REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
July 24, 2019
3:00 p.m.

RINGING OF THE BELL:

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. EXECUTIVE SESSION:

7. APPROVAL OF MINUTES: July 10, 2019

8. PUBLIC HEARINGS:
   A. Local Liquor Authority Consideration of a New Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street
   B. CB15, An Ordinance Approving an Intergovernmental Agreement for the 2019 Special Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder

9. ACTION ITEMS:
   A. Resolution 47-2019, A Resolution Approving Amendment No. 2 to the CMGC Contract Executed on May 22, 2019, Between the City of Black Hawk and Taylor Kohrs LLC, and Therefore Accepting the Guaranteed Maximum Price (GMP) of Not to Exceed $2,599,631.00 Plus 5% City Contingency for Construction of the Hidden Treasure Trailhead Project for a Total of $2,699,631.00
   B. Resolution 48-2019, A Resolution Approving the Supplemental Change Order to the Professional Services Agreement for the Hidden Treasure Trailhead Project for Construction Administration Services with Stolfus and Associates, Inc. in the Amount Not to Exceed $210,283.09

10. CITY MANAGER REPORTS:

11. CITY ATTORNEY:

12. EXECUTIVE SESSION:

13. ADJOURNMENT:

SPECIAL MEETING AGENDA
City of Black Hawk Urban Renewal Authority

1. ROLL CALL:

2. ACTION ITEMS:
   A. Resolution 2019-01, A Resolution Approving the Encroachment Agreement Between the City of Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC

3. ADJOURNMENT:
Alderman Paul Bennett rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, July 10, 2019, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Cole, Police Chief Lloyd, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, and Permit Technician Beecher.

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

3. AGENDA CHANGES: City Clerk Greiner confirmed there were no agenda changes.

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

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

5. PUBLIC COMMENT: City Clerk Greiner confirmed that no one had signed up to speak.

6. APPROVAL OF MINUTES: June 26, 2019
MOTION TO APPROVE  Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve the Minutes as presented.

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

7. PUBLIC HEARINGS:

A. Resolution 44-2019, A Resolution Approving a Certificate of Architectural Compatibility to Allow the Demolition of Non-Historic Structures Located at 500 Chase Street

Mayor Spellman read the title and opened the public hearing.

Permit Technician Beecher introduced this item and explained that these structures are non-historic and are not contributing structures as per the National Historic Landmark District or the National Register of Historic Preservation. Staff is requesting approval.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 44-2019, a Resolution approving a Certificate of Architectural Compatibility to allow the demolition of non-historic structures located at 500 Chase Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinances to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearings closed.

MOTION TO APPROVE  Alderman Bennett MOVED and was SECONDED by Alderman Moates to approve Resolution 44-2019, a Resolution approving a Certificate of Architectural Compatibility to allow the demolition of non-historic structures located at 500 Chase Street.

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

8. ACTION ITEMS:

A. Resolution 45-2019, A Resolution Approving the Purchase of a Light Rescue Fire Apparatus from Super Vacuum Manufacturing Company in the Amount of $180,208.00 with a Cab and Chassis Prepayment of $52,221.00

Mayor Spellman read the title.

Fire Chief Woolley introduced this item and explained the need for this light rescue truck in order to improve response time and to be able to access smaller locations, such as parking garage structures and limited
access roads, and the research that went into making this decision. He said that 76% of the Fire Department calls are EMS related and this vehicle will be the primary response unit, and for the remaining Fire calls that come through, this vehicle will complement the other suppression response engines used. He has determined this will reduce operational expenses by keeping the engines ready to go for Fire calls.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 45-2019, a Resolution approving the purchase of a Light Rescue Fire Apparatus from Super Vacuum Manufacturing Company in the amount of $180,208.00 with a cab and chassis prepayment of $52,221.00.

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

**B. Resolution 46-2019, A Resolution Approving Amendment No. 1 to the Construction Manager/General Contractor Contract Executed on February 27, 2019, between the City of Black Hawk and Roche Constructors, Inc., Establishing the Phase 1 Guaranteed Maximum Price (GMP) of $883,152.00 for Construction of Selected Portions of the Gregory Street Phase 2 Project**

Mayor Spellman read the title.

Senior Engineer Reed came before Council to request this first amendment to the contract for the Gregory Street Phase 2 project, which was approved in February. He said two critical design pieces were identified that must happen before the historic structures can be renovated. The McAfee, Woodbury, and Norton structures located at 305/311, 321, and 351 Gregory Street must be moved off of their foundations, and the drainage flume needs to be reconstructed; this amendment would only procure the materials needed for the reconstruction of the flume, not the construction of it. He said design work is not complete, but this amendment would allow a portion of the work to begin while the rest of the design is finalized, and he will come before Council at a later date to request approval of Amendment No. 2 that would authorize further portions of the project. As for the schedule, if approved, the structures would be relocated in August/September; the flume reconstruction will take months, once that approval is given.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 46-2019, a Resolution approving Amendment No. 1 to the Construction Manager/General Contractor Contract executed on February 27, 2019, between the City of Black Hawk and Roche Constructors, Inc., establishing the Phase 1 Guaranteed
Maximum Price (GMP) of $883,152.00 for construction of selected portions of the Gregory Street Phase 2 Project.

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

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

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

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 only for Executive Session, and the specific legal issues both relate to the Growth IGA and potential legislation.

Before a motion was made to go into Executive Session, Mayor Spellman wanted to point out the new banners for all the pedestrian light poles, which were fashioned after vignettes of stock certificates from mining companies here in Black Hawk from 1860-1870s. He said he collects the certificates and the original artwork went to an illustrator, then to a graphic artist, before being sent to the banner company. He said it was a great project and very distinctive to Black Hawk using original artwork drawing on the mining history, and the phrase play on mining phrases, which are just as relative today with the casinos. He believes Black Hawk is very unique in being able to create these banners and wanted to recognize and thank Melissa Greiner for all her hard work on this project, as well as other projects such as the seal, the plaque and the new clock tower for the plaza.

On that note, Alderman Bennett expressed how wonderful the fireworks were this year and that they went for a total of 36 minutes!

MOTION TO ADJOURN INTO EXECUTIVE SESSION Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:15 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 4:05 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 4:05 p.m.

____________________________
Melissa A. Greiner, CMC
City Clerk

____________________________
David D. Spellman
Mayor
Local Liquor Authority
Consideration of a New Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street
SUBJECT: Local Liquor Authority Public Hearing for a Change of Class to Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC located at 401 Main Street, Black Hawk, Colorado.

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

MOTION TO APPROVE the request for a Change of Class to Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC, located at 401 Main Street, Black Hawk, Colorado

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On May 24, 2019, the City Clerk’s office received an application for a Change of Class Liquor License for Isle of Capri from a Retail Gaming Tavern License to a Hotel and Restaurant License (processed as a new application) in order to furnish and deliver complimentary alcoholic beverages in sealed containers for the convenience of its guests (C.R.S. §44-3-413(4)(a); and potentially conduct room service.

On June 3, 2019, the application was deemed complete by City Clerk staff.

On June 12, 2019, the Local Liquor Authority reviewed the application and set the boundaries of the neighborhood and set the date of July 24, 2019 for the public hearing providing the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

On July 11, 2019, the public notice was published in the Weekly Register Call and posted on the property.

On July 15, 2019, the petitioner submitted documentation supporting the facts and evidence required for the Public Hearing.

Per Ordinance 2015-6, Sec. 6-24, as amended, the Local Liquor Authority shall consider the following:

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

AGENDA DATE: July 24, 2019

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk
DOCUMENTS ATTACHED: Public Hearing notice, redacted application, petitions, and reasonable requirements

RECORD: [ ] Yes [ X ] No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC, City Clerk

Stephen N. Cole, City Manager
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, shall hold a public hearing concerning a new Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk located at 401 Main Street Black Hawk, CO 80422. The date the completed application was received by the City Clerk’s office was June 3, 2019. Thomas R. Reeg and Anthony L. Carano are the Managers of the LLC, located at 401 Main Street, Black Hawk, CO 80422.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, July 24, 2019 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk
**Colorado Liquor Retail License Application**

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

1. Applicant is applying as a/an
   - Individual
   - Limited Liability Company
   - Corporation
   - Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC: Isle of Capri Black Hawk, L.L.C.

2a. Trade Name of Establishment (DBA)
   Isle Casino Hotel Black Hawk

2b. State Sales Tax Number
   01432448-0001

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
   401 Main St.
   City: Black Hawk
   County: Gilpin
   State: CO
   ZIP Code: 80422

4. Mailing Address (Number and Street)
   401 Main St.
   City or Town: Black Hawk
   State: CO
   ZIP Code: 80422

5. Email Address
   jhendricks@eldoradoresorts.com

6. If the premises currently has a liquor or beer license, you must answer the following questions:

<table>
<thead>
<tr>
<th>Present Trade Name of Establishment (DBA)</th>
<th>Present State License Number</th>
<th>Present Class of License</th>
<th>Present Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle Casino Hotel Black Hawk</td>
<td>14-32448-0001</td>
<td>Retail Gaming Tavern</td>
<td>3/4/2020</td>
</tr>
</tbody>
</table>

**Section A**

<table>
<thead>
<tr>
<th>Nonrefundable Application Fees</th>
<th>$550.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee for New License</td>
<td></td>
</tr>
<tr>
<td>Application Fee for New License w/Concurrent Review</td>
<td>$650.00</td>
</tr>
<tr>
<td>Application Fee for Transfer</td>
<td>$550.00</td>
</tr>
</tbody>
</table>

**Section B**

<table>
<thead>
<tr>
<th>Liquor License Fees</th>
<th>$500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging &amp; Entertainment - L&amp;E (City)</td>
<td></td>
</tr>
<tr>
<td>Manager Registration - H &amp; R</td>
<td></td>
</tr>
<tr>
<td>Manager Registration - Restaurant</td>
<td></td>
</tr>
<tr>
<td>Manager Registration - Lodging &amp; Entertainment</td>
<td></td>
</tr>
<tr>
<td>Manager Registration - Campus Liquor Complex</td>
<td></td>
</tr>
<tr>
<td>Add Optional Premises to H &amp; R</td>
<td>$100.00 X</td>
</tr>
<tr>
<td>Add Related Facility to Resort Complex</td>
<td>$75.00 X</td>
</tr>
</tbody>
</table>

**Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

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

<table>
<thead>
<tr>
<th>Liability Information</th>
<th>License Account Number</th>
<th>Liability Date</th>
<th>License Issued Through (Expiration Date)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

<table>
<thead>
<tr>
<th>Items submitted, please check all appropriate boxes completed or documents submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Applicant information</td>
</tr>
<tr>
<td>□ A. Applicant/Licensee identified</td>
</tr>
<tr>
<td>□ B. State sales tax license number listed or applied for at time of application</td>
</tr>
<tr>
<td>□ C. License type or other transaction identified</td>
</tr>
<tr>
<td>□ D. Return originals to local authority</td>
</tr>
<tr>
<td>□ E. Additional information may be required by the local licensing authority</td>
</tr>
<tr>
<td>□ F. All sections of the application need to be completed</td>
</tr>
<tr>
<td>II. Diagram of the premises</td>
</tr>
<tr>
<td>□ A. No larger than 8 1/2&quot; X 11&quot;</td>
</tr>
<tr>
<td>□ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</td>
</tr>
<tr>
<td>□ C. Separate diagram for each floor (if multiple levels)</td>
</tr>
<tr>
<td>□ D. Kitchen - identified if Hotel and Restaurant</td>
</tr>
<tr>
<td>□ E. Bold/Outlined Licensed Premises</td>
</tr>
<tr>
<td>III. Proof of property possession (One Year Needed)</td>
</tr>
<tr>
<td>□ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk</td>
</tr>
<tr>
<td>□ B. Lease in the name of the applicant (or) (matching question #2)</td>
</tr>
<tr>
<td>□ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant</td>
</tr>
<tr>
<td>□ D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</td>
</tr>
<tr>
<td>IV. Background information and financial documents</td>
</tr>
<tr>
<td>□ A. Individual History Records(s) (Form DR 8404-I)</td>
</tr>
<tr>
<td>□ B. Fingerprint taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. The Vendors are as follows:</td>
</tr>
<tr>
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<tr>
<td>□ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license</td>
</tr>
<tr>
<td>□ D. List of all notes and loans (Copies to also be attached)</td>
</tr>
<tr>
<td>V. Sole proprietor/husband and wife partnership (if applicable)</td>
</tr>
<tr>
<td>□ A. Form DR 4679</td>
</tr>
<tr>
<td>□ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant</td>
</tr>
<tr>
<td>VI. Corporate applicant information (if applicable)</td>
</tr>
<tr>
<td>□ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office</td>
</tr>
<tr>
<td>□ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>□ C. Certificate of Authorization if foreign corporation</td>
</tr>
<tr>
<td>□ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)</td>
</tr>
<tr>
<td>VII. Partnership applicant information (if applicable)</td>
</tr>
<tr>
<td>□ A. Partnership Agreement (general or limited). Not needed if husband and wife</td>
</tr>
<tr>
<td>□ B. Certificate of Good Standing (If formed after 2009)</td>
</tr>
<tr>
<td>VIII. Limited Liability Company applicant information (if applicable)</td>
</tr>
<tr>
<td>□ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)</td>
</tr>
<tr>
<td>□ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>□ C. Copy of operating agreement</td>
</tr>
<tr>
<td>□ D. Certificate of Authority if foreign company</td>
</tr>
<tr>
<td>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</td>
</tr>
<tr>
<td>□ A. $75.00 fee</td>
</tr>
<tr>
<td>□ B. Individual History Record (DR 8404-I)</td>
</tr>
<tr>
<td>□ C. If owner is managing, no fee required</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Isle of Capri Black Hawk, L.L.C.</td>
</tr>
</tbody>
</table>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?  
   ☑ Yes ☐ No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):  
   (a) Been denied an alcohol beverage license? ☑ Yes ☐ No  
   (b) Had an alcohol beverage license suspended or revoked? ☑ Yes ☐ No  
   (c) Had interest in another entity that had an alcohol beverage license suspended or revoked? ☑ Yes ☐ No

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

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☑ Yes ☐ No

10. Are the premises to be licensed within 500 feet of, any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☑ Yes ☒ No or Waiver by local ordinance? ☑ Yes ☐ No

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (> ) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☑ Yes ☑ No  

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (< ) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☑ Yes ☑ No  

13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☑ Yes ☐ No

13b. Are you a Colorado resident? ☑ Yes ☐ No

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. ☑ Yes ☐ No  

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☑ Yes ☐ No  
   ☑ Ownership ☑ Lease ☐ Other (Explain in detail)

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

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Date of Birth</th>
<th>FEIN or SSN</th>
<th>Interest/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:  
   Has a local ordinance or resolution authorizing optional premises been adopted? ☑ Yes ☐ No  
   Number of additional Optional Premise areas requested. (See license fee chart) N/A

18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:  
   (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☑ Yes ☐ No  
   If "yes" a copy of license must be attached. N/A

19. Club Liquor License applicants answer the following:  
   Attach a copy of applicable documentation N/A  
   (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☑ Yes ☐ No  
   (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☑ No  
   (c) How long has the club been incorporated? ☑ Yes ☐ No  
   (d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☑ Yes ☐ No

20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:  
   (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached). N/A

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

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:  
   Has a local ordinance or resolution authorizing optional premises been adopted? N/A ☑ Yes ☐ No  
   Number of additional Optional Premise areas requested. (See license fee chart) N/A

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   (c) How long has the club been incorporated? ☑ Yes ☐ No  
   (d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☑ Yes ☐ No

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<table>
<thead>
<tr>
<th>Name</th>
<th>Type of License</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle of Capri Black Hawk, L.L.C.</td>
<td>N/A</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

21. Campus Liquor Complex applicants answer the following:
   (a) Is the applicant an institution of higher education? [ ] Yes [ ] No
   (b) Is the applicant a person who contracts with the institution of higher education to provide food services?
       If "yes" please provide a copy of the contract with the institution of higher education to provide food services.
       [ ] Yes [ ] No

22. For all on-premises applicants:
   a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
   - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.
   b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application
   - DR 8000 and fingerprints.

23. Last Name of Manager
    Eisenhauer
    First Name of Manager
    James
    Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? [ ] Yes [ ] No

24. Related Facility - Campus Liquor Complex applicants answer the following:
   a. Is the related facility located within the boundaries of the Campus Liquor Complex?
      If yes, please provide a map of the geographical location within the Campus Liquor Complex.
      If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
   b. Designated Manager for Related Facility - Campus Liquor Complex

25. Last Name of Manager
    First Name of Manager
    Tax Distrait Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LCC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distrait issued to them by the Colorado Department of Revenue?
    [ ] Yes [ ] No
    If yes, provide an explanation and include copies of any payment agreements.

26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>DOB</th>
<th>Position</th>
<th>%Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSC/Blackhawk, Inc.</td>
<td>N/A</td>
<td></td>
<td>Owner</td>
<td>100%</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>%Owned</td>
</tr>
<tr>
<td>Please see attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>%Owned</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>%Owned</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>%Owned</td>
</tr>
<tr>
<td>Name</td>
<td>Home Address, City &amp; State</td>
<td>DOB</td>
<td>Position</td>
<td>%Owned</td>
</tr>
</tbody>
</table>

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

[ ] Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of License</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle of Capri Black Hawk, L.L.C.</td>
<td>N/A</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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

Authorized Signature
Printed Name and Title
Thomas R. Reeg, Manager
Date

Report and Approval of Local Licensing Authority (City/County)
Date application filed with local authority
Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:
- □ Fingerprinted
- □ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)
- □ Date of inspection or anticipated date
- □ Will conduct inspection upon approval of state licensing authority

- □ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?
- □ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

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

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

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

<table>
<thead>
<tr>
<th>Local Licensing Authority for</th>
<th>Telephone Number</th>
<th>□ Town, City</th>
<th>□ County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Print</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Signature</td>
<td>Print</td>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>
Attachment to DR8404

for

Isle of Capri Black Hawk LLC d/b/a Isle Casino Hotel Black Hawk

**Question 14:**

Isle of Capri Black Hawk LLC has ownership in:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Type</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle of Capri Black Hawk LLC d/b/a Isle Casino Hotel Black Hawk</td>
<td>401 Main Street, Black Hawk, CO 80422</td>
<td>Retail Gaming Tavern, LLC (City)</td>
<td>14-32448-0001</td>
</tr>
<tr>
<td>Isle of Capri Black Hawk LLC d/b/a Lady Luck Hotel &amp; Parking Garage</td>
<td>333 Main Street, Black Hawk, CO 80422</td>
<td>Hotel &amp; Restaurant (City)</td>
<td>03-00732</td>
</tr>
</tbody>
</table>

CCSC/Blackhawk, Inc. has ownership in:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Type</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle of Capri Black Hawk LLC d/b/a Isle Casino Hotel Black Hawk</td>
<td>401 Main Street, Black Hawk, CO 80422</td>
<td>Retail Gaming Tavern, LLC (City)</td>
<td>14-32448-0001</td>
</tr>
<tr>
<td>Isle of Capri Black Hawk LLC d/b/a Lady Luck Hotel &amp; Parking Garage</td>
<td>333 Main Street, Black Hawk, CO 80422</td>
<td>Hotel &amp; Restaurant (City)</td>
<td>03-00732</td>
</tr>
<tr>
<td>CCSC/Blackhawk, Inc. d/b/a Lady Luck Casino Black Hawk</td>
<td>340 Main Street, Black Hawk, CO 80422</td>
<td>Retail Gaming Tavern (City)</td>
<td>40-88168-0000</td>
</tr>
</tbody>
</table>

**Question 23:**

Manager:

James Eisenhauer is currently the Manager at Isle of Capri Black Hawk, LLC d/b/a Isle Casino Hotel Black Hawk which currently holds a Retail Gaming Tavern License. This license will be surrendered at the issuance of the new Hotel and Restaurant License.
**Question 26:**

Isle of Capri Black Hawk LLC

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address</th>
<th>DOB</th>
<th>Position</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSC/Blackhawk, Inc.</td>
<td>N/A</td>
<td></td>
<td>Sole Member</td>
<td>100%</td>
</tr>
<tr>
<td>Thomas Reeg</td>
<td></td>
<td></td>
<td>Manager</td>
<td>0%</td>
</tr>
<tr>
<td>Anthony L Carano</td>
<td></td>
<td></td>
<td>Manager</td>
<td>0%</td>
</tr>
</tbody>
</table>

CCSC/Black Hawk, Inc.

