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

Join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join: https://us02web.zoom.us/s/85813980601

Or join by phone:

888-475-4499 (Toll-Free)

Webinar ID: 858 1398 0601
International ID numbers available

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

*6 – Toggle mute/unmute

*9 – Raise your hand to make a public comment or to speak for or against a Public Hearing matter

Public Comment:

If you wish to make a public comment during the meeting, please go to:
https://www.cityofblackhawk.org/comment_signup
and provide your Name, Email address, and Telephone.

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

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: Please limit comments to 5 minutes
6. APPROVAL OF MINUTES: September 9, 2020
7. PUBLIC HEARINGS:

A. CB19, A Bill for an Ordinance Rezoning Certain City-Owned Properties to the History Appreciation Recreation Destination (HARD) District and the Public Facilities (PF) District (continued from August 26, 2020)

B. Resolution 46-2020, A Resolution Denying a Variance to Allow a Height Variance which would Allow a Structure 103 Feet in Height, but Allowing a Variance to 55 Feet in Height (continued from June 10, 2020)

C. Resolution 47-2020, A Resolution Conditionally Approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility Located at 821 Miners Mesa Road (continued from June 10, 2020)
D. CB26, An Ordinance Approving an Intergovernmental Agreement Between Gilpin County, the City of Black Hawk, and the City of Central Regarding Lake Gulch Road

8. ACTION ITEMS:
   A. Resolution 61-2020, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended
   B. Resolution 62-2020, A Resolution Making Certain Address Changes Within the City for Certain Properties on State Highway 119, Chase Street, Gregory Street, and Miners’ Mesa Road
   C. Resolution 63-2020, A Resolution Approving Amendment No. 1 to the Design-Build Contract Executed on April 8, 2020 Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of $269,600 for Construction of the Police Station 2nd Level Renovation Project
   D. Resolution 64-2020, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2021 Property Casualty Coverage

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:
1. CALL TO ORDER: Mayor Spellman called the regular meeting of the City Council to order on Wednesday, September 9, 2020, at 3:00 p.m.

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

Absent: Alderman Torres.

Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Acting Police Chief Cooper, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineers Ford and Reed, Community Planning & Development Director Linker, Baseline Consultants Harris and Esterl, IT Manager Muhammad, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

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

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

City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.
5. PUBLIC COMMENT: Deputy City Clerk Martin confirmed that no one had signed up for public comment.

6. APPROVAL OF MINUTES: August 26, 2020

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

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

7. PUBLIC HEARINGS:

A. Council Bill 24, An Ordinance Approving the 2021 Operating Plan and Budget of the Black Hawk Business Improvement District

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and said the City is required to approve the Operating Plan and Budget each year consistent with the governing documents of the Black Hawk Business Improvement District and State Statute.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB24, an ordinance approving the 2021 Operating Plan and Budget of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Johnson MOVED and was SECONDED by Alderman Armbright to approve CB24, an ordinance approving the 2021 Operating Plan and Budget of the Black Hawk Business Improvement District.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.
B. Council Bill 25, An Ordinance Amending Section 15-11 of the Black Hawk Municipal Code to Amend the Sign Permit Section of the City’s Sign Code

Mayor Spellman read the title and opened the public hearing.

Baseline Consultants Harris and Esterl were present for this item. Ms. Esterl went through the proposal to add an Exemptions section to the Sign Code to eliminate the requirement for the City to receive a Comprehensive Sign Plan approval to install signs on their own property; instead, they will fall under the review process in accordance with Section 16-368, the City Council Design Review and Compatibility Process.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB25, an ordinance amending Section 15-11 of the Black Hawk Municipal Code to amend the Sign Permit Section of the City’s Sign Code open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve CB25, an ordinance amending Section 15-11 of the Black Hawk Municipal Code to amend the Sign Permit Section of the City’s Sign Code.

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

8. ACTION ITEMS:

A. Resolution 60-2020, A Resolution Approving Change Order #1 to the Maryland Mountain Trail System Contract in the Amount of $30,000.00 for Establishment of Trail Corridors

Mayor Spellman read the title.

Senior Civil Engineer Reed explained that when the project was put out to bid, it was advertised as flagged trails were marked in the field and follow the flagging to create the trail, but in actuality, some trails weren’t flagged, or if they were flagged, they weren’t a workable trail route, so the contractor had to spend extra time identifying broader trail corridors, at a cost of $30,000. He reminded Council that a $50,000 contingency was originally approved to cover costs if trails went longer than planned. He said that money has not been touched yet and is different from this request. He said he anticipates $30,000-$40,000 of that contingency will
be spent for additional length, so adding this request of $30,000 the City would exceed the contingency.

Alderman Bennett asked approximately how much longer was being planned, as 12 miles was the original length. Mr. Reed answered about 13-14 miles will be the total length when completed.

Alderman Midcap asked about the schedule. Mr. Reed replied that the contractor is averaging 3-4 miles per month and has brought in two additional guys, so they are still on track for the end of November, weather permitting.

**MOTION TO APPROVE**

Alderman Midcap MOVED and was SECONDED by Alderman Bennett to approve Resolution 60-2020, a resolution approving Change Order #1 to the Maryland Mountain Trail System contract in the amount of $30,000.00 for establishment of trail corridors.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

Mayor Spellman was pleased to report that at the last Silver Dollar Metro District meeting, he asked the casinos to pick up half of the cost of the holiday lighting this year, and they agreed. He said the City was contemplating perhaps not having anything at all or a reduced amount but now can have the full display thanks to the casinos.

9. CITY MANAGER REPORTS: City Manager Cole had nothing to report.

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

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 only for Executive Session, and the specific legal issues related to potential Intergovernmental Agreements and potential legislation.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:12 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

**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 3:20 p.m.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:20 p.m.

____________________________
Michele Martin, CMC
Deputy City Clerk

____________________________
David D. Spellman
Mayor
COUNCIL BILL 19
ORDINANCE 2020-19
A BILL FOR AN ORDNANCE REZONING CERTAIN CITY-OWNED PROPERTIES TO THE HISTORY APPRECIATION RECREATION DESTINATION (HARD) DISTRICT AND THE PUBLIC FACILITIES (PF) DISTRICT
(continued from August 26, 2020)
STATE OF COLORADO  
COUNTY OF GILPIN  
city of Black Hawk  
COUNCIL BILL NUMBER: CB19  
ORDINANCE NUMBER: 2020-19  

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN CITY-OWNED PROPERTIES TO THE HISTORY APPRECIATION RECREATION DESTINATION (HARD) DISTRICT AND THE PUBLIC FACILITIES (PF) DISTRICT

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

Section 1. Findings of Fact.

A. Application has been made by the City of Black Hawk as the property owner to rezone certain property attached hereto as Exhibit A, and incorporated herein by this reference to the History Appreciation Recreation Destination (HARD) District, (the "HARD Properties"), and certain other properties attached hereto as Exhibit B, and incorporated herein by this reference to the Public Facilities (PF) District (the "PF Properties").

B. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.

C. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

D. A need exists for rezoning the Property pursuant to Section 16-365 of the City of Black Hawk Municipal Code to the extent provided herein.

Section 2. The HARD Properties more particularly described in Exhibit A, consisting of Property 1, Property 2, Property 3, Property 4, Property 5, Property 6, Property 7, Property 8, Property 9, and Property 10 are hereby rezoned to the History Appreciation Recreation Destination (HARD) District.

Section 3. The PF Properties more particularly described in Exhibit B, consisting of Property 11, Property 12, Property 13, Property 14, and Property 15 are hereby rezoned to the Public Facilities (PF) District.

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning changes.
Section 5. 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 6. 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 7. 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 23rd day of September, 2020.

__________________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________________
Melissa Greiner, CMC, City Clerk
Exhibit A

**Property 1:** PORTION OF LOT 4 AND GREGORY 254 SHOWN ON OWNERSHIP MAP

*Legal:* That portion of the Gregory M.S. 213 lying south of Gregory Street, City of Black Hawk, County of Gilpin, State of Colorado.

Together with:
That portion of Lot 4, Block 30, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:
Commencing at the intersection with the westerly line of said Lot 4, Block 30 and the northerly line of the Gregory M.S. 254;
Thence southeasterly on said north line to the westerly line of Briggs M.S. 505 and the Point of Beginning;
Thence northeasterly on said westerly line to the easterly line of said Lot 4;
Thence southerly and southwesterly on said easterly line to the southeast corner of said Lot 4;
Thence northwesterly on the southerly line of said Lot 4 to the westerly line of the Gregory M.S. 254;
Thence northeasterly and northwesterly on the Gregory M.S. 254 to the Point of Beginning.
Together with:
Gregory M.S. 254, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom those portions of Lots 5 through 8, Block 30 located within the Briggs M.S. 505.

**Property 2:** LOTS 12 THROUGH 17 OF BLOCK 31 AND LOTS 1 AND 2 OF BLOCK 32

*Legal:* Lots 12 through 17, Block 31 and Lots 1 and 2, Block 32, City of Black Hawk, County of Gilpin, State of Colorado.

**Property 3:** LOTS 7 THROUGH 10 OF BLOCK 32

*Legal:* Lots 7 through 11, Block 32, lying southerly of Gregory Street and westerly of Bobtail Road, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of existing Gregory Street and Bobtail Road rights-of-way.

**Property 4:** MILLSITE 52

*Legal:* That portion of Mill Site 52, City Title, located within the Black Hawk City boundary, excluding therefrom any portion of Chase Street located within said Mill Site, City of Black Hawk, County of Gilpin, State of Colorado.
Property 5: LOTS 1 THROUGH 5 OF BLOCK 42
Legal: Lots 1 through 5, Block 42, City of Black Hawk, County of Gilpin, State of Colorado.

Property 6: LOTS 4 THROUGH HALF OF Lot 11 OF BLOCK 43
Legal: Lots 4 through 10, Block 43 and the westerly half of Lot 11, Block 43, City of Black Hawk, County of Gilpin, State of Colorado.

Property 7: LOTS 1 THROUGH 14 OF BLOCK 22
Legal: That portion of Lot 1, Block 22 lying within the Black Hawk City boundary and Lots 2 through 14, Block 22, City of Black Hawk, County of Gilpin, State of Colorado.

Property 8: LOTS 11 AND 12 OF BLOCK 23
Legal: Lots 11 and 12, Block 23, City of Black Hawk, County of Gilpin, State of Colorado.

Property 9: Mill Sites 1 through 9 along Hwy 119
Legal: Mill Site 1 through 9, City Title, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of Colorado State Highway No. 119.

Property 10: Interior Parcels
Legal: All that portion of land, located within Section 7, Township 3 South, Range 72 West and Section 12, Township 3 South, Range 73 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Mining Claims and parcels of land, bounded on the north by Blocks 22 and 23, City of Black Hawk, along the east and south by Block 24 extended, City of Black Hawk and along the west by the Black Hawk City Boundary as recorded in Book 557 at pages 117-120.
Property 11:  LOTS 1 THROUGH 3 OF BLOCK 18

Legal: Lots 1 through 3, Block 18, City of Black Hawk, County of Gilpin, State of Colorado.

Property 12:  MILLSITE 15

Legal: That portion of Mill Sites 14 and 15, City Title and any portion of The Gregory MS 237B located within said Mill Sites, bounded on the north by Clear Creek Street and the south by Colorado State Highway No. 119, City of Black Hawk, County of Gilpin, State of Colorado.

Property 13:  LOTS 5 THROUGH 12 OF BLOCK 12 AND LOTS 8 THROUGH 10 OF BLOCK 13

Legal: Lots 5 through 12, Block 12 and Lots 8 through 10, Block 13, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of Colorado State Highway No. 119.

Property 14:  MILL SITE 49 AND PART OF 48 OF BLOCK 19

Legal: Portions of Mill Sites 48 and 49, City Title, City of Black Hawk, County of Gilpin, State of Colorado, per the Final Rule and Order and Release of Lis Pendens, recorded at Reception No. 20745, being more particularly described as follows:

Beginning at the Northwest corner of said Mill Site 48, Thence running easterly on the south line of Chase Street 40 feet;
Thence southerly to the north line of Church Street, being parallel with Kenney Street,
Thence westerly on the north line of Church Street, to the southwest corner of said Mill Site 48;
Thence continuing westerly on the north line of Church Street 75 feet;
Thence northeasterly 72 feet to the south line of Chase Street;
Thence easterly on the south line of said Chase Street 48 feet to the Point of Beginning.

Property 15:  MILLSITE 18 and portions of MILLSITES 16 and 19

Legal: A tract of land, being portions of Mill Sites No. 16, 18, and 19, City Title, City of Black Hawk, County of Gilpin, State of Colorado.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider CB19, Ordinance 2020-19, an Ordinance rezoning ten (10) City owned properties to the HARD Zone District and five (5) City owned properties to the PF Zone District.

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

MOTION TO APPROVE CB19, Ordinance 2020-19, an Ordinance rezoning a total of fifteen (15) properties owned by the City of Black Hawk, all within the city limits, from either the Core Gaming, Transitional Gaming, Millsite Gaming, Environmental Character Preservation, Commercial Business Services, or the Historic Residential zone districts, to the **Historic Appreciation Recreation Destination (HARD)** zone district for lands identified as Property 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; and to the **Public Facilities (PF)** zone district for lands identified as Property 11, 12, 13, 14 and 15.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has made an application to rezone multiple properties within the City limits. The rezoning of each property is intended to designate them as zoning districts that are more appropriate to each of their uses. Refer to the Staff Report, in two Parts, included with this Request for Council Action.

AGENDA DATE: September 23, 2020
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director
DOCUMENTS ATTACHED: CB19, Ordinance 2020-19
Staff Report, Exhibit A, Exhibit B
RECORD: [ X ]Yes [ ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: Cynthia L. Linker, CP&D Director
REVIEWED BY: Stephen N. Cole, City Manager

Vincent Harris, AICP, Baseline Corporation
This Staff Report is split into two parts; Part A explains the 10 (ten) properties to be rezoned to the Historic Appreciation Recreation Destination (HARD) zone district; and Part B explains the 5 (five) properties to be rezoned to the Public Facilities (PF) zone district. Following herein is each Part along with the Legal Descriptions included for each of the properties to be rezoned.

PART A – Rezone to Historic Appreciation Recreation Destination (HARD) Zone District

BACKGROUND:
The City of Black Hawk has made an application to rezone multiple properties within the City limits. The rezoning of each property is intended to designate them as zoning districts that are more appropriate to each of their uses. Properties involved in this project are to be zoned to the Historic Appreciation Recreation Destination (HARD) district. For the purposes of this project, we have 10 (ten) different City owned properties (i.e. – Property 1 through 10) that are included in this rezone application and each is consecutively numbered to simply separate them each from one another, and to track them individually in this staff report. Much effort and research has gone into the ownership verifications on these and staff is ready to propose that these each be rezoned as explained below in each summary. Gary Pauls from the City of Black Hawk and Doug Lancaster with Baseline have each worked diligently to assist with this project and help verify ownership and legal descriptions. Following are each of the 10 (ten) properties with a legal description, existing zoning, existing conditions, and the recommended new Zone District for each.

Following are the 10 (ten) properties:
**Property 1:** PORTION OF LOT 4 AND GREGORY 254 SHOWN ON OWNERSHIP MAP

**Legal:** That portion of the Gregory M.S. 213 lying south of Gregory Street, City of Black Hawk, County of Gilpin, State of Colorado.

Together with:
That portion of Lot 4, Block 30, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:
Commencing at the intersection with the westerly line of said Lot 4, Block 30 and the northerly line of the Gregory M.S. 254;
Thence southeasterly on said north line to the westerly line of Briggs M.S. 505 and the Point of Beginning;
Thence northeasterly on said westerly line to the easterly line of said Lot 4;
Thence southerly and southwesterly on said easterly line to the southeast corner of said Lot 4;
Thence northwesterly on the southerly line of said Lot 4 to the easterly line of the Gregory M.S. 254;
Thence northeasterly and northwesterly on the Gregory M.S. 254 to the Point of Beginning.
Together with:
Gregory M.S. 254, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom those portions of Lots 5 through 8, Block 30 located within the Briggs M.S. 505.

**Existing Zoning: Core Gaming and Un-Zoned Land.** This property is located to the south of Gregory Street. The property consists of a rocky hillside and a parking area. The site has no official address.

**Proposed Rezone: HARD**
**Property 2:** LOTS 12 THROUGH 17 OF BLOCK 31 AND LOTS 1 AND 2 OF BLOCK 32

Legal: Lots 12 through 17, Block 31 and Lots 1 and 2, Block 32, City of Black Hawk, County of Gilpin, State of Colorado.

**Existing Zoning:** Core Gaming. This property is located to the south side of Gregory Street between Cooper Street and Bobtail Road. The property includes the Bobtail Mine building and is a portion of the area that is planned to be developed as part of the Gregory Street Sub-Area Plan. **Proposed Rezone:** HARD

---

**Property 3:** LOTS 7 THROUGH 10 OF BLOCK 32

Legal: Lots 7 through 11, Block 32, lying southerly of Gregory Street and westerly of Bobtail Road, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of existing Gregory Street and Bobtail Road rights-of-way.

**Existing Zoning:** Core Gaming. This property is located to the south side of Gregory Street just west of Bobtail Road and across from High Street. The property includes an excavated hillside. **Proposed Rezone:** HARD
Property 4: MILLSITE 52

Legal: That portion of Mill Site 52, City Title, located within the Black Hawk City boundary, excluding therefrom any portion of Chase Street located within said Mill Site, City of Black Hawk, County of Gilpin, State of Colorado.

Existing Zoning: ECP. This property is located on the north and south sides of Chase Street on the western most end of town. It is the site of the demolished Creek Side Bed & Breakfast. The site is addressed 531 Chase Street (within City limits).

Proposed Rezone: HARD

Property 5: LOTS 1 THROUGH 5 OF BLOCK 42

Legal: Lots 1 through 5, Block 42, City of Black Hawk, County of Gilpin, State of Colorado.

Existing Zoning: Historic Residential. This property is located to the south of and up the hill from Gregory Street and behind Cooper Street.

Proposed Rezone: HARD
**Property 6:** LOTS 4 THROUGH HALF OF Lot 11 OF BLOCK 43

*Legal:* Lots 4 through 10, Block 43 and the westerly half of Lot 11, Block 43, City of Black Hawk, County of Gilpin, State of Colorado.

**Existing Zoning:** Historic Residential. This property is located to the south of and uphill from Gregory Street. It is a hillside.

**Proposed Rezone:** HARD

---

**Property 7:** LOTS 1 THROUGH 14 OF BLOCK 22

*Legal:* That portion of Lot 1, Block 22 lying within the Black Hawk City boundary and Lots 2 through 14, Block 22, City of Black Hawk, County of Gilpin, State of Colorado.

**Existing Zoning:** Historic Residential. This property is located on the south side of Church Street. It is a hillside.

**Proposed Rezone:** HARD
**Property 8:** LOTS 11 AND 12 OF BLOCK 23

*Legal:* Lots 11 and 12, Block 23, City of Black Hawk, County of Gilpin, State of Colorado.

**Existing Zoning:** Historic Residential. This property is located on the south side of Church Street. It is a hillside.

**Proposed Rezone:** HARD

---

**Property 9:** Mill Sites 1 through 9 along Hwy 119

*Legal:* Mill Site 1 through 9, City Title, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of Colorado State Highway No. 119.

**Existing Zoning:** Commercial/Business Services and Environmental Character Preservation. These properties are on both sides of Highway 119.

**Proposed Rezone:** HARD
**Property 10:** Interior Parcels

**Legal:** All that portion of land, located within Section 7, Township 3 South, Range 72 West and Section 12, Township 3 South, Range 73 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Mining Claims and parcels of land, bounded on the north by Blocks 22 and 23, City of Black Hawk, along the east and south by Block 24 extended, City of Black Hawk and along the west by the Black Hawk City Boundary as recorded in Book 557 at pages 117-120.

**Existing zoning:** Environmental Character Preservation (ECP). This property is generally a hillside with some tailings on it.

**Proposed Rezone:** HARD
APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpts from:

City of Black Hawk
Municipal Code
Chapter 16 - Zoning

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

Sec. 16-365 (d) Who may apply.
(1) A request for an amendment to this Chapter, Zoning Map or special review use permit may be presented to the Board of Aldermen by persons owning real property within the City or residents of the City;

(2) Owners or residents requesting the addition of a land use into a zoning district in which it is not enumerated in this Chapter or persons appealing a determination of the Planning Director regarding the classification of a use, or pursuing a classification for which the determination of the Planning Director has been appealed, may apply to the Board of Aldermen for consideration of the proposed amendments to the zoning district; or

(3) An amendment to this Chapter or a rezoning may be initiated by the Board of Aldermen. Any owner or resident may suggest to the Board of Aldermen that an amendment be given consideration.

Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:

a. That a need exists for the proposal;
b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;
c. That there has been an error in the original zoning; or

d. That there have been significant changes in the area to warrant a zone change;
e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and

f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.

Division 6
History Appreciation Recreation Destination District (HARD)

Sec. 16-121. Purpose and objectives.

(a) Purpose. The purpose of the HARD zoning district is to accommodate and allow for areas owned by, dedicated to, purchased, or acquired by the City, or dedicated to a public use, which allows for the City to provide recreation, both passive and active, and destination activities for the residents and visitors of the City. In addition, the purpose of the HARD zoning district is to accommodate and allow for areas intentionally left free from development, for the preservation of wildlife corridors/habitats, scenic viewsheds, cultural and historical areas, landmarks, and natural resources, including forest lands, range lands, agricultural lands, and lakes, reservoirs, and water storage facilities allowing for passive and active recreation.

(b) Objectives. The objectives of the HARD zoning district are to allow for such uses that are dedicated to serving the public, and to minimize the adverse impacts and adjacent uses and the community. In addition, the objectives of the HARD zoning district are to allow for such uses that are dedicated to serving the public and may include passive recreational activities, as well as active recreational activities such as mountain biking, hiking, and water sports associated with lakes, reservoirs, and water storage facilities.
Staff Comment: Staff believes that the appropriate zone district for the properties described above are to be rezoned to the History Appreciation Recreation Destination (HARD) zone district. Each property will in the future provide either an Open Space use (HARD District) and some could possibly be used for parking vehicles related to the open space use. The existing zoning for each property is not compatible with the intended use of each of the designate properties included herein.

The City may approve a proposal to rezone according to Sec. 16-365(e)(5) of the Municipal Code. Sec. 16-365(e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 1-361 except subdivisions:

a. That a need exists for the proposal;
   Staff believes a need exists for rezoning in order to implement the zoning code and comprehensive plan and appropriately zone properties within the City of Black Hawk according to their planned uses.

b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;
   The proposal for rezoning conforms with the 2020 Comprehensive Plan.

c. That there has been an error in the original zoning; or
   Not applicable.

d. That there have been significant changes in the area to warrant a zone change;
   The character of these properties does not warrant the existing zoning district designations of Core Gaming, Environmental Character Preservation (ECP), Historical Residential, Transitional Gaming, and Millsite Gaming. Change has occurred since these properties were designated with their existing zoning.

e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and
   There exists adequate circulation in the area to support the rezoning.

f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.
   There will be no change in municipal-related services.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided and recommends that City Council pass an ordinance rezoning 10 (ten) City of Black Hawk-owned property into the Historic Appreciation Recreation Destination (HARD) zone district.

FINDINGS:
City Council may approve, conditionally approve, or deny a request to zone property in the City of Black Hawk. To support this proposal, the following findings can be used:

1. The City of Black Hawk is the owner of properties in the City of Black Hawk as described above.
2. A need exists to rezone the City of Black Hawk-owned properties into the Historic Appreciation Recreation Destination (HARD) zone district.
3. The proposal to rezone is in conformance with the 2020 Comprehensive Plan.
RECOMMENDATION:
Baseline Staff recommends City Council consider a MOTION TO APPROVE CB-19, Ordinance 2020-19, an ordinance rezoning 10 (ten) City of Black Hawk-owned properties into the Historic Appreciation Recreation Destination (HARD) zone district, as more fully described in the ordinance and the wording included in the proposed Motion to Approve in the Request for Council Action for this project.
Part B – Rezone to Public Facilities (PF) Zone District

BACKGROUND:
The City of Black Hawk has made an application to rezone multiple properties within the City limits. The rezoning of each property is intended to designate them as zoning districts that are more appropriate to each of their uses. Properties involved in this project are to be zoned to the Public Facilities (PF) zone district. For the purposes of this project, we have 5 (five) different City owned properties (i.e. – Property 1 through 5) that are included in this rezone application and each is consecutively numbered to simply separate them each from one another, and to track them individually in this staff report. Much effort and research has gone into the ownership verifications on these and staff is ready to propose that these each be rezoned as explained below in each summary. Gary Pauls from the City of Black Hawk and Doug Lancaster with Baseline have each worked diligently to assist with this project and help verify ownership and legal descriptions. Following are each of the 5 (five) properties with a legal description, existing zoning, existing conditions, and the recommended new Zone District for each.

Following are the 5 (five) properties below:

**Property 11**: LOTS 1 THROUGH 3 OF BLOCK 18

**Legal**: Lots 1 through 3, Block 18, City of Black Hawk, County of Gilpin, State of Colorado.

**Existing zoning**: Historic Residential. This property is located to the south of Chase Street. The property no longer has any structure on the site.

**Proposed Rezone**: PUBLIC FACILITIES
Property 12: MILLSITE 15

Legal: That portion of Mill Sites 14 and 15, City Title and any portion of The Gregory MS 237B located within said Mill Sites, bounded on the north by Clear Creek Street and the south by Colorado State Highway No. 119, City of Black Hawk, County of Gilpin, State of Colorado.

Existing zoning: Transitional Gaming. This property is located by itself to the south of Clear Creek Street and north or Hwy 119. The property is presently used as a parking lot and landscape area. The site’s official address is 190 Clear Creek Street.

