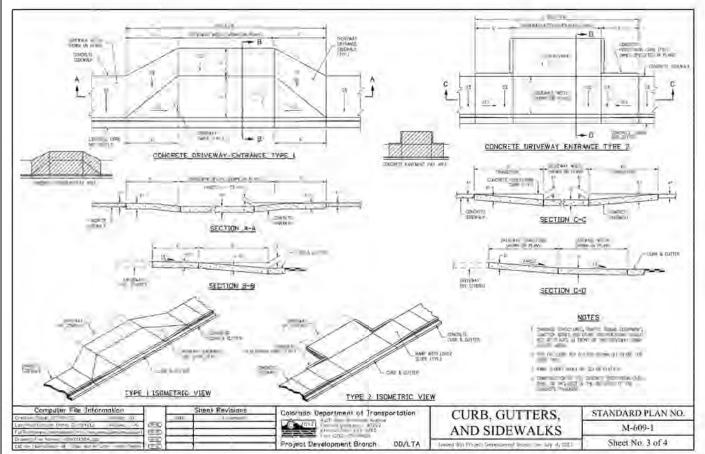


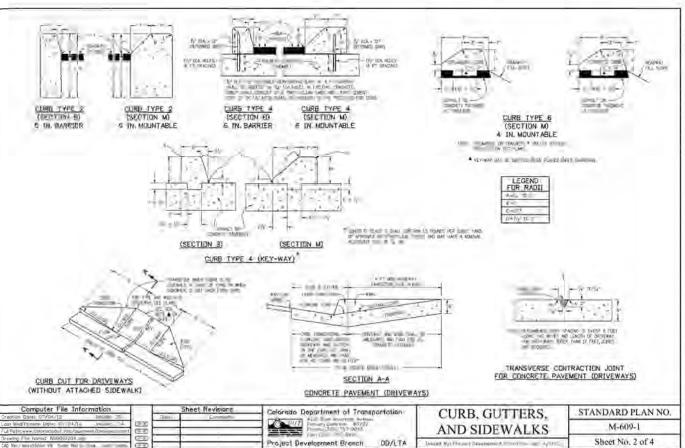
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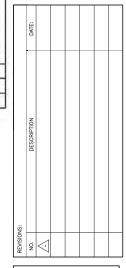








HAWK'S LANDING AIRSTREAM PARK **DETAIL** 



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#### GRADING, EROSION, AND SEDIMENT CONTROL PLANS FOR BLACK HAWK PARK

LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4, LOCATED IN NORTH HALF OF SECTION 18. AND THE SOUTHWEST QUARTER OF SECTION 7 BOTH BEING WITHIN TOWNSHIP 3 SOUTH, RANGE 72 WEST 6TH P,M. CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

# 303.537.8020

#### **OWNER:**

CLUB VISTA PROPERTIES II, LLC CONTACT: DARWIN HORAN

#### **DEVELOPER:**

VENTANA CAPITAL, INC. 9801 E. EASTER AVE. CENTENNIAL, CO 80112 PHONE: 303.340.7006

CONTACT: BRYAN HORAN

#### **ENGINEER:**

RICK ENGINEERING COMPANY 9801 E. EASTER AVE. CENTENNIAL, CO 80112 PHONE: 303.537.8020

CONTACT: ROBERT FITCH

#### **SURVEYOR:**

RICK ENGINEERING COMPANY 5690 WEBSTER ST. PHONE: 303 423 6036

CONTACT: BOB HENNESSY

#### **AGENCY:**

CITY OF BLACK HAWK 211 CHURCH STREET, BLACK HAWK CO 80422 PHONE: 303.582.0615

CONTACT: CYNTHIA LINKER

consider updating the plat references to the soon to be approved BH Park Plat

SHEET LIST TABLE

SHEET TITLE

COVER SHEET

INITIAL GESC

INTERIM GESC

FINAL GESC DETAILS 01

DETAILS 02

SHEET NUMBER

04

05

#### **PROJECT NARRATIVE:**

THE PROJECT CONSISTS OF THE SUBDIVISION OF LOT 1, BLOCKT, OF MINERS MESA SUBDIVISION FILING NO. 4 INTO 9 LOTS AND 1 TRACT. THE SCOPE OF WORK TO BE COMPLETED INCLUDES OVERLOT GRADING FOR THE 9 LOTS, PRIVATE ACCESS ROADWAY IMPROVEMENTS AND DRIVEWAY ACCESS POINTS FROM MINERS MESA ROAD, SHARED PRIVATE DRAINAGE AND SEWER INFRASTRUCTURE IMPROVEMENTS, AND PUBLIC WATER INFRASTRUCTURE.

THE PROPERTY IS ZONED COMMERCIAL/BUSINESS SERVICES (C/BS) AND HAS AN APPROVED SPECIAL REVIEW USE (SRU) FOR RECREATIONAL CAMPGROUND AND INDOOR SHOOTING FACILITIES. THE PROPOSED USES FOR THE SITE WILL BE CONSISTENT WITH THE ZONING REQUIREMENTS AND WILL INCLUDE USES SUCH

AN AIRSTREAM PARK DEVELOPMENT WITH AMENITIES INCLUDING:

-A CARETAKERS CHECK-IN BUILDING

-AIRSTREAM BAR
DISTILLERY FACILITIES INCLUDING TASTING ROOMS

#### STANDARDS AND SPECIFICATIONS

- BLACK HAWK AND CENTRAL CITY WATER AND SANITATION DISTRICT STANDARDS AND DETAILS
- CITY OF BLACK HAWK AND GIPLIN COUNTY ROADWAY DESIGN AND CONSTRUCTION STANDARDS
- MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2009)
- URBAN STORM DRAINAGE CRITERIA MANUAL VOLUMES 1, 2, & 3 (2016)

 CITY OF BLACK HAWK ZONING ORDINANCE
THE CONTRACTOR SHALL ALERT THE OWNER AND ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND THE STANDARDS AND SPECIFICATIONS USED ABOVE.



#### LOCATION MAP

#### **ABBREVIATION**

| AIR RELEASE VALVE                     | ARV  |
|---------------------------------------|------|
| BEGIN CURVE                           | BC   |
| BLOW OFF VALVE                        | BOV  |
| BEGIN VERTICAL CURVE STATION          | BVCS |
| BEGINNING OF VERTICAL CURVE ELEVATION | BVCE |
| CENTERLINE                            | CL   |
| CLEANOUT                              | co   |
| ELECTRIC BOX                          | EB   |
| END CURVE                             | EC   |
| END VERTICAL CURVE STATION            | EVCS |
| END VERTICAL CURVE ELEVATION          | EVCE |
| EXISTING GRADE                        | EG   |
| FINISHED GRADE                        | FG   |
| FINISHED SURFACE                      | FS   |
| FINISH FLOOR                          | FF   |
| FLOW LINE                             | FL   |
| GARAGE FLOOR FRONT                    | GFF  |
| GARAGE FLOOR BACK                     | GFB  |
| GRADE BREAK                           | GB   |
| HIGH POINT                            | HP   |
| INVERT                                | INV  |
| IRRIGATION CONTROL VALVE              | ICV  |
| LOW POINT                             | LP   |
| POINT OF CURB RETURN                  | PCR  |
| POINT OF VERTICAL CURVE INTERSECTION  | PVI  |
| PROPERTY LINE                         | PL   |
| PUBLIC UTILITY EASEMENT               | PUE  |
| PULL BOX                              | PB   |
| RIGHT-OF-WAY                          | ROW  |
| THRUST BLOCK                          | TB   |
| TOP OF CURB                           | TC   |
| TOP OF FOOTING                        | TF   |
| TOP OF GRATE                          | TG   |
| TOP OF WALL                           | TW   |
| WATER METER                           | WM   |

| LEGEND                                 |         |         |
|----------------------------------------|---------|---------|
|                                        |         |         |
| PROPERTY LINE                          |         |         |
| SWALE<br>EXIST STORM DRAIN             |         |         |
| PROPOSED STORM DRAIN                   |         |         |
| EXIST CONTOURS                         |         |         |
| PROPOSED CONTOURS                      |         |         |
| AREA OUTSIDE OF LIMITS OF CONSTRUCTION |         |         |
| ASPHALT                                |         |         |
| ROCK SOCK                              | (CHRES) | RS      |
| INLET PROTECTION                       |         | (IP)    |
| SILT FENCE                             | ××      | SF      |
| LIMITS OF CONSTRUCTION                 |         | LOC     |
| STABILIZED STAGING AREA                |         | SSA     |
| EROSION CONTROL BLANKET                |         | ECB     |
| CONCRETE WASHOUT AREA                  |         | CWA     |
| VEHICLE TRACKING CONTROL               |         | VIC     |
| SEDIMENT BASIN                         |         | SB      |
| REINFORCED ROCK BERM                   |         | RRB     |
| SEEDING AND MULCHING                   |         | (TS/PS) |
| SURFACE ROUGHENING                     |         | SR      |
| CULVERT INLET PROTECTION               | (SBBBB) | CIP     |

### SITE BENCHMARK & BASIS OF BEARING:

CONTROL POINT 1: VERTICAL DATUM IS BASED IPON NAVD88 OPUS/GEOID18, GPS STATIC OBSERVATION. NORTHING: 1168024.49'

EASTING: 3003217.42' ELEVATION: 8647.75'

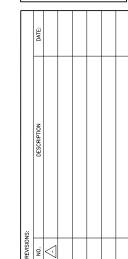
CP 1 IS A 1.5" ALUMINUM CAP STAMPED: "CP A". IT CAN BE FOUND AT THE LANDSCAPING AREA JUST WEST OF THE MAIN ENTRANCE TO THE CITY OF BLACK HAWK MAINTENANCE OFFICE PARKING LOT. IT IS APPROXIMATELY 1.6' TO THE TOP BACK OF CURVE AND 9.4' WESTERLY TO THE POINT OF CURVATURE AND BEING 0.2' BELOW GRADE.

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ASSUMED TO BEAR N 89'07"38" W, A DISTANCE OF 3180.53 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS.

-THE NORTH QUARTER CORNER OF SECTION 18 BEING FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 12/29/92.

-THE NORTHWEST CORNER OF SECTION 18 BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 6/27/01.