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address</th>
<th>DOB</th>
<th>Position</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>IC Holdings Colorado, Inc.</td>
<td>N/A</td>
<td></td>
<td>Sole Shareholder</td>
<td>100%</td>
</tr>
<tr>
<td>Thomas Reeg</td>
<td></td>
<td></td>
<td>Director</td>
<td>0%</td>
</tr>
<tr>
<td>Anthony L Carano</td>
<td></td>
<td></td>
<td>Director</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Organization Chart:**

```
                 Eldorado Resort, Inc.  
                      (Publicly Traded Company)  
                             "ERI"  
                                  100%  
                                    ↓  
                               Isle of Capri Casinos LLC  
                                                    100%  
                                                      ↓  
                                     Black Hawk Holdings, L.L.C.  
                                                        100%  
                                                          ↓  
                                      IC Holdings Colorado, Inc.  
                                                              100%  
                                                                ↓  
                                               CCSC/Blackhawk, Inc.  
                                                                     100%  
                                                                       ↓  
                                      Isle of Capri Black Hawk, L.L.C.  
                                          (Licensee)  
```
Individual History Record

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

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

<table>
<thead>
<tr>
<th>1. Name of Business:</th>
<th>Isle of Capri Black Hawk, L.L.C. dba/ie, Hawk</th>
<th>Home Phone Number</th>
<th>Cellular Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Your Full Name (last, first, middle)</td>
<td>Carano, Anthony Louis</td>
<td>3. List any other names you have used</td>
<td>None</td>
</tr>
<tr>
<td>4. Mailing address (if different from residence)</td>
<td></td>
<td>Email Address</td>
<td><a href="mailto:carano@eldoradosresorts.com">carano@eldoradosresorts.com</a></td>
</tr>
<tr>
<td>5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)</td>
<td></td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>Street and Number</td>
<td>City, State, Zip</td>
<td>04/01/13</td>
<td>Present</td>
</tr>
<tr>
<td>Current</td>
<td></td>
<td>01/01/13</td>
<td>04/01/13</td>
</tr>
<tr>
<td>Previous</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. List all employment within the last five years, include any self-employment. (Attach separate sheet if necessary)</td>
<td></td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>Name of Employer or Business</td>
<td>Address (Street, Number, City, State, Zip)</td>
<td>Position Held</td>
<td>05/30/17</td>
</tr>
<tr>
<td>Eldorado Resorts, Inc.</td>
<td>100 W. Liberty St., #1150, Reno, NV 89501</td>
<td>COO</td>
<td></td>
</tr>
<tr>
<td>Eldorado Resorts, Inc.</td>
<td>100 W. Liberty St., #1150, Reno, NV 89501</td>
<td>Ex. VP, Sec.</td>
<td>09/01/14</td>
</tr>
<tr>
<td>McDonald Carano LLC</td>
<td>100 W. Liberty St., 10th Fl., Reno, NV 89501</td>
<td>Lawyer</td>
<td>08/01/10</td>
</tr>
<tr>
<td>7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Relative</td>
<td>Relationship to You</td>
<td>Position Held</td>
<td>Name of Licensee</td>
</tr>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

☐ Yes ☐ No

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

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

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) □ Yes □ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) □ Yes □ No

---

**Personal and Financial Information**

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

<table>
<thead>
<tr>
<th>a. Date of Birth</th>
<th>b. Social Security Number</th>
<th>c. Place of Birth</th>
<th>d. U.S. Citizen □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**e. If Naturalized, state where: □ Yes □ No**

<table>
<thead>
<tr>
<th>f. Naturalization Certificate Number</th>
<th>g. Date of Certification</th>
<th>h. If Alien, Give Alien's Registration Card Number</th>
<th>i. Permanent Residence Card Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**14. Financial Information.**

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other: $ 0.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid: $ 0.00

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

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

<p>| d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed) |</p>
<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Loans</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| e. Loan Information (Attach copies of all notes or loans) |</p>
<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Address</th>
<th>Term</th>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Oath of Applicant**

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

Authorized Signature: [Signature]

Print Signature: Anthony L. Carano

Title: COO

Date: 9/14/17
### Individual History Record

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

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

1. **Name of Business**
   - Isle of Capri Black Hawk, LLC

2. **Your Full Name (last, first, middle)**
   - Reeg, Thomas Robert

3. **List any other names you have used**
   - N/A

4. **Mailing address (if different from residence)**
   - Email Address: treeg@eldoradosorts.com

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

<table>
<thead>
<tr>
<th>Street and Number</th>
<th>City, State, Zip</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>11/01/02</td>
<td>Present</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Employer or Business</th>
<th>Address (Street, Number, City, State, Zip)</th>
<th>Position Held</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eldorado Resorts, Inc.</td>
<td>100 W. Liberty St., #1150, Reno, NV 89501</td>
<td>Pres. &amp; CFO</td>
<td>09/01/14</td>
<td>Present</td>
</tr>
<tr>
<td>Eldorado Resorts, LLC</td>
<td>345 No. Virginia St., Reno, NV 89501</td>
<td>Sr. VP-Dev.</td>
<td>01/01/11</td>
<td>09/01/14</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Relative</th>
<th>Relationship to You</th>
<th>Position Held</th>
<th>Name of Licensee</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

   - Yes [☐]  No [☒]

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

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

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  □ Yes  □ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  □ Yes  □ No

**Personal and Financial Information**

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

<table>
<thead>
<tr>
<th>a. Date of Birth</th>
<th>b. Social Security Number</th>
<th>c. Place of Birth</th>
<th>d. U.S. Citizen</th>
<th>e. If Naturalized, state where</th>
<th>f. When</th>
<th>g. Name of District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>h. Naturalization Certificate Number</th>
<th>i. Date of Certification</th>
<th>j. If an Alien, Give Alien's Registration Card Number</th>
<th>k. Permanent Residence Card Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>l. Height</th>
<th>m. Weight</th>
<th>n. Hair Color</th>
<th>o. Eye Color</th>
<th>p. Gender</th>
<th>q. Race</th>
<th>r. Driver's License</th>
<th>s. If so, give number and state</th>
</tr>
</thead>
<tbody>
<tr>
<td>6'4&quot;</td>
<td>225</td>
<td>Brown</td>
<td>Green</td>
<td>Male</td>
<td>Cauc.</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**14. Financial Information.**

- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ 0.00

- b. List the total amount of the personal investment made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ 0.00

  * If corporate investment only please skip to and complete section (d)

  ** Section b should reflect the total of sections c and d

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

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Loans</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>e. Loan information (Attach copies of all notes or loans)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Lender:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Term:</td>
</tr>
<tr>
<td>Security:</td>
</tr>
<tr>
<td>Amount:</td>
</tr>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

**Oath of Applicant**

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

**Authorized Signature:**

/ Thomas R. Raeg /

Print Signature: Thomas R. Raeg
Title: President
Date: 10-30-17
**Individual History Record**

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

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

<table>
<thead>
<tr>
<th>1. Name of Business</th>
<th>Isle Casino Hotel Black Hawk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Cellular Number</td>
<td></td>
</tr>
<tr>
<td>2. Your Full Name (last, first, middle)</td>
<td>Eisenhauer, James Raymond</td>
</tr>
<tr>
<td>3. List any other names you have used</td>
<td></td>
</tr>
<tr>
<td>4. Mailing address (if different from residence)</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:James.eisenhauer@islecors.com">James.eisenhauer@islecors.com</a></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Current</th>
<th>City, State, Zip</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/24/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous</td>
<td></td>
<td>02/01/09</td>
<td>10/24/14</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Employer or Business</th>
<th>Address (Street, Number, City, State, Zip)</th>
<th>Position Held</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle Casino Hotel Black Hawk</td>
<td>401 Main St, Black Hawk, CO</td>
<td>General Manager</td>
<td>12/05</td>
<td>Present</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Relative</th>
<th>Relationship to You</th>
<th>Position Held</th>
<th>Name of Licensee</th>
</tr>
</thead>
</table>

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

- Yes [ ]
- No [ ]

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

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

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☑ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☑ No

Personal and Financial Information

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

13a. Date of Birth 1b. Social Security Number 1c. Place of Birth 1d. U.S. Citizen ☑ Yes ☐ No

e. If Naturalized, state where 1f. When 1g. Name of District Court

h. Naturalization Certificate Number 1i. Date of Certification 1j. If Alien, Give Alien's Registration Card Number 1k. Permanent Resident Card Number

14. Financial Information.

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

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

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

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

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
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<tr>
<td></td>
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d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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


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

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Address</th>
<th>Term</th>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Oath of Applicant

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

Authorized Signature

Print Signature

Title

Date

James Eisenhauer
Director of Marketing

6/13/18

23 of 167
2nd Floor Poker Room - Rest of floor Vaulted Ceiling from Main Level
*Dishwasher in Kitchen A
More Information

Gilpin County Assessor Data Site
Anne Schaefer, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) 303 585-1798 | aschaefer@gilpincounty.org

Additional Search Options:

Search Results

Account | Parcel | Owner Name | Property Address
---|---|---|---
RO03797 | 183307401030 | ISLE OF CAPRI BLACK HAWK LLC | 401 MAIN ST, BLACK HAWK
R010990 | 183307401031 | ISLE OF CAPRI CASINO INC | 401 MAIN ST, BLACK HAWK

Two accounts were returned

Print Property Report  GIS Map

Account: RO03797
Parcel: 183307401030
Owner Name: ISLE OF CAPRI BLACK HAWK LLC
Owner Address: ATTN: PROP TAX SERV CO
PO BOX 543185, DALLAS, TX, 752343185
Property Address: 401 MAIN ST, BLACK HAWK
Tax Area: 057-Mill Levy:27.701
Subdivision: BLACK HAWK

Sales Information

Other Property Sales

Taxable Values History

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Actual</th>
<th>Imp Actual</th>
<th>Total Actual</th>
<th>Land Assessed</th>
<th>Imp Assessed</th>
<th>Total Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>11,978,600</td>
<td>84,935,590</td>
<td>96,914,190</td>
<td>3,473,790</td>
<td>24,631,320</td>
<td>28,105,110</td>
</tr>
<tr>
<td>2018</td>
<td>11,682,400</td>
<td>83,384,160</td>
<td>95,066,560</td>
<td>3,387,500</td>
<td>24,181,400</td>
<td>27,569,300</td>
</tr>
</tbody>
</table>

gilpin.infoenvoy.com

38 of 167 1/3
5/21/2019

Gilpin County Assessor Data Site

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>11,682,400</th>
<th>83,384,160</th>
<th>95,066,560</th>
<th>3,387,900</th>
<th>24,181,400</th>
<th>27,569,300</th>
</tr>
</thead>
</table>

**Tax History**

**Property Details**

**Models**

- **COMM**
  - Occurrence 1
  - Occurrence 2
  - Occurrence 3

- **LAND**
  - Occurrence 1
  - Occurrence 2

- **XFOB**
  - Occurrence 1
  - Occurrence 2
  - Occurrence 3

**Property Images**
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 14th day of August, 1997, is between ROMAN ENTERTAINMENT CORPORATION OF COLORADO, a Colorado corporation ("Grantor"), and ISLE OF CAPRI BLACK HAWK, L.L.C., a Colorado limited liability company ("Grantee"), whose legal address is 711 Washington Loup, Biloxi, Mississippi 39530.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and its heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Gilpin, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference

also known by street and number as: Vacant Land.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, and its heirs, successors and assigns forever. The Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed on the day and year first above written.

ROMAN ENTERTAINMENT CORPORATION
OF COLORADO, a Colorado corporation

By: ____________________________

David A. Mitchell, Vice President

- Page 1 of Four -
STATE OF NEVADA  
COUNTY OF CLARK  

The foregoing instrument was acknowledged before me this 14th day of August, 1997, by David A. Mitchell, as Vice President of Roman Entertainment Corporation of Colorado, on behalf of the corporation.

WITNESS my hand and official seal.

(SEAL)

My Commission expires:

NANCY K. LEE
Notary Public - Nevada
My appointment Apr. 25, 2000
No. 92-00331
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 1997 and subsequent years, a lien not yet due and payable.

2. Any water rights or claims or title to water in, on or under the land.

3. Reservation of rights of way for streets, alleys and roads and for water pipes, as reserved in Deed recorded in Book 206 at Page 218.

4. Any right, claim, or interest in or to Lots 12, 13, and 14, Block 51, City of Black Hawk of any person claiming by, through, or under Lemuel N. Bradley and/or James B. Bradley.

5. Any right, claim, or interest in or to Lots 16 and 17, Block 51, City of Black Hawk of any person or entity claiming by, through, or under E. M. Baldwin.

6. Any right, claim, or interest in or to Lots 16, 17, 18, 19, 20, or 21, Block 51, City of Black Hawk, of any person or entity claiming by, through, or under R. Milton Cornelius and/or Frank Weaver and/or Henry J. Calvird.

7. Terms, agreements, provisions, conditions and obligations as contained in Boundary Agreement recorded November 2, 1995, in Book 589 at Page 240.

8. Easement and Right of Way for Main Street purposes as reserved by instrument recorded February 2, 1981, in Book 334 at Page 353.

9. Terms, agreements, provisions, conditions and obligations as contained in Boundary Agreement by and between Byron C. Weaver and the City of Black Hawk recorded August 9, 1993, in Book 546 at Page 98.
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 26th day of August, 1997, is between BLACKHAWK GOLD, LTD., a Colorado corporation ("Grantor"), and ISLE OF CAPRI BLACK HAWK, L.L.C., a Colorado limited liability company ("Grantee"), whose legal address is 711 Washington Loop, Biloxi, Mississippi 39530.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and its heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Gilpin, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference

also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversionary, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, and its heirs, successors and assigns forever. The Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, and, through or under the Grantor, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

GILPIN COUNTY
State Documentary Fee
$790.00
IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed on the day and year first above written.

BLACKHAWK GOLD, LTD., a Colorado corporation

By: [Signature]
H. Thomas Winn, President

STATE OF Texas )
COUNTY OF Hall ) ss.

The foregoing instrument was acknowledged before me this 12th day of August, 1997, by H. Thomas Winn, as President of Blackhawk Gold, Ltd., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

(SEAL)

My Commission expires: 9-18-99

[Seal]

PAULINA HERNANDEZ
Notary Public for the State of Texas

69043 06/20/1997 11:00A 8624 P368 Gilpin Co.
2 of 5 R 28.00 D 700.00 Judith A. Dernbrock
EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

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

Beginning at a point on the Southerly line of Block 51, City of Black Hawk, from whence Triangulation Station No. 7 bears N 72°38'36" W a distance of 6006.87 feet; thence S 62°03'00" E a distance of 69.21 feet; thence S 78°52'00" E a distance of 41.23 feet; thence S 78°52'00" E a distance of 695.05 feet; thence N 83°38'00" E a distance of 151.66 feet; thence S 73°45'00" W a distance of 143.20 feet; thence S 14°25'00" E a distance of 150.10 feet; thence S 73°45'00" W a distance of 228.64 feet; thence N 78°52'00" W a distance of 326.18 feet; thence S 73°45'00" W a distance of 400 feet; thence N 18°06'46" E a distance of 328.65 feet; thence N 68°28'58" W a distance of 85.12 feet; thence N 30°32'16" E a distance of 130.71 feet to the Point of Beginning, TOGETHER WITH Lots 5, 6, 7, and 8, Block 51, City of Black Hawk, County of Gilpin, State of Colorado.

PARCEL E1

A parcel of land in Section 7, Township 3 South, Range 72 West of the 6th Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado, being a part of Main Street, City of Black Hawk, more particularly described as follows:

Beginning at a point on the Southerly right of way of Main Street and the Northwest Corner of Lot 5, Block 51, City of Black Hawk, from whence Triangulation Station No. 7 bears N 73°29'55" W a distance of 6105.74 feet; thence N 50°05'15" E a distance of 21.21 feet; thence S 78°54'45" E a distance of 145.00 feet; thence S 11°05'15" W a distance of 15.00 feet; thence N 78°54'45" W a distance of 160.00 feet to the Point of Beginning.
EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 1997 and subsequent years, a lien not yet due and payable.

2. Any water rights or claims or title to water in, on or under the land.

3. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof, including, but not limited to reservations contained in the patents to the City of Black Hawk, recorded May 13, 1874 in Book 56 at Page 355 and July 21, 1877 in Book 62 at Page 456, as follows: "Providing that no title shall be hereby acquired to any mine of gold, silver, cinnaabar or copper or to any valid mining claim or possession held under existing laws."

4. Reservations of (1) right of a proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for ditches or canals constructed by authority of United States, in U.S. patent recorded in Gilpin County in Book 319 at Page 278.

5. Terms, agreements, provisions, conditions and obligations as contained in quit claim deed recorded May 15, 1995, in Book 580 at Page 394.


7. Terms, agreements, provisions, conditions and obligations as contained in Resolution recorded December 15, 1964, in Book 248 at page 443.

8. Possessory rights of others in or to that portion of the subject property near Corner No. 1 of Stevens Lode, as disclosed by presence of trailer and dumpster, which items are referred to in Note No. 6 of ALTA/ACSM survey prepared by Clear Mountain Surveying, Job No. K109300B, dated June 19, 1996. Note: Such note is not included on revision of survey dated June 21, 1996.

9. Reservation of right of a proprietor of any penetrating vein or lode to extract his ore, as reserved in United States Patent recorded in Gilpin County in Book 62 at Page 315.

10. Reservation of right of a proprietor of any penetrating vein or lode to extract his ore, as reserved in United States Patent recorded December 11, 1882, in Book 93 at Page 73.

12. Terms, agreements, provisions, conditions and obligations as contained in Partial Ratification of Easement by Anchor Coin, Inc. for the benefit of Western Diversified Builders, Inc. recorded June 16, 1995, in Book 582 at page 127.

13. Terms, agreements, provisions, conditions and obligations as contained in Easement recorded May 1, 1995, in Book 580 at Page 161, and re-recorded June 27, 1995, in Book 582 at page 391.


SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 20th day of August, 1997, is between the CITY OF BLACK HAWK, COLORADO, a municipal corporation ("Grantor"), and ISLE OF CAPRI BLACK HAWK, L.L.C., a Colorado limited liability company, whose legal address is 711 Washington Loop, Biloxi, Mississippi 35530 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and its heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Gilpin, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference

also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, and its heirs, successors and assigns forever. The Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.
IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed on the day and year first above written.

CITY OF BLACK HAWK, COLORADO,

a municipal corporation

BY: ________________________________
    KATHRYN E. ECCKER, MAYOR

APPROVED AS TO FORM:

______________________________
JAMES S. MALONEY, CITY ATTORNEY

STATE OF COLORADO

COUNTY OF

The foregoing instrument was acknowledged before me this 12th day of August 1997, by Kathryn E. Eckert, as Mayor of the City of Black Hawk, a municipal corporation, on behalf of the corporation.

WITNESS

(My Comm. Expires 09-28-00)

(Seal)
EXHIBIT A
LEGAL DESCRIPTION OF PARCEL E-2

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF MAIN STREET AND THE NORTHWEST CORNER OF LOT 9, BLOCK 51, CITY OF BLACK HAWK, FROM WHENCE TRIANGULATION STATION NO. 7 BEARS N73°38'12"W A DISTANCE OF 6,265.04 FEET; THENCE N11°05'15"E A DISTANCE OF 15.00 FEET; THENCE S78°54'45"E A DISTANCE OF 568.45 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2, BLOCK 52; THENCE S83°38'00"W A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 52 AND THE NORTHEAST CORNER OF LOT 21, BLOCK 51; THENCE N78°54'45"W A DISTANCE OF 520.75 FEET TO THE POINT OF BEGINNING.
EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 1997 and subsequent years, a lien not yet due and payable.

2. Any water rights or claims or title to water in, on or under the land.

3. Any and all exceptions of record.
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Isle Casino Hotel Black Hawk

(Entity ID # 20091044063)

was filed in this office on 01/22/2009 with an effective date of 01/22/2009.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/19/2019 that have been posted, and by documents delivered to this office electronically through 05/20/2019 @ 13:45:47.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/20/2019 @ 13:45:47 in accordance with applicable law. This certificate is assigned Confirmation Number 11583167.

Secretary of State of the State of Colorado

*End of Certificate*
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ISLE OF CAPRI BLACK HAWK, L.L.C.

is a
Limited Liability Company
formed or registered on 04/25/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971066760.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/19/2019 that have been posted, and by documents delivered to this office electronically through 05/20/2019 @ 13:44:58.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/20/2019 @ 13:44:58 in accordance with applicable law. This certificate is assigned Confirmation Number 11583161.