Proposed Rezone: PUBLIC FACILITIES
Property 13: LOTS 5 THROUGH 12 OF BLOCK 12 AND LOTS 8 THROUGH 10 OF BLOCK 13

Legal: Lots 5 through 12, Block 12 and Lots 8 through 10, Block 13, City of Black Hawk, County of Gilpin, State of Colorado, excepting therefrom any portion of Colorado State Highway No. 119.

Existing zoning: Transitional Gaming and Historic Residential. These properties are located north or Hwy 119 across from Selak Street. It is a hillside.

Proposed Rezone: PUBLIC FACILITIES
Property 14: MILL SITE 49 AND PART OF 48 OF BLOCK 19

Legal: Portions of Mill Sites 48 and 49, City Title, City of Black Hawk, County of Gilpin, State of Colorado, per the Final Rule and Order and Release of Lis Pendens, recorded at Reception No. 20745, being more particularly described as follows:

Beginning at the Northwest corner of said Mill Site 48, Thence running easterly on the south line of Chase Street 40 feet; Thence southerly to the north line of Church Street, being parallel with Kenney Street, Thence westerly on the north line of Church Street, to the southwest corner of said Mill Site 48; Thence continuing westerly on the north line of Church Street 75 feet; Thence northeasterly 72 feet to the south line of Chase Street; Thence easterly on the south line of said Chase Street 48 feet to the Point of Beginning.

Existing zoning: Historic Residential. This property is located on the south side of Chase Street and north of Church Street right-of-way. It is excavated and has off-street parking.

Proposed Rezone: PUBLIC FACILITIES
Property 15: MILLSITE 18 and portions of MILLSITES 16 and 19

Legal: A tract of land, being portions of Mill Sites No. 16, 18, and 19, City Title, City of Black Hawk, County of Gilpin, State of Colorado.

Existing zoning: Millsite Gaming. This property is located on the southwest corner of the intersection of Hwy 119 and Chase Street. The property gets used by City staff.

Proposed Rezone: PUBLIC FACILITIES

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpts from:

City of Black Hawk
Municipal Code
Chapter 16 - Zoning

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

Sec. 16-365 (d) Who may apply.

(1) A request for an amendment to this Chapter, Zoning Map or special review use permit may be presented to the Board of Aldermen by persons owning real property within the City or residents of the City;

(2) Owners or residents requesting the addition of a land use into a zoning district in which it is not enumerated in this Chapter or persons appealing a determination of the Planning Director regarding the classification of a use, or pursuing a classification for which the determination of the Planning Director has been appealed, may apply to the Board of Aldermen for consideration of the proposed amendments to the zoning district; or

(3) An amendment to this Chapter or a rezoning may be initiated by the Board of Aldermen. Any owner or resident may suggest to the Board of Aldermen that an amendment be given consideration.
Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:

a. That a need exists for the proposal;

b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;

c. That there has been an error in the original zoning; or

d. That there have been significant changes in the area to warrant a zone change;

e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and

f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.

Division 8
Public Facilities District (PF)

Sec. 16-125. Purpose and objectives

(a) Purpose. The purpose of the PF zoning is to accommodate and allow for areas owned by, dedicated to, purchased, or acquired by public or quasi-public entities such as the City or any special district or governmental authority which are not compatible with the purpose and objectives of the HARD or HAP districts.

(b) Objectives. The objectives of the PF zoning district are to allow for such uses that are dedicated to serving the public, and to minimize the adverse impacts and adjacent uses and the community.

Staff Comment: Staff believes that the appropriate zone district for the properties described above are to be rezoned to the Public Facilities (PF) zone district. Each property will in the future provide a need for parking vehicles (Public Facility) use. The existing zoning for each property is not compatible with the intended use of each of the designate properties included herein.

Staff believes a need exists for rezoning in order to implement the zoning code and comprehensive plan and appropriately zone properties within the City of Black Hawk according to their planned uses.

The proposal for rezoning conforms with the 2020 Comprehensive Plan.

The character of these properties does not warrant the existing zoning district designations of Core Gaming, Environmental Character Preservation (ECP), Historical Residential, Transitional Gaming, and Millsite Gaming. Change has occurred since these properties were designated with their existing zoning.

There exists adequate circulation in the area to support the rezoning.

The City may approve a proposal to rezone according to Sec. 16-365(e)(5) of the Municipal Code.

Sec. 16-365(e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 1-361 except subdivisions:

a. That a need exists for the proposal;

b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;

c. That there has been an error in the original zoning; or

d. That there have been significant changes in the area to warrant a zone change;

e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and

f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.

Staff believes a need exists for rezoning in order to implement the zoning code and comprehensive plan and appropriately zone properties within the City of Black Hawk according to their planned uses.

The proposal for rezoning conforms with the 2020 Comprehensive Plan.

Not applicable.

The character of these properties does not warrant the existing zoning district designations of Core Gaming, Environmental Character Preservation (ECP), Historical Residential, Transitional Gaming, and Millsite Gaming. Change has occurred since these properties were designated with their existing zoning.

There exists adequate circulation in the area to support the rezoning.
f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City. There will be no change in municipal-related services.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided and recommends that City Council pass an ordinance rezoning 5 (five) City of Black Hawk-owned properties into the Public Facilities (PF) zone district, as more fully described in the ordinance.

FINDINGS:
City Council may approve, conditionally approve, or deny a request to zone property in the City of Black Hawk. To support this proposal, the following findings can be used:

1. The City of Black Hawk is the owner of properties in the City of Black Hawk as described above.
2. A need exists to rezone the City of Black Hawk-owned properties into the Public Facilities (PF) zone district.
3. The proposal to rezone is in conformance with the 2020 Comprehensive Plan.

RECOMMENDATION:
Baseline Staff recommends City Council consider a MOTION TO APPROVE CB19, Ordinance 2020-19, an ordinance rezoning 5 (five) City of Black Hawk-owned properties into the Public Facilities (PF) zone district, as more fully described in the ordinance and the wording included in the proposed Motion to Approve in the Request for Council Action for this project.
RESOLUTION 46-2020
A RESOLUTION DENYING A VARIANCE TO ALLOW A HEIGHT VARIANCE WHICH WOULD ALLOW A STRUCTURE 103 FEET IN HEIGHT, BUT ALLOWING A VARIANCE TO 55 FEET IN HEIGHT

(continued from June 10, 2020)
RESOLUTION 47-2020

A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY AND A SITE DEVELOPMENT PLAN FOR THE T MOBILE FACILITY LOCATED AT 821 MINERS' MESA ROAD

(continued from June 10, 2020)
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 46-2020

TITLE: A RESOLUTION DENYING A VARIANCE TO ALLOW A HEIGHT VARIANCE WHICH WOULD ALLOW A STRUCTURE 103 FEET IN HEIGHT, BUT ALLOWING A VARIANCE TO 55 FEET IN HEIGHT

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

Section 1. Findings of Fact.

A. An application has been made by Vertical Bridge Development, LLC (the "Applicant") for a variance to allow a Commercial Mobile Radio Services (CMRS) facility in excess of the height limitations in the Public Facilities Zone District on property located at 821 Miners' Mesa Road (the "Property"), within the City of Black Hawk, Colorado.

B. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing; and

C. The application is being evaluated in accordance with the criteria set forth in Section 16-366(2) of the Black Hawk Municipal Code.

Section 2. The City Council hereby determines to DENY the variance for a Stealth/Faux CMRS tower structure with a proposed height of one hundred and three (103) feet, which is in excess of the height limitations in the Public Facilities Zone District, based on the applicant's failure to satisfy all of the necessary criteria set forth in Section 16-366(4) for a variance as follows:

A. The City finds that there are no exceptional or extraordinary circumstances unique to the property or structure for which the variance is sought for which the strict enforcement of the provisions of the Black Hawk Zoning Code would cause an unnecessary hardship to the Applicant because the Applicant did not provide any evidence showing the effects of the terrain and topography, which would require a height variance. The additional fifty-eight (58) feet in height requested for the tower in this location does not appear warranted with any data provided or "shading analysis" showing the issue and/or the effects for this location;

B. The City further finds that the circumstances causing the Applicant's stated unnecessary hardship were created by the Applicant because the Applicant selected this Property, and no evidence was presented showing how the effects of a lower tower hinder this site from functioning;
C. The City further finds that the Applicant has not established that its alleged hardship is on the basis of lack of knowledge of the restrictions upon constructing or altering a structure, and that Applicant was aware of the height limitations when it leased the Property;

D. The City finds that the circumstances causing the unnecessary hardship are not particular to the land or structure for which the variance is sought, and Applicant has not provided sufficient evidence that a CMRS structure compliant with the height limitations would not provide coverage;

E. The City finds that the variance requested is not the minimum deviation from the Black Hawk Zoning Code because the Applicant has not provided sufficient evidence of a specific height that makes this Property useable vs. not useable for the proposed use;

F. The City finds that the granting of the variance may injure the appropriate use of adjacent conforming properties, may impair the view from adjacent property and may substantially diminish or impair property values within the surrounding area;

G. The City finds that the granting of the variance will not be consistent with the spirit, purpose and intent of the Black Hawk Zoning Code and may create a situation which alters the character of the area surrounding the property for which the variance is sought because the entire height of one hundred and three (103) feet is still a concern, and the additional 58-foot taller tower may significantly stand out on top of Miners Mesa;

H. The City finds that the granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire, flood, traffic congestion or other hazard. The City agrees that these criteria are satisfied;

I. The City finds that the granting of the variance is not necessary to cause substantial justice to be done because the Applicant has failed to substantiate the necessity of the proposed height variance; and

J. The City finds that the granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use. The City agrees that these criteria are satisfied.

Section 3. The City Council hereby determines to GRANT a variance for a Stealth/Faux CMRS tower structure with a height of fifty-five (55) feet, which is in excess of the height limitations in the Public Facilities Zone District, based on the applicant's satisfaction all of the necessary criteria set forth in Section 16-366(4) for a variance to a height of fifty five (55) feet as follows:

A. The City finds that exceptional or extraordinary circumstances unique to the property or structure for which the variance is sought for which the strict enforcement of the provisions of the Black Hawk Zoning Code would cause an unnecessary hardship to
the Applicant based on a height of fifty-five (55) feet. The height requested for the tower in this location is therefore warranted;

B. The City finds that the circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought, and the Applicant has provided sufficient evidence that a CMRS structure compliant with the height limitations herein will provide necessary coverage;

C. The City finds that the variance requested is the minimum deviation from the Black Hawk Zoning Code because the Applicant has provided sufficient evidence of a specific height that makes this Property useable for the proposed use;

D. The City finds that the granting of the variance will not injure the appropriate use of adjacent conforming properties, and will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;

E. The City finds that the granting of the variance to a height of fifty-five (55) feet is consistent with the spirit, purpose and intent of the Black Hawk Zoning Code and consistent with the character of the area surrounding the property for which the variance is sought;

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

H. The City finds that the granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

RESOLVED AND PASSED this 23rd day of September, 2020.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 47-2020

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY AND A SITE DEVELOPMENT PLAN FOR THE T MOBILE FACILITY LOCATED AT 821 MINER'S MESA ROAD

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

Section 1. The City Council hereby conditionally approves a Certificate of Architectural Compatibility and Site Development Plan for the T Mobile Facility located at 821 Miners' Mesa Road, with the following conditions:

A. Development of the site shall be in accordance with the plan sheets provided to the City with this application (as amended to be in conformance with an approved height for the tower) and included in the staff report for this same project proposed by Vertical Bridge Development, LLC;

B. The Option and Lease Agreement with Vertical Bridge Development, LLC and the City approved on January 23, 2019, shall be corrected and resubmitted to City staff for inclusion to a future City Council agenda which corrects the legal descriptions and references in such previously approved Agreement, prior to issuance of a building permit for any work on the City property for this related CMRS tower; and

C. All applicable building and electrical permits must be obtained prior to beginning construction.

RESOLVED AND PASSED this 23rd day of September, 2020.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution for a Height Variance and a Resolution for Site Development Plan, and a Certificate of Architectural Compatibility for the construction of a stealth CMRS telecommunications tower at 821 Miners Mesa Road.

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

MOTION TO APPROVE Resolution No. 46-2020, a resolution proposing a Height Variance of 10 feet to allow a 55-foot-tall Stealth/Faux CMRS tower structure for the T Mobile Facility at 821 Miners Mesa Road with the following Findings:
Findings: This variance application meets all the evaluation criteria outlined in Section 16-366 (4) as evidenced in the memorandum analysis for this proposal.

MOTION TO CONDITIONALLY APPROVE Resolution No. 47-2020, a resolution approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility at 821 Miners Mesa Road with the following Findings and Conditions:
1. Development of the site shall be in accordance with the plan sheets provided to the City with this application (as amended to be in conformance with an approved height for the tower) and included in the staff report for this same project proposed by Vertical Bridge Development LLC;
2. The Option and Lease Agreement with Vertical Bridge Development LLC and the City approved on January 23, 2019 shall be corrected and resubmitted to City staff for inclusion to a future City Council agenda which corrects the legal descriptions and references in such previously approved Agreement, prior to issuance of a building permit for any work on the City property for this related CMRS tower; and
3. All applicable building and electrical permits must be obtained prior to beginning construction.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has received an application from Chris Stryker, a representative from Vertical Bridge Development LLC, requesting the construction of a multi-user telecommunication facility. The construction will consist of installing a tower and required radio/electrical equipment at the base. The proposed facility will be fenced and the tower will be designed as a faux water tower. The application was heard at the June 10, 2020, City Council meeting and was continued on the July 22, 2020 and August 26, 2020 agendas to allow reasonable time for the applicant to prepare and review additional exhibits for City Council review and decision. Refer to the Memorandum dated September 3, 2020 which contains updated information and attachments that support the currently proposed communications tower. The Memorandum attachments also include the original Staff Report from the June 10, 2020 meeting for reference.

AGENDA DATE: September 23, 2020

WORKSHOP DATE: N/A
FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

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

DOCUMENTS ATTACHED: Memorandum and Attachments

RECORD: [ ] Yes [ X ] No

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

SUBMITTED BY: Cynthia L. Linker, CP&D Director

REVIEWED BY: Stephen N. Cole, City Manager

Vincent Harris, AICP, Baseline Corporation
The purpose of this memorandum is to provide additional and new information and updated staff analysis regarding the proposed telecommunication facility tower height and designs that have been prepared by the applicant since the July 22, 2020 Black Hawk City Council hearing.

BACKGROUND:
On May 10, 2019 the City of Black Hawk received an application request for a Height Variance, Certificate of Architectural Compatibility (COAC), and Site Development Plan (SDP) for a Communications Tower for T-Mobile from Chris Stryker, a representative of Vertical Bridge.

On June 22, 2020, the application for a 103-foot multi-user telecommunication facility and a 58-foot height variance request was presented to City Council. Due to new information presented during the hearing, City Council moved to continue the hearing to a later date to allow the applicant sufficient time to revise their application and prepare additional exhibits for City Council to review. The previous and new exhibits showing cellular coverage, tower design, various tower heights, and visual impact simulations are attached to this memorandum.

REQUEST:
The request involves a proposed/revised 55-foot; or 65-foot; or 75-foot multi-user telecommunication facility at 821 Miners Mesa Road. The proposed location is zoned Public Facilities (PF) and is located at the City’s material storage yard on Miners Mesa. The Black Hawk zoning regulations allow a tower on property zoned PF to be no taller than 45 feet above grade, therefore the height variance requested is a deviation of 10, 20, or 30 feet taller than allowed. The City approved a Lease Agreement with Vertical Bridge Development, LLC on January 23, 2019 for the installation and maintenance of a cellular tower facility on City property on Miners Mesa with no understanding of the need for a future height variance. If this application is approved by City Council, then the approved Lease Agreement will need corrections approved in the near future with updated legal descriptions (recently discovered) for this subject lease area.
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

VARIANCE TO ALLOW PROPOSED TOWER HEIGHT

Article XVII - Application Procedures and Submittal Requirements
Section 16-366. Variance and appeals.

Section 16-366 (4) Decision of the Board of Appeals.
(The City Council serves as the Board of Appeals in accordance with the City Code for Variances.)
The applicant provided responses to each of the ten (10) criteria below for the requested height variance for the proposed communications tower. The Black Hawk zoning code for CMRS towers allows them to be 40 feet in height. In the PF zone district, the maximum allowed height is 45 feet. A 55, 65, or 75-foot tall tower is proposed which results in a height variance request.

a. After a public hearing, the Board of Appeals may modify the application of the regulations or provisions of this Chapter relating to the construction or alteration of buildings or structures or uses of land if the Board of Appeals finds that all of the following exist:

1. Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant;
   Staff Comment: The applicant has provided a comparative analysis that shows the current signal strength of most of the major carriers used within the Black Hawk area. The analysis shows that signal strength is generally fair to poor for most major carriers in the area. The applicant has also provided coverage analysis that shows the existing coverage, coverage of a tower at 45 feet, and coverage at 100 feet. Staff feels that due to the technical analysis provided, the location of the tower provides enhanced coverage to the area and an additional 10 feet of tower height is reasonable due to the terrain, existing cellular coverage, and the opportunity for co-location. In addition, see information/email from the applicant (attached) dated September 3, 2020 indicating that the 55 foot tall & 65 foot tall towers will accommodate 3 carriers. The 75’ tower will accommodate 4 carriers.

2. The circumstances causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;
   Staff Comment: The applicant has indicated the request is not caused by themselves but rather the mountainous terrain. The applicant has provided a coverage analysis from a test drive through the City of Black Hawk which shows fair to poor coverage for most of the major cellular carriers. Staff feels that with the poor coverage impacting most major cellular carriers in the area, the circumstances for the requested variance were not created by the applicant.
3. The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted; **Staff Comment:** The applicant has indicated that their plan with the proposed 55-foot tower is also to provide the opportunity to see fewer towers and allowing co-location which, if approved at 55 feet in height, will allow 2 other carriers (3 carriers in total) to utilize the new tower. Staff sees this option as desirable and will likely reduce the number of towers proposed in the area in the future. The applicant has indicated that a 55-foot tower will accommodate 3 carriers in total. There seems to be no need to increase the height to 65 feet since that height will also accommodate up to 3 carriers.

4. The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located; **Staff Comment:** The applicant indicates that the existing terrain with drastic elevation changes in the area creates a hardship to effectively provide the service for users in the area. With the technical information provided in the coverage maps comparing the major cellular carriers’ signal strengths, Staff feels that the circumstances causing the hardship for the requested variance are particular to the land and structure and that an accommodation of allowing the tower to be capped at 55 feet tall provides an opportunity to still have 3 cell phone carriers.

5. The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district; **Staff Comment:** The applicant indicates that the requested 10 feet is the minimum variance proposed. The applicant has worked with the neighboring property owner to propose a tower height of 55 feet that would allow the applicant to provide adequate cellular service to their customers, allow co-location of 2 other cellular providers, and propose a design and height that is compatible with the surrounding area.

6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area; **Staff Comment:** The applicant indicates that the ‘stealth’ designed tower will not inherently impair light, air or views to a detriment of others. Staff does very much desire this ‘barrel’ design over the first tower design which was a ‘lattice tower’ with little to no aesthetic character for the immediate area. If a tower is approved for this site, we recommend that the barrel design be incorporated.
7. The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;

**Staff Comment:** The applicant indicates that the hillside to the west creates ‘shading’ issues for signals to and from the tower and such proposed design will provide an enhancement of the area. Staff suggests the quality of the design and option for 2 additional carriers will be very useful in the future and provide at least 2 more carrier options for others’ equipment.

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

**Staff Comment:** Staff agrees that the proposed tower will not diminish the public safety and welfare, nor increase the risk of fire, flood or traffic congestion.

9. The granting of the variance is necessary to cause substantial justice to be done; and

**Staff Comment:** The applicant and staff suggest that no injustice is included in this request, and that the applicant is not the only carrier that desires ‘height’ in locations for towers. That is simply the nature of towers and how they work. The applicant has worked with Staff and the neighboring property owner to develop a proposed tower height and design that is appropriate and compatible with the surrounding area.

10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

**Staff Comment:** The tower use is permitted at a maximum height of 45 feet in the Public Facilities zone district. Staff feels there is a benefit to allowing the proposed ‘stealth’ tower at a height of 55 feet so that the tower may accommodate equipment for up to 3 providers and with increased signal strength. Increased cellular coverage is an overall benefit for the area and the community that generally ‘desires’ to have good cellular coverage for their mobile phones.

**Staff Summary on the Variance Request:** With the additional information and exhibits provided by the applicant, Staff feels that a 55-foot tower, that includes a 10-foot variance in height, is appropriate at this location and meets the criteria in Section 16-366 (4) for variance requests. Staff recommends approval of a 10-foot variance and a maximum height of a 55-foot ‘barrel design’ tower.
CERTIFICATE OF ARCHITECTURAL COMPATIBILITY

Note: Review of the COAC and SDP component of this project is pertinent if the 10-foot height variance is approved for the proposed tower.

Article XVII - Application Procedures and Submittal Requirements
Section 16-368. City council design review and computability process.

Section 16-368. (a) (3) Any person seeking to modify the exterior of, add to, or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City's design standards.

Section 16-368. (a) (5) The City shall not issue a building permit or site development plan for any of the following activities until a Certificate of Architectural Compatibility ("COAC") has been issued for the project.
   a. Construction of a new building, structure or improvement;
   b. Alteration or reconstruction of, or addition to, the exterior of any improvement;
   c. Demolition of any improvement;
   d. Construction or erection of or addition to any improvement upon any land located within the City; or
   e. Excavations requiring an excavation permit.

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

   a. All plans, drawings and photographs as may be submitted by the applicant;  
      **Staff Comment:** The applicant has submitted plans that are included with this Staff Report.

   b. If a public hearing is required, any information presented at a public hearing held concerning the proposed work;  
      **Staff Comment:** A representative of Vertical Bridge will be present at the public hearing on September 23, 2020 and will be available to respond to questions.

   c. The purpose of this Chapter;  
      **Staff Comment:** The applicant has submitted concept and site plans that attempt to meet the purpose of this Chapter. The stealth tower design has incorporated materials and concepts that are compatible with the historic character of the City as well as with the newer envisioned area in the Miners Mesa District in accordance with the recently adopted 2020 Comprehensive Plan.

   d. Compliance with this Code and the payment of all fees required by this Code;  
      **Staff Comment:** The applicants have and will continue to pay all necessary fees required by the ordinances of the City.
e. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

**Staff Comment:** The proposed stealth design of the tower does seem to fit with the historic character of the City and the location on Miners Mesa. The applicant worked with staff to propose a stealth tower design that is shorter than the originally requested 100-foot tower. This new design and height will not negatively affect the historic or aesthetic interest of the site or the Miners Mesa District of the City.

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

**Staff Comment:** The applicant has worked with staff to attempt to meet the commercial design standards. The proposed tower is designed to look like a historic wooden water tower and will be a natural brown color. The ground equipment will be concealed in a corrugated-metal shed designed to mimic the structures from the mining era. The entire facility will be secured with a split-rail fence and stone column corners.

**Article XVIII - Commercial Mobile Radio Service Facilities**

**Section 16-397.** Equipment storage shelters for CMRS facilities shall adhere to the following design standards to minimize impacts:

1. Equipment storage shelters located outside shall be screened from view by vegetation, fencing or comparable screening.
2. No equipment storage shelter shall exceed fifteen (15) feet in height.
3. The total area of all equipment storage shelters shall not exceed four hundred (400) square feet per facility.

**Staff Comment:** The equipment storage shelter will be enclosed by split rail fencing and stone corner columns. The proposed shelter does not exceed 15 feet in height, or 400 square feet in size.

**Section 16-398. Freestanding CMRS facilities.**

b. Minimum setback. A freestanding CMRS facility shall be set back from each property line one (1) foot of distance for every foot of facility height.

c. Maximum height. A freestanding CMRS facility, including antennae, shall not exceed the maximum structure height limit in the underlying zone district unless the administrative or other written approval specifically allows the facility to exceed that limit.

d. A freestanding CMRS facility shall meet the following design standards to minimize impacts:

1. The facility shall be designed to be compatible with surrounding buildings
and structures and existing or planned uses in the area, subject to applicable Federal Aviation Administration (“FAA”) regulations.

(2) Existing land forms, vegetation and structures shall be used to screen the facility from view and blend in the facility with the surrounding environment, where feasible.

(3) Existing vegetation shall be preserved or enhanced, where feasible.

(4) The facility shall not be lighted unless required by the FAA.

(5) All freestanding CMRS facilities shall accommodate co-location of facilities, unless co-location is technically unfeasible.

(6) Any equipment that could be dangerous to persons or wildlife shall be adequately fenced.

(7) The diameter of a microwave dish antenna shall not exceed four (4) feet.

Staff Comment: The applicant has submitted a Height Variance Request for a CMRS facility for City Council’s review and decision. The facility is designed to allow co-location with up to two more tenants and is adequately fenced to protect persons and wildlife. If a tower height other than the recommended 55-feet is considered and approved by City Council, then minor revisions to the COAC and SDP plans will be needed.

Section 16-401. Application and approval procedures.

(c) City-owned property. The Board of Aldermen shall hold a public hearing to decide on any application to locate a CMRS facility on city-owned property, following the procedure set forth in Section 16-369. At the public hearing, the Board of Aldermen shall consider whether the proposed facility meets the design standards set forth in this Article, and issue a written decision approving or denying the application. The Board of Aldermen may impose reasonable conditions of approval.

Staff Comment: The proposed T-Mobile facility is located on a parcel of land owned by the City of Black Hawk and is zoned Public Facilities (PF). The applicant and the City of Black Hawk executed a lease agreement on January 23, 2019, for a 50’x50’ portion of property at 821 Miners Mesa Road for the proposed communications tower.