SHEET PARK HAWK COVER ACK GESC ם



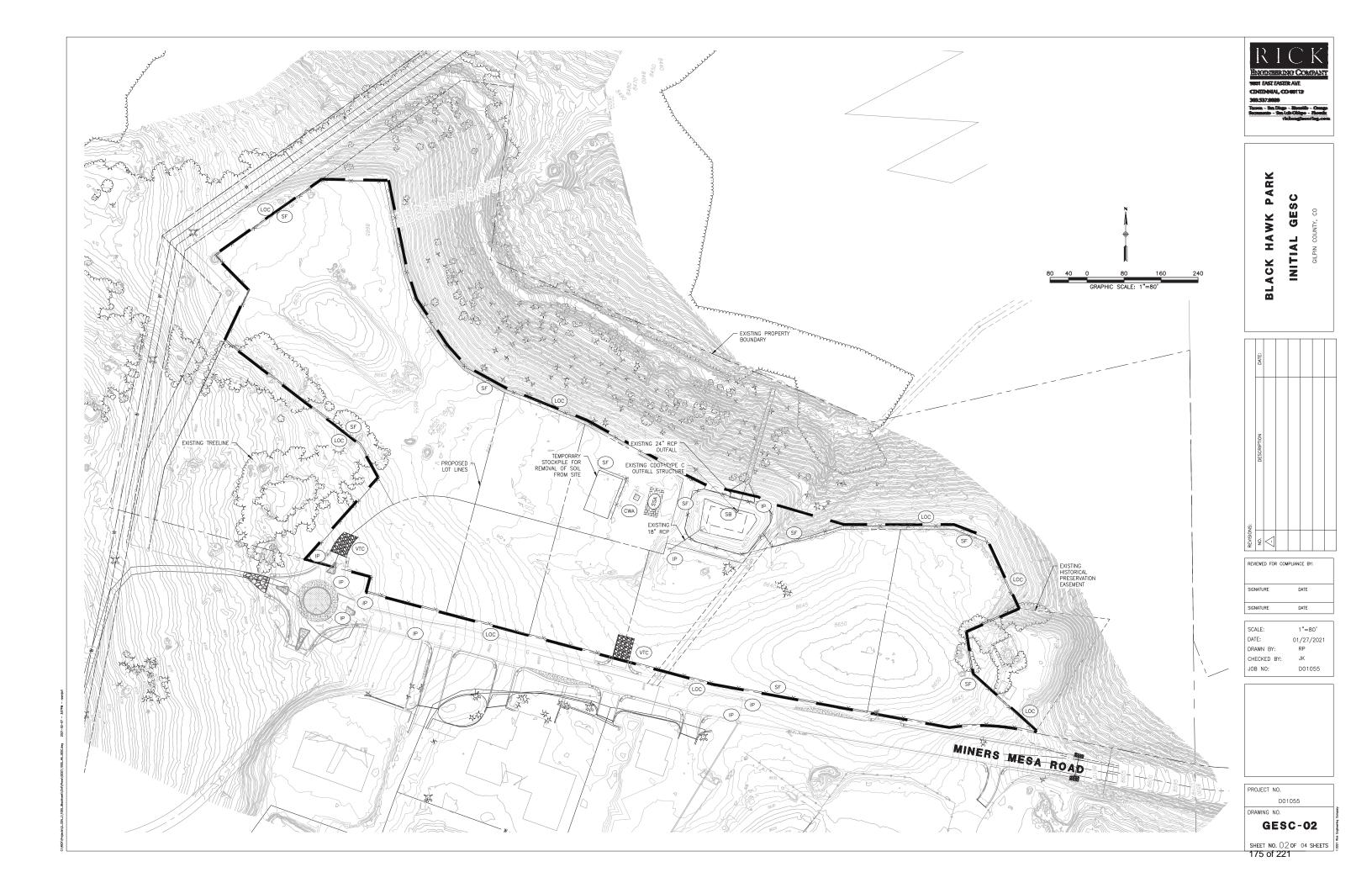
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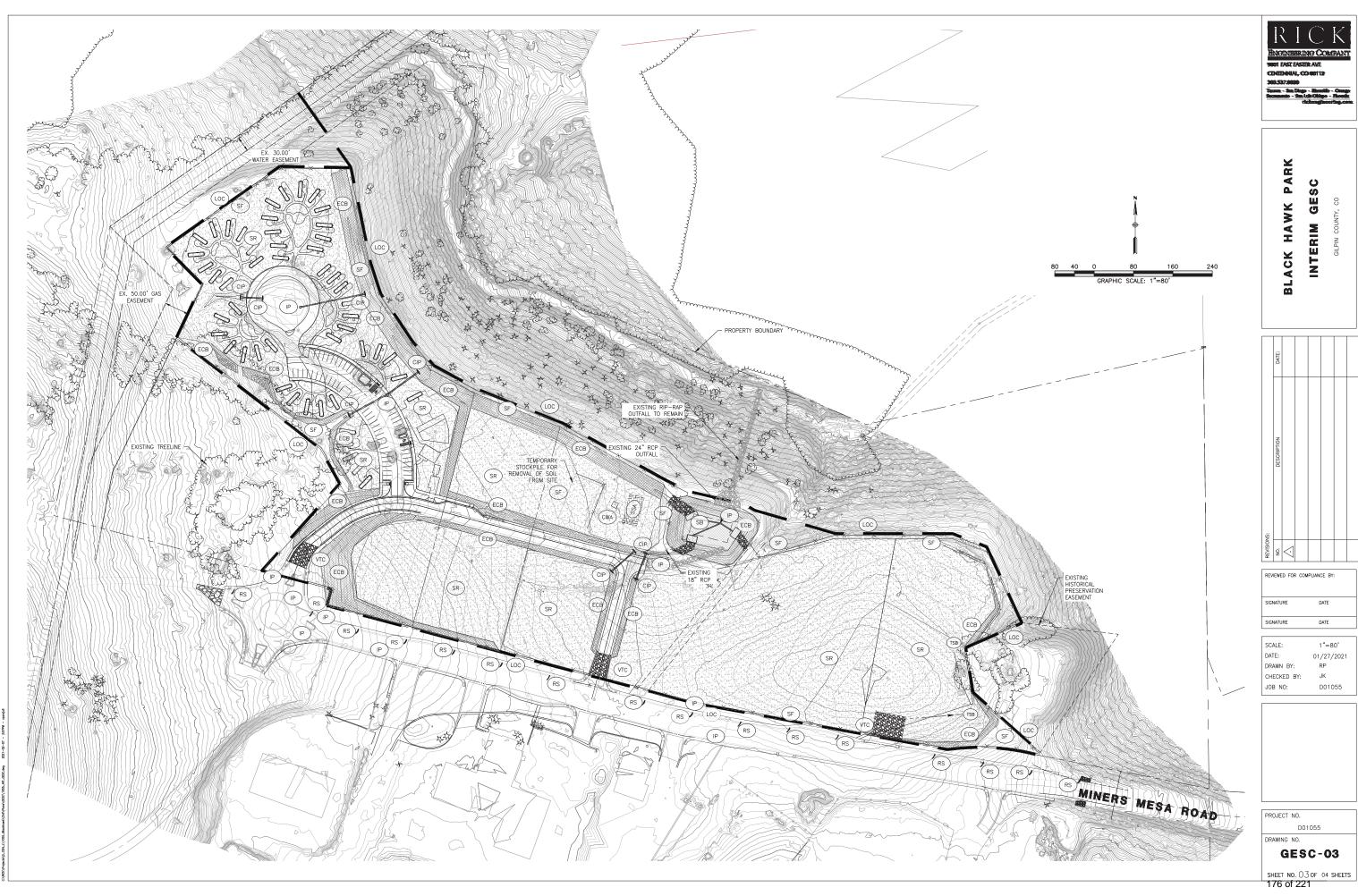
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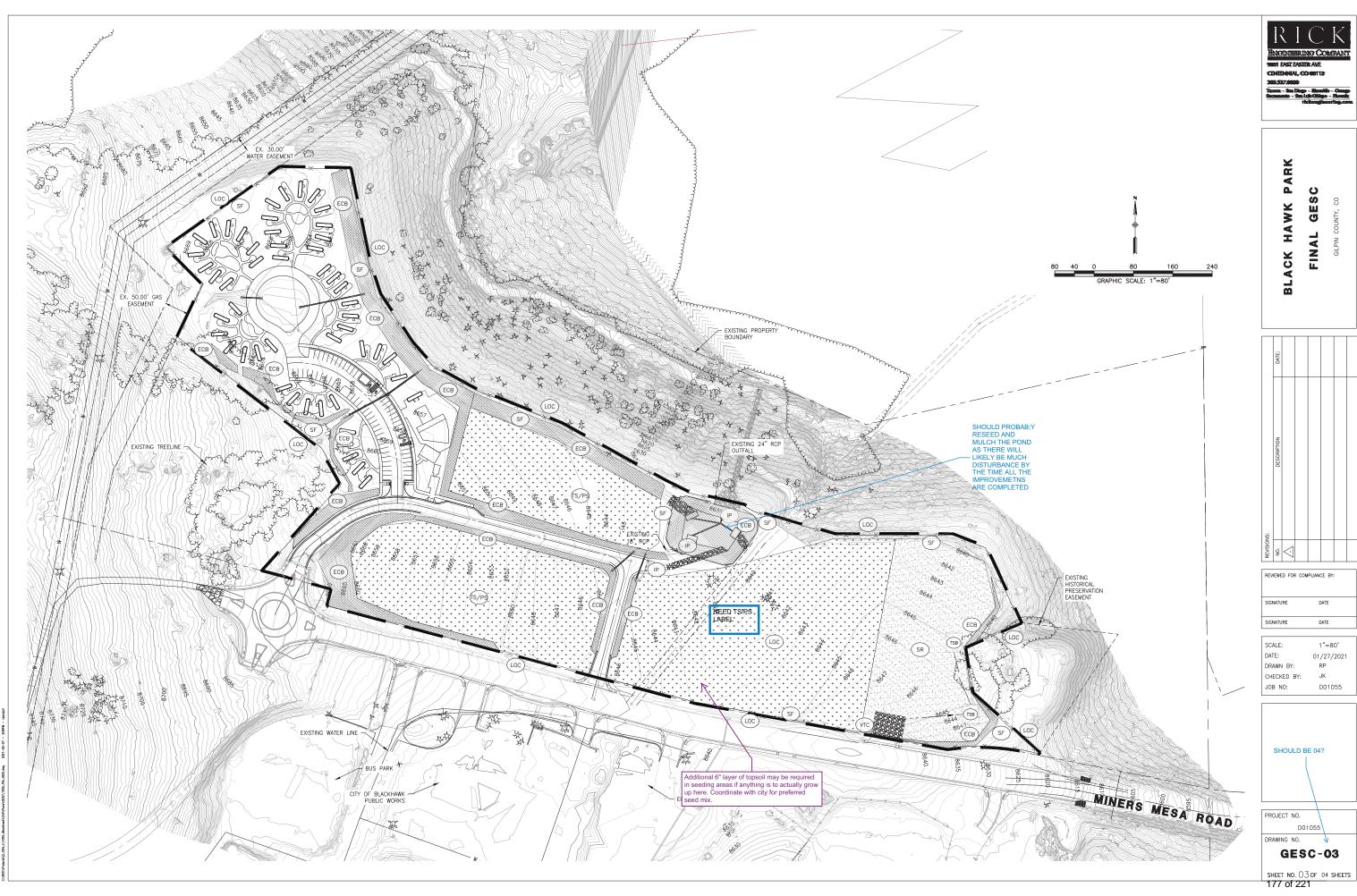