----------------------------------
Secretary of State of the State of Colorado

End of Certificate

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

May 2, 2019

One or more of the undersigned, as set forth on the signature pages hereof, acting pursuant to the applicable statutory and other legal requirements for each of the entities listed in Annex I attached hereto (each, a “Company Party”), constitute the board of directors, manager, managing member, managing partner, sole stockholder, sole member, ultimate member, board of managers or applicable representatives (each, an “Authorizing Body”), as set forth on the signature pages hereof, required by applicable law and the applicable Company Party’s organizational documents (the “Applicable Requirements”) to act for each such Company Party, and each and all of the undersigned, acting in accordance with the authority contained in the Applicable Requirements, waiving all notice, do hereby consent to and adopt the resolutions set forth on Exhibit A attached hereto and authorize the taking of actions specified therein without a meeting, by written consent (this “Consent”) by each Company Party, and all such authorizations of actions by any Company Party hereunder shall include actions taken by such Company Party on behalf of itself and (if applicable) as a shareholder, member, managing member, manager, ioe general partner, trustee, beneficiary, other controlling or significant interest owner, or other type of representative whether similar to, or different from, the foregoing with the power, alone or together with other such representatives, to take action on behalf of, or to bind, another person.

This Consent may be executed in counterparts and all so executed shall constitute one Consent for each applicable Company Party, notwithstanding that all directors, members or applicable representatives of each Authorizing Body are not signatories to the original or the same counterpart.

[Counterpart Signature Sheets follow]
EXHIBIT A

WRITTEN CONSENT

WHEREAS, each applicable Company Party is herein referred to as a "Company", and collectively as the "Companies"; and

WHEREAS, each Company is a direct or indirect wholly owned subsidiary of Eldorado Resorts, Inc. ("ERI").

A. APPOINTMENT OF OFFICERS

WHEREAS, it is necessary or advantageous for each Company to designate Thomas R. Reeg as Chief Executive Officer, Anthony L. Carano as President and Chief Operating Officer, Bret Yunker as Chief Financial Officer and Assistant Secretary and Edmund L. Quatman, Jr. as Executive Vice President, Chief Legal Officer and Secretary, in place and stead of any existing officers of such Company, effective as of May 2, 2019.

WHEREAS, it is necessary or advantageous for each Company set forth below to designate the following individuals, as Vice President and General Manager of the Company set forth opposite of such individual’s name below:

- Aztar Indiana Gaming Company, LLC
  - John J. Chaszer

- Catfish Queen Partnership in Commendam
  - Jim Rigot

- CC-Reno LLC
  - Bill Gustafson

- CCSC/Blackhawk, Inc.
  - Rodney Turlan

- Circus and Eldorado Joint Venture, LLC
  - Bill Gustafson

- Columbia Properties Tahoe, LLC
  - Timothy Tretton

- Eldorado Casino Shreveport Joint Venture
  - Robert Urland

- Eldorado Resorts LLC
  - Bill Gustafson

- Elgin Riverboat Resort–Riverboat Casino
  - John Koster

- IOC – Boonville, Inc.
  - Heather Rapp

- IOC – Lula, Inc.
  - Derrick Madison

- IOC Black Hawk County, Inc.
  - Thomas Robert

- IOC-Cape Girardeau LLC
  - Lyle Randolph

- IOC-Caruthersville, LLC
  - Denny Callen

- IOC-Kansas City, Inc.
  - Tony Rohrer
Isle of Capri Bettendorf, L.C. 
Isle of Capri Black Hawk, L.L.C. 
Lighthouse Point, LLC 
Mountaineer Park, Inc. 
PPI, Inc. 
Rainbow Casino-Vicksburg Partnership, L.P. 
Scioto Downs, Inc. 
St. Charles Gaming Company, L.L.C. 
Tropicana Laughlin, LLC 
Tropicana St. Louis LLC 

Nancy A. Ballenger 
Rodney Turlan 
Derrick Madison 
Jason Pugh 
Troy Buswell 
Paul R. Avery 
Ken Ostempowski 
Jeffrey Favre 
Rick Yuhas 
Brian Marsh 

NOW, THEREFORE, BE IT RESOLVED, that, effective as of May 2, 2019, Thomas R. Reeg is hereby designated as Chief Executive Officer, Anthony L. Carano is hereby designated as President and Chief Operating Officer, Bret Yunker as Chief Financial Officer and Assistant Secretary and Edmund L. Quatmann, Jr. is hereby designated as Executive Vice President, Chief Legal Officer and Secretary of each Company, in place and stead of any existing officers of such Company.

RESOLVED FURTHER, that the following individuals are hereby designated as Vice President and General Manager of the Company set forth opposite of such individual’s name below:

Aztec Indiana Gaming Company, LLC 
Catfish Queen Partnership in Commendam 
CC-Reno LLC 
CCSC/Blackhawk, Inc. 
Circus and Eldorado Joint Venture, LLC 
Columbia Properties Tahoe, LLC 
Eldorado Casino Shreveport Joint Venture 
Eldorado Resorts LLC 
Elgin Riverboat Resort–Riverboat Casino 
IOC – Boonville, Inc. 
IOC – Lula, Inc. 

John J. Chaszer 
Jim Rigot 
Bill Gustafson 
Rodney Turlan 
Bill Gustafson 
Timothy Tretton 
Robert Urland 
Bill Gustafson 
John Koster 
Heather Rapp 
Derrick Madison
IOC Black Hawk County, Inc.  Thomas Robert
IOC-Cape Girardeau LLC Lyle Randolph
IOC-Caruthersville, LLC Denny Callen
IOC-Kansas City, Inc. Tony Rohrer
Isle of Capri Bettendorf, L.C. Nancy A. Ballenger
Isle of Capri Black Hawk, L.L.C. Rodney Turlan
Lighthouse Point, LLC Derrick Madison
Mountaineer Park, Inc. Jason Pugh
PPI, Inc. Troy Buswell
Rainbow Casino-Vicksburg Partnership, L.P. Paul R. Avery
Scioto Downs, Inc. Ken Ostepkowski
St. Charles Gaming Company, L.L.C. Jeffrey Favre
Tropicana Laughlin, LLC Rick Yuhas
Tropicana St. Louis LLC Brian Marsh

B. GENERAL AUTHORITY: RATIFICATION

WHEREAS, the Authorizing Body has determined, for the purposes of the resolutions set forth herein and the actions contemplated thereby, that it is in the best interests of the Company to authorize its officers to act on behalf of the Company and in its name.

NOW, THEREFORE, BE IT RESOLVED, that for the purposes of these resolutions, "Authorized Officers" shall mean each of the Chief Executive Officer, the President, the Chief Financial Officer, the Executive Vice President, Chief Operating Officer, Chief Legal Officer and the Secretary of the Authorizing Body or the Company, as applicable, and that such Authorized Officers be, and each of them hereby is, authorized to take any and all of the actions set forth in these resolutions;

RESOLVED FURTHER, that the Authorized Officers shall each be an authorized signatory of the Company with full power to conduct business on behalf of and to bind the Company; provided that, such power and conduct must be (i) not in violation of, inconsistent with and otherwise in accordance with the terms and conditions of the governing documents of the Company, (ii) consistent with the business plan and policies of the Company, (iii) consistent with the business purposes and guidelines promulgated by the Authorizing Body, (iv) compliant with applicable law and all material contracts and agreements of the Company and its affiliates and (v) not inconsistent with, in violation of or contrary to any resolutions, written consents or directives or any other minutes of meetings, criteria or business plans of the Authorizing Body of the Company, whether written or oral;

RESOLVED FURTHER, that the officers and representatives of the Company be, and each of them hereby is, authorized on its own behalf and on behalf of the Company, including the Company in its...
capacity as Authorizing Body of certain of its direct or indirect subsidiaries, to take all such further action and to negotiate, prepare, execute, deliver and cause the performance of all such further documents and to effect all such further filings as they, or any of them, deem necessary, appropriate or desirable to effectuate the foregoing resolutions, the execution by such officers and representatives of any such documents or the doing by them of any act in connection with the foregoing matters to establish conclusively their authority therefrom to the Company and the approval and ratification by the Company of the documents so executed and the action so taken;

RESOLVED FURTHER, that any and all actions heretofore taken by any Authorized Officer, officer or representative of the Company within the intent of the foregoing resolutions be, and each hereby is, ratified, confirmed and approved in all respects;

RESOLVED FURTHER, that any and all actions heretofore taken: (i) may be executed in any number of counterparts and by different persons on separate counterpart signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document and (ii) may be delivered by any signatory hereto by facsimile transmission or electronic mail (as a PDF file) and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this consent;

RESOLVED FURTHER, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and be it further; and

RESOLVED FURTHER, that all acts and things heretofore done by any Authorized Officer or by any employees or agents of the Company on or before the date hereof in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed in all respects.
COUNTERPART SIGNATURE SHEET

Attached to and forming a part of the Action by Written Consent of the Authorizing Body of each of the following entities: ELDORADO SHREVEPORT #1, LLC, ELDORADO SHREVEPORT #2, LLC, ISLE OF CAPRI BLACK HAWK, L.L.C. and ST. CHARLES GAMING COMPANY, L.L.C.

Anthony L. Carano
Manager

Thomas R. Reeg
Manager
SECOND AMENDMENT TO ARTICLES OF ORGANIZATION
OF
ISLE OF CAPRI BLACK HAWK, L.L.C. 20011235347 C
A COLORADO LIMITED LIABILITY COMPANY

Pursuant to § 7-80-209, Colorado Revised Statutes (C.R.S.), the undersigned delivers this Amendment to the Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

1. The name of the limited liability company is: ISLE OF CAPRI BLACK HAWK, L.L.C.

2. There is a false or erroneous statement in the Articles, which shall be changed as set forth below.

3. The following provisions of the Articles of Organization shall be amended and restated in their entirety as follows:

   **FIRST:** The name of the limited liability company is ISLE OF CAPRI BLACK HAWK, L.L.C.

   **SECOND:** The principal place of business of the limited liability company shall be 401 Main Street, Black Hawk, Colorado, 80422.

   **THIRD:** The street address and mailing address of the registered agent of the limited liability company is: 1675 Broadway, Denver, Colorado, 80202. The name of the registered agent in Colorado at that address is The Corporation Company.

   **FOURTH:** Management of the limited liability company is vested in managers.

   **FIFTH:** The names and business addresses of the managers of the limited liability company are as follows:

   John M. Gallaway 1641 Popps Ferry Rd., Suite B-1
   Biloxi, Mississippi, 39532

   Allan B. Solomon 2200 Corporate Blvd., Suite #310
   Boca Raton, FL 33431

   H. Thomas Winn 3040 Post Oak Boulevard, Suite 675
   Houston, TX 77056

COMPUTER UPDATE COMPLETE
SEVENTH: The following transfer restrictions are imposed with respect to the limited liability company:

The company shall not issue any voting securities or other voting interests, except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. The issuance of any voting securities or other voting interests in violation thereof shall be void and such voting securities or other voting interests shall be deemed not to be issued and outstanding until (a) the company shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited Gaming Control Commission shall, by affirmative action, validate said issuance or waive any defect in issuance.

No voting securities or other voting interests issued by the company and no interest, claim or charge therein or thereto shall be transferred in any manner whatsoever except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. Any transfer in violation thereof shall be void until (a) the company shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited Gaming Control Commission shall, by affirmative action, validate said transfer or waive any defect in said transfer.

If the Colorado Limited Gaming Control Commission at any time determines that a holder of voting securities or other voting interests of this company is unsuitable to hold such securities or other voting interests, then the company may, within sixty (60) days after the finding of unsuitability, purchase such voting securities or other voting interests of such unsuitable person at the lesser of (i) the cash equivalent of such person's investment in the company, or (ii) the current market price as of the date of the finding of unsuitability unless such voting securities or other voting interests are transferred to a suitable person (as determined by the Commission) within sixty (60) days after the finding of unsuitability. Until such voting securities or other voting interests are owned by persons found by the Commission to be suitable to own them, (a) the company shall not be required or permitted to pay any dividend or interest with regard to the voting securities or other voting interests, (b) the holder of such voting securities or other voting interests shall not be entitled to vote on any matter as the holder of the voting securities or other voting interests, and such voting securities or other voting interests shall not for any purposes be included in the voting securities or other voting interests of the company entitled to vote, and (c) the company shall not pay any remuneration in any form to the holder of the voting securities or other voting interests except in exchange for such voting securities or other voting interests as provided in this paragraph.

[remainder of page intentionally left blank]
4. The address to which the Secretary of State may send a copy of this document upon completion of filing (or to which the Secretary of State may return this document if filing is refused) is: c/o Brownstein Hyatt & Farber, P.C., 410 17th Street, Suite 2200, Denver, CO, 80202, Attention: Joshua J. Widoff, Esq.

IN WITNESS WHEREOF, the undersigned, constituting all of the Members of ISLE OF CAPRI BLACK HAWK, L.L.C., have signed this Second Amendment to Articles of Organization to be effective as of the 12th day of December, 2001, and affirm, under penalty of perjury, that the facts stated herein are true.

CASINO AMERICA OF COLORADO, INC.,
a Colorado corporation

By: ____________________________
Print Name: Allan B. Solomon
Title: Executive Vice President
STATEMENT OF CORRECTION

Form 7.90.305.1 - 12042001
Filing fee: $5.00. This document must be typed or machine printed.
If more space is required, continue on attached 8½" x 11" sheets.
Deliver 2 copies to: Colorado Secretary of State, Business Division,
1560 Broadway, Suite 200, Denver, CO 80202-5169
Please include a typed or machine printed, self-addressed, envelope.
For filing requirements, see §§ 7-90-301 and 7-90-305, Colorado Revised Statutes
For more information, see the Citizen’s Guide to the Business Division on our
Web site. www.dos.state.co.us Questions? Contact the Business Division:
voice 303 894 2251, fax 303 894 2243 or e-mail sos.business@state.co.us

The undersigned, pursuant to § 7-90-305, Colorado Revised Statutes (C.R.S.), delivers the
following statement of correction to the Colorado Secretary of State for filing and states:

1. The exact name of the entity is: ISLAM OF CAPRI BLACK BANK, L.L.C.,
organized under the laws of: Colorado

2. Description of the document being corrected (i.e. Articles of Incorporation, Amendment,
Merger, or other) or attach copy of the document:

   Document Type: Second Amendment to Articles of Organization
   Date Document was Filed: December 12, 2001

3. Specify the incorrect statement and the reason it is incorrect, or the manner in which the
   execution, attestation, sealing, verification, or acknowledgment was defective:
   The word "all" in the first line of the second paragraph of page 3 should read "one".

4. Statement of corrected information or correction of the defective execution, attestation,
   sealing, verification, or acknowledgment: The word "all" in the first line
   of the second paragraph of page 3 is changed to the word "one".

5. The address to which the Secretary of State may send a copy of this document upon
   completion of filing (or to which the Secretary of State may return this document if filing
   is refused) is: Joshua J. Widett, Esq., 415 17th Street, #2200
   Denver, CO 80202

   Signature: ___________________________

   Printed Name/Title: ROY W. WIDETT, SR.

OPTIONAL: The electronic mail and/or Internet address for this entity owner, if any:

Web site: ____________________________

The Colorado Secretary of State may contact the following authorized person regarding this document:

Full Name: ____________________________
Address: _____________________________
City, State, Zip: ________________________
Phone: ______________________________
E-mail: ______________________________

Validated This form may be obtained upon request of the Secretary of State or the entity and is intended as a reference without legal implications or validity. While we believe the information contained herein is accurate, the Secretary of State and the entity are not responsible for any inaccuracies. Opinions or statements herein are not intended

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FIRST AMENDMENT TO ARTICLES OF ORGANIZATION
OF
ICB L.L.C.
A COLORADO LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Colorado Limited Liability Company Act, ICB, L.L.C., a Colorado limited liability company (the "Company"), hereby amends its Articles of Organization as set forth herein:

A. The name of the Company shall be:

   ISLE OF CAPRI BLACK HAWK, L.L.C.

B. Article VII, "Transfer Restrictions" shall be added and shall read as follows:

   The company shall not issue any voting securities or other voting interests, except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. The issuance of any voting securities or other voting interests in violation thereof shall be void and such voting securities or other voting interests shall be deemed not to be issued and outstanding until (a) the company shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited Gaming Control Commission shall, by affirmative action, validate said issuance or waive any defect in issuance.

   No voting securities or other voting interests issued by the company and no interest, claim or charge therein or thereto shall be transferred in any manner whatsoever except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. Any transfer in violation thereof shall be void until (a) the company shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited Gaming Control Commission shall, by affirmative action, validate said transfer or waive any defect in said transfer.

   If the Colorado Limited Gaming Control Commission at any time determines that a holder of voting securities or other voting interests of this company is unsuitable to hold such securities or other voting interests, then the company may, within sixty (60) days after the finding of unsuitability, purchase such voting securities or other voting interests of such unsuitable person at the lesser of (i) the cash equivalent of such person’s investment in the company, or (ii) the current market price as of the date of the finding of unsuitability unless such voting securities or other voting interests are transferred to a suitable person (as determined by the Commission) within sixty (60) days after the finding of unsuitability. Until such voting securities or other voting interests are owned by persons found by the Commission to be suitable to own them, (a) the company shall not be required or permitted to pay any dividend or interest with regard to the voting securities or other voting interests, (b) the holder of such voting
securities or other voting interests shall not be entitled to vote on any matter as the holder of the voting securities or other voting interests, and such voting securities or other voting interests shall not for any purposes be included in the voting securities or other voting interests of the company entitled to vote, and (c) the company shall not pay any remuneration in any form to the holder of the voting securities or other voting interests except in exchange for such voting securities or other voting interests as provided in this paragraph.

IN WITNESS WHEREOF, the undersigned, constituting all of the Members and Managers of the Company, have signed this First Amendment to Articles of Organization this 23rd day of July, 1997 and affirm, under penalty of perjury, that the facts stated herein are true.

ICB L.L.C.:

John Gallaway, Manager

Allan Solomon, Manager

H. Thomas Winn, Manager
STATEMENT OF CORRECTION
Form 7.90.305.1 revised 12/04/2001
Filing fee: $5.00 This document must be typed or machine printed.
If more space is required, continue on attached 8½" x 11" sheet(s).
Deliver 2 copies to: Colorado Secretary of State, Business Division,
1560 Broadway, Suite 200, Denver, CO 80202-5169
Please include a typed or machine printed, self-addressed, envelope.
For filing requirements, see §§ 7-90-301 and 7-90-305, Colorado Revised Statutes
For more information, see the Citizen's Guide to the Business Division on our
Website, www.sos.state.co.us Questions? Contact the Business Division:
voice 303 894 2251, fax 303 894 2242 or e-mail sos.business@sos.state.co.us

The undersigned, pursuant to § 7-90-305, Colorado Revised Statutes (C.R.S.), delivers the
following statement of correction to the Colorado Secretary of State for filing and states:

1. The exact name of the entity is: ISLE OF CAPRI BLACK HARBOR, L.L.C.
   organized under the laws of: Colorado

2. Description of the document being corrected (i.e. Articles of Incorporation, Amendment,
   Merger, or other) or attach copy of the document:

   Document Type          Date Document was Filed
   Second Amendment to Articles of Organization  December 12, 2001

3. Specify the incorrect statement and the reason it is incorrect, or the manner in which the
   execution, attestation, sealing, verification, or acknowledgment was defective:
   The word "all" in the first line of the second paragraph of page 3
   should read "one".

4. Statement of corrected information or correction of the defective execution, attestation,
   sealing, verification, or acknowledgment: The word "all" in the first line
   of the second paragraph of page 3 is changed to the word "one".

5. The address to which the Secretary of State may send a copy of this document upon
   completion of filing (or to which the Secretary of State may return this document if filing is
   refused) is: Joshua J. Widoff, Esq., 410 17th Street, #2200
      Denver, CO 80202

Signature: [Signature]
Printed Name/Title: PEYTON A. YEELEY, SVP & CFO

OPTIONAL: The electronic mail and/or Internet address for this entity is/are: e-mail

The Colorado Secretary of State may contact the following authorized person regarding this document: name

voice ___________ address ___________
fax ___________ e-mail ___________

Disclaimer: The entity must file this document as required to keep the legal entity in good standing and to remain valid as a separate economic entity. Failure to file as required is subject to removal from the Register of Entities and the entity may be dissolved. The Secretary of State is not responsible for the accuracy, completeness, or legal effect of information on this form. This form is intended for informational purposes only and is not intended as legal advice. Information on this form is subject to change without notice. The Secretary of State is not responsible for the accuracy, completeness, or legal effect of information on this form.
I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is ________________.