SITE DEVELOPMENT PLAN

Article XVII - Application Procedures and Submittal Requirements
Sec. 16-362. Site development standards and procedures for establishing vested property rights.

16-362(b). General Requirements.

(1) Site development regulations shall apply to all areas within the City that are in accordance with at least one (1) of the following:
   a. All uses located within the following zone districts:
      CG - Core Gaming, MG - Millsite Gaming, TG - Transitional Gaming, HD - Hillside Development-Mixed Use [etc.]
   c. Uses which are located or to be located within any other zone district which are specifically made subject to this Chapter by the Board of Aldermen
   d. Uses which are located or to be located on property within any other zone district, and the owner or developer of the property requests an application of these site development plan requirements, subject to this Chapter.

(6) No site development plan will be approved unless all components of the proposed development comply with the Black Hawk Zoning and Subdivision Ordinances and all other applicable ordinances.

Staff comment: The SDP has been reviewed against the development standards in the Public Facilities zone district, and other applicable sections of the Zoning Ordinance. Staff considers the SDP to be in compliance with the City’s zoning regulations regarding site development plans.

Sec. 16-362(c). Application and site development plan submittal requirements.

Staff comment: Section 16-362(c) outlines the required submittal items that must accompany an application for a Site Development Plan. The submitted SDP contains the necessary submittal materials which are included in the applicant’s application submittal included herein.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the information provided by Vertical Bridge for this project. Based on the three items before the City Council it is recommended that the Variance request be dealt with as a first action. If the City Council does not approve the 10-foot height variance, the Site Development Plan (SDP) and Certificate of Architectural Compatibility (COAC) items are a moot point unless the applicant indicates in the hearing that they will intend to build a site with a 45 foot tall tower.

If City Council approves the tower height Variance request, staff from Baseline Corporation recommends that the SDP and the COAC be approved (with simple tower height corrections regarding the approved height if necessary). Staff suggests that the proposed facility and design concept is acceptable, creates the least obtrusive visual solution possible in order to provide the functions needed for a CMRS facility, and meets the Design Guidelines for communication equipment uses adopted by the City of Black Hawk.
In summary, Staff recommends that the Motion for the requested Variance be addressed first, then a second Motion for a Site Development Plan and a Certificate of Architectural Compatibility for the T-Mobile Facility proposed herein, subject to the following findings and motions with conditions:

**FINDINGS:**
City Council may **approve, conditionally approve, or deny** a Variance, a Site Development Plan, and a Certificate of Architectural Compatibility. The following motions can be used for each item:

*The proposed T-Mobile CMRS Tower Facility proposed meets the intent of the criteria outlined in Section 16-366, Section 16-368, and Section 16-362 of the Municipal Code and those found in Black Hawk’s Design Guidelines as noted and evaluated in the staff report presented to City Council.*

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

**MOTION TO APPROVE Resolution No. 46-2020, a resolution proposing a Height Variance of 10 feet to allow a 55-foot tall Stealth/Faux CMRS tower structure for the T-Mobile Facility at 821 Miners Mesa Road with the following Findings:**

Findings: This variance application meets all the evaluation criteria outlined in Section 16-366 (4) as evidenced in the memorandum analysis for this proposal.

**MOTION TO CONDITIONALLY APPROVE Resolution No. 47-2020, a resolution approving a Certificate of Architectural Compatibility and a Site Development Plan for the T-Mobile Facility at 821 Miners Mesa Road with the following Conditions:**

1. Development of the site shall be in accordance with the plan sheets provided to the City with this application (as amended to be in conformance with an approved height for the tower) and included in the staff report for this same project proposed by Vertical Bridge Development LLC;
2. The Option and Lease Agreement with Vertical Bridge Development LLC and the City approved on January 23, 2019 shall be corrected and resubmitted to City staff for inclusion to a future City Council agenda which corrects the legal descriptions and references in such previously approved Agreement, prior to issuance of a building permit for any work on the City property for this related CMRS tower; and
3. All applicable building and electrical permits must be obtained prior to beginning construction.

**ATTACHMENTS:**
- Vertical Bridge email and Exhibits 1-2 of Cellular Providers Comparative Coverage
- Cellular Coverage Maps 1-3
- Tower Height Simulation Exhibits A-B and 1a-7c
- Vertical Bridge email re: Colocation options by tower height
- FJGG (Attorney for Proximo Spirits, LLC) email re: Support for a tower not taller than 55 feet
- Original Staff Report from the June 10, 2020 Black Hawk City Council Hearing
Vince,

Attached is another report we commissioned that shows the current signal strength of most of the major carriers used in the Black Hawk, CO area. As you can see from the models, these are taken from a drive test along the roads around the city. Most everywhere shows poor to no coverage for almost all of the carriers which is evidence that the carriers will need this tower, especially once the distillery is built and operational.

I thought this would be a telling piece of data to assist with not only TMO’s request, but also the need for our future tenants. I am available to talk whenever you have time today.

Matt Grugan
Senior Project Manager
Cell: 678-488-1866
mgrugan@verticalbridge.com
www.verticalbridge.com
Cellular Providers Comparative Coverage - Exhibit 2

Map

Satellite

Signal Strength
Carriers: T-Mobile, Verizon, AT&T, Sprint, FirstNet, U.S. Cellular, Choice Wireless, Network: 2g, 3g, 4g, No Signal
Ranges: Excellent, Fair, Poor,
Radius: 2 mi
Area: 12.56 mi²
Lat/Lon: 39.79034561, -108.186834, 105.8649232002724
Address: 917 James Mesa Rd, Bishop, CA 93514, USA

AT&T FirstNet Sprint T-Mobile Verizon
High 5% 25% 25% 5% 5%
Medium 24% 75% 67% 78% 58%
Low 10% 5% 24% 17% 24%
Cellular Coverage Map 1

Existing Coverage
Cellular Coverage Map 2

Proposed Coverage @45’
Cellular Coverage Map 3

Proposed Coverage @ 100’
Tower Height Simulation Exhibit B
(This location map shows seven (7) locations selected for view simulation)
US-CO-5063
BLACK HAWK PUBLIC WORKS
100FT. WATER TOWER SIMULATION

View #2 from Central City Parkway approximately 2,700ft. southwest of site
Tower Height Simulation Exhibit 3a

US-CO-5063
BLACK HAWK PUBLIC WORKS
45FT. WATER TOWER SIMULATION

View #3 from Central City Parkway approximately 2,200ft. south of site
Existing View

US-CO-5063
BLACK HAWK PUBLIC WORKS
45FT. WATER TOWER SIMULATION

View #4 from Lake Gulch Road
approximately 700ft. southwest of site
US-CO-5063
BLACK HAWK PUBLIC WORKS
75FT. WATER TOWER SIMULATION

View #4 from Lake Gulch Road
approximately 700ft. southwest of site
Tower Height Simulation Exhibit 5c

US-CO-5063
BLACK HAWK PUBLIC WORKS
100FT. WATER TOWER SIMULATION
View #5 from Lake Gulch Road approx. 1,650ft. west-southwest of site
Existing View

Tower Height Simulation Exhibit 6b

US-CO-5063
BLACK HAWK PUBLIC WORKS
75FT. WATER TOWER SIMULATION

View #6 from Lake Gulch Road
approx. 3,300ft. west-southwest of site
Existing View

Tower Height Simulation Exhibit 7a

US-CO-5063
BLACK HAWK PUBLIC WORKS
45FT. WATER TOWER SIMULATION

View #7 from Central City Parkway approx. 4,400ft. west-southwest of site
Sure. The 55’ & 65’ towers will accommodate 3 carriers. The 75’ tower will accommodate 4.

Matt Grugan  
Senior Project Manager  
Cell: 678-488-1866  
mgrugan@verticalbridge.com  
www.verticalbridge.com

From: Vince Harris <vince@baselinecorp.com>  
Sent: Wednesday, August 26, 2020 6:59 AM  
To: Matthew Grugan <MGrugan@verticalbridge.com>  
Cc: Melanie Nieske <melanie.nieske@baselinecorp.com>  
Subject: RE: Vertical Bridge Tower Proposal to City of Black Hawk -- Proximo Response

CAUTION: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Matt. Can you provide a clear indication how many providers will “Fit” on each of the three towers at the alternative heights? And is there a proposed height suggested at this time from you as the applicant? Please advise. Thanks.


Committed to our clients and communities, many on our team are working remotely while staying well. We are in this together and are here for you.
From: Matthew Grugan <MGrugan@verticalbridge.com>
Sent: Tuesday, August 25, 2020 8:42 PM
To: Vince Harris <vince@baselinecorp.com>
Cc: Melanie Nieske <melanie.nieske@baselinecorp.com>; Matthew Grugan <MGrugan@verticalbridge.com>
Subject: RE: Vertical Bridge Tower Proposal to City of Black Hawk -- Proximo Response

Vince/Melanie,

Please see attached model with the revised tower sims. We did one at the 55’ height that was agreed to be supported by Proximo, along with two other options at 65’ and 75’ respectively.

Please review and let me know if these are sufficient for the staffs needs. If so, we will plan on talking on the evening of our hearing. If changes are needed, please advise and we will address ASAP. Thank you for all the help provided to date.

Matt Grugan
Senior Project Manager
Cell: 678-488-1866
mgrugan@verticalbridge.com
www.verticalbridge.com
Dear Matthew,

The consensus on the team is that they would have no issues with a 55’ tower.

Best,
Harmon

---

**CAUTION:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

**FJGG Frascona Joiner Goodman & Greenstein PC**
4750 Table Mesa Drive, Boulder, CO 80305
Main: 303-494-3000 Direct: 303-539-9221 Fax: 303-494-6309
harmon@frascona.com www.frascona.com

Please note, we will never send you wiring instructions via email.

NOTICE: The information contained in this electronic mail message may be attorney privileged or attorney work product, and is, in any event, confidential information intended only for the use of the individual or entity addressee named above. If you are not the intended recipient, or the employee or agent responsible for delivery to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, and any review, dissemination, distribution, or copying of the accompanying materials is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (303) 494-3000 or electronic mail, and return the original message to us.

---

Matt Grugan
Senior Project Manager
Cell: 678-488-1866
mgrugan@verticalbridge.com

---

Second email with additional sims attached.
From: Matthew Grugan <MGrugan@verticalbridge.com>
Sent: Tuesday, August 11, 2020 2:47 PM
To: harmon@frascona.com
Cc: Matthew Grugan <MGrugan@verticalbridge.com>; Vince Harris <vince@baselinecorp.com>; Melanie Nieske <melanie.nieske@baselinecorp.com>
Subject: Vertical Bridge Tower Proposal - City of Black Hawk, CO - Email 1 of 2
Importance: High

Good afternoon Harmon,

I hope this email finds you safe and well. Per our discussion several weeks ago, I’ve enlisted the help of one of our vendors to produce photo sims depicting our proposed tower facility superimposed into pictures we’ve taken from different views off major roadways looking back towards the Proximo development and City of Black Hawk facility where the tower will be situated. A summary of the attachments are below:

- A map to provide you the locations of where we took the pictures from looking towards the Proximo property and proposed tower location. The red flags are labeled with a number. Each sim is labeled with that number as well.
- We originally had planned to provide sims for SEVERAL different proposed tower heights but so many ended up looking similar to each other it was tough to distinguish the different heights. We decided to go with sims representing the following heights:
  - 45’ to show what the proposed tower will look like per the Black Hawk city code height limitation;
  - 100’ to show what our original requested height would look like; and
  - 75’ which is a good split between the two heights.
- A model rendering showing the three different height elevations so your team can see what we are proposing to the City of Black Hawk staff and how they look in more detail on a white background instead of superimposed onto a photo. I think these will give you a clear view of the details. I think these came out very nice.

Please review the attached and let me know your thoughts. I am also available to schedule a call to discuss any questions and/or concerns you may have. I’ve copied both Vince Harris and Melanie Nieske from Baseline Engineering. They have also been given the attachments are willing to join a call, if needed, to assure all three parties are on the same page and a common direction be taken. Thank you for the suggestions you provided us as well as the opportunity to involve Proximo with the tower proposal to make sure Black Hawk comes away with a design that works for all parties. We look forward to hearing back from you and hopefully scheduling a call in the very near future to discuss. FYI – We are tentatively scheduled for the 9/23 hearing.

Thanks Harmon.

Matt Grugan
Senior Project Manager
Staff Report
BACKGROUND:
On May 10, 2019 the City of Black Hawk received an application request for a Certificate of Architectural Compatibility (COAC), a Height Variance, and Site Development Plan for a Communications Tower for T-Mobile from Chris Stryker, a representative of Vertical Bridge. The request involves a proposed 103-foot multi-user telecommunication facility at 821 Miners Mesa Road. The proposed location is zoned Public Facilities (PF) and is located at the City’s material storage yard on Miners Mesa. The Black Hawk zoning regulations allow a tower on property zoned PF to be no taller than 45 feet above grade, therefore the variance requested is a deviation of 58 feet taller than allowed. The City approved a Lease Agreement in January 2019 with Vertical Bridge Development, LLC on January 23rd, 2019, for the installation and maintenance of a cellular tower facility on City property on Miners Mesa with no understanding of the need for a future variance. If this application is approved by City Council, then the approved Lease Agreement will need corrections approved in the near future with updated legal descriptions (recently discovered) for this subject lease area.

Telecommunication towers require a license from the Federal Communications Commission (FCC), so the project was reviewed under Section 106 of the National Historic Preservation Act (NHPA). The review found that the proposed tower will have no adverse effect on resources within the area of potential effects. The full review can be found in the attached documents.
Vicinity Map

The extent of the proposed facility is identified below and includes:

- **Site Plan:** Within the 50’x50’ lease area, the applicant is proposing a 48’x48’ fenced compound to secure the tower and equipment. The compound will be accessed by a 20’-wide access easement and a 16’-wide access gate. Utilities are proposed to follow the access drive within the access and utility easement.

- **Site Elevation:** The applicant is proposing a ‘stealth’ tower concept that would align with the historic character and aesthetic interest of the City. The concept includes a faux wooden barrel at the top of the structure that resembles a historic water tower which will enclose the antennas. The support structure will also mimic a water tower appearance with wider support legs and will be painted a natural brown color. The equipment shed, at the base of the tower, is proposed to resemble a historic mining shed for equipment and will use corrugated metal material to enclose
the ground equipment. The 48’x48’ compound fencing is proposed to use split-rail fencing and decorative brick columns at the corners.

- **Proposed Materials:** The proposed equipment shed, at the base of the tower, is designed to resemble historic mining equipment and will use corrugated metal material to enclose the ground equipment. The 48’x48’ compound fencing is designed to use split-rail fencing and decorative brick columns at the corners. Examples of the proposed materials and colors are shown below.

Example of faux water tower stealth design painted natural brown
The following portions of the report are separated into three sections, first is the evaluation of the Height Variance request, then the Certificate of Architectural Compatibility (COAC), and last the Site Development Plan (SDP). There are two separate motions to manage for this application; a first motion will be related to the Variance request, and then the COAC and SDP item together in a single second motion.
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

VARIANCE TO ALLOW PROPOSED TOWER HEIGHT

Article XVII - Application Procedures and Submittal Requirements
Section 16-366. Variance and appeals.

Section 16-366 (4) Decision of the Board of Appeals.
(The City Council serves as the Board of Appeals in accordance with the City Code for Variances.) The applicant provided responses to each of the ten (10) criteria below for the requested height variance for the proposed communications tower. The Black Hawk zoning code for CMRS towers allows them to be 40 feet in height. In the PF zone district the maximum allowed height is 45 feet. A 103-foot tall tower is proposed which results in a 53 foot variance request.

a. After a public hearing, the Board of Appeals may modify the application of the regulations or provisions of this Chapter relating to the construction or alteration of buildings or structures or uses of land if the Board of Appeals finds that all of the following exist:

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

Staff Comment: The applicant has indicated that the historic and current topography in the area provides ‘shading issues’ with their cellular panel equipment if the equipment is located on a tower, at this location, lower than 96 feet above ground. What staff did not see in anything provided by the applicant, is a technical analysis/document that may ‘visually’ show the effects of the terrain and topography. T-Mobile intends with the design of the faux water barrel on the top, that the top of the panels will actually be at an elevation of approximately 90 feet above grade with the bottom of the panel antennas at about 80 feet above grade. Refer to page 3 above for the diagram. The additional 53 feet in height requested for the tower in this location does not appear warranted with any data provided or ‘shading analysis’ showing the issue and/or the effects for his location.

Systems as this have many different ways to accommodate coverages desired. But it appears to staff that functionally the tower proposed at 103 feet in height may allow full and complete coverage in one area it serves but we have no understanding what the effects are if the tower is lower (at 45 feet tall) at this location. Staff currently sees no specific reason for warranting a taller tower.

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

Staff Comment: The applicant has indicated the request is not caused by themselves but rather the existing mountainous and hilly terrain. Cell tower panels do work effectively to provide ‘coverage’
in many mountainous areas in the state as well as in this area. Again, staff sees no direct analysis or documentation of how the effects of a lower tower hinder this site from function in the T-Mobile system of towers throughout the mountainous areas nearby.

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

**Staff Comment:** The applicant has indicated that their plan with the proposed 103 foot tower is also to provide the opportunity to see fewer towers and allowing co-location which, if approved at 103 feet in height, will allow other carriers to utilize the new tower in the future as well. Staff sees this option as useful and desirable so as to not have more or multiple towers proposed in the area and the future. However, staff understood that when the lease was approved for the site in January 2019 that the intent was to allow/have a tower on the site that met the height allowance in the zoning regulations.

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

**Staff Comment:** The applicant indicates that the existing terrain with drastic elevation changes in the area create a hardship to effectively provide the service for users of their service in the area. Staff still sees a need for more technical data explaining why a 45 foot tower (or a tower at some other height less than 103 feet) doesn’t work for this location.

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

**Staff Comment:** The applicant indicates that the request is the minimum variance proposed. Staff currently is not convinced of a specific height that makes this site useable vs. not useable for a communications tower. Maybe there is another height that is more than 45 feet and less than 103 feet that may functionally work to provide coverage?

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

**Staff Comment:** The applicant indicates that the ‘stealth’ designed tower will not inherently impair light, air or views to a detriment. Staff does very much desire this ‘barrel’ design over the first tower design which was a ‘lattice tower’ with little to no aesthetic character for the immediate area. If a tower is approved for this site, we recommend that the barrel design be incorporated.

7. *The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;*
Staff Comment: The applicant indicates that the hillside to the west creates ‘shading’ issues for signals to and from the tower and such proposed design will provide and enhancement of the area. Staff suggests the quality of the design and option for two other carriers will be useful in the future and provide at least two more carrier options for their equipment. However, the entire height of 103 feet is still a concern and the additional 58 foot taller tower may significantly stand out on top of Miners Mesa.

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

Staff Comment: Staff agrees that the proposed faux tower will not diminish the public health and safety as proposed. If the tower is not located here, then cell coverage is still available so not having any tower here doesn’t harm the general public safety here either.

9. The granting of the variance is necessary to cause substantial justice to be done; and

Staff Comment: The applicant and staff suggest that no injustice is included in this request, and that the applicant is not the only carrier that desires ‘Height’ in locations for towers. That is simply the nature of towers and how they work. The issue here seems to be at what height is appropriate for this location; and T-Mobile needs to substantiate at what height of a tower on this location provides a no useful value for this project on this site.

10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

Staff Comment: The tower use is permitted (at a maximum height of 45 feet) and staff likes that one singular ‘stealth’ designed tower with the ability to have up to 3 providers with useful coverage is good.

Staff Summary on the Variance Request: As seen with the responses by staff which are responses to the applicants’ information to try and substantiate the requested 53 foot variance, staff is not convinced that the tower has to be 103 feet tall and likewise that a 45 foot tall tower in this location is useless. Staff does not recommend approval of a 58 foot variance with the current information and data provided. Staff suggests that the City Council hold the hearing, review this staff report, and hear from the applicant on their issues and concerns with the ability to have a 45 foot tower which is currently allowed, then decide if any variance for height may be warranted.

CERTIFICATE OF ARCHITECTURAL COMPATIBILITY

Note: Review of this component (COAC and SDP) of the proposed project is useful if some version of a height variance is approved for the proposed tower; or if the applicant indicates in the hearing on June 10, 2020 that they would desire to build the site with the allowed 45 foot tower.

Article XVII - Application Procedures and Submittal Requirements
Section 16-368. City council design review and computability process.

P-19-12– T Mobile Facility Height Variance, COAC, and SDP
Section 16-368. (a) (3) Any person seeking to modify the exterior of, add to, or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City's design standards.

Section 16-368. (a) (5) The City shall not issue a building permit or site development plan for any of the following activities until a Certificate of Architectural Compatibility ("COAC") has been issued for the project.

a. Construction of a new building, structure or improvement;
b. Alteration or reconstruction of, or addition to, the exterior of any improvement;
c. Demolition of any improvement;
d. Construction or erection of or addition to any improvement upon any land located within the City; or
e. Excavations requiring an excavation permit.

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

a. All plans, drawings and photographs as may be submitted by the applicant;
   Staff Comment: The applicant has submitted plans that are included with this Staff Report.

b. If a public hearing is required, any information presented at a public hearing held concerning the proposed work;
   Staff Comment: A representative of Vertical Bridge will provide additional information at the hearing on June 10, 2020 if needed, and any persons that wish to comment on the application

c. The purpose of this Chapter;
   Staff Comment: The applicant has submitted concept and site plans that attempt to meet the purpose of this Chapter. The stealth tower design has incorporated materials and concepts that are compatible with the historic character of the City as well as with the newer envisioned area in the Miners Mesa District in accordance with the recently adopted 2020 Comprehensive Plan.

d. Compliance with this Code and the payment of all fees required by this Code;
   Staff Comment: The applicants have and will continue to pay all necessary fees required by the ordinances of the City.

e. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and
   Staff Comment: The proposed stealth design of the tower does seem to fit with the historic character of the City and the location on Miners Mesa. The applicant worked with staff to propose a stealth tower design that will not negatively affect the historic or aesthetic interest of the site or the Miners Mesa District of the City.

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

Staff Comment: The applicant has worked with staff to attempt to meet the commercial design standards. The proposed tower is designed to look like a historic wooden water tower and will be painted a natural brown color. The ground equipment will be concealed in a corrugated-metal shed designed to mimic the mining era. The entire facility will be secured with a split-rail fence and stone column corners.

**Article XVIII - Commercial Mobile Radio Service Facilities**

**Section 16-397.** Equipment storage shelters for CMRS facilities shall adhere to the following design standards to minimize impacts:

1. Equipment storage shelters located outside shall be screened from view by vegetation, fencing or comparable screening.
2. No equipment storage shelter shall exceed fifteen (15) feet in height.
3. The total area of all equipment storage shelters shall not exceed four hundred (400) square feet per facility.

Staff Comment: The equipment storage shelter will be enclosed by split rail fencing and stone corner columns. The shelter does not exceed 15 feet in height and the total area of the equipment storage shelter does not exceed 400 feet.

**Section 16-398. Freestanding CMRS facilities.**

1. Minimum setback. A freestanding CMRS facility shall be set back from each property line one (1) foot of distance for every foot of facility height.
2. Maximum height. A freestanding CMRS facility, including antennae, shall not exceed the maximum structure height limit in the underlying zone district unless the administrative or other written approval specifically allows the facility to exceed that limit.
3. A freestanding CMRS facility shall meet the following design standards to minimize impacts:
   1. The facility shall be designed to be compatible with surrounding buildings and structures and existing or planned uses in the area, subject to applicable Federal Aviation Administration (“FAA”) regulations.
   2. Existing land forms, vegetation and structures shall be used to screen the facility from view and blend in the facility with the surrounding environment, where feasible.
   3. Existing vegetation shall be preserved or enhanced, where feasible.
   4. The facility shall not be lighted unless required by the FAA.
   5. All freestanding CMRS facilities shall accommodate co-location of facilities, unless co-location is technically unfeasible.
   6. Any equipment that could be dangerous to persons or wildlife shall be
adequately fenced.

(7) The diameter of a microwave dish antenna shall not exceed four (4) feet. Staff Comment: The applicant has submitted a Variance Request for at 103-foot CMRS facility for City Council’s review and decision. The facility is designed to allow collocation with up to two more tenants and is adequately fenced to protect persons and wildlife. If a different height of a tower is ‘agreed’ to and approved by City Council, then minor revisions to the COAC and SDP plans will be needed.

Section 16-401. Application and approval procedures.

(c) City-owned property. The Board of Alderman shall hold a public hearing to decide on any application to locate a CMRS facility on city-owned property, following the procedure set forth in Section 16-369. At the public hearing, the Board of Alderman shall consider whether the proposed facility meets the design standards set forth in this Article, and issue a written decision approving or denying the application. The Board of Alderman may impose reasonable conditions of approval.

Staff Comment: The proposed T Mobile facility is located on a parcel of land owned by the City of Black Hawk and is zoned Public Facilities (PF). The applicant and the City of Black Hawk executed a lease agreement on January 23rd, 2019, for a 50’x50’ portion of property at 821 Miners Mesa Road for the proposed communications tower.

SITE DEVELOPMENT PLAN:

Article XVII - Application Procedures and Submittal Requirements
Sec. 16-362. Site development standards and procedures for establishing vested property rights.

16-362(b). General Requirements.

(1) Site development regulations shall apply to all areas within the City that are in accordance with at least one (1) of the following:
   a. All uses located within the following zone districts:
      CG - Core Gaming, MG - Millsite Gaming, TG - Transitional Gaming, HD - Hillside Development-Mixed Use [etc.]

   c. Uses which are located or to be located within any other zone district which are specifically made subject to this Chapter by the Board of Aldermen

   d. Uses which are located or to be located on property within any other zone district, and the owner or developer of the property requests an application of these site development plan requirements, subject to this Chapter. …..