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SHEET NO. 01 OF 04 SHEETS









Rolled Erosion Control Products (RECP)

E. B

10 X X 34 p- 9 km 10

SVEKLARRING JOINS

Staging Area (SSA)

STABILITY STATES WERE A TALLATION HORES

STABILITY - STACKS AREA MANDAMANT - SOUTH

SSA-1 STABILIZED STAGING AREA

TO SEE SHAM WENTED THE PROPERTY OF THE PROPERT

Z STARE TO THAT I IN SCHOOL IS APPROXIME OF NO MEDIS OF THE STITE THEN TO STARE OF PERIODIC CONSTRUCTION

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Urban Storm Drainage Criteria Manual Volume 3

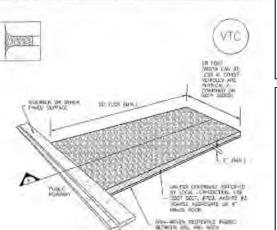
3 STACHILE WILL SHOUL BE TRADUCED FROM ITS OTHER OPERATIONS ON THE SITE. 4 THE CHILLED STICKS WITH 1991 DIVEST OF A WINNIN S. THEN CRANULAR SM-6

9M46

Stabilized Staging Area (SSA)

SINGUEL SINGUE - WILLIAM GUEY

Vehicle Tracking Control (VTC)



COLORS FOR THE PLANT OF THE PROPERTY OF THE PR INSTALL FROM FLUOR WITH NON-WOVEN CHATTERING SECTION A

VTC-1 AGGREGATE VEHICLE TRACKING CONTROL

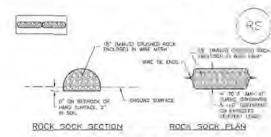
Lithm Storm Drainage Criteria Manual Volume 3

Urban Drainage and Flood Control Distric Urban Storm Drainage Criteria Manual Volume 3

Inlet Protection (IP)

SC-5

Rock Sock (RS)



Chapanon Table

ROCK SOCK JOINTING HE G ROCK SOP INSIBLATION ICTES

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5. SOME MEMORALIES MAY ALOW THE MISE OF THE PER AS AN ALTERNATIVE TO WAS MESH FOR THE MOOD DISCUSSION. RS-1 ROCK SOCK PERIMETER CONTROL

RS-2

Urban Uramage and Vloed Control District Urban Storm Districts Criteria Manual Volume 3

801 EAST EASTER AV CENTENNIAL CO SUITE 303.537.0020

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PARK 5 S DETAIL HAWK CK ESC ₹ 님 

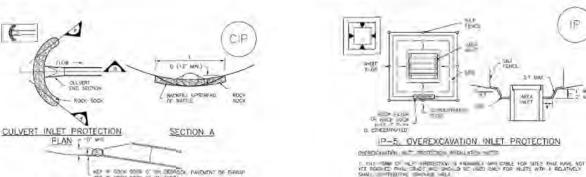
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SHEET NO 05 OF 04 SHEETS



SSA-3

SC-6

SC-6

MEY # CO'K SO'M O' ON STOROGO PAYORINT OF BRIDE KET N HOCK SOOK IT ON SWITH SECTION B DIP-1: GULVERT INLET PROTECTION

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Inlet Protection (IP)

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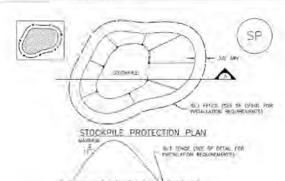
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SECTION A

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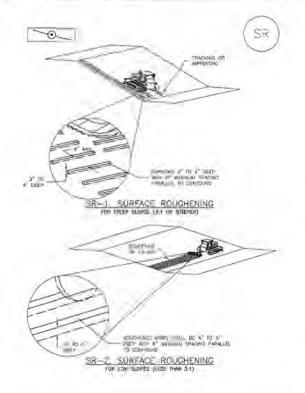
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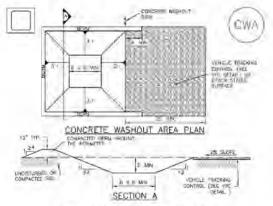
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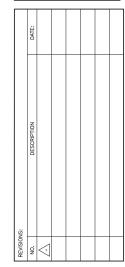
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Coordinate with the City to get preferred seed mix.



BLACK HAWK PARK GESC DETAILS 02



REVIEWED FOR COMPLIANCE BY:

SIGNATURE DATE

SIGNATURE DATE

SCALE: AS NOTED
DATE: 01/27/2021
DRAWN BY: RP
CHECKED BY: JK
JOB NO: D01055

PROJECT NO.

DRAWING NO.

GESC-06

SHEET NO 05 OF 04 SHEETS



















## CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

**SUBJECT:** Site Development Plan and Certificate of Architectural Compatibility for Hawk's Landing Airstream campground.

(Continued from March 17, 2021)

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

**MOTION TO APPROVE** Resolution No. 9-2021, a Resolution approving the Site Development Plan and Certificate of Architectural Compatibility for the Development of an Airstream RV Campground located on Lot 1, Black Hawk Park Subdivision.

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On behalf of the property owner (Club Vista Properties II, LLC), Dalton Horan of Ventana Capital Inc. and Jason Krall of Rick Engineering have applied for the review and approval of a Site Development Plan and Certificate of Architectural Compatibility for the Hawk's Landing Airstream campground proposed at 990 Miners Mesa Road. The proposed development includes 50 permanent Airstream trailers, a check-in building, a storage shed, an Airstream bar, and associated campsite amenities.

Baseline staff presented this item, and the public hearing was opened and closed at the March 17, 2021, City Council meeting. That presentation included a number of required revisions to the SDP/COAC plans and reports. A complete second submittal (including required revisions) is expected from the applicant on March 19, 2021. Once received, staff will evaluate the submittal and provide an update to City Council if any additional conditions are warranted. Included herein are some new renderings from the applicant that better portray the proposed development.

| AGENDA DATE:                           | March 24, 202                  | 21                               |
|----------------------------------------|--------------------------------|----------------------------------|
| WORKSHOP DATE:                         | N/A                            |                                  |
| <b>FUNDING SOURCE:</b>                 | N/A                            |                                  |
| <b>DEPARTMENT DIRECTOR APPROVAL:</b>   | [ X ]Yes                       | [ ]No                            |
| STAFF PERSON RESPONSIBLE:              | Cynthia L. Lin<br>CP&D Directo |                                  |
| <b>DOCUMENTS ATTACHED:</b>             | Resolution 9-2<br>Updated COA  | 2021 & Exhibit A<br>C Renderings |
| RECORD:                                | [ ]Yes                         | [ X ]No                          |
| Cobh Certificate of Insurance required | [ ]Yes                         | [ X ]No                          |

## **CITY ATTORNEY REVIEW:**

**SUBMITTED BY:** 

Cymeric Y. Timber

Cynthia L. Linker, CP&D Director

/ 1 /

Vincent Harris, AICP, Baseline Corporation

[ ]Yes [ X ]N/A

**REVIEWED BY:** 

Stephen N. Cole, City Manager

RESOLUTION 16-2021 A RESOLUTION **APPROVING THE AGREEMENT** REGARDING COST SHARING FOR WATER AND SANITARY SEWER LINE CONSTRUCTION BETWEEN THE CITY OF BLACK HAWK AND **ANDRIANAKOS** LIMITED LIABILITY COMPANY

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

## Resolution No. 16-2021

TITLE: A RESOLUTION APPROVING THE AGREEMENT REGARDING COST SHARING FOR WATER AND SANITARY SEWER LINE CONSTRUCTION BETWEEN THE CITY OF BLACK HAWK AND ANDRIANAKOS LIMITED LIABILITY COMPANY

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

<u>Section 1.</u> The City Council hereby approves the Agreement Regarding Cost Sharing for Water and Sanitary Sewer Line Construction between the City and Andrianakos Limited Liability Company, attached hereto as **Exhibit A**, and authorizes the Mayor to sign the Agreement on behalf of the City.

RESOLVED AND PASSED this 24th day of March, 2021.

|                                     | David D. Spellman, Mayor |
|-------------------------------------|--------------------------|
| ATTEST:                             |                          |
| Melissa A. Greiner, CMC, City Clerk |                          |

## CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

**SUBJECT:** Approval of the Agreement between the City of Black Hawk and Andrianakos Limited Liability Company.

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

**MOTION TO APPROVE** Resolution 16-2021, A Resolution Approving the agreement regarding cost sharing for water and sanitary sewer line construction between the City of Black Hawk and the Andrianakos Limited Liability Company.

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Andrianakos Limited Liability Company agrees to pay a portion of the construction costs of a new waterline from Bobtail Road to a connection point adjacent to the property owned by Andrianakos not to exceed \$366,492.00, in exchange for the City of Black Hawk agreeing to provide a 4-inch water tap or four (4) 2-inch water taps for the future development of the property.

March 24, 2021

FUNDING SOURCE:

305-3101-4317571
Capital Projects Fund

STAFF PERSON RESPONSIBLE:
Stephen N. Cole, City Manager

DOCUMENTS ATTACHED:
Agreement

RECORD: [X]Yes []No

COBH CERTIFICATE OF INSURANCE REQUIRED []Yes [X]No

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

SUBMITTED BY:

Stephen N. Cole, City Manager

Styphen N. Col

**AGENDA DATE:** 

## AGREEMENTREGARDING COST SHARING FOR WATER AND SANITARY SEWER LINE CONSTRUCTION

This Agreement (the "Agreement") is effective on the date of the final signature (the "Effective Date") by and between the City of Black Hawk, Colorado (the "City") and Andrianakos Limited Liability Company ("Andrianakos").

## RECITALS

- A. The City accepted construction bids for the construction of a new waterline and sanitary sewer line from Bobtail Road to a connection point adjacent to property owned by Andrianakos (the "**Project**"), attached hereto as **Exhibit A**, and incorporated herein by this reference (the "**Property**"). The construction of the sanitary sewer line is not part of this Agreement. The cost of installing the water line to the Property is Four Hundred Sixty-Eight Thousand, One Hundred Fifty-Seven Dollars and ten cents(\$468,157.10) plus Eight Thousand, Five Hundred Dollars (\$8,500.00) in engineering fees, for a total of Four Hundred Seventy-Six Thousand, Six Hundred Fifty-Seven Dollars and ten cents (\$476,657.10).
- B. The City and Andrianakos find it to be in their mutual best interest for Andrianakos to pay a portion of the cost of the waterline component of the Project as Andrianakos' proportionate share of the Project, in exchange for the City agreeing to provide a 4-inch water tap or four (4) 2-inch water taps for the future development of the Property.

