RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. 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).
4. AGENDA CHANGES:
5. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
6. PUBLIC COMMENT: Please limit comments to 5 minutes
7. APPROVAL OF MINUTES: April 19, 2017 Regular Meeting
   May 3, 2017 Special Meeting
8. PUBLIC HEARINGS:
   A. CB7, An Ordinance Approving a Memorandum of Understanding Between the City of Black Hawk and the State of Colorado Governor’s Office of Information Technology (OIT) Public Safety Communications Network (PSCN) for a Shared Communications Site
   B. CB8, An Ordinance Repealing and Reenacting Section 1-111 of the City of Black Hawk Municipal Code Modifying and Declaring the City’s Corporate Seal
   C. Local Liquor License Authority Consideration of a New Tavern Liquor License for JE Tavern, Inc. dba JE Tavern at the Gilpin, 111 Main Street, Unit A, Black Hawk, Colorado
9. ACTION ITEMS:
   A. Local Liquor License Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for The Gilpin Association, Inc.
   B. Resolution 36-2017, A Resolution Approving the Total Base Construction Bid and Project Budget for the Rehabilitation and Site Work for the Property Located at 241 DuBois Street
10. CITY MANAGER REPORTS:
MISSION STATEMENT

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

April 19, 2017

MEETING MINUTES

Resident Joann Kerr rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, April 19, 2017, at 3:00 p.m. by Mayor Spellman.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Finance Director Hillis, Public Works Director Isbester, Executive Administrative Assistant Scully, Baseline Consultants Harris and Hooper, Community Planning and Development Administrator Linker, Executive Administrative Assistant Lang, Permit Technician Beecher, Police Chief Cole, Fire Chief Taylor, Executive Administrative Assistant Blondo, 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 agenda changes.

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

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

5. PUBLIC COMMENTS: Deputy City Clerk Martin confirmed that no one had signed up to speak.
6. APPROVAL OF MINUTES:  

   April 5, 2017

MOTION TO APPROVE  

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

MOTION PASSED  

   There was no discussion and the motion passed 4-0, with Aldermen Johnson and Torres abstaining.

7. PUBLIC HEARINGS:

   A. Resolution 27-2017, A Resolution Conditionally Approving (1) a Certificate of Appropriateness for the Demolition of Remnant Walls, Building Structures, and Foundations; (2) a Variance from the Requirement to Construct a 10-Feet Wide Landscape Strip Pursuant to Sec. 16-282(h)(1); (3) a Certificate of Appropriateness for Excavation and Construction of Improvements Including a Parking Lot and Associated Slope Stabilization; and (4) the Site Development Plan for Construction of a Parking Lot

   B. Resolution 28-2017, A Resolution Approving the Minor Subdivision Plat Titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1

   Mayor Spellman read the titles and opened the public hearings.

   Baseline Consultant Harris introduced both items. Due to the many pieces of this project, Harris went through a slide presentation to overview what was contained in the packet. He said the Subdivision/Site Improvement Agreement was just signed today and provided Council with a copy.

   Harris explained each section of the resolutions and elaborated on the request for the variance from the ten-foot wide set back requirement from the street and the planting of trees in that area. He said the applicant would have to excavate deeper into the hillside in order to comply, and they are willing to relocate the required streetscape trees to both ends of the parking lot near to the street instead. Harris said the applicant does not have the final Landscape Plan at this time and it is listed as one of the conditions of approval.

   The discussion then centered on the proposed sculpted concrete of the excavated hillside. Harris said that staff has recommended that the sculpted concrete be placed over the entirety of the exposed hillside from the top to bottom, and not the safety mesh that was originally proposed over the lower layer, which will then change their Slope Stabilization Plan. City Council unanimously preferred the look of the sculpted concrete at the Post Office site.
City Attorney Hoffmann pointed out that the City’s Code requires specific securities for excavation and public improvements, and wanted to note that both were included in the Subdivision/Site Improvement Agreement.

Dave Grunenwald, Vice President of Development and Leasing in Ohio, was present on behalf of the applicant. He agreed that the applicant will provide the sculpted concrete from top to bottom and plans to give Council the look they prefer, but would like to look into different options due to costs. He is concerned about spending a lot of money on the look only for this area to be redeveloped again in the near future. City Attorney Hoffmann suggested that Resolution 28-2017 can be approved pending staff’s negotiations with the applicant regarding a new Exhibit C-1 to the Subdivision/Site Improvement Agreement, since Exhibit C-1 lists the safety wire mesh, which has now been changed to the full sculpted concrete. He added that if they can’t reach an agreement then they will have to come back before Council. He said that Exhibit C-1 is also what the Performance Guarantee is based off of.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 27-2017, A Resolution Conditionally Approving (1) a Certificate of Appropriateness for the Demolition of Remnant Walls, Building Structures, and Foundations; (2) a Variance from the Requirement to Construct a 10-Feet Wide Landscape Strip Pursuant to Sec. 16-282(h)(1); (3) a Certificate of Appropriateness for Excavation and Construction of Improvements Including a Parking Lot and Associated Slope Stabilization; and (4) the Site Development Plan for Construction of a Parking Lot and Resolution 28-2017, A Resolution Approving the Minor Subdivision Plat Titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1 open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Resolution 27-2017, a Resolution Conditionally Approving (1) a Certificate of Appropriateness for the Demolition of Remnant Walls, Building Structures, and Foundations; (2) a Variance from the Requirement to Construct a 10-Feet Wide Landscape Strip Pursuant to Sec. 16-282(h)(1); (3) a Certificate of Appropriateness for Excavation and Construction of Improvements Including a Parking Lot and Associated Slope Stabilization; and (4) the Site Development Plan for Construction of a Parking Lot.

MOTION PASSED There was no discussion and the motions PASSED unanimously
MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Bennett to approve Resolution 28-2017, a Resolution approving the Minor Subdivision Plat titled Dakota Blackhawk Subdivision Filing No. 1 Amendment 1 with modifications to Exhibit C-1, Section 2 for sculpted concrete to be similar to the Post Office site.

MOTION PASSED

There was no discussion and the motions PASSED unanimously.

C. CB6-2017, An Ordinance Creating a New Article XI Within Chapter 1 of the Black Hawk Municipal Code, Creating a Process for Disconnecting Territory from the City

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He explained that there is a current Land Use applicant who owns a lot ½ in the County and ½ in the City, and if the City would like to disconnect a property then they need a process in place. This particular property, he said, is not located next to any City services or public utilities and staff recommends it would be better suited as a large residential lot in unincorporated Gilpin County.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB6, An Ordinance Creating a New Article XI Within Chapter 1 of the Black Hawk Municipal Code, Creating a Process for Disconnecting Territory from the City open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Torres to Approve CB6, an Ordinance Creating a new Article XI within Chapter 1 of the Black Hawk Municipal Code, creating a process for Disconnecting Territory from the City.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

8. ACTION ITEMS:

A. Resolution 29-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Mark N.G. Hichar for the Paymaster Load

Mayor Spellman read the title.

City Attorney Hoffmann explained that this was another one of the properties on Maryland Mountain subject to the City’s Ordinance of Intent to Acquire. He said the property owner retained local counsel,
looked at the City’s appraised value, and instead of getting their own appraisal, chose to take the City’s offer.

MOTION TO APPROVE
Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 29-2017, a Resolution approving a Purchase and Sale Agreement between the City of Black Hawk and Mark N.G. Hichar for the Paymaster Load.

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

B. Resolution 30-2017, A Resolution Approving On-Call Service Agreements with Choice Electric Corporation and Encore Electric for Calendar Year 2017

Mayor Spellman read the title.

Public Works Director explained that the City calls on these two contractors regularly to provide services.

MOTION TO APPROVE
Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 30-2017, a Resolution approving On-Call Service Agreements with Choice Electric Corporation and Encore Electric for Calendar Year 2017.

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

C. Resolution 31-2017, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of $906,060 for Health Insurance


E. Resolution 33-2017, A Resolution Approving the Proposal from CIGNA for 2017-2019 Ancillary Coverage

Mayor Spellman read the titles.

City Manager Lewis sat in for City Clerk/Administrative Services Director Greiner to introduce these items. He explained that the Kaiser quote came in at 9.85% over last year’s rate, and though the increase is normally in the 3-4% range, it is well within the budgeted range. He said the Delta rate increased 5% over last year, again within their budgeted projection, and there was no increase to CIGNA, which has been consistent for the last few years.
MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 31-2017, a Resolution approving the contract with Kaiser Permanente in the estimated amount of $906,060 for Health Insurance, Resolution 32-2017, a Resolution approving the contract with Delta Dental in the estimated amount of $110,338 for Group Dental Insurance, and Resolution 33-2017, a Resolution approving the proposal from CIGNA for 2017-2019 Ancillary Coverage.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

9. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann provided an update on the Maryland Mountain acquisitions. He said there were a total of 11 properties to acquire and only five are currently remaining. He said there is a significant disagreement on one; the Surprise Lode is still in negotiations; and the other three are in a partnership dispute, they have agreed to the amount, they just can’t provide a clear title at this time.

He also updated Council on the Amicus case the City has chosen to participate in on whether cities have to pay for medical expenses of those in custody. He said the case has been set by the Supreme Court for oral argument on June 6 and will report back after that.

11. CELEBRATING THE HISTORY OF THE CITY OF BLACK HAWK:

Recognition of the 153rd Anniversary of the City of Black Hawk’s Corporate Seal

A. Presentation by the Mayor

Mayor Spellman said he chose this date to hold the City Council meeting because today marks the 153rd anniversary of the City adopting its Corporate Seal back on April 19, 1864. The Mayor has been researching the City Seal’s history since the Sesquicentennial in 2014, and has come across some false information. He was determined to find the truth behind the naming of Black Hawk and the devices, or symbols that make up the Seal, such as the Indian, the eagle, and the tiger. He thought the Indian represented Chief Black Hawk and the eagle represented patriotism, but really had no idea on the reason behind the tiger. He then provided the history of three gentlemen William L. Lee, Dr. Frederick H. Judd, and Mylo Lee who were entrepreneurs from Rock Island, Illinois, home of Chief Black Hawk. They had heard about the Gregory Diggings in Colorado Territory, so hitched up 40 yoke of oxen to bring out their quartz stamp mill, and by 1860 they had established their mill and christened it the Black Hawk mine.
Hawk Mill named for a promontory on Rock River, which was named for the Sauk Indian Chief Black Hawk, in Rock Island, Illinois; it was located in the heart of Black Hawk Point. They men were so successful that in 1862 they ended up making $3,000 per month and a $120,000 dividend, which by today’s standards would equal $69,000 per month with a $2.75 million dividend.

Mayor Spellman continued on to the history of the Gregory and the Enterprise Mining Districts that were established and which served as the structured government at the time, and the mining camps within were considered the polling places or precincts. He said in 1862 Civil Engineers and Surveyors John J. Pratt and Bela S. Buell produced a lithograph map and identified Black Hawk Point as Enterprise City. Mr. Lee, Dr. Judd, and Mr. Lee then had artist John E. Dillingham, who sketched scenes on Pratt and Buell’s map, create another lithograph and call it “View of Black Hawk Point” to ensure the community surrounding their mill would be known as Black Hawk Point and not Enterprise, and had Dillingham fashion a symbolic vignette at the bottom of the lithograph which included the three devices of the Seal to reference his benefactors, and included the Latin word “PERSERVERANDO”, which means that Black Hawk Point would persevere and the Latin phrase “NOLI ME TANGERE”, which means do not meddle, interfere, or don’t tread on me. In 1863 when it was released, it became the first marketing tool for Black Hawk and was an instant success.

In 1864, it was decided to incorporate the City and Dr. Judd evidently was very influential and got his son elected to the Territorial Legislature, and also formed a mining company with Territorial Governor John Evans to ensure the signing of Bill 22 to incorporate the City. Mayor Spellman also added that Black Hawk’s first Mayor John Kenny was Dr. Judd’s son-in-law. The second ordinance passed was to adopt the City Seal, and now we know that the three devices represent the three mills those gentlemen owned: the Black Hawk Mill, the Eagle Mill and the Tiger Mill.

Mayor Spellman asked Executive Administrative Assistant Rebecca Blondo to come up to help him with the unveiling of an oil painting, painted by artist Matt Brownson, of the actual vignette that was on the original lithograph. It is a beautiful painting that will hang in Council Chambers.

Mayor Spellman then asked his mother, Dolores Spellman, to come up to help with the unveiling of the City Seal installed in Council Chambers. Deputy City Clerk Martin handed out a prepared Resolution by the Mayor, which he read for the record and is attached to these minutes.

He then asked City Council if they would like to be the City Council to modify, by ordinance, the City’s Corporate Seal by adding those two Latin phrases to the Seal at the next meeting or shortly thereafter. There was unanimous agreement.

He then went on to thank the following contributors:
Rebecca Blondo - art and graphic design
Ryan Blenker - computer keyboard and IT Coordinator
Rory Miller - installer extraordinaire
Michele Martin - meeting coordinator and keeper of the resolution
Cindy Linker, Sara Lang, and Janice Beecher - festivity coordinators and cake cutters
B. Resolution 34-2017, A Special Resolution

MOTION TO APPROVE  
Alderman Torres MOVED and was SECONDED by Alderman Moates to approve Resolution 34-2017, a Resolution Affirming the History of the John E. Dillingham Lithograph Entitled “View of Black Hawk Point”; the History of the Official Corporate Seal of the City of Black Hawk; and Ordaining the Latin Phrase “Noli Me Tangere” as the City’s Official Motto.

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

12. EXECUTIVE SESSION:  
There was no Executive Session.

13. ADJOURNMENT:  
The meeting was adjourned at the cutting of the cakes.

____________________________
Michele Martin  
Deputy City Clerk

____________________________
David D. Spellman  
Mayor
The special meeting of the City Council was called to order on Wednesday, May 3, 2017, at 10:30 a.m. by Mayor Spellman.

Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, and Moates.

Absent: Alderman Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Finance Director Hillis, Police Chief Cole, and Deputy City Clerk Martin.

Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

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

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

Deputy City Clerk Martin confirmed that no one had signed up to speak.

City Attorney Hoffmann recommended item number 2 for Executive Session as stated on the agenda.
MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 10:32 a.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 11:00 a.m.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

The open, regular session of the meeting resumed at 11:05 a.m.

6. ACTION ITEMS:

A. Resolution 35-2017, A Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Revised May 2017

Mayor Spellman read the title.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Johnson to approve Resolution Adopting the Revised Community Restoration and Preservation Guide to Programs, Revised May 2017.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

7. ADJOURNMENT:

Mayor Spellman declared the Special Meeting of the City Council closed at 11:06 a.m.

____________________________
Michele G. Martin
Deputy City Clerk

____________________________
David D. Spellman
Mayor
COUNCIL BILL 7
ORDINANCE 2017-7
AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE STATE OF COLORADO GOVERNOR’S OFFICE OF INFORMATION TECHNOLOGY (OIT) PUBLIC SAFETY COMMUNICATIONS NETWORK (PCSN) FOR A SHARED COMMUNICATIONS SITE
TITLE: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO GOVERNOR’S OFFICE OF INFORMATION TECHNOLOGY (OIT) PUBLIC SAFETY COMMUNICATIONS NETWORK (PCSN) FOR A SHARED COMMUNICATIONS SITE

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 Memorandum of Understanding between the City and the State of Colorado Governor’s Office of Information Technology (OIT) Public Safety Communications Network (PCSN) for a Shared Communications Site as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 10th day of May, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Michele G. Martin, Deputy City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Memorandum of Understanding between the City of Black Hawk and the State of Colorado Governor’s Office of Information Technology (OIT) Public Safety Communications Network (PSCN) for a shared Communications site/s in the State of Colorado.

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

MOTION TO APPROVE Council Bill #7 approving a Memorandum of Understanding between the City of Black Hawk and the State of Colorado Governor’s Office of Information Technology (OIT) Public Safety Communications Network (PSCN) for a Shared Communications Site.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The State of Colorado has State owned DTR radio equipment located at the Silver Gulch Radio Tower site, which is owned by the City of Black Hawk. Two (2) microwaves, one (1) located on the Silver Gulch tower site and the second located on the Miners Mesa Tower site were originally paid for by Homeland Security funds as part of the new regional VHF radio system. Black Hawk and the State of Colorado currently share the microwave system, which supports local, regional and state-wide emergency radio communications. The State is upgrading the entire State owned microwave system as part of their state-wide initiative to improve the reliability and redundancy of the DTRS system. State OIT will replace the existing microwaves at the Silver Gulch and Miner’s Mesa site with State owned microwaves and assume responsibility for maintaining them in the future. The State cannot upgrade the microwaves unless they have ownership of the microwaves. The City of Black Hawk will continue to use the microwave system for our local and regional VHF radio system as originally designed, but would no longer own the microwaves or be responsible for their maintenance. The City will be responsible for maintaining the two smaller microwaves; one located at the Police Department and the other at the Silver Gulch tower site. The Memorandum of Understanding between the City and the State outlines the conditions for replacing and maintaining the microwaves. This MOU will replace an existing MOU signed by the City of Black Hawk with the State of Colorado. In the previous MOU the City of Black Hawk retained ownership of the microwaves, but the State provided labor for maintaining them and we funded any parts. The new MOU will shift the entire burden of maintaining the microwaves to the State of Colorado.