SECOND: Principal place of business (if known):

THIRD: The street address of the initial registered office of the limited liability company is: ________________________________

1675 Broadway, Denver, Colorado 80202

The mailing address (if different from above) of the initial registered office of the limited liability company is:

The name of its proposed registered agent in Colorado at that address is: ________________________________

The Corporation Company

FOURTH: The management is vested in managers (check if appropriate)

TH: The names and business addresses of the initial manager or managers or if the management is vested in the members, rather than managers, the names and addresses of the member of members are:

NAME

Anthony C. Brown

Mark W. Coffin

SIXTH: The name and address of each organizer is:

NAME

Michael J. Perlow ski

ADDRESS (include zip codes)

500 Skokie Blvd., Ste. 575, Northbrook, IL 60062

4400 One Houston Center, 1221 McKinney

Houston, TX 77010

ADDRESS (include zip codes)

190 South LaSalle Street

Chicago, IL 60603

Signed ________________________________

Organizer

Organizer

Revised 7/95
I, VICTORIA BUCKLEY, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

ICB L.L.C.
(COLORADO LIMITED LIABILITY COMPANY)

FILE # 1997066760 WAS FILED IN THIS OFFICE ON April 25, 1997 AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD STANDING AND AUTHORIZED AND COMPETENT TO TRANSACT BUSINESS OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: July 09, 1997

Victoria Buckley
SECRETARY OF STATE
STATE OF COLORADO

DEPARTMENT OF

STATE

CERTIFICATE

I, VICTORIA BUCKLEY, SECRETARY OF STATE OF THE STATE OF
COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

ICB L.L.C.
COLORADO LIMITED LIABILITY COMPANY

FILE # 19971066760 WAS FILED IN THIS OFFICE ON April 25, 1997
AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE
LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD
STANDING AND AUTHORIZED AND COMPETENT TO TRANSACT BUSINESS
OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: July 14, 1997

Victoria Buckley
SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CCSC/BLACKHAWK, INC.

is a Corporation
formed or registered on 07/02/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011131773.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/14/2019 that have been posted, and by documents delivered to this office electronically through 03/15/2019 @ 16:19:01.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/15/2019 @ 16:19:01 in accordance with applicable law. This certificate is assigned Confirmation Number 11453808.

**************************************** End of Certificate****************************************

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

May 2, 2019

One or more of the undersigned, as set forth on the signature pages hereof, acting pursuant to the applicable statutory and other legal requirements for each of the entities listed in Annex I attached hereto (each, a “Company Party”), constitute the board of directors, manager, managing member, managing partner, sole stockholder, sole member, ultimate member, board of managers or applicable representatives (each, an “Authorizing Body”), as set forth on the signature pages hereof, required by applicable law and the applicable Company Party’s organizational documents (the “Applicable Requirements”) to act for each such Company Party, and each and all of the undersigned, acting in accordance with the authority contained in the Applicable Requirements, waiving all notice, do hereby consent to and adopt the resolutions set forth on Exhibit A attached hereto and authorize the taking of actions specified therein without a meeting, by written consent (this “Consent”) by each Company Party, and all such authorizations of actions by any Company Party hereunder shall include actions taken by such Company Party on behalf of itself and (if applicable) as a shareholder, member, managing member, manager, iocgeneral partner, trustee, beneficiary, other controlling or significant interest owner, or other type of representative whether similar to, or different from, the foregoing with the power, alone or together with other such representatives, to take action on behalf of, or to bind, another person.

This Consent may be executed in counterparts and all so executed shall constitute one Consent for each applicable Company Party, notwithstanding that all directors, members or applicable representatives of each Authorizing Body are not signatories to the original or the same counterpart.

[Counterpart Signature Sheets follow]
EXHIBIT A

WRITTEN CONSENT

WHEREAS, each applicable Company Party is herein referred to as a "Company", and collectively as the "Companies"; and

WHEREAS, each Company is a direct or indirect wholly owned subsidiary of Eldorado Resorts, Inc. ("ERI").

A. APPOINTMENT OF OFFICERS

 WHEREAS, it is necessary or advantageous for each Company to designate Thomas R. Reeg as Chief Executive Officer, Anthony L. Carano as President and Chief Operating Officer, Bret Yunker as Chief Financial Officer and Assistant Secretary and Edmund L. Quatmann, Jr. as Executive Vice President, Chief Legal Officer and Secretary, in place and stead of any existing officers of such Company, effective as of May 2, 2019.

WHEREAS, it is necessary or advantageous for each Company set forth below to designate the following individuals, as Vice President and General Manager of the Company set forth opposite of such individual’s name below:

Aztar Indiana Gaming Company, LLC                                      John J. Chaszer
Catfish Queen Partnership in Commendam                                    Jim Rigot
CC-Reno LLC                                                              Bill Gustafson
CCSC/Blackhawk, Inc.                                                     Rodney Turlan
Circus and Eldorado Joint Venture, LLC                                    Bill Gustafson
Columbia Properties Tahoe, LLC                                            Timothy Tretton
Eldorado Casino Shreveport Joint Venture                                 Robert Urland
Eldorado Resorts LLC                                                     Bill Gustafson
Elgin Riverboat Resort–Riverboat Casino                                  John Koster
IOC – Boonville, Inc.                                                    Heather Rapp
IOC – Lula, Inc.                                                          Derrick Madison
IOC Black Hawk County, Inc.                                              Thomas Robert
IOC-Cape Girardeau LLC                                                   Lyle Randolph
IOC-Caruthersville, LLC                                                  Denny Callen
IOC-Kansas City, Inc.                                                    Tony Rohrer
Isle of Capri Betteudorf, L.C.
Isle of Capri Black Hawk, L.L.C.
Lighthouse Point, LLC
Mountaineer Park, Inc.
PPI, Inc.
Rainbow Casino-Vicksburg Partnership, L.P.
Scioto Downs, Inc.
St. Charles Gaming Company, L.L.C.
Tropicana Laughlin, LLC
Tropicana St. Louis LLC

NOW, THEREFORE, BE IT RESOLVED, that, effective as of May 2, 2019, Thomas R. Reeg is hereby designated as Chief Executive Officer, Anthony L. Carano is hereby designated as President and Chief Operating Officer, Brad Yunker as Chief Financial Officer and Assistant Secretary and Edmund L. Quatmann, Jr. is hereby designated as Executive Vice President, Chief Legal Officer and Secretary of each Company, in place and stead of any existing officers of such Company.

RESOLVED FURTHER, that the following individuals are hereby designated as Vice President and General Manager of the Company set forth opposite of such individual’s name below:

Aztar Indiana Gaming Company, LLC
Catfish Queen Partnership in Commendam
CC-Reno LLC
CCSC/Blackhawk, Inc.
Circus and Eldorado Joint Venture, LLC
Columbia Properties Tahoe, LLC
Eldorado Casino Shreveport Joint Venture
Eldorado Resorts LLC
Elgin Riverboat Resort-Riverboat Casino
IOC – Boonville, Inc.
IOC – Lula, Inc.

Nancy A. Ballenger
Rodney Turlan
Derrick Madison
Jason Pugh
Troy Buswell
Paul R. Avery
Ken Ostempowski
Jeffrey Favre
Rick Yuhas
Brian Marsh
John J. Chaszer
Jim Rigot
Bill Gustafson
Rodney Turlan
Bill Gustafson
Timothy Tretton
Robert Urland
Bill Gustafson
John Koster
Heather Rapp
Derrick Madison
IOC Black Hawk County, Inc.  
IOC-Cape Girardeau LLC  
IOC-Caruthersville, LLC  
IOC-Kansas City, Inc.  
Isle of Capri Bettendorf, L.C.  
Isle of Capri Black Hawk, L.L.C.  
Lighthouse Point, LLC  
Mountaineer Park, Inc.  
PPI, Inc.  
Rainbow Casino-Vicksburg Partnership, L.P.  
Scioto Downs, Inc.  
St. Charles Gaming Company, L.L.C.  
Tropicana Laughlin, LLC  
Tropicana St. Louis LLC  

Thomas Robert  
Lyle Randolph  
Denny Callen  
Tony Rohrer  
Nancy A. Ballenger  
Rodney Turlan  
Derrick Madison  
Jason Pugh  
Troy Buswell  
Paul R. Avery  
Ken Ostempowski  
Jeffrey Favre  
Rick Yuhas  
Brian Marsh

B. GENERAL AUTHORITY; RATIFICATION

WHEREAS, the Authorizing Body has determined, for the purposes of the resolutions set forth herein and the actions contemplated thereby, that it is in the best interests of the Company to authorize its officers to act on behalf of the Company and in its name.

NOW, THEREFORE, BE IT RESOLVED, that for the purposes of these resolutions, "Authorized Officers" shall mean each of the Chief Executive Officer, the President, the Chief Financial Officer, the Executive Vice President, Chief Operating Officer, Chief Legal Officer and the Secretary of the Authorizing Body or the Company, as applicable, and that such Authorized Officers be, and each of them hereby is, authorized to take any and all of the actions set forth in these resolutions;

RESOLVED FURTHER, that the Authorized Officers shall each be an authorized signatory of the Company with full power to conduct business on behalf of and to bind the Company; provided that, such power and conduct must be (i) not in violation of, inconsistent with and otherwise in accordance with the terms and conditions of the governing documents of the Company, (ii) consistent with the business plan and policies of the Company, (iii) consistent with the business purposes and guidelines promulgated by the Authorizing Body, (iv) compliant with applicable law and all material contracts and agreements of the Company and its affiliates and (v) not inconsistent with, in violation of or contrary to any resolutions, written consents or directives or any other minutes of meetings, criteria or business plans of the Authorizing Body of the Company, whether written or oral;

RESOLVED FURTHER, that the officers and representatives of the Company be, and each of them hereby is, authorized on its own behalf and on behalf of the Company, including the Company in its
capacity as Authorizing Body of certain of its direct or indirect subsidiaries, to take all such further action and to negotiate, prepare, execute, deliver and cause the performance of all such further documents and to effect all such further filings as they, or any of them, deem necessary, appropriate or desirable to effectuate the foregoing resolutions, the execution by such officers and representatives of any such documents or the doing by them of any act in connection with the foregoing matters to establish conclusively their authority thereafter from the Company and the approval and ratification by the Company of the documents so executed and the action so taken;

RESOLVED FURTHER, that any and all actions heretofore taken by any Authorized Officer, officer or representative of the Company within the intent of the foregoing resolutions be, and each hereby is, ratified, confirmed and approved in all respects;

RESOLVED FURTHER, that any and all actions heretofore taken: (i) may be executed in any number of counterparts and by different persons on separate counterpart signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document and (ii) may be delivered by any signatory hereto by facsimile transmission or electronic mail (as a PDF file) and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this consent;

RESOLVED FURTHER, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and be it further; and

RESOLVED FURTHER, that all acts and things heretofore done by any Authorized Officer or by any employees or agents of the Company on or before the date hereof in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed in all respects.
COUNTERPART SIGNATURE SHEET

Attached to and forming a part of the Action by Written Consent by the Authorizing Body of the following entity: PPI, INC, and CCSC/BLACKHAWK, INC.

[Signature]
Thomas R. Reeg
Director

[Signature]
Anthony L. Carano
Director

[Signature Page to Omnibus Resolutions]
ARTICLES OF INCORPORATION
OF
CCSC/BLACKHAWK, INC.

KNOW ALL MEN BY THESE PRESENTS, that Isaacson, Rosenbaum, Woods & Levy, P.C., a Colorado professional corporation, desiring to form a body corporate under the laws of the State of Colorado, does hereby make, execute and acknowledge these Articles of Incorporation in writing, and does hereby set forth, declare and certify as follows:

ARTICLE I
Name

The name of our corporation shall be CCSC/Blackhawk, Inc.

ARTICLE II
Term of Existence

The corporation shall exist in perpetuity.

ARTICLE III
Purpose and Powers

A. Purpose. This corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated pursuant to the Colorado Business Corporation Act.

B. Powers. In furtherance of the purposes set forth above in this Article, the corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under and pursuant to the laws of the State of Colorado, including but not limited to the power to lend money to, to guarantee the obligations of, and to otherwise assist its employees (other than employees who are also directors of the corporation).

ARTICLE IV
Capital Stock

The total number of shares of capital stock which the corporation shall have authority to issue is One Hundred (100) shares of common stock par value $.01. Said stock may be issued for tangible and intangible property or benefit to the corporation including cash, promissory notes, services performed or other security of the corporation, and when issued, shall be issued fully paid and non-assessable. The preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof, of the capital stock of the corporation are as follows:

A. Dividends. Dividends may be paid upon the common stock as and when declared by the Board of Directors out of funds of the corporation legally available therefor.

B. Payment on Liquidation. Upon any liquidation, dissolution or winding up of the corporation, and after payment or setting aside of an amount sufficient to provide for payment in full of all debts and liabilities of, and other claims against the corporation, the remaining net assets of the corporation shall be distributed pro rata to the holders of the common stock.

C. Voting Rights. The sole voting power shall be and remain solely in the common stock, each holder of common stock being entitled to one vote for each share thereof held.

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D. No Cumulative Voting. Cumulative voting shall not be allowed in the election of directors of this corporation.

E. No Pre-Emptive Rights. No shareholder of this corporation shall, because of his ownership of stock, have a pre-emptive right to purchase, subscribe for, or take any part of any stock or any part of the notes, debentures, bonds or other securities convertible into, or carrying options or warrants to purchase stock of this corporation issued, optioned, or sold by it after its incorporation. Any part of the common stock and any part of the notes, debentures, bonds or other securities convertible into, or carrying options or warrants to purchase stock of this corporation authorized by these Articles of Incorporation or any amendment thereto duly filed, may at any time be issued, optioned for sale, and sold or disposed of by this corporation pursuant to resolution of its Board of Directors to such persons and upon such terms as may to such Board of Directors seem proper without first offering such stock or security or any part thereof to existing stockholders.

ARTICLE V
Registered Office and Agent/Principal Office

The registered office in the State of Colorado of the corporation shall be 1560 Broadway, Denver, Colorado 80202, and the registered agent upon whom process may be served in this state is Corporation Service Company at the same address. Corporation Service Company evidences its agreement and consent to serve as registered agent for CCSC/Blackhawk, Inc. by its signature below. Said office and agent may be changed at any time hereafter without amendment of these Articles of Incorporation by any document or instrument required or permitted to be filed by law. The principal office of the corporation shall be at 340 Main Street, Black Hawk, Colorado 80422.

ARTICLE VI
Shareholders’ Meetings

A. At any meeting of the shareholders of this corporation, a quorum shall consist of a majority of the shares of stock entitled to vote at the meeting represented in person or by proxy. If a quorum is present, the affirmative vote of the majority of the shares represented at such meeting and entitled to vote on the subject matter shall be the action of the shareholders.

B. When, with respect to any action to be taken by the shareholders of this corporation the provisions of Articles 101-117, Title 7, Colorado Business Corporation Act, as amended (the “Colorado Business Corporation Act”) require the vote or concurrence of the holders of a majority of the outstanding shares of this corporation or of the shares entitled to vote thereon or of any class or series, such requirement shall be and hereby is of such shares or class or series thereof.

C. Notwithstanding the provisions of Title 7, Article 111, Section 103(5), Colorado Business Corporation Act, as amended, the holders of the common stock of this corporation shall be entitled to vote upon each and every merger, share exchange, sale of substantially all of the corporation’s assets, or any transaction which would dissolve the corporation, involving this corporation. In this regard, the affirmative vote necessary to effectuate any action contemplated in this paragraph shall be a majority of the outstanding shares of this corporation or of the shares entitled to vote thereon.

ARTICLE VII
Rights of Directors and Officers To Contract
With the Corporation and Conflicts of Interest

No contract or other transaction between this corporation and one or more of its directors or officers or any corporation, firm, association or entity in which one or more of its directors or officers is a director or officer or is financially interested shall be either void or voidable solely because of such relationship or interest or solely because any such director or officer is present at the
meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or solely because their votes are counted for such purpose if:

A. The material facts of such relationship or interest and as to the conflicting interest transaction, are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of any interested director or officer; or

B. The material facts of such relationship or interest and as to the conflicting interest transaction, are disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

C. The contract or transaction is fair and reasonable to the corporation as of the time it is approved and adopted by the Board of Directors.

ARTICLE VIII
Indemnification

A. The corporation shall indemnify any person who has served or is serving as a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for any cost or liability incurred by such person by reason of such service to the fullest extent provided by law.

B. There shall be no personal liability of a director to the corporation or to its shareholders for monetary damages for breach of fiduciary duty, except that the foregoing shall not limit liability for: a breach of the director's duty of loyalty to the corporation or to its shareholders; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in Section 7-108-403, Colorado Business Corporation Act, as amended, or any transaction from which the director derives an improper personal benefit.

ARTICLE IX
Restrictions on Common Stock

The corporation shall have the right by appropriate action to impose restrictions upon the transfer of any shares of its common stock, or any interest therein, from time to time issued, provided that such restrictions as may from time to time be so imposed, or notice of the substance thereof shall be set forth upon the face or back of the certificates representing such shares of common stock.

ARTICLE X
Restrictions on Issuance of Voting Securities.

The corporation shall not issue any voting securities or other voting interests except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. The issuance of any voting securities or other voting interests in violation thereof shall be void and such voting securities or other voting interests shall be deemed not to be issued and outstanding until (a) the corporation shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited Gaming Control Commission shall, by affirmative action, validate said issuance or waive any defect in issuance.

No voting securities or other voting interests issued by the corporation and no interest, claim or charge therein or thereto shall be transferred in any manner whatsoever except in accordance with the provisions of the Colorado Limited Gaming Act and the regulations promulgated thereunder. Any transfer in violation thereof shall be void until (a) the corporation shall cease to be subject to the jurisdiction of the Colorado Limited Gaming Control Commission, or (b) the Colorado Limited
Gaming Control Commission shall, by affirmative action, validate said transfer or waive any defect in said transfer.

If the Colorado Limited Gaming Control Commission at any time determines that a holder of voting securities or other voting interests of this corporation is unsuitable to hold such securities or other voting interests, then the issuer of such voting securities or other voting interests may, within sixty (60) days after the finding of unsuitability, purchase such voting securities or other voting interests of such unsuitable person at the lesser of (i) the cash equivalent of such person’s investment in the corporation, or (ii) the current market price as of the date of the finding of unsuitability unless such voting securities or other voting interests are transferred to a suitable person (as determined by the Commission) within sixty (60) days after the finding of unsuitability. Until such voting securities or other voting interests are owned by persons found by the Commission to be suitable to own them, (a) the corporation shall not be required or permitted to pay any dividend or interest with regard to the voting securities or other voting interests, (b) the holder of such voting securities or other voting interests shall not be entitled to vote on any matter as the holder of the voting securities or other voting interests, and such voting securities or other voting interests shall not for any purposes be included in the voting securities or other voting interests of the corporation entitled to vote, and (c) the corporation shall not pay any remuneration in any form to the holder of the voting securities or other voting interests except in exchange for such voting securities or other voting interests as provided in this paragraph.

ARTICLE XI
Bylaws

The Board of Directors and/or the Shareholders of this corporation shall have the power to adopt such prudent Bylaws as may be deemed necessary or convenient for the proper government and management of the business and affairs of this corporation, and to amend, alter or repeal the same at any regular meeting or at any special meeting called for that purpose.

ARTICLE XII
Incorporator

The name and address of the incorporator is as follows:

Isaacson, Rosenbaum, Woods & Levy, P.C.
633 17th Street, Suite 2200
Denver, Colorado 80202

ARTICLE XIII
Amendments

The corporation reserves the right to amend, alter, change or repeal any provision contained in, or to add any provision to its Articles of Incorporation from time to time, in any manner now or hereafter prescribed or permitted by the Colorado Business Corporation Act; and all rights and powers conferred upon directors and shareholders hereby are granted subject to this reservation.
IN WITNESS WHEREOF, the above-named incorporator has hereunto set his hand this 2nd day of July, 2001.

ISAACSON, ROSENBAUM, WOODS & LEVY,
P.C., a Colorado professional corporation

[Signature]
Jonathan H. Steeler, Authorized Signatory

The undersigned acknowledges and agrees to serve as registered agent for CCSC/Blackhawk, Inc. as of the 2nd day of July, 2001.

CORPORATION SERVICE COMPANY
(If entity name of entity)

By: [Signature]
Name: Amanda Amilleo
Title: Asst. Secretary

STATE OF COLORADO )
CITY AND ) ss.
COUNTY OF DENVER )

I, the undersigned, a Notary Public, hereby certify that on the 2nd day of July, 2001, personally appeared before me, Jonathan H. Steeler, who being by me first duly sworn, declared that he was the person who signed the foregoing document as incorporator and that the statements therein contained are true.