(6) No site development plan will be approved unless all components of the proposed development comply with the Black Hawk Zoning and Subdivision Ordinances and all other applicable ordinances.
Staff comment: The SDP has been reviewed against the development standards in the Public Facilities zone district, and other applicable sections of the Zoning Ordinance. The SDP, as currently proposed is in compliance, in staff’s opinion.

Sec. 16-362(c). Application and site development plan submittal requirements.
Staff comment: Section 16-362(c) outlines the required submittal items that must accompany an application for a Site Development Plan. The submitted SDP contains the necessary submittal materials which is included in the applicant’s application submittal included herein.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by Vertical Bridge for this project. Based on the three items before the City Council it is recommended that the Variance request be dealt with as a first action, because if the City Council does not approve the entire 53 foot height variance, the Site development Plan (SDP) and Certificate of Architectural Compatibility (COAC) items are a moot point, unless the applicant indicates in the hearing that they will intend to build a site with a 45 foot tall tower. If City Council approves the tower height Variance request (or a variance at a different height more than 45 feet tall), staff from Baseline Corporation recommends that the SDP and the COAC (with simple tower height corrections to an approved height) be approved regardless of the height approved. Staff suggests that the proposed facility and design setup is acceptable, creates the least obtrusive visual solution possible to provide the functions needed for a CMRS facility, and meets the Design Guidelines for communication equipment uses adopted by the City of Black Hawk.

This application submittal and architectural plan set is the last of many options the applicant and staff have discussed on the project since the original submittal of the application. Many variations and versions have been commented on and revised prior to this submittal.

In summary, Staff recommends that the Motion for the requested Variance be addressed first, then a second Motion for a Site Development Plan and a Certificate of Architectural Compatibility for the T-Mobile Facility proposed herein, subject to the following findings and motions with conditions:

FINDINGS:
City Council may approve, conditionally approve, or deny a Variance, a Site Development Plan, and a Certificate of Architectural Compatibility. The following motions can be used for each item:

The proposed T-Mobile CMRS Tower Facility proposed meets the intent of the criteria outlined in Section 16-366, Section 16-368, and Section 16-362 of the Municipal Code and those found in Black Hawk’s Design Guidelines as noted and evaluated in the staff report presented to City Council.

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

MOTION TO DENY Resolution No. ___-2020, a resolution proposing a Height Variance of 53 feet to allow a 103 foot tall Stealth/Faux CMRS tower structure for the T Mobile Facility at 821 Miners Mesa Road with the following Findings:
Findings: This variance application does not meet all the evaluation criteria outlined in Section 16-366 (4) as evidenced in the staff report analysis for this proposal. No direct data is found or understood to warrant a tower taller than 45 feet as allowed in the Public Facilities Zone District. All of the criteria in Section 16-366 (4) to review a requested variance is not met.

Note: Depending on the decision above the following motion may be used, but may need to be modified based on the decision on the requested Variance or tower height.

MOTION TO APPROVE Resolution No. ___-2020, a resolution approving a Certificate of Architectural Computability and a Site Development Plan for the T Mobile Facility at 821 Miners Mesa Road with the following Findings and Conditions:

1. Development of the site shall be in accordance with the plan sheets provided to the City with this application (as amended to be in conformance with an approved height for the tower) and included in the staff report for this same project proposed by Vertical Bridge Development LLC;
2. The Option and Lease Agreement with Vertical Bridge Development LLC and the City approved on January 23, 2019 shall be corrected and resubmitted to City staff for inclusion to a future City Council agenda which corrects the legal descriptions and references in such previously approved Agreement, prior to issuance of a building permit for any work on the City property for this related CMRS tower; and
3. All applicable building and electrical permits must be obtained prior to beginning construction.

Attachments:

- Land Development Application Form
- Letter of Intent
- Variance Request
- Lease Exhibit
- Survey
- Lease Agreement
- Cultural Resources Report
- Legal Description
Applicant’s Submittal
DATE: 05/10/19

APPLICANT NAME: Vertical Bridge/Chris Stryker
APPLICANT ADDRESS: P.O. Box 1558
APPLICANT MAILING ADDRESS: Denver, CO. 80201
APPLICANT CONTACT NUMBER: 303.859.0344 EMAIL ADDRESS: chris@strykersiteservices.com

PROPERTY OWNER NAME: City of Black Hawk
PROPERTY OWNER ADDRESS: 201 Selak St. Black Hawk, CO. 80422
PROPERTY OWNER CONTACT NUMBER: Tom Isbester EMAIL ADDRESS: 303.582.1324

PROJECT NAME: DN01510D-T-Mobile / Black Hawk Public Works
PROJECT ADDRESS: TBD Miners Mesa Rd.
PROJECT DESCRIPTION: Installation of a 100’ Multi-User Telecommunication Facility with associated radio/electrical equipment near the base of the tower.

IS PROPERTY WITHIN CITY LIMITS: YES ☐ NO ☐
PRESENT ZONING: N/A CURRENT USE: Material Storage Lot for the City
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): N/A
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): N/A
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): N/A EXISTING PROPERTY SIZE: _____ ACRES/SQ.FEET
(Please attach a copy of survey/plat.)
EXISTING BUILDING SIZE: N/A _______ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: N/A

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

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand the Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code, 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.

The application must be submitted in person to the Community Planning and Development office. A complete submittal of one (1) hard copy set and one (1) electronic copy in PDF format on flash drive, as well as the receipt of application fee payment, must accompany the application. Application fees may be paid online at: http://www.cityofblackhawk.org/city-departments/community-planning-development/

SIGNATURE OF APPLICANT: Chris C. Stryker DATE: 05/13/19
Rev. 1.17.2019
March 25, 2020

City of Black Hawk
201 Selak St.
Black Hawk, CO. 80422

RE: Proposed Vertical Bridge Development, LLC Multi-User Telecommunication Facility (US-CO-5063 Black Hawk)

To Whom it May Concern,

Vertical Bridge Development, LLC is proposing to construct a 100’ multi-user telecommunication facility within a 50’ x 50’ leased area adjacent to Miners Mesa Road. The installation will consist of installing a 100’ stealth tower with antenna arrays concealed within a barrel-like enclosure on the top. The proposed facility will also include a farm-style wooden fence round the leased area with brick/stone ornamental corner posts and our tenants required radio/electrical equipment placed within a wooden shelter at the base of the tower to conceal the equipment. The tower will be designed to accommodate up to three (3) tenants in order to reduce the number of towers required in the area. If you have any questions or require additional information, please do not hesitate to call either myself at the number below or Matt Grugan with Vertical Bridge Development, LLC (applicant) @ 678-488-1866. Thank you in advance for your consideration.

Chris C. Stryker
Manager, Stryker Site Services, LLC
Contractor for Vertical Bridge
(303) 859-0344 (voice)
Sec. 16-402. Height Limit.

In no case shall a CMRS facility located on property owned by the City or in any public right-of-way exceed forty (40) feet in height.

(Ord. 2016-14 §2)

Sec. 16-366. Variances and appeals.

(2) Variances.

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

(4) Decision of the Board of Appeals.

a. After a public hearing, the Board of Appeals may modify the application of the regulations or provisions of this Chapter relating to the construction or alteration of buildings or structures or uses of land if the Board of Appeals finds that all of the following exist:

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

2. The circumstances causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;
   Response: RESPONSE ON ADDITIONAL SHEET

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

4. The circumstances causing the unnecessary hardships are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;
   Response: RESPONSE ON ADDITIONAL SHEET

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

P-19-12 T Mobile Facility COAC Variance Criteria
6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;
   Response: RESPONSE ON ADDITIONAL SHEET

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

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

9. The granting of the variance is necessary to cause substantial justice to be done; and
   Response: RESPONSE ON ADDITIONAL SHEET

10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.
    Response: RESPONSE ON ADDITIONAL SHEET
ANSWERS TO THE VARIANCE REQUEST QUESTIONS:

4 (1): Due to the extreme topography challenges present in the City of Black Hawk, the Miners Mesa location is the optimal location to effectively cover the surrounding roadways, (Miners Mesa, Hwy 119, Central City Parkway, etc) and households/businesses effectively. T-Mobile has determined the lowest RAD center that will effectively cover the area efficiently would be 96’, which is the basis of our 103’ tower request. Anything lower will have shading issues created by the topo elevation changes. The additional height will also deter more towers from being added in the city and county as the taller structure height will accommodate additional future tenants who will be able to cover the area much more effectively from the available RADs (85’, 75’, 65’ etc) than from a 40’ tower as outlined in the City code.

4 (2): The hardship that caused the request for additional tower height which T-Mobile need to meet it coverage objective is due to the existing terrain surrounding the City of Black Hawk. As mentioned in 4(1), a 40’ tower will not provide the height needed four the anchor tenant or any future tenants to meet the minimum coverage requirements.

4 (3): The request for the additional tower height is not one of negligence or profit, it is a request of need, and our tenant’s need should also promote collocation opportunities for future carriers needs. What usually holds true for one carrier is true for all carriers, meaning if T-Mobile needs the additional height, so will others. By allowing our application to be approved for a 103’ structure, the tower facility will not only provide T-Mobile the height needed to meet their coverage objectives, but it will allow space for multiple users, thus reducing the need for multiple towers in the area.

4 (4): The height variance request is due solely on the fact that the existing terrain and drastic elevation changes in the surrounding area cause the need and hardship.

4 (5): Correct - for T-Mobile to meet the coverage objective and provide adequate space for future tenants, 103’ is the minimum acceptable height required.

4 (6): No, the proposed facility was requested to be stealth in nature causing Vertical Bridge to propose the water tower style tower. The proposed tower will not impair the supply of light and/or air, nor impair or impact the view from adjacent properties. The proposed style was selected specifically to enhance the areas history and blend into the surroundings rather than stand out aesthetically. The upgrade from our original proposed lattice tower to the stealth water tank should positively affect property values within the surrounding area.

4 (7): As mentioned in 4(6) above, the tower has been redesigned to a stealth water tower which better represents the City’s historic charm and enhances the character of the surrounding area. There is an existing tower structure the sits 2,750’ to the west of our proposed tower, behind the public works department offices. That existing tower was vetted by T-Mobile for collocation prior to pursuing a new tower. The hillsides immediately behind the existing tower causes shading and does not allow optimal coverage to the surrounding area.

4 (8): The proposed facility will enhance public safety by providing much needed wireless coverage & E911 capabilities to visitors and residents of the area. Because the facility will be unmanned once built,
there will be no increase in traffic. The facility will be composed primarily of hardscapes and non-flammable materials and does not require any water or wastewater services eliminating risks of fire, flood and other potential impacts and hazards.

4 (9): Granting the variance will create one tower with the capability to hold multiple tenants thus providing a better outcome for the city and surrounding community than a proliferation of short towers in the community.

4 (10): The proposed use is allowed through the City of Black Hawk Land Use. The variance will not establish a non-conforming use.
TOPOGRAPHIC SURVEY

VERTICAL BRIDGE SITE US-CO-5063 - BLACK HAWK

SITUATED IN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.

COUNTY OF GILPIN, STATE OF COLORADO

PROJECT INFORMATION:

LAND SURVEY

Sheet Number: LS2

<table>
<thead>
<tr>
<th>Sheet</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Section 18</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Lease/Embankment</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Right-of-Way/Engineer</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Project</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Contract</td>
<td>5</td>
</tr>
</tbody>
</table>

BLACK HAWK

SITE ADDRESS: 821 WINNERS MEWA ROAD
BLACK HAWK, CO 80427

DALLY LAND SURVEYING, INC.
PARKER, CO

105 of 242
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “Agreement”) is made this 23rd day of January, 2019 (the “Effective Date”), by and between City of Black Hawk, a Colorado municipal corporation (the “Landlord”), whose address is 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company (the “Tenant”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

WHEREAS, the Landlord owns certain real property located in the County of Gilpin, in the state of Colorado, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the “Property”); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50’ x 50’ (approximately 2,500 square feet) (the “Premises”), which Premises is more particularly described and/or depicted in Exhibit 2 attached hereto, for the erection of a communications tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant the exclusive option to lease the Premises.

(b) From and after the date of this Agreement as set forth above for the time period set forth below (the “Option Period”), and at any time during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “Government Approvals”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property. Tenant will disclose any defects found during the investigation. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.

109 of 242
(c) In consideration of Landlord granting Tenant the Option Period, Tenant agrees to pay Landlord the sum of Three Thousand Dollars ($3,000.00) within thirty (30) business days of the full execution of this Agreement. The Option Period will be for an initial term of one (1) year from the Effective Date (the “Initial Option Period”) and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional Three Thousand Dollars ($3,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Period.

(d) During the Initial Option Period and any extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence this Agreement during the Initial Option Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. TERM.

(a) This Agreement shall commence on the first day of the month in which Tenant begins construction (the “Commencement Date”). Unless extended or sooner terminated as herein provided, the initial term shall be for a period of five (5) years following the Commencement Date (“Initial Term”).

(b) Tenant shall have the option to extend the Term of this Agreement for seven (7) successive terms of five (5) years each (each a “Renewal Term”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current Term. For purposes of this Agreement, “Term” shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Two Thousand Dollars ($2,000.00) (“Rent”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date.

(b) Beginning on the commencement date of the first Renewal Term and each five-year anniversary of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ten percent (10%) of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. [INTENTIONALLY DELETED]

5. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the communication facility located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord’s behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or
charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that
such tax is properly assessed, provided that no lien attaches to the Property.

6. **USE.** The Premises are being leased for the purpose of erecting, installing, operating and
maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes,
mounting structures, equipment shelters and other supporting structures, and related equipment
(collectively, the **"Communication Facilities"**). Tenant may, subject to the foregoing, make any
improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the
permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or
undergrowth which, in Tenant’s sole opinion, interferes with Tenant’s use of the Premises for the intended
purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications
towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter,
supplement, and/or modify same as may be necessary so long as all applicable zoning and building
requirements are met.

7. **ACCESS AND UTILITIES.** At all times during the Term of this Agreement, Tenant, and its
guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use,
and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord
for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees,
agents, invitees, sublessees, sublicensee’s, successors and assigns a nonexclusive easement (i) for ingress
and egress, (ii) for construction, installation, maintenance, and operation of the Communication Facilities,
and (iii) for the construction, installation, operation and maintenance of underground electric and other
utility facilities (including wires, poles, cables, conduits and appurtenant equipment), with the right to
reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any
easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth.
Landlord agrees to cooperate with Tenant’s efforts to obtain such utilities and services. If there are utilities
already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services.
The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any
public or private utility company or authority to facilitate the uses contemplated herein, and all other rights
and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for
the purposes described above. Notwithstanding anything to the contrary that may be set forth herein, Tenant
agrees that all utilities to be installed by Tenant shall be underground.

8. **EQUIPMENT, FIXTURES AND REMOVAL.** All improvements, equipment or other property
attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant
and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain,
and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant
may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs,
and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall
remain the property of Tenant or its customers provided any improvements comply with applicable zoning
and building codes and requirements. Within ninety (90) days after the expiration or earlier termination of
this Agreement (the **“Removal Period”**), Tenant shall remove its improvements including any tower and
restore the Premises to grade and perform all obligations under this Agreement during the Removal Period,
including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of
this Agreement.

9. **ASSIGNMENT AND SUBLEASE.** This Agreement may be sold, assigned or transferred by
Tenant without any approval or consent of Landlord to Tenant’s lender, principal, affiliates, subsidiaries,
subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant’s assets or
ownership interests by reasons of merger, acquisition or other business reorganization (a **“Pre-Approved**
Assignment \(^\text{1}\)). As to transfers or assignments which do not constitute a Pre-Approved Assignment, Tenant will provide notice to Landlord, to include the name, address and contact information of the assignee of such assignment. Upon any assignment by Tenant pursuant to the foregoing, Tenant will be relieved of all liability hereunder. Notwithstanding anything to the contrary herein including the foregoing set forth in this Section, Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use the radio tower or any other tower or structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 16. Landlord may not subdivide the Property without Tenant’s prior written consent.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term set out herein.

(b) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(c) Landlord has complied and shall comply with all laws with respect to the Premises. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

(d) Tenant shall have access to all utilities required for the operation of the Tenant’s improvements on the Premises that are existing on the Property.

(e) There currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

11. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. INDEMNITIES. Tenant agrees to indemnify, defend and hold harmless Landlord, its elected officials, employees, agents, representatives, successors, assigns, (collectively, the “Landlord Parties”), from and against all claims and liabilities (including reasonable attorneys’ fees and court costs) (“Losses”) caused by or arising out of (i) Tenant’s breach of any of its obligations, covenants, representations or warranties contained herein, or (ii) Tenant’s acts or omissions with regard to the Agreement. Tenant will
indemnify the Landlord Parties from and against any mechanic's liens or liens of contractors and sub-
contractors engaged by or through Tenant.

13. WAIVERS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in
and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed
real or personal property under applicable laws. Landlord will not assert any claim whatsoever against
Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages
incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by
Tenant.

14. INSURANCE. Tenant shall maintain insurance as follows:

(a) Worker's Compensation Insurance to cover obligations imposed by applicable law for
any employee engaged in the performance of the work by Tenant under this Agreement with minimum
limits of Five Hundred Thousand Dollars ($500,000) each incident, Five Hundred Thousand Dollars
($500,000) disease—policy limit, and Five Hundred Thousand Dollars ($500,000) disease—each
employee.

(b) General Public Liability Insurance to be written with a limit of liability of not less than
Three Million Dollars ($3,000,000) for all damages arising out of bodily injury, personal injury (including
coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained
by any one person and not less than Two Million Dollars ($2,000,000) for all damages arising out of
bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any
one accident. This policy shall also include coverage for blanket contractual and independent contractor
risks. The limits of General Public Liability Insurance for broad form property damage (including
products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all
damages arising out of injury to or destruction of property in any one (1) accident and not less than Two
Million Dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including
the City's property, during the policy period. The policy shall contain a severability of interests provision.

(c) To the extent that liability results from the acts or omissions of the Tenant, all Insurance
Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the City
and the City's officers and employees. The Tenant shall be solely responsible for any deductible losses
under any policy required herein.

(d) The certificate of insurance provided by the Tenant shall be completed by the Tenant's
insurance agent as evidence that policies providing the required coverages, conditions, and minimum
limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement
of this Agreement. No other form of certificate shall be used. The insurance coverage provided for
herein may be maintained pursuant to master policies of insurance covering other tower locations of
Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder
shall be with responsible insurance companies, authorized to do business in the state where the Premises
are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written
notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if
requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the
insurance companies underwriting such risks.

(e) Failure on the part of the Tenant to procure or maintain policies providing the required
coverages, conditions, and minimum limits shall constitute a material breach of this Agreement.
The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

15. INTERFERENCE. During the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Premises. In addition, during the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by the Landlord: (a) for any of the uses contemplated in Section 6 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant’s Communications Facilities or economic opportunities at the Premises, or the use thereof. Tenant acknowledges that an adjacent site is an active material storage and processing yard that will continue to operate. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the Term of this Agreement. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord. Tenant acknowledges: the existence of a 50’ Self Support Tower located approximately 2,160 feet due west of the Premises at Lat: 39.793064, Long: -105.497530; and, that this Agreement does not restrict any future facilities at the current premises where the SST is located.

16. RIGHT OF FIRST REFUSAL. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the “ROFR Property”) to any third party, during the Option Period or Term, Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of Landlord’s property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent (“Offer”), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms (“Minimum Terms”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“Permitted Sale”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

17. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to
secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements.

18. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. **CONDEMNATION.** Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of the Premises, Tenant may seek an award for the value of Tenant’s improvements on and/or at the Premises.

20. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

21. **REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement.

22. **[INTENTIONALLY DELETED]**

23. **ADDITIONAL TERMINATION RIGHT.** If at any time during the Term of this Agreement, Tenant determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant’s intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

24. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

25. **[INTENTIONALLY DELETED]**

26. **[INTENTIONALLY DELETED]**

27. **[INTENTIONALLY DELETED]**

28. **[INTENTIONALLY DELETED]**

29. **QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

30. **NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as
demonstrated by the receipt of delivery. Notices shall be delivered to a party at such party’s address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**
City of Black Hawk  
201 Selak Street  
P.O. Box 68  
Black Hawk, CO 80422  
Attn: City Clerk

**If to Tenant:**
Vertical Bridge Development, LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton, FL 33487  
Attn: General Counsel

**If to Lender:**
Toronto Dominion (Texas) LLC  
31 West 52nd Street  
New York, NY 10019  
Attn: Admin Agent  
Fax No. 416-982-5535

31. **MISCELLANEOUS.**

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party’s rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the state in which the leased Premises are located.

(f) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant’s option in the form as depicted in **Exhibit 3** and **Exhibit 4** attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential, and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease.

[SIGNATURES BEGIN ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by a party hereto.

WITNESSES:

Name: Melissa A. Steiner
Name: Stephen Cole

LANDLORD:

City of Black Hawk
a Colorado municipal corporation

By: David D. Spellman
Title: Mayor
Date: 1/23/19

WITNESSES:

Name: Christopher Carlock
Name: Rachel Williamson

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

By: Alex Geiman
Title: CEO
Date: 11/19/18
EXHIBIT 1

Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

LEGAL DESCRIPTION PARENT TRACT:

PARCEL 1:

A portion of Miners' Mesa Subdivision Filing No. 4, City of Black Hawk, County of Gilpin, State of Colorado.

A parcel of land, located within Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North Half of Section 18, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said section is assumed to bear N 89°07'56" W, 3189.57 feet, with all bearings contained herein relative thereto; thence S 05°11'32" E, 1007.08 feet to a point along the boundary of said subdivision and the true point of beginning, thence along said boundary the following eleven (11) courses:

1. S 25°00'00" W, 123.62 feet;
2. Thence S 48°59'00" W, 265.96 feet;
3. Thence N 89°24'55" W, 80.13 feet;
4. Thence N 31°43'30" W, 23.14 feet;
5. Thence N 89°53'30" W, 112.47 feet;
6. Thence S 50°23'44" W, 2(8)9.28 feet;
7. Thence N 89°49′34″ W, 52.75 feet;
8. Thence N 26°33′00″ W, 20.36 feet;
9. Thence N 00′00′00″ W, 167.44 feet;
10. Thence S 63°22′30″ W, 36.21 feet;
11. Thence N 89°38′25″ W, 149.29 feet;

Thence N 00′21′35″ E, 130.67 feet; thence N 39°43′00″ E, 174.51 feet; thence along the arc of a curve to the right 321.30 feet, having a radius of 300.00 feet, a central angle of 61°22′45″ and which chord bears N 70°24′22″ E. 305.23 feet; thence S 78°54′15″ E. 215.72 feet to a point along the boundary of said subdivision; thence along said boundary the following two (2) courses:

1. S 78°54′15″ E, 180.87 feet;
2. Thence along the arc of a curve to the left 101.53 feet, having a radius of 540.16 feet, a central angle of 10°46′09″ and which chord bears S 84°17′19″ E, 101.38 feet to the true point of beginning, containing 5.66 acres more or less.

PARCEL 2:

A parcel of land, located within Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 2, recorded at Reception Number 130944 and Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North half of Section 15, Township 3 South, Range 72 West and the Northeast quarter of Section 13, Township 3 South, Range 73 West of the Sixth Principal
Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said Section is assumed to bear N 89°07'56" W, 3189.57 feet, with all bearings contained herein relative thereto, thence S 31°(9)54'55(6)" W, 1512.82 feet to a point along the boundary of Miners Mesa Subdivision Filing No. 3 and the true point of beginning; thence along subdivision boundaries the following thirteen (13) courses:

1. N 89°38'25" W, 626.52 feet;
2. Thence N 50°26'38" W, 82.08 feet;
3. Thence S 39°30'37" W, 66.89 feet;
4. Thence N 89°38'25" W, 1662.40 feet;
5. Thence N 00°35'52" E, 17.08 feet;
6. Thence S 87°59'17" W, 405.04 feet;
7. Thence N 39°00'00" E, 1259.38 feet;
8. Thence S 52°52'43" E, 132.70 feet;
9. Thence N 37°07'17" E, 293.28 feet;
10. Thence S 53°00'01" E, 82.44 feet;
11. Thence S 10°53'44" W, 493.10 feet;
12. Thence S 80°02'49" E, 149.42 feet;
13. Thence N 10°55'57" E, 294.78 feet;

Thence S 75°07'40" E, 1199.64 feet; thence along the arc of a curve to the right 101.55 feet, having a radius of 275.00 feet, a central angle of 21°09'31" and which chord bears S 67°90'01" E, 100.98 feet; thence S 57°15'16" E. 68.07 feet; thence along the arc of a curve to the left 481.99 feet, having a radius of 500.00 feet, a central angle of 61°22'45" and which chord bears S 70°24'22" W, 306.23 feet; thence S 39°43'00" W, 174.51 feet; thence N 00°21'35" E, 157.69 feet; thence N 39°43'00" E, 52.58 feet; thence along the arc of a curve to the right 428.51 feet, having a radius of 400.00 feet, a central angle of 61°22'45" and which chord bears N 70°24'22" E, 408.31 feet; thence S 78°54'15" E, 215.66 feet to the true point of beginning, containing 41.74 acres more or less.

Together with and subject to a right of way over the following described parcel:

A parcel of land, located within Lot 2, Block 1, Miners’ Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North half of Section 18, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows: Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said section is assumed to bear N 89°07'56" W, 3169.57 feet, with all bearings contained herein relative thereto; thence S 11°03'33" W 876.17 feet to a point along the boundary of Miners Mesa Subdivision Filing No. 3 and the true point of beginning; thence along boundary S 11°03'33" W, 100.00 feet; thence N 78°54'15" W, 215.72 feet; thence along the arc of a curve to the left 321.38 feet, having a radius of 300.00 feet, a central angle of 61°22'45" and which chord bears S 70°24'22" W, 306.23 feet; thence S 39°43'00" W, 174.51 feet; thence N 00°21'35" E, 157.69 feet; thence N 39°43'00" E, 52.58 feet; thence along the arc of a curve to the right 428.51 feet, having a radius of 400.00 feet, a central angle of 61°22'45" and which chord bears N 70°24'22" E, 408.31 feet; thence S 78°54'15" E, 215.66 feet to the true point of beginning, containing 1.62 acres more or less.

AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Western Diversified Properties, LLC, a Colorado limited liability company by Warranty Deed dated January 22, 1996, unrecorded individually, located in Deed Book 607, Page 058. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Miners Mesa Commercial
Metropolitan District by Warranty Deed dated December 20, 1996 and recorded December 26, 1996 in Deed Book 612, Page 481. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Miner's mesa Development, LLC f/k/a Western Diversified Properties, LLC by Special Warranty Deed dated May 29, 2000 and recorded September 06, 2000 in Deed Book 702, Page 08. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Club Vista Properties II, LLC, a Nevada limited liability company by Special Warranty Deed dated May 21, 2012 and recorded May 21, 2012 in Instrument No. 146438.

The Parent Tract containing 5.66 acres.
50'x50' LEASE AREA LEGAL DESCRIPTION:

A parcel of land over and across Lot 2 Block 1, Miners Mesa Subdivision Filing No. 4 as described at Reception No. 14785 of the Public Records of Gilpin County (Parent Tract), located in the North Half of Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, said parcel being more particularly described as follows:

For the purpose of this description, the bearings are referenced to the north line of the Northwest Quarter of Section 18, Township 3 South, Range 72 West of the 6th P.M. assumed to bear North 89°07'56" West, 3189.57 feet. Monumented by a 31/4" aluminum cap stamped BLM 1979 at Northeast Corner of said Section 18 and by 31/4" aluminum cap stamped BLM 1979 at the North Quarter Corner of said Section 18.

Beginning at a point on the northeasterly line of the 50'X50' Lease Area, whence the North Quarter Corner of Section 18, Township 3 South, Range 72 West of the 6th P.M. bears North 17°24'40" East, a distance of 1229.86 feet;

THENCE South 45°00'00" East, a distance of 40.00 feet;
THENCE South 45°00'00" West, a distance of 50.00 feet;
THENCE North 45°00'00" West, a distance of 50.00 feet;
THENCE North 45°00'00" East, a distance of 50.00 feet;
THENCE South 45°00'00" East, a distance of 10.00 feet to the Point of Beginning.

Containing 2500 Square Feet, or 0.057 Acres, more or less.

20' WIDE ACCESS AND UTILITY EASEMENT:

A 20' wide strip of land over and across Lot 2 Block 1 and Tract A, Miners Mesa Subdivision Filing No. 4 as described at Reception No. 14785 of the Public Records of Gilpin County (Parent Tract), located in the North Half of Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, said 20' wide strip being 10.00 feet on both sides of the following described centerline:

For the purpose of this description, the bearings are referenced to the north line of the Northwest Quarter of Section 18, Township 3 South, Range 72 West of the 6th P.M. assumed to bear North 89°07'56" West, 3189.57 feet. Monumented by a 31/4" aluminum cap stamped BLM 1979 at Northeast Corner of said Section 18 and by 31/4" aluminum cap stamped BLM 1979 at the North Quarter Corner of said Section 18.

Beginning at a point on the northeasterly line of the hereinafter described 50'X50' Lease Area, whence the North Quarter Corner of Section 18, Township 3 South, Range 72 West of the 6th P.M. bears North 17°24'40" East, a distance of 1229.86 feet, said point also being the Point of Beginning of said hereinafter described 50'X50' Lease Area;

THENCE North 45°00'00" East, a distance of 19.57 feet;
THENCE along a curve to the left, an arc length of 26.89 feet, said curve having a radius of 35.00 feet, a
delta angle of 44°01'05"", a chord bearing of North 22°59'28" East and a chord length of 26.23 feet;
THENCE North 00°58'55" East, a distance of 20.31 feet;
THENCE along a curve to the left, an arc length of 94.25 feet, said curve having a radius of 60.00 feet, a
delta angle of 90°00'00"", a chord bearing of North 44°01'05" West and a chord length of 84.85 feet;
THENCE North 89°01'05" West, a distance of 55.00 feet;
THENCE along a curve to the right, an arc length of 44.57 feet, said curve having a radius of 20.57 feet, a
delta angle of 124°06'33", a chord bearing of North 26°57'48" West and a chord length of 36.35 feet;
THENCE North 35°05'29" East, a distance of 127.89 feet to the north line of said Lot 2, Block 1, the
south line of said Tract A, Miners Mesa Subdivision, Filing No. 4, whence the nearest property corner
bears South 79°03'27" East, a distance of 1.60 feet;
THENCE along a curve to the right, an arc length of 83.79 feet, said curve having a radius of 72.77 feet, a
delta angle of 65°58'04"", a chord bearing of North 68°04'31" East and a chord length of 79.23 feet;
THENCE South 78°56'27" East, a distance of 150.84 feet to the east line of said Tract A, Miners Mesa
Subdivision, Filing No. 4, the west Right-of-Way line of Miners Mesa Road, and the Point of Terminus,
whence the North Quarter Corner of said Section 18, Township 3 South, Range 72 West bears North
11°03'33" East, a distance of 932.88 feet.

Containing 12462 Square Feet, or 0.286 Acres, more or less.

The sidelines of said easement to be lengthened or shortened to intersect the northeasterly line of the
hereinafter described 50'X50' Lease Area and the east line of said Tract A.
Memorandum

To: Black Hawk Historic Preservation Commission  Date:  October 8, 2019

Company:  City of Black Hawk  Phone:  303.582.0615

From: Ashley L. Bushey, Architectural Historian  Pinyon Project #:  118123401

Delivery Method:  via email at clinker@cityofblackhawk.org

Subject: Review of A Cultural Resources Survey for the Black Hawk Project [Terracon, 2019] Regarding Section 106 Review for Installation of a Telecommunication Tower by Vertical Bridge

Project Description and Regulatory Framework

Vertical Bridge proposes to construct a 103-foot Tall telecommunication tower at 987 Miners Mesa Road, Black Hawk, Colorado. Because telecommunication towers require a license from the Federal Communications Commission (FCC), the project triggers review under Section 106 of the National Historic Preservation Act (NHPA). Section 106 asks that projects identify historic and potentially historic resources within the project’s Area of Potential Effects (APE) and evaluate the project’s potential to affect those resources, both directly and indirectly. Details regarding the execution of specific Section 106 programs may be specified in a Programmatic Agreement (PA). In the case of the subject project, Section 106 compliance is guided by the National Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (Nationwide FCC PA) [Terracon, 1].

Area of Potential Effects (APE)

The Nationwide FCC PA specifies an APE should include a direct and visual APE. The Nationwide FCC PA stipulates the direct APE should be limited to the area of potential ground disturbance for the project, and the visual APE should encompass the geographic area where the project has the potential to introduce visual elements that diminish the setting of historic resources – where the setting is a character defining feature of the historic resource.

The APE for this project appears to be appropriate [Terracon, 26; 30]. The APE for direct effects is defined by “a dirt and gravel pit environment comprised of a proposed self-sustaining lattice, proposed lease area, and an access and utility easement.” The APE for visual effects includes a half-mile radius from the location of the proposed tower, which follows the Nationwide FCC PA methodology stipulating a half-mile radius for towers under 200 feet tall.

Determinations of Eligibility/Historic Resource Identification

Most Section 106 evaluations in Colorado begin with a file search of the History Colorado Office of Archaeology and Historic Preservation (OAHP) COMPASS database for previously identified resources within the APE. Detailed results of this file search are provided [Terracon 6-25]. Typical Section 106 compliance review would include a review of potentially historic, unrecorded resources. The Nationwide FCC PA specifies, for the visual APE, only records available from the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) must be incorporated into the Section 106 review. The report, therefore, follows the methodology established in the Nationwide FCC PA.
The APE for direct effects does not contain previously recorded historic or archaeological resources, nor does it contain potentially historic built environment (architectural) resources [Terracon, 30]. The APE for direct effects was evaluated for archaeological potential by a qualified archaeologist conducting a pedestrian survey of the area. This level of effort is typical for Section 106 compliance projects. Results of the pedestrian survey were reviewed by a Principal Investigator; no resources were identified.

The report does reflect a discrepancy with regard to the number of historic resources identified within the visual APE – the report indicates 19 sites recommended eligible to the National Register of Historic Places in some report locations [Terracon, 6; 32], and 14 sites in others [Terracon, 26; 31].

**Determinations of Effect**

**Visual APE:** The report evaluates effects to two historic properties; Chemung-Belmont Mine (5GL.90) and Pittsburgh Extension Mine (5GL.852). Limited effects analysis is provided [Terracon, 26; 32], and the National Register of Historic Places Criteria under which these sites were considered eligible is not discussed. The rationale offered is that the site forms for these resources are not available online through the COMPASS database; forms are typically available through the SHPO office and are typically obtained to provide adequate detail in Section 106 effects analysis. The Chemung-Belmont Mine site is located directly across the street from the proposed tower. As the site type is listed in COMPASS as Historical Archaeology, and not Architectural, it is likely that the site is eligible for its archaeological features and not its architectural attributes. Therefore, it is likely that the recommended determination of *no adverse effect* is appropriate for these resources.

The report does not address effects to the Black Hawk – Central City National Historic Landmark (NHL) (5GL.7), which this reviewer sees as an oversight. That said, the proposed tower is only likely to be visible from the eastern section of the NHL along State Highway 119. Given the scale of current buildings and the limited number of contributing resources in this area, the proposed tower is unlikely to result in a determination of *adverse effect* with regard to the NHL.

**Direct APE:** Because no resources were identified in the direct APE, the report indicates a finding of “no known historic properties” [Terracon, 32]. There is no Section 106 finding by this title, but it appears to indicate “no historic properties affected.”

**Summary and Conclusion**

There are some minor concerns with the report, however, the overall methodology and conclusions appear appropriate for this undertaking and follow the stipulations of Nationwide FCC PA. This reviewer feels the determination of *no adverse effect* with regard to the effect of the proposed tower on resources within the APE is appropriate.
LEGAL DESCRIPTION PARENT TRACT:

Fidelity National Title Insurance Company Commitment No. 28722703.
Effective Date of Commitment: July 15, 2019 @ 8:00 am Number: Customer US-CO-5063.

EXHIBIT "A" Legal Description
An interest in land, said interest being over a portion of the following described parent parcel:

PARCEL 1:
A portion of Miners’ Mesa Subdivision Filing No. 4, City of Black Hawk, County of Gilpin, State of Colorado.

A parcel of land, located within Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North Half of Section 18, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said section is assumed to bear N 89°07'56" W, 3189.57 feet, with all bearings contained herein relative thereto; thence S 05°(7)11'32" E, 1007.08 feet to a point along the boundary of said subdivision and the true point of beginning, thence along said boundary the following eleven (11) courses:
1. S 25°00'00" W, 123.62 feet;
2. Thence S 48°59'00" W, 265.96 feet;
3. Thence N 89°24'55" W, 80.13 feet;
4. Thence N 31°43'30" W, 23.14 feet;
5. Thence N 89°53'30" W, 112.47 feet;
6. Thence S 50°23'44" W, 2(8)9.28 feet;
7. Thence N 89°49'34" W, 52.75 feet;
8. Thence N 26°33'00" W, 20.36 feet;
9. Thence N 00°00'00" W, 167.44 feet;
10. Thence S 63°22'30" W, 36.21 feet;
11. Thence N 89°38'25" W, 149.29 feet;
Thence N 00°21'35" E, 130.67 feet; thence N 39°43'00" E, 174.51 feet; thence along the arc of a curve to the right 321.30 feet, having a radius of 300.00 feet, a central angle of 61°22'45" and which chord bears N 70°24'22" E. 305.23 feet; thence S 78°54'15" E. 215.72 feet to a point along the boundary of said subdivision; thence along said boundary the following two (2) courses:
1. S 78°54'15" E, 180.87 feet;
2. Thence along the arc of a curve to the left 101.53 feet, having a radius of 540.16 feet, a central angle of 10°46'09" and which chord bears S 84°17'19" E, 101.38 feet to the true point of beginning, containing 5.66 acres more or less.

PARCEL 2:
A parcel of land, located within Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 2, recorded at Reception Number 130944 and Lot 2, Block 1, Miners' Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North half of Section 15, Township 3 South, Range 72 West and the Northeast quarter of Section 13, Township 3 South, Range 73 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said Section is assumed to bear N 89°07'56" W, 3189.57 feet, with all bearings contained herein relative thereto, thence S 31°(9)54'55(6)" W, 1512.82 feet to a point along the boundary of Miners' Mesa Subdivision Filing No. 3 and the true point of beginning; thence along said subdivision boundaries the following thirteen (13) courses:

1. N 89°38'25" W, 626.52 feet;
2. Thence N 50°26'38" W, 82.08 feet;
3. Thence S 39°30'37" W, 66.89 feet;
4. Thence N 89°38'25" W, 1662.40 feet;
5. Thence N 00°35'52" E, 17.08 feet;
6. Thence S 87°59'17" W, 405.04 feet;
7. Thence N 39°00'00" E, 1259.38 feet;
8. Thence S 52°52'43" E, 132.70 feet;
9. Thence N 37°07'17" E, 293.28 feet;
10. Thence S 53°00'01" E, 82.44 feet;
11. Thence S 10°53'44" W, 493.10 feet;
12. Thence S 80°02'49" E, 149.42 feet;
13. Thence N 10°55'57" E, 294.78 feet;
Thence S 75°07'40" E, 1199.64 feet; thence along the arc of a curve to the right 101.55 feet, having a radius of 275.00 feet, a central angle of 21°09'31" and which chord bears S 67°90'01" E, 100.98 feet; thence S 57°15'16" E. 68.07 feet; thence along the arc of a curve to the left 481.99 feet, having a 16°radius of 500.00 feet, a central angle of 52°56'24" and which chord bears S 85°43'28" E, 445.73 feet; thence along the arc of a curve to the left 210.00 feet, having a radius of 400.00 feet, a central angle of 30°05'20" and which chord bears S 54°45'40" W, 207.68 feet; thence S 39°43'00" W, 52.58 feet; thence S 00°21'35" W, 288.36 feet to the true point of beginning, containing 41.74 acres more or less.

Together with and subject to a right of way over the following described parcel:

A parcel of land, located within Lot 2, Block 1, Miners’ Mesa Subdivision Filing No. 4, recorded at Reception Number 132292, located within the North half of Section 18, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows: Commencing at the South quarter corner of said Section 7, thence the Southwest corner of said section is assumed to bear N 89°07'56" W, 3169.57 feet, with all bearings contained herein relative thereto; thence S 11°03'33" W 876.17
feet to a point along the boundary of Miners Mesa Subdivision Filing No. 4 and the true point of beginning; thence said boundary S 11°03'33" W, 100.00 feet; thence N 78°54'15"W, 215.72 feet; thence along the arc of a curve to the left 321.38 feet, having a radius of 300.00 feet, a central angle of 61°22'45" and which chord bears S 70°24'22" W, 306.23 feet; thence S 39°43'00" W, 174.51 feet; thence N 00°21'E, 157.69 feet; thence N 39°43'00" E, 52.58 feet; thence along the arc of a curve to the right 428.51 feet, having a radius of 400.00 feet, a central angle of 61°22'45" and which chord bears N 70°24'22" E, 408.31 feet; thence S 78°54'15" E, 215.66 feet to the true point of beginning, containing 1.62 acres more or less.

AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Western Diversified Properties, LLC, a Colorado limited liability company by Warranty Deed dated January 22, 1996, unrecorded individually, located in Deed Book 607, Page 058. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Miner's Mesa Commercial Metropolitan District by Warranty Deed dated December 20, 1996 and recorded December 26, 1996 in Deed Book 612, Page 481. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Miner's mesa Development, LLC f/k/a Western Diversified Properties, LLC by Special Warranty Deed dated May 29, 2000 and recorded September 06, 2000 in Deed Book 702, Page 08. AND BEING a portion of the same property conveyed to The City of Black Hawk, Colorado from Club Vista Properties II, LLC, a Nevada limited liability company by Special Warranty Deed dated May 21, 2012 and recorded May 21, 2012 in Instrument No. 146438.

The Parent Tract containing 5.66 acres.
20' WIDE ACCESS AND UTILITY EASEMENT:

A 20' wide strip of land over and across Lot 2 Block 1 and Tract A, Miners Mesa Subdivision Filing No. 4 as described at Reception No. 14785 of the Public Records of Gilpin County (Parent Tract), located in the North Half of Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, said 20' wide strip being 10.00 feet on both sides of the following described centerline:

For the purpose of this description, the bearings are referenced to the north line of the Northwest Quarter of Section 18, Township 3 South, Range 72 West of the 6th P.M. assumed to bear North 89°07'56" West, 3189.57 feet. Monumented by a 31/4" aluminum cap stamped BLM 1979 at Northeast Corner of said Section 18 and by 31/4" aluminum cap stamped BLM 1979 at the North Quarter Corner of said Section 18.

Beginning at a point on the northeasterly line of the hereinafter described 50'X50' Lease Area, whence the North Quarter Corner of Section 18, Township 3 South, Range 72 West of the 6th P.M. bears North 17°24'40" East, a distance of 1229.86 feet, said point also being the Point of Beginning of said hereinafter described 50'X50' Lease Area;

THENCE North 45°00'00" East, a distance of 19.57 feet;
THENCE along a curve to the left, an arc length of 26.89 feet, said curve having a radius of 35.00 feet, a delta angle of 44°01'05", a chord bearing of North 22°59'28" East and a chord length of 26.23 feet;
THENCE North 00°58'55" East, a distance of 20.31 feet;
THENCE along a curve to the left, an arc length of 94.25 feet, said curve having a radius of 60.00 feet, a delta angle of 90°00'00", a chord bearing of North 44°01'05" West and a chord length of 84.85 feet;
THENCE North 89°01'05" West, a distance of 55.00 feet;
THENCE along a curve to the right, an arc length of 44.57 feet, said curve having a radius of 20.57 feet, a delta angle of 124°06'33", a chord bearing of North 26°57'48" West and a chord length of 36.35 feet;
THENCE North 35°05'29" East, a distance of 127.89 feet to the north line of said Lot 2, Block 1, the south line of said Tract A, Miners Mesa Subdivision, Filing No. 4, whence the nearest property corner bears South 79°03'27" East, a distance of 1.60 feet;
THENCE along a curve to the right, an arc length of 83.79 feet, said curve having a radius of 72.77 feet, a delta angle of 65°58'04", a chord bearing of North 68°04'31" East and a chord length of 79.23 feet;
THENCE South 78°56'27" East, a distance of 150.84 feet to the east line of said Tract A, Miners Mesa Subdivision, Filing No. 4, the west Right-of-Way line of Miners Mesa Road, and the Point of Terminus, whence the North Quarter Corner of said Section 18, Township 3 South, Range 72 West bears North 11°03'33" East, a distance of 932.88 feet.

Containing 12462 Square Feet, or 0.286 Acres, more or less.
The sidelines of said easement to be lengthened or shortened to intersect the northeasterly line of the hereinafter described 50'X50' Lease Area and the east line of said Tract A.

50'x50' LEASE AREA LEGAL DESCRIPTION:
A parcel of land over and across Lot 2 Block 1, Miners Mesa Subdivision Filing No. 4 as described at Reception No. 14785 of the Public Records of Gilpin County (Parent Tract), located in the North Half of Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, said parcel being more particularly described as follows:

For the purpose of this description, the bearings are referenced to the north line of the Northwest Quarter of Section 18, Township 3 South, Range 72 West of the 6th P.M. assumed to bear North 89°07'56" West, 3189.57 feet. Monumented by a 31/4" aluminum cap stamped BLM 1979 at Northeast Corner of said Section 18 and by 31/4" aluminum cap stamped BLM 1979 at the North Quarter Corner of said Section 18.

Beginning at a point on the northeasterly line of the 50'X50' Lease Area, whence the North Quarter Corner of Section 18, Township 3 South, Range 72 West of the 6th P.M. bears North 17°24'40" East, a distance of 1229.86 feet;

THENCE South 45°00'00" East, a distance of 40.00 feet;
THENCE South 45°00'00" West, a distance of 50.00 feet;
THENCE North 45°00'00" West, a distance of 50.00 feet;
THENCE North 45°00'00" East, a distance of 50.00 feet;
THENCE South 45°00'00" East, a distance of 10.00 feet to the Point of Beginning.

Containing 2500 Square Feet, or 0.057 Acres, more or less.
COUNCIL BILL 26
ORDINANCE 2020-26
AN ORDINANCE
APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY, THE CITY OF BLACK HAWK, AND THE CITY OF CENTRAL REGARDING LAKE GULCH ROAD
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB26
ORDINANCE NUMBER: 2020-26

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

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

Section 1. The City Council hereby approves the Intergovernmental Agreement between Gilpin County, the City of Black Hawk, and the City of Central regarding Lake Gulch Road, attached hereto as Exhibit A, and authorizes the Mayor to execute the same on behalf 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 23rd day of September, 2020.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Intergovernmental Agreement memorializing certain prior agreements between Gilpin County, the City of Black Hawk, and the City of Central regarding the maintenance, future improvement and control of Lake Gulch Road.

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

MOTION TO APPROVE Council Bill 26, An Ordinance Approving an Intergovernmental Agreement between Gilpin County, the City of Black Hawk, and the City of Central regarding Lake Gulch Road

AGENDA DATE: September 23, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: Intergovernmental Agreement

RECORD: [ X ]Yes - Quit Claim Deeds only [ ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY, THE CITY OF BLACK HAWK, AND THE CITY OF CENTRAL REGARDING LAKE GULCH ROAD

RECITALS

WHEREAS, this intergovernmental agreement (“IGA” or “Agreement”) memorializes certain prior agreements between Gilpin County and the City of Black Hawk (“Black Hawk”), and includes the assumption of certain obligations by the City of Central (“Central City”) related to the maintenance, future improvement and control of Lake Gulch Road as set forth in that Settlement Agreement and Mutual Release to which Black Hawk and Central City are parties, dated June 19, 2020 (the "City Settlement");

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and consideration provided herein, the Board of County Commissioners for the County of Gilpin (“Board”), Black Hawk, and Central City agree to the following:

AGREEMENT

1. Definitions:

1.1. “Lake Gulch Road” shall be defined as that portion of the prescriptive roadway currently identified as approximately twenty two (22) feet in width, or such greater width that has been prescriptively used, extending from the Lake Gulch Road/Miners Mesa Road roundabout extending west to the Central City’s municipal boundary, as more particularly described on APPENDIX 2, attached hereto and incorporated herein by this reference.

1.2. “Maintenance” shall be defined as snow plowing/removal, grading, and performing general maintenance comparable to the maintenance level performed on other Gilpin County gravel roads. Maintenance shall be required for the complete width of the Lake Gulch Road right of way including
any greater width prescriptively used or acquired by Black Hawk or Central City as described herein. Gilpin County has provided its standards for maintenance of gravel roads and/or current maintenance schedule for Lake Gulch Road to Black Hawk and Central City, which are attached as APPENDIX 4.

2. Gilpin County Conveyance of Portions of Lake Gulch Road by Quit Claim Deeds to Black Hawk and Central City and Maintenance Requirements:

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

2.2. Within ten (10) days of final execution of this Agreement, Gilpin County will convey to Central City, by Quit Claim Deed, the portion of Lake Gulch Road shown in green and marked on APPENDIX 2 (“CC LGR”). The form of Quit Claim Deed to Central City is attached as APPENDIX 6. Upon execution of the Quit Claim deed by Gilpin County, Central City shall perform all Maintenance of the CC LGR.

3. Additional Required Lake Gulch Road Improvements by Black Hawk and Central City:

3.1. Black Hawk shall make additional road improvements to the BH LGR commencing within five (5) years of the first Certificate of Occupancy of the Lake Gulch Whiskey Resort Development. Improvements will include twenty-four (24) feet of paved roadway with appropriate drainage ditches, and a design including appropriate lighting, if any, shall be submitted to the County for its review and comment no later than 90 days prior to Black Hawk commencing the BH LGR improvements. The BH LGR shall be further improved to the standard of a municipal public roadway and comply with such greater or heightened standards required for municipal roadways.

3.2. Central shall make additional road improvements to the CC LGR on a schedule to be determined by Central City, and subject to availability of funding. Improvements will include twenty-four (24) feet of paved roadway with appropriate drainage ditches, and a design including appropriate lighting, if any, shall be submitted to the County for its review and comment no later than 90 days prior to Central City commencing the CC LGR improvements. The CC LGR shall meet the minimum applicable standards for a local road or low-volume road as set forth in the City of Central Standards and Specifications for Design and Construction. The County shall further convey to Black Hawk that portion of the Black Diamond Mining Claim required for the improvement of Lake Gulch Road including an additional nineteen (19) feet for a total of thirty (30) feet from the centerline of Lake Gulch Road in order to widen Lake Gulch Road.

3.3. The County shall provide non-financial support to Black Hawk and Central City for the widening of Lake Gulch Road, thirty (30) feet from the centerline, through the Proximo Lake Gulch Whiskey Resort Development, as shown on APPENDIX 1 and generally for the portions of the BH LGR and CC LGR as shown on APPENDIX 3. Non-financial support means and is limited to providing information on the County’s historic use, maintenance, and control of Lake Gulch Road if requested by Black
Hawk or Central City. Non-financial support does not include money or other funding, equipment, personnel, labor, or liability.

4. **Future Annexation and Development by Central City and Black Hawk.** This Agreement does not limit Gilpin County’s powers, rights, requirements, or decision-making authority regarding proposed future annexations or development by Central City or Black Hawk.