AGENDA DATE: May 10, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [x] Yes [ ] No

STAFF PERSON RESPONSIBLE: Chief Stephen Cole
DOCUMENTS ATTACHED: Memorandum of Understanding between the City of Black Hawk, Colorado and the State if Colorado Governor’s Office if Information Technology (OIT)

RECORD:  [ ] Yes  [x] No

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

SUBMITTED BY: ____________________________

REVIEWED BY: ____________________________

Staff Name, Staff Title  Jack D. Lewis, City Manager
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BLACK HAWK, COLORADO

And

STATE OF COLORADO
GOVERNOR’S OFFICE OF INFORMATION TECHNOLOGY (OIT)
PUBLIC SAFETY COMMUNICATIONS NETWORK (PSCN)

For

SHARED COMMUNICATIONS SITE/s IN THE STATE OF COLORADO

1. Memorandum of Understanding (MOU):

This Memorandum of Understanding (MOU) is entered into this day of , 201__, by and among the City of Black Hawk, located at P.O. Box 68, 201 Selak Street, Black Hawk, CO. 80422, and the State of Colorado, Office of Information Technology, Public Safety Communications Network; 601 East 18th Avenue, Suite B100; Denver, Colorado 80203.

2. Purpose:

The City of Black Hawk, hereinafter referred to as the “City”, and the State, hereinafter referred to as the “State”, and collectively hereinafter referred to as the “Parties”, have entered into this MOU to set a framework for allowing the State to co-locate public safety communication equipment at one or more tower sites owned and operated by the City, and to share communication equipment for the support of public safety communications in the City of Black Hawk.

3. Statement of Mutual Interests and Benefits:

The State provides a public safety communications capability serving state agencies and participating federal and local government entities. As part of this responsibility, the State is seeking to improve reliability, redundancy and capacity of public safety communications in the City of Black Hawk. The City provides public safety communications for the City of Black Hawk and local government entities.

This MOU is designed to establish a cooperative relationship in the operation of a joint communication system and communications sites. The sharing of communications facilities are actions that may substantially reduce costs and enhance communications for State and City.

4. Cooperators Agree:

4.1 Each party shall be responsible for engineering, providing, installing, operating, and maintaining the necessary equipment within its own system, except as specified in Exhibits A and B, attached to this MOU.

4.2 Unless specifically authorized, neither Parties employees, representatives, contractors or agents shall add, remove, modify, adjust, alter, install, or otherwise touch appliances,
equipment or structures owned by the other Party without expressed written consent from the owner of the appliance, equipment or structure.

4.3 No future commercial use of tower sites will be permitted if such commercial use interferes with the operation of the City or State emergency communications system/s.

4.4 The parties will license and manage frequencies assigned to them in accordance with FCC regulations.

4.5 Parties shall coordinate to provide needed capacity in the form of facilities, antenna space, etc.

4.6 The State shall own, operate, maintain, and manage the State’s public safety microwave radio network connecting the Silver Gulch and Miner’s Mesa tower sites. The public safety microwave radio network is inclusive of microwave radios, antennas, rectifiers, batteries and associated equipment.

4.7 The State shall own, operate, maintain, and manage the State’s public safety Digital Trunked Radio System (hereinafter “DTRS”) equipment located at the Silver Gulch tower site.

4.8 Radio frequency interference caused or created by radio equipment owned, operated or maintained by either Party at the tower site/s shall be considered an immediate threat to public safety and shall be immediately resolved by the interfering Party. All costs associated with the identification of radio frequency interference shall be borne by the interfering Party. Should harmful interference occur to either party’s equipment, the City and State will work together to identify the source of interference. If the State’s equipment is determined to be the cause of interference, the State shall correct the problem and pay all costs associated with the remedy. If the City’s equipment is determined to be the cause of the interference, the City shall correct the problem and pay all costs associated with the remedy.

4.9 Each party shall notify the other party 48 hours in advance, when possible, should it become necessary to temporarily sever an interconnection or to interrupt a circuit elsewhere in its system that would affect the operation of the other party’s equipment or circuits.

4.10 State shall notify the City by calling the City police dispatch center prior to entry to the site/s. It is understood that the possibility of unforeseen circumstances creating a public safety emergency may preclude the ability to provide the requested 24-hour notice and immediate access to the site/s may be necessary.

4.11 The State shall be liable for losses arising from personal injury, death or property damage caused by the negligent or wrongful act or omission of any employee of OIT in accordance with the Colorado Government Immunity Act, §24-10-101 et seq., C.R.S., and Part 15, Article 30, Title 24, C.R.S.

4.12 The City shall be liable for losses arising from personal injury, death or property damage caused by the negligent or wrongful act or omission of any employee of the
City of Black Hawk in accordance with the Colorado Government Immunity Act, §24-10-101 et seq., C.R.S., and Part 15, Article 30, Title 24, C.R.S.

4.13 The City shall maintain and keep current all site property leases, rights-of-way, easements, permits, etc.

4.14 The City grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, towers, easements and rights-of-way to locate, install, inspect, test, operate, maintain, and remove, the equipment provided for in this MOU; provided that proper advance arrangements are made with the party owning such buildings, towers, easements and rights-of-way. This MOU does not grant any right, privilege, or interest in the land.

4.15 Upon City request, State will provide to the City a list of all frequency licenses issued by the National Telecommunications and Information Administration (‘NTIA’) or the Federal Communications Commission (‘FCC’) authorizing operation of State radio equipment at the site/s.

4.16 Upon City request, State will submit a list of names of employees, representatives, contractors or agents requiring possible access to a City Site.

5. **Non-Fund Obligation Document**

This instrument is neither a fiscal nor a funding obligation document. Any endeavor involving reimbursement or contribution of funds between parties will be outlined in separate agreements.

6. **No Third Party Beneficiary Rights:**

Except as otherwise stated, this MOU shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

7. **Terms of MOU:**

This MOU will become effective upon receipt of the last required signature and will remain in force for a period of ten (10) years or until terminated upon one hundred and eighty (180) days written notice to the other Party of the intent to terminate. Any participant may propose changes to this MOU during its term. Such changes will be in the form of an amendment and will become effective upon signature by all participants.

8. **Authorized Representatives of The Parties:**

8.1 Each party shall designate a representative who is authorized to act on its behalf with respect to those matters contained herein that are the functions and responsibilities of the authorized representatives of the parties. Any party may change the designation of its authorized representative upon oral notice given to the other, confirmed by written notice.

8.2 The authorized representatives shall not have the authority to change any of the terms or conditions of this MOU.
9. **Insurance:**

Each party shall at its sole cost and expense, maintain insurance on or self-insure its inventory, equipment, and all other property associated with this equipment against loss resulting from fire or other casualty.

10. **Control and Possession of Systems:**

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment and this MOU shall not be construed to grant any Party any rights of ownership, control, or possession of the other Parties’ systems or equipment, other than those which may be specifically set forth herein or in exhibits hereto.

11. **Non-dedication of Equipment:**

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as constituting a dedication by any Party of its rights, or equipment, or any part thereof, to the other Parties or any customer or member of the other Party.

12. **Uncontrollable Forces:**

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Either Party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

13. **Notices:**

Any notice, demand or request pursuant to this MOU herein shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid addressed to the other Party's principal offices.

Notices to the State shall be sent to State of Colorado, Office of Information Technology, Public Safety Communications Network; 601 East 18th Avenue, Suite B100; Denver, Colorado 80203.

Notices to the City shall be sent to the City of Black Hawk, City Manager, P.O. Box 68, 201 Selak, Black Hawk, Colorado 80422.
14. Waivers:

Any waiver at any time by a Party to this MOU of its rights with respect to a default or any other matter arising under or in connection with this MOU shall not be deemed to be a waiver with respect to any subsequent default or matter.

15. Binding Obligations:

All of the obligations set forth in this MOU shall bind the Parties and their successors and assigns, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

16. Effect of Section Headings:

Section heading titles appearing in this MOU are inserted for convenience only and shall not be construed as interpretations of text.

17. Governing Law:

This MOU shall be construed and interpreted in accordance with the Federal laws and laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties hereto have executed this MEMORANDUM of UNDERSTANDING

City of Black Hawk, Colorado

STATE OF COLORADO

John W. Hickenlooper, Governor
Governor's Office of Information Technology
Suma Nallapati, Secretary of Technology and State Chief Information Officer

By: ________________________________ By: ________________________________
Authorized Signatory Brenda Berlin, Chief Financial Officer

Name (Print) Title (Print)
Exhibit A

SILVER GULCH COMMUNICATIONS SITE
The City of Black Hawk

A. At the Silver Gulch site the City of Black Hawk Shall:
   1. Provide space on the City owned tower for installation of State DTRS linear antennas and microwave dish antennas. Microwave antennas will be installed at a location on the tower currently occupied by City owned microwave antennas, and on a ‘one-for-one’ basis.
   2. Maintain tower to industry standards.
   3. Provide space in the City owned building for all necessary State radio equipment as agreed upon by both parties. The equipment will include two 7 foot racks for DTR equipment, each rack with a footprint of 20” by 20 ½”, and two 7 foot racks for State microwave equipment with a footprint of 20” by 20 ½”. 
   4. Maintain building and air conditioning equipment.
   5. Provide electric utilities to power and sustain the equipment at the site.
   6. Maintain its own radios and associated equipment.
   7. As site manager, approve new users of the site.
   8. Establish MOU’s with new users.
   9. Provide and maintain backup generator to sustain equipment in the event of a commercial power outage, which includes fuel for the generator.

B. At the Silver Gulch site the State Shall:
   1. Operate, maintain, and manage State owned radios and associated equipment, including all DTRS voice communications equipment and all microwave network equipment.
   2. Remove City owned Alcatel MDR8000 microwave radio, antennas and ancillary equipment communicating with the Miners Mesa site. All City owned microwave equipment remains the property of the City. When removed by the State, City owned equipment will be returned to the City for reuse or disposal, as the City deems proper.
   3. Purchase and install new microwave radios, antennas and ancillary equipment communicating with the Miners Mesa site.
   4. Provide the City with bandwidth equal to one DS3 circuit on the State microwave network. The State agrees to negotiate in good faith for future bandwidth capacity needs realized by the City, as those needs are identified.
   5. Provide monitoring of all microwave connectivity and notify the City of any trouble alarms on the City hop to Black Hawk PD.
   6. Provide DTRS voice communications capabilities through the Silver Gulch site for the City of Blackhawk. The City is responsible for providing its own end user radio subscriber equipment.
Exhibit B

MINERS MESA COMMUNICATIONS SITE
The City of Black Hawk

A. At the Miners Mesa site the City of Black Hawk Shall:
   1. Provide space on the City owned tower for installation of State microwave dish antennas. Microwave antennas will be installed at a location on the tower currently occupied by City owned microwave antennas, and on a ‘one-for-one’ basis.
   2. Maintain tower to industry standards.
   3. Provide space in the City owned building for all necessary State radio equipment as agreed upon by both parties. The equipment will include two 7 foot racks for DTR equipment, each rack with a footprint of 20” by 20 ½”.
   4. Maintain building and air conditioning equipment.
   5. Provide electric utilities to power and sustain the equipment at the site.
   6. Maintain its own radios and associated equipment.
   7. As site manager, approve new users of the site.
   8. Establish MOU’s with new users.
   9. Provide and maintain backup generator to sustain equipment in the event of a commercial power outage, which includes fuel for the generator.

B. At the Miners Mesa site the State shall:
   1. Remove City owned Alcatel MDR8000 microwave radios, antennas and ancillary equipment communicating with the Silver Gulch, Dakota and Squaw Mountain sites. All City owned microwave equipment remains the property of the City. When removed by the State, City owned equipment will be returned to the City for reuse or disposal, as the City deems proper.
   2. Purchase and install new microwave radios, antennas and ancillary equipment communicating with the Silver Gulch, Dakota and Squaw Mountain sites.
   3. Own, operate, maintain, and manage State owned microwave radios, antennas, and associated equipment communicating to the Silver Gulch, Dakota and Squaw Mountain sites.
   4. Provide the City with bandwidth equal to one DS3 circuit on the State microwave network. The State agrees to negotiate in good faith for future bandwidth capacity needs realized by the City, as those needs are identified.
COUNCIL BILL 8
ORDINANCE 2017-8
AN ORDINANCE REPEALING
AND REENACTING SECTION
1-111 OF THE CITY OF
BLACK HAWK MUNICIPAL
CODE MODIFYING AND
DECLARING THE CITY’S
CORPORATE SEAL
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB8

ORDINANCE NUMBER: 2017-8

TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 1-111 OF THE CITY OF BLACK HAWK MUNICIPAL CODE MODIFYING AND DECLARING THE CITY’S CORPORATE SEAL

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

Section 1. Section 1-111 of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 1-111. Corporate Seal.

(a) Legislative Findings. The City Council hereby makes the following legislative findings:

(1) In 1862, John J. Pratt and Bela S. Buell produced a lithographed map entitled Map of the Gold Regions in the Vicinity of Central City, Gilpin County, Colorado Territory and upon said map egregiously and affrontingly identified the nascent community of Black Hawk Point as Enterprise; and,

(2) John E. Dillingham was the accomplished young artist who sketched the Colorado Territorial scenes which adorn the border of the Pratt and Buell map. Dillingham, during this same time period, also created a crayon sketch of Black Hawk Point; and,

(3) William L. Lee, Dr. Fredrick H. Judd, and Mylo Lee were the owners of the largest, best equipped, and most impressive quartz stamp mill in the gold regions of the Colorado Territory, known as the Black Hawk Mill, said mill being located in the heart of Black Hawk Point; and,

(4) Because Lee, Judd, and Lee were determined and committed to ensuring the community surrounding their mill would be known as Black Hawk Point and not Enterprise, they became the subscribers or benefactors for Dillingham to have a lithograph produced of his crayon sketch which would be entitled "View of Black Hawk Point". Being astute and sagacious businessmen Lee, Judd, and Lee realized the
significant marketing value and influence just such a lithograph would have in advancing future investment and community growth within Black Hawk Point; and,

5. Lee, Judd, and Lee instructed Dillingham to fashion a vignette at the bottom of the Black Hawk Point lithograph which although cryptic, would upon keen observation definitively reveal whom the artist subscribers were. Whereupon, Dillingham very cleverly and wittily designed a vignette which included an American Indian, an eagle, and a tiger, which devices symbolized the three mills owned by Lee, Judd, and Lee; the Black Hawk, the Eagle, and the Tiger, all located within Black Hawk Point. Dillingham inscribed his work "Respectfully dedicated to the subscribers by the artist"; and,

6. Lee, Judd, and Lee aptly instructed Dillingham to surmount the vignette with the Latin word "PERSEVERANDO" to establish certitude and make prominent to the general public that Black Hawk Point would persevere, push forward, and be preserved; and,

7. Lee, Judd, and Lee wanted to admonish Pratt and Buell and their supporters from hindering and impeding the future of Black Hawk Point, therefore they instructed Dillingham to include within the vignette the Latin phrase "NOLI ME TANGERE", which translates into do not meddle, or do not interfere, or do not tread on me; and,

8. The admonishment from Lee, Judd, and Lee was heeded, for other than the egregious and affronting Pratt and Buell map, all forthcoming maps would signify Black Hawk Point or Black Hawk; and,

9. John E. Dillingham's lithograph of Black Hawk Point met with rave reviews, becoming a focal marketing piece for Lee, Judd, and Lee as well as other business leaders in Black Hawk Point, bolstering growth, investment, and civic pride in the nascent community; and,

10. On March 11, 1864, Black Hawk Point was incorporated as The City of Black Hawk, making Black Hawk the second oldest incorporated city in the State of Colorado. On April 19, 1864, the vignette on the Black Hawk Point lithograph served as the archetype and was ordained as the official corporate seal for The City of Black Hawk; and,

11. Ordaining the vignette as the City seal was the second ordinance passed by the inaugural city council thereby acknowledging the gratitude, respect, and admiration the citizens of Black Hawk held for William L. Lee, Dr. Frederick H. Judd, and Mylo Lee; and,
(12) From time to time since 1862, extraneous forces have sought to hinder and impede or criticize and condemn, what is in the best interest of The City of Black Hawk; and,

(13) The indomitable spirit and unwavering pride and commitment that existed in Black Hawk from its establishment as a mining camp is as prevalent today as it was at that time; and,

(14) The City of Black Hawk now desires to admonish, in true historical and traditional Black Hawk character, any future extraneous forces from attempting to hinder or impede what is in the best interest of The City of Black Hawk.

(b) Corporate seal declared. A seal, the impression of which is described as follows: On the right, an Indian with a spear, war shield and club, with a tiger crouched behind; on the left, an eagle grasping the American shield and a sprig of laurel; in the center, a stream of water with a quartz mill on the left bank and mountains in the background; the whole surmounted by the inscription "City of Black Hawk, Colorado," and the Latin word "PERSEVERANDO" shall surmount the devices and the Latin phrase "NOLI ME TANGERE" shall be beneath the devices, and the same is hereby is declared to be the seal of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 10th day of May, 2017.

____________________________________
David D. Spellman, Mayor

ATTEST:

____________________________________
Michele G. Martin, Deputy City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Modify the City’s Corporate Seal

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

MOTION TO APPROVE Council Bill 8, An Ordinance Repealing and Reenacting Section 1-111 of the City of Black Hawk Municipal Code Modifying and Declaring the City’s Corporate Seal

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
After the presentation given by the Mayor at the April 19, 2017 City Council meeting in recognition of the 153rd anniversary of the City’s Corporate Seal, Council unanimously agreed to put forth an Ordinance to modify the City Seal to add the Latin word “PERSERVERANDO” above and the Latin phrase “NOLI ME TANGERE” below the seal.