WITNESS my hand and official seal.

My commission expires: 12/10/01

[Signature]
Kristin A. Long
Notary Public
AMENDED AND RESTATED
BYLAWS
OF
CCSC/BLACKHAWK, INC.
a Colorado corporation

The following bylaws (the "Bylaws") constitute the amended and restated bylaws of CCSC/Blackhawk, Inc., a Colorado corporation (the "Corporation") as of April 22, 2003.

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation required by the Colorado Business Corporation Act to be maintained in the State of Colorado shall be as set forth in the Corporation's Articles of Incorporation (the "Articles"), unless changed as provided by law.

Section 2. Other Offices. The Corporation may have such other offices, either within or outside Colorado, as the board of directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II
SHAREHOLDERS

Section 1. Annual Meetings. An annual meeting of the shareholders shall be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the board of directors. Failure to hold an annual meeting as required by these Bylaws shall not invalidate any action taken by the board of directors or officers of the Corporation.

Section 2. Special Meetings. Special meetings of shareholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Colorado,
as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by the any member of board of directors or the president and shall be called by the president upon the written request of holders of shares entitled to cast not less than one-tenth of the outstanding shares of any series or class of the Corporation's capital stock entitled to vote at the meeting.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Colorado, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Corporation.

Section 4. Notice. Whenever shareholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each shareholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting; except that, if the number of authorized shares is to be increased, at least thirty (30) days' notice shall be given. Notice of an annual meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (a) an amendment to the Articles of the Corporation, (b) merger or share exchange in which the Corporation is a party and with respect to a share exchange, in which the Corporation's shares will be acquired, (c) a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all of the property of the Corporation or of another entity which the Corporation controls, in each case with or without good will, (d) a dissolution of the Corporation, or (e) any other purpose for which a statement of purpose is required under the Colorado Business Corporation Act. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the shareholder at his, her or its address as the same appears on the records of the Corporation.

Section 5. Waiver of Notice. Whenever notice is required by law, the Articles or these Bylaws to be given to any shareholder, a waiver thereof in writing signed by the shareholder entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. By attending a meeting, a shareholder (a) waives objection to lack of notice or defective notice of such meeting unless the shareholder, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting, and (b) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the notice of such meeting unless the shareholder objects to considering the matter when it is presented.

Section 6. Shareholders List.
(a) The officer having charge of the stock ledger of the Corporation shall make a complete list of the shareholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the inspection of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period beginning the earlier of at least ten (10) days prior to the meeting or two (2) business days after the notice of meeting is given and continuing through the meeting and any adjournment thereof, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or a duplicate thereof or to vote at any meeting of the shareholders.

(b) Any shareholder, his agent or attorney is entitled on written demand to inspect or copy the record during regular business hours and during the period it is available for inspection, provided (i) the shareholder has been a shareholder for at least three (3) months immediately preceding the demand or holds at least five percent (5%) of all outstanding shares of any class of shares as of the date of the demand, (ii) the demand is made in good faith and for a purpose reasonably related to the demanding shareholder's interest as a shareholder, (iii) the shareholder describes with reasonable particularity such purpose, (iv) the record is directly connected with the described purpose, and (v) the shareholder pays a reasonable charge covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

Section 7. Quorum. Except as otherwise provided by applicable law or by the Corporation's Articles, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 8 of this Article, until a quorum shall be present or represented.

Section 8. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 9. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the question is one upon which by express provisions of an applicable law or of the Articles, a different vote is required, in
which case such express provision shall govern and control the decision of such question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 10. Voting Rights. Except as otherwise provided by the Colorado Business Corporation Act or by the Articles, and subject to Section 3 of Article VI hereof, every shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of common stock held by such shareholder. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote the number of shares owned by him for as many persons as there are directors to be elected, and for whose election he has the right to vote. Cumulative voting shall not be allowed.

Section 11. Proxies. Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the shareholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 12. Meetings by Telephone. Any shareholder may participate in and act at any meeting of the shareholders through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 13. Action by Written Consent.

(a) Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and received by the Corporation. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the shareholders and may be stated as such in any document. Unless the consent specifies a different effective date, action taken without a meeting pursuant to a consent in writing as provided herein shall be effective when all shareholders entitled to vote have signed the consent. The record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent.

(b) Any shareholder who has signed a writing describing and consenting to the action taken pursuant to this Section 13 may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.
ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors, except as otherwise provided in the Colorado Business Corporation Act, the Articles or these Bylaws.

Section 2. Tenure and Qualifications. The number of directors of the Corporation shall initially be three (3), as may be fixed from time to time by resolution adopted by a majority of the board of directors. Thereafter, each director shall hold office until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Directors must be at least eighteen (18) years old but need not be residents of Colorado or shareholders of the Corporation.

Section 3. Resignation. Any director may resign at any time by giving written notice to the president or to the board of directors. A director's resignation shall take effect at the time specified in the notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. At a meeting called expressly for that purpose, the entire board of directors or any lesser number may be removed, with or without cause, by a vote of the holders of at least a majority of shares then entitled to vote at an election of directors; except that if the holders of shares of any class of stock are entitled to elect one or more directors by the provisions of the Articles, the provisions of this Section 4 shall apply, with respect to the removal of a director or directors so elected by such class, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole. Any reduction in the authorized number of directors shall not have the effect of shortening the term of any incumbent director unless such director is also removed from office in accordance with the terms of this Section 4.

Section 5. Vacancies. Any vacancy occurring in the board of directors, including vacancies due to an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum, or by the affirmative vote of two (2) directors if there are only two (2) directors remaining, or by a sole remaining director, or by the shareholders if there are no directors remaining. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. Regular Meetings. A regular meeting of the board of directors shall be held immediately after and at the same place as the annual meeting of the shareholders, or as soon thereafter as conveniently may be, at the time and place, within Colorado, determined by
the board, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. Failure to hold such meeting, however, shall not invalidate any action taken by any officer then or thereafter in office. The board of directors may provide, by resolution, the time and place, either within or outside Colorado, for the holding of additional regular meetings without other notice than such resolution.

Section 7. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any member of the board of directors. The person or persons authorized to call special meetings of the board of directors may fix any convenient place as the place for holding any special meeting of the board called by them.

Section 8. Meetings by Telephone. Unless otherwise provided by the Articles, one or more members of the board of directors may participate in a meeting of the board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 9. Notice of Meetings. Notice of each meeting of the board of directors (except those regular meetings for which notice is not required) stating the place, day and hour of the meeting shall be given to each director at least two (2) days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery (including delivery by private courier) of written notice or by telephone, telegram, telex, cablegram or other similar method, except that in the case of a meeting to be held pursuant to Section 8 above, notice by telephone may be given one (1) day prior thereto. The method of notice need not be the same to each director. Notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, addressed to the director at his business or residence address, when delivered or communicated to the director or when the telegram, telex, cablegram or other form of notice is personally delivered to the director or delivered to the last address of the director furnished by him to the Corporation for such purpose. Neither the business to be transacted at nor the purpose of any meeting of the board of directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

Section 10. Waiver of Notice. Whenever notice is required by law, the Articles or these Bylaws to be given to the directors, a waiver thereof in writing signed by the director entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. By attending or participating in a meeting, a director waives any required notice of such meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transacting of business at the meeting.

Section 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he objects at the beginning of the meeting to the holding of the meeting or the transacting of business at the meeting, contemporaneously requests that his dissent to the action taken be entered in the minutes of such meeting or gives written notice of his dissent to the presiding officer of such meeting before its adjournment or to
the secretary of the Corporation immediately after adjournment of such meeting. The right of dissent as to a specific action taken at a meeting of the board is not available to a director who votes in favor of such action.

Section 12. Quorum and Manner of Acting. Except as otherwise may be required by law, the Articles or these Bylaws, a majority of the number of directors fixed in accordance with these Bylaws, present in person, shall constitute a quorum for the transaction of business at any meeting of the board of directors, and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. If less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No director may vote or act by proxy or power of attorney at any meeting of directors.

Section 13. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the directors and may be stated as such in any document. Unless the consent specifies a different effective date, action taken without a meeting pursuant to a consent in writing as provided herein is effective when all directors have signed the consent, unless before such time, any director has revoked his consent by a writing signed by the director and received by the president or secretary of the Corporation. All consents signed pursuant to this Section 13 shall be delivered to the secretary of the Corporation for inclusion in the minutes or for filing with the corporate records.

Section 14. Executive and Other Committees. The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the board of directors in the management of the business and affairs of the Corporation, except that no such committee shall have the power or authority to: (a) declare dividends or distributions, (b) approve, recommend or submit to the shareholders actions or proposals required by law to be approved by the shareholders, (c) fill vacancies on the board of directors or any committee thereof, including any committee authorized by this Section 14, (d) amend the Bylaws, (e) approve a plan of merger not requiring shareholder approval, (f) authorize or approve the reacquisition of shares of the Corporation, unless pursuant to a general formula or method specified by the board of directors, or (g) authorize or approve the issuance or sale of, or any contract to issue or sell, shares of the Corporation's stock or designate the terms of a series of a class of shares. The delegation of authority to any committee shall not operate to relieve the board of directors or any member of the board from any responsibility imposed by law. Subject to the foregoing, the board of directors may provide such powers, limitations and procedures for such committees, as the board deems advisable. To the extent the board of directors does not establish other procedures, each committee shall be governed by the procedures set forth in Sections 6 (except as they relate to an annual meeting) and 7 through 13 as if the committee were the board of directors. Each committee shall keep regular minutes of its meetings, which shall be reported to the board of directors when required and submitted to the secretary of the Corporation for inclusion in the corporate records.
Section 15. Compensation. By resolution of the board of directors, notwithstanding any personal interest of a director in such action, a director may be paid his expenses, if any, of attendance at each meeting of the board of directors and each meeting of any committee of the board of which he is a member and may be paid a fixed sum for attendance at each such meeting or a stated salary, or both a fixed sum and a stated salary. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Number and Qualifications. The officers of the Corporation shall consist of a president, a secretary, a treasurer and such other officers, including a chairman of the board, one or more vice-presidents and a controller, as may from time to time be elected or appointed by the board. In addition, the board of directors or the president may elect or appoint such assistant and other subordinate officers, including assistant vice presidents, assistant secretaries and assistant treasurers, as it or he shall deem necessary or appropriate. Any number of offices may be held by the same person. All officers must be a natural person at least eighteen (18) years old.

Section 2. Election and Term of Office. Except as provided in Sections 1 and 6 of this Article IV, the officers of the Corporation shall be elected by the board of directors annually at the first meeting of the board held after each annual meeting of the shareholders as provided in Section 6 below. If the election of officers shall not be held as provided herein, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until the expiration of his term in office if elected or appointed for a specified period of time, or until his earlier death, resignation or removal.

Section 3. Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors and no officer shall be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation. Election or appointment as an officer shall not of itself create a contract or other right to compensation for services performed as such officer.

Section 4. Resignation. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the Corporation, by giving written notice to the president or to the board of directors. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal. Any officer may be removed at any time by the board of directors, or, in the case of assistant and other subordinate officers, by the board of directors or the president (whether or not such officer was appointed by the president) whenever in its or his judgment, as the case may be, the best interests of the Corporation will be served thereby, but
such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not in itself create contract rights.

Section 6. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors, or, if such office may be filled by the president as provided in Section 1 above, by the president, for the unexpired portion of the term.

Section 7. Authority and Duties. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the board of directors or these Bylaws (and in all cases where the duties of any officer are not prescribed by the Bylaws or by the board of directors, such officer shall follow the orders and instructions of the president), except that in any event each officer shall exercise such powers and perform such duties as may be required by law:

(a) President. The president shall, subject to the direction and supervision of the board of directors: (i) be the chief executive officer of the Corporation and have general and active control of its affairs and business and general supervision of its officers, agents and employees; (ii) unless there is a chairman of the board, preside at all meetings of the shareholders and the board of directors; (iii) see that all orders and resolutions of the board of directors are carried into effect; and (iv) perform all other duties incident to the office of president and as from time to time may be assigned to him by the board of directors.

(b) Vice-Presidents. The vice-president, if any (or if there is more than one then each vice-president), shall assist the president and shall perform such duties as may be assigned to him by the president or by the board of directors. The vice-president, if there is one (or if there is more than one then the vice-president designated by the board of directors, or if there be no such designation then the vice-presidents in order of their election), shall, at the request of the president, or in his absence or inability or refusal to act, perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. Assistant vice-presidents, if any, shall have such powers and perform such duties as may be assigned to them by the president or by the board of directors.

(c) Secretary. The secretary shall: (i) keep the minutes of the proceedings of the shareholders, the board of directors and any committees of the board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation; (iv) keep at the Corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all shareholders and the number and class of shares held by each, unless such a record shall be kept at the office of the Corporation's transfer agent or registrar; (v) have general charge of the stock books of the Corporation, unless the Corporation has a transfer agent; and (vi) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.
(d) **Treasurer.** The treasurer shall: (i) be the principal financial officer of the Corporation and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the board of directors; (ii) receive and give receipts and acquittances for moneys paid in on account of the Corporation, and pay out of the funds on hand all bills, payrolls and other just debts of the Corporation of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of the Corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the president and the board of directors statements of account showing the financial position of the Corporation and the results of its operations; (iv) upon request of the board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the board of directors or the president. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by the treasurer.

**Section 8. Surety Bonds.** The board of directors may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

**Section 9. Other Officers, Assistant Officers and Agents.** Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

**Section 10. Absence or Disability of Officers.** In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

**ARTICLE V**

**INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS**

**Section 1. Nature of Indemnity.** Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or a person of whom he is the legal representative, is or was a director or officer, of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be
indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the Colorado Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the Corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 of this Article V, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its board of directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Colorado Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Colorado Business Corporation Act, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusivity of Article V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter
acquire under any statute, provision of the Articles, these Bylaws, agreement, vote of
shareholders or disinterested directors or otherwise.

Section 4. Insurance. The Corporation may purchase and maintain insurance on its own
behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or
agent of the Corporation or was serving at the request of the Corporation as a director, officer,
employee or agent of another corporation, partnership, joint venture, trust or other enterprise
against any liability asserted against him or her and incurred by him or her in any such capacity,
whether or not the Corporation would have the power to indemnify such person against such
liability under this Article V.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this
Article V in defending a proceeding shall be paid by the Corporation in advance of such proceed-
ning’s final disposition unless otherwise determined by the board of directors in the specific case
upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if
it shall ultimately be determined that he or she is not entitled to be indemnified by the Corpora-
tion. Such expenses incurred by other employees and agents may be so paid upon such terms
and conditions, if any, as the board of directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing
provisions of this Article V and who are or were employees or agents of the Corporation, or who
are or were serving at the request of the Corporation as employees or agents of another
corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent
authorized at any time or from time to time by the board of directors.

Section 7. Contract Rights. The provisions of this Article V shall be deemed to be a
contract right between the Corporation and each director or officer who serves in any such
capacity at any time while this Article V and the relevant provisions of the Colorado Business
Corporation Act or other applicable law are in effect, and any repeal or modification of this
Article V or any such law shall not affect any rights or obligations then existing with respect to
any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article V, references to "the
Corporation" shall include, in addition to the resulting corporation, any constituent corporation
(including any constituent of a constituent) absorbed in a consolidation or merger which, if its
separate existence had continued, would have had power and authority to indemnify its directors,
officers, and employees or agents, so that any person who is or was a director, officer, employee
or agent of such constituent corporation, or is or was serving at the request of such constituent
corporation as a director, officer, employee or agent of another corporation, partnership, joint
venture, trust or other enterprise, shall stand in the same position under this Article V with
respect to the resulting or surviving corporation as he or she would have with respect to such
constituent corporation if its separate existence had continued.
ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Regulation. The board of directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the Corporation, including the appointment of transfer agents and registrars.

Section 2. Shares Without Certificates. Unless otherwise provided by the Articles or these Bylaws, the board of directors may authorize the issuance of any of its classes or series of shares without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation.

Section 3. Form. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the chairman of the board, the president or a vice-president and the secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such a certificate is countersigned (a) by a transfer agent or an assistant transfer agent other than the Corporation or its employee or (b) by a registrar, other than the Corporation or its employee, the signature of any such chairman of the board, president, vice-president, or secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. Shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the Corporation.

Section 4. Cancellation of Certificates. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificates shall be issued in lieu thereof until the former certificate for the same number of shares shall have been surrendered and cancelled, except as herein provided with respect to lost, stolen or destroyed certificates.
Section 5. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 6. Fixing a Record Date for Shareholder Meetings. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than seventy (70) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 7. Fixing a Record Date for Action by Written Consent. In order that the Corporation may determine the shareholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Colorado, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 8. Fixing a Record Date for Other Purposes. In order that the Corporation may determine the shareholders entitled to receive payment of any dividend or other distribution or
allotment or any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 9. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due the Corporation.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the Corporation and all notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a director of the Corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be
expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Colorado". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the Corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Transactions with the Corporation. The directors and officers of the Corporation may lend money to, act as surety for, and transact other business with the Corporation and shall have the same rights and obligations with respect thereto as a person who is not a director or officer of the Corporation, except that nothing contained in this section shall be construed to relieve a director or officer of the Corporation from any duties thereto.

Section 9. Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles, the Colorado Business Corporation Act or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Section 11. Amendments. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board of directors unless the Colorado Business Corporation Act or the Articles reserve such power exclusively to the shareholders in whole or in part or the shareholders, in amending or repealing a particular bylaw provision, provide expressly that the directors may not amend or repeal such bylaw.

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FIFTH AMENDED AND RESTATE OPERATING AGREEMENT 
OF 
ISLE OF CAPRI BLACK HAWK, L.L.C.

This Fifth Amended and Restated Operating Agreement of ISLE OF CAPRI BLACK HAWK, L.L.C. (this "Agreement"), effective as of May 2, 2019, is entered into by CCSC/BLACKHAWK, INC., a Colorado corporation (the "Member"). The Member, by execution of this Agreement, hereby continues a limited liability company pursuant to and in accordance with the Colorado Limited Liability Company Act (the "Act") and hereby agrees as follows:

1. **Name.** The name of the limited liability company is "Isle of Capri Black Hawk, L.L.C." (the "Company").

2. **Purpose.** The purpose to be conducted or promoted by the Company is to engage in any activity and to exercise any powers permitted to limited liability companies under the laws of the State of Colorado.

3. **Member and Managers.** The name and business or mailing addresses of the Member and the Managers are set forth on Schedule I attached hereto. The Managers shall have the right to update Schedule I from time to time to reflect any changes, including without limitation, the addition of any member or changes in the Managers.

4. **Powers.** The business and affairs of the Company shall be managed by or under the direction of the Managers. The Managers shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Colorado. The Managers may from time to time appoint persons to act on behalf of the Company and may hire employees and agents and appoint officers to perform such functions as from time to time shall be delegated to such employees, agents and officers by the member. The Managers (and any individual appointed by the Managers) are hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the articles of organization of the Company (and any amendments and or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any state or other jurisdiction in which the Company conducts business.

5. **Capital Contributions.** The Member, and any additional member, may make, but are not required to make; future contributions to the Company in cash or other property in its discretion.

6. **Distributions.** Distributions may be made to the Member at the times and in the aggregate amounts determined by the Member. Such distributions shall belong to the Member.

7. **Admission of Additional Members.** No person may be admitted to the Company as a member without the prior written consent of the Member and executing a joinder to this agreement.
8. **Liability of Member.** The Member, and any additional member, shall not have any liability for the obligations or liabilities of the Company except to the extent provided by law.

9. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Colorado, all rights and remedies being governed by said laws.

10. **Tax Classification.** It is intended for the Company to be treated as disregarded as a separate entity from the Member for U.S. federal income tax purposes. No election will be made to treat the Company as an association taxable as a corporation for U.S. federal income tax purposes.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Fourth Amended and Restated Operating Agreement as of the date and year first written above.