5. **Lake Gulch Road Remains Public Road.** Lake Gulch Road shall remain a public road accessible to the County and all County residents and the general public. Neither Black Hawk or Central City shall unreasonably withhold or deny access to any portion of Lake Gulch Road. The CC LGR and BH LGR shall be considered municipal public roadways, with the BH LGR and CC LGR shown in color and marked on **APPENDIX 3** being the respective municipal roads of each City.

6. **Termination of the 1999 Growth IGA between Black Hawk, Central City and Gilpin County.** Black Hawk, Central City, and Gilpin County terminated the 1999 Growth IGA on June 23, 2020 with the execution of a new intergovernmental agreement in which Black Hawk and Central City agreed to certain growth areas for each City (“Cities’ Amended Growth IGA”). Gilpin County was a party to the Cities’ Amended Growth IGA for the sole purpose of terminating the 1999 Growth IGA. The Cities’ Amended Growth IGA has no effect or limitation on Gilpin County’s legal powers, rights, decision-making ability, or restrict Gilpin County in any way in areas of unincorporated Gilpin County or elsewhere as the County may otherwise have authority, powers, or legal rights under the law.

7. **Purchase of Black Diamond Mining Claim by Proximo Distillers, LLC.** This Agreement is contingent on Proximo Distillers, LLC purchasing that portion of the Black Diamond Mining Claim lying south of the required improved Lake Gulch Road in Section 3.2 above from the County for Twelve Thousand Dollars per acre, or a total approximate amount of $28,440.

8. **Remedies.** To the extent permitted by law, each party hereto shall have the right to enforce each and every provision of this Agreement with the remedy of specific performance or any other remedy that exists at law or equity.

9. **General Provisions.**

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

**City of Black Hawk**
Stephen N. Cole, City Manager - SCole@cityofblackhawk.org or current City Manager
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422
With copy to:
Corey Y. Hoffmann – cyhoffmann@hpwclaw.com
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

City of Central
Daniel R. Miera, City Manager - manager@cityofcentral.co or current City Manager
City of Central
P.O. Box 249
Central City, Colorado 80427

With Copy to:
Marcus A. McAskin – mmarcus@mcm-legal.com or current City Attorney
Michow Cox & McAskin LLP
6530 South Yosemite Street, Suite 200
Greenwood Village, CO 80111

Gilpin County
Abel Montoya – amontoya@gilpincounty.oeg or current County Manager
Gilpin County
P.O. Box 366
Central City, CO 80427

With Copy to:
Bradford R. Benning, County Attorney – bbenning@gilpincounty.org or current County Attorney
P.O. Box 366
Central City, CO 80427

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

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

9.3. **Interpretation of Agreement.** Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree with the rule of construction that "ambiguities shall be construed against the drafter" shall not apply.
9.4. **Choice of Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

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

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

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

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

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

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

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

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

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

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

**CITY OF CENTRAL, COLORADO**

BY: __________________________________

Jeremy Fey, Mayor

ATTEST: __________________________________

Reba Bechtel, City Clerk

DATE: ________________________________

**CITY OF BLACK HAWK, COLORADO**

BY: __________________________________

David D. Spellman, Mayor

ATTEST: __________________________________

Melissa Greiner, City Clerk

DATE: ________________________________

**COUNTY OF GILPIN, COLORADO**

BY: _________________________________

Gail Watson, Chair

ATTEST: _______________________________

Sharon Cate, Deputy to the Board of County Commissioners

DATE: September 15, 2020
LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 2 TO THE CITY OF BLACK HAWK - Exhibit A
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 8TH P.M.,
COUNTY OF GREN, STATE OF COLORADO

TIN CUP MOUNTAIN WHISKEY DISTILLERY PROJECT
Black Hawk, Colorado

LCO Consultants, Inc.
Lakewood, Colorado
720-273-9940
LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit A

A PART OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 22 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
## LAKE GULCH WHISKEY RESORT

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

A PART OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO

<table>
<thead>
<tr>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
<th>Parcel Data Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot</td>
<td>Block</td>
<td>Section</td>
<td>Township</td>
<td>Range</td>
<td>Year</td>
<td>Description</td>
<td>Address</td>
</tr>
<tr>
<td>Lot A</td>
<td>Block 1</td>
<td>Section 18</td>
<td>Township 5</td>
<td>Range 72</td>
<td>2023</td>
<td>Residential</td>
<td>123 Main St</td>
</tr>
<tr>
<td>Lot B</td>
<td>Block 2</td>
<td>Section 18</td>
<td>Township 5</td>
<td>Range 72</td>
<td>2024</td>
<td>Commercial</td>
<td>456 Market Pl</td>
</tr>
<tr>
<td>Lot C</td>
<td>Block 3</td>
<td>Section 18</td>
<td>Township 5</td>
<td>Range 72</td>
<td>2025</td>
<td>Industrial</td>
<td>789 Industrial Rd</td>
</tr>
</tbody>
</table>

**TINCUP MOUNTAIN WHISKEY**

DISTILLERY PROJECT
Black Hawk, Colorado

[Logo and contact information for TINCUP MOUNTAIN WHISKEY]

---

**Coburn Architecture**

[Architectural firm logo and contact information]
LAKE GULCH WHISKEY RESORT

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

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 22 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO

PLAT DESCRIPTIVE

(Description of the plat is not provided in the image.)
LAKE GULCH WHISKEY RESORT

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

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 8TH P.M.,
COUNTY OF GURIN, STATE OF COLORADO

[Text continues on the page]
City’s obligation to acquire property to design and construct approximately 0.32 miles for Miners Mesa Road Extension No. 1 which shall include a roundabout.

City’s obligation to acquire property to construct Miners Mesa Road Extension No. 2.

Proximo’s obligation to design, construct, and improve approximately 0.46 miles of Miners Mesa Road Extension No. 2 and Lake Gulch Road, which shall include a roundabout.

City’s obligation to reimburse Proximo the actual cost through use taxes paid by Proximo on construction material, furniture, fixtures, and equipment from Phase One Proximo Development.

Proximo’s obligation to install approximately 4,260 feet of 12" City owned waterline and City’s obligation to reimburse Proximo the actual cost through water system development fees paid by Proximo. City agrees any remaining water system development fees paid by Proximo may be used for future extension(s) of City waterlines to service Proximo’s development if used within ten years from first building permit being issued.
<table>
<thead>
<tr>
<th>ENTITYNAME</th>
<th>CLAIM NUMBER</th>
<th>Ownership</th>
<th>Account</th>
<th>GIS_Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENING STAR</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N002557</td>
<td>0.18</td>
</tr>
<tr>
<td>EVENING STAR</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N002557</td>
<td>0.39</td>
</tr>
<tr>
<td>EVENING STAR</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N002557</td>
<td>0.40</td>
</tr>
<tr>
<td>EVENING STAR</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N002557</td>
<td>0.32</td>
</tr>
<tr>
<td>GOLDEN EAGLE</td>
<td>606</td>
<td>RSM Partners LLC</td>
<td>N000227</td>
<td>4.42</td>
</tr>
<tr>
<td>GOLDEN FLEECE</td>
<td>671</td>
<td>RSM Partners LLC</td>
<td>N000947 &amp; N001045</td>
<td>1.76</td>
</tr>
<tr>
<td>HUMBOLDT</td>
<td>173</td>
<td>RSM Partners LLC</td>
<td>N000948</td>
<td>0.56</td>
</tr>
<tr>
<td>KATIE</td>
<td>15318</td>
<td>RSM Partners LLC</td>
<td>N000949</td>
<td>0.20</td>
</tr>
<tr>
<td>KATIE</td>
<td>15318</td>
<td>RSM Partners LLC</td>
<td>N000949</td>
<td>1.01</td>
</tr>
<tr>
<td>KATIE</td>
<td>986</td>
<td>RSM Partners LLC</td>
<td>N000950</td>
<td>0.73</td>
</tr>
<tr>
<td>KING SOLOMON</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N000946</td>
<td>2.47</td>
</tr>
<tr>
<td>KING SOLOMON</td>
<td>4975</td>
<td>RSM Partners LLC</td>
<td>N000946</td>
<td>1.09</td>
</tr>
</tbody>
</table>
Gilpin County Public Works historically provides grading maintenance on Lake Gulch Road during the second week of April when Public Works starts the county wide road grading maintenance program. This county wide program systematically grades all of the county-maintained roads during a two-month period ensuring that all maintained roads receive maintenance at least once during the summer months.

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

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

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

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

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

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

COUNTY SNOW AND ICE REMOVAL POLICY

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

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

1. All of Gilpin County's roads are categorized by the level of snow and ice removal efforts which will be devoted to them. The various levels of snow and ice removal services, the degree of service, and the roadways which fall within each level are identified below.

   A. Level I Roads: This level includes collector and select roads of high importance (as determined by the Gilpin County Public Works Department). Level I roads will be plowed and sanded during night time hours to accommodate late night vehicle movement. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m., 20-24 hours a day during snow storms.

   B. Level II Roads: This level includes all collector roads. This level also includes all local roads that currently have a school bus route. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m. In the event of extreme severe weather, level II roads may not be plowed until all Level I roads have been opened. This level will receive priority over Level III and Level IV roads and will be plowed and sanded within the first 24 hours after snowfall has ended.
C. Level III Roads: This level includes County roads classified as local. Level III roads are the remaining roads which are not included in Level I and/or Level II above and are mostly those roads located within subdivisions and low volume roads serving a remote area or location. Level III roads will be plowed and/or sanded as needed for snowfalls exceeding four inches, after the needs of Level I and Level II are met. Plowing and sanding operations will normally be carried out between the hours of 4:30 a.m. – 3:00 p.m. This priority level will normally be provided within 24-48 hours after snowfall has ended.

D. Level IV Roads: Level IV roads are roads such as forest service roads, seasonal roads or roads designated on plats filed with the County or dedicated for public use, but have not been formally accepted by the Gilpin County Board of Commissioners for maintenance. Only emergency maintenance will be provided on Level IV roads. Emergency maintenance can only be approved by the Gilpin County Public Works Department.

2. In the event that a Level I, II or III road is contained in a current intergovernmental agreement with another entity that road will be maintained by the County and shall be maintained according to the county’s snow and ice removal policy.

3. As noted earlier, in the event that blizzard conditions exist with high winds, creating extremely low visibility, Gilpin County may not attempt to provide any snow and ice removal services for any of the above-described levels of services until the blizzard conditions have ended.

4. Gilpin County normally will spread sand only on steep hills, curves and intersections, and will not spread sand continuously along roadways.

5. Gilpin County will address problem areas such as access to mailbox units, isolated slick spots, etc. only after snow and ice removal operations on Level I, II and III roads have been met.

6. Gilpin County will not be responsible for any damage to newspaper delivery boxes, mailboxes, or mailbox units unless they are physically struck by county equipment. It is the homeowner’s responsibility to see that paper boxes and/or mailboxes are properly placed and marked and sturdy enough to ensure that they will not be damaged or destroyed by snow being thrown from passing snowplows. Gilpin County will only replace mailboxes which are physically hit by snowplows, provided that the mailboxes are properly located and marked.
7. Gilpin County will not be responsible for snow removal in front of mailboxes to ensure mail delivery; this is the owner’s responsibility.

8. Gilpin County will not provide towing service for private or public vehicles which are struck in the snow or have run off the road. Snowplow and sanding truck operators may provide assistance if they are passing by, but will not make a special trip to assist. If a tow strap or chain is required to pull a vehicle owner of a stranded vehicle, the owner must physically hook the tow strap or chain to his or her vehicle. Gilpin County operators will not be allowed to hook the tow strap or chain to any vehicle other than Gilpin County’s.

9. The practice of pushing snow onto or across Gilpin County’s roadways endangers the traveling public as well as snow plow operators. Colorado Revised State Statutes make it unlawful to store or deposit snow on the public right-of-way. Gilpin County residents may receive a warning and/or summons for snow pushed onto the County’s right-of-way from driveways, sidewalks, parking lots, etc.

10. The parking of vehicles on the traveled portion of County maintained right-of-ways is prohibited. Colorado Revised State Statutes and Gilpin County Ordinance 97-1 make it unlawful to park on the traveled portion of a roadway. Gilpin County residents and/or tourists may receive a warning and/or summons for parking vehicles on the traveled portion of a Gilpin County right-of-way or cul-de-sac.

11. Gilpin County will not plow private driveways or roads except in the case of a life-threatening emergency. Any emergency request will be forwarded to the Gilpin County Public Works Department from the Gilpin County Sheriff’s Office. A decision at the time will be made by the Director to have the driveway or roadway plowed at the Sheriff’s Office’s request.
Gilpin County Public Works provides Winter Maintenance in accordance to the Gilpin County Snow and Ice Policy.

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

Snow and Ice removal practices include;

1. Upon activation of the Day Time snow removal shift, all roads will have two lanes plowed during and until after the end of snowfall to the point all mainained roads are plowed open. Roads will be sanded according to policy.

2. After all maintained roads are plowed open, then roads that need to be widened further from the two plowed lanes, may be plowed from edge of road hinge point to edge of road hinge point. Roads will be sanded as necessary during this procedure.

3. Snowpack and ice will receive maintenance as time and necessity mandates. Snowpack and ice will be cut off the road by heavy equipment or will be sanded or may have both treatments performed.

4. If the snow berm on the sides of the road becomes too large to continue plowing the roads open to each hinge point, then more maintenance will be performed to achieve more snow storage area on the side of the roads through one or more means.

   I. Using heavy equipment to push the snow berm further away from the road surface to generate snow storage area.

   II. Using heavy equipment to cross the snow from one side of the road to the opposite side and further off to generate the necessary snow storage area.

   III. Using heavy equipment to load the snow berm and haul away to create snow storage.

5. Winds may cause snow drifting and will be plowed or removed as necessary.
Gilpin County
Guide to Better road Maintenance.

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

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

1. Drainage. The ditch should be pulled clean of all rock and debris, Culverts dug out, and no wind rows left on side of the road that will slow the flow of water.

2. Grading. After cutting the road the wind row should be worked from the fill side towards the ditch and back in an opposite direction to sift out good material and put any rocks or debris off of the fill side of the road.

3. Crown. All roads with very few exceptions will be crowned to allow for proper drainage a road with a 6% crown is less likely to pot hole than a flat road.

4. Rocks. Under no circumstance should excessive amounts of rocks, or rocks larger than ¾” diameter be left on the road way.

5. Driveways. Driveways should always meet the edge of county road, No grade changes should ever be made to accommodate a driveway.

6. Details. When you have finished grading a road take time to drive it. Look at the whole road are the signs and delineator bases shoveled. Have any berms in front of driveways been addressed. Will the road drain properly? And does the road drive good. Take pride in every road that you work!
MOTOR GRADER
LEVEL II

ODYSSEY of a DIRT ROAD
(Provided with the permission of William F. Heiden)

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

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

THE THINKING PROCESS

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

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

OPERATIONS

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

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

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

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

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

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

LONGIVITY

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

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

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

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

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

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

LOGISTICS

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

GOOD GRADATION
PROPER MOISTURE
PROPER COMPACTION

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

Grader Passes

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

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

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

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

Pass Five - As shown on page two, simple continues the cutting process at the predetermined cross slope and deposits the windrow in the area cut on pass one.
Pass Six - As shown on page two, starts the lay back process. This process must be done in first gear and will determine the depth of the lift left during the remaining passes.

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

Pass Eight - As shown on page three, establishes the predetermined cross slope at the centerline and carries it into the right lane as shown. This pass is the final establishment of the centerline.
Pass Nine - As shown on page three, is the final pass. The windrow must zero out at the edge of the road without changing the predetermined grade or placing material in the ditch.

The above requires good equipment, straight cutting edges and above all, a skilled and dedicated operator.
A Wag once said:
I told Orville that,
I told Wilbur that.
And I'm telling you that,
It can't be done.
I'm telling you that it can, it does take skill, practice and patience. The driving public is the winner.
MOTOR GRADER
LEVEL II

Procedures On Performing Flat Bottom Ditch:
1. Interpret data on grade stake.
2. Operate sidershift to extreme left.
3. Rotate circle until point of blade is inside and behind right front wheel.

V-DITCH

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

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

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

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

Intercepting ditches cut off excessive drainage on slopes.

Cut line

Intercepting ditches should be feathered away from cut lines.

6. Return to road surface and remove windrow from bottom of ditch to road surface.

7. Continue cutting ditch to desired depth removing windrow after every pass.
MOTOR GRADER
LEVEL II

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

Note: Use extreme caution as to not hit or touch the front tire.
5. Raise the left lift cylinder to the full up position. 
Note: If blade heel is not in the full up position, it will cut into the 
driving surface and create the first step in piping of road.

6. Lower the right blade lift cylinder to set blade tip for desired depth of 
cut.
7. Lean front wheels to left, and engage differential lock and make a 4 to 5 in marking cut.

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

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

*Note: Each ditch cut should be made as deep as possible with blade toe in line with center of lead tire, and without stalling grader.*
9. Continue ditching and bringing successive cuts in from edge of back slope; blade toe will be in line with bottom of ditch on the final cut.
MOTOR GRADER
LEVEL II

Procedures On Blending And Spreading Of Materials On A Roadbed:
1. Tilt moldboard to the forward position.
   Note: This will create a rolling and mixing action
2. Raise blade to the full up position.
3. Proceed to work area.
4. Start first pass, windrowing material.

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

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

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

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

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

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

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this _______ day of __________________, 2020.

BOARD OF COMMISSIONERS OF COUNTY GILPIN COUNTY

By: Gail Watson, Chair

Attest:

Sharon Cate,
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO )
) ss.
COUNTY OF __________________ )

The foregoing instrument was acknowledged before me this _____ day of ________________, 2020, by Gail Watson as the Chair of the Board of County Commissioners of Gilpin County.

My commission expires: _____________________________

Witness my hand and official seal.

Notary Public
EXHIBIT A
APPENDIX 6 to IGA

Recorded at ______________ o'clock _______. M., ____________________

Reception No. __________________   ______________________, Recorder

QUIT CLAIM DEED

The Board of County Commissioners of the County of Gilpin, State of Colorado, whose address is 203 Eureka Street, Central City, Colorado, Grantor, for the consideration of Ten dollars ($10.00) and other good and valuable consideration, in hand paid, hereby remises, releases, sells and quitclaims to the City of Central, Colorado, a Colorado home rule municipality whose address is 141 Nevada St., P.O. Box 249, Central City, Colorado 80427, County of Gilpin, State of Colorado, Grantee, the following real property in the County of Gilpin, State of Colorado, to wit:

That portion of the prescriptive roadway currently identified as approximately twenty two (22) feet in width, or such greater width that has been prescriptively used as of the date of this Deed, extending from the western boundary of Black Hawk’s Lake Gulch Whisky Resort annexation, extending west to the Central City’s municipal boundary, as more particularly depicted on Exhibit A.

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

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this ______ day of _________________, 2020.

BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY

By: Gail Watson, Chair

Attest:

___________________________
Sharon Cate,
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was acknowledged before me this _____ day of _____________, 2020, by Gail Watson as the Chair of the Board of County Commissioners of Gilpin County.

My commission expires: _____________________________

Witness my hand and official seal.

___________________________
Notary Public

189 of 242
RESOLUTION 61-2020
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 61-2020

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED

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

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as Exhibit A, is hereby approved.

RESOLVED AND PASSED this 23rd day of September, 2020.

_________________________________________  
David D. Spellman, Mayor

ATTEST:

_________________________________________  
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution amending the 2020 City of Black Hawk Fee Schedule.

RECOMMENDATION:

MOTION TO APPROVE Resolution 61-2020, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Incorporated into the accompanying Fee Schedule (Exhibit A) are changes proposed by City staff.

AGENDA DATE: September 23, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

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

DOCUMENTS ATTACHED:
Resolution 61-2020
Exhibit A - Amended 2020 Fee Schedule

RECORD: [ ]Yes [X]No

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

SUBMITTED BY:
Cynthia L. Linker, CP&D

REVIEWED BY:
Stephen N. Cole, City Manager
<table>
<thead>
<tr>
<th><strong>Business/Sales Tax License</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License-New &amp; Renewal</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Gaming License Related Fees</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Device Fee</td>
<td>$40.80 per device/per year</td>
</tr>
<tr>
<td>Ambulance Fee (Silver Dollar Metro District Devices Excluded)</td>
<td>$2.50 per device/per month</td>
</tr>
<tr>
<td>General Device Fee (except live table games)</td>
<td>$1,050.00 per device/per year</td>
</tr>
<tr>
<td>General Device Fee on Table Games with Live Dealers</td>
<td>$4,200.00 per device/per year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Liquor License</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee - new license</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Retail Liquor Store</td>
<td>$22.50</td>
</tr>
<tr>
<td>Liquor-licensed Drugstore</td>
<td>$22.50</td>
</tr>
<tr>
<td>Beer and Wine</td>
<td>$48.75</td>
</tr>
<tr>
<td>Hotel and Restaurant</td>
<td>$75.00</td>
</tr>
<tr>
<td>Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Optional Premises</td>
<td>$75.00</td>
</tr>
<tr>
<td>Club</td>
<td>$41.25</td>
</tr>
<tr>
<td>Retail Gaming Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Brew Pub</td>
<td>$75.00</td>
</tr>
<tr>
<td>Arts</td>
<td>$41.25</td>
</tr>
<tr>
<td>Racetrack</td>
<td>$75.00</td>
</tr>
<tr>
<td>Distillery Pub</td>
<td>$75.00</td>
</tr>
<tr>
<td>Lodging &amp; Entertainment</td>
<td>$75.00</td>
</tr>
<tr>
<td>Vitner's Restaurant</td>
<td>$75.00</td>
</tr>
<tr>
<td>Fermented Malt Beverage On Premises</td>
<td>$3.75</td>
</tr>
<tr>
<td>Fermented Malt Beverage Off Premises</td>
<td>$3.75</td>
</tr>
<tr>
<td>Fermented Malt Beverage On/Off Premises</td>
<td>$3.75</td>
</tr>
<tr>
<td>Art Gallery Permit</td>
<td>$3.75</td>
</tr>
<tr>
<td>Bed &amp; Breakfast Permit</td>
<td>$3.75</td>
</tr>
<tr>
<td>Mini Bar Permit w/Hotel Restaurant License</td>
<td>$48.75</td>
</tr>
<tr>
<td>Annual Renewal Application Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Late Renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Special Event Liquor Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Fingerprint Analysis (credit card payment through Idemia)</td>
<td>$48.50 each analysis ($38.50 + $10 vendor service fee)</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Corp/LLC Change (per person)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Change of Location</td>
<td>$750.00</td>
</tr>
<tr>
<td>Change of Manager (H&amp;R, Tavern, L&amp;E, and Campus Liquor Complex)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Promotional Association Certification Application</td>
<td>$100.00</td>
</tr>
<tr>
<td>Attachment of a Licensed Premise</td>
<td>$100.00</td>
</tr>
<tr>
<td>Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Lodging License</strong></td>
<td></td>
</tr>
<tr>
<td>Lodging License</td>
<td>$100.00</td>
</tr>
<tr>
<td>Short-Term Rental License</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Retail Marijuana License</strong></td>
<td></td>
</tr>
<tr>
<td>Initial Operating Fee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Annual Renewal and Operating Fee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Late renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Transaction Fee</td>
<td>$2.00</td>
</tr>
<tr>
<td>Change in Corporate Officers, Directors, or Manager</td>
<td>$100.00</td>
</tr>
<tr>
<td>Fingerprint Analysis (credit card payment through Idemia)</td>
<td>$48.50 each analysis ($38.50 + $10 vendor service fee)</td>
</tr>
<tr>
<td><strong>Escort Services License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$300.00</td>
</tr>
<tr>
<td>Application Investigation Fee (Police Department)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Pawnbrokers Business License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Investigation and Processing Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Sexually Oriented Business License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$750.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>$200.00</td>
</tr>
<tr>
<td>Manager's License</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Misc. Licenses/Permits</strong></td>
<td></td>
</tr>
<tr>
<td>Dog License Annual Fee (Males &amp; spayed females)</td>
<td>$3.00</td>
</tr>
<tr>
<td>Dog License Annual Fee (Unspayed females)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Newsrcrack Permit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Public Assembly Permit (for profit organizations)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Recreational Vehicle and Equipment Permit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mobile Auto Repair Permit and Annual Renewal</td>
<td>$25.00</td>
</tr>
<tr>
<td>Street Vendor Conditional Use Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Shuttle Owner/Operator Registration and Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td>Private Social Club Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Solicitation Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$50.00</td>
</tr>
<tr>
<td>Fingerprint Fee/Background Check through Idemia</td>
<td>$26.50 each analysis ($16.50 + $10 vendor service fee)</td>
</tr>
<tr>
<td>Identification Badge</td>
<td>$25.00</td>
</tr>
<tr>
<td>Replacement Identification Badge</td>
<td>$25.00</td>
</tr>
<tr>
<td>Special Event Fees</td>
<td></td>
</tr>
<tr>
<td>First day</td>
<td>$50.00</td>
</tr>
<tr>
<td>Each additional day</td>
<td>$30.00</td>
</tr>
<tr>
<td>Bicycle Event Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td></td>
</tr>
<tr>
<td>Cable Television Franchise Fee</td>
<td></td>
</tr>
<tr>
<td>New Application</td>
<td>per contract</td>
</tr>
<tr>
<td>Transfer</td>
<td>per contract</td>
</tr>
<tr>
<td>Gas and Electric Franchise</td>
<td>3% of all received revenues</td>
</tr>
<tr>
<td>Transfer</td>
<td>per contract</td>
</tr>
<tr>
<td>Dory Hill Cemetery</td>
<td></td>
</tr>
<tr>
<td>Plot Fee</td>
<td>$50.00</td>
</tr>
<tr>
<td>Burial Fee - Casket</td>
<td>$400.00</td>
</tr>
<tr>
<td>Burial Fee - Cremated Remains</td>
<td>$150.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>Code Books</td>
<td>online</td>
</tr>
<tr>
<td>Open Records Request Research Fee</td>
<td>$33.58 after first hour/per hour</td>
</tr>
<tr>
<td>Copies made</td>
<td>$0.25 page</td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee</td>
<td>Actual Cost plus 15% City Administration Fee</td>
</tr>
</tbody>
</table>
### Building Fees

A Building Permit includes Building, Electrical, Structural plan reviews, fees and primary inspections. Reinspections are invoiced separately.