AGENDA DATE: May 10, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: Preservation Fund

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: Reviewed by:
Michele Martin, Deputy City Clerk
Jack D. Lewis, City Manager
LOCAL LIQUOR LICENSE AUTHORITY

CONSIDERATION OF A NEW TAVERN LIQUOR LICENSE FOR JE TAVERN, INC. DBA JE TAVERN AT THE GILPIN, 111 MAIN STREET, UNIT A, BLACK HAWK, COLORADO
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Licensing Authority Public Hearing for a new Tavern Liquor License for JE Tavern at the Gilpin at 111 Main Street, Unit A.

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

MOTION TO APPROVE the request for a new Tavern Liquor License for JE Tavern, Inc. dba JE Tavern at the Gilpin at 111 Main Street, Unit A.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 16, 2017, the City Clerk’s office received an application for a new tavern liquor license for JE Tavern, Inc. dba JE Tavern at the Gilpin. The tavern will be located at the Gilpin Casino, 111 Main Street, Unit A. It was deemed complete on March 23, 2017.

On April 5, 2017, the Local Liquor Licensing Authority reviewed the application and set the boundaries of the neighborhood and set the date of May 10, 2017 for the public hearing providing the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

On May 2, 2017, the Gilpin Casino received approval from the Liquor Enforcement Division for a permanent modification to remove a portion of their second floor from their current Hotel/Restaurant Liquor License. This is where JE Tavern at the Gilpin will be located. The Gilpin Casino and the Canyon Casino were the two licensees that made up the Horseshoe Gilpin Inc. Promotional Association. With the closing of the Canyon Casino, the Gilpin is proposing this new tavern become the second licensee it needs to create the Gilpin Association, Inc. Promotional Association – also being heard May 10.

On April 27, 2017, a Notice of Public Hearing was posted on the property.

On April 27, 2017, Notice of Public Hearing was published in the Weekly Register Call.

On April 28, 2017, the petitioner submitted documentation supporting the facts and evidence required for the Public Hearing.

Per Black Hawk Municipal Code, Sec. 6-64, the Local Liquor Licensing Authority shall consider the following:

- The facts and evidence of the investigation;
- The reasonable requirements of the neighborhood for the type of liquor license for which application has been made, including reference to the number, type and availability of liquor outlets in or near the neighborhood under consideration;
- The desires of the adult inhabitants of the neighborhood as evidenced by petitions, remonstrances or otherwise;
- The use of additional law enforcement resources; and
• Other pertinent facts and evidence affecting the qualification of the applicant.

AGENDA DATE: May 10, 2017

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Michele Martin, Deputy City Clerk

DOCUMENTS ATTACHED: Needs Assessment, Support Documentation, and Redacted application

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Michele Martin, Deputy City Clerk
Jack D. Lewis, City Manager
JE Tavern at The Gilpin Reasonable Requirements and Needs Assessment

As the Council is aware, there are many licensed liquor establishments in Black Hawk, the premier gaming destination in the State of Colorado. These establishments are an amenity to the casinos in The City and are an integral part of the entertainment experience. Many permitted Promotional Associations have been created to legally permit the sale and consumption of alcohol for periods of up to 24 hours per day. JE Tavern at The Gilpin will be a member along with The Gilpin Casino, of The Gilpin Association, which if approved by The City of Black Hawk City Council, will be one of such Promotional Associations.

The Gilpin Casino, a related party to JE Tavern at The Gilpin, did an analysis of headcounts and revenues by hour comparing times when alcohol is served to time when alcohol service ceases. In headcount terms we measured headcounts at 2am and then again at 4am to determine the decreases in player count between those two times. The Gilpin saw a decrease in player counts greater than 30% between those hours. This amounts of an average of 20 players per night that are leaving when liquor service ceases. The average value of a patron is approximately $54/per trip. Our average trip length per guest is two and a half hours which means that each guest has a value of $21.60 per hour. If, as a result of increased liquor service hours, we are able to extend the visit of these guests who are here at 2am the incremental revenue would be as much as $432 per hour (20 guests x $21.60). Extrapolating this hourly value out over the course of a year with the hours that are proposed (2am to 7am on Monday, Friday, Saturday and Sunday) shows an increase in gaming revenue of $314,500. There may be breakage to this number that reduces it but on the other hand it does not account for guests visiting the market more frequently. JE Tavern, as part of The Gilpin Association, intends to market this guest benefit aggressively in the general market which should lend itself to more traffic from new and returning guests.

The Gilpin Casino and the Canyon Casino both conducted surveys on their gaming floors in the past to gauge guest response to the question of whether they like the idea of extended hours of liquor service. There was not a single guest that was against the idea. Below are some of the comments that were received:

“I think it would be a good idea for customers and for business.” -Rita Cooper–player’s card #272096

“I think that adding alcohol service 24 hours a day at The Canyon Casino would add an extra benefit to the services you already provide. If people do stay up here 24 hours it’s for a vacation or a getaway and having it available is ideal not only to us but for your business…” -Craig Yardley –player’s card #10019104

“Most patrons at night would like to play later after 2am and serving liquor would be a very good idea to encourage more play etc.” –Patricia Martin –player card #257332

“I think it’s a great idea to serve alcohol later. I would most likely exclusively visit Black Hawk and The Gilpin.” –Brandon Sirois –player card #332600

No additional law enforcement resources will be required in Black Hawk as a result of the licensing of JE Tavern at The Gilpin and no incidents requiring law enforcement assistance have been reported at either The Lodge Association or the Horseshoe Gilpin, Inc., two existing Promotional Associations.
To whom it may concern,

I wish to express my support for the issuance of a tavern liquor license to JE Tavern at The Gilpin, located at 111 Main Street, in the City of Black Hawk. I certify that I am at least 21 years old and live or work in the City of Black Hawk.
Michele G. Martin

From: WildCardCa@aol.com
Sent: Friday, April 28, 2017 3:55 PM
To: Michele G. Martin
Subject: GIVE GILPIN CASINO TAVERN LICENSE.

We are in support of giving a tavern liquor license to JE Tavern at the Gilpin Casino at 111 Main Street, Black Hawk, Colorado. We are all 21 years of age.

Tony Lorenz
Jeff Lorenz
Brittany Martinez
Edward Smith
Shirley Smith all employees of the Wild Card Saloon.
## Colorado Liquor

### Retail License Application

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

<table>
<thead>
<tr>
<th>Section A</th>
<th>Nonrefundable Application Fees</th>
</tr>
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<tbody>
<tr>
<td>Application Fee for New License</td>
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<tr>
<td>Application Fee for New License w/Concurrent Review</td>
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<tr>
<td>Application Fee for Transfer</td>
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<tr>
<th>Section B</th>
<th>Liquor License Fees</th>
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</thead>
<tbody>
<tr>
<td>Add Optional Premises to H &amp; R</td>
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<tr>
<td>Add Related Facility to Resort Complex</td>
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### Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

**Do not write in this space - For Department of Revenue use only**

<table>
<thead>
<tr>
<th>Liability Information</th>
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<tbody>
<tr>
<td>License Account Number</td>
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Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

<table>
<thead>
<tr>
<th>Items submitted, please check all appropriate boxes completed or documents submitted</th>
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</thead>
<tbody>
<tr>
<td><strong>I. Applicant Information</strong></td>
</tr>
<tr>
<td>☐ A. Applicant-Licensee identified</td>
</tr>
<tr>
<td>☐ B. State sales tax license number listed or applied for at time of application</td>
</tr>
<tr>
<td>☐ C. License type or other transaction identified</td>
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<tr>
<td>☐ D. Return originals to local authority</td>
</tr>
<tr>
<td>☐ E. Additional information may be required by the local licensing authority</td>
</tr>
<tr>
<td>☑ F. All sections of the application need to be completed</td>
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</tbody>
</table>

| **II. Diagram of the premises** |
| ☑ A. No larger than 8 1/2" X 11" |
| ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) |
| ☐ C. Separate diagram for each floor (if multiple levels) |
| ☑ D. Kitchen - identified if Hotel and Restaurant |
| ☑ E. Bold/Outlined Licensed Premises |

| **III. Proof of property possession (One Year Needed)** |
| ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk |
| ☑ B. Lease in the name of the applicant (or) (matching question #2) |
| ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant |
| ☐ D. Other agreement if not deed or lease. (matching question #2) |
| | (Attach prior lease to show right to assumption) |

| **IV. Background information and financial documents** |
| ☑ A. Individual History Records(s) (Form DR 8404-l) |
| ☐ B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) |
| ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license |
| ☐ D. List of all notes and loans (Copies to also be attached) |

| **V. Sole proprietor/husband and wife partnership (if applicable)** |
| ☐ A. Form DR 4679 |
| ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant |

| **VI. Corporate applicant information (if applicable)** |
| ☑ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office |
| ☑ B. Certificate of Good Standing |
| ☐ C. Certificate of Authorization if foreign corporation |
| ☐ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent) |

| **VII. Partnership applicant information (if applicable)** |
| ☐ A. Partnership Agreement (general or limited). Not needed if husband and wife |
| ☐ B. Certificate of Good Standing (If formed after 2009) |

| **VIII. Limited Liability Company applicant information (if applicable)** |
| ☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) |
| ☐ B. Certificate of Good Standing |
| ☐ C. Copy of operating agreement |
| ☐ D. Certificate of Authority if foreign company |

| **IX. Manager registration for Hotel and Restaurant, Tavern and Lodging & Entertainment licenses when included with this application** |
| ☑ A. $75.00 fee |
| ☑ B. Individual History Record (DR 8404-l) |
| ☐ C. If owner is managing, no fee required |
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No ☐ ☑

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
   (a) Been denied an alcohol beverage license?
   (b) Had an alcohol beverage license suspended or revoked?
   (c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? Waiver by local ordinance? Other:

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>10,000)?

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<10,000)?

13a. For additional Retail Liquor Store only: Was your Retail Liquor Store License issued on or before January 1, 2016?

13b. Are you a Colorado resident?

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and any current financial interest in said business including any loans to or from a licensee. Secure Attach a Receipt

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?

   ☐ Ownership ☑ Lease ☐ Other (Explain in Detail)

   a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

   Landlord
   The Gilpin Casino, LLC
   Tenant
   JE Tavern, Inc.
   Expires 03/10/2020

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

   ☐ Has a local ordinance or resolution authorizing optional premises been adopted?

18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

   (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?

19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

   (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
   (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
   (c) How long has the club been incorporated?
   (d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

   (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

21. For all on-premises applicants:

   a. Hotel and Restaurant, Lodging and Entertainment or Tavern License, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.

   b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name None First Name Date of Birth FEIN or SSN Interest/Percentage
Last Name First Name Date of Birth FEIN or SSN Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

22. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado?

   If yes, provide name, type of license and account number.
Name  

Type of License  

Account Number  

23. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.

24. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>DOB</th>
<th>Position</th>
<th>Managing Entity</th>
<th>%Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacobs Entertainment, Inc</td>
<td>17301 W Colfax Ave #250, Golden, CO 80401</td>
<td>N/A</td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John East Jr.</td>
<td>Home Address, City &amp; State</td>
<td></td>
<td>President</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box.

☑ Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

** Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

Printed Name and Title  

Date

3/27/17

Date application filed with local authority

Initial Appearance, April 5, 2017

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☑ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

☐ Date of inspection or anticipated date

☑ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

The foregoing application has been examined, and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.

Local Licensing Authority for

City of Black Hawk

Telephone Number

303-582-2221

☐ Town, City

☐ County

Signature

Print  

Title  

Date

Signature

Print  

Title  

Date
THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

JE TAVERN INC
dba JE TAVERN
240 MAIN STREET UNIT A
BLACK HAWK CO 80422

ALCOHOL BEVERAGE LICENSE

<table>
<thead>
<tr>
<th>Liquor License Number</th>
<th>License Expires at Midnight</th>
</tr>
</thead>
<tbody>
<tr>
<td>4705074</td>
<td>August 27, 2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAVERN (CITY)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Beverages</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALT, VINOUS, AND SPIRITUOUS</td>
</tr>
</tbody>
</table>

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 7/5/2016 KNP

Patrick Manley
Division Director

Barbara J. Brohe
Executive Director
This is to certify, that JE TAVERN INC dba JE TAVERN of the City of Black Hawk of the State of Colorado, having applied for a License to sell Malt, Vinous, and Spirituous Liquors, and having paid to the City Treasurer the required fees, therefore, the above applicant is hereby licensed to sell Malt, Vinous, and Spirituous Liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Tavern at 240 Main Street, Unit A in the City of Black Hawk, Colorado for a period beginning on the 28th day of August 2016, and ending on the 27th day of August 2017, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statues, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 18th day of July 2016.

ATTEST:

Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO

David D. Spellman, Mayor
Removed from Lic Premise
New Tavern License
Common Consumption Area
State of Colorado
Department of Revenue

ALCOHOL BEVERAGE LICENSE

MODIFICATION OF PREMISES PERMIT

Permanent

Licensee Name
GILPIN HOTEL CASINO

Liquor License Number
12211590000

License Type
HOTEL & RESTAURANT (CITY)

Location of Modified Premises
111 MAIN AT
BLACK HAWK, CO  80422

Approval Date
05/02/2017

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This permit is nontransferable and shall be conspicuously posted with the Alcohol Beverage License issued to the licensee above, until a new or renewal license is issued. Any questions concerning this permit should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand.  5/2/17 LSS

Patrick McNulty
Division Director

Barbara E. Broke
Executive Director
**Individual History Record**

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; principal officers of a corporation, directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license.

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. **Name of Business**
   - JE Tavern at The Gilpin

2. **Your Full Name (last, first, middle)**
   - Politano, Stanley

3. **List any other names you have used**
   - _STAN POLITANO_

4. **Mailing address (if different from residence)**
   - Email Address
   - _spolitano@bhwk.com_

5. **List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)**

<table>
<thead>
<tr>
<th>Street and Number</th>
<th>City, State, Zip</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confidential</td>
<td>Confidential</td>
<td>1977</td>
<td>Present</td>
</tr>
</tbody>
</table>

6. **List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)**

<table>
<thead>
<tr>
<th>Name of Employer or Business</th>
<th>Address (Street, Number, City, State, Zip)</th>
<th>Position Held</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
</table>

7. **List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.**

<table>
<thead>
<tr>
<th>Name of Relative</th>
<th>Relationship to You</th>
<th>Position Held</th>
<th>Name of Licensee</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. **Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)**

   - _Yes _ No

9. **Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)**

   - _Yes _ No
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

- [ ] Yes
- [x] No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

- [ ] Yes
- [ ] No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

- [ ] Yes
- [ ] No

### Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Date of Birth</td>
<td>[ ]</td>
</tr>
<tr>
<td>b. Social Security Number</td>
<td>[ ]</td>
</tr>
<tr>
<td>c. Place of Birth</td>
<td>[ ]</td>
</tr>
<tr>
<td>d. U.S. Citizen</td>
<td>[ ] Yes [ ] No</td>
</tr>
<tr>
<td>e. If Naturalized, state where</td>
<td>[ ]</td>
</tr>
<tr>
<td>f. When</td>
<td>[ ]</td>
</tr>
<tr>
<td>g. Name of District Court</td>
<td>[ ]</td>
</tr>
<tr>
<td>h. Naturalization Certificate Number</td>
<td>[ ]</td>
</tr>
<tr>
<td>i. Date of Certification</td>
<td>[ ]</td>
</tr>
<tr>
<td>j. If Alien, Give Alien’s Registration Card Number</td>
<td>[ ]</td>
</tr>
<tr>
<td>k. Permanent Residence Card Number</td>
<td>[ ]</td>
</tr>
<tr>
<td>l. Height</td>
<td>[ ]</td>
</tr>
<tr>
<td>m. Weight</td>
<td>[ ]</td>
</tr>
<tr>
<td>n. Hair Color</td>
<td>Brown</td>
</tr>
<tr>
<td>o. Eye Color</td>
<td>Brown</td>
</tr>
<tr>
<td>p. Gender</td>
<td>Male</td>
</tr>
<tr>
<td>q. Race</td>
<td>Caucasian</td>
</tr>
<tr>
<td>r. Do you have a current Driver’s License/ID?</td>
<td>[ ] Yes [ ] No</td>
</tr>
<tr>
<td>s. Number</td>
<td>[ ]</td>
</tr>
<tr>
<td>t. State</td>
<td>Colorado</td>
</tr>
</tbody>
</table>

14. Financial Information.

- [a] Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ estimated: $2,500

- [b] List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ None

  - If corporate investment only please skip to and complete section (d)
  - Section b should reflect the total of sections c and e

- [c] Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [d] Provide details of the corporate investment described in 14a. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Loans</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>None</td>
<td>CHECKING</td>
<td>U.S. BANK</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

- [e] Loan Information (Attach copies of all notes or loans)

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Address</th>
<th>Term</th>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorizing Officer: Stanley Politano

Print Signature: Stanley Politano

Title: Manager

Date: 3-13-17
Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership; and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business
   JE TAVERN, INC

2. Your Full Name (last, first, middle)
   John Ralph East Jr.

3. List any other names you have used
   John East

4. Mailing address (if different from residence)

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)

   Yes ☐ No ☐

   SEE ATTACHMENT A

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)

   Yes ☐ No ☐
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes [ ] No [x]  

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

Yes [x] No [ ]

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes [ ] No [x]

---

### Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

#### a. Date of Birth  

- [ ] If Naturalized, state where
- [ ] When
- [ ] Name of District Court

#### Height

- [ ] m. Weight
- [ ] Hair Color
- [ ] Eye Color
- [ ] Gender
- [ ] Race
- [ ] Do you have a current Driver's License? If yes, give number and state.