## **AGREEMENT**

- I. <u>The Project.</u> The City will arrange for the planning, design, engineering and construction of the Project.
- II. <u>Project Costs.</u> Andrianakos shall be responsible for the amount of not to exceed **Three Hundred Sixty-Six Thousand, Four Hundred Ninety-Two Dollars (\$366,492.00)**(the "**Andrianakos Contribution**"). The remaining amount of One Hundred Ten Thousand, One Hundred Sixty-Five Dollars and ten cents (\$110,165.10) will be funded by the City. The City and Andrianakos agree that the Andrianakos Contribution shall be the total amount due from Andrianakos for the Project.
- III. <u>Payment of Project Costs</u>. The City will pay or make arrangements for the payment of all Project Costs except the Andrianakos Contribution. Andrianakos shall pay to the City the Andrianakos Contribution on or before March 15, 2021.
- IV. <u>City Provision of Water Taps</u>. In exchange for the Andrianakos Contribution to the Project, the City agrees to provide Andrianakos within thirty (30) days of a written request from Andrianakos a 4-inch water tap or four (4) 2-inch water taps, which selection shall be at Andrianakos' sole discretion for use of the Property or any other real property currently or in the future owned by Andrianakos located within the City of Black Hawk, Colorado. Provided however, such water taps shall be installed in accordance with the then rules and regulations of the City, but at no cost to Andrianakos as set forth herein. To the extent that the cost of such water taps may be increased by the City in the future, such increase in the cost of water taps by

the City shall have no impact on this Agreement, and the City's obligation to provide such water taps at no cost to Andrianakos to serve the Property shall be an obligation of the City regardless of whether the cost of said water taps may increase in the future. Andrianakos shall be responsible for the cost of any sewer taps, and this Agreement is limited to the exchange of the Andrianakos Contribution for the water taps as set forth herein.

## V. Miscellaneous Provisions.

- A. Any changes to or amendments to this Agreement must be in writing signed by the parties.
- B. There are no intended beneficiaries of this Agreement other than the parties. Any rights or responsibilities of other parties that participate in the financing or construction of the Project will be the subject of other agreements and not this Agreement.
- C. <u>Captions</u>. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
- D. <u>Binding Effect</u>. Except as otherwise restricted by this Agreement, all provisions being contained herein, including the benefit, burdens and covenants are intended to run with the land and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.
- E. <u>Invalid Provision</u>. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
- F. <u>Governing Law</u>. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.
- G. <u>Notice</u>. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

| Notice to the City:                                   |                                                 |
|-------------------------------------------------------|-------------------------------------------------|
|                                                       | City Manager                                    |
|                                                       | City of Black Hawk                              |
|                                                       | P.O. Box 68                                     |
|                                                       | Black Hawk, Colorado 80422                      |
| With copy to:                                         | Corey Y. Hoffmann                               |
|                                                       | Black Hawk City Attorney                        |
|                                                       | Hoffmann, Parker, Wilson & Carberry, P.C.       |
|                                                       | 511 16 <sup>th</sup> Street, Suite 610          |
|                                                       | Denver, Colorado 80202                          |
| Notice to Andrianakos:                                | Ioannis E. Andrianakos, Manager                 |
|                                                       | Andrianakos Limited Liability Company           |
|                                                       | 10860 East Democrat Road                        |
| •                                                     | Parker, Colorado 80134                          |
| H. Assignment or Assignments                          | s. There shall be no transfer or assignment of  |
| any of the rights or obligations of Andrianakos u     | under this Agreement except that Andrianakos    |
| may assign its rights under Section IV of this Ag     | reement as part of the transfer of any Property |
| or any other real property that Andrianakos curren    | tly or in the future is owned by Andrianakos in |
| the City of Black Hawk, Colorado.                     |                                                 |
| I. Recording of Agreement.                            | This Agreement shall be recorded in the real    |
| estate records of Gilpin County and shall be a cov    |                                                 |
| prospective purchasers or other interested parties of |                                                 |
|                                                       | ecuted this Agreement on the day and year first |
| above-written.                                        |                                                 |
|                                                       | 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                      |                                                 |
|                                                       |                                                 |
|                                                       |                                                 |

## ANDRIANAKOS LIMITED LIABILITY COMPANY

|                  |   | By: Loan E And                  |
|------------------|---|---------------------------------|
|                  |   | Ioannis E. Andrianakos, Manager |
| TATE OF COLORADO | ) | _                               |

STATE OF COLORADO ) ss.
COUNTY OF DOUGLAS )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 11<sup>th</sup> day of March, 2021, by Ioannis E. Andrianakos as the Manager of Andrianakos Limited Liability Company..

My commission expires: April 19, 2092

(SEAL)

Ghassan Timani Notary Public State of Colorado Notary ID 20104013143 My Commission Expires April 19, 2022

Mossen Jumani

## **EXHIBIT A**

## **CITY OF BLACK HAWK**

Miners Mesa Road Roundabout Project

## **BID SCHEDULE 6 - RIM ROCK WATERLINE**

|      |                                                              |                |      | JBS P       | ipeline      |
|------|--------------------------------------------------------------|----------------|------|-------------|--------------|
| NO.  | ITEM                                                         | TOTAL QUANTITY | UNIT | UNIT PRICE  | TOTAL PRICE  |
| 6.01 | Remove & Replace Ex. Concrete Pavement                       | 360            | SY   | \$145.00    | \$52,200.00  |
| 6.02 | Pot Hole Existing Utilities                                  | 16             | EA   | \$475.00    | \$7,600.00   |
| 6.03 | HMA (Gr SX) (75) (PG 58-28) Overlay (4 inch Max)             | 280            | TON  | \$165.00    | \$46,200.00  |
| 6.04 | Water Pipe Insulation (<6' Cover)                            | 565            | LF   | \$94.00     | \$53,110.00  |
| 6.05 | Connect to Ex. Water Main                                    | 1              | EACH | \$3,145.00  | \$3,145.00   |
| 6.06 | DIP Water Service (6" inch)                                  | 81             | LF   | \$65.00     | \$5,265.00   |
| 6.07 | DIP Water Main Pipe (12" inch)                               | 1640           | LF   | \$104.00    | \$170,560.00 |
| 6.08 | 2" Inch Blow Off                                             | 1              | EACH | \$3,475.00  | \$3,475.00   |
| 6.09 | 6" Gate Valve                                                | 3              | EACH | \$1,210.00  | \$3,630.00   |
| 6.10 | 12"x 12"x 6" Tee                                             | 2              | EACH | \$925.00    | \$1,850.00   |
| 6.11 | 12"x6" Reducer                                               | 1              | EA   | \$815.00    | \$815.00     |
| 6.12 | 6" DIP Plug                                                  | 1              | EA   | \$815.00    | \$815.00     |
| 6.13 | 12" Vertical Bend                                            | 4              | EACH | \$2,030.00  | \$8,120.00   |
| 6.14 | 12" - 90° Bend                                               | 1              | EACH | \$1,190.00  | \$1,190.00   |
| 6.15 | 12" - 45° Bend                                               | 3              | EACH | \$1,130.00  | \$3,390.00   |
| 6.16 | 12" - 22.5° Bend                                             | 2              | EACH | \$1,100.00  | \$2,200.00   |
| 6.17 | 12" - 11.25° Bend                                            | 1              | EACH | \$1,080.00  | \$1,080.00   |
| 6.18 | 12"x 12"x 12" Tee                                            | 1              | EACH | \$1,475.00  | \$1,475.00   |
| 6.19 | 12" Gate Valve                                               | 5              | EACH | \$2,965.00  | \$14,825.00  |
| 6.20 | Fire Hydrant                                                 | 2              | EACH | \$5,940.00  | \$11,880.00  |
| 6.21 | Construction Surveying                                       | 1              | LS   | \$5,940.00  | \$5,940.00   |
| 6.22 | Mobilization                                                 | 1              | LS   | \$22,260.00 | \$22,260.00  |
| 6.23 | Epoxy Pavement Marking                                       | 1001           | SF   | \$2.10      | \$2,102.10   |
| 6.24 | Traffic Control                                              | 1              | LS   | \$44,200.00 | \$44,200.00  |
| 6.25 | Construction Site Management/Temporary Stormwater Management | 1              | LS   | \$830.00    | \$830.00     |

| Bid Schedule 5 Total: | \$468,157.10 |
|-----------------------|--------------|

RESOLUTION 17-2021 A RESOLUTION ACCEPTING THE JBS PIPELINE BID AND BASELINE **ENGINEERING** CONSTRUCTION MANAGEMENT PROPOSAL FOR THE MINERS MESA ROAD CONSTRUCTION **PROJECT** 

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

#### Resolution No. 17-2021

TITLE: A RESOLUTION ACCEPTING THE JBS PIPELINE BID AND BASELINE ENGINEERING CONSTRUCTION MANAGEMENT PROPOSAL FOR THE MINERS MESA ROAD CONSTRUCTION PROJECT

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

<u>Section 1.</u> The City Council hereby approves the Miners Mesa Road Construction Bid from JBS Pipeline for \$5,325,875.35.

<u>Section 2.</u> The City Council hereby approves the Miners Mesa Road Construction Management Time and Material Proposal from Baseline Engineering for \$143,400.00.

RESOLVED AND PASSED this 24th day of March, 2021.

## CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

**SUBJECT:** Miners Mesa Road Construction Contracts.

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

**MOTION TO APPROVE** Resolution No. <u>17</u>-2021, A Resolution Approving the Construction Contract with JBS Pipeline and the Construction Management Contract with Baseline Engineering for the Miners Mesa Road Project.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk intends to construct Miners Mesa Road & Roundabout, including all wet and dry utilities. Staff received bids from four contractors for the Project. JBS Pipeline is the apparent low bidder. The City has past experience with JBS Pipeline and find them to be qualified for the Project. The engineering for the Miners Mesa Road Project was designed by Baseline Engineering. Because of their knowledge of the Project, Baseline is able to successfully perform the Construction Management on a part time, time and material basis.

JBS Pipeline Bid: \$5,325,875.35 Baseline Proposal \$143,400.00 TOTAL COST \$5,469,275.35

AGENDA DATE: 24-Mar-21

WORKSHOP DATE: 24-Mar-21

**FUNDING SOURCE:** 305-3101-4317571 Miners Mesa Improvements

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

**STAFF PERSON RESPONSIBLE:** James R. Ford, P.E.

**DOCUMENTS ATTACHED:** Miners Mesa Road Bid Summary

Baseline Construction Management Proposal

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

R. Ford, P.E. Water Manager

CoBH CERTIFICATE OF INSURANCE REQUIRED X Yes No

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

SUBMITTED BY:

REVIEWED BY:

Stephen N. Cole, City Manager

- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

#### 4. BID SCHEDULE

BIDDER shall complete the Work in accordance with the attached Bid Schedule.