CCSC/Blackhawk, Inc., a Colorado corporation

By: 

Name: Edmund L. Quatmann; Jr.
Title: Executive Vice President,
Chief Legal Officer and Secretary

Being the sole member of Isle of Capri Black Hawk, L.L.C.
**SCHEDULE I**

**MEMBER:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSC/Blackhawk, Inc.</td>
<td>340 Main St.</td>
</tr>
<tr>
<td></td>
<td>Black Hawk, CO 80422</td>
</tr>
</tbody>
</table>

**MANAGERS:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas R. Reeg</td>
<td>100 W. Liberty Street, Suite 1150</td>
</tr>
<tr>
<td></td>
<td>Reno, NV 89501</td>
</tr>
<tr>
<td>Anthony L. Carano</td>
<td>100 W. Liberty Street, Suite 1150</td>
</tr>
<tr>
<td></td>
<td>Reno, NV 89501</td>
</tr>
</tbody>
</table>
VIA FEDEX

May 23, 2019

City of Black Hawk
Attn: Michele Martin, Deputy City Clerk
201 Selak Street
Black Hawk, CO 80422

Re: CHANGE OF CLASS/HOTEL & RESTAURANT LICENSE
Isle of Capri Black Hawk, L.L.C. dba Isle Casino Hotel Black Hawk
401 Main Street, Black Hawk, CO 80422
Attorney: Kevin M. Coates
Paralegal: Lindsey Sitz

Dear Michele:

Kevin M. Coates, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicant and requests all communications and correspondence regarding this matter to be directed to Kevin Coates and/or his paralegal, Lindsey Sitz.

Therefore, on behalf of our client, Isle Casino Hotel Black Hawk, we respectfully submit this application for a change of class from Retail Gaming Tavern license to a Hotel and Restaurant liquor license at 401 Main Street and request a concurrent review.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Lindsey at (303) 282-4145 or by e-mail at lsitz@dillanddill.com.

Sincerely,

Kevin M. Coates
Attorney for Applicant
Reasonable requirements:

There are eight (8) active Hotel & Restaurant class liquor licenses in Black Hawk:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Liquor License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ameristar Casino Black Hawk</td>
<td>111 Richman St., Black Hawk, CO 80442</td>
<td>41-92784-0001</td>
</tr>
<tr>
<td>Gilpin Hotel Casino</td>
<td>111 Main St., Black Hawk, CO 80422</td>
<td>12-21159-0000</td>
</tr>
<tr>
<td>Lady Luck Hotel &amp; Parking Garage</td>
<td>333 Main St., Black Hawk, CO 80422</td>
<td>03-00732</td>
</tr>
<tr>
<td>Lodge Casino at Black Hawk The</td>
<td>240 Main St., Black Hawk, CO 80422</td>
<td>14-33682-0000</td>
</tr>
<tr>
<td>Monarch Casino Blackhawk</td>
<td>488 Main St., Black Hawk, CO 80422</td>
<td>14-32678-0000</td>
</tr>
<tr>
<td>Red Dolly Casino</td>
<td>530 Gregory St., Black Hawk, CO 80422</td>
<td>07-18896-0000</td>
</tr>
<tr>
<td>Saratoga Casino Black Hawk</td>
<td>101 Main St., Black Hawk, CO 80422</td>
<td>03-00997</td>
</tr>
<tr>
<td>Z Casino</td>
<td>101 Gregory St., Black Hawk, CO 80422</td>
<td>14-46003-0000</td>
</tr>
</tbody>
</table>

There are also eight (8) active Retail Gaming Tavern class licenses in Black Hawk.

Needs & Desires:

The petition and survey by Oedipus shows there is a need and desire for another hotel and restaurant class license to be issued.

Resources:

There is no expected increase in law enforcement resources. The establishment is already operating; this is a change of class only.
12 July 2019

Ms. Michele Martin, Deputy City Clerk
City Clerk’s Office, Black Hawk
201 Selak Street
Black Hawk, CO 80422

Isle Casino Hotel Black Hawk
401 Main Street, Black Hawk, CO 80422
Hotel & Restaurant Liquor License

Dear Ms. Martin,

Find enclosed four (4) petition packets circulated by Oedipus, Inc. (businesses & residences), together with our Report. Generally, our results are:

<table>
<thead>
<tr>
<th>Hotel &amp; Restaurant Liquor License</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Signatures Favoring Issuance</td>
<td>1 Deleted</td>
</tr>
<tr>
<td>Businesses: 8; Residences: 16</td>
<td></td>
</tr>
<tr>
<td>0 Signatures Opposing Issuance</td>
<td>0 Deleted</td>
</tr>
<tr>
<td>Businesses: 0; Residences: 0</td>
<td></td>
</tr>
<tr>
<td>24 Total Signatures</td>
<td>1 Deleted</td>
</tr>
</tbody>
</table>

Max Scott will be attending the upcoming Public Hearing scheduled for the 24th of July 2019 at 3:00 p.m. to testify on the survey methodology and results. Should have any questions in the meantime, please call.

Respectfully,

Tina L. Scott
Oedipus, Inc.

Encl: Four (4) Petition Packets
      Original Report

cc: Lindsey Sitz, Licensing Specialist, Dill Dill Carr Stonbraker & Hutchings, PC
    Cynthia Payne, Regulatory & Compliance Officer, Isle Casino Hotel and Lady Luck Casino

Via: Federal Express: 8146 8679 0096
24 July 2019

Local Licensing Authority
Black Hawk, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires of the Defined Neighborhood in the Application of:

Isle Casino Hotel Black Hawk
401 Main Street, Black Hawk, CO 80422
Hotel & Restaurant Liquor License

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employees were briefed on the application.

2. The employees carried a clipboard with the following:
   
   A. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
   
   B. A stat sheet to record the opinion of those not signing and not-at-homes.

3. Business and residential petitioning was conducted on 8 July 2019 within the neighborhood defined as the city limits of the City of Black Hawk, Colorado.

4. Individuals were contacted on a random sampling basis, were screened to identify them as qualified parties-in-interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.

5. Four (4) petition packets (two packets representing businesses and two packets representing residences), together with a Summary Letter and this Report were prefiled via Federal Express with the office of Ms. Michele Martin, CMC, Deputy City Clerk for the City of Black Hawk, to comply with her prefiling deadline.
PETITION/OPINION POLL RESULTS

1. Total Door Knocks:
   Not-at-Homes and/or Business Owners/Managers Not Available 31
   Not Qualified to Sign 5
   Preferred to Not Participate 10
   Parties in Interest that Participated 24
   Deleted Signatures 1
   Total Base Figure 71

2. Qualified Contacts:
   C. Signatures
      Signatures Favoring Issuance 24
         Businesses 8
         Residences 16
      Signatures Opposing Issuance 0
         Businesses 0
         Residences 0
      Total Contacts 24

3. Needs and Desires Signatures:
   Signatures Favoring Issuance (Based on Needs/Desires) 24 = 100.00%
   Signatures Opposing Issuance (Based on Needs/Desires) 0 = 0.00%
   Total Base Figure 24 = 100.00%

The petition packets are presented as follows: Cover map, petitions, and affidavit.

#1 & #2 / Joseph Smith / Businesses & Residences
#3 & #4 / Mark Steffek / Businesses & Residences
RESIDENTIAL PETITIONS

ISLE CASINO HOTEL BLACK HAWK

Hotel & Restaurant
Liquor License
The petition is for the issuance of a restaurant liquor license. The applicant is proposing a restaurant at the address of 40 Main Street, Black Hawk, CO 80422, and the name of the establishment is 'Black Hawk Casino Hotel.' The petition is signed by the applicant, and the signature is dated 7-8-19. The petition is directed to the Colorado Liquor and Tobacco Division, Department of Agriculture, and the Division of课题 and Tobacco Control, Department of Public Health and Environment.
I, JOSEPH SMITH, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.

CIRCULATOR - Signature

CIRCULATOR - Printed Name

STATE OF COLORADO ) ss.
COUNTY OF BOULDER )

Subscribed and sworn to before me this 8th day of JULY, 2019.

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026
RESIDENTIAL PETITIONS

ISLE CASINO HOTEL BLACK HAWK

Hotel & Restaurant
Liquor License
<table>
<thead>
<tr>
<th>Petitioner</th>
<th>Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>114 Case St</td>
<td></td>
</tr>
<tr>
<td>City Manager</td>
<td>397 E 8th St</td>
<td></td>
</tr>
<tr>
<td>Property Manager</td>
<td>114 Main St</td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td>114 Case St</td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td>114 Main St</td>
<td></td>
</tr>
</tbody>
</table>

**Petition for License to Sell Alcohol**

- **Reason**: Reopening of the premises after a period of closure due to public health restrictions.
- **Supporting Information**:
  - Approval from the local health department.
  - Compliance with all local and state guidelines.
  - Safety measures in place, including social distancing and sanitization protocols.

**Contact Information**

- **Petitioner**: Black Hawk Hotel, 114 Main St, Black Hawk, CO 80422
- **Manager**: John Doe
- **Phone**: 555-1234
- **Email**: info@blackhawkhotel.com
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Age</th>
<th>Today's Date</th>
<th>Reason for Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. John Doe</td>
<td>123 Main St, Anytown, CA</td>
<td>35</td>
<td>10/10/2023</td>
<td>Business Expansion</td>
</tr>
</tbody>
</table>

Please write in your reason why you oppose this license application.

If you oppose and do not support this application for a hotel & restaurant liquor license, please sign and check the opposite column.

**FORWARDED FOR REVIEW**

1. Name of first aider and last name. No individual may be another individual.
2. Name of first aider and last name. No individual may be another individual.

**PETITION TO THE LICOR LICENSING AUTHORITY OF BLACK HAWK**
ISLE OF CAPRI BLACK HAWK, L.L.C., dba
ISLE CASINO HOTEL BLACK HAWK

401 MAIN STREET
BLACK HAWK, CO 80422

HOTEL & RESTAURANT LICENSE

I, MARK STEFFEK, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.

CIRCULATOR - Signature

CIRCULATOR - Printed Name

STATE OF COLORADO ) ss.
COUNTY OF BOULDER )

Subscribed and sworn to before me this 8th day of JULY, 2019.

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026

©Oedipus, Inc., P.O. Box 1012, Lafayette, CO 80026
BUSINESS
PETITIONS

ISLE CASINO HOTEL BLACK HAWK

Hotel & Restaurant
Liquor License
<table>
<thead>
<tr>
<th>Number</th>
<th>Signature</th>
<th>Date</th>
<th>Warehouse Address</th>
<th>Business Name</th>
<th>License Type</th>
<th>License No.</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
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<td>5</td>
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<tr>
<td>6</td>
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</tr>
</tbody>
</table>

**Petition to the Liquor Licensing Authority of Black Hawk**

Requesting the issuance of a new #1-3 license to the Black Hawk Club, located at 301 Main Street, Black Hawk, for the following purposes:

1. To serve alcoholic beverages for consumption on the premises.
2. To distribute alcoholic beverages for sale on the premises.
3. To serve alcoholic beverages for consumption off the premises.

Applicant's Name: [Signature]

Date: [Date]

Please sign and print your name.
ISLE OF CAPRI BLACK HAWK, L.L.C., dba ( )
ISLE CASINO HOTEL BLACK HAWK ( )
401 MAIN STREET ( )
BLACK HAWK, CO 80422 ( )
HOTEL & RESTAURANT LICENSE ( )

I, __JOSEPH SMITH__, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.

__________________________
CIRCULATOR - Signature

__________________________
CIRCULATOR - Printed Name

STATE OF COLORADO ) ss.
COUNTY OF BOULDER )

Subscribed and sworn to before me this ___ day of ___ JULY ___, 2019.

__________________________
Tina Latina Scott
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

©Oedipus, Inc., P.O. Box 1012, Lafayette, CO 80026
BUSINESS
PETITIONS

ISLE CASINO HOTEL BLACK HAWK

Hotel & Restaurant
Liquor License
<table>
<thead>
<tr>
<th>Business Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Nong&quot;a</td>
<td>X</td>
<td>10/8/19</td>
</tr>
<tr>
<td>13A Clear Creek</td>
<td></td>
<td>8-19</td>
</tr>
<tr>
<td>Eagle Mart</td>
<td>X</td>
<td>10-8-19</td>
</tr>
</tbody>
</table>

Please sign and print your name:

**Signature**

**Printed Name**

**Date**
I, __MARK STEFFEK__, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

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THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.

_\Signature\_

CIRCULATOR - Signature

_\Printed Name\_

CIRCULATOR - Printed Name

STATE OF COLORADO ) ss.
COUNTY OF BOULDER )

Subscribed and sworn to before me this ____8th____ day of ____JULY____, 2019.

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026
Good morning!

For the 24th..

Sent from my IPhone...

Begin forwarded message:

From: Tom Feeney <tlfeeneyll@gmail.com>
Date: July 22, 2019 at 5:17:32 AM MDT
To: mgreiner@cityofblackhawk.org
Subject: 24th City Council

Dear Major Spellman and Council Members. I am unable to attend this meeting. Therefore I am supporting the license request by the Isle. They have strong leadership in our community. Best regards, Tom Feeney
COUNCIL BILL 15
ORDINANCE 2019-15
AN ORDINANCE
APPROVING AN
INTERGOVERNMENTAL
AGREEMENT FOR THE
2019 SPECIAL ELECTION
BETWEEN THE CITY OF
BLACK HAWK AND
GILPIN COUNTY BY THE
GILPIN COUNTY CLERK
AND RECORDER
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB15
ORDINANCE NUMBER: 2019-15

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE 2019 SPECIAL ELECTION BETWEEN THE CITY OF BLACK HAWK AND GILPIN COUNTY BY THE GILPIN COUNTY CLERK AND RECORDER

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement for the 2019 Special Election between the City of Black Hawk and Gilpin County, Colorado by the Gilpin County Clerk and Recorder, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 24th day of July, 2019.

__________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Intergovernmental Agreement with Gilpin County for 2019 Special Election for coordinating only insofar as the ballot issue notice in the ballot issue notice packet.

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

MOTION TO APPROVE Council Bill 15, An Ordinance Approving An Intergovernmental Agreement for the 2019 Special Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk will be conducting a Special Election on November 5, 2019 to be conducted as an independent polling place election. The election will include a TABOR issue that the City is requesting the County to coordinate only insofar as the ballot issue notice in the ballot issue notice packet as per C.R.S. § 1-7-905 and 1-7-906.

AGENDA DATE: July 24, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: Administrative Services Election Line Item

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: IGA

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

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

Stephen N. Cole
City Manager
INTERGOVERNMENTAL AGREEMENT
FOR 2019 COORDINATED BALLOT ISSUE NOTICE

THIS AGREEMENT is entered into by and between Gilpin County, by the Gilpin County Clerk and Recorder, hereinafter referred to as "Clerk," and the City of Black Hawk, A Home Rule city hereinafter referred to as "City" (each a "Party" and collectively, the "Parties").

The City plans to conduct a special election on November 5, 2019 ("Special Election") pursuant to its statutory authority and constitutional authority, and

The City will have a ballot issue in that Special Election subject to Colorado Constitution Article X, §20 requirements; and;

The Parties desire to coordinate regarding the Special Election only to the limited extent of the Clerk providing services to the City under C.R.S. §§ 1-7-905 and 1-7-906.

In this regard, the Clerk has agreed to perform the ordering and completeness certification of the ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1) and (2); and

Other than to this limited extent, the City and the Clerk will not otherwise coordinate regarding the Special Election, which shall be conducted solely by the City pursuant to its authority as a home rule city.

This agreement is authorized by C.R.S §§ 29-1-203 and 1-1-111(3).

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

Purpose. Pursuant to the terms of this agreement, the Clerk and the City agree to coordinate the ordering and completeness certification of the City's ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1) for the Special Election.

Designation of Officials. The County Clerk, Sharon McCormick, will act as the primary liaison between the City and the Clerk for coordinating these matters. The City designates Melissa Greiner, City Clerk, CMC, as its primary liaison between the City and Clerk for coordinating these matters.

Division of Responsibilities. The Clerk is responsible for ordering and certifying as complete the ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1). The City is responsible for all other duties and required tasks concerning the ballot issue notices and Special Election. The City is responsible for the accuracy and legality of the information which it furnishes to the Clerk, and shall defend and indemnify the Clerk, for any claims or liability arising therefrom including costs, expenses and attorney fees.

Ballot Issue Notices. The City shall provide the ballot issue notice including all information required by law including, but not limited to, pro and con summaries and fiscal information, to the Clerk no later than 12:00 o'clock noon on September 23, 2019, pursuant to C.R.S. §1-7-904. By that same date, the City shall provide the Clerk with a list of out-of-county voters -- active registered electors who do not reside within the County for purposes of mailing notice pursuant to C.R.S. § 1-7-906(2). The City shall be solely responsible for the notice’s preparation, accuracy, and the language contained therein. The information and pro and con summaries provided by the City to the Clerk must be provided in Microsoft Word document format, attached in an e-mail to the Clerk at elections@gilpincounty.org. At least thirty (30)
days before the election, the Clerk shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law pursuant to C.R.S. § 1-7-906(1) as well as active registered electors who do not reside in the County pursuant to C.R.S. § 1-7-906(2), but in any case not later than October 4, 2019, as required pursuant to Article X Section 20 (3) (b) of the Colorado Constitution. The City, however, shall be responsible for contacting the Gilpin County Assessor’s Office to obtain a list of out-of-county voters, and must provide that information to the Clerk so that the Clerk can timely mail the required notice to each address of active registered electors who do not reside within the County pursuant to C.R.S. §1-7-906(2).

Payment of Costs. The City shall pay the Clerk for the City’s portion of the actual costs of services, supplies, and mailing incurred by the County in performing under this Agreement within twenty (20) days of receipt of the Clerk’s invoice therefore.

General Provisions. This Agreement may be amended only in writing and following the same formality as the execution of this Initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.

In the event of any challenge or other legal action contesting the election or relating to the conduct of the election concerning the City’s ballot issues, the City shall bear all costs of the City and the Clerk of defending such challenge or responding to such other legal action, and of any liability resulting therefrom including costs, expenses and attorney fees. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the City shall pay the actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the Clerk or of only the City made necessary the new election or other procedure, the responsible Party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective this ___ day of __________, 2019.

GiLPIN COUNTY

By: ________________________________
    Sharon McCormick
    Clerk and Recorder
    Date: ________________________________

Attest: ________________________________

By: ________________________________
    Linda Isenhart, Chair
    Board of County Commissioners
    Date: ________________________________

Attest: ________________________________

CITY OF BLACK HAWK

By: ________________________________
    David D. Spellman
    Mayor
    Date: ________________________________

Attest: ________________________________
RESOLUTION 47-2019
A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE CMGC CONTRACT EXECUTED ON MAY 22, 2019, BETWEEN THE CITY OF BLACK HAWK AND TAYLOR KOHRS LLC, AND THEREFORE ACCEPTING THE GUARANTEED MAXIMUM PRICE (GMP) OF NOT TO EXCEED $2,599,631.00 PLUS 5% CITY CONTINGENCY FOR CONSTRUCTION OF THE HIDDEN TREASURE TRAILHEAD PROJECT FOR A TOTAL OF $2,699,631.00
STATE OF COLORADO  
COUNTY OF GILPIN  
city of black hawk  
Resolution No. 47-2019

TITLE:  A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE CMGC CONTRACT EXECUTED ON MAY 22, 2019, BETWEEN THE CITY OF BLACK HAWK AND TAYLOR KOHRS LLC, AND THEREFORE ACCEPTING THE GUARANTEED MAXIMUM PRICE (GMP) OF NOT TO EXCEED $2,599,631.00 PLUS 5% CITY CONTINGENCY FOR CONSTRUCTION OF THE HIDDEN TREASURE TRAILHEAD PROJECT FOR A TOTAL OF $2,699,631.00

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

Section 1. The City Council hereby approves Amendment No. 2 to the CMGC contract executed on May 22, 2019 between the City of Black Hawk and Taylor Kohrs LLC, and therefore accepting the Guaranteed Maximum Price (GMP) of Not to exceed $2,599,631.00 plus 5% City contingency for the Hidden Treasure Trailhead Project for a total of $2,699,631.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of July, 2019.

_______________________________  
David D. Spellman, Mayor

ATTEST:

______________________________  
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 47-2019, a Resolution approving Amendment No. 2 to the CMGC contract with Taylor Kohrs dated May 22, 2019, and therefore accepting the GMP of not to exceed $2,599,631.00 plus 5% City contingency for construction of the Hidden Treasure Trailhead project for a total of $2,699,631.00.

RECOMMENDATION: If City Council chooses to approve Resolution 47-2019, the recommended motion is as follows: “Approve Resolution 47-2019, a Resolution approving Amendment No. 2 to the CMGC contract executed on May 22, 2019 between the City of Black Hawk and Taylor Kohrs LLC, and therefore accepting the guaranteed maximum price (GMP) of not to exceed $2,599,631.00 plus 5% City contingency for construction of the Hidden Treasure Trailhead project for a total of $2,699,631.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER: City Council approved a CMGC contract with Taylor Kohrs to complete the Hidden Treasure Trailhead project on May 22, 2019. The initial CMGC contract authorized Taylor Kohrs to proceed with preconstruction services, Council was made aware that an Amendment to accept the GMP for construction would be forthcoming.