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.

$5,000.00

b. List the total amount of the personal investment made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $5,000.00

- If corporate investment only please skip to and complete section (d)
- Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type of Investment</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, Services</td>
<td>CASH</td>
<td>CASH</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

---

d. Provide details of the corporate investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type of Investment</th>
<th>Loans</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, Services</td>
<td>CHECKING</td>
<td>CASH</td>
<td>U.S. BANK</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

---

e. Loan information (Attach copies of all notes or loans)

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Address</th>
<th>Term</th>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature: [John East]
Print Signature: [John East]
Title: [ ]
Date: 1/1/15

---

042115CG
ATTACHMENT A

Gilpin Casino LLC dba Gilpin Casino-111 Main St. Black Hawk CO 80422; The license held is a Hotel Restaurant License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President)

Lodge Casino LLC dba The Lodge Casino-240 Main St. Black Hawk CO 80422; The license held is a Hotel Restaurant License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President)

Gold Dust Reno LLC dba Gold Dust West Reno- 444 Vine St. Reno NV 89505; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Carson LLC dba Gold Dust West Carson-2171 E. Williams St, Carson City NV 89701; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Elko LLC dba Gold Dust West Elko-1660 Mountain City Highway, Elko NV 89801; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)
LEASE

THIS LEASE, dated March 10, 2017, is between The Gilpin Casino, LLC, the Landlord, and JE Tavern, Inc., the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, as follows:

111 Main Street, Unit A, Black Hawk, Colorado 80422

Property Address

Legal Description

Said premises, with the appurtenances, are to be leased to the Tenant from March 10, 2017, until March 10, 2020, at and for a rental of $1.00/yearly, payable in advance on the 1st day of each and every month during the term of this lease.

The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant’s own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month’s rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that if case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) months after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlord’s option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant’s right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord’s lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord’s duty to mitigate such damages. Pursuant to applicable law (13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.) which is incorporated by this reference, in the event repeated or substantial defect(s) under the lease occur, the Landlord may terminate the Tenant’s possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

*Insert “City and” where applicable
This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Insurance Coverage. The Lodge Casino, LLC will carry appropriate general liability and liquor liability insurance to JE Tavern, Inc. as a condition of this Lease Agreement and shall pay all costs and expenses associated with the insurance coverage.

Landlord: The Gilpin Casino, LLC
Tenant: JE Tavern, Inc.
Address: 111 Main Street, Black Hawk, CO 80422
Address: 111 Main Street #A, Black Hawk, CO 80422

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: ____________________________

ASSIGNMENT AND ACCEPTANCE

For value received ____________________________, assignor, assigns all right, title and interest in and to the within lease to ____________________________, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignee will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: ____________________________

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to ____________________________ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated: ____________________________

No. 114. (Page 2 of 3)
LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to ____________________________ my interest in the within lease, and the rent therein reserved.

Dated: ____________________________
SPECIAL MEETING
OF
THE BOARD OF DIRECTORS
OF
JE TAVERN, INC.
(AMENDED 4/24/2017)

DATE: March 9, 2017

THE UNDERSIGNED, constituting all of the members of the Board of Directors of JE Tavern, Inc., a Colorado corporation (the "Corporation"), in accordance with Section 7-108-202 of the Colorado Business Corporation Act, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the Secretary of State on June 5, 2015, and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the Bylaws attached hereto and incorporated by reference herein be and the same are hereby declared to be the Bylaws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as directors and officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until the first annual meeting of the Board of Directors, and until their respective successors shall be elected and qualified:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN EAST</td>
<td>President/Director/Treasurer</td>
</tr>
<tr>
<td>JOHN EAST</td>
<td>Vice President</td>
</tr>
<tr>
<td>JOHN EAST</td>
<td>Secretary</td>
</tr>
</tbody>
</table>

RESOLVED: That the seal of the Corporation shall consist of a circular impression bearing around the outside rim the words "JE Tavern, Inc.," the word "Colorado," and in the center the date June 5, 2015."
Corporately Minutes for JE Tøtern, Inc.

Page 2

RESOLVED: That the **Wells Fargo Bank** be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank, attached to these Minutes and incorporated herein, be and the same are hereby unanimously adopted and approved.

RESOLVED: That the Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That the proper officer of the Corporation cause to be prepared appropriate books and records with respect to the capital stock of the Corporation, in which shall be recorded, among other things, the names and addresses of the stockholders and the number of shares held by each.

RESOLVED: That the Corporation elect to qualify as a S corporation pursuant to Sub Chapter S of the Internal Revenue Code of 1986, provided that the stockholders of the Corporation approve unanimously such election, and that the proper officer of the Corporation file all forms and undertake all action necessary to effectuate such election.

RESOLVED: That the Corporation issue the following number of shares of Common Stock to the following below named individuals upon payment, by check or in cash, to the Corporation by such individuals of the amounts of money set forth opposite his or her name:

<table>
<thead>
<tr>
<th>Name</th>
<th>No. of Shares</th>
<th>Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacobs Entertainment, Inc.</td>
<td>100</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

RESOLVED: That any and all actions taken or contracts entered into heretofore by a promoter, officer or director for the Corporation, either as a promoter, officer or director, as well as any and all actions taken or contracts entered into by said
persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our signatures the day and year first above written.

Stanley Politano
Jacobs Entertainment, Inc.
By: Stanley Politano
     Executive Vice President
Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

JE Tavern, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address
240 Main Street

Black Hawk CO 80422

United States

Mailing address
PO Box 50

Black Hawk CO 80422

United States

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
Dill Robert A

Street address
Dill Dill Carr Stonbraker&Hutchings
455 Sherman St, Ste 300

Denver CO 80203

Mailing address

(Caution: Do not provide both an individual and an entity name.)
4. The true name and mailing address of the incorporator are

Name
(if an individual)  East John
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address
PO Box 50
(Street number and name or Post Office Box information)

Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)

United States
(Country)

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☐ The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are ___/___/___ hour:minute am/pm.

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.
8. The true name and mailing address of the individual causing the document to be delivered for filing are

<table>
<thead>
<tr>
<th>Overton</th>
<th>Michele</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Last)</td>
<td>(First)</td>
</tr>
<tr>
<td>Dill</td>
<td>(Middle)</td>
</tr>
<tr>
<td>Carr</td>
<td>(Suffix)</td>
</tr>
<tr>
<td>Stonbraker &amp; Hutchings</td>
<td></td>
</tr>
<tr>
<td>455 Sherman St. Ste 300</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Denver</th>
<th>CO 80203</th>
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</thead>
<tbody>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td>United States</td>
<td>(ZIP/Postal Code)</td>
</tr>
</tbody>
</table>

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user’s legal, business or tax advisor(s).
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

JE Tavern, Inc.

is a

Corporation

formed or registered on 06/05/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151376889.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2017 that have been posted, and by documents delivered to this office electronically through 03/22/2017 @ 14:53:23.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2017 @ 14:53:23 in accordance with applicable law. This certificate is assigned Confirmation Number 10145098.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2017 @ 14:53:23 in accordance with applicable law. This certificate is assigned Confirmation Number 10145098.

Secretary of State of the State of Colorado

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, shall hold a public hearing concerning a new Tavern Liquor License for JE Tavern, Inc. dba JE Tavern at the Gilpin located at 111 Main Street, Unit A, Black Hawk, CO 80422. The date the completed application was received by the City Clerk’s office was March 23. John East is the President/Director/Treasurer, Vice President, and Secretary of JE Tavern, Inc. located at 240 Main Street, Black Hawk, CO 80422.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, May 10, 2017 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES
MAY ATTEND

Melissa A. Greiner
City Clerk
LOCAL LIQUOR AUTHORITY
CONSIDERATION OF THE CERTIFICATION OF A PROMOTIONAL ASSOCIATION AND COMMON CONSUMPTION AREA FOR THE GILPIN ASSOCIATION, INC.
CITY OF BLACK HAWK  
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Licensing Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for The Gilpin Association, Inc.

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

MOTION TO APPROVE Certification of a Promotional Association and Common Consumption Area for The Gilpin Association, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Promotional Association/Common Consumption Area Certification application was received by the Clerk’s office on March 16, 2017. The application has been found complete and is included in the packet.

The Gilpin Casino and the Canyon Casino were the two licensees that made up the Horseshoe Gilpin Inc. Promotional Association. With the closing of the Canyon Casino, the Gilpin is proposing the new tavern application before Council May 10 (JE Tavern at the Gilpin) become the second licensee it needs to create the Gilpin Association, Inc. Promotional Association. The Horseshoe Gilpin Inc. Promotional Association has become null and void.

On May 2, 2017, the Gilpin Casino received approval from the Liquor Enforcement Division for a permanent modification to remove a portion of their second floor from their current Hotel/Restaurant Liquor License. This is where JE Tavern at the Gilpin and the Common Consumption Area will be located.

The Gilpin Association, Inc. has met all the requirements for a Promotional Association. Staff has reviewed this application and recommends approval. Per C.R.S. § 12-47-301(11)(c) a Local Licensing Authority must properly certify a Promotional Association to operate a Common Consumption Area.

If approved, staff is required to submit DR 8482 to the State Licensing Authority within fifteen (15) days of any changes to the existing Entertainment District, including a list of the licensed premises attached to the Common Consumption Area, map of the area, and the hours of operation and consumption for the licensed premises and Common Consumption Area.

AGENDA DATE: May 10, 2017

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Michele Martin, Deputy City Clerk

DOCUMENTS ATTACHED: Application Packet
RECORD:  [ ]Yes  [ X ]No

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

SUBMITTED BY:  

Michele Martin, Deputy City Clerk

REVIEWED BY:  

Jack D. Lewis, City Manager
NEW □ Renewal □ (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area’s hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/COMMON CONSUMPTION AREA CERTIFICATION REQUEST

| Promotional Association Name (exactly as it appears on incorporation documentation): |
| THE GILPIN ASSOCIATION, INC. |

| Description of Common Consumption Area Boundaries: (attach map) |
| ATACHED AS EXHIBIT A |

| Mailing Address of Promotional Association: |
| PO BOX 50, Black Hawk, CO 80422 |

| President of the Promotional Association: |
| Gilbert Garcia |

| Phone Number: | E-mail Address: |
| 303-582-1771 | JGarcia@BHUK.com |

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- ✔ $100 for Initial Application Fee and Renewal
- ✔ $100 for attachment of a Licensed Premises by a Certified Promotional Association
- ✔ Copy of the Articles of Incorporation and Bylaws
- ✔ List of all Directors and Officers of the Promotional Association
- ✔ Written Security Plan
  - A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.
- ✔ Map drawn to scale
  - A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.
- ✔ List of dates and hours of operation of the Common Consumption Area
Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;

- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;

- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;

- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;

- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;

- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.

- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5)
Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by January 31st of each year

Please mark below which days and hours the Common Consumption Area will be open and operational:

<table>
<thead>
<tr>
<th></th>
<th>Monday</th>
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<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
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</table>

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.
Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling, and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.

[Signature]

Authorized Signature

3/13/17

Date

Report and Approval of the Local Liquor Licensing Authority

[Signature]

Chairman of Liquor Licensing Authority

[Signature]

City Clerk

Date

Date
Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

The Gilpin Association Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

<table>
<thead>
<tr>
<th>Street address</th>
<th>131 Main Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Hawk</td>
<td>CO 80422</td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td>United States</td>
<td>(Province - if applicable)</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>CO 80422</td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td>United States</td>
<td>(Country)</td>
</tr>
</tbody>
</table>

Mailing address
(leave blank if same as street address)

<table>
<thead>
<tr>
<th>PO Box 50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Hawk</td>
</tr>
<tr>
<td>(City)</td>
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<tr>
<td>United States</td>
</tr>
</tbody>
</table>

3. The registered agent name and registered agent address of the corporation's initial registered agent are

<table>
<thead>
<tr>
<th>Name</th>
<th>Dill Robert A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if an individual)</td>
<td>(Last) (First) (Middle)</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>(if an entity)</td>
<td></td>
</tr>
<tr>
<td>(Caution: Do not provide both an individual and an entity name.)</td>
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<table>
<thead>
<tr>
<th>Street address</th>
<th>Dill Dill Carr Stonbraker&amp;Hutchings</th>
</tr>
</thead>
<tbody>
<tr>
<td>455 Sherman St Ste 300</td>
<td></td>
</tr>
<tr>
<td>Denver</td>
<td>CO 80203</td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td>(ZIP/Postal Code)</td>
<td></td>
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Mailing address
(leave blank if same as street address)

<table>
<thead>
<tr>
<th>(Street number and name or Post Office Box information)</th>
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<tr>
<th>(City)</th>
<th>(State)</th>
<th>(ZIP/Postal Code)</th>
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</table>
The following statement is adopted by marking the box.

☑️ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

<table>
<thead>
<tr>
<th>Name</th>
<th>Politano</th>
<th>Stan</th>
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<tbody>
<tr>
<td>(if an individual)</td>
<td>(Last)</td>
<td>(First)</td>
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<td>or</td>
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<tr>
<td>(Caution: Do not provide both an individual and an entity name.)</td>
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Mailing address

<table>
<thead>
<tr>
<th>PO Box 50</th>
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<table>
<thead>
<tr>
<th>Black Hawk</th>
<th>CO 80422</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td></td>
<td>(ZIP/Postal Code)</td>
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</tbody>
</table>

(Province - if applicable) United States (Country)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☐ The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

☐ The delayed effective date and, if applicable, time of this document is/are [mm/dd/yyyy hour:minute am/pm]

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.
8. The true name and mailing address of the individual causing the document to be delivered for filing are

Overton Michele
(Last) (First) (Middle) (Suffix)
Dill Dill Carr Stonbraker&Hutchings
(Surname and name or Post Office Box information)
455 Sherman St Ste 300
(City) (State) (ZIP/Postal Code)
Denver CO 80203
(Province - if applicable) United States

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user’s legal, business or tax advisor(s).
Statement of Change
Changing the Principal Office Address
filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

   Entity ID number 20171194174
   (Colorado Secretary of State ID number)

   Entity name or True name The Gilpin Association Inc.

2. The entity’s principal office address has changed.
   Such address, as changed, is

   Street address 111 Main Street
   (Street number and name)

   Black Hawk CO 80422
   (City) (State) (ZIP/Postal Code)

   United States
   (Country)

   Mailing address
   (leave blank if same as street address)

   (Street number and name or Post Office Box Information)

   (City)
   (State)
   (ZIP/Postal Code)

   (Province – if applicable)
   (Country)

3. (If applicable, adopt the following statement by marking the box and include an attachment.)
   □ This document contains additional information as provided by law.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)
   (If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
   The delayed effective date and, if applicable, time of this document are _____________________________ (mm/dd/yyyy hour:minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in
conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

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<thead>
<tr>
<th>Last</th>
<th>First</th>
<th>Middle</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overton</td>
<td>Michele</td>
<td></td>
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</tr>
</tbody>
</table>

Dill Dill Carr Stonbraker & Hutchings

455 Sherman St Ste 300

Denver CO 80203

(Province - if applicable) United States

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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BYLAWS
OF
THE GILPIN ASSOCIATION, INC.
(A Promotional Association Formed Pursuant to 12-47-301 C.R.S. and Black Hawk Ordinance No. §6-531 et seq)

ARTICLE I
OFFICES

A. PRINCIPAL OFFICE. The Principal office of the Corporation in the State of Colorado shall be located in the City of Black Hawk, County of Gilpin. The Corporation may have such other offices, either within or outside of the State of Colorado as the Board of Directors may designate, or as the business of the Corporation may require from time to time.

B. REGISTERED OFFICE. The Registered Office of the Corporation, required by the Colorado Business Corporation Act to be maintained in the State of Colorado, may be, but need not be, identical with the Principal Office in the State of Colorado, and the address of the Registered Office may be changed from time to time by the Board of Directors.

C. PURPOSE. The Purpose of this Promotional Association is to promote entertainment activities in a Common Consumption Area in the City of Black Hawk and within the Entertainment District as defined by the City of Black Hawk in §6-531. The Promotional Association will provide, in addition to articles of incorporation and by-laws identifying the directors and officers of the Promotional Association, the following information: a) A detailed map of the proposed Common Consumption Area including the size of the Common Consumption Area as defined by §6-535 of the Ordinances of the City of Black Hawk; b) A Security Plan identifying the location of various security personnel; c) The dates and hours of operation of the Common Consumption Area; d) Documentation showing possession of the area to be used for common consumption by the Promotional Association; e) A list of attached liquor licensees forming the Promotional Association; f) Proof of general and liquor liability insurance, naming the City of Black Hawk as an additional insured; and g) Documentation concerning the reasonable requirements of the neighborhood and desires of the inhabitants for the Promotional Association Common Consumption Area. The Promotional Association will operate the Premises known as Common Consumption Areas in conformance with Ordinance §6-538 of the Black Hawk City Code.
ARTICLE II
SHAREHOLDERS

A. ANNUAL MEETING.

1. The Annual Meeting of the Shareholders shall be held on the _1st_ day of _July_ in each year, commencing with the year 2015, at the hour of 9:00 a.m., or at such other time on such other day as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as may be convenient.

2. A Shareholder may apply to the district court in the county in Colorado where the Corporation's Principal Office is located or, if the Corporation has no principal office in Colorado, to the district court of the county in which the Corporation's Registered Office is located, to seek an order that a Shareholder meeting be held (i) if an annual meeting was not held within six (6) months after the close of the Corporation's most recently ended fiscal year or fifteen (15) months after its last Annual Meeting, whichever is earlier, or (ii) if the Shareholder participated in a proper call or, if proper demand for a special meeting and notice of the special meeting was not given within thirty (30) days after the date of the call, or the date the last of the demands necessary to require calling of the meeting was received by the Corporation pursuant to C.R.S, § 7-107-102(1)(b), or the special meeting was not held in accordance with the notice.

B. SPECIAL MEETINGS. Special Meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President upon the receipt of one or more written demands for a Special Meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

C. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or outside of the State of Colorado, as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors. If no designation is
made, or if a Special Meeting be otherwise called, the place of meeting shall be the Principal Office of the Corporation in the State of Colorado.

D. NOTICE OF MEETINGS.

1. Written notice stating the place, day and hour of the meeting of Shareholders and, in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or other person calling the meeting, to each Shareholder of record entitled to vote at such meeting; provided, however, that if the number of authorized shares is to be increased, at least thirty (30) days' notice shall be given.

2. Notice of a Special Meeting shall include a description of the purpose or purposes of the meeting. Notice of an Annual Meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the Articles of Incorporation of the Corporation, (ii) a merger or share exchange in which the Corporation is a party, and, with respect to a share exchange, in which the Corporation's shares will be acquired, (iii) a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all the property of the Corporation or of another entity which this Corporation controls, in each case with or without the goodwill, (iv) a dissolution of the Corporation, or (v) any other purpose for which a statement of purpose is required by the Colorado Business Corporation Act.

3. Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the Shareholder at his address as it appears in the Corporation's current record of Shareholders, with postage prepaid. If notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective on the date received by the Shareholder.
4. If requested by the person or persons lawfully calling such meeting, the notice shall be given at corporate expense.

5. When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new, date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which may have been transacted at the original meeting. If the adjournment is for more than one hundred twenty (120) days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting as of the new record date.

6. A Shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by each Shareholder. Such waiver shall be delivered to the Corporation for filing with the corporate records. Further, by attending a meeting either in person or by proxy, a Shareholder waives objection to lack of notice or defective notice of the meeting unless the Shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the Shareholder also waives any objection to consideration in the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Shareholder objects to considering the matter when it is presented.

7. No notice need be sent to any Shareholder if three (3) successive notices mailed to the last known address of such Shareholder have been returned as undeliverable until such time as another address for such Shareholder is made known to the Corporation by such Shareholder. In order to be entitled to receive notice of any meeting, a Shareholder shall advise the Corporation in writing of any change in such Shareholder's mailing address as shown on the Corporation's books and records.

E. **MEETING OF ALL SHAREHOLDERS.** If all of the Shareholders shall meet at any time and place, either within or outside of the State of Colorado, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.
F.  CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any distribution, or in order to make a determination of Shareholders for any other purpose, the Board of Directors of the Corporation may provide that the share transfer books shall be closed for a stated period but not to exceed, in any case, seventy (70) days. If the share transfer books shall be closed for the purpose of determining Shareholders, entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the share transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than seventy (70) days and, in case of a meeting of Shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the share transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a distribution, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof unless the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting, in which case the Board of Directors shall make a new determination as provided in this section.

G.  VOTING RECORD.

1.  The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before such meeting of Shareholders, a complete record of the Shareholders entitled to vote at such meeting of Shareholders or any adjournment thereof, arranged by voting groups and within each voting group by class or series of shares, in alphabetical order within each class or series, with the address of and the number of shares held by each Shareholder in each class or series. For a period beginning the earlier of ten (10) days before the meeting for which the record was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, the record shall be kept on file at the Principal Office of the Corporation or at a place identified in the notice of the meeting in the city where the meeting will be held, whether within or
outside of the State of Colorado, and shall be subject to inspection by any Shareholder upon written demand at any time during usual business hours. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

2. The original stock transfer books shall be the *prima facie* evidence as to who are the Shareholders entitled to examine the record or transfer books or to vote at any meeting of Shareholders.

H. QUORUM.

1. A majority of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, constitutes a quorum of that voting group for action on that matter. If no specific voting group is designated in the Articles of Incorporation or under the Colorado Business Corporation Act for a particular matter, all outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a voting group. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed one hundred twenty (120) days without further notice. However, if the adjournment is for more than one hundred twenty (12) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting.

2. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Shareholders whose absence would cause there to be less than a quorum.

I. MANNER OF ACTING. If a quorum is present, an action is approved if the votes cast favoring the action exceed the votes cast within the voting group opposing the action and such action shall be the act of the Shareholders, unless the vote of a greater proportion or number or voting by groups is otherwise required by the Colorado Business Corporation Act, the Articles of Incorporation, or these Bylaws.

J. PROXIES.
1. At all meetings of Shareholders, a Shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his or her duly authorized attorney-in-fact. A Shareholder may also appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the Shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form or similar writing shall be filed with the Secretary of the Corporation and is valid for eleven (11) months unless a different period is expressly provided in the appointment form or similar writing.

2. Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

3. Revocation of a proxy does not affect the right of the Corporation to accept the proxy's authority unless (i) the Corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. Other notice of revocation may, in the discretion of the corporation, be deemed to include the appearance at a Shareholder's meeting of the Shareholder who granted the proxy and his or her voting in person on any matter subject to a vote at such meeting.

4. The death or incapacity of the Shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

5. The Corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the Shareholder (including a Shareholder who is a successor to the Shareholder who granted the proxy) either
personally or by his or her attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the Shareholder to another person not to revoke the appointment.

K. VOTING OF SHARES. Unless otherwise provided by these Bylaws or the Articles of Incorporation, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders, and each fractional share shall be entitled to a corresponding fractional vote on each such matter. Only shares are entitled to vote.

L. VOTING OF SHARES BY CERTAIN SHAREHOLDERS.

1. If the name on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a Shareholder, the Corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the Shareholder.

2. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a Shareholder, the Corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the Shareholder if:

   a. The Shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

   b. The name signed purports to be that of an administrator, executor, guardian or conservator representing the Shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

   c. The name signed purports to be that of a receiver or trustee in bankruptcy of the Shareholder and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;
d. The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the Shareholder and, if the Corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the Shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

e. Two (2) or more persons are the Shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

f. The acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the Corporation that are not inconsistent with this Section 2.L.

3. The Corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Shareholder.

4. Neither the Corporation nor any of its directors, officers, employees, or agents who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

5. Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders of the redemption price on surrender of the shares.

M. ACTION BY SHAREHOLDERS WITHOUT A MEETING.

1. Unless the Articles of Incorporation or these Bylaws provide otherwise, action required or permitted to be taken at a meeting of Shareholders may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Shareholder entitled to vote and delivered to the Secretary of the
Corporation for inclusion in the minutes or for filing with the corporate records. Action taken under this Section is effective when all Shareholders entitled to vote have signed the consent, unless the consent specifies a different effective date.

2. Any such writing may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy thereof, including a copy of the signature thereto. The Shareholder so transmitting such a writing shall furnish an original of such writing to the Corporation for the permanent record of the Corporation, but the failure of the Corporation to receive or record such original writing shall not affect the action so taken.

3. The record date for determining Shareholders entitled to take action without a meeting shall be the date the written consent is first received by the Corporation.

N. VOTING BY BALLOT. Voting on any question or in any election may be by voice vote unless the presiding Officer shall order or any Shareholder shall demand that voting be by ballot.

O. NO CUMULATIVE VOTING. No Shareholder shall be permitted to cumulate his or her votes.

P. WAIVER OF NOTICE.

1. When any notice is required to be given to any Shareholder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

2. The attendance of a Shareholder at any meeting shall constitute a waiver of notice, waiver of objection to defective notice of such meeting, or a waiver of objection to the consideration of a particular matter at the Shareholder meeting unless the Shareholder, at the beginning of the meeting, objects to the holding of the meeting, the transaction of business at the meeting, or the consideration of a particular matter at the time it is presented at the meeting.

Q. NO PARTICIPATION BY ELECTRONIC MEANS. Shareholders must be present in person or proxy at any Annual or Special Shareholder's meetings, and shall not be
permitted to participate in such a meeting by telephone conference or similar communications.

**ARTICLE III**

**BOARD OF DIRECTORS**

A. **GENERAL POWERS.** The business and affairs of the Corporation shall be managed by its Board of Directors.

B. **PERFORMANCE OF DUTIES.** A Director of the Corporation shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs 1., 2., and 3 of this Section 3.B.; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her other duties shall not have any liability by reason of being or having been a Director of the Corporation. Those persons and groups on whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

2. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

3. A committee of the Board upon which he or she does not serve, duly designated in accordance with the provision of the Articles of Incorporation or the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

C. **NUMBER, TENURE AND QUALIFICATIONS.**
1. The number of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors, but in no instance shall there be less than one Director. Each Director shall hold office until the next Annual Meeting of Shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of the State of Colorado or Shareholders of the Corporation.

2. There shall be a Chairman of the Board, who has been elected from among the Directors. He or she shall preside at all meetings of the Stockholders and of the Board of Directors.

D. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the Annual Meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

E. SPECIAL MEETINGS. Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix at any place, either within or without the State of Colorado, as the place for holding any Special Meeting of the Board of Directors called by them.

F. NOTICE. Written notice of any Special Meeting of Directors shall be given as follows:

1. By mail to each Director at his business address at least two (2) days prior to the meeting; or

2. By personal delivery, facsimile or telegram at least twenty-four (24) hours prior to the meeting to the business address of each Director, or in the event such notice is given on a Saturday, Sunday or holiday, to the residence address of each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when a confirmation of the transmission of the facsimile has been received by the sender. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.
3. Any Director may waive notice of any meeting.

4. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Neither the business to be transacted at, nor the purpose of, any regular or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6. When any notice is required to be given to a Director, a waiver thereof in writing signed by such Director, whether before, at or after the time stated therein, shall constitute the giving of such notice.

G. QUORUM. A majority of the number of Directors fixed by or pursuant to Section 3.B. of this Article III, or if no such number is fixed, a majority of the number of Directors in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

H. MANNER OF ACTING. Except as otherwise required by law or by the Articles of Incorporation, the affirmative vote of the majority of the Director present at a meeting at which a quorum is present shall be the act of the Board of Directors.

I. INFORMAL ACTION BY DIRECTORS OR COMMITTEE MEMBERS. Unless the Articles of Incorporation or these Bylaws provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors or any committee designated by said Board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all Directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consent has the same force and effect as an unanimous vote of the Directors or committee members and may be stated as such in any document.
J. PARTICIPATION BY ELECTRONIC MEANS. Any members of the Board of Directors or any committee designated by such Board may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

K. VACANCIES.

1. Any vacancy on the Board of Directors may be filled by the affirmative vote of a majority of the Shareholders or the Board of Directors. If the Directors remaining in office constitute fewer than a quorum of the Board, the Directors may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

2. If elected by the Directors, the Director shall hold office until the next annual Shareholders' meeting at which Directors are elected. If elected by the Shareholders, the Director shall hold office for the unexpired term of his or her predecessor in office; except that, if the Director's predecessor was elected by the Directors to fill a vacancy, the Director elected by the Shareholders shall hold the office for the unexpired term of the last predecessor elected by the Shareholders.

3. If the vacant office was held by a Director elected by a voting group of Shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the Shareholders, and, if one or more of the remaining Directors were elected by the same voting group, only such Directors are entitled to vote to fill the vacancy if it is filled by the Directors.

L. RESIGNATION. Any Director of the Corporation may resign at any time by giving written notice to the Secretary of the Corporation. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.
M. REMOVAL. Subject to any limitations contained in the Articles of Incorporation, any Director or Directors of the Corporation may be removed at any time, with or without cause, in the manner provided in the Colorado Business Corporation Act.

N. COMMITTEES. By resolution adopted by a majority of the Board of Directors, the Directors may designate two (2) or more Directors to constitute a committee, any of which shall have such authority in the management of the Corporation as the Board of Directors shall designate and as shall be prescribed by the Colorado Business Corporation Act and Article XI of these Bylaws.

O. COMPENSATION. By resolution of the Board of Directors and irrespective of any personal interest of any of the Members, or the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

P. PRESUMPTION OF ASSENT.

1. A Director of the Corporation who is present at a meeting of the Board of Directors or committee of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

   a. the Director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

   b. the Director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the Minutes of the meeting; or

   c. the Director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the Corporation promptly after the adjournment of the meeting. A Director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board of Directors or a committee of the Board shall not be available to a Director who voted in favor of such action.
ARTICLE IV
OFFICERS

A. NUMBER. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom must be a natural person who is eighteen (18) years or older and shall be elected by the Board of Directors. Such other officers and assistants officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

B. ELECTION AND TERM OF OFFICE. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. REMOVAL AND RESIGNATION.

1. Any officer or agent may be removed by the Board of Directors at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

2. An officer or agent may resign at any time by giving written notice of resignation to the Secretary of the Corporation. The resignation is effective when notice is received by the Corporation unless the notice specifies a later effective date.

D. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

E. PRESIDENT. The President shall be the Chief Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall, when present, and in the absence of a Chair of the Board, preside at all meetings of the Shareholders and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer
of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

F.  VICE PRESIDENT. If elected or appointed by the Board of Directors, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall, in the absence of the President or in the event of his or her death, inability or refusal to act, perform all duties of the President, and when so acting, shall have all the powers of and be subject all the restrictions upon the President. Any Vice President may sign, with the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

G.  SECRETARY. The Secretary shall:

1. Prepare and maintain as permanent records the minutes of the proceedings of the Shareholders and the Board of Directors, a record of all actions taken by the Shareholders or Board of Directors without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation, and a record of all waivers of notice and meetings of Shareholders and of the Board of Directors or any committee thereof.

2. Ensure that all notices are duly given in accordance with the provisions of these Bylaws and as required by law.

3. Serve as custodian of the corporate records and of the seal of the Corporation and affix the seal to all documents when authorized by the Board of Directors.

4. Keep at the Corporation's registered office or principal place of business a record containing the names and addresses of all Shareholders in a form that permits
preparation of a list of Shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series held by, each Shareholder, unless such a record shall be kept at the office of the Corporation's transfer agent or registrar.

5. Maintain at the Corporation's principal office the originals or copies of the Corporation's Articles of Incorporation, Bylaws, Minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three years, all written communications within the past three (3) years to Shareholders as a group or the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the Corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the Corporation's assets and liabilities and results of operations for the last three (3) years.

6. Have general charge of the stock transfer books of the Corporation, unless the Corporation has a transfer agent.

7. Authenticate records of the Corporation.

8. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The Directors and/or Shareholders may however respectively designate a person other than the Secretary or Assistant Secretary to keep the Minutes of their respective meetings.

9. Any books, records, or minutes of the Corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

H. TREASURER. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;

2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the
Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V. of these Bylaws.

3. In general, perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

I. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the Chair or Vice Chair of the Board of Directors or the President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

J. BONDS. If the Board of Directors, by resolution shall so require, any officer or agent of the Corporation shall give bond to the Corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

K. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

A. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

B. LOANS. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.
C. **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

D. **DEPOSITS.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**ARTICLE VI**

**SHARES, CERTIFICATES FOR SHARES AND TRANSFER OFF SHARES**

A. **REGULATION.** The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the Corporation, including the appointment of transfer agents and registrars.

B. **SHARES WITHOUT CERTIFICATES.**

1. Unless otherwise provided by the Articles of Incorporation or these Bylaws, the Board of Directors may authorize the issuance of any of its classes or series of shares without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation.

2. Within a reasonable time following the issue or transfer of shares without certificates, the Corporation shall send the Shareholder a complete written statement of the information required on certificates by the Colorado Business Corporation Act.

C. **CERTIFICATES FOR SHARES.**

1. If shares of the Corporation are represented by certificates, the certificates shall be respectively numbered serially for each class of shares, or series thereof, as they are issued, shall be impressed with the corporate seal or a facsimile thereof, and shall be signed by the Chair or Vice Chair of the Board of Directors or by the President or a Vice President and by the Treasurer or an Assistant Treasurer or by the Secretary or an Assistant Secretary; provided that such signatures may be facsimile if the certificates countersigned by a transfer agent, or registered by a registrar other than the Corporation itself or its
employee. Each certificate shall state the name of the Corporation, the fact that the Corporation is organized or incorporated under the laws of the State of Colorado, the name of the person to whom issued, the date of issue, the class (or series of any class), and the number of shares represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the Corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any Shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed.

2. The Corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The Corporation may, but shall not be obligated to, issue scrip in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors.

D. CANCELLATION OF CERTIFICATES. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and canceled, except as herein provided with respect to lost, stolen or destroyed certificates.

E. LOST, STOLEN OR DESTROYED CERTIFICATES. Any Shareholder claiming that his certificate for shares is lost, stolen or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Secretary of the Corporation, accompanied by a signed application for a new certificate. Thereupon, and upon giving of a satisfactory bond of indemnity to the Corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the President and Treasurer of the Corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen or destroyed.

F. TRANSFER OF SHARES. Subject to the terms of any Shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares.
Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the Corporation, a transfer of shares can be made only on the books of the Corporation and in the manner hereinabove provided, and the Corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not is shall have express or other notice thereof, save as expressly provided by the statutes of the State of Colorado.

**ARTICLE VII**  
**FISCAL YEAR**

The fiscal year of the Corporation shall end on the last day of December in each calendar year.

**ARTICLE VIII**  
**DISTRIBUTIONS**

The Board of Directors may from time to time declare, and the Corporation may pay, distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Colorado Business Corporation Act and its Articles of Incorporation.

**ARTICLE IX**  
**CORPORATE SEAL**

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "CORPORATE SEAL."

**ARTICLE X**  
**AMENDMENTS**

The Board of Directors shall have power, to the maximum extent permitted by the Colorado Business Corporation Act, to make, amend and repeal the Bylaws of the Corporation at any regular or special meeting of the Board unless the Shareholders, in making, amending, or repealing a particular Bylaw, expressly provide that the Directors may not amend or repeal such Bylaw. The Shareholders also shall have the power to make,
amend or repeal the Bylaws of the Corporation at any annual meeting or at any special meeting called for that purpose.

ARTICLE XI
EXECUTIVE COMMITTEE

A. APPOINTMENT. The Board of Directors by resolution adopted by a majority of the full Board, may designate two (2) or more of its members to constitute an Executive Committee. The designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

B. AUTHORITY. The Executive Committee, when the Board of Directors is not in session, shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the Executive Committee and except also that the Executive Committee shall not have the authority of the Board of Directors in reference to authorizing distributions, filling vacancies on the Board of Directors, authorizing reacquisition of shares, authorizing and determining rights for shares, amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Shareholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation.

C. TENURE AND QUALIFICATIONS. Each member of the Executive Committee shall hold office until the next regular annual meeting of the Board of Directors following his or her designation and until his or her successor is designated as a member of the Executive Committee and is elected and qualified.

D. MEETINGS. Regular meetings of the Executive Committee may be held without notice at such time and places as the Executive Committee may fix from time to time by resolution. Special meetings of the Executive Committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the Executive Committee at his or her business address. Any member of the Executive Committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends
in person. The notice of a meeting of the Executive Committee need not state the business proposed to be transacted at the meeting.

E. QUORUM. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive Committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

F. INFORMAL ACTION BY EXECUTIVE COMMITTEE. Any action required or permitted to be taken by the Executive Committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Executive Committee entitled to vote with respect to the subject matter thereof.

G. VACANCIES. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the full Board of Directors.

H. RESIGNATIONS AND REMOVAL. Any member of the Executive Committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

I. PROCEDURE. The Executive Committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE XII
EMERGENCY BYLAWS

A. The Emergency Bylaws provided in this Article XII shall be operative during any emergency in the conduct of the business of the Corporation resulting from a catastrophic event that prevents the normal functioning of the offices of the Corporation, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of
Incorporation of the Corporation or in the Colorado Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

B. During any such emergency:

1. A meeting of the Board of Directors may be called by any officer or director of the Corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

2. At any such meeting of the Board of Directors, a quorum shall consist of the number of Directors in attendance at such meeting.

3. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices, or authorize the officers to do so.

4. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

5. No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

6. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the Shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE
3. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices, or authorize the officers to do so.

4. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

5. No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

6. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the Shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of twenty-five (25) pages, including this page, constitute the Bylaws of THE GILPIN ASSOCIATION, INC., adopted by the Board of Directors of the Corporation as of 3.13.2017, 2017.

[Signature]

Secretary
SPECIAL MEETING
OF
THE BOARD OF DIRECTORS
OF
THE GILPIN ASSOCIATION, INC. (A Promotional Association)

DATE: 13th day of March 2017

THE UNDERSIGNED, constituting all of the members of the Board of Directors of The Lodge Association, Inc., a Colorado corporation (the "Corporation"), in accordance with Section 7-108-202 of the Colorado Business Corporation Act, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the Secretary of State on March 9, 2017, and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the Bylaws attached hereto and incorporated by reference herein be and the same are hereby declared to be the Bylaws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as directors and officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until the first annual meeting of the Board of Directors, and until their respective successors shall be elected and qualified:

Gilbert Garcia - Director/Treasurer/Vice-President
T. Alan Roberts - Co-Director / Secretary

RESOLVED: That the seal of the Corporation shall consist of a circular impression bearing around the outside rim the words "The Gilpin Association, Inc.," the word "Colorado," and in the center the date March 9, 2017."
RESOLVED: That the _Wells Fargo Bank_ be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank, attached to these Minutes and incorporated herein, be and the same are hereby unanimously adopted and approved.

RESOLVED: That the Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That the proper officer of the Corporation cause to be prepared appropriate books and records with respect to the capital stock of the Corporation, in which shall be recorded, among other things, the names and addresses of the stockholders and the number of shares held by each.

RESOLVED: That the Corporation elect to qualify as a S corporation pursuant to Sub Chapter S of the Internal Revenue Code of 1986, provided that the stockholders of the Corporation approve unanimously such election, and that the proper officer of the Corporation file all forms and undertake all action necessary to effectuate such election.

RESOLVED: That the Corporation issue the following number of shares of Common Stock to the following below named individuals upon payment, by check or in cash, to the Corporation by such individuals of the amounts of money set forth opposite his or her name:
**Corporate Minutes for The Gilpin Association, Inc.**

**Page 3**

<table>
<thead>
<tr>
<th>Name</th>
<th>No. of Shares</th>
<th>Consideration</th>
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</tr>
<tr>
<td>The Gilpin Casino, LLC</td>
<td>500</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

RESOLVED: That any and all actions taken or contracts entered into heretofore by a promoter, officer or director for the Corporation, either as a promoter, officer or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our signatures the day and year first above written.

---

Director/Treasurer
By: ________________________________

Co-Director
By: ________________________________
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</tbody>
</table>

RESOLVED: That any and all actions taken or contracts entered into heretofore by a promoter, officer or director for the Corporation, either as a promoter, officer or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our signatures the day and year first above written.

[Signatures]

Director/Treasurer
By:

Co-Director
By:
Gilpin Casino and JE Tavern security plan

Beginning May 11th and continuing every week, the Entertainment District Gilpin Association Inc. will run between the hours of

- 2am – 7am Monday mornings
- 2am – 7am Tuesday mornings
- 2am - 7am Wednesday mornings
- 2am – 7am Thursday mornings
- 2am – 7am Friday mornings
- 2am – 7am Saturday mornings
- 2am – 7am Sunday mornings

During the hours of 2am – 7am, the following additional security measures will be in effect.

- Additional signage will be added to doors to ensure alcohol does not leave licensed premise.
- Security staff will incorporate the Entertainment District common consumption area into their floor sweeps at least 2 times per hour.
  - While there is no security personnel in the common consumption area, surveillance will be monitoring for any guest activity.
  - All casino employees will monitor that any alcohol served from one licensee is not brought on to the other property.
- All liquor from each establishment will be in clearly identifiable plastic cups with Entertainment District and licensee logo.
- All non-alcoholic drinks will be served in glassware clearly distinguishable from the cups used for alcohol service.
- Verification of alcohol training will be maintained by both casino at all times and will be made available upon request.
LEASE

THIS LEASE, dated March 10, 2017, is between The Gilpin Casino, LLC, the Landlord, and JE Tavern, Inc., the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the City of Black Hawk in the County of Gilpin, State of Colorado, as described as follows:

111 Main Street, Unit A, Black Hawk, Colorado 80422

Property Address
S. 7 T. 36 R. 72W Subd. BLACK HAWK Block 017 Lot 001 THRU Lot 005, Subd. BLACK HAWK Block 035 Lot 011 AND Lot 012 (250FT OF LT 5, 111 FT OF LT 11)

Legal Description
Said premises, with the appurtenances, are to be leased to the Tenant from March 10, 2017, until March 10, 2020, at and for a rental of $1.00 per year payable in advance.

Installments of $1.00, in advance, on or before the 1st day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further agrees to keep the premises in a good and clean and orderly condition as when same were entered upon by the Tenant and to keep and maintain the same in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the City or Town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rents the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

*Insert "City and" where applicable
This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Insurance Coverage. The Lodge Casino, LLC will carry appropriate general liability and liquor liability insurance to JE Tavern, Inc. as a condition of this Lease Agreement and shall pay all costs and expenses associated with the insurance coverage.

Landlord: The Gilpin Casino, LLC  Tenant: JE Tavern, Inc.
Address: 111 Main Street, Black Hawk, CO 80422  Address: 111 Main Street #A, Black Hawk, CO 80422

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: __________________________

ASSIGNMENT AND ACCEPTANCE

For value received __________________________, assignor, assigns all right, title and interest in and to the within lease to __________________________, assignee, the heirs, successors and assigns of the assignor, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: __________________________

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to __________________________ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated: __________________________
LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to

my interest in the within lease, and the rent therein reserved.

Dated:

________________________________________
Michele:

As you and I discussed earlier today, there were two items needed to complete our application:

1. List of the attached licensees, of which there will be a minimum of two (2), and list the following information:
   a. Liquor License number-The Gilpin Casino---a copies of The Gilpin’s Colorado and Black Hawk licenses are attached------JE Tavern at the Gilpin-license is PENDING
   b. List of any past liquor violations—none that I am aware of
   c. Copy of any operational agreements—Provided in the Bylaws of The Gilpin Association, which you have.
2. Documentation of how the application addressed the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise.—please see the attached.

I believe this completes the information necessary for the Promotional Association application.

If you need anything additional, please do not hesitate to contact me.

Thank you very much for all your help with this process.

Stan

Stanley Politano
Executive Vice President
Jacobs Entertainment, Inc.
17301 West Colfax Ave., Suite 250
Golden, Colorado 80401
spolitano@bhwk.com
Office-303-215-5200
Direct-303-215-5202
Cell-303-929-9120

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.
STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

THE GILPIN CASINO, LLC
dba GILPIN HOTEL CASINO
111 MAIN AT
BLACK HAWK CO 80422

ALCOHOL BEVERAGE LICENSE

<table>
<thead>
<tr>
<th>Liquor License Number</th>
<th>License Expires at Midnight</th>
</tr>
</thead>
<tbody>
<tr>
<td>12211590000</td>
<td>November 21, 2017</td>
</tr>
</tbody>
</table>

License Type
HOTEL & RESTAURANT (CITY)

Authorized Beverages
MALT, VINOUS, AND SPIRITUOUS

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 9/16/2016 MAT

Division Director
Executive Director
This License must be posted in public view.

This license expires November 21, 2017

Renewal

State of Colorado

City of Black Hawk

Retail liquor license

For: Hotel/Restaurant

To sell at retail malt, vinous & spirituous liquor

This is to certify, that the The Gilpin Casino, LLC dba Gilpin Hotel Casino of the State of Colorado, having applied for a license to sell malt, vinous, and spirituous liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars ($175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% alcohol by weight by the drink for consumption on the premises as Hotel/Restaurant at 111 Main Street in the City of Black Hawk, Colorado for a period beginning on the 22nd day of November 2016, and ending on the 21st day of November 2017, unless this license is revoked sooner as provided by law. This license is issued subject to the laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statues, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

In testimony whereof, the City Council has hereunto subscribed its name by its officers duly authorized this 3rd day of October 2016.

Attest:

Melissa A. Greiner, City Clerk

The City Council of the City of Black Hawk, Colorado

David D. Spellman, Mayor
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2017

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

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

PRODUCER
Flood and Peterson
PO Box 578
Greeley, CO 80632

INSURED
Jacobs Entertainment, Inc.
17301 West Colfax Avenue
Suite 250
Golden, CO 80401

COVERSAGES CERTIFICATE NUMBER: 2016-2017

COLUMNS CERTIFICATE

<table>
<thead>
<tr>
<th>INVESTIGATION LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY END (MM/DD/YYYY)</th>
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<tr>
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<td>9/1/2016</td>
<td>9/1/2017</td>
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<tr>
<td>B</td>
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<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<td>9/1/2017</td>
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<tr>
<td>A</td>
<td>LIQUOR LIABILITY</td>
<td>96304021R9325N816</td>
<td>9/1/2016</td>
<td>9/1/2017</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/Locations/Vehicles

N/A

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
K Case, CIC, CPSR/APR

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ACORD 25 (2014/01)

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INS025 (06/14/11)
The Gilpin Association Reasonable Requirements and Needs Assessment

The Gilpin Casino has analysis of headcounts and revenues by hour comparing times when alcohol is served to time when alcohol service ceases. In headcount terms we measured headcounts at 2am and then again at 4am to determine the decreases in player count between those two times. The Gilpin saw a decrease in player counts greater than 30% between those hours. This amounts to an average of 20 players per night that are leaving when liquor service ceases. The average value of a patron is approximately $54 per trip. Our average trip length per guest is two and a half hours which means that each guest has a value of $21.60 per hour. If, as a result of increased liquor service hours, we are able to extend the visit of these guests who are here at 2am the incremental revenue would be as much as $432 per hour (20 guests x $21.60). Extrapolation this hourly value out over the course of a year with the hours that are proposed (2am to 7am on Monday, Friday, Saturday and Sunday) shows an increase in gaming revenue of $314,500. There may be breakage to this number that reduces it but on the other hand it does not account for guests visiting the market more frequently. The Gilpin Association participants intend to market this guest benefit aggressively in the general market which should lend itself to more traffic from new and returning guests.

The Gilpin Casino and the Canyon Casino both conducted surveys on their gaming floors in the past to gauge guest response to the question of whether they like the idea of extended hours of liquor service. There was not a single guest that was against the idea. Below are some of the comments that were received:

“I think it would be a good idea for customers and for business.” -Rita Cooper - player’s card #272096

“I think that adding alcohol service 24 hours a day.” -Craig Yardley - player’s card #10019104

“Most patrons at night would like to play later after 2am and serving liquor would be a very good idea to encourage more play etc.” -Patricia Martin - player card #257332

“I think it’s a great idea to serve alcohol later. I would most likely exclusively visit Black Hawk and The Gilpin.” -Brandon Sirois - player card #332600
State of Colorado
Department of Revenue

ALCOHOL BEVERAGE LICENSE

MODIFICATION OF PREMISES PERMIT

Permanent

Licensee Name
GILPIN HOTEL CASINO

Liquor License Number
12211590000

License Type
HOTEL & RESTAURANT (CITY)

Location of Modified Premises
111 MAIN AT BLACK HAWK, CO 80422

Approval Date
05/02/2017

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This permit is nontransferable and shall be conspicuously posted with the Alcohol Beverage License issued to the licensee above, until a new or renewal license is issued. Any questions concerning this permit should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand.  5/2/17 LSS

Patrick Marines
Division Director

Barbara Broke
Executive Director
RESOLUTION 36-2017

A RESOLUTION
APPROVING THE TOTAL
BASE CONSTRUCTION
BID AND PROJECT
BUDGET FOR THE
REHABILITATION AND
SITE WORK FOR THE
PROPERTY LOCATED AT
241 DuBOIS STREET
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 36-2017  

TITLE: A RESOLUTION APPROVING THE TOTAL BASE CONSTRUCTION BID AND PROJECT BUDGET FOR THE REHABILITATION AND SITE WORK FOR THE PROPERTY LOCATED AT 241 DUBOIS STREET  

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

Section 1. The City Council hereby approves the total base construction bid and project estimate, and awards the contract to Big Valley Construction for the rehabilitation and site work for the property located at 241 DuBois Street as follows:  

Total Project Cost: $1,372,701.78  

203-0000-5025861 (Interior Grant) $239,603.00  
203-0000-2290000 (Homeowner Escrow – Alternate #1- Non-Historic Square Footage) $112,980.00  
203-0000-2290000 (Homeowner Escrow Material Allowance Overage) $420.00  
Total Rehabilitation Grant Contract: $353,003.00  

203-0000-5026867 (Exterior Easement) $1,014,457.28  
203-0000-2290000 (Homeowner Escrow – Alternate #2) $800.00  
010-1101-4115813 (Residential Paint Program – Non-Historic Square Footage) $4,021.50  
Total Preservation Easement Contract: $1,019,278.78  

RESOLVED AND PASSED this 10th day of May, 2017.  

______________________________
David D. Spellman, Mayor  

ATTEST:  

______________________________
Michele G. Martin, Deputy City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of the total base construction bid and project budget for the limited rehabilitation of the historic home and property located at 241 Dubois Street.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: Based on the bids received and the attached bid analysis summary, Big Valley Construction, LLC is a qualified contractor while also being the lowest bidder. NV5 has reviewed the bid package with the grant applicant and they concur.

MOTION TO APPROVE (or deny, etc.) Resolution No. 36-2017.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On March 16, 2017, the Community Planning & Development office issued a Request for Qualifications and Proposal on Rocky Mountain Bid System. The request went out to approximately 370 registered contractors on the BidNet System, and was available to view by multiple other non-registered contractors (including contractors included on the City of Black Hawk’s pre-qualified contractor list). In total, four general contractors attended the mandatory pre-bid meeting. On April 6, 2017, NV5 received bids from two general contractors, White Construction Group and Big Valley Construction. Attached is the bid analysis summary of all qualified bids. Both general contractors submitted complete bid packages.

The Community Planning & Development staff and NV5 conducted a price per square foot comparison based on historical program pricing and feel confident that the pricing received is comparable to previous projects in the program.

Because Big Valley Construction has a strong track record with previous projects in the Historic Preservation Program and because the Big Valley Construction bid was the lowest received, NV5 recommends that Big Valley Construction be awarded the 241 Dubois Street contract for being the lowest bidding qualified contractor.

1. The Homeowner of 241 Dubois Street has approved Alternates #1 and #2 below as escrow items.
   • Alternate #1: Non-Historic Square Footage - $112,980.00
   • Alternate #2: Window in Lieu of Door (West Elevation) - $800.00

2. The Community Planning & Development staff and NV5 recommend that Alternate #4 below be approved and be added to the contract value.
   • Alternate #4: Exterior Paint for Non-Historic Outbuildings and Non-Historic Square Footage. - $4,021.50

3. Alternates #3 and #5 will be brought back to City Council for review at a later date.

4. Big Valley Construction submitted a project schedule estimating project completion by February 6, 2018, if the project commences on May 12, 2017.
AGENDA DATE: May 10, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE:

Total Project Cost: $1,372,701.78

203-0000-5025861 (Interior Grant) $239,603.00
203-0000-2290000 (Homeowner Escrow – Alternate #1- Non-Historic Square Footage) $112,980.00
203-0000-2290000 (Homeowner Escrow Material Allowance Overage) $420.00
Total Rehabilitation Grant Contract: **$353,003.00**

203-0000-5026867 (Exterior Easement) $1,014,457.28
203-0000-2290000 (Homeowner Escrow – Alternate #2) $800.00
010-1101-4115813 (Residential Paint Program – Non-Historic Square Footage) $4,021.50
Total Preservation Easement Contract: **$1,019,278.78**

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED:

- Resolution No. 36-2017
- Request for Council Action
- Exhibit A – Bid Analysis Summary
- Exhibit B – Bid Forms
- Exhibit C – Material Allowance Sheet
- Exhibit D – Bid Cost Historic Comparison

RECORD: [ ]Yes[X ]No

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

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker, CP&D Administrator

05/02/17

Jack D. Lewis, City Manager
EXHIBIT A

BID ANALYSIS SUMMARY
## General Contractor Bid Analysis Summary

<table>
<thead>
<tr>
<th></th>
<th>Big Valley Construction</th>
<th>White Construction Group</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exterior Direct Cost Subtotal (Divisions 2 - 16)</strong></td>
<td>$757,119</td>
<td>$1,129,224</td>
</tr>
<tr>
<td><strong>Interior Direct Cost Subtotal (Divisions 2 - 16)</strong></td>
<td>$179,136</td>
<td>$328,884</td>
</tr>
<tr>
<td><strong>General Conditions Subtotal</strong></td>
<td>$318,225</td>
<td>Not Broken Out Correctly</td>
</tr>
<tr>
<td><strong>Total Base Bid</strong></td>
<td>$1,254,480</td>
<td>$1,458,108</td>
</tr>
<tr>
<td><strong>Alternate #1 - Non Historic Square Footage</strong></td>
<td>$112,980</td>
<td>$95,230</td>
</tr>
<tr>
<td><strong>Alternate #2 - Window in Lieu of Door</strong></td>
<td>$800</td>
<td>$414</td>
</tr>
<tr>
<td><strong>Alternate #3 - Reconstruction of Site Retaining Walls</strong></td>
<td>$34,365</td>
<td>$36,539</td>
</tr>
<tr>
<td>** Alternate #4 - Paint Non-Historic Outbuildings**</td>
<td>$4,022</td>
<td>$1,242</td>
</tr>
<tr>
<td><strong>Alternate #5 - Full Rehab of Historic Stone Shed</strong></td>
<td>$17,230</td>
<td>$11,438</td>
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<tr>
<td><strong>Total Bid with Alternates</strong></td>
<td><strong>$1,423,877</strong></td>
<td><strong>$1,602,972</strong></td>
</tr>
<tr>
<td><strong>Proposed Start Date</strong></td>
<td>5/12/2017</td>
<td>5/12/2017</td>
</tr>
<tr>
<td><strong>Proposed Completion Date</strong></td>
<td>2/6/2018</td>
<td>12/8/2017</td>
</tr>
<tr>
<td><strong>Total Number of Calendar Days</strong></td>
<td>271</td>
<td>211</td>
</tr>
<tr>
<td><strong>Change Order Overhead &amp; Profit</strong></td>
<td>15%</td>
<td>15%</td>
</tr>
</tbody>
</table>
Bid Form

City of Black Hawk - 241 Dubois Street

Bidder Name: Big Valley Construction
Bidder Address: P.O. Box 1879
Granby, CO  80446
Bidder Phone: (970) 887-1533

241 Dubois Street, Black Hawk, CO 80422

In response to your invitation, the undersigned, having inspected the project site and become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having examined all of the bid drawings and specifications, hereby proposes to furnish all labor, material, tools, equipment, and services required to perform the Scope of Work as outlined in the Instruction to Bidders, Exhibits, Construction Drawings, Construction Specifications, and Addenda.

BASE BID SCOPE

For the base sum of: One Million Two Hundred Fifty-Four Thousand Four Hundred Eighty Dollars and Twenty-Eight Cents ($1,254,480.28) dollars. Such sum shall be completely consistent with the provisions of the Instructions to Bidders, this Bid Form, and all bidding documents referred to herein.

ALTERNATE SCOPE

<table>
<thead>
<tr>
<th>Alternate #</th>
<th>Description</th>
<th>ADD OR DEDUCT TO BASE BID</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Indicate with &quot;+&quot; for Add and &quot;-&quot; for Deduct)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Non-Historic Square Footage (Bid Detail Required to be Complete)</td>
<td>+</td>
<td>One Hundred Twelve Thousand Nine Hundred Eighty Dollars and Zero Cents ($112,980.00)</td>
</tr>
<tr>
<td>2</td>
<td>Window in Lieu of Door</td>
<td>-</td>
<td>Eight Hundred Dollars &amp; Zero Cents ($800.00)</td>
</tr>
<tr>
<td>3</td>
<td>Reconstruction Low Height Site Retaining Walls</td>
<td>+</td>
<td>Thirty-Four Thousand Three Hundred Sixty-Four Dollars and Ninety Cents ($34,364.90)</td>
</tr>
<tr>
<td>4</td>
<td>Paint Non-Historic Outbuildings (playhouse and Carriage house)</td>
<td>+</td>
<td>Four Thousand Twenty-One Dollars and Fifty Cents ($4,021.50)</td>
</tr>
<tr>
<td>5</td>
<td>Full Rehabilitation of the Historic Stone Shed</td>
<td>+</td>
<td>Seventeen Thousand Two Hundred Thirty Dollars &amp; Zero Cents ($17,230.00)</td>
</tr>
</tbody>
</table>

Change Order OH&P:

Overhead & Profit to be applied to change orders shall be 15%

Schedule:
The undersigned proposes to perform the work in accordance with the CPM schedule provided as part of this Bid. The CPM schedule indicates the following:

Days per work week (underline which days) M T W TH F S SU
Start Date: May 12, 2017
End Date: February 6, 2018
Total Number of Calendar Days: 271

END OF BID FORM
Addenda:
In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related documentation, and the following addenda, the receipt of which is acknowledged:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>2</td>
<td>4/5/2017</td>
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</table>

THE UNDERSIGNED DECLARES, by executing this Bid:

This bid shall remain valid, for acceptance by Owner, for a period of not less than sixty (60) calendar days from the bid due date.

The Contract shall be a Prime Contract directly with the Owner and administered by the Owners Representative.

The undersigned acknowledges that the sequencing and scheduling of the Work may vary from time to time from that anticipated by the Bidder and reflected in the Construction Schedule and shall make no claim nor shall be entitled to additional compensation of any type as a result of the occurrence of any of same.

The undersigned agrees to assume sole liability for all demolition, removal, handling, and dumping of debris associated with its work and shall comply with any and all local, state, federal, or other governmental laws, rules, and regulations with respect thereto. The demolition, removal, handling, and dumping of hazardous materials, such as asbestos, are specifically excluded from this bid unless specifically noted in the Scope of Work.

The undersigned further agrees to indemnify and hold the Owner and Owner's consultants harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this Contract.

A list of any and all exclusions affecting the Bidder's scope of work for this project is required to be attached to this Bid Form. The list is to be submitted on the letterhead of the Bidder, dated, and signed.

No person or persons or company other than the undersigned has any interest whatsoever in this Bid or in the contract that may be entered into as a result thereof. This Bid is submitted in good faith, without collusion or fraud.

The person or persons signing this Bid is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions thereof.

If this Bid is accepted, the Bidder agrees to sign the contract without qualifications and furnish the required Insurance and Bonds within ten (10) calendar days from notice of award.

Company: Big Valley Construction
Address: P.O. Box 1879, Granby, CO 80446
Signature: _______________________________ **Please see separate pdf for Signature**
Printed Name: _______________________________ **Please view separate pdf for Printed Name**
Title: Manager / Owner
Date: April 6, 2017
## Bid Detail - Exterior

### City of Black Hawk - 241 Dubois Street

**Date:** 5/2/2017

### All Exterior Work (Funded By Preservation Easement)

<table>
<thead>
<tr>
<th>Item</th>
<th>Subcontractor Name or by GC</th>
<th>Total Item Value</th>
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<td><strong>DIVISION 1 - GENERAL CONDITIONS</strong></td>
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<td><strong>DIVISION 2 - SITWORK</strong></td>
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<td>Site Access</td>
<td>Grapes &amp; Sons</td>
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<tr>
<td>Demolition</td>
<td>E. Molthen Builders / Grapes</td>
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<tr>
<td>Grading &amp; Excavating</td>
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<td>Unit Cost per Foot of Excavation = $200.00/CF</td>
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<tr>
<td>Unit Cost per Foot of Bedrock Removal = $350.00/CF</td>
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<td>Drain Pipe</td>
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<td>Remove Extra Dirt from Site</td>
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<td>Revegetation</td>
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<td>Tree Removal</td>
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<td><strong>DIVISION 3 - CONCRETE</strong></td>
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<td>Walkways</td>
<td>Grapes &amp; Sons / Premier Concrete</td>
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<td>Drainage Swale</td>
<td>Premier Concrete</td>
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<td>Concrete Stairs</td>
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<td>Foundations</td>
<td>Penley /Premier Concrete</td>
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<td><strong>DIVISION 4 - MASONRY</strong></td>
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<td>Stone Foundation Repair</td>
<td>E. Molthen Builders</td>
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<td>Unit Cost per Foot of Repair = $40/SF</td>
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<td>Clay Brick Chimney Repair/Restoration</td>
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<td>Stone Retaining Walls (Reconstruct)</td>
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<td>Stone Retaining Walls (Repair)</td>
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<td>Unit Cost per Foot of Repair = $40/SF</td>
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<td>Hayward Baker Allowance</td>
<td>Hayward Baker</td>
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<td><strong>DIVISION 5 - METALS</strong></td>
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<td>Steel Items</td>
<td>K&amp;K Custom Fabrication</td>
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<td>Foundation Bolts</td>
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<td>Post Stirrups</td>
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<td>Beam/Post Straps</td>
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## All Exterior Work (Funded By Preservation Easement)

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<tbody>
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<td><strong>DIVISION 6 - WOOD</strong></td>
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<tr>
<td>Framing Lumber (Studs, Beams, etc)</td>
<td>E. Molthen Builders</td>
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<td>Wall and Roof Sheathing</td>
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<td>Soffit &amp; Fascia</td>
<td>E. Molthen Builders</td>
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<td>Exterior Lap Siding &amp; Trim</td>
<td>E. Molthen Builders</td>
<td>$75,072</td>
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<td>Porch</td>
<td>E. Molthen Builders</td>
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<td>E. Molthen Builders</td>
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<td>Roofing &amp; Roof Accessories</td>
<td>The Roofing Company</td>
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<td>Gutters &amp; Downspouts</td>
<td>Front Range Seamless Gutters</td>
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<td>Drainage Plane</td>
<td>Rocky Mtn. Spray Foam</td>
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<td>Insulation</td>
<td>Rocky Mtn. Spray Foam</td>
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<td>Vapor Barrier</td>
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<td><strong>Subtotal Division 7 - Thermal &amp; Moisture Protection</strong></td>
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<td><strong>DIVISION 8 - DOORS &amp; WINDOWS</strong></td>
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<tr>
<td>New Windows</td>
<td>E. Molthen Builders &amp; Legacy</td>
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<td>Exterior Doors &amp; Hardware</td>
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<td>Materials</td>
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<td>Restore Existing Front Doors</td>
<td>Ind. Painting / Grand Woodworks</td>
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<td>Weather Seals @ Exterior Doors</td>
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<td>Thresholds</td>
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<td><strong>DIVISION 9 - FINISHES</strong></td>
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<td>Exterior Painting &amp; Staining</td>
<td>Independent Painting</td>
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<td><strong>Subtotal Division 9 - Finishes</strong></td>
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<tr>
<td><strong>DIVISION 10 - SPECIALTIES</strong></td>
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<tr>
<td>House Numbers</td>
<td>By GC</td>
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<td><strong>Subtotal Division 10 - Specialties</strong></td>
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<td><strong>DIVISION 15 - MECHANICAL</strong></td>
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<tr>
<td>Site Utilities</td>
<td>Grapes and Sons</td>
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<tr>
<td>Radon Mitigation System</td>
<td>Grapes and Sons / Brian Anderson</td>
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<td>Interior Rough Mechanical</td>
<td>Brian Anderson</td>
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<td>Miscellaneous Exterior Mechanical Scope (incl. BBQ Gas Line)</td>
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<td><strong>Subtotal Division 15 - Mechanical</strong></td>
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<td><strong>DIVISION 16 - ELECTRICAL</strong></td>
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<tr>
<td>Site Utilities</td>
<td>Absolute Electric / Grapes</td>
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<tr>
<td>Site Lighting/Exterior Lighting</td>
<td>Urban Lights</td>
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<tr>
<td>Interior Rough Electrical</td>
<td>Absolute Elec. &amp; Complete Home Elec.</td>
<td>$21,113</td>
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### All Exterior Work (Funded By Preservation Easement)

<table>
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<th>Item</th>
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<td>Subtotal Division 16 - Electrical</td>
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<td>Exterior Direct Cost Total (Divisions 2 - 16)</td>
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<td>Exterior Total Cost (Including GCs &amp; OH&amp;P)</td>
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<tr>
<td><strong>DIVISION 1 - GENERAL CONDITIONS</strong></td>
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<td>E. Molthen Builders</td>
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<td>Subtotal Division 2 - Sitework</td>
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<td><strong>DIVISION 6 - WOOD</strong></td>
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<tr>
<td>Framing Lumber (Studs, Beams, etc)</td>
<td>E. Molthen Builders</td>
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<td>Backing for Accessories</td>
<td>Included in &quot;Framing Lumber&quot;</td>
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<td>Subfloor</td>
<td>Included in &quot;Framing Lumber&quot;</td>
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<tr>
<td>Interior Trim Materials</td>
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<td>Labor</td>
<td>Grand's Best Int. Finish</td>
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<td>Closet Shelves &amp; Clothing Rod</td>
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<td>Subtotal Division 6 - Wood</td>
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<td><strong>DIVISION 8 - DOORS &amp; WINDOWS</strong></td>
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<td>Mirrors</td>
<td>Medicine Cabinets Included in Div. 12</td>
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<td>Interior Doors &amp; Hardware Materials</td>
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<td>Drywall</td>
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<td>Mountain Millworks</td>
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<td>American Tile Works</td>
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<td>Grand Woodworks</td>
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<td>Bathroom Accessories Materials</td>
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<td>Equipment Installation</td>
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<td><strong>DIVISION 12 - FURNISHINGS</strong></td>
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<td>Manufactured Cabinetry</td>
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<td><strong>DIVISION 16 - ELECTRICAL</strong></td>
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<td>Interior Electrical &amp; Lighting</td>
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<td>Interior Electrical Scope (Trim)</td>
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<td>Materials</td>
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<td>Fixtures</td>
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<td><strong>Interior Total Cost (Including GCs &amp; OH&amp;P)</strong></td>
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# Alt Alternate 1

City of Black Hawk - 241 Dubois Street  
5/2/2017

## All Non-Historic Square Footage Work (Funded By Homeowner)

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<th>Item</th>
<th>Subcontractor Name or by GC</th>
<th>Total Item Value</th>
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<td>Alternate #1 - General Conditions</td>
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<td>Framing Lumber (Studs, Beams, etc)</td>
<td>E. Molthen Builders</td>
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<td>Wall and Roof Sheathing</td>
<td>E. Molthen Builders</td>
<td>$387</td>
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<td>Soffit &amp; Fascia</td>
<td>E. Molthen Builders</td>
<td>$556</td>
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<tr>
<td>Exterior Lap Siding &amp; Trim</td>
<td>E. Molthen Builders</td>
<td>$13,125</td>
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<tr>
<td>Backing for Accessories</td>
<td>Included in &quot;Framing Lumber&quot;</td>
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<tr>
<td>Subfloor</td>
<td>Included in &quot;Framing Lumber&quot;</td>
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<tr>
<td>Interior Trim</td>
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<td></td>
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<tr>
<td>Materials</td>
<td>Grand Woodworks</td>
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<tr>
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<td><strong>Subtotal Division 6 - Wood</strong></td>
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<td>Roofing &amp; Roof Accessories</td>
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<td>Rocky Mtn. Spray Foam</td>
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<td>Vapor Barrier</td>
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<td><strong>Subtotal Division 7 - Thermal &amp; Moisture Protection</strong></td>
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| **Subtotal Division 9 - Finishes** | | |

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Bid Detail - Alternate #1
### All Non-Historic Square Footage Work (Funded By Homeowner)

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#### DIVISION 10 - SPECIALTIES

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<td>Bathroom Accessories</td>
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#### DIVISION 12 - FURNISHINGS

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#### DIVISION 15 - MECHANICAL

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#### DIVISION 16 - ELECTRICAL

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**Addition Direct Cost Total (Divisions 2 - 16)** $84,320

**Addition Total Cost (Including GCs & OH&P)** $112,980
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### City of Black Hawk - Material Allowance Sheet 2017

**241 Dubois Street**
Completed by Big Valley Construction

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<th>Item Description</th>
<th>GC Quantity</th>
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<th>Unit of Measure</th>
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### Material Costs

#### City of Black Hawk - Material Allowance Sheet 2017

241 Dubois Street

Completed by Big Valley Construction

**$420**

### Division 9 - Finishes

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<th>Notes</th>
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<td>Wall Tile (Backsplash)</td>
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<td>Bathroom Faucet</td>
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### Division 10 - Specialties

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### Division 15 - Electrical

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### Total Material Cost

- **$420**
These material cost allowances do not include costs for installation, shipping/handling, taxes, delivery, contractor markup, etc. Contractor shall include any of these costs and any other incidental costs in line items for labor, general conditions, OH&P, etc. in their bid.

Footnote #1: The cabinetry is not to exceed $351 per lineal foot. The overall budget for cabinetry is not to exceed $18,672. Lineal footage costs are based on base cabinets and wall cabinets separately. Utility (or tall) cabinets would qualify for both wall and base cabinet allowances. Measurements should be taken from the back face of the cabinet, meaning that corner cabinets in an “L” shape space would get the measurement for each wall they have contact with.

Footnote #2: The countertops are priced separately than the cabinets. The countertops shall not $59 per square foot of area (including backsplash). The overall budget for the countertops is not to exceed $3,269. The inclusion of the backsplash in this item is only when the backsplash is a slab type material, so if the backsplash is tile, the backsplash would then fall under the wall tile allowance. Baseline edges include: Eased, ½” round, ¼ bullnose, full bullnose, ¼” chamfer, ½” chamfer. Edges outside of the six baseline edges will require escrow payment for the cost difference.

Footnote #3: Openings that require a non-standard door size and/or style will be evaluated independent of the standard allowance. Non-standard doors should only be the result of code restrictions, historic restraints caused by existing conditions, and manufacturer requirement for best practices in construction.

Material Allowance Sheet will be reviewed on a yearly basis and re-evaluated according to material price increases.
EXHIBIT D

BID COST HISTORIC COMPARISON
### City of Black Hawk
421 Dubois Bid Comparison

#### Project Square Footage

<table>
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Alternates (Paid by City) $4,021.50 $2.00

Total Cost - Exterior $1,018,478.50 $586.71

#### Interior Divisions

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Alternates (Paid by City) $0.00 $0.00

Total Cost - Interior $240,023.00 $119.41

#### Total Cost - Project (Excluding HD Alternates)

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**Assumed Annual Escalation**

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NVS, SM 4/27/2017
RESOLUTION 37-2017
A RESOLUTION
ACCEPTING A PETITION
FOR THE
DISCONNECTION OF THE
ARENDS PROPERTY
FROM THE CITY OF
BLACK HAWK,
PRELIMINARILY
APPROVING SAID
DISCONNECTION, AND
SETTING A PUBLIC
HEARING FOR JUNE 14,
2017 CONCERNING SAID
DISCONNECTION
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 37-2017

TITLE: A RESOLUTION ACCEPTING A PETITION FOR THE DISCONNECTION OF THE ARENDS PROPERTY FROM THE CITY OF BLACK HAWK, PRELIMINARILY APPROVING SAID DISCONNECTION, AND SETTING A PUBLIC HEARING FOR JUNE 14, 2017 CONCERNING SAID DISCONNECTION

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

Section 1. Based on the receipt of a Petition for Disconnection, and the acceptance thereof for the Arends property, as more particularly described in Exhibit A, said disconnection is preliminarily approved in accordance with Section 1-210 of the Black Hawk Municipal Code.

Section 2. A public hearing on said disconnection will be conducted on the 14th day of June, 2017, at 3:00 p.m., in the Council Chambers of the City of Black Hawk to determine if the property should be finally disconnected from the City.

RESOLVED AND PASSED this 10th day of May, 2017.

__________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________
Michele G. Martin, Deputy City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Arends Disconnection Petition (P-17-15).

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

MOTION TO APPROVE Resolution No. 37-2017, a Resolution accepting a petition for the disconnection of the Arends Property from the City of Black Hawk, preliminarily approving said disconnection, and setting a date certain of June 14, 2017 at a City Council Meeting for a hearing concerning said disconnection.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On April 25, 2017 the City of Black Hawk received a petition requesting the disconnection of the Arends property from the City of Black Hawk. The request involves the removal of the property from the corporate boundaries of the City of Black Hawk. The property is not located within a platted subdivision of Black Hawk. The property is not serviced by any City streets or public utilities. Once disconnected, the property will be subject to Gilpin County’s regulations and requirements.

Pursuant to Article XI, Chapter 1 of the City of Black Hawk Municipal Code (Ordinance 2017-6) recently approved by the City Council, a landowner may petition the City for disconnection of territory from the City of Black Hawk. The petition (if found complete) shall be reviewed at the next meeting of the City Council for preliminary approval, and a hearing date shall be set not less than thirty (30) days after such preliminary approval. Should the City Council accept the petition and preliminarily approve the disconnection, Staff recommends that the City Council set a date certain of June 14, 2017 for the hearing concerning a disconnection ordinance.

AGENDA DATE: May 10, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ] Yes [ ] No
Cynthia Linker, CP&D Administrator
Vincent Harris, AICP, Baseline Corporation
STAFF PERSON RESPONSIBLE: Resolution No. 37-2017
Applicant’s Disconnection Petition
Maps of existing and proposed city limits
[ ] Yes [ ] No
[ ] Yes [ ] No
N/A
RECORD: N/A
CITY ATTORNEY REVIEW: N/A
[ X ] Yes [ ] No
[ X ] Yes [ ] No
[ ] N/A
SUBMITTED BY: REVIEWED BY:
Cynthia Linker, CP&D Administrator
Vincent Harris, AICP, Baseline Corporation
Jack D. Lewis, City Manager
Chapter 1 - Black Hawk Municipal Code - Article XI:

Sec. 1-210. Disconnection of territory from the City:

(a) Disconnection following property owner petition.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a petition for disconnection, the City Clerk shall refer the petition to the City Council for consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At the time of hearing, the City Council shall receive staff reports and comments from those in favor and against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance. Petitioners for disconnection shall pay all costs of disconnection, including, but not limited to, applicable election costs, if any, and the City's professional fees.

(b) Disconnection following City initiated application.

(1) Disconnection of territory from the City may only be accomplished for land upon or contiguous to a boundary of the City and with approval by the City Council pursuant to a hearing. No property may be disconnected if it has been platted into lots or blocks unless such lots and blocks are vacated by the City Council. Upon receipt by the City Clerk of a city-initiated application for disconnection, the City Clerk shall refer the application to the City Council for its consideration at its next regular City Council meeting, provided such petition is submitted at least ten (10) days prior to such meeting. In the event that City Council gives preliminary approval of disconnection, a hearing shall be set not less than thirty (30) days after such preliminary approval.

(2) At least twenty days (20) days prior to the hearing, the City Clerk shall mail notice of the application and the hearing to all property owners of record and special districts within the area under consideration for disconnection and to Gilpin County. At least twenty days (20) days prior to the hearing, the City Clerk shall conspicuously post notice of the application and the hearing on the territory.

(3) At the time of hearing, the City Council shall receive staff reports and comments from any property owner, special district representative, County representative, or member of the public in favor of or against disconnection. A decision to disconnect shall only be approved by a majority vote of the entire City Council. Disconnection may only be finalized by ordinance, and the disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.
Sec. 1-211. Contents of petition or application. A petition or application for disconnection of territory shall contain the following:

(a) A legal description of the territory sought to be disconnected;

(b) A statement that the territory is located upon or adjacent to the border of the City;

(c) A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;

(d) A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid;

(e) A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

Sec. 1-212. Disconnection by ordinance.

(a) To approve disconnection, whether by property owner petition or by City initiated application, City Council must find that all of the following conditions exist:

1) The best interests of the City will not be prejudiced by the disconnection of such territory.

2) The territory is not urban and cannot, in the foreseeable future, be urbanized.

3) The territory cannot be reasonably integrated with the City.

4) Urban services cannot be reasonably extended to serve the territory.

5) Disconnection will not create a hardship or impairment to Gilpin County or any special district.

(b) The disconnection ordinance shall specify that the zoning placed on the territory by the City remains in force and effect after disconnection unless and until changed by the County.

(c) Immediately upon adoption of a disconnection ordinance, the City Clerk shall file with the Gilpin County Clerk and Recorder two certified copies of the disconnection ordinance. The County Clerk and Recorder shall file the second certified copy with the division of local government in the Department of Local Affairs, as provided by section 24-32-109, C.R.S.

(d) Disconnected territory is not thereby exempt from the payment of any taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the City while such territory was within the City limits that remains unpaid and for the payment of which said territory could be lawfully taxed. The County Treasurer shall pay over to the City all moneys collected by or on account of such tax, to be applied only to the payment of such indebtedness.
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

DATE: April 25, 2017

APPLICANT NAME: Wesley & Shirley Arends
APPLICANT ADDRESS: 1326 Dory Hill Road, Black Hawk, CO 80422
APPLICANT MAILING ADDRESS: PO Box 649, Black Hawk, CO 80422
APPLICANT CONTACT NUMBER: 303-582-9444 / 303-582-9991
EMAIL ADDRESS: saar8888@hotmail.com

IF DIFFERENT FROM APPLICANT
PROPERTY OWNER NAME: 
PROPERTY OWNER MAILING ADDRESS: 
PROPERTY OWNER CONTACT NUMBER: 
EMAIL ADDRESS: 

ADDRESS/LOCATION OF PROPERTY TO BE DISCONNECTED: Parcel of land in Section 6 & 7, Township 3 South, Range 72 West
PRESENT ZONING: Black Hawk - ECP
CURRENT USE: Residential (Currently vacant land)
GILPIN COUNTY ASSESSOR'S I.D. NUMBER(S): Account #: R008024, R009944, R009945, N004132
EXISTING PROPERTY SIZE: 53 [AC OR SF]
LEGAL DESCRIPTION: (PROVIDE ON A SEPARATE SHEET AND ATTACH)

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING
Section 16-370 of the Black Hawk Municipal Code establishes the requirement for an applicant to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications. Reference adopted fee schedule at www.cityofblackhawk.org. Direct questions to Community Planning and Development at cpd@cityofblackhawk.org.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:
I, as the applicant, hereby certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code, the adopted Black Hawk Fee Schedule and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

A complete submittal is must accompany application. Contact Community Planning and Development for submittal requirements.

SIGNATURE OF APPLICANT: Shirley Arends DATE: 04/25/17

Rev. 2017-04-18
**City of Black Hawk**
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615  Fax: 303-582-2239

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**DO NOT WRITE BELOW THIS LINE**
CONSULTANTS AND CITY STAFF REVIEW ONLY

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<td>4-25-17</td>
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<tr>
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<tr>
<td>Notice to Property Owners/Posting of Notice on Territory Date:</td>
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| City Council Preliminary Approval Date: | 5-10-17 | ☑Approved | ☐Denied |
| City Council Public Hearing Date: | 6-14-17 | ☑Approved | ☐Denied |

**REQUIRED SUBMITTAL DOCUMENTS**

☑ 1. A legal description of the territory sought to be disconnected;
☑ 2. A statement that the territory is located upon or adjacent to the border of the City;
☑ 3. A statement that no part of the territory has been duly platted into lots and blocks or, if platting of lots and blocks has occurred, a statement that petitioner or applicant seeks vacation of said lots or blocks as part of the disconnection process;
☑ 4. A statement that all taxes or assessments lawfully due upon the land, up to the time of the filing of the petition, have been fully paid as of the date of submittal of the Disconnection request;
☑ 5. A statement indicating whether the City has maintained streets, lights, or other public utilities through or adjoining the territory and, if so, for how long.

**POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF**

☐ 1. One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents references within the Warranty Deed(s).
☐ 2. If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.
☐ 3. A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an “Effective date” no earlier than two weeks prior to the date of the Disconnection Application is submitted.
☐ 4. If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form of:
    a. A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership's behalf, or
    b. A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.
☐ 5. A map showing the property to be disconnected,
☐ 6. One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.
☐ 7. Other: Items 1, 5 & 6 are additional requirements that are needed.

---

**REVIEW TO BE COMPLETED BY:**

☑ City Manager
☑ City Attorney
☑ City Clerk
☑ City Surveyor – CCS Consulting
☑ Community Planning and Development
☑ Public Works
☑ Black Hawk Fire Department
☑ Black Hawk Police Department
☑ Black Hawk/Central City Sanitation District
☑ Baseline Corporation
☑ SAFEd built

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Rev. 2017-04-18
Subject: Disconnection Application

To Whom It May Concern,

We would like to address the following items, as true and correct statements, to accompany our Application for Disconnection from the City of Black Hawk:

(a) The territory sought to be disconnected is located adjacent to the border of the City of Black Hawk.

(b) No part of the territory sought to be disconnected has been duly platted into lots and blocks.

(c) All taxes or assessments lawfully due upon the land sought to be disconnected have been fully paid.

(d) The City of Black Hawk has not maintained streets, lights, or any other public utilities through or adjoining the territory sought to be disconnected.

I hereby certify that the information stated above is accurate and complete.

Respectfully,

Shirley Arends
Email: saar8888@hotmail.com
303-582-9444 / 303-582-9991
Property Description BH Disconnection Parcel

A parcel of land in Section 6 and Section 7, Township 3 South, Range 72 West of the 6th Principle Meridian, County of Gilpin, State of Colorado, more particularly described as follows:

BEGINNING at the South Quarter Corner of said Section 6, being 3.25inch Aluminum BLM Cap; Thence S 88°12'24" W along the southerly line of said Section 6 a distance of 253.58feet to a #5bar and cap #LS22094; Thence N 18°15'19" E along the easterly right-of-way of Dory Hill Road a distance of 82.29feet to a #4bar,cap#PLS27602;

Thence along the Silvercloud Lode the following three courses
  1)N 29°19'57" E a distance of 364.55feet to a #5bar and cap#ls22094;  
  2)N 59°35'01" W a distance of 49.47feet to a #5bar and cap#ls22094;  
  3)S 31°05'49" W a distance of 42.15feet to a #4bar and cap #LS25373;  

Thence N 79°18'54" W a distance of 36.45feet to a #4bar,cap#PLS27602;  
Thence N 14°01'46" E along the east right-of-Way of Dory Hill Road a distance of 87.68feet;  
Thence S 02°35'21" E along the easterly line of Section 7 a distance of 790.30feet to the North Sixteenth Corner common to Section 8 and Section 7, said Township 3 South, Range 72 West being 3.25inch Brass BLM Cap, 3.5 feet east of large mound of stone  
Thence S 88°07'04" W along the East-West Sixteenth Line of said Section 7 a distance of 774.81 feet to a #4 bar and cap marked CCS PLS#26296;  
Thence along the Champion Lode the following three courses:  
  1)N 56°23'55" E a distance of 242.51 feet to a 3.25inch Aluminum BLM Cap;  
  2)N 33°16'35" W a distance of 49.92 feet to a 3.25inch Aluminum BLM Cap;  
  3)S 56°26'26" W a distance of 323.94 feet to a #4 bar, cap#PLS27602;  

Thence S 88°07'04" W along said Sixteenth Line a distance of 325.31feet to a #4bar, cap#PLS27602; Thence along the Hannington Lode the following two courses:  
  1)N 17°54'07" E a distance of 148.25 feet to a #4bar, cap#PLS27602;  
  2)N 73°25'22" W a distance of 754.98 feet to an original stone;  

Thence along the Colorado Lode three courses:  
  1)N 61°00'41" E a distance of 773.03feet to an original stone;  
  2)N 25°08'00" W a distance of 150.48feet to an original stone;  
  3)S 61°36'17" W a distance of 763.36feet to an original stone;  

Thence along the Albert Lode two courses:  
  1)N 42°49'41" E a distance of 199.07feet to an original stone;  
  2)N 46°32'04" W an distance of 109.50feet to a #4bar, cap#PLS27602;  

Thence along the Cape Cod Tunnel Lode two courses:  
  1)N 48°47'00" E a distance of 189.86feet to a #4bar, cap#PLS27602;  
  2)N 40°58'04" W a distance of 159.41feet to an original stone;  

Thence S 47°55'46" W a distance of 83.49feet to a #4bar, cap#PLS27602; Thence S 59°28'46" W a distance of 808.87feet to an original stone;
Thence N 30°20'44" W a distance of 74.46 feet to an original stone;
Thence N 01°01'02" W a distance of 86.30 feet to an original stone;
Thence S 43°24'52" E a distance of 68.67 feet to an original stone;

Thence along the American Eagle Lode three courses:
   1) N 51°20'46" E a distance of 432.91 feet to an original stone;
   2) N 38°31'10" W a distance of 150.00 feet to an original stone;
   3) S 51°03'55" W a distance of 375.99 feet to a #5 bar;

Thence N 00°48'38" W a distance of 451.46 feet to the POINT OF BEGINNING;

Containing 53.7 Acres, more or less.