- 5. The low bidder will be determined as outlined in the Instructions to Bidders.
- 6. BIDDER agrees that the Work will be completed and ready for final payment in accordance with Article 4 of the Trade Contractor Agreement on or before the dates or within the number of calendar days indicated in the Trade Contractor Agreement.
- 7. BIDDER accepts the provisions of the Trade Contractor Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Trade Contractor Agreement.
- 8. The following documents are attached to and made a condition of this Bid:
  - (a) Bid Bond.
  - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- 9. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
- 10. Terms used in this Bid which are defined in the Trade Contractor Agreement or Instructions will have the meanings indicated in the Trade Contractor Agreement or Instructions.

| SUBMITTED on                | 2-25   | , 2023 |
|-----------------------------|--------|--------|
| State Contractor License No | . N.A. |        |

| If BIDDER is:     |                     |        |
|-------------------|---------------------|--------|
| An Individual     |                     |        |
| ву И.Д.           | 6. 9                | (SEAL) |
|                   | (Individual's Name) | (SLAL) |
| doing business as |                     |        |
|                   |                     |        |
|                   |                     |        |
| Phone No.:        |                     |        |
| A Partnership     |                     |        |
| ву н.д.           | (Firm Nama)         | (CEAL) |
|                   | (iiiii Name)        | (SEAL) |
|                   | (General Partner)   |        |
| Business address: |                     |        |
|                   |                     |        |
| Phone No.:        |                     |        |

| A Corporation                                                     |        |   |
|-------------------------------------------------------------------|--------|---|
| By lims Backhoe SERV. d ba JBS Pipeline Contr                     | calas. |   |
| (corporation Name)                                                | (SEAD) |   |
| COLORANO                                                          |        |   |
| By (State of Incorporation)  (Name of Person Authorized to Sign)  | (SEAL) |   |
| Dec                                                               |        |   |
| (Corporate Seal) Attest                                           | (SEAL) |   |
| (Secretary)                                                       |        |   |
| Business address: 8600 VERBENA STREET                             |        | _ |
| COMMERCE CITY, COLORADO                                           |        |   |
| Phone No.: 303-289-4354 Date of Qualification to Do Business 1983 |        |   |
| Joint Venture                                                     |        |   |
| v_NA.                                                             | (SEAL) |   |
| (Name)                                                            |        |   |
| (Address)                                                         |        |   |
| y                                                                 | (SEAL) |   |
| (Name)                                                            | (3EAL) |   |
| (Address)                                                         |        |   |
| none Number and Address for receipt of official communications    |        |   |
|                                                                   | -      |   |
|                                                                   |        |   |

## SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All work to be subcontracted over \$10,000 shall be listed.

| Amount of Subcontract | Name and Address of Subcontractor | Portion of Work               |
|-----------------------|-----------------------------------|-------------------------------|
| ± 250,000             | GRC CONSULTING                    | GRADING & EARTHWORK           |
| + 900,000             | MARTIN - MARIETTA                 | ASPHALT PAVING & PATCH        |
| + 100,000             | ALPH MILLIME                      | MILLING                       |
| ± 350,000             | AAA - BARRICADE                   | TRAFFIC CONTROL               |
| + 150,000             | SURVEY SYSTEMS                    | SURVEY LAYOUT                 |
| ± 120,000             | HI-TECH ELECTRIC                  | ELECTRICAL                    |
| + 485,000             | CTF CONSTRUCTION                  | CONCRETE                      |
| + 50,000 + 50,000     | ROAD SAFE                         | STRIPING & SIGNING            |
| + 100,000             | VETEDANT<br>ENVIRONMENTA          | EROSIAN CONTROL<br>\$ SERPING |
|                       |                                   | Day                           |

Signature

**END OF SECTION** 

## CITY OF BLACK HAWK Miners Mesa Road Roundabout Project Addendum 3

## BID SCHEDULE 1 - ROADWAY, ROUNDABOUT, EROSION CONTROL, STORM SEWER

| 1.01   | Clearing & Grubbing                                                                   | TOTAL QUANTITY | UNIT |      | UNIT PRICE   | TOTAL                 |
|--------|---------------------------------------------------------------------------------------|----------------|------|------|--------------|-----------------------|
| 1.02   | Remove Ex. Concrete Pad                                                               | 4              | AC   |      | 831.00       | S 3.324               |
| 1.03   | Remove Ex. Curb & Gutter                                                              | 680            | SF   |      | \$ 4.20      |                       |
| 1.04   | Remove Ex. Gravel Surface                                                             | 576            | LF   |      | 14.80        | \$ 2,856<br>\$ 8.524  |
| 1.05   | Remove Ex. Asphalt Pavement                                                           | 11710          | SF   | 1    |              |                       |
| 1.06   | Remove Ex. Chain Link Fence                                                           | 17460          | SY   | 13   |              |                       |
| 1.07   | Sawcut Asphalt Material (All Thickness)                                               | 51             | LF   | 1 \$ |              | \$ 61,110<br>\$ 1,425 |
| 1.08   | Base/Subbase Prep (12" Deep Scarify, Moisture Conditioning, Compaction, & Proof Roll) | 1900           | LF   | 5    |              | \$ 3,515              |
| 1.09   | Pot Hole Existing Utilities  Proof Roll)                                              | 14165          | SY   | \$   |              |                       |
| 1.10   | Topsoil                                                                               | 17             | EA   | \$   |              |                       |
| 1.11   | Sediment Control Logs                                                                 | 2475           | CY   | \$   |              |                       |
| 1.12   | Outlet Protection                                                                     | 1560           | LF   | \$   |              |                       |
| 1.13   | Check Dam                                                                             | 1              | EACH | \$   |              |                       |
| 1.14   | Inlet Protection                                                                      | 2              | EACH | \$   |              |                       |
| 1.15   | Vehicle Tracking Control Pad                                                          | 13             | EACH | \$   |              |                       |
| 1.16   | Rock Sock                                                                             | 1              | EACH | \$   |              | \$ 2,080.             |
| 1.17   | Seeding & Mulching                                                                    | 16             | EACH | \$   |              | \$ 475.               |
| 1.18   | Erosion Control Blankets                                                              | 3710           | SY   | \$   |              |                       |
| 1.19   | Aggregate Base Course - Asphalt, Gravel, Center Island & Medians                      | 1665           | SY   | \$   | 252.00       | \$ 4,578.             |
| 1.20   | Gravel Road (8 inch)                                                                  | 2265           | CY   | \$   | 46.60        | \$ 105,549.1          |
| 1.21   | HMA (Gr S) (75) (PG 58-28)                                                            | 140            | SY   | \$   |              | \$ 1,407.             |
| 1.22   | HMA (Gr SX) (75) (PG 58-28)                                                           | 2400           | TON  | \$   | 95.05        |                       |
| 1.23   | Concrete Pavement - Truck Apron & Curb Cut (10 inch)                                  | 1200           | TON  | \$   | 99.25        |                       |
| 1.24   | Concerete Pavement - Bus Pullout (11 inch )                                           | 410            | SY   | \$   | 109.30       | \$ 44,813.            |
| 1.25   | Rip Rap (Type L - d50=9")                                                             | 225            | SY   | \$   |              | \$ 28,867.5           |
| 1.26   | Rip Rap (Type H - d50=18")                                                            | 20             | CY   | \$   |              | \$ 1,960.0            |
| 1.27   | RCP Storm Pipe (18 inch)                                                              | 10             | CY   | \$   |              | \$ 780.0              |
| 1.28   | Steel FES (24 inch)                                                                   | 755            | LF   | \$   |              | \$ 55,870.0           |
| 1.29   | 3" PVC Conduit with Pull Boxes (USA Communications)                                   | 1              | EACH | \$   |              | \$ 701.0              |
| .30    | 4" PVC Conduit with Pull Boxes (Century Link)                                         | 11000          | LF   | \$   |              | 176,000,0             |
| .31    | HPPP Storm Pipe (24 Inch)                                                             | 11000          | LF   | \$   | 19.95        |                       |
| .32    | Type 13 Valley Inlet                                                                  | 508            | LF   | \$   | 88.50        |                       |
| .33    | Type 13 Curb Inlet                                                                    | 1              | EACH | \$   | 4,615.00     |                       |
| .34    | Connect to Existing Storm Inlet                                                       | 8              | EACH | \$   | 4,950.00     |                       |
| .35    | CDOT Type R Inlet (10 foot)                                                           | 1              | EA   | \$   | 1,880.00     |                       |
| .36 3  | storm MH (5 foot )                                                                    | 2              | EACH | \$   | 7,880.00     |                       |
| .37 (  | Concrete Pavement - Sidewalk & Curb Cuts (6" 4000 PSI w/ Fibermesh)                   | 1              | EACH | \$   | 3,560.00     |                       |
| .38    | Curb Ramps                                                                            | 220            | SY   | \$   | 66.50        |                       |
| .39 1  | runcated Domes                                                                        | 1136           | SF   | \$   | 11.85        |                       |
| .40 (  | DOT Vertical Type II-B (2' Gutter)                                                    | 122            | SF   | \$   | 130.75       |                       |
| .41    | DOT Mountable Type I-M (1' Gutter)                                                    | 3630           | LF   | \$   | 30.85 \$     |                       |
| 42 T   | ruck Apron Rollover Curb                                                              | 322            | LP   | \$   | 35.65 \$     |                       |
| 43     | DOT Mountable Type II-M (2' Gutter)                                                   | 283            | LF   | \$   | 35.65 \$     |                       |
| 44 E   | lectrical Conduit (4 inch)                                                            | 400            | LF   | \$   | 38.00 \$     |                       |
| 45 E   | lectrical Pull Boxes for Light Pole Base                                              | 985            | LF   | \$   | 25.00 \$     |                       |
| 46 lr  | nstall Street Light Poles and Foundations - Include all electrical wiring.            | 22             | EACH | \$   | 970.75 \$    |                       |
| 47 5   | igns (Attached to Light Poles)                                                        | 22             | EACH | \$   | 6,095.00 \$  |                       |
| 48 5   | igns (With Poles & Bases)                                                             | 5              | EACH | \$   | 400.00 \$    |                       |
|        | onstruction Surveying                                                                 | 32             |      | \$   | 470.00 \$    |                       |
| 50 N   | Obilization                                                                           | 1              |      |      | 42,775.00 \$ | 42,775.00             |
| 51 E   | poxy Pavement Marking & Preformed Thermoplastic Materials                             | 1              | LS   | \$   | 32,875.00 \$ | 32,875.00             |
| 52 111 | raffic Control                                                                        | 4785           |      | \$   | 7.00 \$      | 33,495.00             |
| 53 C   | onstruction Site Management/Temporary Stormwater Management                           | 1              | L5   |      | 24,000.00 \$ | 124,000.00            |
|        | Same of temporary arouniwater (Management                                             | 1              | LS   |      | 10,450.00 \$ | 10,450.00             |

Bid Schedule 1 Total: \$\_\_\_\_\_ \$ 2,063,924.05

Two-million sixty-three thousand nine-hundred twenty-four dollars and five cents

Dollars

## CITY OF BLACK HAWK Miners Mesa Road Roundabout Project Addendum 3

## BID SCHEDULE 2 - NORTH SIDEWALK

| NO.  | ITEM                                                                                  |                |      |     |            |    |            |
|------|---------------------------------------------------------------------------------------|----------------|------|-----|------------|----|------------|
| 2.01 | Base/Subbase Prep (12" Deep Scarify, Moisture Conditioning, Compaction, & Proof Roll) | TOTAL QUANTITY | UNIT | IL  | INIT PRICE | Ti | OTAL PRICE |
| 2.02 | Concrete Pavement- Cross Pan (8")                                                     | 113            | SY   | \$  | 6.50       | 5  | 734.50     |
| 2.03 | Concrete Pavement - Sidewalk & Curb Cuts (6" 4000 PSI w/ Fibermesh)                   | 132            | SY   | \$  | 102.00     | \$ | 13,464.00  |
| 2.04 | Curb Ramps                                                                            | 745            | SY   | 1\$ | 66.50      | \$ | 49,542.50  |
|      | Truncated Domes                                                                       | 365            | SF   | \$  | 11.80      | Ś  | 4,307.00   |
| 2.06 | Construction Surveying                                                                | 56             | SF   | \$  | 128.00     | Ś  | 7,168.00   |
| 2.07 | Mobilization                                                                          | 1              | LS   | \$  | 4,870.00   | \$ | 4,870.00   |
| 2.08 | Construction Site Management/Temporary Stormwater Management                          | 1              | LS   | \$  | 4,158.00   | 5  | 4,158.00   |
|      | ,                                                                                     | 1              | LS   | 15  | 2,258.00   | 5  | 2 258 00   |

Bid Schedule 2 Total: \$ \$ 86,502.00

Eighty-six thousand five-hundred two (WORDS)

Dollars

## BID SCHEDULE 3 - SOUTH SIDEWALK

| NO.  | ITEM                                                                                  |                |      |    |            |    |            |
|------|---------------------------------------------------------------------------------------|----------------|------|----|------------|----|------------|
| 3.01 | Base/Subbase Prep (12" Deep Scarify, Moisture Conditioning, Compaction, & Proof Roll) | TOTAL QUANTITY | UNIT | U  | UNIT PRICE |    | OTAL PRICE |
| 3.02 | Concrete Pavement- Cross Pan (8")                                                     | 1600           | SY   | \$ | 6.55       |    | 10,480.00  |
| 3.03 | Concrete Pavement - Sidewalk & Curb Cuts (6" 4000 PSI w/ Fibermesh)                   | 342            | SY   | \$ | 102.20     | \$ | 34,952,40  |
| 3.04 | Curb Ramps                                                                            | 800            | SY   | \$ | 66.50      | 5  | 53,200.00  |
| 3.05 | Truncated Domes                                                                       | 1254           | SF   | \$ | 11.85      | \$ | 14,859.90  |
| 3.06 | Construction Surveying                                                                | 168            | SF   | \$ | 128.30     | Ś  | 21,554.40  |
| 3.07 | Mobilization                                                                          | 1              | LS   | \$ | 5,585.00   | 5  | 5,585.00   |
| 3.08 | Construction Site Management/Temporary Stormwater Management                          | 1              | LS   | \$ | 6,770.00   | \$ | 6,770.00   |
|      | general Stormwater Management                                                         | 1              | LS   | \$ | 2,670.00   | \$ | 2,670.00   |

Bid Schedule 3 Total: \$ \$150,071,70

One-hundred fifty thousand seventy-one dollars and seventy cents (WORDS)

## BID SCHEDULE 4 - Sanitary Sewer

| NO.  | ITEM                                                         | Table 1        |      |               |    |             |
|------|--------------------------------------------------------------|----------------|------|---------------|----|-------------|
| 4.01 | Remove Ex. 60" RCP Storm Culvert                             | TOTAL QUANTITY | UNIT | UNIT PRICE    |    | TOTAL PRICE |
| 4.02 | Remove & Replace Ex. Concrete Pavement                       | 95             | LF   | \$ 62.00      |    | 5,890.00    |
| 4.03 | Sawcut Asphalt Material (All Thickness)                      | 326            | SY   | \$ 145.00     | 5  | 47,270.00   |
| 4.04 | Rock Excavation                                              | 500            | LF   | \$ 1.85       |    | 925.00      |
| 4.05 | Pot Hole Existing Utilities                                  | 100            | CY   | \$ 75.00      | Ś  | 7,500.00    |
| 4.06 | Replace 24-inch ADS Culverts                                 | 23             | EA   | \$ 165.00     | 5  | 3,795.00    |
| 4.07 | Replace 24-inch RCP Culverts                                 | 280            | LF   | \$ 81.00      | 1  | 22,680.00   |
| 4.08 | Connect to Ex. Sanitary Main (Outside Drop)                  | 200            | LF   | \$ 112.00     | \$ | 22,400.00   |
| 4.09 | HMA (Gr SX) (75) (PG 58-28) Overlay (4 inch Max)             | 1              | EACH | \$ 11,480.00  | -  | 11,480.00   |
| 4.10 | Sanitary MH (4 foot)                                         | 2690           | TON  | \$ 130,00     | T  | 349,700.00  |
| 4.11 | PVC Sanitary Main Pipe (10 inch, SDR-35)                     | 30             | EACH | \$ 4,128.00   | -  | 123,840,00  |
| 4.12 | PVC Sanitary Main Pipe (10 inch, C-900)                      | 7450           | LF   | \$ 111.50     | -  | 830,675.00  |
| 4.13 | Sanitary Pipe Insulation (<6' Cover)                         | 270            | 1F   | \$ 126.50     |    | 34,155.00   |
| 1.14 | Construction Surveying                                       | 870            | LF   | \$ 71.85      |    | 62,509.50   |
| 4.15 | Mobilization                                                 | 1              | LS   | \$ 19,605.00  | Ś  | 19,605.00   |
| 1.16 | Epoxy Pavement Marking                                       | 1              | LS   | \$ 22,225.00  |    | 22,225.00   |
| 1.17 | Traffic Control                                              | 7750           | SF   | \$ 2.10       | -  | 16,275.00   |
|      | Construction Site Management/Temporary Stormwater Management | 1              | LS   | \$ 335,095.00 |    | 335,095.00  |
|      | to management remperary stormwater Management                | 1              | LS   | \$ 2,255.00   |    | 2,255.00    |

Bid Schedule 4 Total: \$ \$ 1,918,274.50

One-million nine-hundred eighteen thousand two-hundred seventy-four dollars and fifty cents (WORDS)

#### CITY OF BLACK HAWK Miners Mesa Road Roundabout Project Addendum 3

## BID SCHEDULE 5 - MINERS MESA WATERLINE

| NO. ITEM                                                          | Transport Common |      |     |            |     |            |
|-------------------------------------------------------------------|------------------|------|-----|------------|-----|------------|
| 5.01 Remove of Ex. 6" Water Main                                  | TOTAL QUANTITY   | UNIT | 1   | UNIT PRICE | 1 7 | OTAL PRICE |
| 5.02 Pot Hole Existing Utilities                                  | 100              | LF   | 1\$ | 19.85      | 16  | 1,985.00   |
| 5.03 Reset Fire Hydrant                                           | 8                | EA   | \$  | 760.00     | 15  | 6,080.00   |
| 5.04 Water Pipe Insulation (<6' Cover)                            | 3                | EACH | \$  | 7,550.00   | 13  | 22,650,00  |
| 5.05   Connect to Ex. Water Main                                  | 460              | LF   | \$  | 71.00      | C   | 32,850.00  |
| 5.06 DIP Water Main Pipe (8" Inch)                                | 2                | EACH | 5   | 5,130.00   | 15  | 10,260.00  |
| 5.07   12" DIP Plug                                               | 61               | LF   | \$  | 91.00      | 5   | 5.551.00   |
| 5.08 DIP Water Main Pipe (12" inch)                               | 2                | EACH | \$  | 900.00     | 15  | 1,800.00   |
| 5.09   6" Gate Valve                                              | 2840             | LF   | \$  | 150.00     |     | 425,000.00 |
| 5.10   12"x 12"x 6" Tee                                           | 7                | EACH | \$  | 1,205.00   |     | 8 435.00   |
| 5.11   12"x6" Reducer                                             | 6                | EACH | 5   | 1,220.00   | ¢   | 7.320.00   |
| 5.12   6" - 45 Bend                                               | 1                | EA   | \$  | 815.00     | \$  | 815.00     |
| 5.13   12" Vertical Bend                                          | 1                | EA   | \$  | 785.00     |     | 785.00     |
| 5.14   12" - 90° Bend                                             | 1,               | EACH | \$  | 1,085.00   | 5   | 1,085.00   |
| 5.15   12" - 45" Bend                                             | 3                | EACH | \$  |            | \$  | 3,570.00   |
| 5.16   12" - 22.5° Bend                                           | 3                | EACH | \$  |            | Š.  | 3,390.00   |
| 5.17   12" - 11.25° Bend                                          | 3                | EACH | \$  | 1,100.00   | 5   | 3,300.00   |
| 5.18 8" Gate Valve                                                | 4                | EACH | \$  | 1,085.00   | 4   | 4,340.00   |
| 5.19   12"x12"x8" Tee                                             | 1                | EA   | \$  |            | 5   | 2,400,00   |
| 5.20 8" - 22.5" Bend                                              | 1                | EA   | \$  | 1,300.00   | 5   | 1,300.00   |
| 5.21 8" DIP Plug                                                  | 1                | EA   | 5   | 860.00     | 5   | 860.00     |
| 5.22   12"x 12"x 12" Tee                                          | 1                | EACH | Ś   | 900.00     | 4   | 300.00     |
| 5.23   12" Gate Valve                                             | 4                | EACH | \$  | 1,475.00   | 4   | 5,900.00   |
| 5.24 Fire Hydrant                                                 | 11               | EACH | \$  |            | Š   | 33,440.00  |
| 5.25 Construction Surveying                                       | 4                | EACH | 5   | 8,480.00   | 5   | 33,920.00  |
| 5.26 Mobilization                                                 | 1                | LS   | \$  |            | Š   | 7,725.00   |
| 5.27 Construction Site Management/Temporary Stormwater Management | 1                | LS   | Ś   | 10,220.00  | \$  | 10,220.00  |
| management remporary stormwater Management                        | 1                | LS   | Ś   |            | S   | 2,255.00   |

Bid Schedule 5 Total: \$ \$ 638,946.00 Six-hundred thirty-eight thousand nine-hundred forty-six (WORDS) Dollars

#### BID SCHEDULE 6 - RIM ROCK WATERLINE

| NO.  | ITEM                                                         | T 2000         |      |     |            |     |            |
|------|--------------------------------------------------------------|----------------|------|-----|------------|-----|------------|
| 6.01 | Remove & Replace Ex. Concrete Pavement                       | TOTAL QUANTITY | UNIT |     | UNIT PRICE | 1 7 | OTAL PRICE |
| 6.02 | Pot Hole Existing Utilities                                  | 360            | SY   | 1\$ | 145.00     | Ś   | 52,200.0   |
| 6.03 | HMA (Gr SX) (75) (PG 58-28) Overlay (4 inch Max)             | 16             | EA   | \$  | 475.00     | 15  | 7,600.0    |
| 6.04 | Water Pipe Insulation (<6' Cover)                            | 280            | TON  | 15  | 165.00     | \$  | 46,200.0   |
| 6.05 | Connect to Ex. Water Main                                    | 565            | LF   | \$  | 94.00      | \$  | 53,110.0   |
| 6.06 | DIP Water Service (6" inch)                                  | 1              | EACH | \$  | 3,145.00   | 5   | 3,145.00   |
| 6.07 | DIP Water Main Pipe (12" inch)                               | 81             | LF   | \$  | 65.00      | S   | 5,265.06   |
| 6.08 | 2" Inch Blow Off                                             | 1640           | LF   | \$  | 104.00     | \$  | 170,560.00 |
| 6.09 | 6" Gate Valve                                                | 1              | EACH | \$  | 3,475.00   | 5   | 3,415.00   |
| 6.10 | 12"x 12"x 6" Tee                                             | 3              | EACH | \$  | 1,210.00   | S   | 3,630.00   |
| 6.11 | 12"x6" Reducer                                               | 2              | EACH | \$  | 925.00     |     | 1,850.00   |
| 6.12 | 6" DIP Plug                                                  | 1              | EA   | \$  | 815.00     | \$  | 815.00     |
| 6.13 | 12" Vertical Bend                                            | 1              | EA   | \$  | 815.00     | \$  | 815.00     |
| 6.14 | 12" - 90° Bend                                               | 4              | EACH | \$  | 2,030.00   | 5   | 8,120,00   |
| 6.15 | 12" - 45° Bend                                               | 1              | EACH | \$  | 1,190.00   | 5   | 1,190.00   |
| 6.16 | 12" - 22.5° Bend                                             | 3              | EACH | \$  | 1,130.00   | \$  | 3,330.00   |
| 6.17 | 12" - 11.25" Bend                                            | 2              | EACH | \$  | 1,100.00   | 5   | 2,200.00   |
| 6.18 | 12"x 12"x 12" Tee                                            | 1              | EACH | \$  | 1,080.00   | 5   | 1,080.00   |
| 6,19 | 12" Gate Valve                                               | 1              | EACH | \$  | 1,475.00   | \$  | 1,475.00   |
| 6.20 | Fire Hydrant                                                 | 5              | EACH | \$  | 2,965.00   | 5   | 14,825,00  |
| 6.21 | Construction Surveying                                       | 2              | EACH | \$  | 5,940.00   | S   | 11,880.00  |
| 6.22 | Mobilization                                                 | 1              | LS   | \$  | 5,940.00   | 5   | 5,940.CO   |
| 6.23 | Epoxy Pavement Marking                                       | 1 1            | LS   | \$  | 22,260.00  | \$  | 22,260.00  |
| 6.24 | Traffic Control                                              | 1001           | SF   | \$  | 2.10       | \$  | 2,102.10   |
|      | Construction Site Management/Temporary Stormwater Management | 1              | LS   | 5   | 44,200.00  | \$  | 44,200.00  |
|      | a suporary stormwater ividnagement                           | 1              | LS   | Š   | 830.00     | \$  | 830.00     |

Bid Schedule 6 Total: \$ \$ 468,157,19 Four-hundred sixty-eight thousand one-hundred fifty-seven dollars and ten cents (WORDS) Dollars

> Bid Schedule Summary
> Bid Schedule 1: \$
> Bid Schedule 2: \$ 2,053,924.05 86,502.00 Bid Schedule 3: 150,071,70 Bid Schedule 4: 1,918,274.50 Bid Schedule 5: 638,945.00 Bid Schedule 6: 468,157.10 TOTAL BID: \$ 5 5,325,875.35

> > Dollars

Five-million three-hundred twenty-five thousand eight-hundred seventy-five dollars and thirty-five cents (words)

WE ACKNOWLEDGE ADDENDUMS
Add Ait: 2: Conduit and Handholes per Addendum-1 Exhibit
Add Ait: Hand Holes per Addendum-1 Exhibit
Add Ait: Electrical Wiring and hook up for above \$350/EA TBD

1 BID BOND

| BIDDER (Name and Address):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| JIM'S BACKHOE SERVICE, INC. DBA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | A JBS PIPELINE CONTRACTORS                                                        |
| 8600 Verbena Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                   |
| Commerce City, Colorado 80022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                   |
| SURETY (Name and Address of Prince                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ripal Diagonal Programme                                                          |
| THE OHIO CASUALTY INSURANCE O                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                   |
| 175 Berkeley Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | COMPANY                                                                           |
| Boston, Massachusetts 02116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                   |
| Total indecating the second section of the second section in the section in the second section in the section in the second section in the section in the second section in the  |                                                                                   |
| OWNER (Name and Address):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |
| CITY OF BLACK HAWK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                   |
| 987 Miners Mesa Road                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                   |
| Black Hawk, Colorado 80422                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                   |
| BID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                   |
| BID DUE DATE: February 25, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                   |
| PROJECT (Brief Description Including                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ; Location):                                                                      |
| Miners Mesa Road Roundabout Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                   |
| City of Black Hawk starting at the top of M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Miners Mesa along Miners Mesa Road to the intersection with Bobtail Road          |
| Non- 16 Control of the Control of th | Tool and Tool                                                                     |
| BOND NUMBER: Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                   |
| DATE (Not later than Bid due date):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | February 25, 2024                                                                 |
| ENAL SUM: Five Percent (5%) of the Total An                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                   |
| (Words)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | (Figures)                                                                         |
| 7.19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                   |
| WITNESS WHEREOF, Surety and Big                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | dder, intending to be legally bound hereby, subject to the terms printed on the   |
| representative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | this Bid Bond to be duly executed on its behalf by its authorized officer, agent, |
| DDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                   |
| 'S BACKHOE SERVICE, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SURETY                                                                            |
| A JBS PIPELINE CONTRACTORS (Seal)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | THE OHIO CASUALTY INSURANCE COMPANY (Seal)                                        |
| dder's Name and Corporate Seal Su                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | rety's Name and Corporate Seal                                                    |
| Kolley & House &                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                   |
| Signature and Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | By: Cocco ( )                                                                     |
| ////                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Signature and Title Kim Payton, Attorney-in-Fact (Attach Power of Attorney)       |
| Alle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ( Action rey)                                                                     |
| test: EST/PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Attest:                                                                           |
| Signature and Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Signature and Title Wes Butorac, Littleton, Colorado                              |
| ote: (1) Above addresses are to be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | used for giving required notice.                                                  |
| (2) Any singular reference to E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Bidder, Surety, OWNER or other party shall be considered plural where applicable  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | where applicable                                                                  |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8203908 - 969427

| Liberty Mutual Insurance Company is a corporation of<br>under the laws of the State of Indiana (herein collection<br>Cynthia M. Burnett, Douglas J. Rothey, Erik Uli                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | barri, Kim Payton, Wes                                                        | Butorac, Zach Rothey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | conty herein set forth, does hereby name, cor                                                                                                | stitute and appoint,                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| all of the city of <u>Littleton</u> execute, seal, acknowledge and deliver, for and on its of these presents and shall be as binding upon the of ersons.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | late of <u>CO</u><br>behalf as surety and as its<br>companies as if they have | each individua<br>act and deed, any and all<br>been duly signed by the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ally if there be more than one named, its true<br>undertakings, bonds, recognizances and oth<br>president and attested by the secretary of t | and lawful attorney-in-fact to make,<br>ler surety obligations, in pursuance<br>he Companies in their own propos |
| N WITNESS WHEREOF, this Power of Attorney has<br>lereto this <u>25th</u> day of <u>June</u> , 202                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | been subscribed by an aut                                                     | horized officer or official o                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | of the Companies and the corporate seals of                                                                                                  | the Companies have been affixed                                                                                  |
| INSURA<br>SPORTS<br>1912                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | OF 1919                                                                       | INSURATE OF TOTAL PROPERTY OF THE PROPERTY OF | Liberty Mutual Insurance Company The Ohio Casualty Insurance Com West American Insurance Compan  By:  April 1                                | nany                                                                                                             |
| nte of PENNSYLVANIA ss                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                               | ***                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | David M. Carey, Assistant Secretar                                                                                                           | (                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | fore me personally appeare<br>erican Insurance Compan                         | ed David M. Carey, who ac<br>y, and that he, as such, b                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | cknowledged himself to be the Assistant Sec<br>being authorized so to do, execute the foreg                                                  | retary of Liberty Mutual Insurance<br>roing instrument for the purposes                                          |
| VITNESS WHEREOF, I have hereunto subscribed n                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                              |                                                                                                                  |
| LE CONTRACTOR OF THE PARTY OF T | PAST                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                              | 18                                                                                                               |
| AA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PUBL Mamper Penns                                                             | ylvania Association of Notaries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | d Authorizations of The Ohio Casualty Insu                                                                                                   |                                                                                                                  |

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall To confirm the val-610-832-8240 have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of







Renee C. Llewellyn, Assistant Secretary



March 5, 2021

Jim Ford 987 Miners Mesa Road Black Hawk, CO 80422

RE: Proposal for Construction Management and Engineering Services, Black Hawk, CO

Dear Mr. Ford,

We are pleased to provide this proposal to assist you and provide construction management and engineering services for the subject property. We understand the site is located on top of Miners Mesa as well as along Miners Mesa Road from Bobtail Road to the top of Miners Mesa. The construction of this project will begin in April with an end date in November 2021

On the following page is a Scope of Services and a proposal that outlines the tasks Baseline Engineering will provide associated with construction. We appreciate the opportunity to assist and we look forward to working with you on this project.

Sincerely,
Baseline Engineering Corporation

**Noah Nemmers** 

cc. Jordan Piaskowy

#### A.1 STATEMENT OF SERVICES AND PROJECT UNDERSTANDING

Baseline Engineering understands that the proposed construction documents prepared by Baseline Engineering (Bid date 1.29.21) will go under construction in April 2021 with a completion date of November 2021. The City of Black Hawk has requested that Baseline Engineering provide supplemental Construction Management services for the duration of the project. It is Baseline Engineering's understanding that we will be partnering with the City to cover the full scope of construction management items needed during this project.

Baseline Engineering anticipates being involved with observations, RFIs, material submittals/shop drawings, project meetings, and project close out. The daily responsibilities will be divided based on the City of Black Hawk's schedule and preference.

Due to the uncertainty with the contractor's construction schedule and necessary level of support for document control, Baseline Engineering proposes to manage the construction administrative services on a time and materials (T&M) basis. The below costs are an estimate of the cost that will be associated with each item. The hourly rates will be based on the established 2021 pricing the City of Black Hawk has on file. This will allow Baseline Engineering to be flexible to match the City's needs and contractor's schedule. The following proposal gives a description of the scope of services anticipated.

#### REQUEST FOR INFORMATION REVIEW

Baseline Engineering anticipates the need to review RFIs associated with pavement, hardscape, grading, storm sewer, and mill and overlay. Any questions that propagate through the entire project should also be reviewed by Baseline Engineering. It is understood that the City of Black Hawk will be responsible for utility related field changes or issues with minor assistance from Baseline Engineering. This also includes any additional RFIs that the City of Black Hawk requests Baseline Engineering to respond. Baseline Engineering will collaborate with the City about field changes and contractor questions during the construction process. It is anticipated that the contractor will be responsible for keeping track of as-built conditions.

**T&M Estimate: \$14,300** 

**T&M Estimate: \$17,200** 

This cost is based on an average of 1 RFI each week for the 34-week construction schedule.

## MATERIAL SUBMITTAL/SHOP DRAWING REVIEW

Baseline Engineering anticipates the need to approve material submittals/shop drawings associated with pavement, hardscape, grading, underground utilities, and mill and overlay. This also includes any submittals that the City of Black Hawk requests Baseline Engineering to respond. This cost is based on an average of 1 submittal each week for the 34-week construction schedule.

## PROJECT MEETINGS T&M Estimate: \$15,600

Baseline Engineering anticipates being a part of the weekly construction meeting both in person (when applicable) and virtual (if no observations are scheduled). Baseline will participate in answering any questions, but understands the City of Black Hawk will take notes and lead these meetings.

## CONSTRUCTION OBSERVATION SERVICES T&M Estimate: \$82,000

Baseline Engineering anticipates the need to be on site for observations during the construction associated with the new and re-surfaced roadway. Items such as subgrade proof rolls, subbase compaction, paving operations, storm sewer installation, and concrete placement would require Baseline Engineering to be onsite. This also includes any additional observation time desired and discussed with the City of Black Hawk. An observation report will be produced by Baseline Engineering for all observation work completed on behalf of the City. This fee estimate is based on an average of 3 observations each week for the 34-week construction schedule.

Miners Mesa Construction Admin Proposal.docx

Baseline Engineering will document construction and observe each aspect of the roadway/pavement, hardscape, and storm sewer construction for conformance with the design documents. Construction observations shall be performed by a Staff Engineer under the direction of a Colorado registered Professional Engineer. A field observation report will be provided to the City for each construction observation (report and pictures).

#### PROJECT CLOSE OUT T&M Estimate: \$14,300

Baseline Engineer anticipates supporting the City during project closeout including preparing and managing a punch list at the time of substantial completion. Following completion of all punch list items, Baseline Engineering will make a final site visit at substantial completion and prepare a memo signed and sealed by a Colorado registered Professional Engineer that will be submitted to the City of Black Hawk. The memo will confirm that the project was constructed in conformance with the construction documents. It is anticipated that the contractor will be responsible for keeping track of as-built conditions.

#### **OUTSIDE OF SCOPE SERVICES**

Baseline Engineering is happy to assist the City in any way that is desired. The current proposed scope of work is an estimate based on our experience supporting projects of similar scope and scale. If additional services outside of those outlined above are identified, Baseline can provide a scope and fee.

FEE

PROPOSED FEE T&M Estimate: \$143,400

In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, and application fees if applicable.

#### **A.2 PROJECT SCHEDULE**

Baseline Engineering will work closely with the City to determine the observation schedule. Baseline Engineering needs to be notified at least 2 weeks before construction starts to make sure we are well equipped to provide these services. The overall project is anticipated to begin in April and finish in November 2021.

#### **A.3 PROJECT DELIVERABLES**

Ongoing coordination with the project team, City staff, and referral agencies during the construction process.

- 1. RFI Review
- 2. Material Submittal/Shop Drawing Review
- 3. Attendance at Project Meetings
- 4. Construction Observation Reports
- 5. Project Close Out Memo

#### A.4 ADDITIONAL SERVICES (EXCLUSIONS)

- I. <u>Outside Services</u>. The Consultant anticipates that the Client will contract directly with a structural engineer for the building for services relating to these specialties.
- II. Gas, Electric, Telephone, and Cable TV. The Consultant anticipates that the Client will coordinate and contract directly with respective utility companies for design of required facilities. Offsite easements will be prepared as an Additional Service on an hourly basis.

- III. <u>Non-Plat Easements</u>. For purposes of this Agreement, it is assumed that onsite easements will be prepared as an Additional Service on an hourly basis.
- IV. <u>Submittal Items</u>. Submittal items such as fees, title work, previous documents by others, architectural elevations, landscape plans, etc. shall be provided by the Client or others.
- V. <u>Construction Surveying</u>. Construction phase staking is <u>not</u> included in this Agreement. At the time that the Scope of Services is determined Baseline may provide an agreement.
- VI. Offsite Improvements. This contract is for improvements within the parcel or immediately adjacent thereto. Improvements outside this parcel are considered offsite and are not included in this contract. In particular, offsite water, sanitary sewer, storm sewer, and roadways are not anticipated for this project.
- VII. <u>Underdrain Improvement Plan</u>. The Consultant anticipates that an underdrain system is not required. If during the course of the project it is determined by the soils engineer that an underdrain system is required, the Consultant shall prepare a plan as an Additional Service.
- VIII. Miscellaneous Exclusions. The following are items that are specifically excluded from this contract:
  - As-built construction drawings
  - Verifying the accuracy of the work of others
  - Bidding of project work
  - Geotechnical work
  - Environmental work
  - Structural work
  - Traffic study and signalization & analysis
  - Lighting Plan
  - Irrigation design
  - Underground Detention Design
  - As-Built Survey & Plans
  - Subsurface Utility Engineering
  - Review of a Development Agreement
  - Mineral interest research and notice
- IX. <u>Plan Revisions</u>. The fees set forth in the Payment Schedule do not include revisions to associated documents based upon comments issued by the reviewing agencies with regard to plan content, accuracy, and compliance with published design standards effective as of the date of this Agreement. All revisions to the associated documents made necessary due to changes in the site plan layout, new or updated design standards, or the introduction of new and/or additional information not previously made available to the Consultant, shall be performed as an Additional Service.

#### **STANDARD OF CARE**

Baseline's services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Baseline makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Baseline expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."

#### **PAYMENT PROVISIONS**

Client shall make an initial payment of \$0 as a retainer upon execution of this Agreement. Upon receipt of the retainer Baseline shall commence services. The retainer shall be held by Baseline and applied against

Miners Mesa Construction Admin Proposal.docx

the final invoice. If the amount of the retainer exceeds the final invoice, Baseline shall refund the balance with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due. Interest earned on the retainer shall in all instances be for the account of Baseline and shall not be included in any refund or remittance calculation.

A 3% discount is included in the cost of services above for payment in compliance with this Agreement as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) payable to Baseline Engineering Corporation, PO Box 312, Broomfield, CO 80038-0312. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.

## **BASIS OF AGREEMENT (CLIENT RESPONSIBILITIES)**

Baseline Engineering understands the City of Black Hawk will provide the following during the construction of this project.

- Daily logs
- Running weekly construction meetings
- Shop drawing review (except the pavement)
- Pay application
- Change order review
- RFI distribution and responses
- On-site observations (water/sanitary)
- Coordinating schedule with contractor

## **PROJECT LOCATION MAP**





## CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



# EDGAR ESPINOSA POLICE OFFICER

I've been working for the city of Black Hawk for approximately six years. I started working with the Public Works Department in 2015 as a street maintenance worker. In 2019 I spoke with City Manager Steve Cole about my interest in applying with the City of Black Hawk Police Department. Mr. Cole encouraged me to apply. Everyone in the city was incredibly supportive of my decision to become a part of the Black Hawk Police Department and in January of 2020 I was enrolled in the Jefferson County Sheriff's Office and the Lakewood PD Combined Regional Academy. On July 10<sup>th</sup> 2020 I graduated the academy and completed one of the most difficult but satisfying tasks I have ever embarked on. I couldn't have done it without the support of my family and everyone in the city (you know who you are).



Everyone in the BHPD has been very supportive and helpful I truly enjoy working with the amazing people who make up our whole Police Department. I look forward to representing my department with integrity and transparency.

In my off time I enjoy spending time with family and exploring the many outdoor activities Colorado has to offer. I enjoy Mt. Biking, exercising and the occasional day of doing absolutely nothing.



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**RYAN JOHNSON** 



I am a Colorado native, born in Brighton, Co. I grew up in Brighton, Commerce City and Thornton, with most of my child hood years in Thornton. As an adult, I lived in Northglenn for 12 years, Arvada for 5 and currently reside back in Brighton. Getting back to my roots so to speak. My paternal grandmother's family arrived in Colorado in 1859, settling in Platteville, Hudson and later Brighton. I have a rich family history along the Platte River in both Adams and Weld Counties which is well documented. My paternal grandfather's family settled in Lamar in the 1880's. My grandparents moved to Thornton in 1958, where they lived until they passed in 2016 & 2017.

My favorite past time is spending time with family, friends and girlfriend. Mainly I spend most of my time with my nieces and nephews. I try to be a good role model for them and a father figure since their

biological father is not in the picture. I am huge fan of history, mainly Colorado, of which I have spent a lifetime studying. Black Hawks rich history makes this the perfect city for me to work in while Brighton's rich history makes it the perfect place to live. I love travelling, scuba diving, watching the Avalanche and Nuggets, hiking and exploring new places.



My law enforcement career started in 2007 with the Black Hawk Police Department after graduating the police academy at the Community College of Aurora. While in Black Hawk I had the privilege of training in many different disciplines, becoming a sergeant, being a member of the Black Hawk Crime Scene Unit and Black Hawk Special Services Unit; of which I was a part of from 2011 through 2018. I left Black Hawk in 2018 for Brighton Police Department to try my hand at working in the Denver metro area. While I enjoyed my time there, I missed working for Black Hawk. I decided to apply and was very happy to accept a position here in July of 2020.

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