Civil Engineering plan reviews and inspections are NOT included in the Building Permit and collected separately using the Land Use fee schedule.

Building Fees cover the cost of an initial Plan Review, one (1) round of response comments and primary inspections for Building, Plumbing, Mechanical, Electrical, and Structural. A reinspection fee is invoiced separately.

Public Improvement Plan Review and Inspection fees are NOT collected with the Building Fee. These fees are invoiced separately using the Land Use fee schedule.

### Building Permit Fees Based on Total Valuation

<table>
<thead>
<tr>
<th>Valuation Range</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75</td>
</tr>
<tr>
<td>Service</td>
<td>Fee Description</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Initial Building Plan Review - initial review and one (1) response</td>
<td>65% of the Building Permit fee calculated above</td>
</tr>
<tr>
<td>comments</td>
<td></td>
</tr>
<tr>
<td>Additional Building Plan Review/Response Comments</td>
<td>$150.00 an hour plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Structural Engineering Review and Consulting Fee (3rd party)</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Building Consulting / Miscellaneous Services</td>
<td>$150.00 an hour plus 15% City Administration Fee - Includes all services not listed</td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>$200.00 an hour with a four (4) hour minimum plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$150.00 an hour for each re-inspection plus 15% City Administration Fee</td>
</tr>
<tr>
<td>*Contractor/Homeowner not ready</td>
<td></td>
</tr>
<tr>
<td>*Contractor/Homeowner not on site</td>
<td></td>
</tr>
<tr>
<td>*Contractor/Homeowner disregards correction items</td>
<td></td>
</tr>
<tr>
<td>Special Investigation Fee - staring work without a permit.</td>
<td>$500.00 1st Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1000.00 2nd Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1500.00 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Excavation Permit (commercial and residential alteration or addition)</td>
<td>$7.00 per cubic yard</td>
</tr>
<tr>
<td>Administration Fee: a CoBH 15% City Administration Fee will be added to each invoice</td>
<td></td>
</tr>
<tr>
<td>CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance,</td>
<td></td>
</tr>
<tr>
<td>Electrical Fees</td>
<td></td>
</tr>
<tr>
<td>Electrical Only Plan Review - initial review and one (1) response</td>
<td>65% of the Electrical Permit fee calculated below</td>
</tr>
<tr>
<td>comments</td>
<td></td>
</tr>
<tr>
<td>Additional Electrical Plan Review/Response Comments</td>
<td>$150.00 an hour plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Residential Electrical Only Installation: (New, Remodel, Addition)</td>
<td>(Round sq. ft. up to next 100 for calculation).</td>
</tr>
<tr>
<td>(Based on enclosed living area only)</td>
<td></td>
</tr>
<tr>
<td>LIVING AREA:</td>
<td></td>
</tr>
<tr>
<td>≤ 1,000 sq. ft.</td>
<td>$115.00</td>
</tr>
</tbody>
</table>
### 2020 City of Black Hawk Fee Schedule (amended 9/09/2020)

<table>
<thead>
<tr>
<th>Area Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,001 sq. ft. but ≤ 1,500 sq. ft.</td>
<td>$172.00</td>
</tr>
<tr>
<td>1,501 sq. ft. but ≤ 2,000 sq. ft.</td>
<td>$230.00</td>
</tr>
<tr>
<td>≥ 2,001 sq. ft. ($228.00 + ($10.00) x each additional 100 sq. ft.)</td>
<td>Calculated Fee</td>
</tr>
</tbody>
</table>

**EXAMPLE:** (2235 sq. ft.) first 2000 sq. ft. = $228 + (300 (235 rounded up to next 100) x $10.00) = $258.00

**Commercial and other fees:** Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.

#### Valuation of Installation
(Based on cost to customer of labor, material and items)

<table>
<thead>
<tr>
<th>Valuation Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ $2,000</td>
<td>$113.00 base fee</td>
</tr>
<tr>
<td>≥ $2,001</td>
<td>$115.00 Calculated Fee</td>
</tr>
</tbody>
</table>

**EXAMPLE:** The cost of the installation is $5,150 (round up to $6,000) ($6,000 x $10 = $60)
The base fee (shown above): $113 + (6 x $10.00) $60 = $173.00
The Total Fee is $173.00.

| Mobile/Modular/Manufactured Home Set (per unit) | $115.00 |

| Temporary Heat Release | $33.00 |
| Temporary Electrical Meter | $115.00 |

**Solar Permit Fees - Residential or Commercial**
Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.

#### Valuation of Installation
(Based on cost to customer of labor, material and items)

<table>
<thead>
<tr>
<th>Valuation Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than $2000</td>
<td>$115.00</td>
</tr>
</tbody>
</table>

---

Page 6 of 17

200 of 242
### 2020 City of Black Hawk Fee Schedule (amended 9/09/2020)

<table>
<thead>
<tr>
<th>≥ $2,001 add $113.00 + $10.00 per thousand of total job valuation (always round up the next $1000)</th>
<th>Calculated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXAMPLE:</strong> The valuation if $5,150 (round up to $6,000) the base fee as shown above; $113.00 + (6x($10.00)) = $173.00 total fee*</td>
<td></td>
</tr>
</tbody>
</table>

| **House Bill 11-1199** Senate Bill 17-179 placed a cap on solar permit fees of:  
$500.00 for residential installation and;  
$2000.00 $1,000 for commercial installations.  
Caps on the permit fee are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above. |  |

| Special Investigation Fee - starting work without a permit. | 1st Occurrence plus 15% City Administration Fee  
$500.00  
$1000.00  
$1500.00 |
|---|---|
| **Expert Witness / Court Testimony** | Actual Cost plus 15% City Administration Fee  
$150.00 |

| **Re-Inspection Fee:**  
*Contractor/Homeowner not ready  
*Contractor/Homeowner not on site  
*Contractor/Homeowner disregards correction items | an hour for each re-inspection plus 15% City Administration Fee  
$150.00 |

1. Ensure that the work is completed within the time limitation of the permit.  
2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC).  
3. Request an electrical inspection prior to covering and a final inspection prior to occupancy.  
4. Temporary construction meters require a separate permit application from any other activity.

| Administration Fee | Calculated Fee a CoBH 15% City Administration Fee will be added to each invoice |
## CoBH Administration Fee:
A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.

### Conveyance Fees

#### INSPECTION SERVICES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Periodic</td>
<td>$155.00</td>
<td>1-1.5 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped Periodic</td>
<td>$210.00</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction Periodic</td>
<td>$210.00</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Temporary Certificate of Operation (TCO) 2nd Follow-up</td>
<td>$310.00</td>
<td>Follow-up on TCO as necessary.</td>
</tr>
<tr>
<td>Hydraulic 5 Year</td>
<td>$210.00</td>
<td>Witnessed annual safety test (2 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped 5 Year</td>
<td>$375.00</td>
<td>Witnessed annual safety test (3 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction 5 Year</td>
<td>$520.00</td>
<td>Witnessed safety test with weights (4 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Escalator Annual</td>
<td>$675.00</td>
<td>Colorado - Category 5 test annual.</td>
</tr>
<tr>
<td>Plan Review</td>
<td>$475.00</td>
<td>Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Like Plan Review</td>
<td>80%</td>
<td>Elevators of the same nature in the same bank will be at 80% of the per unit cost</td>
</tr>
<tr>
<td>Revised Plan Review</td>
<td>$155.00 Per Hour</td>
<td>Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Lift Periodic(platform, chair, etc.)</td>
<td>$155.00</td>
<td>All lifts other than those described above</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td>$155.00</td>
<td>Typically small units, only used for material</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Traction Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td>$700.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Dumbwaiter/Lift Acceptance</td>
<td>$355.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Any Re-inspect Fee</td>
<td>Same as initial fee</td>
<td></td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>Same as initial fee</td>
<td>with a two (2) hour minimum</td>
</tr>
</tbody>
</table>
## Consultant Administration Fee:
A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.

### CoBH Administration Fee:
A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.

### Consulting Services

<table>
<thead>
<tr>
<th>Type</th>
<th>Per Unit/ Per Hour</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Trawctions</td>
<td>$525/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Trawctions</td>
<td>$420/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>$455/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Hydraulic</td>
<td>$360/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person min</td>
<td>$1500/per unit</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
</tr>
<tr>
<td>OSHA 30 hour training - 10 person min</td>
<td>$3900/per unit</td>
<td>For those wishing to obtain their OSHA 30 hour card</td>
</tr>
<tr>
<td>Conveyance Operation Training</td>
<td>$135/per hour</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances.</td>
</tr>
<tr>
<td>Required Presence</td>
<td>$135/per hour</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included.</td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$135/per hour</td>
<td>Help owners/managers/maintenance understand their part in keeping units code compliant.</td>
</tr>
<tr>
<td>DRC Attendance / Once a Month</td>
<td>N/C</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review.</td>
</tr>
<tr>
<td>Capitol Plans</td>
<td>$840/unit</td>
<td>Review current contract and help in writing new contracts.</td>
</tr>
<tr>
<td>Contract Review</td>
<td>$780/unit</td>
<td>If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute.</td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>$155/per hour</td>
<td>Incident investigation is conveyance taken out of service.</td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>$135/per hour</td>
<td>Includes all miscellaneous services not listed.</td>
</tr>
<tr>
<td>Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$150.00/hour plus 15% City Administration Fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00/hour plus 15% City Administration Fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TYPE</strong></td>
</tr>
<tr>
<td><strong>PERMIT FEE</strong></td>
</tr>
<tr>
<td><strong>DESCRIPTION</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*Minor Alteration/Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>$575.00</td>
</tr>
<tr>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>**Major Alteration/Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>$865.00</td>
</tr>
<tr>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Residential Elevator, Platform Lift or Dumbwaiter</th>
</tr>
</thead>
<tbody>
<tr>
<td>$575.00</td>
</tr>
<tr>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Investigation Fee - Starting work without a permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
</tr>
<tr>
<td>1st Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td>$1,000.00</td>
</tr>
<tr>
<td>2nd Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td>$1500.00</td>
</tr>
<tr>
<td>3rd Occurrence and Each Additional plus 15% City Administration Fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expert Witness / Court Testimony</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost plus 15% City Administration Fee</td>
</tr>
</tbody>
</table>

| *Minor Alteration includes: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails. |

| **Major Alteration includes: controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall, |

<p>| CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. |</p>
<table>
<thead>
<tr>
<th><strong>Electrical Permit:</strong> if an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building Permit:</strong> If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.</td>
<td></td>
</tr>
<tr>
<td><strong>Fire Permit:</strong> If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.</td>
<td></td>
</tr>
<tr>
<td><strong>MISC. Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Contractor Registration (However a Business License is required)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Right-of-Way Use Permit</td>
<td>$30.00</td>
</tr>
<tr>
<td>Street Cut Permit</td>
<td>$300.00 for 1 to 100sf and $2/sf for any additional</td>
</tr>
<tr>
<td>Historic Landmarking</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Development in Flood Hazard Permit</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee</td>
<td>Actual Cost plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit</td>
<td></td>
</tr>
<tr>
<td>Multifamily Residential</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Commercial</td>
<td>$14.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Industrial</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Change of Use</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Redevelopment</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Industrial</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Off-site commercial parking space fee (Parking Impact Fee)</td>
<td>$2,000.00 per space</td>
</tr>
<tr>
<td>Inspection Record Card Replacement</td>
<td>$50.00 per card plus 15% City Administration Fee</td>
</tr>
<tr>
<td><strong>CoBH Administration Fee:</strong> A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.</td>
<td></td>
</tr>
<tr>
<td><strong>Reference:</strong> Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees</td>
<td></td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td></td>
</tr>
<tr>
<td>Disconnect/Reconnect Fees</td>
<td></td>
</tr>
<tr>
<td>Notice of disconnection due to delinquency or failure to maintain</td>
<td>$60.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Reconnection charge due to delinquency or failure to maintain</td>
<td>$500.00</td>
</tr>
<tr>
<td>Disconnection/shut off for convenience (&gt;7 days)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Reconnection charge for convenience (&gt;7 days)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Commercial Fire Flow Testing</td>
<td></td>
</tr>
<tr>
<td>Permit (&gt;48 hours in advance of test)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Penalty for failure to acquire permit</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Sign Permit Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Sign Plan Review (COAC reviews; and Sign Permit reviews)</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td>Sign Permit Application</td>
<td>$50.00 or included with Fee Deposit collected for Pre or Formal Application</td>
</tr>
<tr>
<td><strong>Sign Permit Fees Based on Total Valuation</strong></td>
<td></td>
</tr>
<tr>
<td>$1,00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25 for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25 for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75 for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75 for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td>$500.00 1st Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1,000.00 2nd Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1,500.00 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Consultant Fee plus 15% City Administration Fee - Includes all services not listed</td>
</tr>
</tbody>
</table>
### 2020 City of Black Hawk Fee Schedule (amended 9/09/2020)

**CoBH Administration Fee:** A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.

**Electrical Permit:** If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.

**Building Permit:** If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.

**Fire Permit:** If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.

**Reference:** Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees

<table>
<thead>
<tr>
<th>Land Use Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Land Use Application Fee &amp; DRC Meeting Deposit</strong></td>
<td>$350 $550 $1,050</td>
</tr>
<tr>
<td><strong>Non-residential/Commercial buildings less than 1,000 sq. ft.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Non-residential/Commercial buildings between 1,001 sq. ft. - 5,000 sq. ft.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Non-residential/Commercial buildings more than 5,000 sq. ft. and all vacant land</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Formal Land Use Application</strong></td>
<td>Estimated Consultant Fee Deposit plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Commercial - Land Use Plan Review</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Boundary Line Agreement</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Certificate of Appropriateness</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Certificate of Architectural Compatibility</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Civil Engineer Plan Review and Inspections</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Disconnection of Property</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Planned Unit Development</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Site Development Plan</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Special Review Use</strong></td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td><strong>Subdivisions</strong></td>
<td></td>
</tr>
</tbody>
</table>
# 2020 City of Black Hawk Fee Schedule (amended 9/09/2020)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Type</th>
<th>Consult Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Subdivision Processing Fee</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Final Subdivision Development Fee</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Site Development Commercial Plat</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Street Plan and Easement Vacation</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Variance</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Restaurant Grills and Air Quality Compliance</td>
<td>Consultant Fee</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Recording Fee</td>
<td>Actual Cost</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Temporary Use or Temporary Structure Permits</td>
<td>$50.00</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Water System Development Fees</td>
<td>$16.00 per square foot</td>
<td>Water System Development Fees for Nonresidential, in Gaming District.</td>
</tr>
<tr>
<td>Hotel</td>
<td>$900.00 per room</td>
<td>Hotel Development Fees for Nonresidential, in Gaming District.</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>$8.00 per square foot</td>
<td>Water System Development Fees for Nonresidential, outside of Gaming District.</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Actual Cost</td>
<td>Water System Development Fees for Nonresidential, outside of Gaming District.</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Consultant Fee</td>
<td>Water System Development Fees for Nonresidential, outside of Gaming District.</td>
</tr>
<tr>
<td>CoBH Administration Fee</td>
<td>$100.00 initial registration</td>
<td>CoBH Administration Fee shall be added to each invoice generated by Finance.</td>
</tr>
</tbody>
</table>

**Reference:** Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees
### Renewal
- $50.00

### Portable Breath Test (PBT)
- $20.00

### VIN Checks (Residents Only)
- $0.00

### Copies onto CDs
- $25.00

### Fire Department Fees
(Contact Fire Dept. for further details)

#### New Construction, Addition, or Tenant Finish of Commercial and Multi-Residential Plan Reviews
Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.

<table>
<thead>
<tr>
<th>Square footage</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 5,000 square feet</td>
<td>$750.00</td>
</tr>
<tr>
<td>5,001 - 10,000 square feet</td>
<td>$750.00 plus $0.05 per square foot over 5,000</td>
</tr>
<tr>
<td>10,001 - square feet or greater</td>
<td>$1,000.00 plus $0.05 per square foot over 10,001</td>
</tr>
</tbody>
</table>

#### Commercial Inspections

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Annual Inspection</td>
<td>$150.00 hour</td>
</tr>
<tr>
<td>First Re-inspection of violation noted during a Scheduled Annual Inspection</td>
<td>$0.00</td>
</tr>
<tr>
<td>Second or greater Re-inspection of violation noted during a Scheduled Annual Inspection</td>
<td>$150.00 hour</td>
</tr>
</tbody>
</table>

#### Compliance Verification
- $150.00 hour. Applies to testing and inspection of fire sprinkler, fire alarm system, and suppression system required in addition to those included in initial fee.

#### System Test
- $150.00 hour. This inspection fee shall be assessed for each re-inspection when: 1) an inspection is scheduled and the contractor is unable to complete the inspection when the inspector arrives, 2) when corrections called out during a previous inspection are not made, or 3) when the contractor does not have the permit card or plans available for the inspector within a reasonable amount of time.

#### Outside Agency Support for Scheduled Inspections
- $50.00 hour. Assist adjacent fire agencies with fire and life safety inspections.

### Parking Structures
Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.

#### Separate or attached structure
- 1/2 new construction fee for same square footage ($750.00 minimum fee)

### Automatic Fire Sprinkler System (NFPA 13, 13D, and 13R)
Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Fire Sprinkler System</strong></td>
<td>$0.05 per square foot of system coverage ($750.00 minimum fee)</td>
</tr>
<tr>
<td><strong>Existing Fire Sprinkler System Modification (Relocate, remove, or add fire sprinklers)</strong></td>
<td>Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.</td>
</tr>
<tr>
<td>1 - 1,500 square feet of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td>1,501 square feet or greater of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Fire Pump</strong></td>
<td>$300.00 per pump</td>
</tr>
<tr>
<td><strong>Fire Alarm System</strong></td>
<td>Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.</td>
</tr>
<tr>
<td>1 - 1,500 square feet of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td>1,501 square feet or greater of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Existing Fire Alarm System Modification (Relocate, remove, or add fire alarm devices)</strong></td>
<td>Fee includes initial plan review, one round of response comments one rough inspection, and one final inspection.</td>
</tr>
<tr>
<td>1 - 1,500 square feet of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td>1,501 square feet or greater of system coverage</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>False Alarm Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Occurrence 6 to 10</td>
<td>$50.00 per occurrence</td>
</tr>
<tr>
<td>Occurrence 11 to 15</td>
<td>$100.00 per occurrence</td>
</tr>
<tr>
<td>Occurrence 15 or more</td>
<td>Discretionary</td>
</tr>
<tr>
<td><strong>Automatic Fire Suppression Systems for Commercial Cooking Operations</strong></td>
<td>Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.</td>
</tr>
<tr>
<td>Information review and inspection of a new system</td>
<td>$200.00 per individual system</td>
</tr>
<tr>
<td>Modifications to an existing system</td>
<td>$150.00 per individual system</td>
</tr>
<tr>
<td><strong>Standpipe Systems</strong></td>
<td>Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.</td>
</tr>
<tr>
<td>New standpipe</td>
<td>$450.00 per standpipe riser</td>
</tr>
<tr>
<td>Modification to existing standpipe system</td>
<td>$300.00 per standpipe riser</td>
</tr>
<tr>
<td><strong>Additional Plan Review/Response Comments</strong></td>
<td></td>
</tr>
<tr>
<td>Second or Greater Plan Review/Response Comments</td>
<td>$150.00 per hour</td>
</tr>
<tr>
<td><strong>Public Safety Radio Amplification System</strong></td>
<td></td>
</tr>
<tr>
<td>Information review and on-site testing of the system at final inspection.</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Special Investigation Fee - starting work without a permit.</strong></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>First Occurrence</td>
<td>$500.00</td>
</tr>
<tr>
<td>Second Occurrence</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Third or greater Occurrence</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Administration Fees/Misc**

<table>
<thead>
<tr>
<th>Administration Fee for All Invoices</th>
<th>15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be included on all plan review and inspection invoices.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CPR and First Aid Training for City residents and City staff</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>person includes certification card</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CPR and First Aid Training for businesses</th>
<th>$25.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>person includes certification card</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Extinguisher Training for City residents and City Staff</th>
<th>$0.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fire Extinguisher Training for businesses</th>
<th>$10.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>person for businesses</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Temporary Fire Watch</th>
<th>$0.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Site Plans</th>
<th>$100.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Outside Consultation/Third Party Review</th>
<th>Actual Cost plus 15% Administration Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Fire Department reserves the right to have a third party perform an independent review. All associated costs above and beyond the standard fee shall be incurred and paid by applicant or property owner.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Blasting and Storage of Explosives Permit</th>
<th>$150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>includes one site inspection</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 62-2020
A RESOLUTION MAKING CERTAIN ADDRESS CHANGES WITHIN THE CITY FOR CERTAIN PROPERTIES ON STATE HIGHWAY 119, CHASE STREET, GREGORY STREET, AND MINERS' MESA ROAD
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 62-2020  

TITLE: A RESOLUTION MAKING CERTAIN ADDRESS CHANGES WITHIN THE CITY FOR CERTAIN PROPERTIES ON STATE HIGHWAY 119, CHASE STREET, GREGORY STREET, AND MINERS' MESA ROAD  

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 changes of street address for the properties on State Highway 119, Chase Street, Gregory Street, and Miners' Mesa Road as more particularly described in Exhibit A, and depicted on the detail maps attached hereto as Exhibit B, both of which are attached hereto and incorporated herein by this reference.  

Section 2. The City Clerk is further directed to do the following:  
   A. Provide notice of the address changes to the Gilpin County Assessor's Office;  
   B. Provide notice of the address changes to all impacted privately owned properties and all tenants of impacted City-owned properties; and  
   C. Provide notice of the address changes to the United States Post Office located in Black Hawk.  

Section 3. The address changes set forth herein shall be effective January 1, 2021.  

RESOLVED AND PASSED this 23rd day of September, 2020.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

________________________________  
Melissa A. Greiner, CMC, City Clerk
### EXHIBIT A
CITY OF BLACK HAWK ADDRESS CHANGES
Effective January 1, 2021

<table>
<thead>
<tr>
<th>Detail</th>
<th>Map</th>
<th>Hwy 119/Clear Creek Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>Wheeler Mill Site No. 382</td>
<td>No Address</td>
<td>8969 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>Pump Station</td>
<td>900 Clear Creek Street</td>
<td>8161 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>Hidden Treasure Trail Head - Public Use</td>
<td>505 Clear Creek Street</td>
<td>8060 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>City Owned Property</td>
<td>375 Clear Creek Street</td>
<td>7780 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>City Owned Property</td>
<td>345 Clear Creek Street</td>
<td>7768 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>City Owned Property</td>
<td>311 Clear Creek Street</td>
<td>7670 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>City Owned Property</td>
<td>301 Clear Creek Street</td>
<td>7630 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>Golden Gilpin Mill</td>
<td>7593 Hwy 119</td>
<td>7593 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>County World - Vacant Property</td>
<td>200 Clear Creek Street</td>
<td>7501 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Fire Station</td>
<td>496 Clear Creek Street</td>
<td>7457 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Residential Parking Area</td>
<td>490 Clear Creek Street</td>
<td>7430 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Mountain Life Park</td>
<td>480 Clear Creek Street</td>
<td>7380 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Post Office</td>
<td>445 Clear Creek Street</td>
<td>7340 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Commercial Building</td>
<td>435/437 Clear Creek Street</td>
<td>7320 Clear Creek Boulevard/Hwy 119 Suite 1A - Lower left Suite 1B - Lower right Suite 2A - Upper left Suite 2B - Upper right</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Fire Department Admin Overflow Parking (Next to Gold Mine Casino)</td>
<td>No Address</td>
<td>7315 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Gold Mine Casino</td>
<td>430 Clear Creek Street</td>
<td>7291 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Gold Mine Casino Parking Lot</td>
<td>420 Clear Creek Street</td>
<td>7261 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
</tbody>
</table>
### Chase Street Properties

<table>
<thead>
<tr>
<th>Map</th>
<th>Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Parking Area</td>
<td>No Address</td>
<td>101 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Stroehle Parking</td>
<td>No Address</td>
<td>226 Chase Street</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Residential Parking Area</td>
<td>230 Chase Street</td>
<td>230 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>City Owned Property</td>
<td>500 Chase Street</td>
<td>500 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Maryland Mountain Residential Trailhead</td>
<td>531 Chase Street</td>
<td>531 Chase Street</td>
<td>City Owned</td>
</tr>
</tbody>
</table>

### Gregory Street Properties

<table>
<thead>
<tr>
<th>Map</th>
<th>Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>211/221 Gregory</td>
<td>211/221 Gregory Street</td>
<td>221 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Proposed Distillery Site (Next to Crook's)</td>
<td>No Address</td>
<td>250 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Livery Lot</td>
<td>251 Gregory Street</td>
<td>251 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>St. Charles Carriage House Parking Garage</td>
<td>260 Gregory Street</td>
<td>270 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Proposed Excelsior Brewery</td>
<td>No Address</td>
<td>301 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>McAfee Buildings</td>
<td>305/311 Gregory Street</td>
<td>311 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Public Restroom</td>
<td>No Address</td>
<td>341 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Fire Display Building</td>
<td>No Address</td>
<td>361 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Mine Display Area (Next to Bobtail Mine)</td>
<td>380 Gregory Street</td>
<td>380 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bobtail Mine</td>
<td>426 Gregory Street</td>
<td>390 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Briggs Lot / Colvin Tract (Central City)</td>
<td>562 Gregory Street</td>
<td>411 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Gregory Point at Mountain City Elevator</td>
<td>No Address</td>
<td>476 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bunkhouse Public Restroom (Relocated)</td>
<td>261 Gregory Street</td>
<td>400 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>Detail Map</td>
<td>Miners Mesa Road Properties</td>
<td>Current Address</td>
<td>Proposed/Existing Address</td>
<td>Comments</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Material Storage</td>
<td>821 Miners Mesa Road</td>
<td>821 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Recreational Storage Yard</td>
<td>831 Miners Mesa Road</td>
<td>831 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Garage</td>
<td>901 Miners Mesa Road</td>
<td>None</td>
<td>City Owned - structure to be removed during future road improvements</td>
</tr>
<tr>
<td>E</td>
<td>Emergency Operations Center</td>
<td>911 Miners Mesa Road</td>
<td>911 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Facility</td>
<td>987 Miners Mesa Road</td>
<td>987 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Maintenance Facility (Bus Barn)</td>
<td>1051 Transportation Avenue</td>
<td>993 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Sand Shed</td>
<td>1053 Transportation Avenue</td>
<td>995 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Burn Building</td>
<td>999 Miners Mesa Road</td>
<td>999 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Miners Mesa Water Tank</td>
<td>1000 Miners Mesa Road</td>
<td>1000 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
</tbody>
</table>
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution updating addresses within the City of Black Hawk.