Due to the tight timeframes necessary to construct this improvement yet this year, Amendment 1 was ratified at the June 26th council meeting to provide a deposit and secure a production slot for the bridge for an early October 2019 delivery. We are still waiting for permits from CDOT but everything has been submitted.

This GMP of $2,599,631 establishes the maximum price of the project and includes preconstruction costs originally approved by City Council. There are several late added design elements that are still underway including electrical and site lighting and would request that Council authorize an additional 5% contingency for the City’s use in adjusting for any changes from the GMP plans. A new XCEL service will be required at this location as well as for any additional last minute CDOT permitting requirements.

Total requested authorization for the construction $2,699,631.00.


WORKSHOP DATE: July 24, 2019

ORIGINATED BY: Tom Isbester

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: GMP Amendment 2, Exhibit A proposal.

CITY ATTORNEY REVIEW: [ ]Yes [X]No [ ]N/A INITIALS__________
Date: 7/19/19

RE: Blackhawk Hidden Treasure Trailhead GMP

Mr. Tom Isbester, PE Director of Public Works,

Thank you for the opportunity to propose on this project. Please see attached documents and qualification below. Please do not hesitate to contact us if you have questions.

Qualifications

1. Proposal includes General Liability Insurance.
2. Proposal includes Builders Risk Insurance.
3. Permits and fees have not been included.
4. All sales taxes are excluded.
5. General conditions include Full-time supervision when work is being performed.
6. We made ourselves familiar with the project with multiple site visits.
7. Temporary power wiring and lighting will be provided by our electrical subcontractor.
8. Pricing has been provided based on standard wages.
9. Special inspections/testing and fees are by Owner.
10. Design and engineering is excluded.
11. Payment and Performance Bonds are included.
12. Weather protection, temporary heat, dewatering and snow removal are excluded at this time.
13. Water and electrical usage costs are assumed to be provided and paid by Owner from existing utility services. Our subcontractors will provide means of temporary services for construction.
14. Hazardous materials testing, monitoring and abatement is excluded.
15. Portable construction toilets and dumpster shall be provided by Taylor Kohrs as required.
16. Removal, screening, modifications and or replacement of unforeseen unsuitable soils are excluded.
17. Construction contingency is included at 2.50% for Taylor Kohrs use.
18. This proposal is based on one (1) mobilization.
20. We have not included any of the specified CDOT Field Laboratories and Field Offices.
21. All tabulated pay item quantities are for reference only.
22. Any and all work associated with Xcel to be coordinated, paid and completed by Owner. Taylor Kohrs will assist with onsite coordination and schedule of work as needed during construction.
23. We have included erosion control devices per the SWMP.
24. We have included one (1) temporary bridge crossing and associated stream protection for construction access which will be removed upon the completion of the project.

25. Temporary construction access and potential tree removal has been included to access West-side Bridge Abutment and associated work.

26. We have included traffic control.

27. We have assumed all organic material from the Muck Excavation will be disposed of near the Blackhawk Post Office.

28. We have included removal of one (1) existing wood bridge only. All existing timber abutments will remain on site.

29. We have excluded dewatering.

30. We have not included blasting of any rock.

31. We have not included repairs to existing waterlines or drainage.

32. We have not included any irrigation for the site.

33. We have included one (1) sleeve for future irrigation/electrical use.

34. Standard 32 gallon cans and liners are not included for site amenities.

35. We have included standard weight gray concrete with broom finish for the bridge platform; this concrete will not be integral colored.

36. We have included integral colored broom finish concrete at Gathering Area Pad and Concrete trails.

37. We have included 6” thick Class D concrete for leveling pad at the retaining wall.

38. We have included handicap signs, van accessible signs, park rules sign and Hidden Treasure Trailhead Sign as identified on sheet 14. All other signage is excluded.

39. We have not included any signage for new Kiosk, per the documents these are to be installed in the future by others.

40. We have included 285 lineal feet of pedestrian railing installed above the retaining wall in sleeves as detailed on sheet 46.

41. We have not included any additional railings or fencing for this site.

42. We have included Redi-Rock Ledgestone Retaining wall with engineering for the wall.

43. We have included 3” void form directly adjacent to abutment 2 only, the void form will not be the entire length of the wall.

44. We have included geotextile reinforcing at the abutment only, all other areas will not require GRS per the retaining wall engineer of record.

45. We have included rustification on wing wall B only, we are assuming 12” spacing for the rustification.

46. We have not included repairs or restoration of the existing condition at the existing location of the Hawk Sculpture.

47. We have included anti-graffiti coatings on the front and side of both abutments only; all other anti-graffiti coatings are excluded.

48. We have included g-90 deck forms to be painted on the underside with a two coat system, primer coat of recoatable epoxy primer by Sherwin Williams, color grey and a finish coat of Acrolon 218 HS Acrylic Polyurethane by Sherwin Williams, color to be selected by Owner.

49. We have included bolt on weathering steel side dam extensions to a height of 6” above decking.
50. We have included 1.5” x 1.5” angled steel horizontal safety railings with 4” maximum openings and railing height of 5’-0” at ends of bridge stepping to 8’-0” at center third of bridge.
51. We are assuming each Diecut “Hawk” sign will weigh no more than 500 pounds.
52. Light fixtures C and D are not included at this time. These light fixtures will be handled as a change order to the GMP once specifications are identified.
53. New Transformer from Xcel has not been included.
54. We have included power to the new Kiosk for future use of Owner supplied and Owner installed signage.
55. We have not included any power to the new restroom building, it is our assumption this building will not require to be tied into city power.
56. We have not included any panels or additional lighting controls as design intent is unknown at this time.

(End of Document)
## Project Summary Sheet

**Project Title**: Blackhawk Hidden Treasure Trailhead  
**July 19, 2019**

**Project Address**: State HWY 119 (Mile Marker 8)  
**2019-017**

**Bidders Name**: Taylor Kohrs  
**Estimator**: Trevor Vance  
**Phone**: 303-928-1800

<table>
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<tr>
<th>DIVISION</th>
<th>DESCRIPTION</th>
<th>GRAND TOTAL</th>
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<tr>
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<td>Survey</td>
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<tr>
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<td>Demolition</td>
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<td>2</td>
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<tr>
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<td>Soil Erosion Protection</td>
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<td>Site Furnishings</td>
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<td>Landscaping &amp; Irrigation</td>
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<td>Preconstruction Fee</td>
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<td>Contingency (2.5%)</td>
<td>$62,867</td>
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**Total** | **$2,599,631**

**GRAND TOTAL (GMP 7.19.19)**
## Estimate Detail Sheet

**Project Name:** Blackhawk Hidden Treasure Trailhead  
**Project No.:** 2019-017

<table>
<thead>
<tr>
<th>Code</th>
<th>Trade Code Description</th>
<th>Price</th>
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<td>Site Totals</td>
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<td>1505</td>
<td>Traffic Control &amp; Devices</td>
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<td>2005</td>
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<td>2275</td>
<td>Soil Erosion Protection</td>
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<td>2505</td>
<td>Pedestrian Bridge</td>
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<td>Site Utilities</td>
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<td>Fence &amp; Gates</td>
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<td>Site Masonry</td>
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<td>2825</td>
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<td>2835</td>
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<td>SUBTOTAL OF ALL TRADE COSTS</td>
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<td>Preconstruction Fee</td>
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<td>Taxes (Tax Exempt)</td>
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<td>Contingency</td>
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<td>Permits-P&amp;P Bonds-Taxes-Contingency SUBTOTAL</td>
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<td>103</td>
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<td>$2,599,631</td>
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</tbody>
</table>

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This estimate highlights the costs associated with various trades and services for the Blackhawk Hidden Treasure Trailhead project. The site totals amount to $2,194,377, with specific breakdowns for each trade category, including traffic control, demolition, excavation, surveying, and more. The general conditions cost $196,908, and the total includes subtotals for permits, taxes, and contingency at $84,962, totaling $2,599,631 for all trades and services.
AMENDMENT NO. 2
ACCEPTANCE OF GMP

City of Black Hawk Hidden Treasure Trailhead Project
July 24, 2019

This Amendment to the Agreement between the parties signing below shall establish the jointly agreed scope of Work, Schedule, and Guaranteed Maximum Price, in accordance with the terms of the CMGC Agreement dated May 22, 2019. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

A.1. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price for this phase of the Work, including the Preconstruction Cost, Construction Costs, Accepted Alternates, and the CMGC’s Construction Fee, is **Two Million Five Hundred Ninety Nine Thousand Six Hundred Thirty One Dollars ($2,599,631)**, which is the maximum amount payable for the performance of this phase of the Work in accordance with the Contract Documents, including this Amendment and its incorporated Exhibits as follows:

<table>
<thead>
<tr>
<th>Cost of Work, Base Bid:</th>
<th>$2,599,631</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Cost of Work, Accepted Allowances:</td>
<td></td>
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<tr>
<td>- Guaranteed Maximum Price:</td>
<td>$2,599,631</td>
</tr>
</tbody>
</table>

Exhibit “A” – Guaranteed Maximum Price
Exhibit “B”- CMGC Phase Schedule
Exhibit “C”- Final plans dated June 19, 2019, specs dated July 1, 2019, Geotech report dated July 7, 2017 addenda #1 dated 7-1-2019 w/ dwgs, Addenda #2 dated 7-8-19 excluding revised specs dated 7-16-19 are incorporated by reference

A.2. CONTRACT TIME

The date of Substantial Completion has been established to be December 31, 2019.

A.3. AUTHORIZATION TO PROCEED

Based on the representations made herein, the CMGC is hereby authorized to:
1) Conclude negotiations with bidders and notify Owner of the intent to award subcontracts in accordance with the Agreement;
2) Commence construction in accordance with the Agreement pending procurement of required insurance, bonds and subcontractor registrations, and permits.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________________

David D. Spellman, Mayor

ATTEST:

__________________________________________

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

__________________________________________

Corey Y. Hoffmann, City Attorney

Taylor Kohrs, LLC

By: ____________________________________________

Name: Scott M Kohrs

Title: President

STATE OF COLORADO}

}) ss.

COUNTY OF _______ Adams ________}

The foregoing instrument was acknowledged before me this 22nd day of July 2019, by Scott M Kohrs, President of Taylor Kohrs LLC.

My commission expires: 06/09/2020

Witness my hand and official seal.

Notary Public

DENE DeWerff

STATE OF COLORADO

NOTARY PUBLIC

NOTARY ID 20004017002

MY COMMISSION EXPIRES 06/09/2020
RESOLUTION 48-2019
A RESOLUTION
APPROVING THE
SUPPLEMENTAL CHANGE
ORDER TO THE
PROFESSIONAL SERVICES
AGREEMENT FOR THE
HIDDEN TREASURE
TRAILHEAD PROJECT FOR
CONSTRUCTION
ADMINISTRATION
SERVICES WITH STOLFUS
AND ASSOCIATES, INC. IN
THE AMOUNT NOT TO
EXCEED $210,283.00
TITLE: A RESOLUTION APPROVING THE SUPPLEMENTAL CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE HIDDEN TREASURE TRAILHEAD PROJECT FOR CONSTRUCTION ADMINISTRATION SERVICES WITH STOLFUS AND ASSOCIATES, INC. IN THE AMOUNT NOT TO EXCEED $210,283.00

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

Section 1. The City Council hereby approves the supplemental change order to the Professional Services Agreement for the Hidden Treasure Trailhead Project Construction Administration Services with Stolfus and Associates, Inc. in the amount not to exceed $210,283.00.

RESOLVED AND PASSED this 24th day of July, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 48-2019, a Resolution awarding a change order to the professional services agreement with Stolfus and Associates and authorizing the Mayor to execute the same for the Hidden Treasure Trailhead Construction Administration.

RECOMMENDATION: If City Council chooses to approve Resolution 48-2019, the recommended motion is as follows: "Approve Resolution 48-2019, a Resolution approving the supplemental change order to the Professional Services Agreement for the Hidden Treasure Trailhead project for construction administration services with Stolfus and Associates, Inc. in the amount not to exceed $210,283.00."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Hidden Treasure Trailhead Project is ready to begin. Back on January 9th when the final design phase of work was resurrected and additional design work started, council was made aware that staff would be back to request authorization for Construction Administration assistance concurrent with the construction price authorization. Since that time the project has morphed into a CMGC contract with a GMP. This change helped to speed up the overall timeline of the work, but also required plans and specs to be reworked to facilitate this method of project delivery. Additional scope changes have occurred since January as well. This Change order will provide for daily on-site observation by either the designer, structural engineer, electrical, or the geotechnical engineer as necessary depending on the phase of work. This inspection is critical due to nature of the work and bridge over the highway and requires specialized expertise. This will also provide for quicker responses for any field changes required by differing site conditions.

FUNDING SOURCE: Hidden Treasure Trailhead 203-0000-502-58-16

WORKSHOP DATE: July 24, 2019

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: same

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: Scope of services & change order

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Stephen N Cole, Acting City Manager
July 22, 2019

Mr. Tom Isbester  
City of Black Hawk  
987 Miners Mesa Road  
P.O. Box 68  
Black Hawk, CO 80422

Re: Hidden Treasure  
Construction Services Proposal

Dear Tom:

Stolfus & Associates, Inc. (Stolfus) is pleased to amend our current contract with the City of Black Hawk to include construction administration, inspection, materials testing, and design services during construction. In addition, in accordance with CDOT’s requirements, the addition of a paleontological museum file search is also included in this scope of services.

Stolfus will provide as-needed construction support during construction activities. These activities may include:

- review of Contractor submittals,
- responses to requests for information (RFI’s) during construction,
- minor plan revisions,
- coordination with CDOT during construction

Plan revisions include minor changes to plans due to unknown or changed conditions, but do not include revisions required for major changes of design concepts. It is assumed that the majority of coordination will be done remotely via telephone and email. Up to three field meetings, including a punch list walk, five weekly meetings via conference call, and an in-person pre-construction meeting are included in this scope of services.

The Stolfus Team understands that the Contractor is responsible for jobsite safety, construction means, methods, sequencing, techniques and procedures for performing, coordinating and supervising the work.

The attached scope of services from Clanton & Associates details the scope of work for design services for construction related to lighting and electrical items.

The attached scope of services from Michael Baker details the scope of work for construction administration, inspection, materials testing and design services during construction. Michael Baker will provide day-to-day administration of the project. Yeh and Associates will support Michael Baker with materials testing.

Finally, the attached scope of services from Pinyon details the scope of work for a paleontological museum search in support of the CDOT environmental clearance process.
Mr. Tom Isbester  
July 22, 2019  
Page 2

It is estimated that the fee for the work is as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stolfus</td>
<td>$21,500</td>
</tr>
<tr>
<td>Clanton</td>
<td>$3,250</td>
</tr>
<tr>
<td>Michael Baker (including Yeh)</td>
<td>$182,805</td>
</tr>
<tr>
<td>Pinyon</td>
<td>$2,728</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$210,283</strong></td>
</tr>
</tbody>
</table>

Based on these dollar amounts, we respectfully request an amendment for an additional “Not to Exceed” limit of $210,283 which we will not charge beyond without prior approval. With this amendment, the total contract value will be ($535,463.50).

Thank you again for the opportunity to work together on this project. Please call me if you have any questions.

Very Truly Yours,

STOLFUS & ASSOCIATES, INC.

[Signature]

Michelle R. Hansen, P.E.  
Transportation Engineer

MRH/mh

attachments
Date: July 22, 2019

Michelle R. Hansen
Stolfus
5690 DTC Boulevard, Suite 560E
Greenwood Village, CO 80111
303 221 2330 | Michelle@Stolfusandassociates.com

Re: Black Hawk Ped Bridge and Trailhead Lighting - Additional Services
Lighting and Electrical Construction Observation Proposal

Clanton and Associates proposes to undertake the lighting and electrical construction observation for the Black Hawk Ped Bridge and Trailhead Lighting in Black Hawk, CO.

Estimated labor: $ 3,100
Estimated expenses: $ 150
Total Fee (labor and expenses): $ 3,250

The scope of work includes:
  a. Lighting and Electrical Design performed by Clanton & Associates

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, then extra services rates may increase.

Construction Observation Phase
  • Review lighting equipment submittals (up to two (2) reviews included)
  • Review electrical equipment submittals (up to two (2) reviews included)
  • Respond to RFIs
  • Up to one site visit(s) to punch out project
  • Punch List

Not included in this scope of work but is available for extra services:
  • Additional lighting or electrical design

Not included in this scope of work:
  • Structural engineering
  • Commissioning
  • Equipment procurement
  • Survey control map or Right-of-Way plans
  • Subsurface Utility Engineering

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD format. Reimbursable expenses shall include printing costs; overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.
Additional services shall be charged at the following hourly rates:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive Officer</td>
<td>$280</td>
</tr>
<tr>
<td>President</td>
<td>$265</td>
</tr>
<tr>
<td>Principal</td>
<td>$195</td>
</tr>
<tr>
<td>Associate</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Engineer I</td>
<td>$135</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$125</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Designer II</td>
<td>$155</td>
</tr>
<tr>
<td>Senior Designer I</td>
<td>$135</td>
</tr>
<tr>
<td>Designer II</td>
<td>$115</td>
</tr>
<tr>
<td>Designer I</td>
<td>$100</td>
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<tr>
<td>Intern</td>
<td>$85</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$155</td>
</tr>
<tr>
<td>Senior CADD Technician</td>
<td>$105</td>
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<tr>
<td>CADD Technician</td>
<td>$80</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$75</td>
</tr>
</tbody>
</table>

Work shall commence upon receipt of a signed copy of this agreement. This agreement must be signed within 60 days or it is invalid.

CLANTON & ASSOCIATES

07/22/19
DATE

STOLFUS

DATE
Michelle Hansen, PE  
Stolfus and Associates  
5690 DTC Blvd. #560E  
Greenwood Village, CO 80111  

July 22, 2019  

RE: Hidden Treasure Construction Management and Post-Design Services  

Dear Ms. Hansen,  
This letter serves as the official scope and fee for Construction Management, Inspection and Material Testing Services, and post-design services for the Hidden Treasure Trailhead project.  

Construction Management, Inspection and Testing  
The following services will be provided:  

- Michael Baker will prepare and lead the pre-construction meeting. Additionally, the Michael Baker team will participate in weekly progress meetings with contractor, subs, City of Black Hawk, utilities, and other interested parties.  
- General handling of all day-to-day construction management activities.  
- Review and handling of Progress Schedules, Pay Schedules, and other administrative documents. Appropriate action shall be taken as necessary.  
- Submittals, design drawings, shop drawings, materials, and test procedures received from the Contractor will be reviewed and/or forwarded to appropriate design personnel for review and approval. Approved drawings will be returned to the Contractor, as well as a copy retained for use during the remainder of the project.  
- Michael Baker’s construction engineer will coordinate with the City of Black Hawk representative(s) as needed.  
- Resolve construction problems and/or recommend action for their resolution, as they relate to changed field conditions or conflicts. Coordinate with the designer during construction for implementation of revisions to the plans as may be required.  
- Quantities of work elements constructed will be agreed upon with the Contractor in the form of percent complete for work items identified in the plans. Percent completes will be documented in an interim quantity spreadsheet for tracking and used to pay the Contract on a monthly basis.  
- Coordinate, supervise, monitor, manage and administer all materials sampling and testing to ensure that the required sampling, materials testing, and documentation is obtained in a timely manner and maintained in accordance with the CDOT Field
Materials Manual and Contract requirements to verify the quality of the work performed by the construction contractor.

- Michael Baker will provide special bridge fabrication quality assurance inspection at Big R Bridge in accordance with AWS D1.1/D1.1M Structural Welding Code-Steel.
- Perform daily quality assurance inspections of construction activities to document activities performed and assessment of conformance with the contract documents. Inspection items may include but are not limited to excavation, backfill, and compaction operations; concrete placement; paving; drainage; utilities; structures; signing and striping; landscaping; and traffic control installations.
- Provide project documentation, which will include project correspondence, daily diaries, prepare inspectors progress reports, material submittals, material testing report and results, and document as-built condition throughout the project.
- Conduct a final inspection with the Contractor and the County upon substantial completion. The result of the inspection is the development of a punch list of remaining and/or outstanding work to be performed by the Contractor prior to final project acceptance.
- Following the completion of all punch list items by the Contractor, conduct a final inspection with representatives from the Contractor and the City to confirm the completion of all work. The result of this inspection will constitute final project acceptance.
- Final documentation needs to be completed and submitted to within 6 weeks of the final acceptance of the project.

Project Standards
Inspection, testing and sampling shall be in accordance with the CDOT Field Materials Manual and the applicable Standard Specifications for Road and Bridge Construction, Project Standard and Special Provisions, project plans, CDOT M&S Standards currently in use when the construction project is advertised.

Project Duration
The time period for the substantial completion of construction work described in this scope of work is anticipated to take 75 working days from August 1, 2019 to December 15, 2019. The anticipated duration of Michael Bakers services will extend 6 weeks beyond the end of substantial completion of construction activities to compete all punch list, project documentation (As-Built Plans, Materials documentation, daily diaries, RFIs), and invoicing activities.

The Contractor’s allowed working hours are from 7 am to 7 pm Monday thru Friday. In an effort to keep costs for construction services to a minimum inspection services will be provided on a
fulltime basis and project engineering services will be supplied on a part-time basis. It is anticipated that inspection services will be needed at approximately 9 hours per day and project engineering will be required at 4.5 hours per days. Travel time will not be paid, however commuting mileage will be paid at the 2019 IRS mileage reimbursement rate of $0.58/mile.

Post-Design Services (by Engineering Staff in Office)

Provide post-design support during construction following final submittal of construction drawings and specifications to the contractor. The final submittal was provided on July 3, 2019. Not all post-design services are known with certainty, but based on our experience with similar size and scope of projects as Hidden Treasure, these services are expected to include:

- Bridge steel fabrication shop drawings (1.5 reviews assumed)
- Coordination with the bridge steel fabrication site inspection engineer for the inspections at Big R facilities in Greeley.
- Kiosk steel fabrication shop drawings
- Reinforcing steel shop drawing submittals for various concrete elements including abutments, wingwalls, pilasters, and approach slabs.
- Retaining wall shop drawing submittal
- GRS shop drawing submittal
- Bridge bearing pad submittal
- Respond to RFI’s (12 assumed)
- Site visits on an as-requested basis by office engineer (pre-erection conference plus 2 more)
- As-Built drawings

General Management

Michael Baker will provide Stolfus and Associates with monthly invoices based on actual monthly expenditures and services, a billing summary that contains a brief review of the past months progress and an updated project schedule.

The Project Manager assisting the construction management team with coordination efforts with other projects and design support is anticipated for an average of 4 hours per week.

Sincerely,

[Signature]

Jeff Meyer, PE
### CM Services and Post-Design Fee

<table>
<thead>
<tr>
<th>Labor</th>
<th>Pre-construction Hours</th>
<th>Construction Hours*</th>
<th>Post Construction Hours</th>
<th>Total Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer/Construction Manager</td>
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<td>337.5</td>
<td>120</td>
<td>517.5</td>
<td>$125</td>
<td>$64,688</td>
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<tr>
<td>Construction Inspector</td>
<td>16</td>
<td>675</td>
<td>32</td>
<td>723</td>
<td>$92</td>
<td>$66,516</td>
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<td>Bridge Fabrication Inspection (Lump Sum)</td>
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<td>$5,000</td>
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<td></td>
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<td>$12,000</td>
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<tr>
<td>Project Management</td>
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<td>4</td>
<td>68</td>
<td>155</td>
<td>$10,540</td>
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<tr>
<td>Post-Design Services</td>
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<td>76</td>
<td>25</td>
<td>123</td>
<td>125</td>
<td>$15,375</td>
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### Other Direct Costs

<table>
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<tr>
<th></th>
<th>Miles</th>
<th>Rate</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Billable Mileage</td>
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<td>$8,686</td>
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<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td>$182,805</td>
</tr>
</tbody>
</table>

- Pre-construction includes coordinating pre-construction meeting, work items prior to contract commencement (advanced warning signs, BMP's etc)
- Construction includes all work through substantial completion. *Assumes 75 working days.
- Post construction includes punch list work and final documentation and closeout
- Materials testing assumes frequencies per CDOT's Field Materials Manual
June 27, 2019

Michelle Hansen, PE, Senior Transportation Engineer  
Stolfus & Associates, Inc.  
5690 DTC Blvd # 560E  
Greenwood Village, CO 80111

Via eMail: michelle@stolfusandassociates.com

Subject: Change Order to Complete Paleontology Museum Search and Report, Hidden Treasure Trail, SH 119, Black Hawk, CO, 80427

Dear Ms. Hansen:

Pinyon Environmental, Inc. (Pinyon), respectfully submits this Change Order to complete a museum search, literature review, and technical report regarding paleontological resources for the Hidden Treasure Trail pedestrian bridge over State Highway (SH) 119 in Black Hawk, Colorado. Pinyon will engage Paleo Solutions as a sub-contractor to complete the work.

The scope of services and schedule details included in this Change Order are outlined in Attachment A.

The current approved project fee is $19,556. Pinyon estimates the cost to complete the additional services, in accordance with the outlined services, will be $2,728 (Table 1), resulting in a total project budget of $22,284. Pinyon will invoice in accordance with our existing contract rates and terms. The authorized amount will not be exceeded without prior approval. Pinyon is proposing this Change Order using our 2019 rate schedule, which results in a reduction of project manager fee from $163/hour to $150/hour.

To authorize the outlined scope of services, please sign and return one full copy of the attached Change Order Authorization. Should you have any questions or require additional information, please do not hesitate to call. Thank you for considering Pinyon for your environmental consulting needs.

Sincerely,

PINYON ENVIRONMENTAL, INC.

Ashley L. Bushley  
Project Manager  
Cultural Resources Technical Group Manager

Cc: File

File Location: \192.168.1.3\Company\PROJECTS\2017\11778302 Hidden Treasure Trailhead, Black Hawk\PM\Proposal Contract\Paleo Change Order\Hidden Treasure_Paleo Clearance_Change Order.xlsm.docx
ATTACHMENT A
Detailed Scope of Services

Pinyon will engage Paleo Solutions as a subcontractor to complete a paleontological review of the CDOT Right of Way within the Hidden Treasure Trail pedestrian bridge project area. This review will include an analysis of existing paleontological data, including a geologic map review, museum record search, and literature review. Findings will be documented in a Paleontological Technical Report for CDOT’s use in reviewing the project. This scope accommodates one round of review and comment by CDOT.

Deliverables: Paleontological Technical Report
### CHANGE ORDER AUTHORIZATION

<table>
<thead>
<tr>
<th>Client:</th>
<th>Stolfus &amp; Associates, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5690 DTC Blvd # 560E</td>
</tr>
<tr>
<td></td>
<td>Greenwood Village, CO 80111</td>
</tr>
<tr>
<td>Phone:</td>
<td>303 221 2330</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:michelle@stolfusandassociates.com">michelle@stolfusandassociates.com</a></td>
</tr>
<tr>
<td>Client Contact:</td>
<td>Michelle Hansen, PE, Senior Transportation Engineer</td>
</tr>
</tbody>
</table>

### PROJECT DESCRIPTION

<table>
<thead>
<tr>
<th>Site Name:</th>
<th>Hidden Treasure Trail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Location:</td>
<td>SH 119, Black Hawk, CO, 80427</td>
</tr>
<tr>
<td>Pinyon Project No.</td>
<td>11778302</td>
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<tr>
<td>Scope of Work:</td>
<td>Paleontology Museum Search and Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Approved Fee</th>
<th>$19,556</th>
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</thead>
<tbody>
<tr>
<td>Change Order Fee</td>
<td>$2,728</td>
</tr>
<tr>
<td><strong>Revised Total Project Fee</strong></td>
<td><strong>$22,284</strong></td>
</tr>
</tbody>
</table>

The following attachments are hereby made a part of this AGREEMENT:

[X] Table 1 – Summary of Estimated Costs
[X] Attachment A – Scope of Work
[X] Project Contract Dated February 6, 2019

### Stolfus & Associates, Inc.

<table>
<thead>
<tr>
<th>By: ____________________________</th>
<th>By: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: __________________________</td>
<td>Title: __________________________</td>
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<tr>
<td>Date: __________________________</td>
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</table>

### Pinyon Environmental, Inc.

<table>
<thead>
<tr>
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<th>By: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: __________________________</td>
<td>Title: __________________________</td>
</tr>
<tr>
<td>Date: __________________________</td>
<td>Date: __________________________</td>
</tr>
</tbody>
</table>
Table 1  Summary of Estimated Costs

<table>
<thead>
<tr>
<th>Task 1: Paleontology</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor Rates</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager I</td>
<td>5.0</td>
<td>hours</td>
<td>$150.00</td>
<td>$750.00</td>
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<tr>
<td>Administration</td>
<td>1.0</td>
<td>hour</td>
<td>$64.00</td>
<td>$64.00</td>
</tr>
<tr>
<td><strong>Paleontology Sub-Contract (Paleo Solutions)</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Vendor fee</td>
<td>1.0</td>
<td>lump sum</td>
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<td>$1,914.00</td>
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<td><strong>Task Subtotal</strong></td>
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<td></td>
<td></td>
<td>$2,728.00</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$2,728.00</td>
</tr>
</tbody>
</table>
CHANGE ORDER #4

PROFESSIONAL SERVICES AGREEMENT – CHANGE ORDER

Project Name:  Hidden Treasure Construction Management
Project Address or Location:  Hwy 119
City: Black Hawk      State: CO      Zip Code: 80422

Owner and Consultant are parties to the above-referenced agreement (“Agreement”) and wish to amend the Agreement as follows:

a) Consultant has been requested to perform and agrees to perform the following Change of Scope:
   Provide construction management and daily observation and inspection of the project from start to final punch list completion. Work will include all necessary coordination for special inspections and materials testing. Work will also include all monthly pay application. Work will include on and off site structural inspections of the bridge and bridge abutments. Attached proposal.

b) The compensation for said Change of Scope shall be $ 210,283.00, which is in addition to the amounts stated below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Change Amount</td>
<td>$ 210,283.00</td>
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<tr>
<td>Previous Change Amount</td>
<td>$10,550.00</td>
</tr>
<tr>
<td>Total of Changes to date</td>
<td>$384,948.50</td>
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<tr>
<td>Original Contract Amount</td>
<td>$150,515.00</td>
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<tr>
<td>Contract Amount to date</td>
<td>$535,463.50</td>
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</table>

   c) The completion date of the agreement remains December 31, 2019

   Except as expressly amended or modified herein, the Agreement shall remain unmodified and in full force and effect.

CONSULTANT:  
By: Stolfus & Associates
Name: Stolfus & Associates
Title: ______________________

OWNER:  
By: Stephen N. Cole
Name: Stephen N. Cole
Title: City Manager
CITY OF BLACK HAWK URBAN RENEWAL AUTHORITY
RESOLUTION 2019-01
A RESOLUTION APPROVING THE ENCROACHMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK URBAN RENEWAL AUTHORITY AND TRECO BLACKHAWK LLC
STATE OF COLORADO
COUNTY OF GILPIN
BLACK HAWK URBAN RENEWAL AUTHORITY

Resolution No. 2019-01

TITLE: A RESOLUTION APPROVING THE ENCROACHMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK URBAN RENEWAL AUTHORITY AND TRECO BLACKHAWK LLC

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BLACK HAWK URBAN RENEWAL AUTHORITY, THAT:

Section 1. The Board of Commissioners of the Black Hawk Urban Renewal Authority hereby approves the Encroachment Agreement between the City of Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC, and authorizes the Chairman to execute the necessary documents on behalf of the Authority.

RESOLVED AND PASSED this 24th day of July, 2019.

_______________________________
David D. Spellman, Chairman

ATTEST:

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

SUBJECT: Encroachment Agreement between the Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC.

RECOMMENDATION: Staff recommends the following motion to the Chairman and Board of Commissioners:

MOTION TO APPROVE Resolution 2019-01, a Resolution approving the Encroachment Agreement between the City of Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The owners of 231 Gregory Street and the City of Black Hawk entered into a Boundary Line Agreement on February 25, 2015, recorded in the official records of Gilpin County at Reception No. 153289, wherein the owners of 231 Gregory Street and the City attempted to clarify the property line between the 231 Parcel and the Black Hawk Parcel to remove historical confusion regarding the exact property line between the Parcels and ensure the 231 Gregory Street buildings and stairs located on the 231 Parcel fit entirely within the 231 Parcel and did not encroach onto the Black Hawk Parcel.

Due to recent survey work, a question has arisen as to whether the boundary line as established in the Boundary Line Agreement is the correct boundary line between the Parcels; if such boundary line is incorrect in the Boundary Line Agreement, the Improvements may be encroaching on the Black Hawk Parcel.

The owners of 231 Gregory Street wish to enter into this encroachment agreement in the event the improvements encroach the Black Hawk Parcel, and the Owners desire that certain portions of the Parcels shall be maintained in accordance with this Agreement.

AGENDA DATE: July 24, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann
City Attorney

DOCUMENTS ATTACHED: Encroachment Agreement

RECORD: [ X ]Yes [ ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY:

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

Stephen N. Cole
City Manager
ENCROachment AGREEMENT

THIS ENCROachment AGREEMENT (this "Agreement") is entered into as of July ___, 2019, and made effective as of the Effective Date (defined below), by and between TRECO Blackhawk LLC, a Colorado limited liability company ("TRECO"), and Black Hawk Urban Renewal Authority, a Colorado urban renewal authority ("Black Hawk", together with TRECO, each individually, an "Owner" and collectively, "Owners").

RECITALS:

A. TRECO is under contract to purchase that certain property legally described on the attached Exhibit A (the "231 Parcel").

B. Black Hawk is the owner of certain property described on the attached Exhibit B (the "Black Hawk Parcel", together with the 231 Parcel, each individually, a "Parcel" and collectively, the "Parcels").

C. Culver W. Van Der Jagt and Frank J. Garofalo, as joint tenants (the "Seller"), and the City of Black Hawk (the "City") entered into that certain Boundary Line Agreement on February 25, 2015, recorded in the official records of Gilpin County at Reception No. 153289 (the "Boundary Line Agreement"), wherein the Seller and the City attempted to clarify the property line between the 231 Parcel and the Black Hawk Parcel to remove historical confusion regarding the exact property line between the Parcels and ensure the Seller’s buildings and stairs located on the 231 Parcel (the "Improvements") fit entirely within the 231 Parcel and did not encroach onto the Black Hawk Parcel.

D. Due to recent survey work, a question has arisen as to whether the boundary line as established in the Boundary Line Agreement is the correct boundary line between the Parcels; if such boundary line is incorrect in the Boundary Line Agreement, the Improvements may be encroaching on the Black Hawk Parcel.

E. TRECO and Black Hawk wish to protect TRECO in accordance with this Agreement in the event the (a) TRECO purchases the 231 Parcel, and (b) the Improvements encroach upon the Black Hawk Parcel.

F. Black Hawk desires that certain portions of the Parcels shall be maintained in accordance with this Agreement in the event the TRECO purchases the 231 Parcel.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

1. Grant of Encroachment Easement. Subject to Section 4, to the extent provided in what may be conflicting survey information, Black Hawk hereby grants and conveys to TRECO an easement (the "Easement") over that portion of the Black Hawk Parcel containing the Improvements depicted and highlighted on the attached Exhibit C ("Possible Encroachment Area"), subject to the following conditions:
a. The Improvements shall be allowed to remain on the Black Hawk Parcel, and if any of such Improvements are damaged or destroyed, TRECO shall have the right to repair, restore, rebuild or replace such Improvements to substantially the same as of the day before the damage occurred.

b. TRECO agrees to keep the Improvements in good condition and repair and further agrees to maintain the Improvements at its sole cost and expense in compliance with all governmental laws, rules and regulations.

c. TRECO will indemnify, defend and hold Black Hawk harmless from any claims, liabilities, causes of action, mechanic’s liens, cost and expenses (including attorneys’ fees and costs) asserted against Black Hawk by or incurred by Black Hawk to any third party (collectively, “Claims”) arising out of the TRECO’s use and enjoyment of the Easement, except to the extent that such Claims are caused by the sole gross negligence or willful misconduct of Black Hawk or its agents or employees.

d. TRECO shall include the Possible Encroachment Area in its existing general and/or comprehensive public liability and property damage insurance and name Black Hawk as an additional insured with respect thereto.

e. TRECO will pay when due, all claims for labor or materials furnished or alleged to have been furnished to or for the 231 Parcel at, or for use in connection with the Improvements and will at all times keep the Possible Encroachment Area free from any and all liens or claims of lien arising out of any work performed or materials furnished by or on behalf of TRECO.

2. Release. Subject to Section 4, Black Hawk hereby releases TRECO, its successors and assigns, from any and all Claims, known or unknown, that have arisen from or may arise from the encroachment of the Improvements on the Black Hawk Parcel prior to the Effective Date.

3. Term of Easement; Covenant Running With Land. Subject to Section 4, this Agreement and the rights granted pursuant to this Agreement shall be perpetual. The rights granted pursuant to this Agreement, and the obligations undertaken pursuant to this Agreement, shall be binding upon and inure to the benefit of the Owners, their respective successors and assigns, and shall run with the land.

4. Conditional Effectiveness. This Agreement is conditional and shall be recorded upon the closing (the “Closing”) of that certain Purchase and Sale Agreement, dated as of June 17, 2019, by and among TRECO’s predecessor in interest, as buyer, and Seller, as joint tenants, as seller (the “Purchase Agreement”), for the purchase and sale of the 231 Parcel. Only Black Hawk shall have the right to record this Agreement and Black Hawk shall record this Agreement if the transaction contemplated by the Purchase Agreement closes on or prior to August 31, 2019, and TRECO takes fee title to the Property. The “Effective Date” of this Agreement shall be the date of Closing. Recording of this Agreement shall be deemed evidence that the Closing has occurred. If the Closing does not occur on or prior to August 31, 2019, this Agreement shall automatically terminate and be of no force and effect and Black Hawk shall not record this Agreement.
5. **Complete Agreement.** This Agreement, together with the exhibits attached hereto contains all of the agreements, understandings, and promises between the Owners with respect to the subject matter of this Agreement, and there are no agreements, understandings, or promises between the Owners other than those set forth in this Agreement.

6. **Severability.** If any clause or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

7. **Governing Law.** This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and such counterparts taken together shall be deemed to constitute one and the same instrument.

9. **Amendment.** This Agreement may not be amended or terminated, except by a written instrument signed by the then fee owner of the 231 Parcel and the Black Hawk Parcel.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the Effective Date.

TRECO

TRECO Blackhawk LLC,
a Colorado limited liability company

By: TRECO Sponsors, LLC,
a Colorado limited liability company, its Manager

By:  
Name: RANDBY ROBERTS
Title: MANAGER
Date: 7/18/19

STATE OF Colorado )
COUNTY OF Denver ) ss.

Personally came before me this 18 day of July, 2019, the above-named
RANDBY ROBERTS as MANAGER of TRECO Sponsors, LLC, a Colorado limited liability company, the Manager of TRECO Blackhawk LLC, a Colorado limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

KLEM GONZALEZ
Notary Public, State of Colorado
County of Denver
My commission expires: 04/30/2023

KEONE KOE GONZALES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2019016503
MY COMMISSION EXPIRES 04/30/2023
IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the Effective Date.

BLACK HAWK URBAN RENEWAL AUTHORITY, a Colorado urban renewal authority

By: __________________________
   Name: David D. Spellman
   Title: Chairman
   Date: __________________________

ATTEST:

____________________________
Melissa A. Greiner, CMC
City Clerk

STATE OF ___________ )
   ) ss.
COUNTY OF ___________ )

Personally came before me this _____ day of __________, 2019, the above-named __________________________ as __________________________ of Black Hawk Urban Renewal Authority, a Colorado urban renewal authority, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____________________________
Notary Public, State of ___________
County of ___________
My commission expires: __________________________
Exhibit A

Legal Description of the 231 Parcel:

Lot 2, Block 28, City of Black Hawk, according to the Boundary Line Agreement recorded March 17, 2015 at Reception No. 153289 and Except any mine of Gold Silver, Cinnabar or Copper or to any valid mining claim or possession help under existing laws as showing in Patent to the City of Black Hawk recorded in Book 56 at Page 555 and in Book 62 at Page 456.

Address: 231 Gregory Street, Black Hawk, Colorado
Exhibit B

Legal Description of the Black Hawk Parcel:

The East 17 feet of Lot 2 and the West 21 feet of Lot 3, Block 28, Black Hawk, County of Gilpin, State of Colorado,

AND

The East 19 feet of Lot 3, the West 23 feet of Lot 4, the East 15 feet of Lot 4, and the west 31 feet of Lot 5, Block 28 Black Hawk, County of Gilpin, State of Colorado,

Address: 211 and 221 Gregory Street
Exhibit C

Possible Encroachment Area