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

MOTION TO APPROVE Resolution 62-2020, a Resolution updating addresses along State Highway 119, Chase Street, Gregory Street, and Miners Mesa Road.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: With the current improvements occurring on Gregory Street, there has become a need for the addition of addresses for new buildings that will be relocated or constructed. Along with this effort to add new addresses on Gregory Street, the City would like to also take this opportunity to make some corrections, additions, and clarifications to addresses along State Highway 119, Chase Street, and Miners Mesa Road as well. These changes will assist emergency personnel as well as the general public in locating these properties more easily. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE: September 23, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: Resolution 62-2020
Staff Report, Exhibit A, Exhibit B

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:
Cynthia L. Linker, CP&D Director

Stephen N. Cole, City Manager

Vincent Harris, AICP, Baseline Corporation
BACKGROUND:
With the current improvements occurring on Gregory Street, there has become a need for the addition of addresses for new buildings that will be relocated or constructed. Along with this effort to add new addresses on Gregory Street, the City would like to take this opportunity to make some corrections, additions and clarifications to addresses along State Highway 119, Chase Street and Miners Mesa Road as well. These changes will assist emergency personnel as well as the general public in locating these properties more easily. Figure 1 on the next page shows an overview of all the changes proposed. Each of the four streets undergoing address changes are represented in a different color. This overall map has been divided into five detail maps that show the individual changes and are included in Figures 2 through 6.

Highway 119, Clear Creek Street and Proposed Clear Creek Boulevard:
There has been confusion regarding the differentiation between Clear Creek Street and Highway 119. In some cases, Highway 119 has also been designated as Clear Creek Street, and in addition to that, there are several existing residential properties addressed on Clear Creek Street. These residential properties do not have frontage on Highway 119. In order to differentiate the Highway 119 commercial properties from the Clear Creek Street residential properties, two changes are proposed. First, the commercial property addresses along Highway 119 will be addressed to match the existing County four digit numerical addressing system. They will change from the existing addresses numbered between 100 and 900 to the proposed addresses numbered between 7000 and 8000. Second, the name of Highway 119 will also include the name Clear Creek Boulevard. This allows properties on Highway 119 to keep the historic “Clear Creek” reference in their addresses while also differentiating them from Clear Creek Street. The use of “Boulevard” will elevate the Highway as a wider and busier thoroughfare than the residential “Street”. No changes to the addresses of the residential properties on Clear Creek Street are proposed. Changes to State Highway 119 addresses are shown in red on Figure 2: Detail Map A, Figure 3: Detail Map B and Figure 4: Detail Map C and Highway 119 will now be referred to as Clear Creek Boulevard starting at the intersection at Black Hawk Street heading north and west to the City limits.

Chase Street:
Proposed changes to Chase Street addresses include a few additions and clarifications which are shown in purple on Figure 4: Detail Map C.
**Gregory Street:**
Proposed changes to Gregory Street addresses include the addition of a number of addresses needed in relation to the Gregory Street Plaza project currently under construction. In addition, there are a few corrections to addresses that will fix some older out of order addressing. Gregory Street address changes are shown in green on Figure 5: Detail Map D.

**Miners Mesa Road:**
The proposed changes to Miners Mesa Road addresses include the confirmation of a number of existing addresses and the change of two addresses from their existing Transportation Avenue address to a Miners Mesa Road address. The Miners Mesa Road address changes are shown in blue on Figure 6: Detail Map E.

A spreadsheet summarizing all of the proposed address changes is also provided as Figure 7.
Figure 1: City Wide Address Change Map
Figure 6: Detail Map E

Figure 7: Address Change Summary Table

<table>
<thead>
<tr>
<th>Detail Map</th>
<th>Hwy 119/Clear Creek Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Wheeler Mill Site No. 382</td>
<td>No Address</td>
<td>8969 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td>Pump Station</td>
<td>900 Clear Creek Street</td>
<td>8161 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td>Hidden Treasure Trail Head - Public Use</td>
<td>505 Clear Creek Street</td>
<td>8060 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>375 Clear Creek Street</td>
<td>7780 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>345 Clear Creek Street</td>
<td>7768 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>311 Clear Creek Street</td>
<td>7670 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>301 Clear Creek Street</td>
<td>7630 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>Golden Gilpin Mill</td>
<td>7593 Hwy 119</td>
<td>7593 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Current Address</td>
<td>Proposed/Existing Address</td>
<td>Comments</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------</td>
<td>-----------------------</td>
<td>---------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>C</td>
<td>County World - Vacant Property</td>
<td>200 Clear Creek Street</td>
<td>7501 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Fire Station</td>
<td>196 Clear Creek Street</td>
<td>7457 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Residential Parking Area</td>
<td>190 Clear Creek Street</td>
<td>7430 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Mountain Life Park</td>
<td>180 Clear Creek Street</td>
<td>7380 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Post Office</td>
<td>145 Clear Creek Street</td>
<td>7340 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Commercial Building</td>
<td>135/137 Clear Creek Street</td>
<td>7320 Clear Creek Boulevard/Hwy 119 Suite 1A - Lower left Suite 1B - Lower right Suite 2A - Upper left Suite 2B - Upper right</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Fire Department Admin Overflow Parking (Next to Gold Mine Casino)</td>
<td>No Address</td>
<td>7315 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Gold Mine Casino</td>
<td>130 Clear Creek Street</td>
<td>7291 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Gold Mine Casino Parking Lot</td>
<td>120 Clear Creek Street</td>
<td>7261 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
</tbody>
</table>

**Detail Map Chase Street Properties**

<table>
<thead>
<tr>
<th>Code</th>
<th>Chase Street Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Parking Area</td>
<td>No Address</td>
<td>101 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Stroehle Parking</td>
<td>No Address</td>
<td>226 Chase Street</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Residential Parking Area</td>
<td>230 Chase Street</td>
<td>230 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>City Owned Property</td>
<td>500 Chase Street</td>
<td>500 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Maryland Mountain Residential Trailhead</td>
<td>531 Chase Street</td>
<td>531 Chase Street</td>
<td>City Owned</td>
</tr>
</tbody>
</table>

**Detail Map Gregory Street Properties**

<table>
<thead>
<tr>
<th>Code</th>
<th>Gregory Street Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>211/221 Gregory</td>
<td>211/221 Gregory Street</td>
<td>221 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td></td>
<td>Proposed Distillery Site (Next to Crook's)</td>
<td>No Address</td>
<td>250 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td>------------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>D</td>
<td>Livery Lot</td>
<td>251 Gregory Street</td>
<td>251 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>St. Charles Carriage House Parking Garage</td>
<td>260 Gregory Street</td>
<td>270 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Proposed Excelsior Brewery</td>
<td>No Address</td>
<td>301 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>McAfee Buildings</td>
<td>305/311 Gregory Street</td>
<td>311 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Public Restroom</td>
<td>No Address</td>
<td>341 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Fire Display Building</td>
<td>No Address</td>
<td>361 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Mine Display Area (Next to Bobtail Mine)</td>
<td>380 Gregory Street</td>
<td>380 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bobtail Mine</td>
<td>426 Gregory Street</td>
<td>390 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bunkhouse Public Restroom (Relocated)</td>
<td>261 Gregory Street</td>
<td>400 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Briggs Lot / Colvin Tract (Central City)</td>
<td>562 Gregory Street</td>
<td>411 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Gregory Point at Mountain City Elevator</td>
<td>No Address</td>
<td>476 Gregory Street</td>
<td>City Owned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Detail</th>
<th>Miners Mesa Road Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>Public Works Material Storage</td>
<td>821 Miners Mesa Road</td>
<td>821 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Recreational Storage Yard</td>
<td>831 Miners Mesa Road</td>
<td>831 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Garage</td>
<td>901 Miners Mesa Road</td>
<td>None</td>
<td>City Owned - structure to be removed during future road improvements</td>
</tr>
<tr>
<td>E</td>
<td>Emergency Operations Center</td>
<td>911 Miners Mesa Road</td>
<td>911 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Facility</td>
<td>987 Miners Mesa Road</td>
<td>987 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
</tbody>
</table>
REQUEST:
City of Black Hawk staff is requesting the approval of proposed address changes on Highway 119, Chase Street, Gregory Street and Miners Mesa Road as outlined in the tables depicted in Figure 7 of this staff report.

REVIEW:
Staff from Baseline Corporation has evaluated the requested address changes provided by the City of Black Hawk Community Planning and Development. The City of Black Hawk controls addressing and street names within its boundaries in order to provide logical order and to facilitate emergency services’ response to calls. The proposed address changes will assist emergency personnel responders and the general public in more quickly and more easily identifying properties. Adding addresses to areas such as parking lots enables emergency personnel to respond to calls with more certainty of the location. The proposed address changes are logical, in order, and will benefit the health, safety and welfare of the community with better accuracy during emergency situations.

The Gilpin County Assessor’s office maintains property records and the official parcel map for the county. Notification of the address changes, if approved, will be forwarded to the Gilpin County Assessor for the purpose of updating Gilpin County property records and the parcel map.

Most of the properties subject to the proposed address changes are owned by the City of Black Hawk; however there are some privately owned properties and a number of tenants that should be notified of the address changes, should these changes be approved.

The United States Post Office located in Black Hawk delivers mail and maintains Post Office boxes for local property owners and tenants. The USPS should be notified of the address changes, should they be approved.

The City is requesting that the proposed address changes and street naming change go in to effect on January 1, 2021.

In summary, Staff recommends approval of the proposed address changes for State Highway 119, Chase Street, Gregory Street and Miners Mesa Road subject to the following conditions:

1. Notice of the address changes shall be forwarded to the Gilpin County Assessor; and
2. Notice of the address changes shall be forwarded to all privately owned properties and all tenants of City owned properties; and
3. Notice of the address changes shall be forwarded to the United States Post Office located in Black Hawk; and
4. The address and street name changes will go in to effect on January 1, 2021.

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

**MOTION TO APPROVE Resolution No. 62-2020**, a resolution approving the street name change and numerical address changes for State Highway 119, and numerical address changes for properties on Chase Street, Gregory Street and Miners Mesa Road as outlined in Exhibit A - City of Black Hawk Address Changes and the City of Black Hawk Address Change Map dated September 23, 2020 with the following conditions:

1. Notice of the street name and numerical address changes shall be forwarded to the Gilpin County Assessor; and
2. Notice of the street name and numerical address changes shall be forwarded to all privately owned properties and all tenants of City owned properties; and
3. Notice of the street name and numerical address changes shall be forwarded to the United States Post Office located in Black Hawk; and
4. The street name and numerical address changes will go in to effect on January 1, 2021.

**ATTACHMENTS:**
- Exhibit A - City of Black Hawk Address Changes Summary Table
- Exhibit B - City of Black Hawk Address Changes Map dated September 23, 2020
## EXHIBIT A
### CITY OF BLACK HAWK ADDRESS CHANGES
**Effective January 1, 2021**

<table>
<thead>
<tr>
<th>Detail Map</th>
<th>Hwy 119/Clear Creek Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Wheeler Mill Site No. 382</td>
<td>No Address</td>
<td>8969 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td>Pump Station</td>
<td>900 Clear Creek Street</td>
<td>8161 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>A</td>
<td>Hidden Treasure Trail Head - Public Use</td>
<td>505 Clear Creek Street</td>
<td>8060 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>375 Clear Creek Street</td>
<td>7780 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>345 Clear Creek Street</td>
<td>7768 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>311 Clear Creek Street</td>
<td>7670 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>City Owned Property</td>
<td>301 Clear Creek Street</td>
<td>7630 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>B</td>
<td>Golden Gilpin Mill</td>
<td>7593 Hwy 119</td>
<td>7593 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>County World - Vacant Property</td>
<td>200 Clear Creek Street</td>
<td>7501 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Fire Station</td>
<td>496 Clear Creek Street</td>
<td>7457 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Residential Parking Area</td>
<td>490 Clear Creek Street</td>
<td>7430 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Mountain Life Park</td>
<td>480 Clear Creek Street</td>
<td>7380 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Post Office</td>
<td>445 Clear Creek Street</td>
<td>7340 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Commercial Building</td>
<td>135/137 Clear Creek Street</td>
<td>7320 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Fire Department Admin Overflow Parking (Next to Gold Mine Casino)</td>
<td>No Address</td>
<td>7315 Clear Creek Boulevard/Hwy 119</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Gold Mine Casino</td>
<td>430 Clear Creek Street</td>
<td>7291 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Gold Mine Casino Parking Lot</td>
<td>420 Clear Creek Street</td>
<td>7261 Clear Creek Boulevard/Hwy 119</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>Detail Map</td>
<td>Chase Street Properties</td>
<td>Current Address</td>
<td>Proposed/Existing Address</td>
<td>Comments</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------------------------------</td>
<td>-----------------</td>
<td>--------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>C</td>
<td>Parking Area</td>
<td>No Address</td>
<td>101 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Stroehle Parking</td>
<td>No Address</td>
<td>226 Chase Street</td>
<td>Privately Owned</td>
</tr>
<tr>
<td>C</td>
<td>Residential Parking Area</td>
<td>230 Chase Street</td>
<td>230 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>City Owned Property</td>
<td>500 Chase Street</td>
<td>500 Chase Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>C</td>
<td>Maryland Mountain Residential Trailhead</td>
<td>531 Chase Street</td>
<td>531 Chase Street</td>
<td>City Owned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Detail Map</th>
<th>Gregory Street Properties</th>
<th>Current Address</th>
<th>Proposed/Existing Address</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>211/221 Gregory</td>
<td>211/221 Gregory Street</td>
<td>221 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Proposed Distillery Site (Next to Crook's)</td>
<td>No Address</td>
<td>250 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Livery Lot</td>
<td>251 Gregory Street</td>
<td>251 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>St. Charles Carriage House Parking Garage</td>
<td>260 Gregory Street</td>
<td>270 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Proposed Excelsior Brewery</td>
<td>No Address</td>
<td>301 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>McAfee Buildings</td>
<td>305/311 Gregory Street</td>
<td>311 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Public Restroom</td>
<td>No Address</td>
<td>341 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Fire Display Building</td>
<td>No Address</td>
<td>361 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Mine Display Area (Next to Bobtail Mine)</td>
<td>380 Gregory Street</td>
<td>380 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bobtail Mine</td>
<td>426 Gregory Street</td>
<td>390 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Briggs Lot / Colvin Tract (Central City)</td>
<td>562 Gregory Street</td>
<td>411 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Gregory Point at Mountain City Elevator</td>
<td>No Address</td>
<td>476 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>D</td>
<td>Bunkhouse Public Restroom (Relocated)</td>
<td>261 Gregory Street</td>
<td>400 Gregory Street</td>
<td>City Owned</td>
</tr>
<tr>
<td>Detail Map</td>
<td>Miners Mesa Road Properties</td>
<td>Current Address</td>
<td>Proposed/Existing Address</td>
<td>Comments</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------</td>
<td>---------------------</td>
<td>--------------------------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Material Storage</td>
<td>821 Miners Mesa Road</td>
<td>821 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Recreational Storage Yard</td>
<td>831 Miners Mesa Road</td>
<td>831 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Garage</td>
<td>901 Miners Mesa Road</td>
<td>None</td>
<td>City Owned - structure to be removed during future road improvements</td>
</tr>
<tr>
<td>E</td>
<td>Emergency Operations Center</td>
<td>911 Miners Mesa Road</td>
<td>911 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Facility</td>
<td>987 Miners Mesa Road</td>
<td>987 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Maintenance Facility (Bus Barn)</td>
<td>1051 Transportation Avenue</td>
<td>993 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Public Works Sand Shed</td>
<td>1053 Transportation Avenue</td>
<td>995 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Burn Building</td>
<td>999 Miners Mesa Road</td>
<td>999 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
<tr>
<td>E</td>
<td>Miners Mesa Water Tank</td>
<td>1000 Miners Mesa Road</td>
<td>1000 Miners Mesa Road</td>
<td>City Owned</td>
</tr>
</tbody>
</table>
RESOLUTION 63-2020
A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD CONTRACT EXECUTED ON APRIL 8, 2020 BETWEEN THE CITY OF BLACK HAWK AND ROCHE CONSTRUCTORS, INC., ESTABLISHING THE GUARANTEED MAXIMUM PRICE (GMP) OF $269,600 FOR CONSTRUCTION OF THE POLICE STATION 2ND LEVEL RENOVATION PROJECT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 63-2020

TITLE: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD CONTRACT EXECUTED ON APRIL 8, 2020 BETWEEN THE CITY OF BLACK HAWK AND ROCHE CONSTRUCTORS, INC., ESTABLISHING THE GUARANTEED MAXIMUM PRICE (GMP) OF $269,600 FOR CONSTRUCTION OF THE POLICE STATION 2ND LEVEL RENOVATION PROJECT

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

Section 1. The City Council hereby approves Amendment No. 1 to the Design-Build contract executed on April 8, 2020 between the City of Black Hawk and Roche Constructors, Inc., establishing the Guaranteed Maximum Price (GMP) of $269,600 for construction of the Police Station 2nd Level Renovation project, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 23rd day of September, 2020.

__________________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution 63-2020, a Resolution approving Amendment No. 1 to the Design-Build contract for the Police Station 2nd Level Renovation project. Amendment No. 1 would establish the Guaranteed Maximum Price (GMP) for construction of this project.

RECOMMENDATION:
If City Council chooses to approve Resolution 63-2020, the recommended motion is as follows: “Approve Resolution 63-2020, a Resolution approving Amendment No. 1 to the Design-Build Contract executed on April 8, 2020, between the City of Black Hawk and Roche Constructors, Inc., establishing the guaranteed maximum price (GMP) of $269,600 for construction of the Police Station 2nd Level Renovation project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
City Council approved a Design-Build contract with Roche Constructors, Inc. to complete preconstruction services for the Police Station 2nd Level Renovation project on April 8, 2020. While this contract authorized Roche Constructors, Inc. to proceed with preconstruction services, Council was made aware that an Amendment to accept the GMP for construction would be forthcoming.

The GMP, hereby established at $269,600, includes $251,650 as the base price to construct the renovation, an add-alternate of $4,500 to install new carpeting in several areas not directly affected by the renovation project, an add-alternate of $800 to provide an additional two electronic locks for office doors, and preconstruction costs of $12,650 as previously approved by Council.


AGENDA DATE: September 23, 2020

ORIGINATED BY: Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE: Tom Isbester / Matt Reed

PROJECT COMPLETION DATE: January 29, 2021

DOCUMENTS ATTACHED: GMP Amendment No. 1

CITY ATTORNEY REVIEW: [ ]Yes [ X ]No [ ]N/A INITIALS__________

SUBMITTED BY: Reviewed By:

Thomas Isbester, Public Works Director

Stephen N. Cole, City Manager
AMENDMENT NO. 1
ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE

City of Black Hawk Police Station 2nd Floor Renovation
September 23, 2020

This Amendment to the Agreement between the parties signing below shall establish the jointly agreed scope of Work, Schedule, and Guaranteed Maximum Price, in accordance with the terms of the Agreement entitled Design-Builder Agreement, Police Station 2nd Floor Renovation, dated April 8, 2020. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

A.1. SCOPE OF WORK

The scope of Work includes renovation of a portion of the 2nd level of the Police Station located at 221 Church Street, as more specifically identified in the drawings and specifications prepared by Hauser Architects. A description of the Work is included within Exhibit B, which is incorporated herein and attached hereto.

A.2. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price for the scope of Work, including the previously-approved preconstruction fee, is Two Hundred Sixty-Nine Thousand Six Hundred Dollars ($269,600), which is the maximum amount payable for performance of the scope of Work in accordance with the Contract Documents, including this Amendment and its incorporated Exhibit B.

A.3. CONTRACT TIME

The date of Substantial Completion for the scope of Work established by this Amendment is January 29, 2021.
A.4. AUTHORIZATION TO PROCEED

Based on the representations made herein, the Design-Builder is hereby authorized to:

1) Conclude negotiations with bidders, and notify Owner of the intent to award subcontracts in accordance with the Agreement;
2) Commence construction in accordance with the Agreement, pending procurement of required insurance and bonds.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same.

CITY OF BLACK HAWK, COLORADO

By: ________________________________
    David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

_______________________________
Corey Y. Hoffmann, City Attorney

ROCHE CONSTRUCTORS, INC.

By: ________________________________
    ________________________________
    Name: Thomas J. Roche
    Title: President & CEO

STATE OF COLORADO )
) ss.
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 18th day of September, 2020 by Thomas J. Roche, as President & CEO of Roche Constructors, Inc.

My commission expires: 10/23/23

Witness my hand and official seal.

Notary Public
Black Hawk Police Station Renovation Proposal Letter
Black Hawk, CO
Tuesday, September 15, 2020

I. Description of Work
Roche Constructors, Inc., (Roche) is pleased to submit this proposal letter for the Black Hawk Police Station Renovation in Black Hawk, CO. The below pricing reflects all supervision, labor, material, and equipment costs required for completion of all work as detailed in the drawings and specifications by Hauser Architects dated 7/23/20.

II. Cost Summary
Roche agrees to perform all work as detailed in the above mentioned documents for the following costs:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition / Earthwork</td>
<td>$14,520.00</td>
</tr>
<tr>
<td>Steel</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Carpentry</td>
<td>$11,300.00</td>
</tr>
<tr>
<td>Damp / Waterproofing / Caulking</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Insulation / Fireproofing / Firestopping</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Door / Frames / Hardware</td>
<td>$9,709.00</td>
</tr>
<tr>
<td>Drywall / Acoustical</td>
<td>$14,745.00</td>
</tr>
<tr>
<td>Tile / Resilient / Carpet</td>
<td>$12,123.00</td>
</tr>
<tr>
<td>Paint &amp; Wallcovering</td>
<td>$10,963.00</td>
</tr>
<tr>
<td>Specialties</td>
<td>$56,167.00</td>
</tr>
<tr>
<td>Mechanical: Plumbing &amp; HVAC</td>
<td>$24,965.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>$16,978.00</td>
</tr>
</tbody>
</table>

Cost of Work Sub Total:  $178,570.00

General Conditions                                   | $45,653.00 |
Permit and Plan Review Fee                           | $3,499.00  |
Insurance and Builders Risk                          | $2,002.00  |
Payment & Performance Bonds                          | $1,950.00  |
Overhead & Fee                                      | $19,976.00 |

Project Total:                                      $251,650.00

III. Alternates
The below (additive and/or deductive) alternates will affect the Project Total as desired in the following:

Alternate 1: Flooring in Corridors, Offices and Stairs Add $4,500.00
Alternate 2: Include Electronic Locks at 2 Office Doors Add $800.00

V. Clarifications & Assumptions
Construction duration to be 70 Calendar days
(Owner Furnished/Owner Installed scopes include Data, Security, Furnishings)

VI. Exclusions
Removal of hazardous materials, including but not limited to, PCB, asbestos, lead paint removals (if required
Manned site security or surveillance equipment & services
Commissioning of building systems & functions unless otherwise indicated
Fire department radio amplification system

Thank you for allowing us the opportunity to be a part of your team. Please contact us with any questions.

Sincerely,

ROCHE CONSTRUCTORS, INC.

Derek J. Lovato
Project Manager
RESOLUTION 64-2020

A RESOLUTION APPROVING THE PROPOSAL FROM THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA) FOR 2021 PROPERTY CASUALTY COVERAGE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 64-2020

TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA) FOR 2021 PROPERTY CASUALTY COVERAGE

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

Section 1. The City Council hereby approves the proposal from CIRSA for 2021 Property Casualty in the total amount (after credits) of $262,761.97.

RESOLVED AND PASSED this 23\textsuperscript{rd} day of September, 2020.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of the Preliminary 2021 Quote for Renewal for Property Casualty Insurance with Colorado Intergovernmental Risk Sharing Agency (CIRSA).

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 64-2020, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Agency (CIRSA) for 2021 Property Casualty Coverage.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CIRSA presented a preliminary quote of $270,270.47 for the annual renewal of the 2021 Property Casualty Insurance. The impact of loss experience decreased the quote by $3,671.50 bringing the amount of the 2021 Preliminary Quotation down before credits to $266,598.97. The City of Black Hawk actively works to control our losses and this year earned $3,837.00 in Loss Control Credits. This credit will be used to further reduce the 2021 contribution to $262,761.97 which results in a 6.4% increase over 2020 coverage.

The following factors contributed to the increase in the City’s annual contribution:

- Legal climate confronting law enforcement;
- Colorado continues to be classified as a “cat” state, one where catastrophic losses are likely due to wind and hail losses; and
- Expectation that reinsurers will include communicable disease exclusions due to the COVID-19 pandemic.

AGENDA DATE: September 23, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1302-413-5101

DEPARTMENT DIRECTOR APPROVAL: [ X ] Yes [ ] No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [ X ] No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager