



CITY OF LEADVILLE

Tuesday, May 3rd, 2022 – 6:00 P.M. **REGULAR COUNCIL MEETING AGENDA** **800 HARRISON AVE, LEADVILLE, CO.**

(Held in-person and via Zoom)

<https://leadville-co-gov.zoom.us/j/83111814072?pwd=RHppaHJJWjFTakpXSDhF...>

Meeting ID: 831 1181 4072

Passcode: 80461

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- 6:00 p.m.**
1. **Call to order of Regular Meeting of City Council**
 2. Roll Call
 3. Approval of Agenda
 4. Housekeeping Matters
 5. Public comments about items not on the agenda
Citizens wishing to speak to council on issues not on the agenda are requested to send a message in the chat section or raise your hand in the participants section of Zoom or in person. Staff will call on public in order. Comment is limited to three (3) minutes (not including council questions). Action, if required, will be assigned to city staff. For matters on the agenda public input will be heard prior to a vote being taken on the matter.
 6. Approval of the minutes
 - A. Approval of April 5, 2022 Minutes
 7. Presentations and Discussions
- 6:30 p.m.**
- A. City Administrator Report – Laurie Simonson
 - B. Housing Report – Jackie Whelihan
 - C. Tabor Opera House Update – Amy Tait & Carl Schaefer
 - D. Appointment of Commissioner & Alternate to P&Z Commission
 - E. Council Discussion of the purchase of 809 Spruce St – CM Forgensi
 - F. Resolution No. 15, Series of 2022: A Resolution Reappointing the Municipal Judge and Setting the Term and Compensation for Service
 - G. Resolution No. 16, Series of 2022: A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and

* These items may not have briefs or may have additional briefs Tuesday before the Council meeting.



Construction Administration Services for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

- H. Resolution No. 17, Series of 2022: A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project
- I. Community Justice Center – City Commitment
- J. Resolution No. 18, Series of 2022: A Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives

- 8:30 p.m.** 8. COA/CUP/TUP/Licenses/BOA
 - A. LTF/LRS Marathon & Heavy Half TUP
 - B. 800 Poplar Renovation COA
 - C. 809 Harrison LMSP Public Parklet/Restroom Facility COA
- 9:20 p.m.** 9. Public Meetings Planner
- 10. Mayor's Report
- 11. Council Reports
- 9:45 p.m.** 13. Adjournment

* These items may not have briefs or may have additional briefs Tuesday before the Council meeting.



CITY OF LEADVILLE
Tuesday, April 5, 2022 – 6:00 P.M.
REGULAR COUNCIL MEETING MINUTES
800 HARRISON AVE, LEADVILLE, CO.

Call to order of regular council meeting at 6:08 p.m. in Council Chambers and via Zoom.

Roll call: Mayor Labbe, CM Tharp and MPT Greene were present, CM Luna-Leal arrived at 6:17 pm, CM Lauritzen arrived at 7:23 pm; CM Forgensi and CM Hill were absent

Staff Members Present: Laurie Simonson, Lori Tye, Dawna Schneider, Christiana McCormick

Approval of the agenda: CM Tharp moved to approve the revised agenda, CM Luna-Leal seconded, All present were in favor

Agenda Revisions: CM Tharp added 8D LURA expenditures to the agenda

Housekeeping Matters: CM Tharp asked about the Street Dept removing ice from a private property, building next to the Past Time, Street dept was removing ice from the alley that had fallen off of the building into the alley. CM Tharp concerned about a large pothole on Harrison between 9th & 10th that is dangerous to vehicles.

Public comments for items not on the agenda: Luke Finken thanked City staff for a great St Patrick's Day parade and weekend with Allihies delegates, planning a trip to Ireland.

Approval of the Minutes of March 15, 2022:

Mayor Labbe corrected Kathleen Fitzsimmons, not Kathy. CM Tharp moved to approve the minutes of March 15, 2022; CM Luna-Leal seconded, All present were in favor

Presentations & Requests:

A. City Administrator's Report – Deputy City Clerk position, new applicant the City is making offer to; STR non-compliance letters (38) went out; one-on-ones complete, schedule work session for 4/26 to narrow down priorities; City employee retention plan; we now own the house with the eye; Planning director job description on April 19 agenda; website updates, Sarah Dallas

B. Leadville History Month Proclamation

C. HPC update/recognitions – Marcia Martinek

D. LLCEDC/Main Street update – Nancy Bailey

E. Housing update – Jackie Whelihan/Michael, SCEDD

COA/CUP/TUP/Licenses

A. 139 E 9th St Rehabilitation/Renovation COA:

CM Luna-Leal moved to close the public input portion of the public hearing, CM Tharp seconded, all were in favor. **CM Tharp moved** to approve the Certificate of Appropriateness for the Rehabilitation & Renovation at 139 E 9th St, Leadville, CO 80461 based on the criteria set forth in the related COA application materials and staff report dated March 22, 2022, the City of Leadville's



municipal code, Section 17.44 and the 2015 Leadville Comprehensive Plan, **with the condition** that the front vestibule have the horizontal clapboard instead of the board & batten siding. CM Luna-Leal seconded, Vote was 5-0-0-2

B. Leadville Dance Academy Bake Sale TUP:

CM Luna-Leal moved to approve Temporary Use Permit for Leadville Dance Academy to hold a Bake Sale on Sunday, 4/10, 4/17, 4/24 & 5/1, 2022 from 9:00am-1:30pm **with the condition** that the table is moved adjacent to the bathrooms alongside concrete pad on west side, CM Lauritzen seconded, Vote was 5-0-0-2

C. Mineral LLC dba Delaware Hotel Liquor License New-Concurrent Application:

Authority Member Tharp moved that, pursuant to Resolution No. 18, Series of 2021, The Entire Corporate Limits of the City of Leadville be Considered as the Neighborhood for the Purposes of this Liquor License Application and the Public Hearing; CM Luna-Leal seconded, all were in favor. **CM Tharp moved** to approve a Hotel and Restaurant Liquor License Application for Mineral LLC dba Delaware Hotel based on the Facts and Evidence presented at the Public Hearing, Findings set forth in the Deputy City Clerk's Council Communication Form for this Application, and any findings of the Authority made at the Public Hearing; CM Lauritzen seconded, Vote was 5-0-0-2

D. LURA Expenditures: CM Tharp requests from city staff a basic briefing, how much has the city given to LURA; CM Lauritzen stated this info will be available at the next LURA meeting.

Break for 5 minutes before going into executive session at 8:12pm, resumed at 8:22pm.
4/5/22 at 8:23 pm

E. Executive Session: Mayor Labbe moved to go into executive session under Section 24-6-402(4)(b) of the Colorado Revised Statutes for legal advice on specific legal questions concerning Notices of Claim and pursuant to C.R. 24-6-402 (4)(a) and 24-6-402(4)(e) to discuss the purchase or acquisition of real property for workforce housing and determine positions relative to matters that may be subject to negotiations, develop strategy for negotiations, and instruct negotiators regarding such real property acquisition.

Mayor Labbe further moved to reconvene the April 5th regular City Council meeting at the conclusion of the executive session in order to proceed with the remaining items on the agenda. CM Luna-Leal seconded; Vote was 5-0-0-2

9:44pm, the executive session has concluded. Participants in the executive session were Mayor Labbe, CM Tracey Lauritzen, MPT Dana Greene, CM Cisco Tharp, CM Christian Luna-Leal, City Administrator Laurie Simonson, City Administrative Assistant Lori Tye and City Attorney Christiana McCormick.

CM Tharp moved to reconvene the April 5th regular meeting, CM Luna-Leal seconded, all present were in favor.

CM moved to advise staff to proceed as advised in the executive session, CM Tharp seconded, all present were in favor



Adjournment: 9:52 p.m.

APPROVED this 3rd day of May by a vote of __ in favor, __ against, __ abstaining, and __ absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk

DRAFT

TO: City of Leadville, Mayor Labbe and Lake County Board of County Commissioners
FROM: Jackie Whelihan, Housing Director
DATE: May 3, 2022
RE: Meeting Memo/ Housing Update

March 28th Meeting on Community Guidelines

This was a joint work session between the City County and BOCC to discuss Community Guidelines. We hope to present a draft of the Community Guidelines to Council and the Board of County Commissioners towards the end of May or early June.

April 6th Question and Answer sessions with Michael Yerman

This one hour zoom meeting was an opportunity for City Council and the BOCC to get clarification on the Community Guidelines and their function. The tiers were discussed further, prioritizing who will qualify for future City and County housing.

Tiered options (will be in the draft of the Community Guidelines)

- Tier 1 would be for special right of first refusal
- Tier 2 would be Lake County based employee making 200% AMI or less -OR- Lake County Resident of 4 years or more making 120% AMI or less
- Tier 3 Lake County resident of 4 years or more making 120% - 200% AMI
- Tier 4 Any other permanent Lake County Resident

April 14th Charrette #1 Michael Yerman from SCEDD, Morgan Law from Shape Architecture Studio, Gabby Voeller from SE Group.

This community engagement forum had 100 people attend and 90 surveys were returned at the time this memo was written. The forum centered around the 3 possible building sites and what kind of density would the attendees like to see on each site. The questionnaire asked the respondents what home features they think are important. The analysis is pending. The architecture team is now working on some preliminary concepts. There will be a Land Advisory Committee meeting the week of May 9th to prepare for the May 25th Charrette/workshop.

April 21st – Regional Housing Authority CMC, Coronado Café Building RM 701

There had been discussion that the City of Leadville Housing Authority might be transitioned into a multijurisdictional housing authority. After the City and County attorneys reviewed the State Statute, it was determined that there is no legal provision to do that. The topic of discussion at this meeting was about the formation of a Regional Housing Authority.

The Regional Housing Authority and affordable housing efforts will be governed/managed through the oversight of a Regional Board. While it is a leap to move to a Regional Housing Authority (RHA), there are several powers and duties that can be achieved through this approach. Colorado Revised Statutes 29-1-204.5 provides powers and duties that can be assigned to a new RHA; however, it is the responsibility of local governments to determine the extent of a future Board's power and responsibilities.

The discussion has provided us with the important feedback on factors that will result in the potential bylaws for a future RHA.

- The new Board should include 7 board members
 - 2 City appointed by the Council, at least one elected
 - 2 County appointed by the BOCC, at least one elected
 - 3 at large board members appointed by Board members

Initial Term appointments will be 2 ,3, and 4 years, then term limits will be every 2 years

The following is a list of different representatives that could be appointed to this board:

- School district employee, homeowner, renter, real estate professional, construction worker, title professional, finance/banker, senior citizen, service industry worker, current tenant, property owner of a deed restricted property, rental assistance professional, human services worker

Feedback given suggested that the RHA should undertake the following duties for the advancement of affordable housing:

- Administration of housing programs
- Development of housing projects
- Management of housing properties
- Authority to administer housing guidelines
- Write, receive, or leverage state and federal housing funds and grants
- Hold or land bank properties for future housing
- Set policies and make recommendations for community housing solutions
- Create additional dedicated revenue sources for housing-fees from administration of housing programs or sales
 - We will discuss additional information on the possibility of being a taxing authority and how this would occur at the May 19th meeting

Feedback indicated that the Regional Housing Authority should offer the following housing programming:

- First time home buyer education
- Home buyer down payment assistance
- Energy rehab
- Mobile home rehab
- Deed restriction purchase programs
- Senior Housing
- Homeless and emergency services
- Other: A senior rehab program to keep seniors in their homes

Upcoming Meetings:

May 10th BOCC will have work session to go over the Draft Community Guidelines focusing on feedback from the previous work sessions. The Housing Director is working on a draft that will be posted (in English and Spanish) on the Lake County website (under the Housing Department) at the end of the week. There will be a survey mechanism on the website to gauge public opinion as well. The Housing Director will work with the City Administrator to get on the City Council Schedule at the next available meeting to give a 15-minute presentation on The Draft Guidelines.

May 11th Question and Answer Session with Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority and Laurie Best, Planning Manager for Breckenridge via Zoom (5:30PM – 6:30PM)

May 19th Strategies 6:00 – 8:00PM Senior Center and via Zoom

- We will discuss the following at the meeting on May 19th:
 - Development strategies for publicly controlled property
 - Who will serve on grievance committee and how will these be handled?
 - Should there be a formal development committee?
- Taxing authority and other powers under CRS 29-1-204 will be discussed.
 - Plan and finance the acquisition, construction, reconstruction and operation of housing projects or programs for low to moderate-income families.
 - Discussion on the condemnation of property
- Developing publicly owned properties set aside for housing

- Shall the new authority incur debt, issue bonds and generate revenues including:
 - A sales or use tax or both, not to exceed one percent
 - A property tax not to exceed five mills
 - A development impact fee of two dollars per square foot or less

Hold the date: May 23rd Site Analysis Charrette #2



AGENDA ITEM #7D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: 5-3-2022

SUBJECT: Mayoral appointment to vacancy positions on the Leadville Planning & Zoning Commission

PRESENTED BY: Mayor Labbe

☐ ORDINANCE
☐ RESOLUTION
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The Leadville Planning Commission have been seeking letters of interest to serve in the open board position and alternate position starting in March of 2022. Advertisements were circulated in the Leadville Herald Democrat and the Leadville Economic Development Corporations newsletters. The Commission received two letters of interest (attached in this packet). On 4/27/22 the commission spoke with the two candidates and rendered a recommendation to Mayor Labbe to appoint Emily Ducharme to the open voting member position and Nadim Tannous to the open alternate member position.
- II. **FISCAL IMPACTS:**
N/A
- V. **LEGAL ISSUES:**
N/A
- VI. **RECOMMENDATION:** Consider the attached letters of interest and planning commission recommendation for appointment to the vacancy positions for the Leadville Planning and Zoning Commission.
- VII. **ATTACHMENTS:** Letters of interest to serve on the planning commission.



PRESS RELEASE

City of Leadville
800 Harrison
Leadville, CO 80461

For more information contact:
Lori Tye - 486-2092, Ext 104

FOR IMMEDIATE RELEASE

Vacancy – City Planning and Zoning Commission

The City of Leadville is accepting letters of interest to fill 1 vacancy on the Planning and Zoning Commission. The regular Commission meetings are held on the 2nd and 4th Wednesdays of every month at 6:00 p.m.; however, applicants must be available to attend public hearings and special meetings when necessary. Applicants must be 18 years of age or older and a reside in the City Limits of Leadville. The Commission is also seeking alternate Commissioners to fill in from time to time when regular Commissioners cannot attend regular meetings. Interested persons may submit a Letter of Intent to the Administrative Assistant at adminassistant@leadville-co.gov, 800 Harrison Ave or call 719-486-2092, Ext 104.

The purpose of the Planning and Zoning Commission of the City of Leadville is to promote the development of private and public land and structures within the boundaries of the City without interfering with the property rights of the people who own the land or structures. The Planning and Zoning Commission supports the development of Leadville by establishing a set of codes that promote health, safety, convenience, order, and general welfare of the land and structures in the City.

The Planning and Zoning Department is a commission of seven people. The people on the Commission are the Mayor, and six residents of the City of Leadville. The Mayor appoints the Board members for a term of two and a half years.



Lori Tye <adminassistant@leadville-co.gov>

Planning & Zoning commission seat

1 message

Emily Powers <emilyedra@gmail.com>

Wed, Mar 23, 2022 at 7:41 PM

To: adminassistant@leadville-co.gov

Hi there,

I'd like to submit my interest in joining the Leadville zoning and planning commission. I'm not sure if there is a seat open currently or not, but wanted to submit a letter of interest for whenever the next spot opens up.

Over the years I've known many folks who have given their time on this commission and I'm hoping I can join it as a way to give back some of my time to our community. I currently work as a Director of Finance & Operations, so I have a process and detail oriented mindset. I've long held interest in community development, affordable housing, real estate, policy, and sustainability. I have a wide array of work experience, including business ownership, which help make me a thoughtful contributor to discussions and decision making processes. It would be a privilege to serve on this commission, especially during a time of such change in our broader economy and local community. Thank you so much for considering me and I hope to hear from someone soon!

Best,

Em Ducharme

Dear Planning & Zoning commission,

It has come to my attention that Alex Haler has stepped down from the P&Z commission and that there is a vacancy.

As a resident of Leadville and active community member, I would like to submit myself for consideration to join the commission.

As a professional in the real estate space, I believe that my background can bring a lot of expertise to the table.

I'm passionate about what I do as well as about my community and plan to be in Leadville for a long time. I speak 4 languages (fluently), though Spanish may be of most service.

Having attended many P&Z meetings, I think we can do better at connecting with the Spanish speaking population in Leadville and hope to bring that as an asset to the commission on top of my understanding of the city with a problem solving mindset.

Thank you for your consideration.

Best,

Nadim Tannous



AGENDA ITEM # 7.F

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3, 2022

SUBJECT: Resolution No. 15, Series of 2022: A Resolution Reappointing the Municipal Judge and Setting the Term and Compensation for Service

PRESENTED BY: Christiana McCormick, City Attorney

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council for consideration is Resolution No. 15, Series of 2022 (“Resolution”), which would reappoint Chris Floyd as Leadville’s presiding municipal judge for a term of two (2) years beginning on May 5, 2022 and ending on May 5, 2024.

II. BACKGROUND INFORMATION:

Colorado law (C.R.S. § 13-10-105(1)) and the Leadville Municipal Code (Section 2.40.040.A) require the appointment of a municipal judge for a term of two (2) years and allows for the appointment of an alternate judge. At the expiration of the term of the presiding municipal judge, the City Council may appoint a new judge or reappoint the seated judge for another term.

The City’s current presiding municipal judge, Chris Floyd, has served in that position since May of 2020. Her term expires on May 4, 2022.

Judge Floyd has indicated her interest in being reappointed and has provided an update for Council on the Municipal Court in the attached memorandum.

III. FISCAL IMPACTS:

The current annual salary of the Municipal Judge is \$14,034.00, and Council may adjust that salary during its annual budget approval process during the term of the Municipal Judge.

IV. LEGAL ISSUES:

See Background Information section above.

VI. RECOMMENDATION:

Adopt Resolution No. 15, Series of 2022 and reappoint Chris Floyd as Presiding Municipal Judge for a two-year term.

VII. COUNCIL OPTIONS:

1. Council may reappoint Judge Floyd for another two-year term by adopting the Resolution (with or without amendments to the Resolution).
2. Council may also decide to issue a request for proposals for the Municipal Judge position and not adopt the resolution. If Council decides on this option, Council would not adopt the Resolution and a motion or resolution should be brought forward to appoint Chris Floyd as the interim municipal judge until Council decides who will be appointed to that position for the upcoming two-year term.

VIII. PROPOSED MOTION:

"I move to adopt Resolution No. 15, Series of 2022, A Resolution Reappointing the Municipal Judge and Setting the Term and Compensation for Service."

IX. ATTACHMENTS:

Municipal Court Update Memorandum
Resolution No. 15, Series of 2022



MUNICIPAL COURT

MEMORANDUM

To: Hon. Greg Labbe, Mayor of Leadville
Members of Leadville City Council
Laurie Simonson, City Administrator
From: M. Christina Floyd, Presiding Municipal Judge
Re: Municipal Court Update
Date: May 3, 2022

In conjunction with the expiration of my two-year term as Presiding Municipal Judge (and what I hope will be reappointment to a second term, should that be the desire of the City), I thought it would be appropriate to provide an update on the Court's current status.

While we have been confronted with a number of challenges since the beginning of the new year, I feel that overall the Court continues to operate in a productive fashion despite the circumstances! We remain able to convene court for scheduled monthly dockets each month and anticipate no disruptions in that availability, unless Lake County's COVID-19 infection rate surges and unexpectedly results in a need to shut down City Hall. Even in such event, we offer arraignments and many initial appearances virtually using the City's Zoom platform and new technology installed last Fall, which has worked fairly well; although, the majority of people coming to court still appear in person. In addition, where court patrons do not have access to technology in order to attend virtually, we maintain an arrangement with CMC so that such individuals can use a computer in one of CMC's small computer labs on campus to make their appearance, although we have not had anyone take advantage of this option so far this year.

Finding interpreters to support the Leadville Municipal Court remains an issue. This impacts our ability to serve the Court's constituents and creates additional burdens for them, since they often have to take time off from work in order to attend a scheduled matter, only to be told that the case needs to be continued to another date because we do not have an interpreter for a non-English speaking participant. Even though the City approved funding for two individuals to attend the "Introduction to Translation and Interpretation" class offered through CMC, the class was not offered this semester and it is unclear whether it will be offered at all this year, due to challenges with finding a qualified instructor. As a result, I have worked to identify other resources, including interpreters that are able to attend virtually via Zoom or telephone.

Another initiative started in the first year of my term that continues to be a helpful resource is implementation of the Court's own Useful Public Service (UPS) program. Previously, defendants who were ordered to perform community service as part of their sentence were referred to Lake County's program operated through the probation office. This required offenders to pay an \$85 fee for their participation and took them outside of the Municipal Court's oversight in regard to completion of their obligations. Since many defendants coming before the court do not have the financial resources to pay fines, much less a fee for UPS, it is more beneficial for them to have the opportunity to provide UPS through the City as a way of working off their fines. So far, we have been able to assign them to the Animal Shelter for performance of low-level, but necessary, tasks (e.g., filing, cleaning cages, etc.) in order to help free up paid staff for more crucial duties, but can also have them perform duties for other departments and agencies as needed. To date, all UPS assignments have been successfully completed.

We also continue work to advance a number of projects and tasks that were started early in my term in order to bring the Municipal Court's operations and procedures up to date and in compliance with requirements, as well as to improve efficiency. Accomplishments include:

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- Maintaining effective protocols and procedures for safely holding court when COVID surges.
- Refining filing systems and increased use of electronic documents.
- Clearing out the backlog of older cases and creating a way to track restitution and fines for follow up.
- Working with our intern from Georgetown University, Bianca Gonzalez, to update and translate court forms into Spanish.
- Improvement of communications and the flow of information between the Leadville PD and Court.
- Maintaining updated information on the Municipal Court website and adding resource links, including Zoom connection information, so that court may remain “open” to the public at all times.
- Working with the City Attorney and Community Service Officers on updates to the Model Traffic Code and Animal Control ordinances as adopted by the City of Leadville.

As you know, when Diane Smith transitioned to the position of Deputy City Clerk last year, Kelsey Conine who worked as an administrative assistant for Rocky Mountain General Counsel (RMGC) was engaged to step in and support court operations on a contract basis through the firm. She was a quick study and provided very capable assistance with the court clerk duties. Unfortunately, Kelsey accepted a full-time marketing position with the Leadville Legacy Foundation and left RMGC in January. Although I was able to engage the services of an asisistant who works with a local immigration attorney in town to provide some support for Court services, she does not have the required skill set and is not available for the number of hours needed to meet the Court Clerk responsibilities and I was unable to recruit a replacement, until now. I'm pleased to report that Leadville resident Alicia Fontana has accepted an offer to join RMGC and will assume the Court Clerk duties in mid-May. Although she does not have prior court experience, Alicia has substantial management, customer service and technology experience, as well as excellent communication, time-management, and organizational skills, which I believe will serve the Court well. She also plans to take classes at CMC and join the Colorado Court Administrator's Association in order to broaden her understanding of court processes.

Unfortunatelly, last month we were informed that long-time City Prosecutor Steven O'Connor is leaving his firm to take an in-house position with an East Coast company. However, I understand that his colleagues Courtney Edwards and Sara Russell, who have substituted as prosecutor when Mr. O'Connor has been unavailable, remain with the firm and will continue to represent the City in Municipal Court matters.

Dealing with staffing transitions could be even more challenging if the Court were operating at a full caseload. But, as I expect you are aware, the number of citations written into the Municipal Court have declined substantially over the past six months as a result of critical understaffing in the Leadville PD. Where we use to average 20+ new cases per month, there have only been a total of 14 new cases brought into the Court over the past four months with the most notable reduction being in traffic matters. I understand that Commissioner Edwards is diligently trying to rebuild the staff of his department, so I anticipate that case levels will return to normal levels as soon as he has additional officers on duty.

Regarding my other professional activities as Municipal Judge, I remain an active member of the Colorado Municipal Judges Association and have been asked to serve on the board of directors as a representative of small, rural courts. Over the past two years I have attended numerous meetings and seminars offered by the organization, as well as last fall's conference and the spring conference just held this April 28-30. This has allowed me to connect with many other municipal judges across the state and develop productive relationships for the exchange of information and ideas on best practices for operation of Leadville's Municipal Court. In addition, I continue to serve as co-chair of the Community Justice Center Taskforce, which as you know is working towards building a new facility to house law enforcement, the jail, courts and justice system-related services on property recently acquired by Lake County at the south end of Harrison Avenue. My role has allowed me to advocate for inclusion of the Leadville PD and the Municipal Court in plans for the facility, so as to enhance our ability to serve the community, as well as to free up space in City Hall that can be repurposed for other uses in the future. Completion and occupancy of the new facility is anticipated in late 2024.

In conclusion, while I believe that we need to continue working to bring the Municipal Court up to the same level of operation as court patrons may experience in other surrounding areas, I am proud of the progress we have made over the past two years! Court is open to the public and you are welcome to come observe scheduled proceedings the second Wednesday of each month starting at 10:00 a.m. I appreciate the opportunity to answer any questions you may have.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 15
SERIES OF 2022**

**A RESOLUTION REAPPOINTING THE MUNICIPAL JUDGE AND SETTING THE TERM
AND COMPENSATION FOR SERVICE**

WHEREAS, the City is authorized by C.R.S. § 13-10-105 and Sections 2.12.010 and 2.40.040 of the Leadville Municipal Code to appoint a Municipal Judge to preside over the Leadville Municipal Court; and

WHEREAS, the Municipal Code at Section 2.40.040 sets the term of the Municipal Judge at two (2) years and requires that the Municipal Judge, at all times during the term of office, be currently licensed to practice law in the State of Colorado; and

WHEREAS, Section 2.40.040 of the Municipal Code further requires the City Council to fix the annual salary of the Municipal Judge; and

WHEREAS, M. Christina Floyd is a licensed attorney in the State of Colorado and has previously served as the Municipal Judge for the Leadville Municipal Court; and

WHEREAS, Judge Floyd's term expires on May 4, 2022; and

WHEREAS, the City Council desires to reappoint M. Christina Floyd as the Municipal Judge and set the annual salary of the Municipal Judge; and

WHEREAS, the term of appointment shall commence on May 5, 2022 and shall run through May 5, 2024, with eligibility for renewal of additional two (2) year terms thereafter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. **Appointment.** The City Council hereby reappoints M. Christina Floyd as the Leadville Municipal Judge effective May 5, 2022. Compensation shall be fixed at Fourteen Thousand Thirty-Four Dollars and No Cents (\$14,034.00) per year, to be paid periodically in the same manner as other City employees. City Council may adjust the Municipal Judge's salary during its annual budget approval process.

Section 2. **Term.** The term of appointment shall be for two years and shall expire on May 5, 2024.

Section 3. **Removal.** In accordance with C.R.S. § 13-10-105(2) removal of the Municipal Judge is only permitted for cause, as defined in state statute, during the term of appointment.

Section 4. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**ADOPTED this 3rd day of May 2022 by a vote of _____ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk



AGENDA ITEM # 7.G

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3, 2022

SUBJECT: Resolution No. 16, Series of 2022: A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

PRESENTED BY: Christiana McCormick, City Attorney

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council for consideration is Resolution No. 16, Series of 2022 ("Resolution"), which would approve an agreement for professional services between the City and Hoehn Architects, P.C. for bidding and construction administration services related to Phase 2 of the rehabilitation of the exterior envelope of the City's historic Tabor Opera House ("Project").

II. BACKGROUND INFORMATION:

Hoehn Architects, P.C. ("Contractor") is the architectural firm that completed the drawings and specifications for the rehabilitation of the exterior envelope of the Tabor Opera House ("TOH"). The work for Phase 2 includes the rehabilitation of the masonry and windows on the east (rear) and north elevations of the TOH.

Because the Contractor has specialized knowledge of the Project from creation of the drawings and specifications, experience with historic preservation requirements, and previously completed bidding and construction administration services for Phase 1 of the Project, City staff recommends that the City retain the Contractor for assistance with Phase 2. Contractor will assist with the invitation for bids process to choose a construction contractor for the Project. Contractor will also serve as the construction administrator, who oversees the progress by and reviews applications for payment from the construction contractor on the Project, and helps ensure that the work performed conforms to the applicable drawings, specifications, and other requirements.

The services Contractor would provide to the City are professional services, and, because of Contractor's expertise and previous involvement in the Project, Contractor is the only firm reasonably available that meets the needs of the City for the Services. The Agreement is therefore exempt from the formal bidding process under the City's Purchasing Policy.

III. FISCAL IMPACTS:

The not-to-exceed amount for this Agreement is \$60,000.00. The City has secured grant funding from the Department of Local Affairs ("DOLA"), and the amount paid by the City for Hoehn Architect's services is a reimbursable expense under the DOLA grant.

IV. LEGAL ISSUES:

N/A

V. RECOMMENDATION:

Adopt Resolution No. 16, Series of 2022 and approve the Agreement with Hoehn Architects, P.C.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

- a. Adopt the Resolution.
- b. Adopt the Resolution with amendments.
- c. Table for further discussion and consideration.

VII. PROPOSED MOTION:

"I move to adopt Resolution No. 16, Series of 2022, A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project."

VIII. ATTACHMENTS:

Resolution No. 16, Series of 2022
Agreement for Professional Services

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 16
SERIES OF 2022**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
HOEHN ARCHITECTS, P.C. FOR BIDDING AND CONSTRUCTION ADMINISTRATION
SERVICES FOR PHASE 2 OF THE TABOR OPERA HOUSE REHABILITATION OF
EXTERIOR ENVELOPE PROJECT**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the City’s Purchasing Policy exempts professional services and services indispensable to the City for which there is only one source practically or reasonably available that meets all requirements of the City from the City’s competitive procurement process; and

WHEREAS, the City has issued an invitation for bids for the construction work for the Project and has need of professional services to assist in the bid process and administration of the construction contract for the Project, once awarded (“Services”); and

WHEREAS, Hoehn Architects, P.C. (“Contractor”) created architectural plans for the Project, has experience with historic preservation requirements, previously provided bidding and construction administration services for Phase 1 of the Project, and therefore has specialized knowledge and expertise regarding the Project and is qualified to perform the Services; and

WHEREAS, the City desires to enter into an agreement for professional services (“Agreement”) with Contractor so Contractor may perform the Services, which are more particularly described in the Agreement attached hereto as **Exhibit 1**; and

WHEREAS, the City Council desires to approve the Agreement with Contractor subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. **Contract Approval.** The Leadville City Council hereby: (a) approves the Agreement in substantially the form attached hereto as **Exhibit 1** for an amount not to exceed Sixty Thousand Dollars and No Cents (\$60,000.00) (“Not-to-Exceed Amount”); (b) authorizes the City Attorney to make such changes to the Agreement as may be necessary that do not materially increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City when in final form.

Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**ADOPTED this 3rd day of May 2022 by a vote of _____ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

(see attached document)

City of Leadville, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Bidding and Construction Administration
(Tabor Opera House Rehabilitation of Exterior Envelope – Phase 2)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and Hoehn Architects, P.C., a Colorado corporation with offices at 3723 Summit Lane, Evergreen, Colorado 80439 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Administrator, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on **February 22, 2022** (the "Effective Date") and shall continue until **December 31, 2023** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting

termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Administrator or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Kristine Hoehn, Principal ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Sixty Thousand Dollars and No Cents (\$60,000.00)** (“Not-to-Exceed Amount”) unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- ☒ If this box is checked, the Contractor shall be paid based on the rates or compensation methodology described in **Exhibit B**. This amount shall include all fees, costs, and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Contractor may request final payment upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on N/A.

B. Receipts. The City may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City’s interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Invoices. Contractor understands and agrees that the Tabor Opera House Preservation Foundation, Inc. (“Foundation”) is providing payment management services to the City for the Tabor Opera House Rehabilitation of Exterior Envelope – Phase 2. Unless the Parties agree otherwise in writing, Contractor agrees to submit all invoices for Services provided under this Agreement to the Foundation and understands and agrees that the Foundation will remit to Contractor the payments for such invoices.

D. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.
2. If the Agreement is not for lump-sum compensation, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s invoices:

- ☐ None
- ☒ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☒ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☒ Postage and Delivery Services

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including

attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the

Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons if and as required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Comprehensive Automobile Liability insurance with a minimum limit for bodily injury of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and of Five Hundred Thousand Dollars (\$500,000.00) per accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled,

terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The City agrees that any claim, demand, or lawsuit arising out of this Agreement or the performance thereof brought by the City shall be directed or asserted against Hoehn Architects, P.C., a Colorado corporation, and not against any of Contractor's employees, officers, directors or owners.

C. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the Deputy City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Leadville upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first-class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Leadville Attn: City Administrator 800 Harrison Avenue Leadville, Colorado 80461	Hoehn Architects, P.C. Attn: Kristine Hoehn P.O. Box 3250 Evergreen, Colorado 80437
With Copy to: Leadville City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys’ Fees. If the Contractor breaches this Agreement, then it shall pay the City’s reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance),

VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) (Annual Appropriation), (N) (Release of Information) (O) (Attorneys' Fees), and (Q) Agreement Controls shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Grant Requirements. This Agreement is subject to certain requirements of the State Historical Fund, which are set forth in **Exhibit C** attached hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO:

By: _____

Printed Name: _____

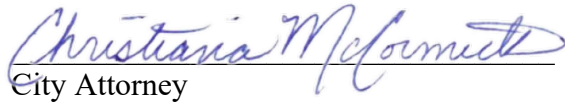
Title: _____

Date of execution: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):



City Attorney

CONTRACTOR: Hoehn Architects, P.C., a Colorado corporation

By: Kristine Hoehn

Printed Name: Kristine Hoehn

Title: President

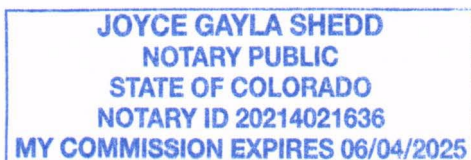
Date of execution: April 28, 2022

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 28 day of April, 2022, by Kristine Hoehn as Principal of Hoehn Architects, P.C., a Colorado corporation.

My commission expires: 06/04/2025

(S E A L)



Joyce Gayla Shedd
Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES
Updated April 13, 2022

1. Repackage drawings and project manual for bidding the masonry, windows, and other work items specified on the east and north elevations.
2. Assist City and Foundation in distributing documents to History Colorado for tax credit eligibility. Assist with responding to review questions.
3. Provide required deliverables to the State Historical Fund (SHF) for Project No. 22-01-077.
4. Assist City and Foundation in preparing an Invitation For Bids (IFB).
5. Distribute bid documents to qualified contractors; conduct a pre-bid meeting on site.
6. Assist City and Foundation in evaluating the bids.
7. Conduct pre-construction meeting on site with successful Contractor, City, and Foundation.
8. Visit site periodically to check on progress, review required mock-ups, and answer questions. A two-season construction duration is assumed (April/May 2022 – October/November 2022 and April/May 2023 – October/November 2023) with site visits conducted every 2 weeks.
9. Review and distribute shop drawing submittals, respond to Requests for Information, and address unforeseen conditions.
10. Prepare field/progress reports for distribution to the Colorado Department of Affairs, SHF, City, and Foundation, which are typically prepared following every site visit and include both a written narrative and photos of the current construction.
11. Review the construction contractor's Applications for Payment, which are typically submitted at the beginning of each month.
12. Conduct site visit/walk-through with City, SHF, and Foundation for development of a punch list and issuance of a Certificate of Substantial Completion.
13. Conduct final site visit for confirmation of Final Completion.

EXHIBIT B
COMPENSATION

Hoehn Architects PC

Project Manager:	\$90
Project Architect:	\$90
Administrative:	\$90

Mileage will be charged at the current SHF mileage rate. Reimbursable expenses, including printing expenses, will be invoiced at direct cost.

EXHIBIT C
CONTRACTOR/CONSULTANT
SHF CONTRACT CERTIFICATION

1. The start and end dates of this contract are within the SHF project start and end dates, and work has not been, and will not be, done outside of the SHF start and end dates.
2. An LOA/MOU between the Grant Recipient (Tabor Opera House Preservation Foundation) and the Contractor will be prepared and submitted to the SHF Preservation Specialist.
3. The contract is signed by both parties.
4. The contract is for work included in the SHF Scope of Work, which is Exhibit A of the SHF agreement.
5. The amount of the contract is not more than the amount shown for this contractor's work in the SHF Project Budget, which is Exhibit B of the SHF agreement.

The amount of the contractor's contract is \$60,000.00.

The total amount from the SHF Project Budget that is budgeted for this specific contractor's work is \$60,000.00.

6. The work will meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.
7. The contract amount reflects the professional services fee for construction management that was included in the SHF Grant Application, Scope of Work and Budget.
8. In addition to the City of Leadville, the Grant Recipient and History Colorado retain all rights to use the materials that are produced with this project.
9. The contract includes Illegal Aliens/Workers Without Authorization language.
10. The contract includes General Liability and Automobile Liability insurance coverage held by the contractor for damages and/or loss. The Contractor does not carry Worker's Compensation Insurance because it is not required by law (the Contractor has no employees).



AGENDA ITEM # 7.H

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3, 2022

SUBJECT: Resolution No. 17, Series of 2022: A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

PRESENTED BY: Christiana McCormick, City Attorney

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council for consideration is Resolution No. 17, Series of 2022 ("Resolution"), which would approve a Payment Management Agreement ("Agreement") allowing the Tabor Opera House Preservation Foundation ("Foundation") to assume responsibility for the direct payment of the contractors completing work and services related to Phase 2 of the rehabilitation of the exterior envelope of the City's historic Tabor Opera House ("Project"). The Agreement also sets forth the contribution amounts for the Project by the City and the Foundation.

II. BACKGROUND INFORMATION:

For Phase 1 of the Project, the Foundation managed and administered payments to all contractors for their work and services related to the Project so that the Foundation would be eligible for the tax credits generated by the Project.

For Phase 2 of the Project, both the City and the Foundation are contributing funds for the completion of Phase 2. The City has received DOLA grant funds for Phase 2, and the Foundation is contributing grant and tax credit funds to the Project.

If adopted, the Resolution approves the Agreement, which tasks the Foundation with payment management for all contractors for Phase 2 of the Project (the same as for Phase 1) and also establishes the contribution amounts by the City and the Foundation for the Project(Phase 2).

III. FISCAL IMPACTS:

No City funds in addition to the DOLA grant funds have been budgeted for Phase 2 of the Project, and the City's contribution toward the project shall not exceed the DOLA grant award amount (\$600,000.00).

The Foundation will contribute \$700,000.00 to Phase 2 of the Project as outlined in the Agreement.

IV. LEGAL ISSUES:

N/A

V. RECOMMENDATION:

Adopt Resolution No. 17, Series of 2022 and approve the Agreement with the Foundation.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

- a. Adopt the Resolution.
- b. Adopt the Resolution with amendments.
- c. Table for further discussion and consideration.

VII. PROPOSED MOTION:

"I move to adopt Resolution No. 17, Series of 2022, A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 2 of the Tabor Opera House Rehabilitation of Exterior Envelope Project."

VIII. ATTACHMENTS:

Resolution No. 17, Series of 2022
Payment Management Agreement

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 17
SERIES OF 2022**

**A RESOLUTION APPROVING A PAYMENT MANAGEMENT AGREEMENT WITH THE
TABOR OPERA HOUSE PRESERVATION FOUNDATION FOR PHASE 2 OF THE TABOR
OPERA HOUSE REHABILITATION OF EXTERIOR ENVELOPE PROJECT**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the City has secured grant funding from the Department of Local Affairs for a significant portion of Phase 2 of the rehabilitation of the exterior envelope of the City’s historic Tabor Opera House (“Project”); and

WHEREAS, the Tabor Opera House Preservation Foundation (“Foundation”) leases the Tabor Opera House from the City and maintains and operates the Tabor Opera House pursuant to that certain theater operating agreement dated May 10, 2017 between the City and the Foundation (“Operating Agreement”); and

WHEREAS, Section 3 of the Operating Agreement permits the Foundation to manage and oversee renovation efforts to benefit the Tabor Opera House and to manage and administer grants and other funding sources for the operation, maintenance and renovation of the Tabor Opera House; and

WHEREAS, Section 4 of the Operating Agreement permits the parties to contract to allow the Foundation to administer grants awarded to the City to benefit the Tabor Opera House; and

WHEREAS, the Foundation is a non-profit corporation that is eligible for historic preservation income tax credits and has agreed to contribute funds toward the Project; and

WHEREAS, the City and the Foundation desire for the Foundation administer and manage the payment of all contractors completing services or other work related to the Project; and

WHEREAS, the City Council therefore desires to approve a Payment Management Agreement with the Foundation in substantially the form attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. Contract Approval. The Leadville City Council hereby: (a) approves the Payment Management Agreement (“Agreement”) in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney to make such changes to the Agreement as may be necessary that do not materially increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City when in final form.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

**ADOPTED this 3rd day of May 2022 by a vote of _____ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1

PAYMENT MANAGEMENT AGREEMENT

(see attached document)

City of Leadville, Colorado
PAYMENT MANAGEMENT AGREEMENT

Project: Tabor Opera House Rehabilitation of Exterior Envelope – Phase 2

THIS PAYMENT MANAGEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with an address of 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and the Tabor Opera House Preservation Foundation, Inc., a Colorado non-profit corporation whose address is 308 Harrison Avenue, Leadville, CO 80461 (“Foundation”) (each individually a “party” and collectively the “parties”).

RECITALS

WHEREAS, the Tabor Opera House (“TOH”), located in Leadville, Colorado, is owned by the City and is listed as a contributing building in the Leadville National Historic Landmark District as noted on the National Register of Historic Places and as a National Treasure by the National Trust for Historic Preservation; and

WHEREAS, the Foundation leases and occupies the TOH pursuant to that certain Lease Agreement by and between the City and the Foundation dated June 30, 2017; and

WHEREAS, the Foundation also operates the TOH pursuant to that certain Theater Operating Agreement by and between the City and the Foundation dated May 10, 2017 (“Operating Agreement”); and

WHEREAS, Section 3 of the Operating Agreement permits the Foundation to manage and oversee renovation efforts to benefit the TOH and to manage and administer grants and other funding sources for the operation, maintenance and renovation of the TOH; and

WHEREAS, Section 4 of the Operating Agreement permits the parties to contract to allow the Foundation to administer grants awarded to the City to benefit the TOH; and

WHEREAS, the City has secured grant funding for a significant portion of Phase 2 of the rehabilitation of the exterior envelope of the TOH (“Project”); and

WHEREAS, the Foundation desires to contribute additional funding toward the completion of the Project; and

WHEREAS, Hoehn Architects, P.C. is providing bidding and construction administration services to the City for the Project; and

WHEREAS, the City will also contract with construction contractor for the construction work for the Project (“Construction Contractor”); and

WHEREAS, the Foundation desires to assume responsibility for payment of invoices from Hoehn Architects, P.C. and the Construction Contractor (together, the “Contractors”) related to

services and work completed for the Project so the Foundation will be eligible to receive historic preservation, rehabilitation and other state tax credits; and

WHEREAS, the parties desire to establish a process for payment of the Contractors subject to the terms of this Agreement and set forth the financial contributions of each party for the Project.

The Parties therefore agree as follows:

I. RECITALS INCORPORATED

The foregoing recitals are hereby incorporated into the Agreement as if set forth fully herein.

II. EFFECTIVE DATE AND TERMINATION

The Agreement shall be effective upon the date of its mutual execution by the parties. The Agreement shall terminate upon completion of the final payments by the Foundation to Contractors for the Project.

III. PAYMENT MANAGEMENT

A. Foundation Responsibilities. The Foundation agrees to accept all applications for payment from the Construction Contractor and invoices from Hoehn Architects, P.C. related to the Project. The Foundation will invoice the City for the amounts in the applications for payment and invoices received from the Contractors that are eligible for payment by the City. The Foundation shall send such invoice to the City within five (5) business days of receipt of an approved pay application or invoice from a Contractor. Such invoice shall reflect the amounts required to pay the Contractors only and no additional amounts. Following payment to the Foundation from the City pursuant to such invoices, the Foundation will promptly pay the Contractors. The Foundation shall not cause any delays in payment such that the Contractors fail to receive payment in substantial accordance with the payment terms set forth in the Contractors' contracts with the City; however, the Foundation shall not have any obligation to make such payments to the Contractors prior to receipt of payments from the City.

B. City Responsibilities. The City agrees to pay invoices from the Foundation within ten (10) business days of receipt of an invoice from the Foundation. The City shall not pay the Foundation any amounts in addition to the payments required and approved to pay the Contractors for their services or work. The total amount paid by the City to the Foundation under this Agreement shall not exceed the City Contribution, as defined below.

IV. FINANCIAL CONTRIBUTIONS

A. City Contribution. The City shall contribute an amount not to exceed **Six Hundred Thousand Dollars and No Cents (\$600,000.00)** toward the Project ("City Contribution"). The City Contribution is funded by Grant No. EIAF 9461 in the amount of \$600,000.00 awarded to the City from the Colorado Department of Local Affairs ("DOLA"). Any additional City expenditures

requested for the Project must be authorized in accordance with the City's Purchasing Policy and are subject to annual appropriation.

B. Foundation Contribution. The Foundation shall contribute an amount not to exceed **Seven Hundred Thousand Dollars and No Cents (\$700,000.00)** toward the Project ("Foundation Contribution"). The Foundation Contribution is funded by the Gates Family Foundation in the amount of \$50,000.00, the Colorado State Historical Fund in the amount of \$250,000.00, and the Foundation in the amount of \$400,000.00.

V. INSURANCE

The Foundation shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Foundation to be sufficient to meet or exceed the Foundation's minimum statutory and legal obligations arising under this Agreement, if any.

VI. INDEMNIFICATION

A. By Foundation. Foundation agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorneys' fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other direct loss of any kind whatsoever, which result from the Foundation's performance of this Agreement if such injury, loss, or damage is caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Foundation, or any officer, employee, representative, or agent of Foundation, or which result from a worker's compensation claim of any employee of Foundation.

B. By the City. To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless Foundation and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorneys' fees, on account of the City's breach of its payment obligations under this Agreement.

VII. MISCELLANEOUS

A. Independent Contractor. Foundation understands and agrees that the Foundation shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. Foundation acknowledges that its personnel performing under this Agreement are not on the City's payroll or social security or tax withholding rolls. Notwithstanding any other provision of this Agreement, all personnel assigned by Foundation to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Foundation for all purposes. Foundation shall make no representation that it is an employee of City for any purposes. The Foundation shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any of its personnel providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Foundation, as well as all direct legal costs

including reasonable attorney’s fees incurred by the City in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

B. Retention and Open Records Act Compliance. All records of the Foundation related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Foundation agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. For purposes of CORA, the Deputy City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Foundation’s right to defend against disclosure of records alleged to be public.

C. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

D. Integration and Modification. This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

E. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

F. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, sent via pre-paid, first-class United States Mail, or sent via electronic mail to the party at the addresses set forth below.

<u>If to the City:</u>	<u>If to Foundation:</u>
City of Leadville Attn: City Administrator 800 Harrison Avenue Leadville, Colorado 80461 cityadmin@leadville-co.gov	Tabor Opera House Preservation Foundation, Inc. Attn: Jennifer Buddenborg P.O. Box 1004 Leadville, CO 80461 president@taboroperahouse.net
With Copy to: Leadville City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111 christiana@mcm-legal.com	With Copy to:

G. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Rights and Remedies. Any rights and remedies of a party under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit a party's legal or equitable remedies, or the period in which such remedies may be asserted.

J. Binding Effect. The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this subsection VII.J shall not authorize assignment.

K. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Foundation. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

L. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. The parties agree that should the City not appropriate funds to cover payments owed to Contractors under their respective contracts with the City, Foundation shall have no obligation to make such payments on behalf of the City unless or until it receives payment from the City for the same.

N. Force Majeure. Neither the Foundation nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations

or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

P. Protection of Personal Identifying Information. In the event the obligations under this Agreement include or require the City to disclose to Foundation any personal identifying information as defined in C.R.S. § 24-73-101, Foundation shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

Q. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Foundation and bind their respective entities.

R. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

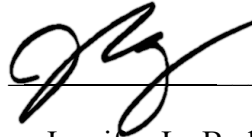
Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

City Attorney

**TABOR OPERA HOUSE PRESERVATION
FOUNDATION, INC.:**

By:



Printed Name: Jennifer L. Buddenborg

Title: President

Date of execution: April 28, 2022

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing payment Management Agreement was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ (printed name) as _____ (title) of Tabor Opera House Preservation Foundation, Inc., a Colorado nonprofit corporation.

My commission expires: _____

(S E A L)

Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))



Community Justice Center

Presentation to Leadville City Council





Community Justice Center Project Overview

Lake County is statutorily required to provide safe, adequate justice facilities, and has committed to building a Community Justice Center. But our goal is to build a place where our staff can serve our community.

In February 2021, City Council requested that the County include a police station in the initial schematic design. That design is complete, and we are now seeking guidance from the Council as to whether it wishes to continue as a key partner in the project.





CJC Features

- Located at southern gateway to Leadville
- On previously vacant, mined site
- ~55,000 square feet facility to house:
 - Courts, clerks, probation, attorneys
 - Sheriff, dispatch, jail
 - Community resource support
 - Multi-use meeting/training rooms
 - As of February 2021, Leadville police
- Enact community-oriented justice
- Current estimated cost: \$45 million





Benefits to City of Leadville

1

Facilities

Police Station
Municipal Court
Public Parking

3

Efficiencies

Adjacent with Sheriff &
Dispatch
Easy access to DA, Courts,
Probation

2

City Hall Space

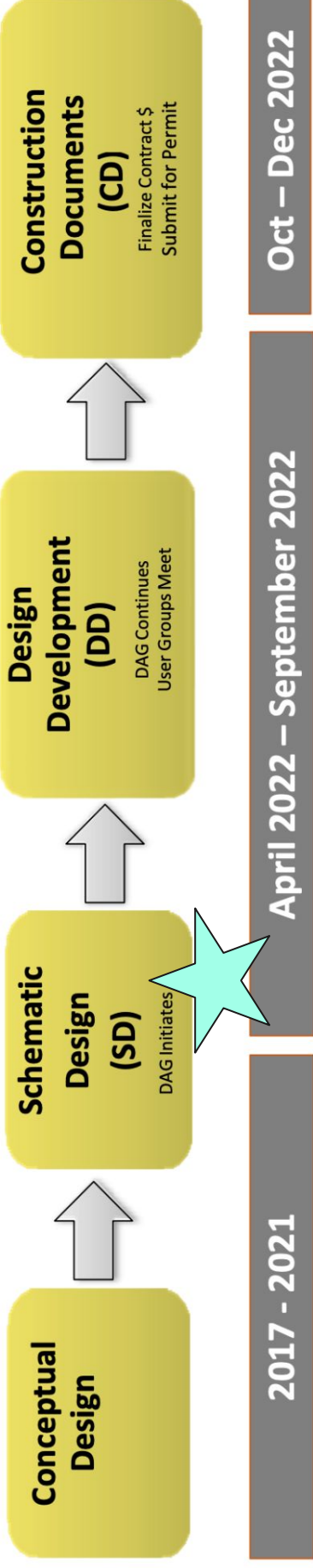
Repurpose existing
municipal court & police
station

4

Economic development

Improvements to Southeast side
of Leadville
Local workforce involvement

Phases of Design & Timeline



Construction:
Spring 2023 – Fall 2024



Design & Construction Cost

Last February, following a work session, City Council requested that the County incorporate police facilities in the initial schematic design for the Community Justice Center. This resulted in an approximately 11% increase in overall space, including the direct police station space, additional parking, bathrooms, conference room sizing, and other expansions.

Total Project Cost

\$45M

Includes construction costs, site remediation, roads, infrastructure, parking

City of Leadville Space

11%

Increase in total square footage with the addition of Leadville police and municipal court use

City Contribution

\$5M

City contribution needed to build



County Funding Approach

The County will fund the project with a financial instrument known as a Certificate of Participation. It aims to issue no more than \$35M in COP's in order to keep annual payments between \$2M and \$2.5M.

Target COP

\$35M

Includes construction costs, site remediation, roads, infrastructure, parking

Annual Payments

\$2 - \$2.5M

Annual payments increase or decrease with interest rates and payment period.

State and Federal Funds

\$5M

Anticipated funding from state and federal government

Other Sources

\$5M

General fund and partners, including the City



City Possible Funding Approach

The City contribution could be a combination of cash payment up front as well as a stream of lease payments. The stream of payments would be committed via a lease agreement or IGA, subject to annual appropriations.

Payments would begin no earlier than 2024, allowing the City the option of “earmarking” additional property or sales tax revenue.

Cash Up Front

\$1.5M

Cash contribution no later than 2024, from General Fund Balance (currently \$2.86M)

Annual Capital Lease Payments

\$243K

\$3.5M amortized over 25 years at 4% interest.

Annual Lease Payments

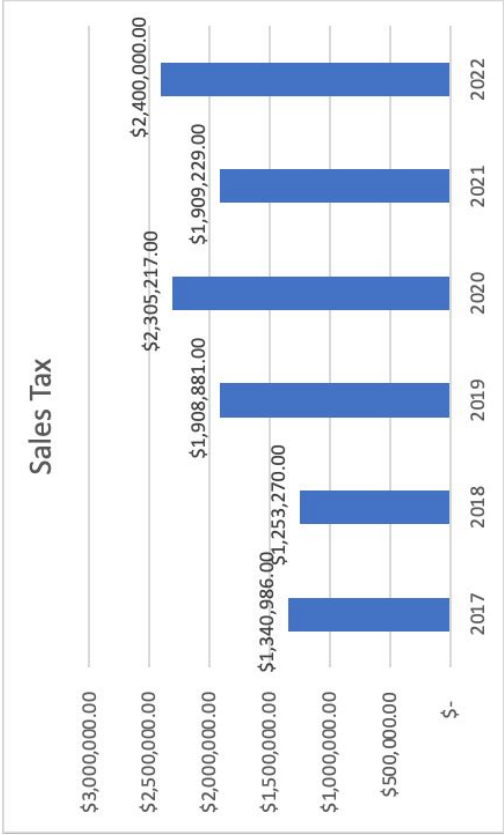
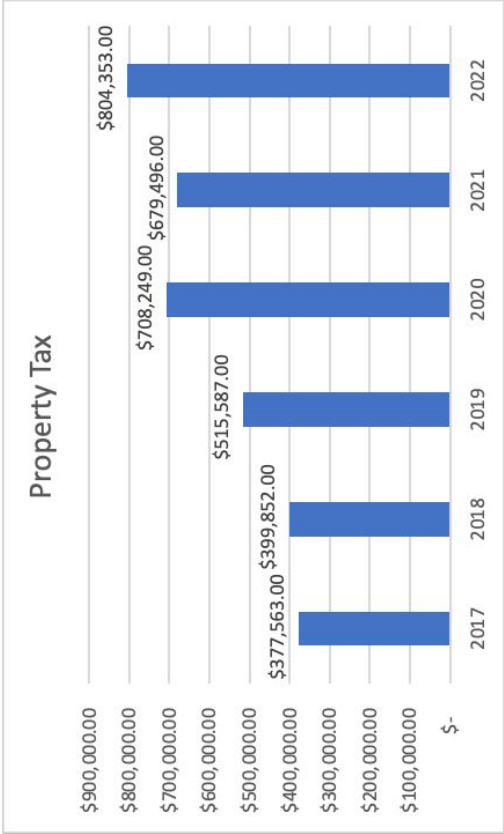
\$60K

Approximate lease payments representing proportional operating costs.



City Possible Sources of Funds

City tax revenue has grown substantially: since 2017, property taxes have more than doubled, and sales tax revenues have increased by 80%.





Requested Next Steps

- 01 | Authorize staff to investigate feasibility.
- 02 | Decide whether or not to participate in project at May 17 Leadville City Council meeting.
- 03 | Continue to participate in CJC facility design and community justice planning.
- 04 | Negotiate payment amounts and IGA/lease terms over 3-4 months.



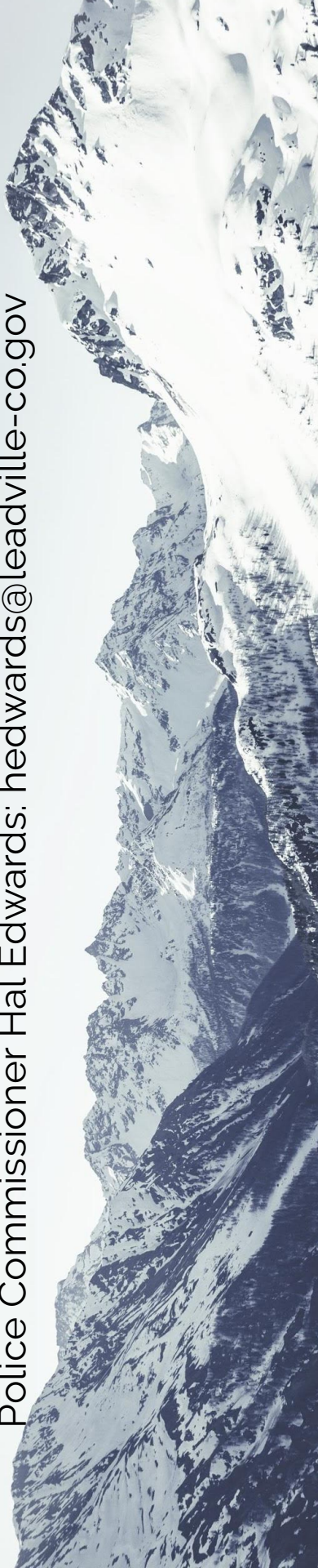
Key Contacts

Commissioner Jeff Fiedler: jfiedler@co.lake.co.us

Colleen Kaneda, Owner's Representative: colleen.kaneda@dynamiccpm.com

Katy Welter, Project Facilitator: katy@weathervanelaw.com

Police Commissioner Hal Edwards: hedwards@leadville-co.gov





AGENDA ITEM #7.J

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3, 2022

SUBJECT: Resolution No. 18, Series of 2022: A Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives

PRESENTED BY: Laurie Simonson, City Administrator

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Staff requests that the City Council approve Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives.

II. BACKGROUND INFORMATION:

At the City Council's goal setting session on April 26, 2022, the council identified employee retention as one of its goals for 2022. Specifically, the council stated that retaining a sustainable city team with the bandwidth to respond to citizen issues was a top priority.

Currently, the city is at risk of losing a number of employees to other employers in the region. This is a problem because each of the city's departments are already critically lean. The Police Department is currently down to one and a half sworn peace officers. The Streets Department has had at least one vacancy for many months. The city's Administration Department (licensing, short-term rental compliance, permits, bill payment and budgeting etc.) is operating below half-staff. This is causing rapid burn-out and fatigue amongst city employees. As former City Administrative Services Manager Sarah Dae noted on her departure from the city, city staff are experiencing stress as workloads continue to pile up. Dae stated: "The burnout is real."

Given this situation, the city has a critical need to retain its current employees to get through this summer as well as to get through the summer of 2023. As a partial means to address this issue, the city is working with an outside contractor to determine whether the city's salaries are comparable to other employers in the region. However, this assessment will not be completed for at least three weeks and any subsequent recommendations arising out of this assessment will need to be vetted and considered by the City Council. Therefore, while the salary assessment is a necessary step, it is unlikely that any salary adjustments for city employees would occur before the summer.

Therefore, the city is looking at additional measures to ensure employee retention this summer and into next year. One such option is to offer employee retention incentives. Employee retention incentives are one way that the city is authorized to expend its federal American Rescue Plan Act Funds.

The U.S. Department of the Treasury recently released its "Overview of the Final Rule for the Coronavirus State & Local Fiscal Recovery Funds American Rescue Plan Act." In this report, the Treasury explained that the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) is a part of the American Rescue Plan (ARPA) which will deliver \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program's intent is to ensure that governments have the resources needed to: (1) Fight the pandemic and support families and businesses struggling with its public health and economic impacts, (2) Maintain vital public services, even amid declines in revenue, and (3) Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity. In this report, the Treasury explained that ARPA funds can be used for employee retention. Specifically, the report stated that:

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

Supporting and retaining public sector workers. Recipients can also use funds in other ways that support the public sector workforce. These include:

Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the

recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.

Staff has proposed two options for employee retention incentives. (See Employee Retention Incentives Spreadsheet – Option A and Employee Retention Incentives Spreadsheet – Option B attached to this memo.) Each of these options would provide a first allotment of incentive for employees (not including reserves) who are in good standing and who have had six months of continuous city employment as of August 11, 2022 and a second allotment of incentive for employees (not including reserves) who are in good standing, who received a first allotment and who have had remained in continuous city employment as of August 11, 2023. “Good standing” means that the employee has been in a work status (except family medical leave (FMLA) or approved paid time off (PTO, bereavement leave etc.)) and has no termination action pending or completed investigation with a recommendation for termination.

Under Option A, the total maximum commitment of ARPA funds is \$228,000. Under Option B, the total maximum commitment of ARPA funds is \$114,000. The purpose of these two allotments are (1) to ensure adequate city workforce by incentivizing current employees to remain with the city through the coming summer and (2) to incentivize city employees to continue their city employment through next summer.

The City of Leadville has been allotted a total of \$721,000 in ARPA funds. These funds must be committed by 2024 and spent by 2026. The city received the first half of its ARPA funds (\$360,500) on June 14, 2021. To date, the city has committed \$170,970 of these funds to local organizations. The city expects to receive the second half of the ARPA funds in June of this year.

One issue ARPA funds recipients have found with the expenditure of ARPA funds is a difficulty in finding a way to expend the funds without creating an ongoing fiscal obligation. For example, if a municipality expends its ARPA funds on a capital acquisition, this would create an ongoing fiscal obligation for maintenance which is an obligation that may need to be paid out of a municipality’s general funds. With this proposal to use a portion of the city’s ARPA funds for employee retention, the city creates no on-going or future costs for the city other than those outlined in the attached Employee Retention Incentives Spreadsheet – Option A or the Employee Retention Incentives Spreadsheet – Option B. The city’s remaining ARPA funds under Employee Retention Incentives Spreadsheet – Option A would be \$322,030. The city’s remaining ARPA funds under Employee Retention Incentives Spreadsheet – Option B would be \$436,030.

These retention incentives would be entirely additive to the employee’s regular compensation. These incentives are also narrowly tailored to the city’s critical need to get through the coming busy summer seasons with multiple events and an increase in requests for permits (temporary use permits, excavation permits etc.) and requests for staff support throughout all city departments. To staff’s knowledge, the city has not previously offered any similar employee

retention incentives and staff is unaware of any similar compensation that alternative employers may offer to compete for city employees.

The city's most important resource is its employees. As Mayor Labbe pointed out during the city's recent goal setting, a city may have all the best snow removal equipment or police cars possible but this equipment is pointless if there is no one to operate it. In order to provide vital services to our community, the city needs a stable workforce. This incentive program is one way to achieve that goal.

III. FISCAL IMPACTS:

Under Option A, the city would commit \$228,000 of its allotted American Rescue Plan Act funds for employee retention incentives.

Under Option B, the city would commit \$114,000 of its allotted American Rescue Plan Act funds for employee retention incentives.

IV. LEGAL ISSUES:

N/A

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives.

VII. COUNCIL OPTIONS:

1. Approve the Resolution.
2. Deny the Resolution.
3. Table consideration of the Resolution and provide direction to staff.

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives and authorize the expenditure of \$_____ in the City's available ARPA funds under the Employee Retention Incentives Spreadsheet – Option _____. I further move to direct City staff to update Resolution 18 in accordance with Council's authorization."

IX. ATTACHMENTS:

1. Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives.
2. Employee Retention Incentives Spreadsheet – Option A
3. Employee Retention Incentives Spreadsheet – Option B
4. List of current city full and part time employees
5. U.S. Department of the Treasury - Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 18
SERIES OF 2022**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF A PORTION OF THE CITY'S
AMERICAN RESCUE PLAN ACT FUNDS FOR EMPLOYEE RETENTION INCENTIVES**

WHEREAS, at the City Council's goal setting session on April 26, 2022, the Council identified employee retention as one of its goals for 2022 and stated that retaining a sustainable City team with the bandwidth to respond to citizen issues was a top priority; and

WHEREAS, currently, the City is at risk of losing a number of employees to other employers in the region; and

WHEREAS, this causes the community a problem because each of the City's departments are already critically lean. For example, the Police Department is currently down to one and a half sworn peace officers, the Streets Department has had at least one vacancy for many months, and the City's Administration Department (licensing, short-term rental compliance, permits, bill payment and budgeting, etc.) is operating below half-staff; and

WHEREAS, these employee shortages are causing rapid burn-out and fatigue amongst City employees; and

WHEREAS, the City has a critical need to retain its current employees to get through this summer as well as to get through the summer of 2023; and

WHEREAS, the City needs to implement measures promptly to ensure employee retention this summer and into next year; and

WHEREAS, one such option is to offer employee retention incentives; and

WHEREAS, employee retention incentives are one way that the City is authorized to expend its federal American Rescue Plan Act Funds ("ARPA"); and

WHEREAS, the City has been allotted a total of seven hundred twenty-one thousand dollars (\$721,000.00) in ARPA funds, and these funds must be committed by 2024 and spent by 2026; and

WHEREAS, the City received the first half of its ARPA funds (\$360,500.00) on June 14, 2021; and

WHEREAS, to date, the City has committed \$170,970 of these funds to local organizations; and

WHEREAS, the City expects to receive the second half of the ARPA funds in June of this year; and

WHEREAS, the City has not budgeted or committed any of its ARPA funds other than the \$170,970; and

WHEREAS, use of a portion of the City's ARPA funds for employee retention creates no on-going or future costs for the City other than those specified for the employee retention incentives; and

WHEREAS, these retention incentives would be entirely additive to the employee's regular compensation, and the incentives are also narrowly tailored to the City's critical need to get through the coming busy summer seasons with multiple events and an increase in requests for permits (temporary use permits, excavation permits, etc.) and requests for staff support throughout all City departments; and

WHEREAS, City Council desires to approve a portion of the City's ARPA funds for the payment of employee retention incentives as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. The City Council hereby:

- (a) authorizes the expenditure of a portion of the city's American Rescue Plan Act Funds in the amount of _____ (\$_____) for employee retention incentives as outlined in the accompanying Employee Retention Incentives Spreadsheet - Option ____; and
- (b) authorizes City staff to take all actions necessary to effectuate this action by City Council in accordance with the requirements of ARPA.

Section 2. This Resolution shall be effective upon its adoption.

ADOPTED this 3rd day of May 2022 by a vote of _____ in favor, ____ against, _____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EMPLOYEE RETENTION INCENTIVE PROPOSAL - OPTION B					
Employee Status	Number	First Installment Amount		Second Installment Amount	
		Must be in good standing with six months of continuous employment with the city as of 8/11/2022		Must be in good standing and have received a first installment and remain continuously employed by the city as of 8/11/2023	
Full Time:	36	\$1,000	\$36,000	\$2,000	\$72,000
Part Time:	4	\$500	\$2,000	\$1,000	\$4,000
		First Installment Total:	\$38,000	Second Installment Total:	\$76,000
				GRAND TOTAL:	\$114,000

Report Criteria:

Employee, Employee number =

168,173,224,257,312,322,348,357,402,405,410,411,417,424,432,433,445,450,457,458,462,463,467,468,469,473,474,476,478,479,480,481,482,485,110,268,274,297,443,452,455,488

Employee Number	Name	Status	Start Date
168	Dailey, Daniel L.	Full Time	12/09/2004
173	Velasquez, Jose E.	Full Time	09/24/2005
257	Henning, Tyler W	Full Time	01/23/2012
297	Hanson, Daniel P	Full Time	12/29/2013
322	Schmitt, Leo	Full Time	03/22/2015
312	Boyle, Stephen D	Full Time	01/01/2016
348	McCann, David M.	Full Time	04/07/2016
357	Borrego, Derick J	Full Time	07/05/2016
402	Knickman, Bo P.	Full Time	07/23/2018
410	Osborn, Marvin P	Full Time	10/17/2018
411	Schneider, Dawna	Full Time	10/22/2018
424	Stepisnik Jr., Arthur M.	Full Time	06/10/2019
433	Vitale, Shannon L.	Full Time	11/18/2019
443	Wilson, Shyler D.	Full Time	01/18/2020
445	Bogcart, Larry F.	Full Time	03/23/2020
417	Slutzky, Zachary W.	Full Time	07/15/2020
457	Ortega, Delfinio John	Full Time	10/13/2020
450	Holmstrom, Peter	Full Time	11/14/2020
462	Conter, Clint G	Full Time	12/14/2020
463	Lobato, Tommy A	Full Time	12/21/2020
224	Olson, Adam D	Full Time	01/11/2021
467	Tye, Lori A	Full Time	02/22/2021
455	Waldrop, Shanti G	Full Time	07/10/2021
473	Edwards, Hal S.	Full Time	08/09/2021
476	Martin Jr., William E.	Full Time	09/07/2021
478	Lopez, Joanna	Full Time	10/25/2021
479	Porzelt, Maria M.	Full Time	11/12/2021
405	Dzekorius-Bailey, Cass	Full Time	12/03/2021
480	Lopez, Natalie	Full Time	01/03/2022
481	Barraza, Destiny A	Full Time	01/04/2022
468	Gorham, Keegan M	Full Time	01/10/2022
482	Barnett, Megan A	Full Time	01/11/2022
432	Hillman, Jessy A.	Full Time	02/07/2022
458	Jacobi, Justin J	Full Time	02/07/2022
469	Gallup, Jesse M.	Full Time	02/07/2022
474	DePetro, Derek C.	Full Time	02/07/2022
485	Simonson, Laurie K.	Full Time	02/14/2022

Total Full Time:

37

110	Swyers, Joseph A.	Part Time	01/09/2008
268	Breyer, Daniel J	Part Time	07/21/2012
452	Floyd, Mary Christina	Part Time	05/01/2020
274	Kuczko, Caitlin M.	Part Time	11/02/2020
488	Builtta, Mikhaila C.	Part Time	03/25/2022

Total Part Time:

5

Grand Totals:

42



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



AGENDA ITEM #8A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3rd, 2022

SUBJECT: TUP for Life Time Fitness Triathlon Series, LLC to Host Leadville Trail Marathon and Heavy Half

PRESENTED BY: Lori Tye

☐ ORDINANCE
☐ RESOLUTION
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Temporary Use Permit for LTF/LRS to host their annual Leadville Trail Marathon and Heavy Half on Saturday June 18th, 2022 from 7:00 am until 6:00 pm.
- II. **BACKGROUND INFORMATION:** This will be the 20th year of the Marathon and the 16th year of the Heavy Half. The marathon will start at 7:00 am and the Heavy Half at 8:00 am, both with the same finish of 4:30 pm. The race course is an out and back through the historic mining district on the east side of Leadville. The course is primarily on old mining roads and trails, topping out at 13,185' at Mosquito Pass. The marathon climbs Adelaide then descends to California Gulch, prior to climbing the Venir. Athletes then descend back to Adelaide before climbing to Lincoln Gulch on the way to Mosquito Pass. Athletes then return via the same route to the finish.

Applicant is requesting the closure of east ½ of the 100 block of East 6th to be handled by the City of Leadville staff. All other equipment to be set up by race official staff.

LLCFR Fire Marshal Steve Boyle has the following for the LMSP event:

At no time during the event is there to be any parking in the alleyway entrances nor any parking in front of fire hydrants. LLCFR has no other concerns.

- III. **FISCAL IMPACTS:** N/A
- IV. **LEGAL ISSUES:** N/A
- V. **STAFF RECOMMENDATION:** Consider and Review Temporary Use Permit Application for LTF/LRS to host their annual Leadville Trail Marathon and Heavy Half on Saturday

June 18th, 2022 from 7:00 am until 6:00 pm. Staff recommends applicant address parking, shuttles and security and conveys to Council plans for those stressors.

- VI. **COUNCIL OPTIONS:** Approve, Approve with Condition or Deny
- VII. **PROPOSED MOTION:** I move to approve Temporary Use Permit for LTF/LRS to host their annual Leadville Trail Marathon and Heavy Half on Saturday June 18th, 2022 from 7:00 am until 6:00 pm.
- VIII. **ATTACHMENTS:** Complete Temporary Use Permit Application, with venue map, and this cover sheet.



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

Temporary Use Permit Application (Event):

A **Temporary Use Permit** is required for any organized activity involving the use of, or having impact upon, **public property, public facilities, parks, sidewalks, paths, trails, streets or other public areas** or the **temporary use of private property in a manner that varies from its current land use**, that lies within the boundaries of the City of Leadville. This application does **not** apply to nor will it be reviewed by any state or federal entity; this is the applicant's responsibility.

Impact is defined as: *Any closure, impedance, damage, destruction, abnormal wear and tear, interference or use of any public facility, property, roadway, trail, structure, ingress, egress or business function that causes extraordinary or unusual expense, or deters or detracts from other duties for any governmental agency within the City of Leadville, Colorado.*

All Event Permit applications are handled through the Director of Administrative Services office. After the applicant completes the Application and attaches any required documents, it is to be returned to the Director of Administrative Services. Applications are available on line at www.cityofleadville.com. They can be printed and faxed or emailed back to the City.

Reasons that your application may be denied are:

- Agencies may not have the resources to dedicate to your event,
- Your event may be deemed as too intrusive to the community,
- Your event may be deemed as inappropriate for the community or
- Your event may be deemed to be too destructive to the community.
- Other reasons may be expressed in the denial.

Acceptance of your application should in no way be construed as final approval or confirmation of your request. You will be notified if your event requires any additional information, permits, licenses or certificates. During the initial application screening process you will be given time to provide us with all pending documents (e.g. certificate of insurance, secondary permits, etc.). All documentation must be received before a Special Event Permit will be issued.

Permit applications must be received no later than ninety (90) days prior to the actual date of your event if the event will require closure of Harrison Ave/HWY 24 (unless City Council agrees and approves to a less amount of time for the submission). For applications that will require a temporary closure of Harrison Ave/HWY 24, that would delay access to Harrison Ave for two hours or less, do not require a ninety (90) application submittal. Permit applications must be received no later than thirty (30) days prior to the actual date of your event for all other requests that do not require closure of Harrison Ave/HWY 24 or for temporary closure as noted above. **Information from your permit application is considered public information** and may be used in developing the calendar of community events or reviewed by the public under the Open Records Act.

Issuance of a Special Events Permit **does not create any liability** for the issuing entities outside of their normal responsibilities under Colorado Revised Statutes. **It does not create a contractual agreement** with you and the issuing entities to perform any duty, responsibility or to perform any function other than what is provided for under the permit. **The applicant will not have any fees returned after the permit has been issued due to weather, lack of participation or any other reason.**

The applicant is responsible to ensure appropriate porta-potties, trash receptacles, arrange for Fire, ambulance, or law enforcement to manage their event as needed. If the event is deemed by local officials that these needs have not been met and additional resources are called in, the event will pay for those costs.



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

APPLICATION

Event Title: Leadville Trail Marathon and Heavy Half

Description: (Describe what your event is about, who and what will be involved, how it will work and any special information that you feel is important to help us understand the details of the event)

This will be the 20th year of the Marathon and the 16th year of the Heavy Half. The marathon will start at 0700 and the Heavy Half at 0800, both with the same finish time of 16:30. The race course is an out and backthrough the historic mining district on the east side of Leadville. The course is primarily on old mining roadsand trails, topping out at 13,185' at Mosquito Pass. The Marathon climbs Adelaide then descends to California Gulch. prior to climbing up the Venir. Athletes then descend back to Adelaide before climbing to Lincoln Gulch on the way to Mosquito pass. Athletes then return via the same route to the finish.

___COVID-19 Protocols will be in place(if required at the time and will match local requirements at the time of the event; They will include but not limited to: masks required at Registration, start, finish, and aid stations, hand sanitizer readily available at Registration, Start, Aid Stations, Finish line, restrooms, etc, spectators highly discouraged, social distancing highly encouraged, different start times to keep athletes distanced throughout the day

Set up Dat June 17th, 2022 Time _8:00am_____ Day of Week_Friday_____

Event Starts Date _June 18th , 2022 Time _0700_____ Day of Week__Saturday_____

Event Ends Date _June 18th , 2022_ Time _1800_____ Day of Week _Saturday_____

Dismantle Date _June 19th, 2022 Time ___12:00 noon___ Day of Week _Sunday_____

Location(s) requested: _ Closure of east 1/2 of the 100 block of East 6th to be handled by the City of Leadville staff All other equipment to be set up by race official staff. We currently plan to continue to eliminate bleachers for 2022 to deter spectating and group gathering.

See operating

Anticipated Attendance Total _Continuing to encourage Zero and expect there will still be a number of folks up to 1000_____ Per Day ___1000_____ (not including participants)

Anticipated Participants Total _1200_ Total: 1200___

Anticipated # of vehicles 1500

CONTACTS

Host Organization __LTF Triathlon Series, LLC_____

Chief Officer of Host Organization __Bahram Akradi_____

Applicant (Contact) Name __Tamira Jenlink_____

Address__213 Harrison Avenue_____ City Leadville__ State CO__ Zip __80461_____



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

Telephone Number Tamira 303-990-2559__ FAX Number _____ Pager/Cellular

_Above_____ E-Mail Address: tjenlink@lt.life_____



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

APPLICATION, *CONTINUED*

If your event will impact city services please give description:

Closure of east 1/2 of the 100 block of East 6th to be handled by the City of Leadville staff. All other equipment to be setup by race official staff.

If your event involves alcohol, weapons, speed activities, high speed vehicles, pyrotechnics, loud noise of any kind or any unusual activity please describe:

____ Race begins and ends with a shotgun blast. Emcee entertaining spectators throughout the day, and alcohol is planned to be served by the Leadville Sports Hall of Fame (separate permit)_____

Does your event require Harrison Ave/ HWY 24 to be closed? Please indicate in the box below. If it does require closure of Harrison/HWY 24 you will be required to adhere to the City of Leadville traffic control plan A or B. If you have comments related to this section please indicate in the space below.

YES ☐ NO ☒

Does your event require Harrison Ave/ HWY 24 to be closed for a short term duration of up to a few hours? Please indicate in the box below. If it does require temporary closure of Harrison/HWY 24 you will be required to adhere to the City of Leadville traffic control plan C. If you have comments related to this section please indicate in the space below.

YES ☐ NO ☒

Please see Operating Plan.

If required, an original Certificate of Insurance must be received by the City of Leadville prior to the approval and issuance of your Special Event Permit.

The applicant will need commercial general liability insurance that names as Additional Insured, the "City of Leadville its officers, employees, and agents" and any other public entities impacted by your event to which this permit applies. Insurance coverage must be maintained for the duration of the event including setup and dismantle dates.

Name of Insurance Agency ____Hays Companies_____

Address _80 South 8th Street Suite 700_City Minneapolis__ State _MN_ Zip _55402_____



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

Telephone Number __1-612-333-3323__ Pager/Cellular _____

Contact Name __Dawn Heinemann and Angela Whirley_____

Policy Type __Commercial General Liability_____

Policy Amount __\$1,000,000_____ Policy Number _PHPK2073324_____

*** Please see attached COI



Email: admins@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

If the item does not apply please write N/A in the box.

- ☐ Location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ Provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☐ Location of first-aid facilities and ambulances.
- ☐ Location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ☐ A detailed or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills.
- ☐ Generator locations and/or source of electricity.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Other related event components not listed above. _____

CERTIFICATION:

I/we certify that the information contained in the foregoing application is true and correct to the best of my/our knowledge and belief that I/we have read, understand and agree to abide by the requirements, rules and regulations governing the proposed Special Event Permit under the City of Leadville. I/we agree to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event, I/we agree to pay all fees, taxes and the City shall not be liable for the payment of such taxes. I/we agree to abide by the requirements of the Special Events Permit, and further certify that I/we, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible, in conjunction with the Host Organization, for any costs and fees that may be incurred by or on behalf of the Event to the City of Leadville.

Print Name Host Organization ___LTF Triathlon Series, LLC_____

Print Name of Authorized Agent ___Tim Brosious_____

Title ___Event Manager_____

Signature Tamira Jenlink

Date _3/27/2022_____

Approved by: _____



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

APPROVAL/DENIAL PAGE

(copy to be given to applicant along with the application, and filed with documentation)

REQUEST HAS BEEN:

Event approved: _____
Date

Event Denied: _____
Date

INSURANCE REQUIRED? ☐ YES
(Attach Certificate of Insurance to file copy)

☐ NO

Special Events Permit Requirements:

Approval Granted by: _____

Date: _____



Email: adminservices@leadville-co.gov

Phone: 719-486-2092 Fax: 719 486-5813

LEADVILLE TRAIL MARATHON AND HEAVY HALF MARATHON

2022 OPERATING PLAN

1. On site agents:

Events Manager: Tamira Jenlink

Cell: 303-990-2559

Email: tjenlink@lt.life

Office: 303-990-2559

2. Dates: 11:00am Friday, June 17, 2022 – 8 pm, Saturday, June 18, 2022.

3. Description of event:

Trail Marathon climbs to Adelaide, then drops into California Gulch before ascending to Venir, athletes then descend back down to Adelaide, pass Lincoln Gulch, then climb Mosquito Pass, and return.

The Heavy Half Marathon course passes through Lincoln Gulch, climbs Mosquito Pass, and returns.

4. Location (map attached): See map

5. Services needed: Use of 6th Street from Poplar to Ash, and closure of ½ of 100 block of East 6th Street, from 2:00 p.m. Friday to 8 p.m. on Saturday. Police Lead out at start of race to 5th Street and Fryer/Trail

6. Planned number of participants: 1200

Maximum number: 1200

7. Number of spectators anticipated: 0

Maximum number: 0

8. Duration of event:

June 16 – Trash receptacles, port-a-potties staged, tent installed

June 17 - Expo set - up and Packet Pick-up in H&R block parking lot

June 18 – Race from 7am to 5 pm

June 19 – Pick up port-a-potties (course picked up June 19)

9. Overnight areas needed: No

10. After hour activities for multiple-day events (music, food, etc.): Not applicable

12. Other permits required and coordination or cooperating agreements: Lake County

13. Facilities provided:

Temporary facilities include tents, port-a-potties, dumpster or other garbage receptacles, recycling boxes, and trail signage and markings. The trail markings will include trail marking tape, signs, and flour arrows along the course. Tents will be erected at aid stations – Venir, Resurrection, and Lincoln Gulch. Table with fluids only will be located at Adelaide.

14. Provisions for drinking water:

Filtered Water is available at all aid stations, and start / finish area. In addition there will be single serve canned water available for all participants and staff.

15. Signing:

Temporary race route marking will be put up the week of the race (day of race on 6th Street) and removed by 5pm June 19th. We will provide Pre-event notice Beginning Monday of Race week switching to "EVENT in PROGRESS" signage Early Saturday am.

16. Sanitation Plan:

Port-a-potties will be located:

19 Units to be located at the Start/Finish (spread out to ensure social distancing)

1 ADA to be located at Start/ Finish area

2 Dual Station Hand Wash Unit located at the Start/Finish

4 Units to be located at the Resurrection Mine (Lower Parking Lot)

4 Units to be located at the Venir Mine

4 Units to be located at the Lincoln Gulch 1/2 Marathon Aid Station

Recycling boxes and dumpster or other garbage receptacles located at LRS gravel lots. Recycling and garbage boxes at every aid station.

17. Accommodations for disabled visitors (i.e., parking, access):

Accommodations will be made on a per-case, as needed basis.

18. Power supply requirements:

Power needed for the announcer stand and timing system – portable generator will supply this need and be located at start/finish at 125 E. 6th St.

19. Public address system requirements: N/A

VENDORS

20. Will food or beverages be provided? Yes, they are required to have a single Dry Chemical Extinguisher accessible near the heat source. All aid stations will provide food and water.

- Post race food/beverage (Silver Dollar Saloon – Eric St. Johns)
- All racers will be offered a water bottle upon finishing

21. Included in price? Yes

22. Agreements with vendors or caterers: Yes

23. Numbers of vendors or caterers: 2 / One Caterer and one Non-Profit for disseminating beer.

24. Location of food or beverage: H & R Block parking lot located across from 6th Street Gym.

25. Alcohol for sale: Yes, Leadville Sports Hall of Fame

- If possible/approved.

26. Insurance coverage for alcohol: Yes

27. **Other products for sale:** N/A

28. **Other equipment for rental:** N/A

29. **Additional third party agreements:** N/A

PARKING AND VEHICLES

When planning for parking volunteers at aid stations, one lane will **always** be open for emergency vehicles. LRS plans to secure the community field for parking and provide additional shuttle resources to decrease burden on immediate parking within the community.

31. **Locations:**

Racers and spectators will be advised of parking locations in town with specific focus on the community fields.

32. **Parking attendants and locations used:**

Parking areas will be monitored by paid traffic control staff and volunteers, wearing safety vests.

33. **Parking security:** N/A

34. **Traffic controls:** Volunteers will be required to wear safety vests.

35. **Shuttle service:** Planned service from satellite parking areas to decrease parking burden on town proper. Specifically, we plan to secure the community field and offer a shuttle service to mitigate parking issues in town.

36. **Will any road closures be needed?**

East ½ of the 100 block of East 6th Street

SAFETY/COMMUNICATIONS/MEDICAL

37. **Medical Plan:**

Emergency vehicle access is always a top priority.

Rapid Response Paramedic - Robert Montoya - 303-917-5465

Leadville Police Department – (719) 486-1365

Lake County Sheriff's Department – Sheriff – (719) 486-1249

Colorado State Patrol – Corp Greg Muse – (720)-576-3893

Lake County Search and Rescue – (719) 293-1244

St. Vincent's Hospital – (719) 486-0230

38. **Communication type and number of equipment:**

Cell phones and hand-held radios (LRS owned). In addition, our staff will coordinate with the OEM with our comms plan to include LRS mutli-band radios which will facilitate comms direct with SARS /EMS and Law as necessary, and will be coordinated with all teams to insure efficient/effective and optimal comms throughout all races.

39. **Safety closures for high risk areas and protection of spectators:** N/A

ADVERTISING

40. **Description of event advertising:**

All event advertising includes, but not limited to – entry forms, newspaper postings, radio announcements, magazine ads, social media, and race website. Use of overhead signs at north and south ends of Leadville.

41. **Target audiences:**

Local and regional participants.

42. **Planned filming**

At this time, there are no plans for filming.

43. **What is the reason for filming:** N/A

44. **Type of advertising proposed for the event:**

Aid Station signs, banners.

CLEANUP

45. **Time frame to remove all facilities and garbage after the event:**

Completed by 8 pm on June 18, 2022.

46. **Garbage collection site location:**

Race volunteers are assigned to clean-up, remove trail marking, and police the trail. Recycling boxes and dumpster or garbage receptacles located at 135 6th Street (H&R Block building). Recycling and garbage boxes at all aid stations, and staffed by C4 staff. C4 is contracted to will staff all aid stations and manage garbage as well as recycling. IN addition they will handle all garbage and recycling and removal from aid stations and start / finish area to be taken to proper disposal site.

Leadville Trail Marathon and Heavy Half 2022

Event Schedule

Friday, June 18

- **Registration and Packet Pick Up - 2:00pm - 8:00pm**

- 6th and Poplar Streets - LRS Gravel Lots
 - Outdoor Packet Pick Up
 - Athletes ONLY
 - Longer hours to spread out the field
 - One way direction in and out
 - Signage regarding social distancing
 - Mask requirements
 - Hand Sanitizer Stands
 - NO Expo or Sponsor Tents/Activations

Saturday, June 19

- **Registration and Packet Pick Up** - 5:45am-7:30am
 - Same as above
- **Race Start!** Marathon at 7:00am - Wave Start - 500 total athletes
 - Location: 6th and Poplar
 - Masks Required until out of Start Corral/Safely away from others
 - Waves of 100 every 5 minutes
 - Wave 1 - 7:00am
 - Wave 2 - 7:05am
 - Wave 3 - 7:10am
 - Wave 4 - 7:15am
 - Wave 5 - 7:20am
- **Race Start!** Heavy Half Marathon at 8:00am - Wave Start - 500 total athletes
 - Location: 6th and Poplar
 - Masks required until out of Start Corral/Safely away from others
 - Waves of 100 every 5 minutes
 - Wave 1 - 8:00am
 - Wave 2 - 8:05am
 - Wave 3 - 8:10am
 - Wave 4 - 8:15am
 - Wave 5 - 8:20am
- **Cut-Offs** - these will be implemented at the following times and locations
 - **Outbound**
 - Resurrection Aid Station: 11:20am
 - **Inbound**
 - Resurrection Aid Station: 1:30pm
 - Lincoln Gulch Aid Station: 2:00pm
 - Venir Aid Station: 3:00pm

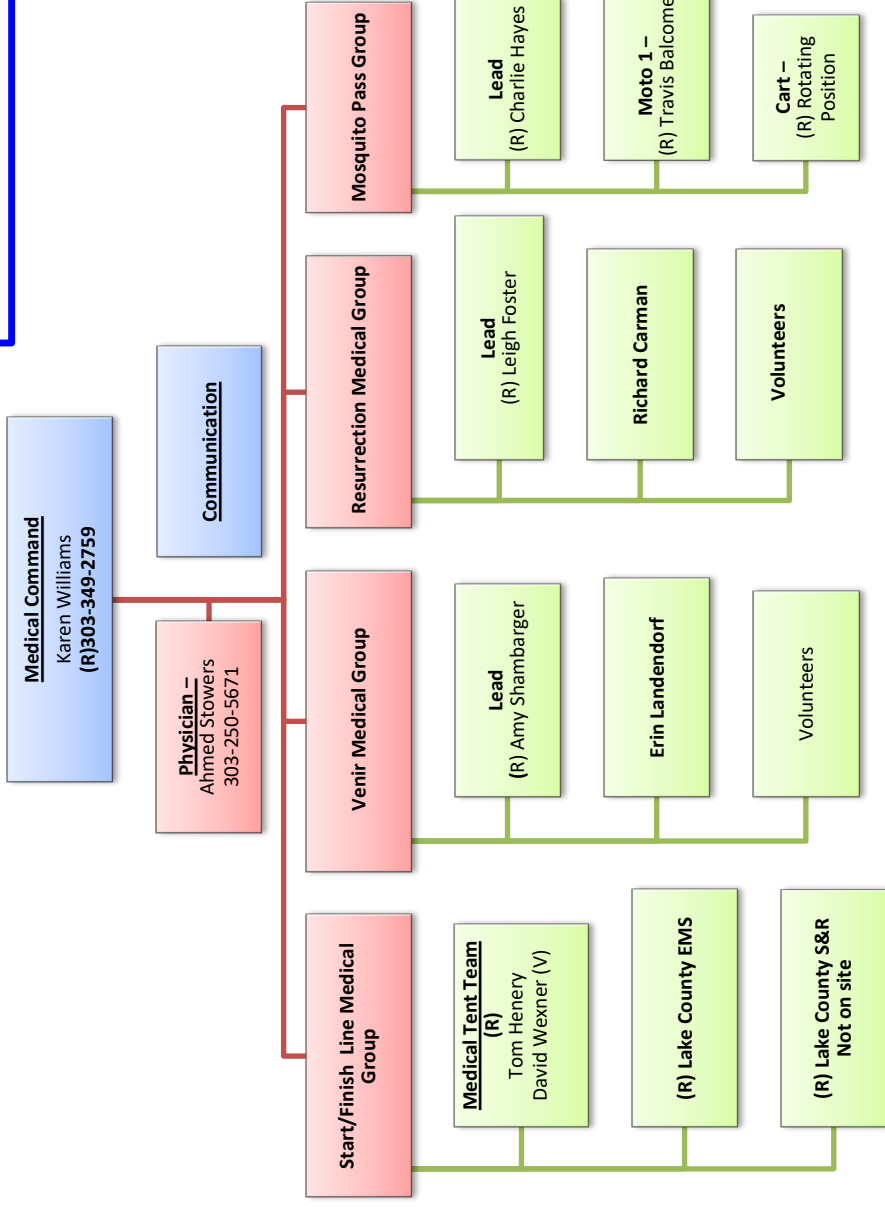


Leadville Heavy Half/Marathon Event Medical Plan (EMP)

June 18, 2022



Leadville Heavy Half/Marathon
Event Medical Plan for Saturday – June 18, 2022
0600-1700



Communications:

Primary: Lake County 800mHz Radio
Alternate: Race Radio Communications
Contingency: Cell
Emergency: RED NW

Hospital: St Vincent Hospital

822 W. 4th St, Leadville
719 - 486 - 0230

Southlands ED – Refusals:

303-649-3011

****Ahmed Stowers – MD**

303-250-5671

****Tamira Jenlink – Race Director**

303-990-2559

Medical Response:

Primary: Paramedic event response
Transport St Vincent EMS
Alternate: 911 EMS response – Various Agencies
Contingency: Flight for Life

Coordinating Agencies:

Lake County Search & Rescue
Colorado State Patrol
St Vincent EMS
Lake County Sheriff
City of Leadville Police

(N)– Not on Site
(R) = Radio

LEADVILLE
TRAILMAR
& HEAVY HALF

HEAVY HALF ROUTE (OUT AND BACK)

(OUT AND BACK)

MARATHON ROUTE

— OUTBOUND — INBOUND

HEAVY HALF AID LOCATIONS

B RESURECTION	4.5 MILES
C MOSQUITO PASS	7.75 MILES
B RESURECTION	11.0 MILES
FINISH	15.5 MILES

MARATHON AID LOCATIONS

A VENIR	6.1 MILES
B RESURECTION	10.3 MILES
C MOSQUITO PASS	13.7 MILES
B RESURECTION	17.1 MILES
A VENIR	21.3 MILES
FINISH	26.2 MILES



Leadville Heavy Half / Marathon – Medical Plan – June 18, 2022

Response Plan:

Unified Command will be set up for this event.

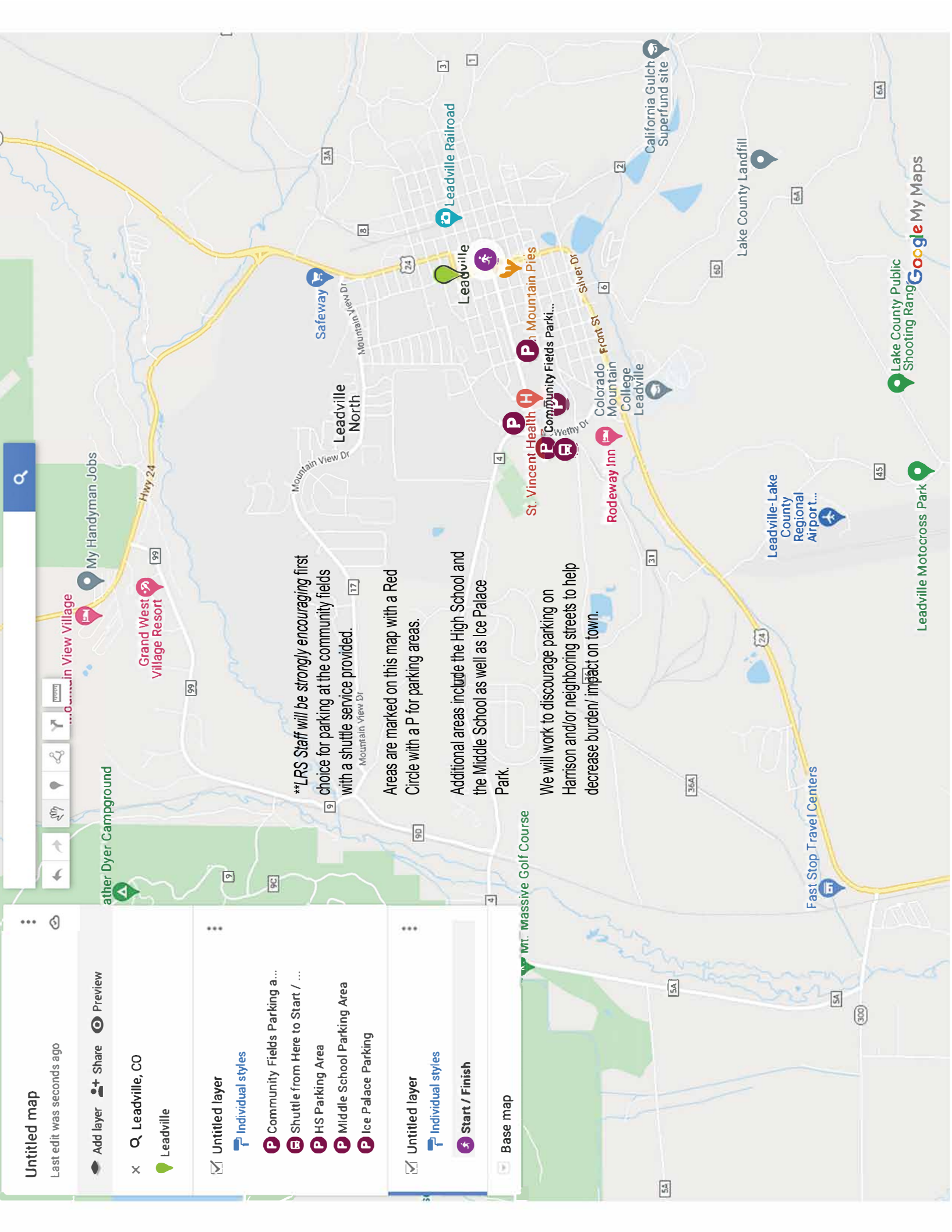
Main Medical (10x10) tent will be set up at the start/finish area and staffed with a Paramedic and volunteers. Primary care will be provided with ALS equipment on site.

Each aid station will be staffed with medical providers with a radio and basic wound care equipment and an AED. If transport is needed, they will radio to the command post to request transport or other recourses.

Lake County Search and Rescue will be in the area to assist if needed with a present in the command post. St Vincent EMS will have one ambulance scheduled for the event.

Aid Stations staff needs to be in place no later than 0700


Document all athlete contacts.



Untitled map

Last edit was seconds ago

Add layer  Share  Preview 

 Leadville, CO

 Leadville

☒ Untitled layer

 Individual styles

 Community Fields Parking a...

 Shuttle from Here to Start / ...

 HS Parking Area


 Middle School Parking Area

 Ice Palace Parking

☒ Untitled layer

 Individual styles

 Start / Finish

 Base map

****LRS Staff will be strongly encouraging first choice for parking at the community fields with a shuttle service provided.**

Areas are marked on this map with a Red Circle with a P for parking areas.

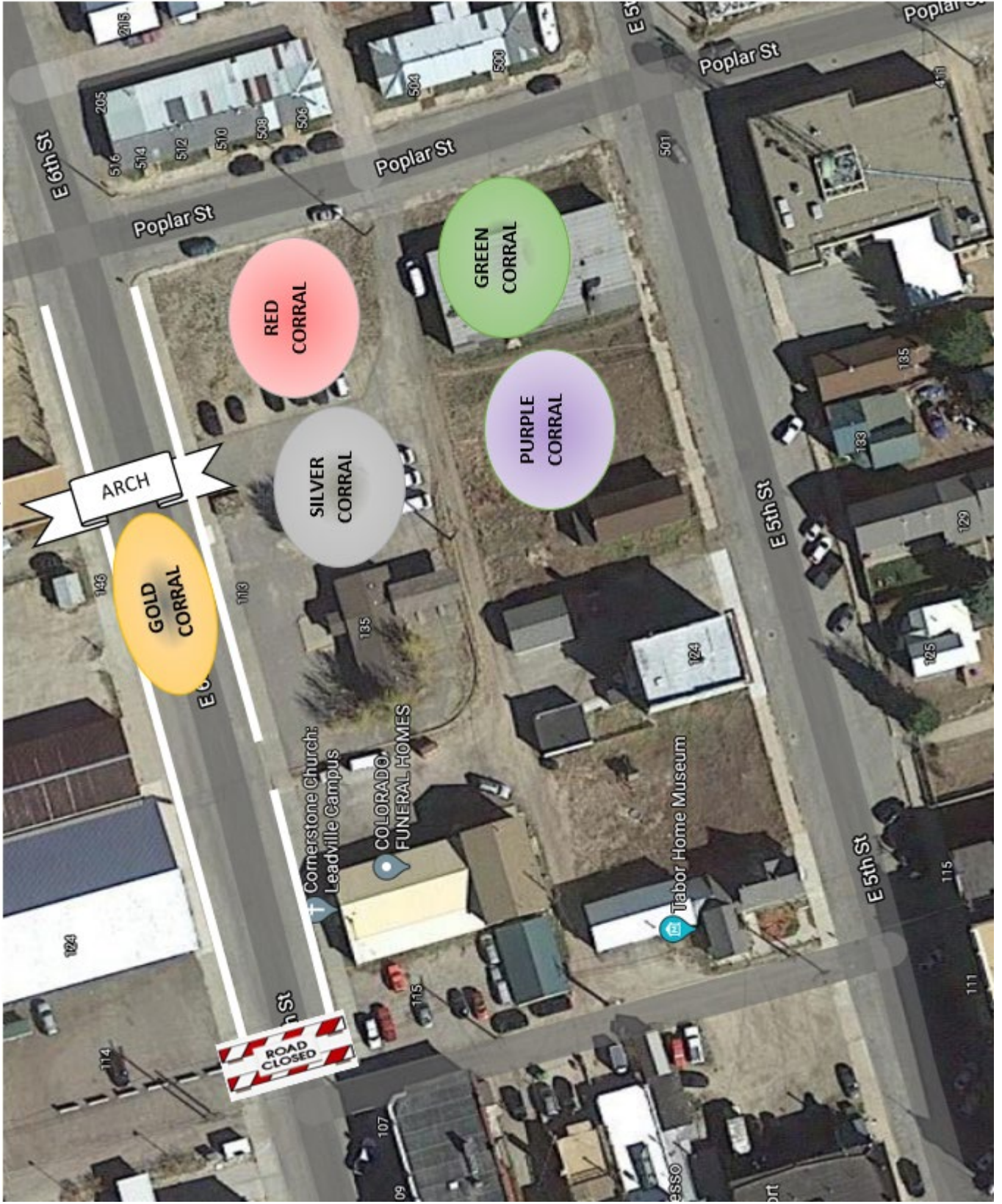
Additional areas include the High School and the Middle School as well as Ice Palace Park.

We will work to discourage parking on Harrison and/or neighboring streets to help decrease burden/ impact on town.

 Lake County Public Shooting Range

 Leadville Motocross Park

Leadville Trail Marathon and Heavy Half 2022
Start/Finish Venue Map



Start and Finish Venue Operations

Start: For 2021 the Start of the Trail Marathon will utilize wave starts with athletes placed into color coded corrals. 100 athletes to be assigned per corral. Corrals will start the event in waves every 5 minutes. **Masks required until athletes leave the Start chute and are safely away from others.**

- Gold Corral will be lined up in the Start Chute first.
- Silver, Red, Purple, and Green will be staged on the gravel lots of the LRS property.
- Gold Corral start times:
 - o Marathon: 7:00am
 - o Heavy Half: 8:00am
- As athletes start the race the Silver corral will enter the Start chute at the west curb cut out in front of the H&R Block building
 - o Silver Start Times:
 - Marathon: 7:05am
 - Heavy Half: 8:05am
- This process will be repeated every 5 minutes for Red, Green, then Purple corral last.
 - o Purple Corral (LAST) Start Times:
 - Marathon: 7:20am
 - Heavy Half: 8:20am
- Each staging area/corral represents about 80 feet diameter; 5,027 square feet, 50 square feet per athlete (6' diameter circle is 28'). There is plenty of square footage to allow for proper distancing between athletes and for athletes to safely move about the corral.
- Spectating is discouraged unless permitted by local agencies.

Finish: Upon finishing the event, athletes will receive a finisher's medal and bottled water in the finish chute.

- Masks required in Finish Chute
- Medical Staff will be present in the finish chute
- ONLY Athletes, permitted volunteers, medical, and staff allowed in Finish Chute
- Bananas, nutrition, and individually served food available if athletes need.
- Athletes will be directed by the Emcee, staff, and volunteers to clear out of the area as quickly as possible. Spectating will be highly discouraged.



AGENDA ITEM # **8B**

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3rd, 20212

SUBJECT: Haler Properties LLC COA for 800 Poplar Street Rehabilitation & Renovation

PRESENTED BY: Lori Tye

☐ ORDINANCE
☐ RESOLUTION
☒ MOTION
☐ INFORMATION

-
- I. **REQUEST OR ISSUE:** Consideration of a Certificate of Appropriateness for the purposes of Rehabilitation & Renovation at 800 Poplar Street.
- II. **BACKGROUND INFORMATION:** The Historical Preservation Commission met on Tuesday, April 26th, 2022 for consideration of Rehabilitation & Renovation at 800 Poplar St in the National Historic Landmark District. The original structure dates back to 1883 according to Sanborn Maps, but was altered many times before 1937. The commission heard from staff, Morgan Law, architect and the applicant, Alex Haler. The HPC reviewed the COA criteria regarding renovation, and any impacts that would have on the neighboring structures. There were no public comments. The HPC discussed siding and the requested altering of doors and windows, with the contractor and applicant.
- A motion was made to approve the COA for Rehabilitation & Renovation at 800 Poplar Street, it was seconded and unanimously voted to approve and recommend to City Council for project approval.
- III. **FISCAL IMPACTS:**
- N/A
- IV. **LEGAL ISSUES:**
- N/A
- VI. **STAFF RECOMMENDATION:** Consider the Historical Preservation Commission's recommendation on this proposed Certificate of Appropriateness. The alteration of a few

window and door openings would actually make the windows more symmetrical and uniform. The current widows, as well as the openings, are not historic. Staff recommends that the Council approve a Certificate of Appropriateness for the rehabilitation & renovation of 800 Poplar St.

VII. **COUNCIL OPTIONS:** Approve, Approve with Conditions, Deny or request a Continuance for more information. Rehabilitation & Renovation at 800 Poplar Street

VIII. **PROPOSED MOTION:** Motion to Approve COA for 809 Harrison Ave:

I move to approve the Certificate of Appropriateness for Rehabilitation/Renovation at 800 Poplar Street, Leadville CO 80461 based on the criteria set forth in the related COA application materials and staff report dated April 26th, 2022, the City of Leadville's municipal code, Sections 17.44, and the 2015 Leadville Comprehensive Plan.

IX. **ATTACHMENTS:** Complete 800 Poplar St Certificate of Appropriateness application, staff report dated April 26th, 2022 and this cover sheet.

Applicant: Taylor Hawley Date: 03.28.2022

**LEADVILLE HISTORIC PRESERVATION
CERTIFICATE OF APPROPRIATENESS PRE-APPLICATION**

DETERMINATION OF NEED:

1. Is this property located within the National Historic Landmark District? ☒ Yes ☐ No
2. Is the property listed on the Leadville Historical Inventory? ☐ Yes ☒ No
3. What is the property address: 800 Poplar Street Leadville, CO 80461
4. Are the proposed changes certified by the State Historic Preservation Office? ☐ Yes ☒ No
5. Type of construction: Type IIIB

TYPE OF APPLICATION REQUIRED:

*Note-Staff will discuss the following procedures outlined below with the applicant.

- 1) **Insubstantial modification – Planning official will determine if the project meets the qualifications. If modification is insubstantial, no further action will be necessary. There is no fee for an insubstantial project.**
 1. An insubstantial modification is defined as the following:
 - a. The replacement of surface materials such as roofing or siding or an exterior architectural feature with materials and design substantially similar to the existing materials or design.
 - b. The installation, removal or replacement of a fence, awning, or roofing material.
 - c. The reuse of an existing window or door opening which has been covered or filled through installation of a replica of a historic door or glazing.
 - d. Those activities deemed to not detrimentally impact or influence in any substantial way the historic integrity or appearance of a landmark building, structure, site or designated historic district, or as deemed to be minor upon petition to and determination by the Administrator or his or her designee.
- 2) **Substantial modification-- Planning official will determine if the project needs further review. If modification is substantial, please complete the process as described in the attached documents and the \$125.00 fee.**
 1. A substantial modification is defined as the following:
 - a. An activity not defined or qualifying as an insubstantial or minor activity, including, but not limited to: reconstruction, rehabilitation, remodeling, renovation, relocation or demolition.
 - b. Alterations, additions or other work performed on a building, structure or site that result in the increase or decrease of site coverage, floor area or exterior wall or roof surface.
 - c. The installation, alteration or removal of a window or door opening.
 - d. The replacement or repair of surface materials such as roofing or siding or an exterior architectural feature with materials or design not substantially similar to the existing materials or design.
 - e. The cleaning of an exterior surface of a contributing or landmark building or structure by sandblasting, high-pressure spraying or other chemical or mechanical means.
 - f. Application of sealant, paint, stucco, texture or other material that would conceal, alter or damage the exterior of any contributing or landmark building with an existing unfinished or unpainted brick, masonry or other unfinished siding or structural element.
 - g. Those activities deemed to potentially impact or influence in any substantial way the historic integrity or appearance of a landmark building, structure, site or designated historic district, or as deemed to be major upon petition to and determination by the Administrator or his or her designee.

Signature of Applicant: Taylor Hawley Date: 03.28.2022



THE CITY OF LEADVILLE

CERTIFICATE OF APPROPRIATENESS APPLICATION FORM

Application File No. _____

1) ACTION REQUESTED

Insubstantial Modification ☒
Substantial Modification ☐
Local Designation ☐
Other ☐

2) APPLICANT STATUS

Date of Application: 03.28.2022

Received by: _____

Application Fees Required: \$125.00 for Substantial Modification \$0 for Insubstantial Modification

Date Fee Paid: _____

Date(s) App. Acted On: _____ Action Taken: _____

3) APPLICANT AND OWNER INFORMATION

Name of Applicant: Taylor Hawley (Shape Architecture Studio)

Property Address: 800 Poplar Street Leadville, CO 80461

Mailing Address of Applicant if other than property address: _____

23 N Lincoln Street Suite 200, Denver, CO 80203

Telephone: 303-902-9315

Land Owner*: Haler Properties LLC

Address: 802 W 12th Ave, Denver, CO 80204

Telephone: 970-452-1214

- List Landowner(s) individually if other than applicant

4) APPLICATION MATERIAL SUBMISSIONS (Items to be included with this application):

- Photographs:** All applications shall be accompanied by photographs reasonably and accurately depicting the current status of the building, structure or site, or that portion thereof, subject to the application.
- Dimensioned Site Plan:** Site plan showing street locations, existing structure and proposed new elements or structures.
- Dimensioned Floor Plan (s):** Floor plans showing existing structures and proposed new elements or structures.
- Dimensioned Roof Plan:** Roof plan showing proposed new roof elements in context of the existing roof.
- Dimensioned Exterior Elevations:** Exterior elevations showing appearance of proposed project with all materials and indicating finishes.
- Building Sections and Construction Details:** Sections and details as required adequately explaining and clarifying the project. Note all materials and finishes.

- g. **Specification of Materials:** Manufacturer's product literature and material samples. Product literature is required for replacement windows.
- h. **Bids:** If proposing to replace existing historic materials or features with replicas rather than repair or restore, firm bids must be provided for both restoration and replication.
- i. **Window Replacement:** If proposing to replace historic windows (aside from wooden replica sash replacement) justification shall be provided as outlined in National Park Service Preservation Brief #9. Submittal must include written assessment of condition of existing windows.
- j. **New Construction** shall include the following information:
 - I. **Block Site Plan.** A site plan or aerial photograph showing relationship of proposed structure to existing structures.
 - II. **Written Statement.** A written statement of the design philosophy and building program.
 - III. **Massing Model.** A massing model illustrating the relationship between the new structure(s) and existing building(s) on the project site and adjacent lots.
 - IV. **Photographs.** Photographs of the surrounding structures including both block faces and side streets.
- k. **Demolition or relocation** of a building, structure or site shall include the following:
 - I. A detailed description of the reasons supporting or justifying the proposed demolition or relocation, including a delineation and explanation of all economic data where economic hardship or other economic cause is given as a reason for the proposed demolition or relocation.
 - II. A detailed development or redevelopment plan for the demolition and/or receiving relocation site and a schedule for completion of the work.
 - III. Elevations, building sections, construction details, specifications and massing model of proposed replacement structure similar to those required for new construction.
 - IV. For landmark or contributing structures the applicant must submit a report prepared by an architect, appraiser, engineer or other qualified person experienced in the rehabilitation, renovation and/or restoration of historic buildings, structures or sites addressing:
 - 1. The structural soundness of the building, structure or site and its suitability for rehabilitation, renovation, restoration or relocation.
 - 2. The economic and structural/engineering feasibility of the rehabilitation, renovation and/or restoration of the building, structure or site at its current location.
 - 3. The economic and structural/engineering feasibility of relocating the building, structure or site.

Additional Pertinent Information: _____

5) CERTIFICATION BY THE APPLICANT

I hereby state that this application is made with full knowledge of the design standards, procedures, disclaimers (see especially Titles 17.44 and 17.52) and other provisions of the Leadville Zoning Ordinance/Municipal Code pertaining to this application:

Signature of Applicant: Taylor Hawley Date: 03.28.2022

6) FINAL ACTION

☐ Approved ☐ Conditionally Approved or ☐ Denied by the authorized Leadville permitting authority:

Name: _____ Signature: _____
 Title: _____ Date: _____

* Special Conditions of Approval: (List Separately)

Lake County Building Department

P.O. Box 513 • 505 Harrison Avenue • Leadville, CO 80461

(719) 486-2875 • Fax (719) 486-4179

Building Permit Application

Office Use Only

Building Valuation	\$ _____	Date Received	_____
Base Permit Fee	\$ _____	Permit #	_____
Plan Review Fee	\$ _____	Check #	_____
Building Permit Fee	\$ _____		

Please Print All Information Legibly

Contact Information

Applicant: ☐ Owner ☐ Contractor

1.) Owner of Property Alex Haler Phone 610.574.1515

Mailing Address 802 W 12th Ave, Denver, CO. 80204

Email alex@highrockyhomes.com

2.) Contractor TBD Phone _____

Mailing Address _____

Email _____

3.) Architect/Engineer Morgan Law Phone 541-729-3675

Email morgan@shapearchitecturestudio.com

Site Information

1.) Location of Construction: ☐ Lake County ☒ Leadville ☐ Twin Lakes

2.) Project Address 800 Poplar Street, Leadville CO 80461

3.) Legal Description:

Section _____ Township _____ Range _____

Subdivision _____

Lot _____ Block _____ Filing _____

4.) The site is _____ is not ☒ located within the California Gulch Superfund Site

OU 2 _____ OU 3 _____ OU 4 _____ OU 5 _____ OU 7 _____ OU 8 _____ OU 9 _____

Project Information

Type of Work

☐ New ☐ Addition ☒ Alteration (Internal or External) ☐ Change of Occupancy

Use of Structure/ Work Description

☐ Single Family Dwelling ☐ Private Garage ☐ Private Storage Building

☐ Other Private Structure _____

☐ Commercial _____

☐ Industrial _____

☒ Other Multi-family Residential

Change of Occupancy NOT A CHANGE OF OCCUPANCY

Previous Use _____

New Use _____

Building Information

Distance to Property Line _____

Street Setback: 10'-0" Rear Yard Setback: 6'-0"

Side Yard Setbacks (Left Side): 3'-0" (Right Side): 3'-0"

Area of Lot: 2,221 SF Total Building Height: 28'-0"

Easements noticed on site plan? ☐ (EXISTING - HEIGHT OF BUILDING UNCHANGED)

☒ Wood Frame ☐ Modular ☐ Steel Frame ☒ Masonry ☐ Other _____

Number of Bedrooms: Two Studios (New): Two Studios (Existing): Unconfirmed

Number of Floors: TWO (Upper Level not in scope) Number of Bathrooms: 2 New Bathrooms, existing number unconfirmed

Area of Spaces (in square feet using outside dimen. 1,342 SF (area of work)
Unfinished Basement: 737 SF First Floor: 1,979 SF total Second Floor: 1,979 SF (not in scope)
Finished Basement: (not in scope) Garage: _____ Carport: _____

Deck: N/A Other: N/A

Total Area of Enclosed Spaces: 1,342 SF (area of work)
4,695 SF (total bldg)

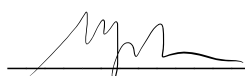
Utility Information

Water Supply ☐ Individual Well ☒ Public System _____

Waste Disposal System ☐ Individual System ☒ Public System _____

Primary Heating System ☐ Electric ☒ Natural Gas ☐ Propane ☐ Wood ☐ Other _____

I hereby certify that to the best of my knowledge this application information is correct. I understand that no work on the applied for project may be performed until authorization is given by the Building Official and work that is authorized must be inspected at specified stages of the construction and be approved before the work may proceed to the next stage. I further understand that requests for inspections must be made at least 24 hours in advance.

Applicant's Signature  Morgan Law, Architect Date 02/28/2022

Zoning

(R-2) Traditional Residential District

Minimum district size: 1 acre

Minimum lot area: 2,250 SF

Minimum lot width: 25 feet

Front Setback: 10 feet, except zero feet for single-family attached on the common wall provided there are no more than three (3) such single-family attached connected by common walls

Side Setback: 3 feet, except zero feet for single-family attached on the common wall provided there are no more than three (3) such single-family attached connected by common walls

Rear setback: 6 feet, except zero feet for single-family attached on the common wall provided there are no more than three (3) such single-family attached connected by common walls

Maximum Bldg Ht: 35 feet

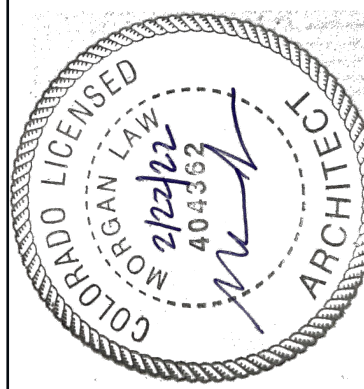
Minimum dwelling size: 600 square feet (multi-family and accessory dwelling units excluded)

Maximum lot coverage: 75 percent

Maximum gross density: 19 dwelling units per acre



8000 POPLAR RESIDENCES
8000 POPLAR LEADVILLE, CO 80461

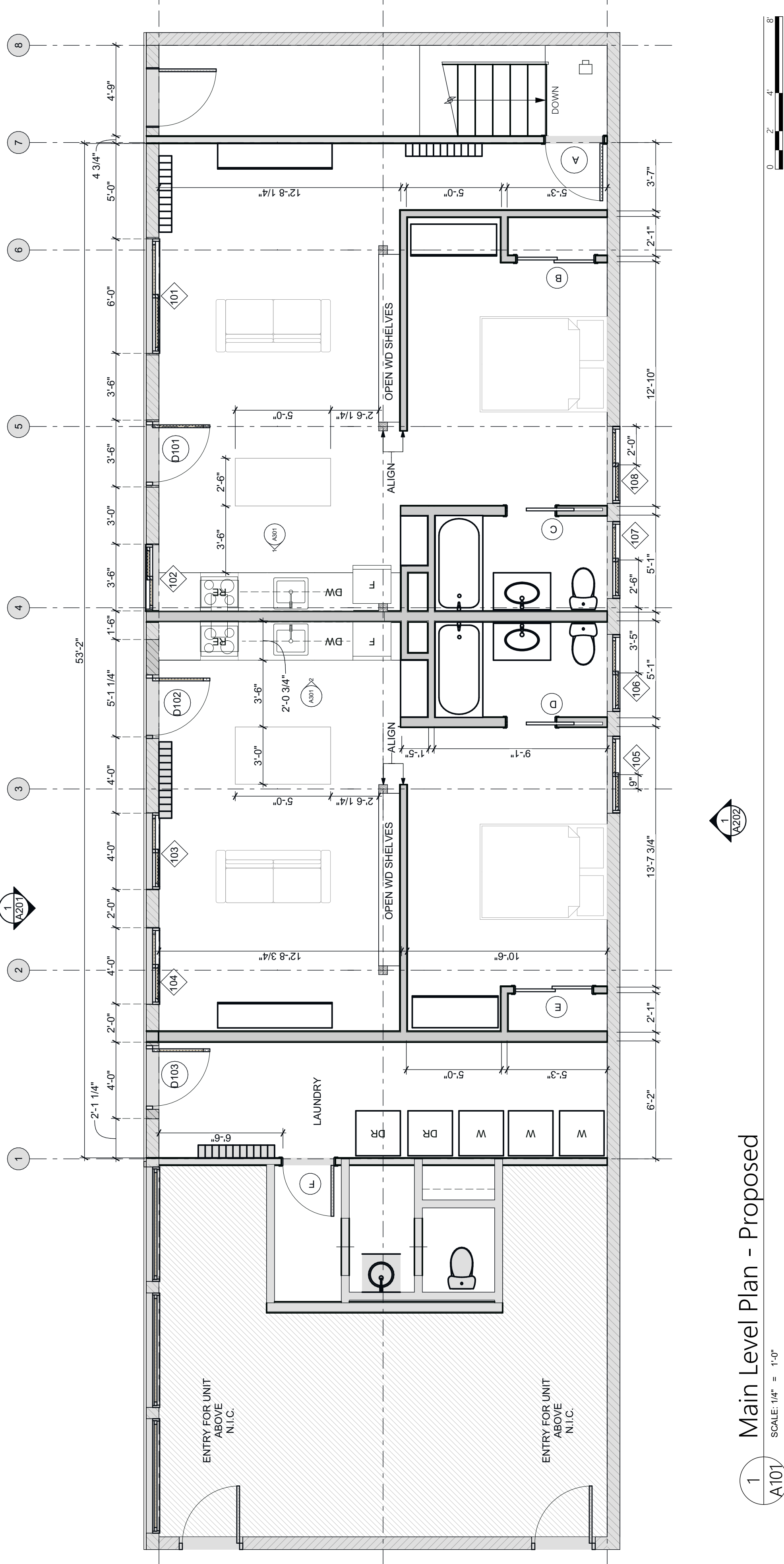


Issue for Permit	02.02.22
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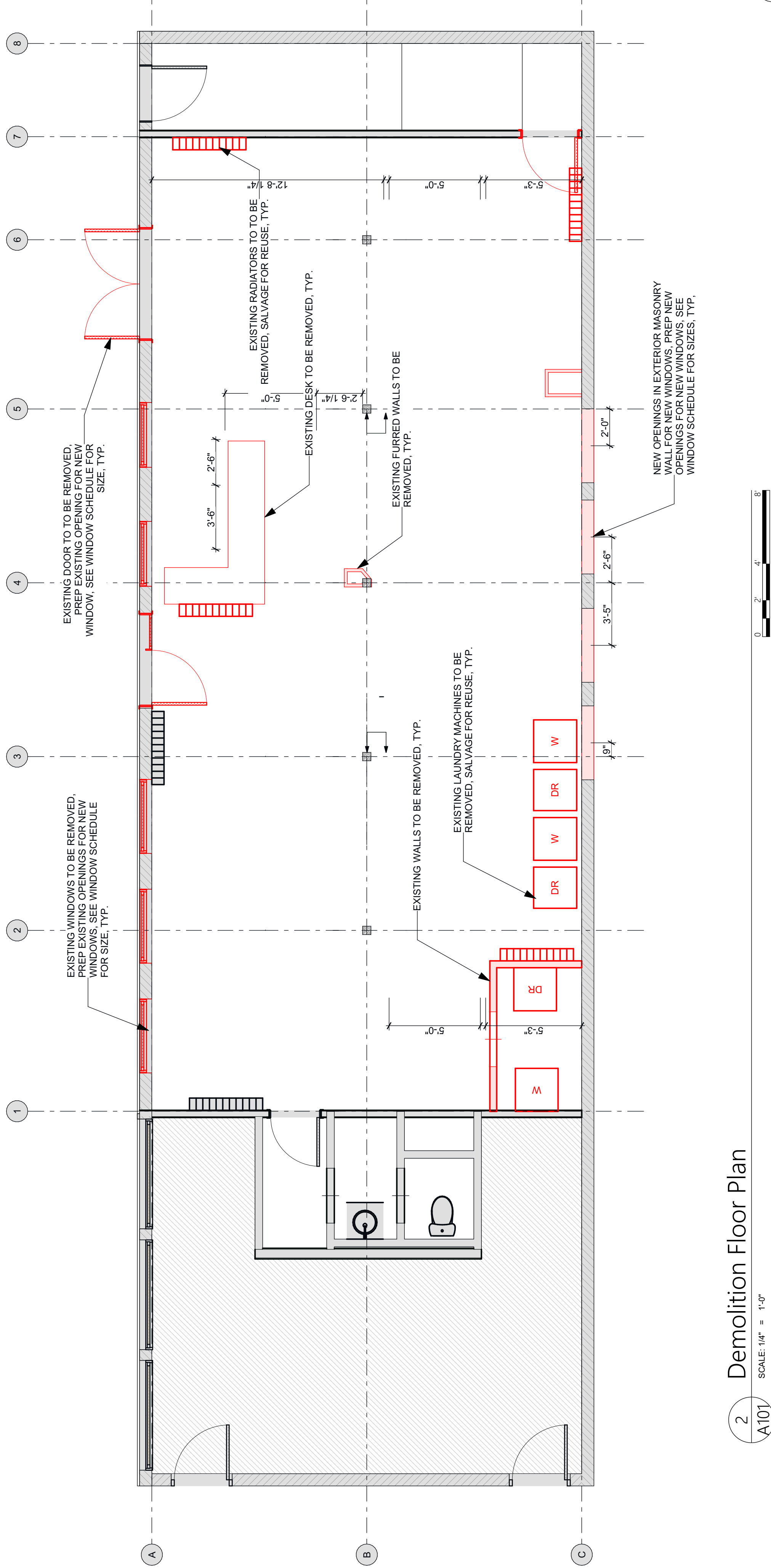
Site Plan

A002

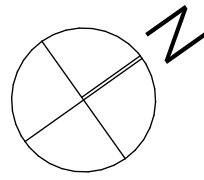
Printed: 2/23/2022

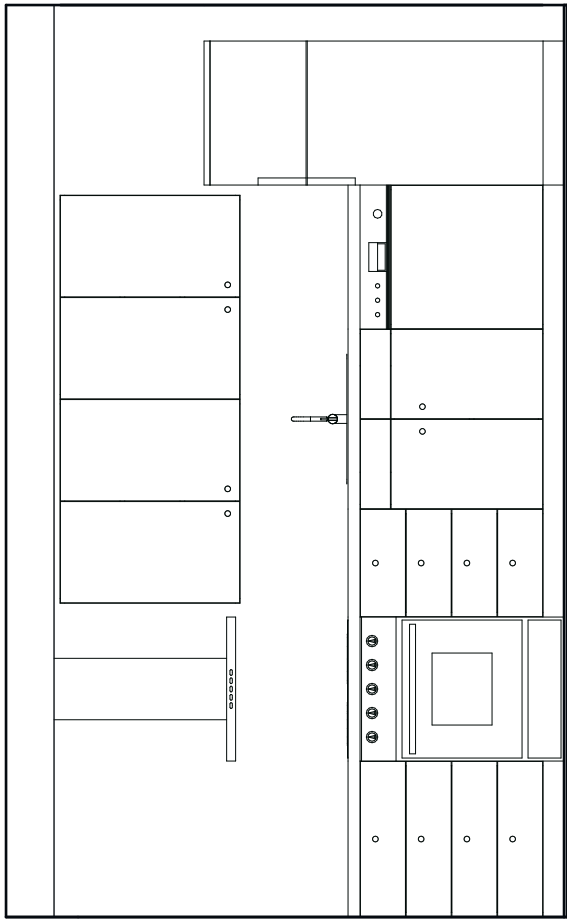


1
A101
Main Level Plan - Proposed
SCALE: 1/4" = 1'-0"



2
A101
Demolition Floor Plan
SCALE: 1/4" = 1'-0"





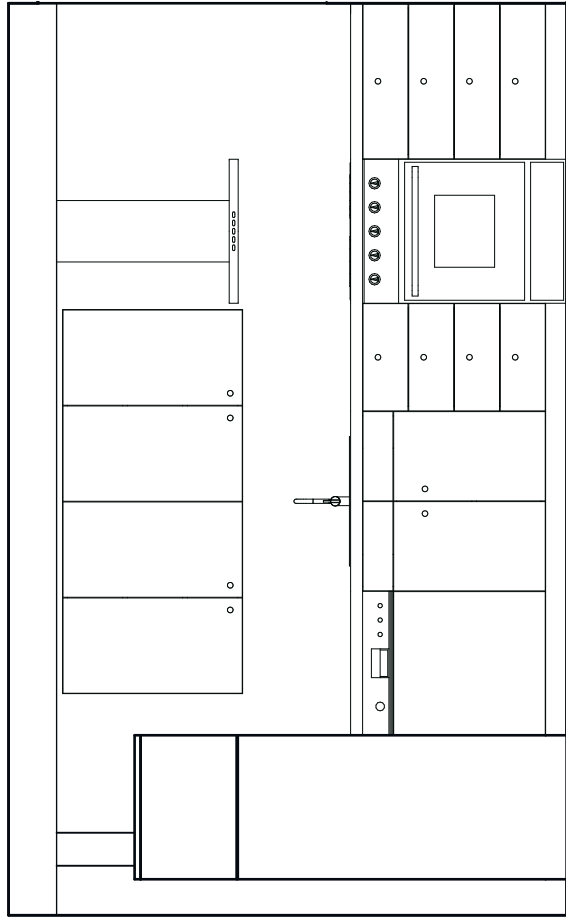
2

Kitchen Elevation - Unit 01

A301

SCALE: 3/8" = 1'-0"

0 2 4 6



1

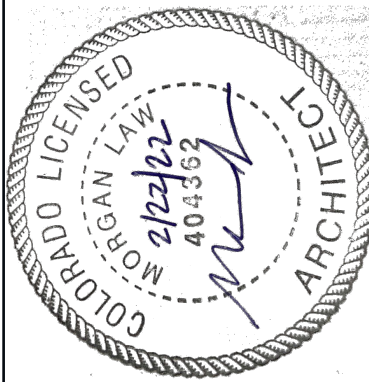
Kitchen Elevation - Unit 02

A301

SCALE: 3/8" = 1'-0"

0 2 4 6

800 POPLAR RESIDENCES
800 POPLAR LEADVILLE, CO 80461



Issue for Permit	02.02.22

Interior Elevations

A301

February 25, 2022


Mr. Morgan Law
Shape Architecture
23 N Lincoln St, STE 200
Denver, CO 80203

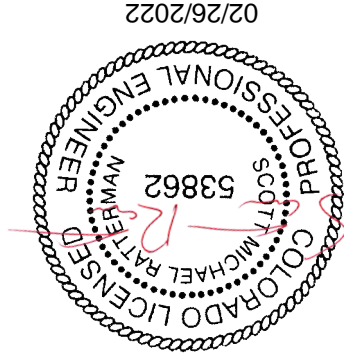
Project Number: 22-02-127

Re: CMU Wall Openings
800 Poplar
Leadville, CO 80461

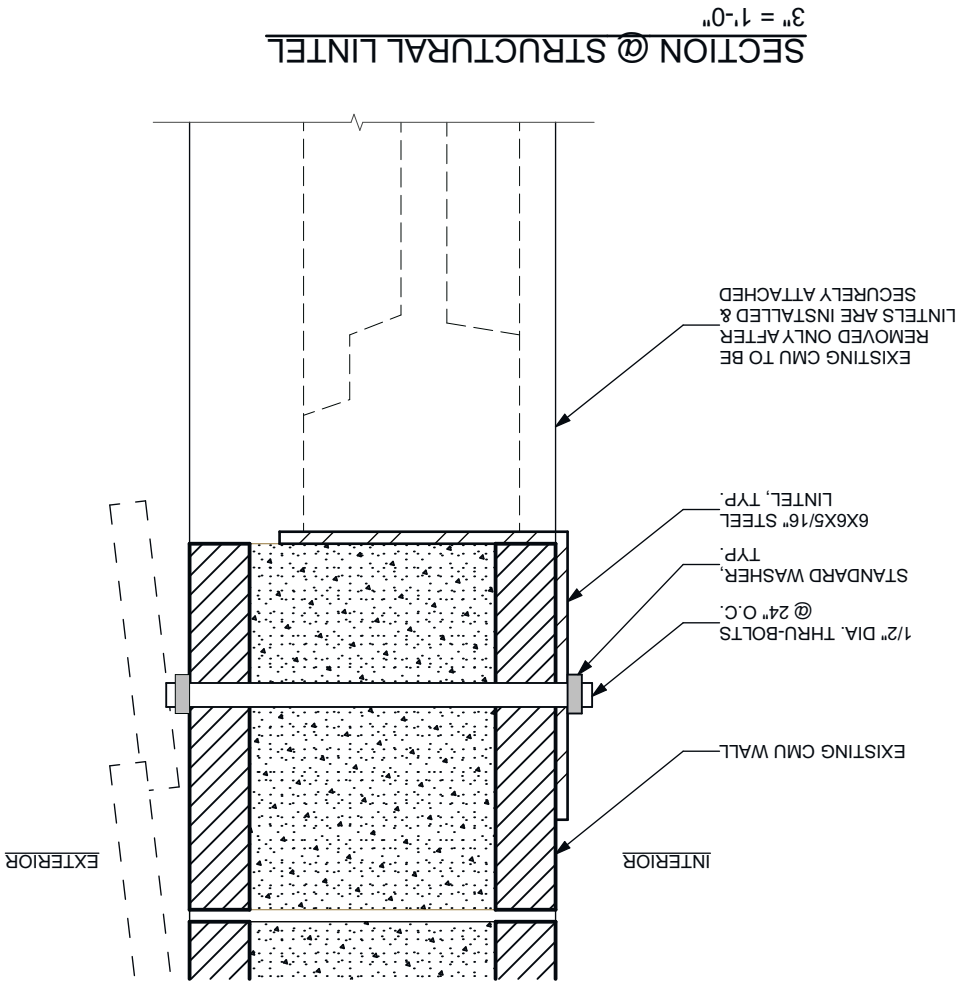
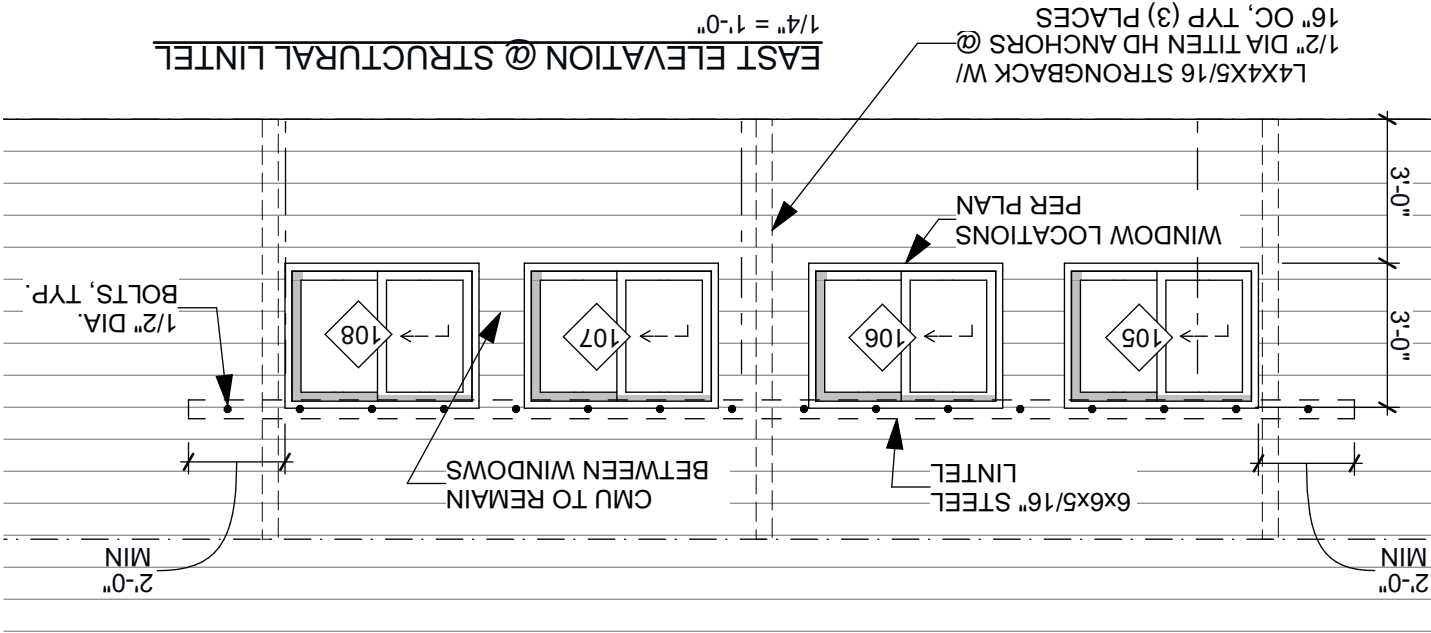
Morgan,

Per you request, Eclipse Engineering, P.C. (EEPC) designed the reinforcement of the CMU wall at the above noted project location for new windows to be installed. Based on the attached calculations, the CMU wall shall be reinforced with a 6x6x5/16 header angle and 4x4x5/16 strongback angles. See the attached details for more information. EEPC designed the reinforcement for the CMU wall at the above noted location only. We take no responsibility for any other element of the structure or for the structure as a whole. Please contact us with any questions.

Sincerely,
Eclipse Engineering, P.C.

Sushil Shenoy, P.E.
Principal Engineer



S-1	Structural Details	800 Poplar Affordable Housing Units 800 Poplar Leadville, CO 80461
-----	--------------------	--



Bending Capacity of UngROUTED and Unreinforced Masonry

3ft pier check between windows

ASCE 41 - CH 11

$$S := 12 \text{ in} \cdot 87.6 \frac{\text{in}^3}{\text{ft}}$$

$$c := 38 \frac{\text{lb f}}{\text{in}^2}$$

$$M_a := S \cdot c = 277.4 \text{ ft} \cdot \text{lb f}$$

$$M := \frac{6 \text{ ft} \cdot 28 \text{ psf} \cdot (3 \text{ ft})^2}{8} = 189 \text{ ft} \cdot \text{lb f}$$

$$\frac{M}{M_a} = 0.68 \quad \text{Less than 1, OK}$$

Table 11-2a. Default Lower-Bound Unreinforced Masonry Strengths

Material	Solid Units	Hollow Concrete Units
Compressive strength ^a	600 lb/in. ²	1,000 lb/in. ²
Flexural tensile strength ^b	60 lb/in. ²	38 lb/in. ^{2c} (95 lb/in. ²) ^d
Shear strength		

^a Clay f'_m is based on 2,100 lb/in.² unit compressive strength and Type N mortar. Hollow concrete f'_m is based on 1,900 lb/in.² unit net compressive strength and Type N mortar on face shells only.

^b Values based on Portland cement/lime or mortar cement, Type N mortar.

^c UngROUTED hollow concrete blocks.

^d Solid grouting of hollow concrete blocks; may be interpolated for partial grouting based on net area.

^e Strength shall be taken as 80% of shear strength values determined in accordance with Section 9.2.6 of TMS 402.

3a: Horizontal Section Properties (Masonry Spanning Vertically)

Unit	Grout spacing (in.)	Mortar bedding	Net cross-sectional properties ^A			Average cross-sectional properties ^B			
			A_n (in. ² /ft)	I_n (in. ⁴ /ft)	S_n (in. ³ /ft)	A_{avg} (in. ² /ft)	I_{avg} (in. ⁴ /ft)	S_{avg} (in. ³ /ft)	r_{avg} (in.)
Hollow	No grout	Face shell	30.0	308.7	81.0	41.5	334.0	87.6	2.84
Hollow	No grout	Full	41.5	334.0	87.6	41.5	334.0	87.6	2.84
100% solid/solidly grouted		Full	91.5	443.3	116.3	91.5	443.3	116.3	2.20
Hollow	16	Face shell	62.0	378.6	99.3	65.8	387.1	101.5	2.43
Hollow	24	Face shell	51.3	355.3	93.2	57.7	369.4	96.9	2.53
Hollow	32	Face shell	46.0	343.7	90.1	53.7	360.5	94.6	2.59
Hollow	40	Face shell	42.8	336.7	88.3	51.2	355.2	93.2	2.63
Hollow	48	Face shell	40.7	332.0	87.1	49.6	351.7	92.2	2.66
Hollow	72	Face shell	37.1	324.3	85.0	46.9	345.8	90.7	2.71
Hollow	96	Face shell	35.3	320.4	84.0	45.6	342.8	89.9	2.74
Hollow	120	Face shell	34.3	318.0	83.4	44.8	341.0	89.5	2.76

3b: Vertical Section Properties (Masonry Spanning Horizontally)

Hollow	No grout	Face shell	30.0	308.7	81.0	40.5	330.1	86.6	2.86
Hollow	No grout	Full	30.0	308.7	81.0	41.5	334.0	87.6	2.84
100% solid/solidly grouted		Full	91.5	443.3	116.3	91.5	443.3	116.3	2.20
Hollow	16	Face shell	60.8	376.0	98.6	71.2	397.4	104.2	2.36
Hollow	24	Face shell	50.5	353.6	92.7	61.0	374.9	98.3	2.48
Hollow	32	Face shell	45.4	342.4	89.8	55.8	363.7	95.4	2.55
Hollow	40	Face shell	42.3	335.6	88.0	52.8	357.0	93.6	2.60
Hollow	48	Face shell	40.3	331.1	86.9	50.7	352.5	92.5	2.64
Hollow	96	Face shell	35.1	319.9	83.9	45.6	341.3	89.5	2.74
Hollow	120	Face shell	34.1	317.7	83.3	44.6	339.0	88.9	2.76

 **Table 3-8-inch (203-mm) Single Wythe Walls, 1½ in. (32 mm) Face Shells (standard)**

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 14 FEB 2022, 6:12PM

Steel Beam

Lic. #: KW-06005483

File: calcs.ec6
 Software copyright ENERCALC, INC. 1983-2020, Build:12.20.8.24
 ECLIPSE ENGINEERING, P.C.

DESCRIPTION: Angle Header

CODE REFERENCES

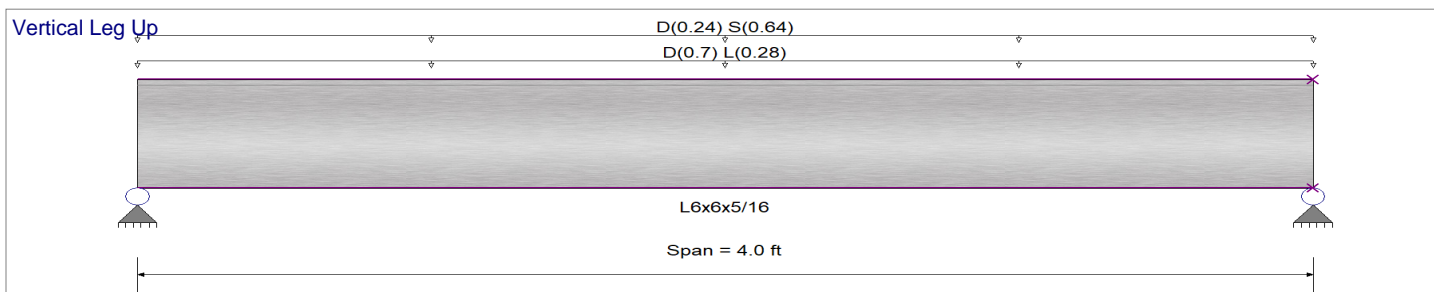
Calculations per AISC 360-16, IBC 2018, CBC 2019, ASCE 7-16

Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Strength Design
 Beam Bracing : Beam is Fully Braced against lateral-torsional buckling
 Bending Axis : Major Axis Bending

Fy : Steel Yield : 36.0 ksi
 E: Modulus : 29,000.0 ksi



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading

Uniform Load : D = 0.10, L = 0.040 ksf, Tributary Width = 7.0 ft, (Floor)

Uniform Load : D = 0.0150, S = 0.040 ksf, Tributary Width = 16.0 ft, (Roof)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	0.488 : 1	Maximum Shear Stress Ratio =	0.135 : 1
Section used for this span	L6x6x5/16	Section used for this span	L6x6x5/16
Ma : Applied	3.285 k-ft	Va : Applied	3.285 k
Mn / Omega : Allowable	6.732 k-ft	Vn/Omega : Allowable	24.290 k
Load Combination	+D+0.750L+0.750S	Load Combination	+D+0.750L+0.750S
Location of maximum on span	2.000 ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Maximum Deflection			
Max Downward Transient Deflection	0.010 in	Ratio =	4,886 >=360
Max Upward Transient Deflection	0.000 in	Ratio =	0 <360
Max Downward Total Deflection	0.025 in	Ratio =	1904 >=180
Max Upward Total Deflection	0.000 in	Ratio =	0 <180

Maximum Forces & Stresses for Load Combinations

Load Combination		Span #	Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
Segment Length			M	V	Mmax +	Mmax -	Ma Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
D Only														
Dsgn. L = 4.00 ft		1	0.283	0.078	1.90		1.90	11.24	6.73	1.00	1.00	1.90	40.56	24.29
+D+L														
Dsgn. L = 4.00 ft		1	0.366	0.101	2.46		2.46	11.24	6.73	1.00	1.00	2.46	40.56	24.29
+D+S														
Dsgn. L = 4.00 ft		1	0.473	0.131	3.18		3.18	11.24	6.73	1.00	1.00	3.18	40.56	24.29
+D+0.750L														
Dsgn. L = 4.00 ft		1	0.345	0.096	2.32		2.32	11.24	6.73	1.00	1.00	2.32	40.56	24.29
+D+0.750L+0.750S														
Dsgn. L = 4.00 ft		1	0.488	0.135	3.28		3.28	11.24	6.73	1.00	1.00	3.28	40.56	24.29
+0.60D														
Dsgn. L = 4.00 ft		1	0.170	0.047	1.14		1.14	11.24	6.73	1.00	1.00	1.14	40.56	24.29

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+0.750L+0.750S	1	0.0252	2.011		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	3.285	3.285
Overall MINimum	0.560	0.560

Title Block Line 1
You can change this area
using the "Settings" menu item
and then using the "Printing &
Title Block" selection.
Title Block Line 6

Project Title:
Engineer:
Project ID:
Project Descr:

Printed: 14 FEB 2022, 6:12PM

Steel Beam

File: calcs.ec6
Software copyright ENERCALC, INC. 1983-2020, Build:12.20.8.24
ECLIPSE ENGINEERING, P.C.

Lic. # : KW-06005483

DESCRIPTION: Angle Header

Vertical Reactions			Support notation : Far left is #1	Values in KIPS
Load Combination	Support 1	Support 2		
D Only	1.905	1.905		
+D+L	2.465	2.465		
+D+S	3.185	3.185		
+D+0.750L	2.325	2.325		
+D+0.750L+0.750S	3.285	3.285		
+0.60D	1.143	1.143		
L Only	0.560	0.560		
S Only	1.280	1.280		

Project Title:
Engineer:
Project ID:
Project Descr:

Steel Beam

Lic. # : KW-06005483

File: calcs.ec6
Software copyright ENERCALC, INC. 1983-2020, Build:12.20.8.24
ECLIPSE ENGINEERING, P.C.

DESCRIPTION: Strongback

CODE REFERENCES

Calculations per AISC 360-16, IBC 2018, CBC 2019, ASCE 7-16

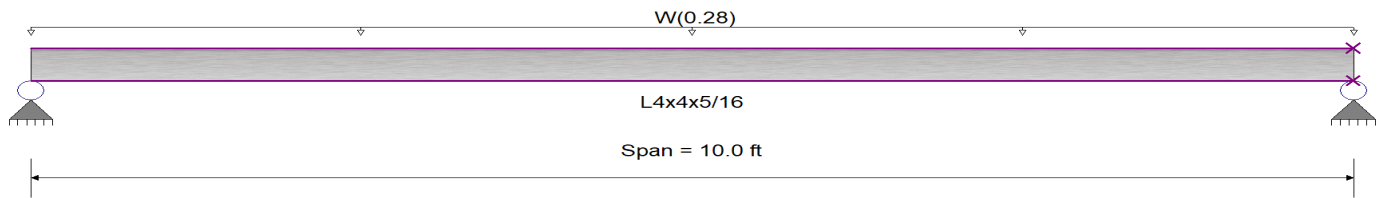
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Strength Design
Beam Bracing : Beam is Fully Braced against lateral-torsional buckling
Bending Axis : Major Axis Bending

Fy : Steel Yield : 36.0 ksi
E : Modulus : 29,000.0 ksi

Vertical Leg Up



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Uniform Load : W = 0.0280 ksf, Tributary Width = 10.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	0.614 : 1	Maximum Shear Stress Ratio =	0.052 : 1
Section used for this span	L4x4x5/16	Section used for this span	L4x4x5/16
Ma : Applied	2.100 k-ft	Va : Applied	0.840 k
Mn / Omega : Allowable	3.422 k-ft	Vn / Omega : Allowable	16.194 k
Load Combination	+0.60W	Load Combination	+0.60W
Location of maximum on span	5.000 ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Maximum Deflection			
Max Downward Transient Deflection	0.594 in	Ratio =	201 >=180.
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180.0
Max Downward Total Deflection	0.357 in	Ratio =	336 >=180
Max Upward Total Deflection	0.000 in	Ratio =	0 <180

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
Segment Length	Span #	M	V	Mmax +	Mmax -	Ma Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
Dsgn. L = 10.00 ft	1		0.000				5.71	3.42	1.00	1.00	-0.00	27.04	16.19
+0.60W													
Dsgn. L = 10.00 ft	1	0.614	0.052	2.10		2.10	5.71	3.42	1.00	1.00	0.84	27.04	16.19
+0.450W													
Dsgn. L = 10.00 ft	1	0.460	0.039	1.58		1.58	5.71	3.42	1.00	1.00	0.63	27.04	16.19

Overall Maximum Deflections

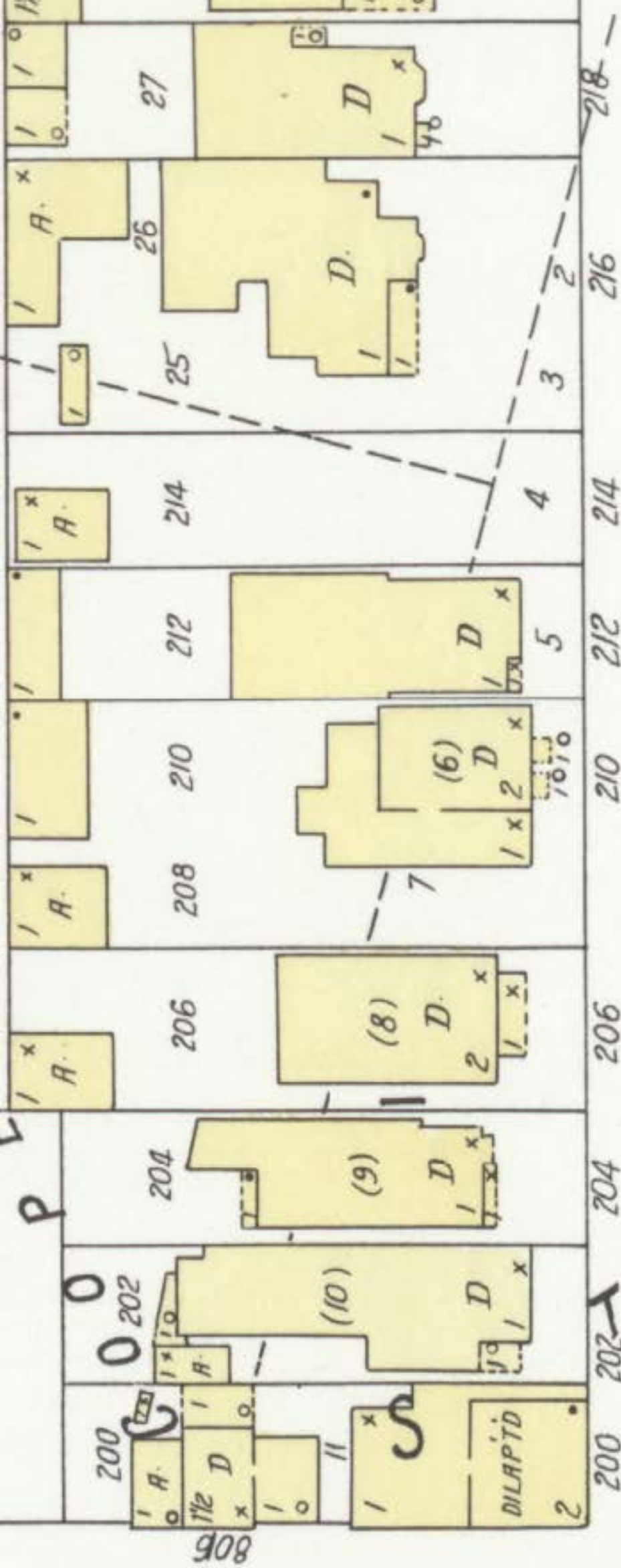
Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
W Only	1	0.5946	5.029		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	1.400	1.400
Overall MINimum	0.630	0.630
+0.60W	0.840	0.840
+0.450W	0.630	0.630
W Only	1.400	1.400



E

70,



AGENDA ITEM # **8C**

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 3rd, 2021²

SUBJECT: Leadville Main Street Program COA for 809 Harrison Ave Addition of Public Parklet & Restroom Facility

PRESENTED BY: Lori Tye

☐ ORDINANCE
☐ RESOLUTION
☒ MOTION
☐ INFORMATION

-
- I. **REQUEST OR ISSUE:** Consideration of a Certificate of Appropriateness for the purposes of the Addition of a Public Parklet & Restroom Facility at 809 Harrison Ave.
- II. **BACKGROUND INFORMATION:** The Historical Preservation Commission met on Tuesday, April 26th, 2022 for consideration of the proposed Addition of a Public Parklet & Restroom Facility at 809 Harrison Avenue in the National Historic Landmark District. The requested location currently has no structure on it. The commission heard from staff, Hope Colitz, contractor and Nancy Bailey, LMSP. The HPC reviewed the COA criteria regarding renovation, and any impacts that would have on the neighboring structures. There were no public comments. The HPC discussed materials used, colors and design with the contractor and applicant.
- A motion was made to approve the COA for the Addition of a Public Parklet & Restroom Facility, it was seconded and unanimously voted to approve and recommend to City Council for project approval.
- III. **FISCAL IMPACTS:**
- N/A
- IV. **LEGAL ISSUES:**
- N/A
- V. **STAFF RECOMMENDATION:**

Consider the Historical Preservation Commission's recommendation on this proposed

Certificate of Appropriateness. The addition of a public restroom facility on Harrison Ave is much needed. Making sure it fits in with Leadville's unique look was a main concern for the HPC, and feels the presented design does. Staff recommends that the Council approve a Certificate of Appropriateness for the Addition of a Public Parklet & Restroom Facility at 809 Harrison Ave.

VI. **COUNCIL OPTIONS:** Approve, Approve with Conditions, Deny or request a Continuance for more information.

VII. **PROPOSED MOTION:** Motion to Approve COA for 809 Harrison Ave:

I move to approve the Certificate of Appropriateness for the Addition of a Public Parklet & Restroom Facility at 809 Harrison Avenue Leadville CO 80461 based on the criteria set forth in the related COA application materials and staff report dated April 26th, 2022, the City of Leadville's municipal code, Sections 17.44, and the 2015 Leadville Comprehensive Plan.

VIII. **ATTACHMENTS:** Complete 809 Harrison Ave Certificate of Appropriateness application, staff report dated April 26th, 2022 and this cover sheet.

City of Leadville

Elevation 10,152 ft.

Applicant: LLCEDC / Leadville
Main St. Program (LMS)

Date: 4/25/22

LEADVILLE HISTORIC PRESERVATION CERTIFICATE OF APPROPRIATENESS PRE-APPLICATION

DETERMINATION OF NEED:

1. Is this property located within the National Historic Landmark District? ☒ Yes ☐ No
2. Is the property listed on the Leadville Historical Inventory? ☐ Yes ☒ No
3. What is the property address: 809 Harrison Ave. Leadville, CO 80461
4. Are the proposed changes certified by the State Historic Preservation Office? ☐ Yes ☒ No
5. Type of construction: Parklet & Restroom Public Facility

TYPE OF APPLICATION REQUIRED:

*Note-Staff will discuss the following procedures outlined below with the applicant.

- 1) **Insubstantial modification – Planning official will determine if the project meets the qualifications. If modification is insubstantial, no further action will be necessary. There is no fee for an insubstantial project.**
 1. An insubstantial modification is defined as the following:
 - a. The replacement of surface materials such as roofing or siding or an exterior architectural feature with materials and design substantially similar to the existing materials or design.
 - b. The installation, removal or replacement of a fence, awning, or roofing material.
 - c. The reuse of an existing window or door opening which has been covered or filled through installation of a replica of a historic door or glazing.
 - d. Those activities deemed to not detrimentally impact or influence in any substantial way the historic integrity or appearance of a landmark building, structure, site or designated historic district, or as deemed to be minor upon petition to and determination by the Administrator or his or her designee.
- 2) **Substantial modification-- Planning official will determine if the project needs further review. If modification is substantial, please complete the process as described in the attached documents and the \$125.00 fee.**
 1. A substantial modification is defined as the following:
 - a. An activity not defined or qualifying as an insubstantial or minor activity, including, but not limited to: reconstruction, rehabilitation, remodeling, renovation, relocation or demolition.
 - b. Alterations, additions or other work performed on a building, structure or site that result in the increase or decrease of site coverage, floor area or exterior wall or roof surface.
 - c. The installation, alteration or removal of a window or door opening.
 - d. The replacement or repair of surface materials such as roofing or siding or an exterior architectural feature with materials or design not substantially similar to the existing materials or design.
 - e. The cleaning of an exterior surface of a contributing or landmark building or structure by sandblasting, high-pressure spraying or other chemical or mechanical means.
 - f. Application of sealant, paint, stucco, texture or other material that would conceal, alter or damage the exterior of any contributing or landmark building with an existing unfinished or unpainted brick, masonry or other unfinished siding or structural element.
 - g. Those activities deemed to potentially impact or influence in any substantial way the historic integrity or appearance of a landmark building, structure, site or designated historic district, or as deemed to be major upon petition to and determination by the Administrator or his or her designee.

Signature of Applicant: Murray Bailey Date: 4/25/22

THE CITY OF LEADVILLE

CERTIFICATE OF APPROPRIATNESS APPLICATION FORM

Application File No. _____

1) ACTION REQUESTED

Insubstantial Modification ☐
Substantial Modification ☐

2) APPLICANT STATUS

Date of Application: 4-25-22

Received by: _____

Application Fees Required: \$125.00 for Substantial Modification \$0 for Insubstantial Modification

Date Fee Paid: _____

Date(s) App. Acted On: _____ Action Taken: _____

3) APPLICANT AND OWNER INFORMATION

Name of Applicant: Nancy Bailey / UCCED / Leadville Main St Program

Property Address: 809 Harrison Avenue, Leadville

Mailing Address of Applicant if other than property address: PO Box 1503

Leadville CO 80401

Telephone: 719 293 2316

Land Owner*: Carl Schaefer

Address: Carl Schaefer@hotmail.com

Telephone: 970 390 7891

- List Landowner(s) individually if other than applicant

4) APPLICATION MATERIAL SUBMISSIONS (Items to be included with this application):

- ✓ a. **Photographs:** All applications shall be accompanied by photographs reasonably and accurately depicting the current status of the building, structure or site, or that portion thereof, subject to the application.
- ✗ b. **Dimensioned Site Plan:** Site plan showing street locations, existing structure and proposed new elements or structures.
- c. **Dimensioned Floor Plan (s):** Floor plans showing existing structures and proposed new elements or structures.
- d. **Dimensioned Roof Plan:** Roof plan showing proposed new roof elements in context of the existing roof.
- e. **Dimensioned Exterior Elevations:** Exterior elevations showing appearance of proposed project with all materials and indicating finishes.
- f. **Building Sections and Construction Details:** Sections and details as required adequately explaining and clarifying the project. Note all materials and finishes.

Plan A
Plan B

- g. **Specification of Materials:** Manufacturer's product literature and material samples. Product literature is required for replacement windows.
- h. **Bids:** If proposing to replace existing historic materials or features with replicas rather than repair or restore, firm bids must be provided for both restoration and replication.
- i. **Window Replacement:** If proposing to replace historic windows (aside from wooden replica sash replacement) justification shall be provided as outlined in National Park Service Preservation Brief #9. Submittal must include written assessment of condition of existing windows.
- j. **New Construction** shall include the following information:
 - I. **Block Site Plan.** A site plan or aerial photograph showing relationship of proposed structure to existing structures.
 - II. **Written Statement.** A written statement of the design philosophy and building program.
 - III. **Massing Model.** A massing model illustrating the relationship between the new structure(s) and existing building(s) on the project site and adjacent lots.
 - IV. **Photographs.** Photographs of the surrounding structures including both block faces and side streets.
- k. **Demolition or relocation** of a building, structure or site shall include the following:
 - I. A detailed description of the reasons supporting or justifying the proposed demolition or relocation, including a delineation and explanation of all economic data where economic hardship or other economic cause is given as a reason for the proposed demolition or relocation.
 - II. A detailed development or redevelopment plan for the demolition and/or receiving relocation site and a schedule for completion of the work.
 - III. Elevations, building sections, construction details, specifications and massing model of proposed replacement structure similar to those required for new construction.
 - IV. For landmark or contributing structures the applicant must submit a report prepared by an architect, appraiser, engineer or other qualified person experienced in the rehabilitation, renovation and/or restoration of historic buildings, structures or sites addressing:
 - 1. The structural soundness of the building, structure or site and its suitability for rehabilitation, renovation, restoration or relocation.
 - 2. The economic and structural/engineering feasibility of the rehabilitation, renovation and/or restoration of the building, structure or site at its current location.
 - 3. The economic and structural/engineering feasibility of relocating the building, structure or site.

Additional Pertinent Information: _____

5) CERTIFICATION BY THE APPLICANT

I hereby state that this application is made with full knowledge of the design standards, procedures, disclaimers (see especially Titles 17.44 and 17.52) and other provisions of the Leadville Zoning Ordinance/Municipal Code pertaining to this application:

Signature of Applicant:  Date: 4/25/22

6) FINAL ACTION

☐ Approved ☐ Conditionally Approved or ☐ Denied by the authorized Leadville permitting authority:

Name: _____ Signature: _____
 Title: _____ Date: _____

* Special Conditions of Approval: (List Separately)

CERTIFICATE OF APPROPRIATENESS SUBSTANTIAL PROJECT SUBMITTAL MATERIALS

FEE: \$125.00

APPLICATION:

1. **Application** form.
2. **Legal description** of the property. (such as a print-out from assessor's webpage)
3. Current zoning of property and adjoining property. (Only required if also seeking a Conditional Use Permit.)
4. **Proof of ownership** and as appropriate, certification from the owner recognizing his/her appointed representative. (copy of deed or print-out from assessor)
5. **Color photographs** of each side of the structure facing a public right-of-way as well as any side affected by the proposed project. Photographs should reasonably depict the current status of the building and should be clear and well-lighted. Detailed photos should be included when particular features will be affected.

PLANS:

1. Two sets of a **dimensioned site plan** or plans drawn to scale with a level of detail acceptable to the Commission.
2. Two sets of dimensioned plans showing **proposed external improvements and changes to the existing exterior architectural features of the structure** including but not limited to floor plans; roof plans; exterior elevations, especially of the affected areas; building and construction plans, also noting materials and finishes.
 - a. For new structures in the NHL historic area, show all proposed exterior architectural features of the structure and its proposed dimensions and location within the site and its dimensional relationship to neighboring buildings.
3. Other such architectural renderings, elevation plans and other related information as the Historic Preservation Commission may deem necessary to reach an informed decision.
4. For Window replacement: include a written assessment of condition of existing windows by two (2) professionals. For replacements other than wooden replica sash replacement, justification shall be provided as outlined in the NPS Preservation Brief #9

OTHER:

1. **Vicinity Map** identifying the exact location.
2. **List of the owners of record of all property within 200 feet** from the property lines of the property in question, as shown on the records of the offices of the Lake County Assessor. The list must include the owner's name, the location of the property and the owner's mailing address.

PROCEDURE -
SECTION 17.44.050

1. Return completed application to the Office of Administrative Services.
2. The application will be reviewed by the Planning & Zoning official and forwarded to the Historic Preservation Commission chair for second review. If the Commission chair determines that the application is complete, a date will be set for a public hearing. Public hearings are usually scheduled prior to City Council meetings; however, can be scheduled at other times as necessary.
3. Post the property with the public notice and mail the letters of notification to appropriate property owners, both of which are provided by the Planning Official. The notices must be posted/published prior to the public hearing based on the following schedule:

TYPE OF NOTICE	DEADLINE
Newspaper	15 Days
Property Owners	15 Days
Front/Rear Property	15 Days

(Please note that legal notices are currently required to be submitted to the newspaper by noon on the Friday prior to publishing and City Council meetings are the 1st and 3rd Tuesdays of each month. Therefore, there can be a delay of up to 32 days from the date the application is submitted to the date of the hearing.)

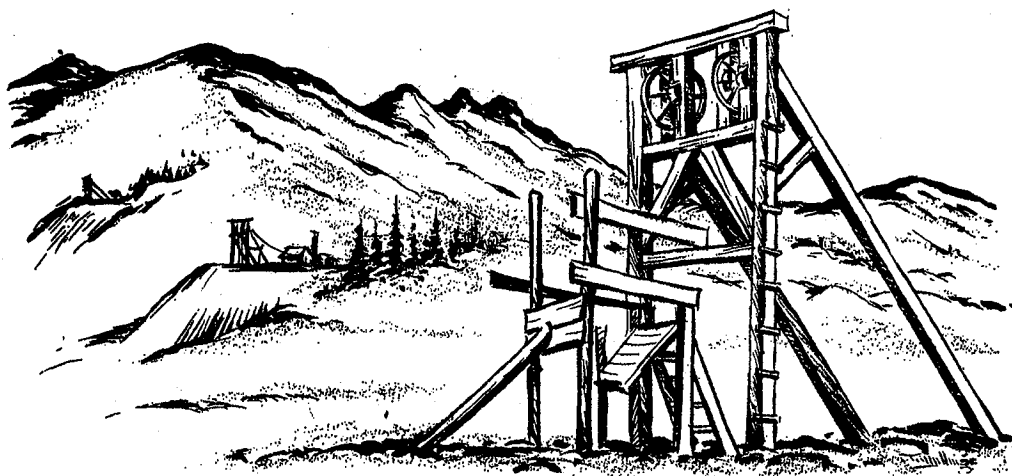
4. An affidavit of mailing must be returned to the Planning official prior to the date of the hearing.
5. Attend the joint public hearing before the Historic Preservation Commission/City Council. At the end of the hearing, the Historic Preservation Commission makes a formal recommendation regarding the application to City Council.
6. The City Council will consider the application for a Certificate of Appropriateness at the next regularly scheduled meeting. The next regularly scheduled meeting is defined as the next scheduled meeting after the date of the public hearing.
7. Upon a decision by the City Council, written notification will be sent to the applicant within ten (10) working days of said decision.

Please note, applicants or informed representative must be present at all scheduled meetings.

CRITERIA FOR ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS:

1. The goals objectives, policies and other provisions of the Leadville comprehensive plan, as amended;
2. The character, interest and value of the structure as part of the development, heritage, history and culture of the city and the state of Colorado;
3. The location of the structure and its site in relationship to historical events;
4. The identification of the structure with a person or persons who significantly contributed to the development of Leadville and the surrounding area;
5. The importance of the structure to the cultural, historical, social and economic heritage of Leadville;
6. The extent to which the structure displays visual features either typical of or unique to a past historical period;
7. The historic and economic relationship of the structure to surrounding structures and other features of importance within Leadville's NHL district.
8. Reasonable efforts shall be made to provide for uses of a structure that require minimal alteration and redesign of the structure;
9. The distinguishing original characteristics of a structure and its relationship to the environment shall not be destroyed and the removal or alteration of any historic material or architectural features shall be avoided when possible;
10. Architectural changes that have taken place to a building since its construction often acquire significance in their own right and this significance shall be recognized and respected;
11. Distinctive stylistic features or skilled craftsmanship that characterize or are in evidence on a structure shall be treated with sensitivity and preserved whenever possible;
12. Deteriorated architectural features shall be repaired rather than replaced whenever possible and when replaced, the new material shall match the material being replaced in composition, color, texture and shape in so far as feasible;
13. Cleaning and restoring exterior surfaces shall be undertaken with the least possible disruptive methods; sandblasting and similar techniques that damage historic exterior surfaces shall be discouraged;
14. Additions and alterations to a structure shall be undertaken in a manner such that if the addition or alteration were removed in the future, the essential form and integrity of the original structure would be undamaged;
15. All structures shall be recognized as products of their own time and place. Alterations or new structures with no historical basis and that seek to artificially create an earlier appearance shall be discouraged;
16. Contemporary style structures, alterations and additions shall not be discouraged so long as they are compatible with the size, scale, texture and color of the existing structure and/or existing structures in the area;
17. The unique historical and visual appearance of Leadville, as it exists at the present, shall be honored and protected in so far as possible.

(Ord. 99-8 § 1 (part): prior code § 17.18.050)



Lake County Civic Center Association

P. O. BOX 962
LEADVILLE, COLORADO 80461

06/21/2021

Nancy Bailey
Leadville Main Street Director
400 Harrison Ave.
Leadville CO 80461

Dear Nancy,

On behalf of the Board of Directors of the Lake County Civic Center Association and myself, I would like to take this opportunity to voice support for your application to fund a public bathroom facility. We understand that the desired location of the proposed bathrooms is located adjacent to the Leadville Lake County Chamber of Commerce building. The property in question is owned by the LCCCA but is held in a ninety-nine year lease to the Chamber Organization. This lease was put into effect in the 1980's.

As long as the Civic Center Association is held harmless regarding the construction of the facility along with having no part in the insurance, maintenance, cleaning or providing utility coverage of said building we are in full support of this project.

Having a new, clean, modern bathroom available to residents and visitors would be a much desired asset to the city of Leadville. Good Luck with your application.

Sincerely,

Carl F. Schaefer

President, Lake County Civic Center Association



June 23, 2021

Ms. Nancy Bailey
Leadville Main Street Program Director
400 Harrison Avenue
Leadville, CO 80461

Dear Nancy,

On behalf of the Leadville/Lake County Chamber of Commerce, I would like to express support for your application to fund a public restroom on Harrison Avenue. Our team, as home of the Lake County Visitor Center, has first-hand knowledge of the heavy foot traffic downtown and can attest to the need for an attractive, well-maintained public facility in a highly visible, safe location. The need is especially critical during times of special events when large numbers of visitors come to Leadville/Lake County. Historically, we have rented porta-johns for the summer months to help alleviate the need. This is a highly unattractive first glance for visitors to our historic community.

The Leadville/Lake County Chamber of Commerce owns the structure located at the proposed site for placement of the new public restroom and has a 99-year lease/land swap agreement on the land from the Lake County Civic Center Association. We are 44 years into this lease and are on good terms with the lessor.

This is an asset that is long overdue. It will be well-received and very much appreciated by residents and visitors (and pets!), and by our local businesses that can be overwhelmed with requests to use their own facilities which are reserved for their customers and guests.

This facility would fit in well with your plans for downtown beautification and revitalization.

Best of luck for positive results with the application.

Sincerely,

A handwritten signature in black ink that reads "Tracy Purdy". The signature is fluid and cursive, with a large, stylized initial 'T'.

Tracy Purdy
President
Leadville/Lake County Chamber of Commerce



Welcome to
HISTORIC COLORADO
MINING COUNTRY
Protect - What You Enjoy
Colorado's Historic Treasures

Visitor
Center
30 Min
Parking



18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541)-496-3541 FAX (541)-496-0803

PROJECT INFORMATION


PROJECT NAME: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
PROJECT I.D.: LMS01
SITE ADDRESS: 809 HARRISON AVENUE
CITY / STATE: LEADVILLE, COLORADO 80461

SHEET SCHEDULE

SHEET	CONTENTS
GO	TITLE SHEET / REVISION & SHEET SCHEDULE
G1	GENERAL NOTES / SYMBOL LEGEND
G2	DESIGN CRITERIA AND CODE SUMMARY
A1.1	FLOOR PLAN
A1.2	ADA CLEARANCES
A1.3	ADA RESTROOM FIXTURE DETAILS
A1.4	INTERIOR ELEVATIONS VIEWS
A2.1	EXTERIOR ELEVATION VIEWS
A2.2	EXTERIOR ELEVATION VIEWS
A3.1	SECTION VIEWS
A3.2	TRUSSES
A4.1	WALL FINISH SCHEDULE (INTERIOR/EXTERIOR)
A4.2	WALL FINISH DETAILS
A4.3	WALL FINISH DETAILS
A5.1	DOOR SCHEDULE
A5.2	DOOR DETAILS
A5.3	DOOR DETAILS
S7.1	FOUNDATION PLAN
S7.2	FOUNDATION DETAILS
S7.3	FOUNDATION DETAILS
S8.1	STRUCTURAL CMU PLAN
S8.2	STRUCTURAL CMU REBAR LAYOUT
S8.3	STRUCTURAL CMU DETAILS
S8.4	STRUCTURAL CMU ELEVATION VIEWS
S8.5	STRUCTURAL CMU ELEVATION VIEWS
S9.1	ROOF FRAMING PLAN
S10.1	ROOF CONNECTION DETAILS
S10.2	ROOF CONNECTION DETAILS
R1	ROOFING PLAN
R2	ROOFING DETAILS
R3	ROOFING DETAILS
P1	PLUMBING SCHEDULE
P2	PLUMBING PLAN
M1	MECHANICAL PLAN
E1	ELECTRICAL SCHEDULE
E2	ELECTRICAL PLAN
E3	ELECTRICAL RISER DETAILS


Structural members only were included
in this structural review/design by PSE.
Non-structural items are NOT included.

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DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.



ROMTEC 222-9

Phone: (541) 850-6300 Fax: (541) 850-6233
info@structure1.com



PSE Consulting Engineers, Inc.

18240 NORTH BANK ROAD
ROSEBURG, OR 97470
(541)-496-3541 FAX (541)-496-0803

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: TITLE SHEET
REVISION & SHEET SCHEDULE



CMKBD

CERTIFIED MASTER KITCHEN & BATH DESIGNER

Cassandra Ruport
ID #1063772

02/23/2022

★ NKBA ★

Cassandra Ruport

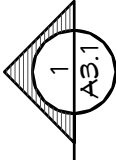
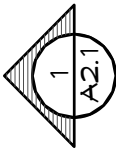
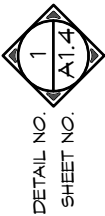
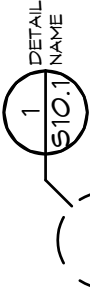
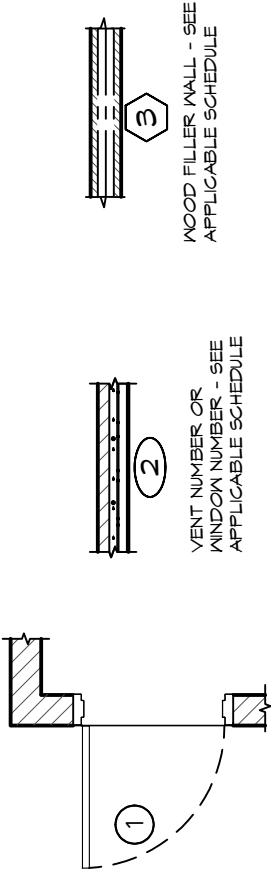
2	2/23/2022	JRM	GO, A1.1, A2.1, A2.2, A3.1, A4.1, A4.2, A4.3, A5.2, S10.1
1	2/08/2022	JRM	GO, G1, G2, A3.1, A3.2, A5.3, S7.2, S9.1, S10.1
REV.	DATE	BY	DESCRIPTION

REVISION SCHEDULE

SHEET NO.

GO

SYMBOL LEGEND



ABBREVIATIONS

AB	ANCHOR BOLT	ND	NAPKIN DISPOSAL
AFF	ABOVE FINISHED FLOOR	NTS	NOT TO SCALE
ATS	AUTOMATIC TRANSFER SWITCH	OC	ON CENTER
BN	BOUNDARY NAIL	OCEW	ON CENTER EACH WAY
BOT	BOTTOM	OSB	ORIENTED STRAND BOARD
BP	BREAKER PANEL	P	PHOTO EYE
CJ	CONTROL JOINT	PCC	PORTLAND CEMENT COMPANY
CL	CENTER LINE	PEN	PANEL EDGE NAILING
CO	CLEAN OUT	PL	PLATE
CMU	CONCRETE MASONRY UNIT	PSF	POUNDS PER SQUARE FOOT
db	NOMINAL BAR DIAMETER	PSI	POUNDS PER SQUARE INCH
DD	DIAPER DECK	PT	PRESSURE TREATED
DIA	DIAMETER	PTD	PAPER TOWEL DISPENSER
DISC	DISCONNECT	PV	PHOTO VOLTAGE
EM	ELECTRIC METER	R4S	ROUGH FOUR SIDES
EN	END NAIL	REQD	REQUIRED
EW	EACH WAY	RO	ROUGH OPENING
FD	FLOOR DRAIN	S4S	SURFACED FOUR SIDES
FF	FINISHED FLOOR	SCH	SCHEDULE
FG	FINISHED GRADE	SD	SOAP DISPENSER
FN	FIELD NAIL	SIP	STRUCTURAL INSULATED PANEL
FRP	FIBERGLASS REINFORCED PANEL	SJ	SAW JOINT
GB	GRAB BAR	SM	SHEET METAL
GLB	GLUE LAMINATED BEAM	SN	SHEAR NAILING
HB	HOSE BIBB	SS	STAINLESS STEEL
HD	HAND DRYER	SST	STRUCTURAL STEEL TUBE
HM	HOLLOW METAL (DOOR)	TBD	TO BE DETERMINED
HTR	HEATER	T&B	TOP & BOTTOM
HYP	HYPOTENUSE	T&G	TONGUE & GROOVE
I.S.	INSTALLER SUPPLIED	TLT	TOILET
KSI	KIPS PER SQUARE INCH	TP	TOILET PAPER DISPENSER
L	STRUCTURAL STEEL ANGLE	TS	TIMER SWITCH
LAV	LAVATORY	TSOD	TOILET SEAT COVER DISPENSER
LF	LIGHT FIXTURE	TYP	TYPICAL
MBP	MAIN BREAKER PANEL	UNO	UNLESS NOTED OTHERWISE
MD	MAIN DISCONNECT	VB	VAPOR BARRIER
MIN	MINIMUM	VTR	VENT THROUGH ROOF
MIR	MIRROR	WH	WATER HEATER
MO	MASONRY OPENING	WWM	WOVEN WIRE MESH
MR	METAL ROOFING	W/	WITH
MS	MILD STEEL		

GENERAL NOTES

1. THIS PROJECT SHALL COMPLY WITH ALL CODES AND STANDARDS IDENTIFIED ON SHEET G2. ALL WORK SHALL MEET OR EXCEED INDUSTRY STANDARDS FOR MATERIALS, WORKMANSHIP, ETC.
2. CONTRACTOR SHALL REVIEW THE DRAWINGS THOROUGHLY BEFORE PROCEEDING WITH ANY WORK. ANY DISCREPANCIES FOUND WITHIN THESE DOCUMENTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF ROMTEC. CONTRACTOR SHALL NOT PROCEED WITH ANY WORK HE KNOWS TO BE IN CONFLICT WITH OTHER WORK, OR IS NOT APPROVED BY CODE, UNTIL RESOLVED BY ROMTEC OR THE ENGINEER/ARCHITECT.
3. CONTRACTOR SHALL MAINTAIN GENERAL LIABILITY INSURANCE AND WORKER'S COMP. INSURANCE AS PER SPECIFIC STATE MINIMUM REQUIREMENTS.
4. FOOTINGS SHALL BE CONSTRUCTED ON UNDISTURBED NATIVE SOIL OR ENGINEER APPROVED FILL. CONTRACTOR TO VERIFY ASSUMED SOIL BEARING CAPACITY NOTED ON SHEET G2. SHOULD SOIL NOT MEET OR EXCEED THE ASSUMED SOIL BEARING CAPACITY, CONTRACTOR TO MODIFY SOIL CONDITIONS TO SATISFY CRITERIA OR NOTIFY THE STRUCTURAL ENGINEER TO REVISE DESIGN PER CONDITIONS ENCOUNTERED. BACKFILL AROUND BUILDING TO PROVIDE SLOPE AWAY FROM BUILDING NOT LESS THAN A 2% SLOPE FOR A MINIMUM DISTANCE OF 10' FROM THE BUILDING, PER 2012 IBC 1804.3.
5. A. CAST-IN-PLACE CONCRETE: 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS 4" +/- 1" SLUMP, WITH MAX 1" AGGREGATE, AND ALL MATERIALS IN ACCORDANCE WITH ACI 318 STANDARDS. FINE BROOM FINISH INTERIOR SURFACES AND EXTERIOR SLABS. JOINTS REQUIRED IN FLAT WORK, SEE FOUNDATION DETAILS FOR REQUIREMENTS.
B. CMU BLOCKS "MEDIUM WEIGHT DENSITY" ARE MANUFACTURED TO ASTM C90-02 STANDARDS WITH A MIN COMPRESSIVE STRENGTH Fm = 1500 PSI. ALL CMU BLOCKS MUST BE FULLY GROUTED IN 5 FT MAXIMUM LIFTS (EXCEPTION - HIGH LIFT GROUTING FOR 8'-8" WALLS MAYBE USED AS LONG AS CLEANOUT OPENINGS ARE PROVIDED AT THE BOTTOM OF EVERY CELL FOR EACH FOUR ABOVE 5 FT). THE MORTAR TO BE USED SHALL BE TYPE S 1800 PSI MORTAR CONFORMING TO ASTM C270. MASONRY (CONCRETE) GROUT: 2500 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS 9" +/- 1" SLUMP, WITH MAX 1/2" AGGREGATE, AND TESTED IN ACCORDANCE TO MEET ACI 318. FINE OR COURSE GROUT MAY BE USED IN ACCORDANCE WITH 2012 IBC. CONSOLIDATE GROUT AT THE TIME OF PLACEMENT. CONSOLIDATE POURS EXCEEDING 12 IN. IN HEIGHT BY MECHANICAL VIBRATION, AND RECONSOLIDATE BY MECHANICAL VIBRATION AFTER INITIAL WATER LOSS AND SETTLEMENT HAS OCCURRED. CONSOLIDATION AND RECONSOLIDATION ARE NORMALLY ACHIEVED WITH A MECHANICAL VIBRATOR. A LOW VELOCITY VIBRATOR WITH A 3/4 IN. HEAD IS USED.
6. ANCHOR AND MACHINE BOLTS SHALL BE ASTM A307, UNLESS NOTED OTHERWISE BOLTS SHALL BE INSTALLED PER TURN-OF-NUT INSTALLATION METHOD REQUIRED. TURNS FOR PRE-TENSIONING FROM SNUG-TIGHT, U.N.O. IN THIS PLAN SET OR BY ANCHOR, BOLT OR FASTENER MANUFACTURER. SCREWS AND MACHINE BOLT CALLOUTS ARE MINIMUM SIZE ALLOWED, ACTUAL SIZE MAY VARY. TS STEEL BEAMS SHALL BE ASTM A500 GRADE B, Fy = 46 ksi. WIDE FLANGE BEAMS SHALL BE ASTM A992, Fy = 50 ksi. STEEL PLATES & SHAPES SHALL BE ASTM A36, Fy = 36 ksi. CONCRETE REINFORCING STEEL (REBAR): 60 ksi. (GRADE 60). WOOD FRAMING SHALL BE #2 & BTR DOUGLAS FIR, UNO.
GLU-LAM BEAMS SHALL BE GRADE 24F-V4.
7. QUESTIONS CONCERNING MATERIALS OR CONSTRUCTION CONTACT ROMTEC TECHNICAL ASSISTANCE AT: 541-496-3541
8. ROMTEC SCOPE SUPPLY AND DESIGN SUBMITTAL (SSDS) IDENTIFY SPECIFIC MODEL, MANUFACTURER & BRAND OF ALL PLUMBING AND ELECTRICAL FIXTURES AND ACCESSORIES. REFER TO THE SSDS FOR SPECIFIC LIST OF ITEMS SUPPLIED BY ROMTEC, ANY ITEMS NOT LISTED IN THE SSDS IS ASSUMED SUPPLIED BY THE INSTALLER.
9. THE OWNER / CONTRACTOR MAY EXERCISE DISCRETION IN SELECTING THE FINAL LOCATION FOR NON-DIMENSIONED ACCESSORIES AND FIXTURES (E.G., LIGHTS, COMFORT HEATERS, ETC.)

NOTE: ARCHITECT/ENGINEER IS NOT RESPONSIBLE FOR ANY SITE DESIGN OR ENGINEERING AND WILL NOT BE HELD ACCOUNTABLE OR LIABLE FOR ANY ISSUES RELATED TO THIS SITE. IT IS THE OWNER'S RESPONSIBILITY TO ACCURATELY LOCATE THIS BUILDING, SET FLOOR AND ADJACENT ELEVATIONS, DETERMINE SITE IS SUITABLE FOR CONSTRUCTION, VERIFY ALL UTILITIES, ETC.

RECYCLE

RECYCLE ALL USED SHIPPING MATERIALS AND LEFT OVER BUILDING MATERIALS

Structural members only were included in this structural review/design by PSE. Non-structural items are NOT included.

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ROMTEC 222-9
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ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803
info@structure1.com

PSE Consulting Engineers, Inc.
www.structure1.com
Klamath Falls Office
250 Main Klamath Falls, Oregon 97603
Phone: (541) 850-6300 Fax: (541) 850-6233

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: GENERAL NOTES

SYMBOL LEGEND

PLAN SET# LMS01

DATE: 02/01/2022

REVISIONS

REV	DATE	BY
1	2/03/2022	JRM

DRAWN BY: JRM

SHEET NO.

G1

CODES AND STANDARDS

- 2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL MECHANICAL CODE
2014 NATIONAL ELECTRICAL CODE
2012 INTERNATIONAL FIRE CODE
2009 ACCESSIBILITY CODE ICC/ANSI A117.1
2006 INTERNATIONAL ENERGY CONSERVATION CODE
- ACI AMERICAN CONCRETE INSTITUTE, ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
TMS THE MASONRY SOCIETY, TMS 402, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"

CODE SUMMARY:
OCCUPANCY CLASS.: U
CONSTRUCTION: VB
AREA: 185 FT²
AREA ALLOWABLE: 5500 FT²
HEIGHT: 1 STORY
HEIGHT ALLOWABLE: 1 STORY
OCCUPANT LOAD: 3

DESIGN LOADS

ROOF: SNOW LOAD 50 PSF
ROOF: DEAD LOAD 15 PSF
WALL DEAD LOAD 81 PSF
IBC SEISMIC DESIGN CATEGORY B
DESIGN WIND SPEED (ULTIMATE) 115 MPH
ALLOWABLE SOIL BEARING 1500 PSF

SEISMIC DESIGN DATA:

RISK CATEGORY: II
IMPORTANCE FACTOR: 1.0
SS: 0.258
S1: 0.075
SITE CLASS: D
SMS: 0.411
SM1: 0.179
SDS: 0.274
SD1: 0.119
SEISMIC DESIGN CATEGORY: B
R = 5
BASE SHEAR: V = 0.055 W

RISK CATEGORY: II
WIND SPEED = 115 MPH
C
EXPOSURE:
INTERNAL PRESSURE COEFF = ±0.18

BEARING WALL SYSTEM: SPECIAL REINFORCED MASONRY SHEAR WALL

ANALYSIS METHOD: EQUIVALENT STATIC FORCE METHOD

SPECIAL INSPECTIONS

CONCRETE SPECIAL INSPECTION NOT REQUIRED PER IBC 1705.3
EXCEPTION 2.3 [FOOTINGS]
EXCEPTION 3 [SLAB]

SPECIAL INSPECTIONS, CONT'D

MASONRY CONSTRUCTION: LEVEL B QUALITY ASSURANCE (PER TABLE 1.19.2 IN TMS402(11))						
INSPECTION TASK	FREQUENCY OF INSPECTION		REFERENCE CRITERIA		INSPECTION LOCATION	
	CONTINUOUS	PERIODIC	TMS 402 / ACI 530 / ASCE5	TMS 602 / ACI 530.1 / ASCE6	INHOUSE	FIELD
1. VERIFY COMPLIANCE WITH THE APPROVED SUBMITTALS	-	X	-	ART. 1.5	-	X
2. AS MASONRY CONSTRUCTION BEGINS, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:						
A. PROPORTION OF SITE-PREPARED MORTAR	-	X	-	ART. 2.1, 2.6A	-	X
B. CONSTRUCTION OF MORTAR JOINTS	-	X	-	ART. 3.3 B	-	X
D. LOCATION OF REINFORCEMENT, CONNECTORS, AND PRESTRESSING TENDONS AND ANCHORAGES	-	X	-	ART. 3.4/ 3.6A	-	X
3. PRIOR TO GROUTING, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:						
A. GROUT SPACE	-	X	-	ART. 3.2D, 3.2 F	-	X
B. GRADE, TYPE, AND SIZE OF REINFORCEMENT AND ANCHOR BOLTS, AND PRESTRESSING TENDONS AND ANCHORAGES	-	X	SEC. 1.16	ART. 2.4, 3.4	-	X
C. PLACEMENT OF REINFORCEMENT, CONNECTORS AND PRESTRESSING TENDONS AND ANCHORAGES	-	X	SEC. 1.16	ART. 3.2E, 3.4, 3.6A	-	X
D. PROPORTIONS OF SITE-PREPARED GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS	-	X	-	ART. 2.6B, 2.4G.1.b	-	X
E. CONSTRUCTION OF MORTAR JOINTS	-	X	-	ART. 3.3B	-	X
4. VERIFY DURING CONSTRUCTION:						
A. SIZE AND LOCATION OF STRUCTURAL ELEMENTS	-	X		ART. 3.3F	-	X
B. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES OR OTHER CONSTRUCTION.	-	X	SEC. 1.16.4.3, 1.17.1	-	-	X
D. PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F(4.4°C)) OR HOT WEATHER (TEMPERATURE ABOVE 90°F(32.2°C))	-	X	-	ART. 1.8C, 1.8D	-	X
5. OBSERVE PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS, AND/OR PRISMS	-	X	-	ART. 1.4B.2 a.3, 1.4B.2.b.3, 1.4B.2.c.3, 1.4B.3,1.4B.4	-	X

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(541) 496-3541 FAX (541) 496-0803

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: DESIGN CRITERIA # CODE SUMMARY

PLAN SET# LMS01

DATE: 02/01/2022

REVISIONS

REV. 1 DATE: 2/08/2022 BY: JRM

DRAWN BY: JRM

SHEET NO.

62

WALL TYPE SCHEDULE

8" REINFORCED CONCRETE
MASONRY BLOCK WALL WITH
MORTAR JOINTS, GROUTED SOLID
ALL CELLS RUNNING BOND PATTERN.

02/23/2022



EXPIRES: 01/01/2023

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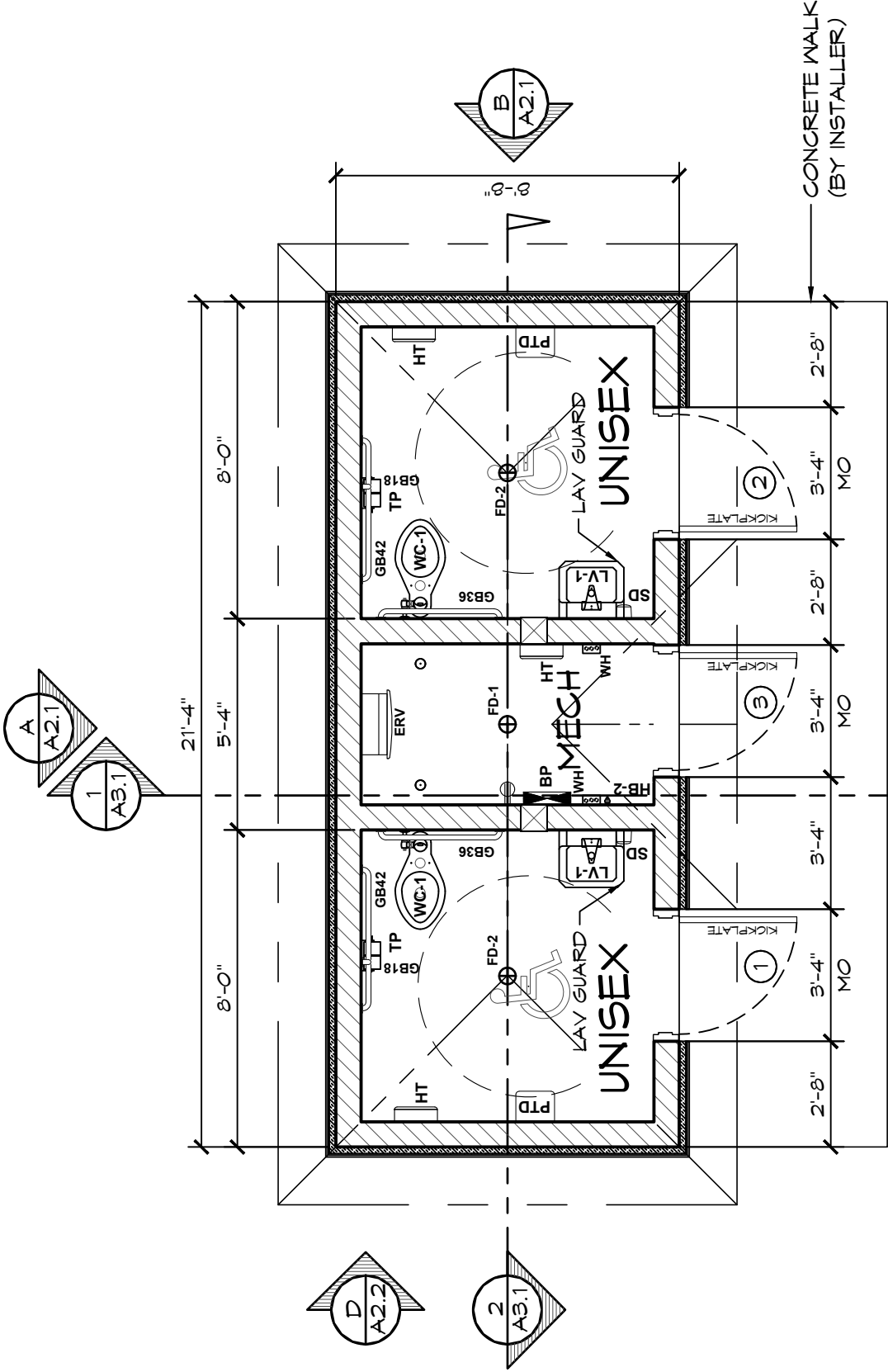
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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
SHEET TITLE: FLOOR PLAN

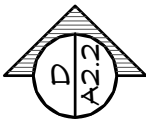
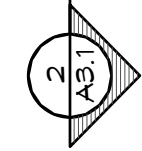
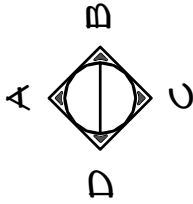
PLAN SET#		LM501	
DATE:		02/01/2022	
REVISIONS			
REV.	DATE:	BY:	
2	2/23/2022	JRM	
DRAWN BY:		JRM	

SHEET NO.

A1.1

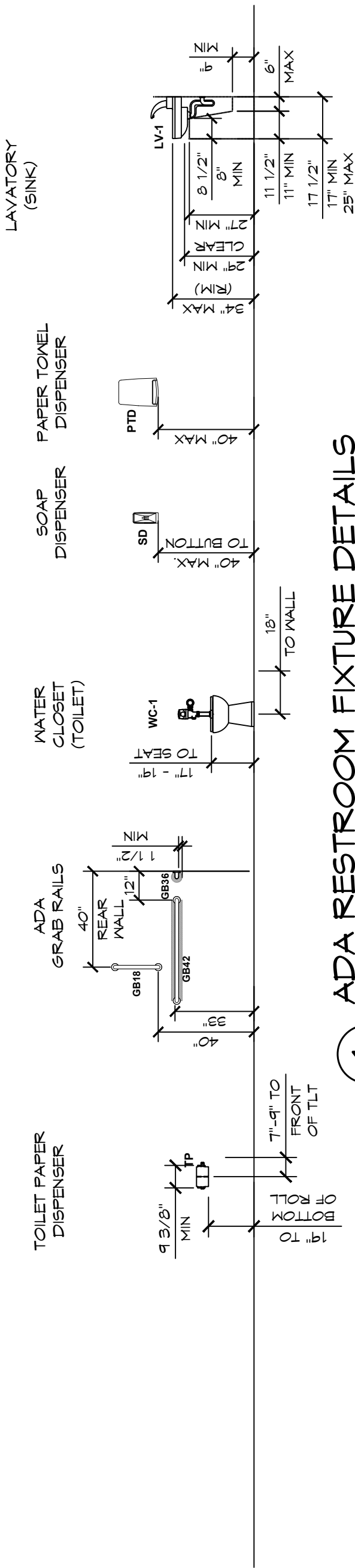


1 FLOOR PLAN
SCALE: 1" = 1'-0"





EXPIRES: 01/01/2023

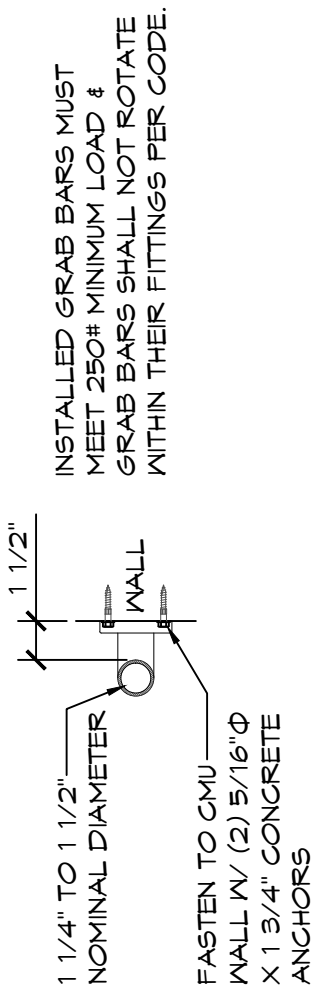


ADA RESTROOM FIXTURE DETAILS

SCALE: 1/4" = 1'-0"

A. THE ACCESSIBLE SINK SHALL BE MOUNTED WITH THE COUNTER OR RIM NO HIGHER THAN 34" ABOVE FINISH FLOOR. KNEE CLEARANCE THAT IS AT LEAST 27" HIGH, 30" SIDE AND 19" UNDERNEATH THE SINK SHALL BE PROVIDED. HOT WATER AND DRAIN SHALL BE INSULATED OR OTHERWISE CONFIGURED SO AS TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER THE SINK. SECTION 11B- 606.

B. FAUCET CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. LEVER OPERATED, PUSH-TYPE AND ELECTRONICALLY CONTROLLED MECHANISMS ARE ACCEPTABLE. SELF-CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS. SECTION 11B-606.4.



GRAB BAR SECTION

SCALE: 1 1/2" = 1'-0"

SIGN FASTENERS:

(4) #10 3/4" PHILLIPS ROUND
HEAD SCREW.

NOTES:

- CHARACTERS ON SIGNS SHALL BE RAISED 1/32" INCH MINIMUM AND SHALL BE SANS SERIF UPPERCASE
- CHARACTERS ACCOMPANIED BY GRADE II BRAILLE (WHERE REQUIRED), RAISED CHARACTERS SHALL BE A MINIMUM OF 5/8" INCH AND A MAXIMUM OF 2" INCHES HEIGHT.

B) CONTRACTED GRADE II BRAILLE SHALL BE USED WHENEVER BRAILLE IS REQUIRED. DOTS SHALL BE 1/10"TH INCH ON CENTERS IN EACH CELL WITH A 2/10"TH INCH SPACE BETWEEN CELLS, MEASURED FROM THE SECOND COLUMN OF DOTS IN THE FIRST CELL TO THE FIRST COLUMN OF DOTS IN THE SECOND CELL. DOTS SHALL BE A RAISED A MINIMUM OF 1/40"TH (0.025) INCH ABOVE THE BACKGROUND.

ADA SIGNS DETAIL

SCALE: 1 1/2" = 1'-0"

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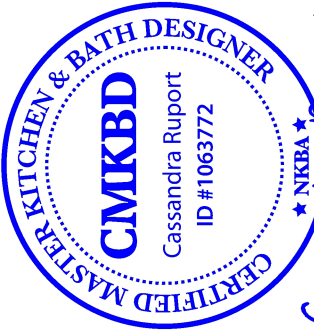
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SHEET NO.

13. m.

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02/23/2022



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PROJECT:

LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE:

INTERIOR ELEVATION VIEWS

PLAN SET#

LM501

DATE:

02/01/2022

REVISIONS

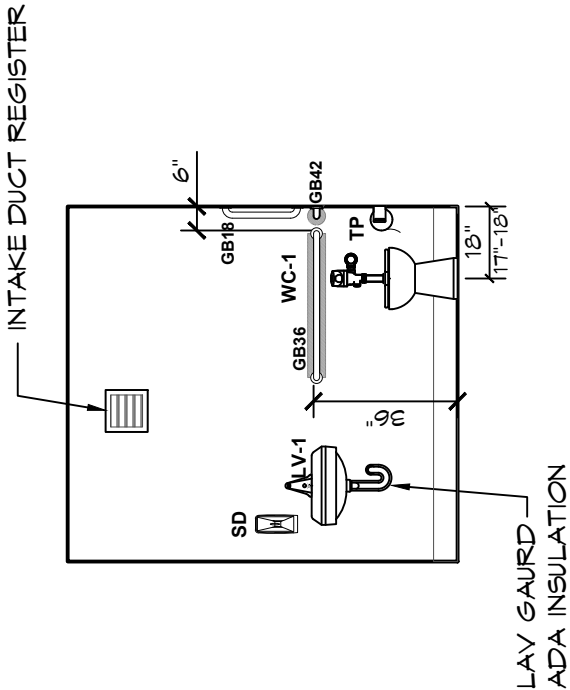
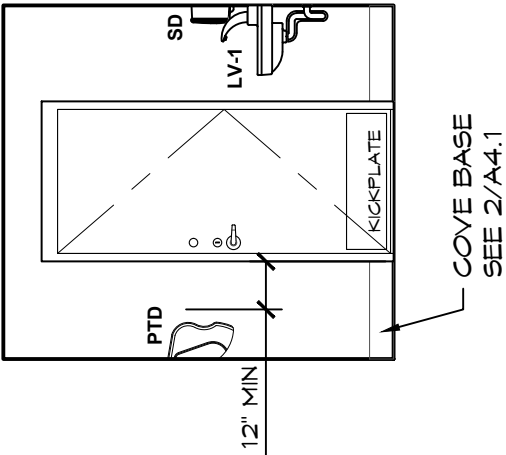
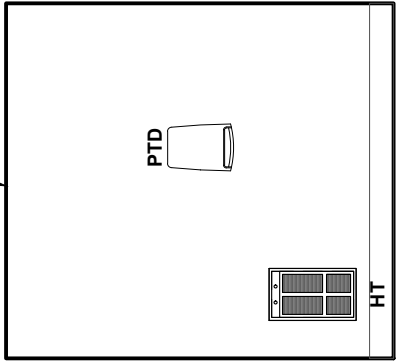
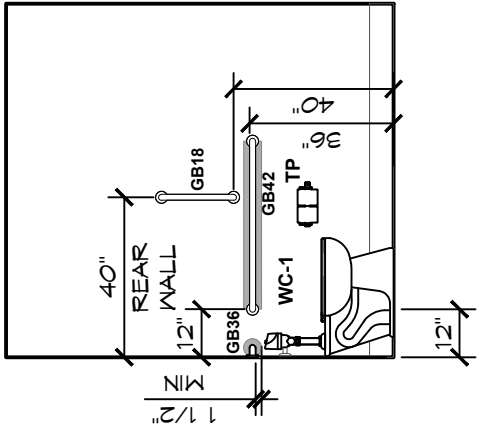
REV.	DATE:	BY

DRAWN BY:

JRM

WALLS AND PARTITIONS WITHIN 2 FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 4 FEET ABOVE THE FLOOR OR PER LOCAL CODE

ALL INTERIOR RESTROOM WALLS TO BE FINISHED WITH PRIMER (BY OTHERS) AND TWO COATS OF EPOXY PAINT (BY OTHERS) SLAB TO CEILING TO SATISFY CODE REQUIREMENT.



1 ADA RESTROOM INTERIOR ELEVATION VIEWS

SCALE: 1/4" = 1'-0"

SHEET NO.

A1.4

Cassandra Ruport
★ NKBA ★

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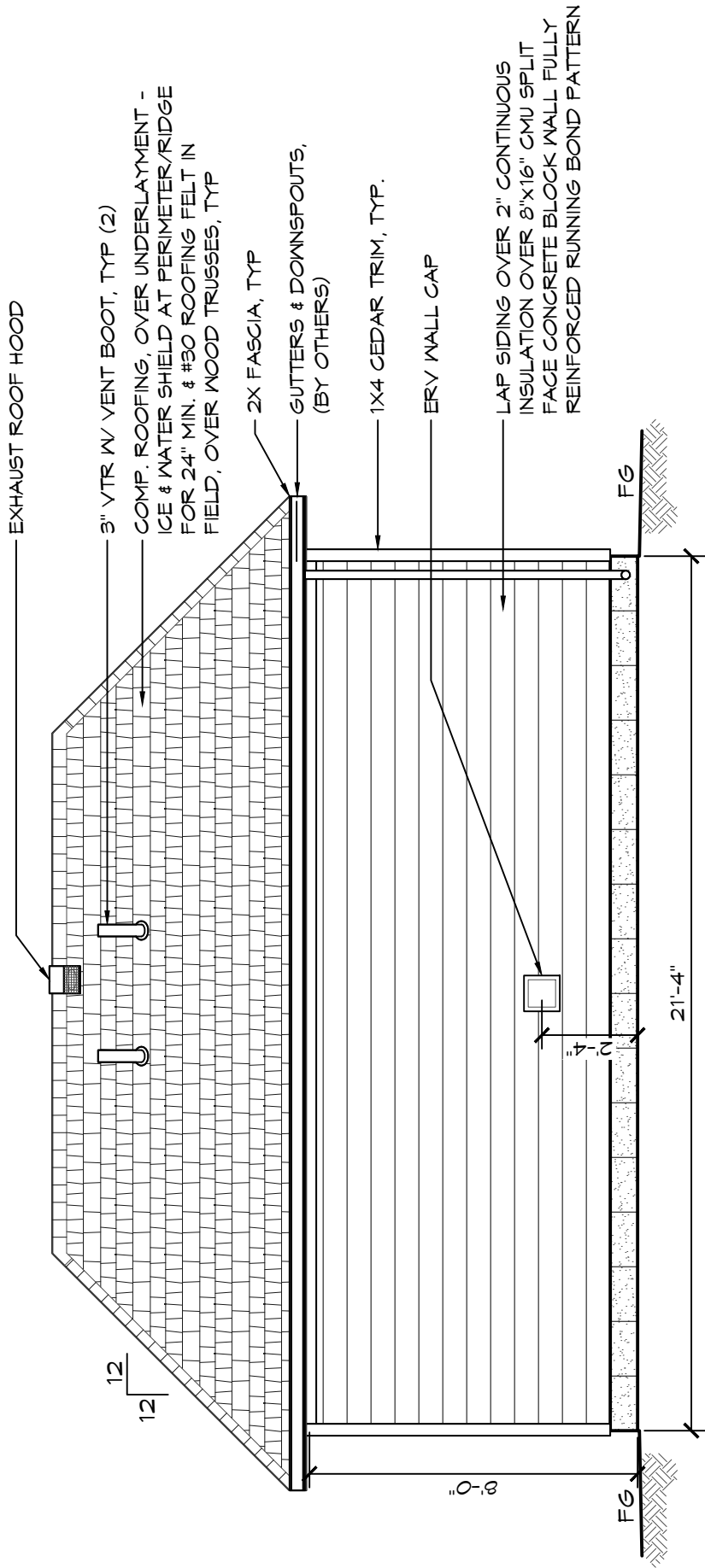
PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

SHEET TITLE: EXTERIOR ELEVATION VIEWS

PLAN SET#		LMS01	
DATE:		02/01/2022	
REVISIONS			
REV.	DATE:	BY:	
2	2/23/2022	JRM	
DRAWN BY:		JRM	

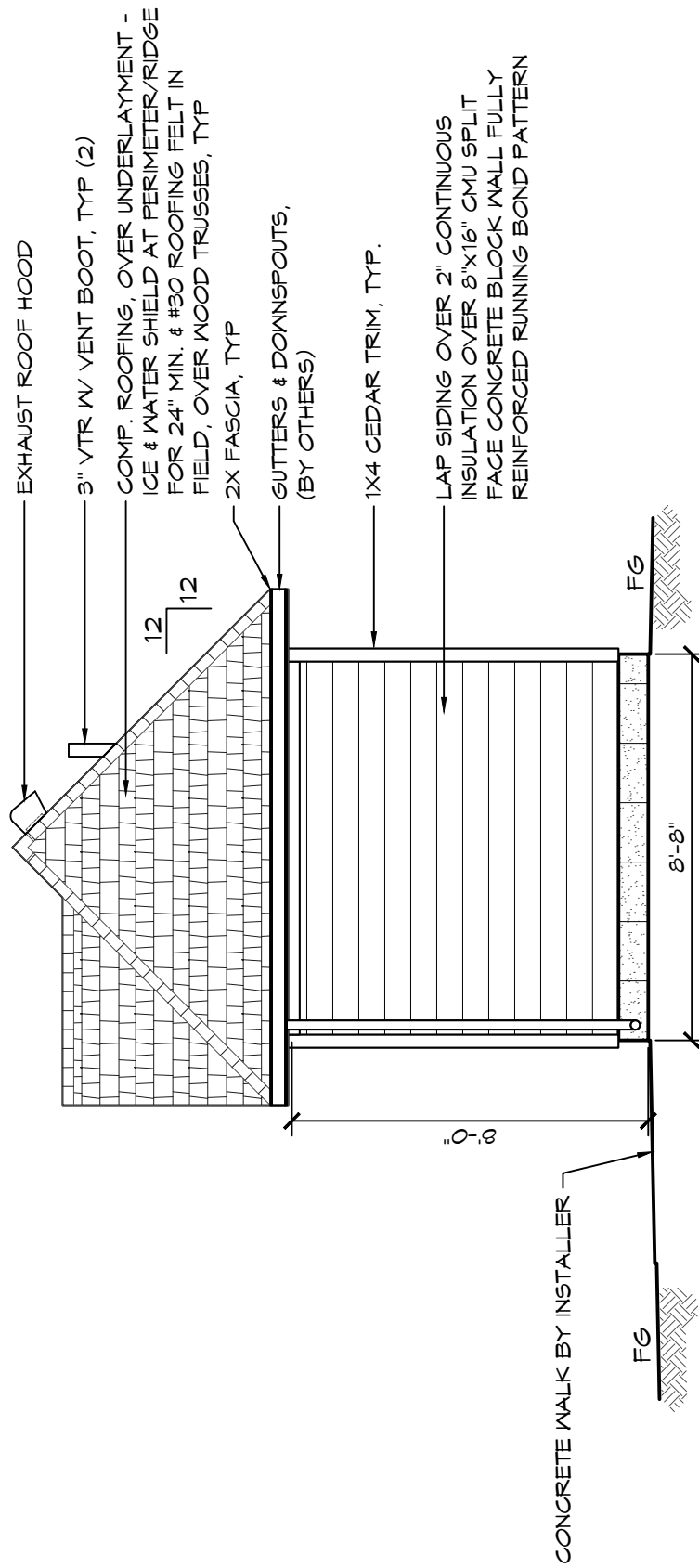
SHEET NO.

1.2. ~~A~~



ELEVATION VIEW

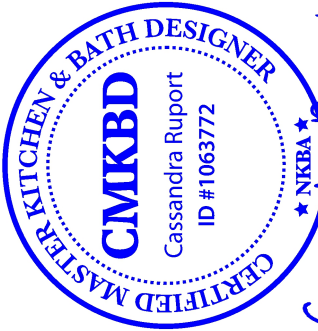
SCALE: 1/4" = 1'-0"



ELEVATION VIEW

SCALE: 1/4" = 1'-0"

02/23/2022



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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: EXTERIOR ELEVATION VIEWS

PLAN SET#
LMS01

DATE:

02/01/2022

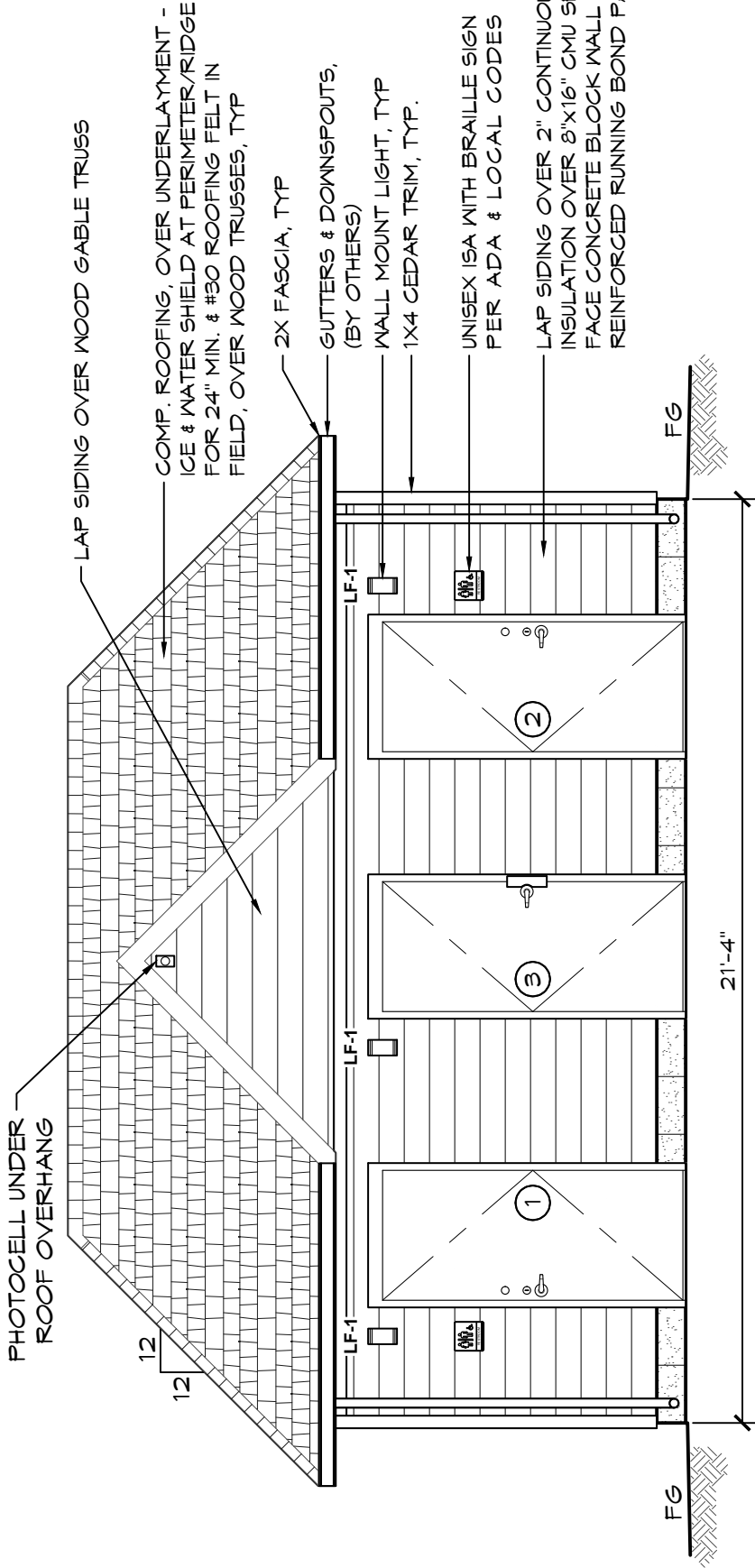
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2	2/23/2022	JRM

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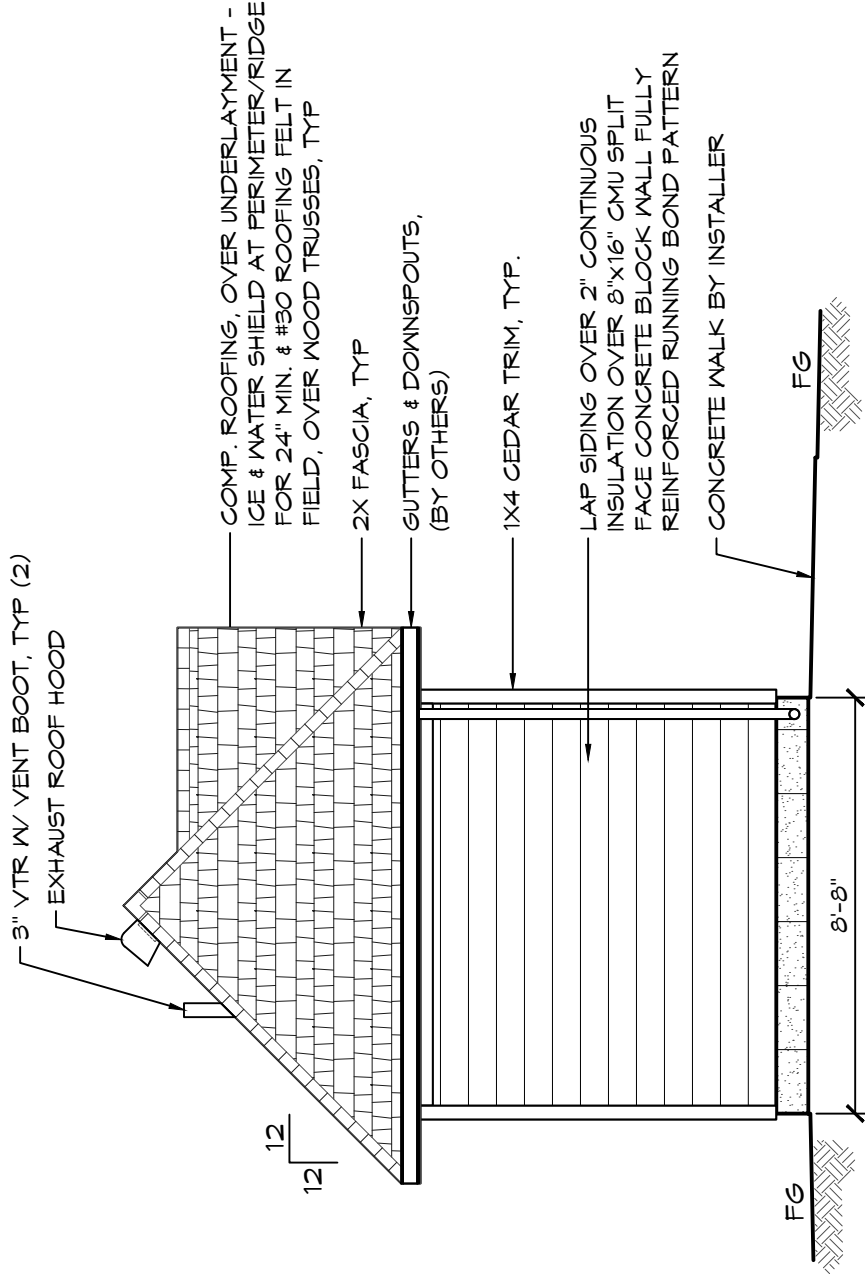
SHEET NO.

A2.2



ELEVATION VIEW

SCALE: 1/4" = 1'-0"



ELEVATION VIEW

SCALE: 1/4" = 1'-0"

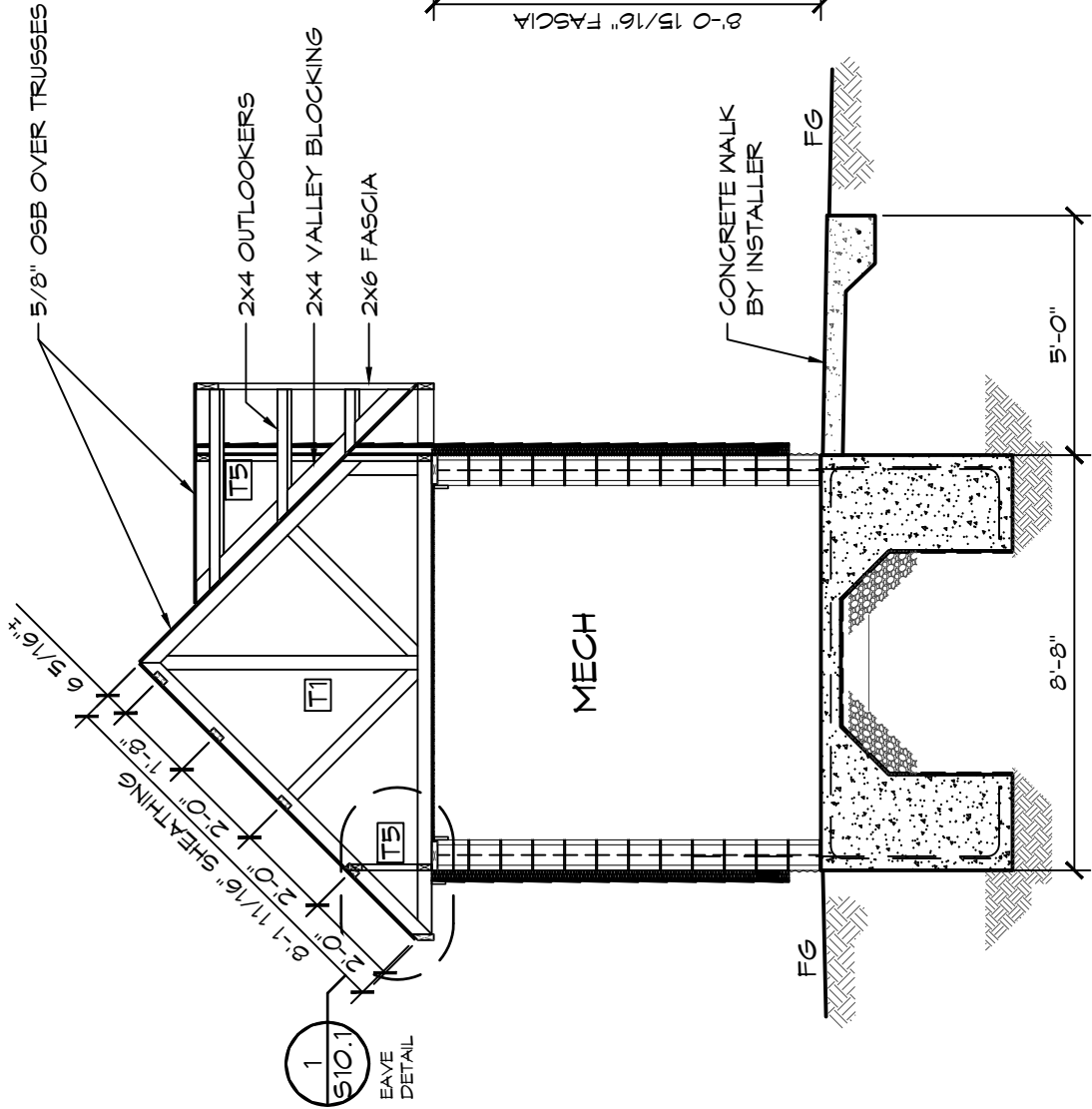
02/23/2022



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EXPIRES: 01/01/2023

PRE-ENGINEERED WOOD TRUSSES SHALL
BE PER INSTALL INSTRUCTIONS IN THE:
"FINAL "
ROMTEC SCOPE OF SUPPLY AND
DESIGN SUBMITTAL

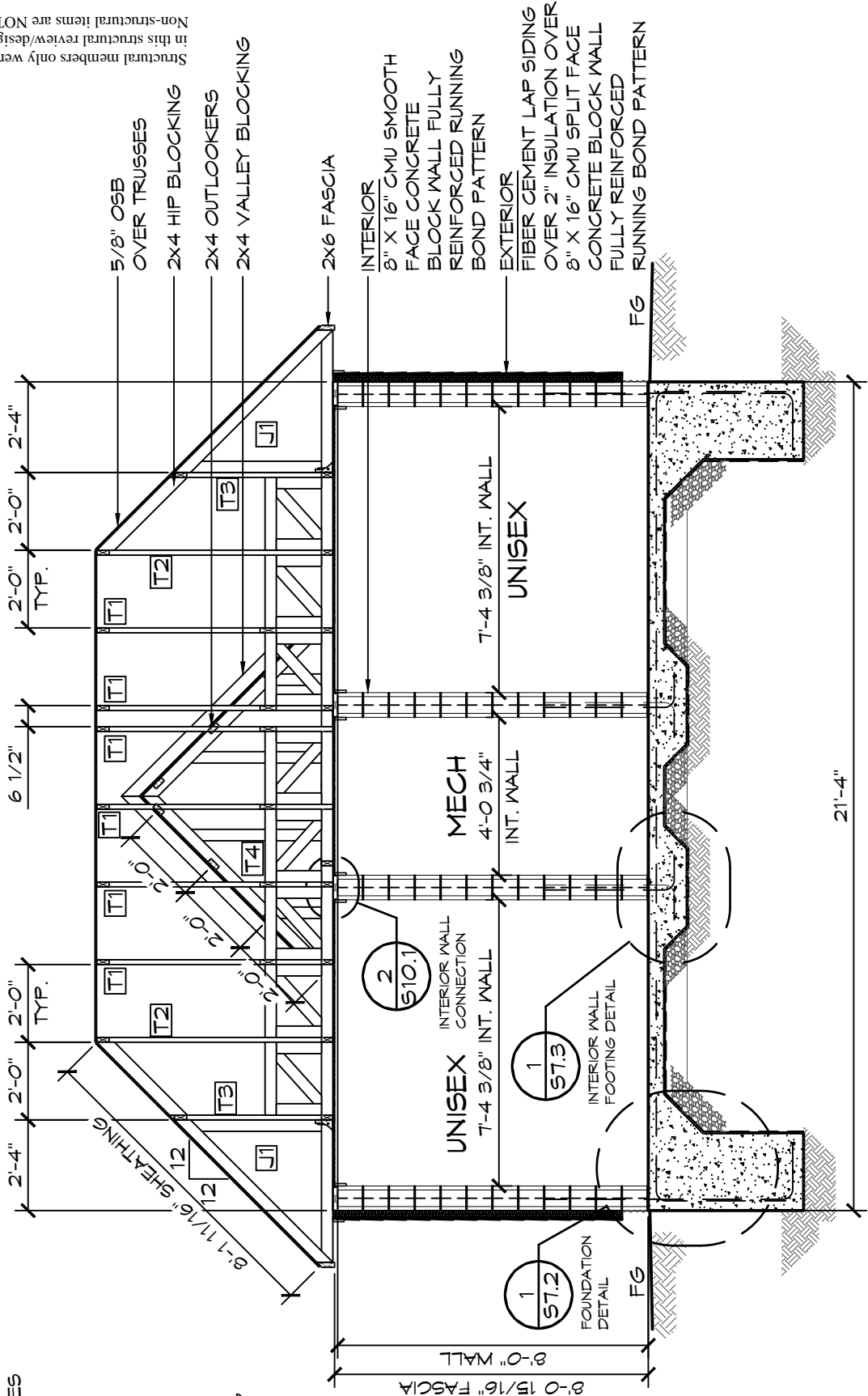


SECTION VIEW

1

SCALE: 1/4" = 1'-0"

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SECTION VIEW

2

SCALE: 1/4" = 1'-0"

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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: SECTION VIEWS

PLAN SET# LMS01

DATE: 02/01/2022

REV.	DATE:	BY:
1	2/08/2022	JRM
2	2/23/2022	JRM

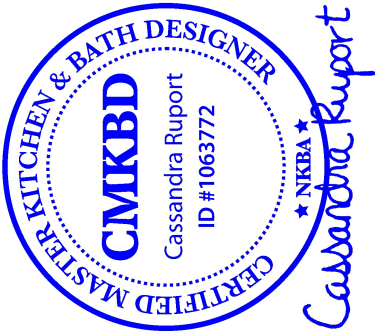
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SHEET NO.

A3.1

02/23/2022



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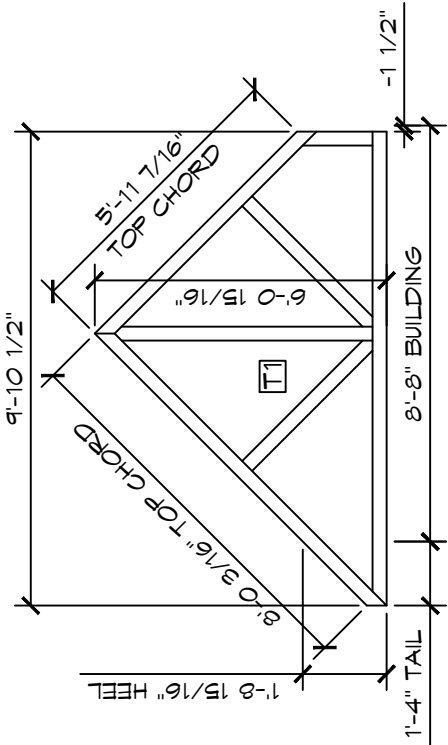
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PROJECT:	LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
SHEET TITLE:	TRUSSES

PLAN SET#		LMS01	
DATE:		02/01/2022	
REVISIONS			
REV.	DATE:	BY	
1	2/08/2022	JRM	
DRAWN BY:		JRM	

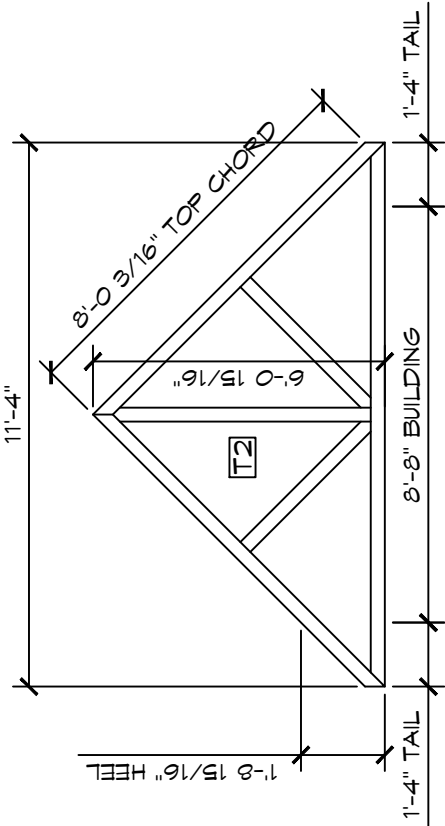
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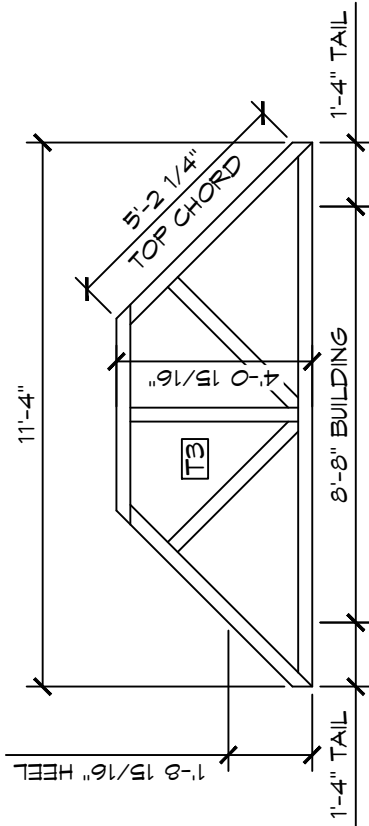
T1 CLIPPED TRUSS

SCALE: 1/4" = 1'-0"



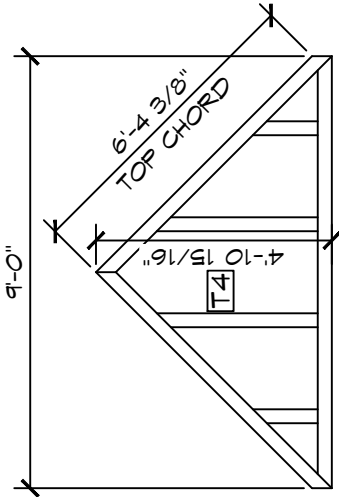
T2 FULL TRUSS

SCALE: 1/4" = 1'-0"



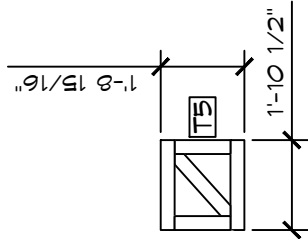
T3 GIRDER TRUSS

SCALE: 1/4" = 1'-0"



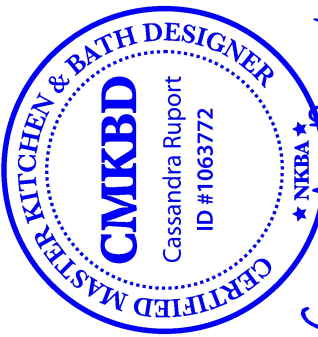
T4 GABLE TRUSS

SCALE: 1/4" = 1'-0"



T5 SECONDARY TRUSS BLOCKING

SCALE: 1/4" = 1'-0"



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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

SHEET TITLE: MALL FINISH SCHEDULE
(INTERIOR/EXTERIOR)

PLAN SET#
LMS01

DATE: 02/01/2022

REVISIONS		
REV.	DATE:	BY
2	2/23/2022	JRM

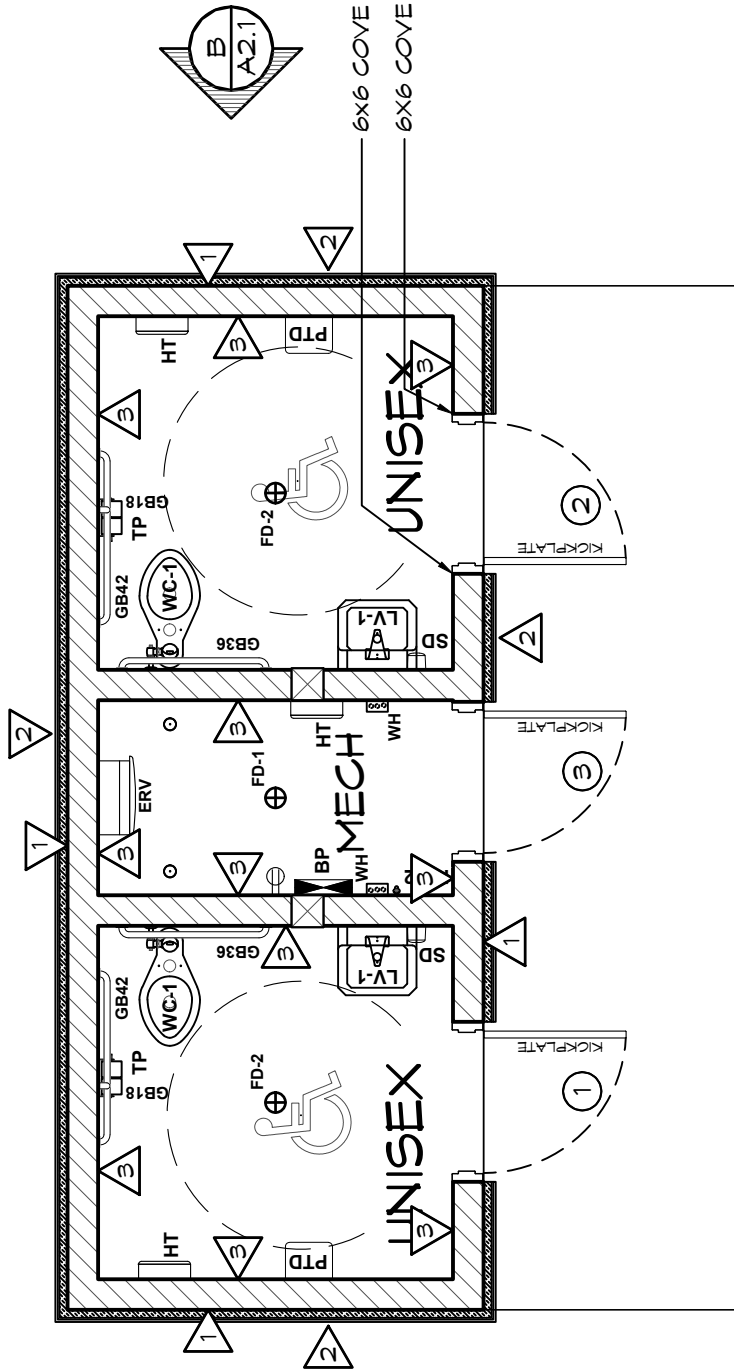
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SHEET NO.

1. 4. 4.

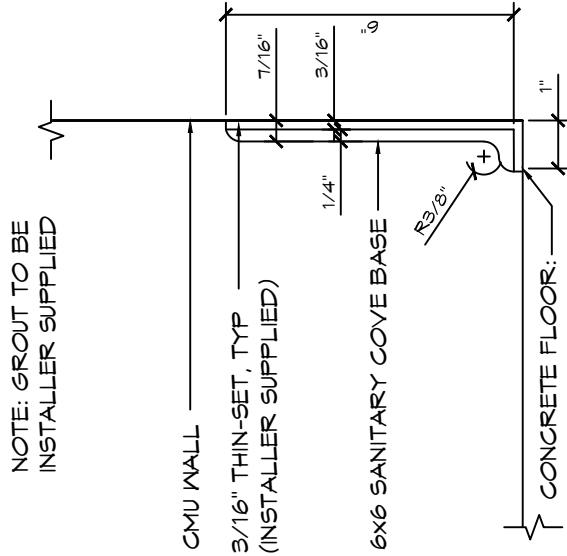
FINISH SCHEDULE

NO.	LOCATION	FINISH	DETAIL
1	EXTERIOR SIDE OF CMU	BLOCK SEALING: INSTALLER TO APPLY 2 COATS OF RAIN GUARD BLOCK LOK ON CMU SURFACES BEFORE INSTALL OF INSULATION (INSTALLER SUPPLIED)	INSTALLER SUPPLIED
2	EXTERIOR WALL	FIBER CEMENT LAP SIDING OVER 2" RIDGED INSULATION OVER 8" SPLIT FACE REINFORCED CONCRETE MASONRY BLOCK WALL W/ MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.	SHEET A4.2
3	INTERIOR WALL	PRIMED & (2) COATS OF EPOXY PAINT CMU WALLS FLOOR TO CEILING (INSTALLER SUPPLIED)	
	CEILING	5/8" MOISTURE RESISTANT DRYWALL TO BE TEXTURED, PRIMED & PAINTED (INSTALLER SUPPLIED)	
	FLOOR	CONCRETE WITH A WATER BASED WET CURE SEALER CURE-N-SEAL OR EQUAL (INSTALLER SUPPLIED)	
	COVE BASE IN RESTROOMS ONLY	SANITARY TILE COVE BASE	DETAIL 2/A4.1



6X6 COVE BASE CORNER RIGHT, TYP.

6X6 COVE BASE CORNER LEFT TYP.

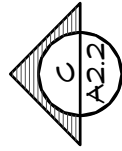


**SANITARY TILE COVE BASE W/
CMU WALL & CONCRETE FLOOR**

COVE BASE DETAIL

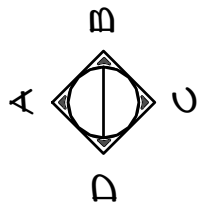
N

SCALE: 3" = 1'-0"



FINAL PLAN

SCALE: 1/4" = 1'-0"






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EXPIRES: 01/01/2023

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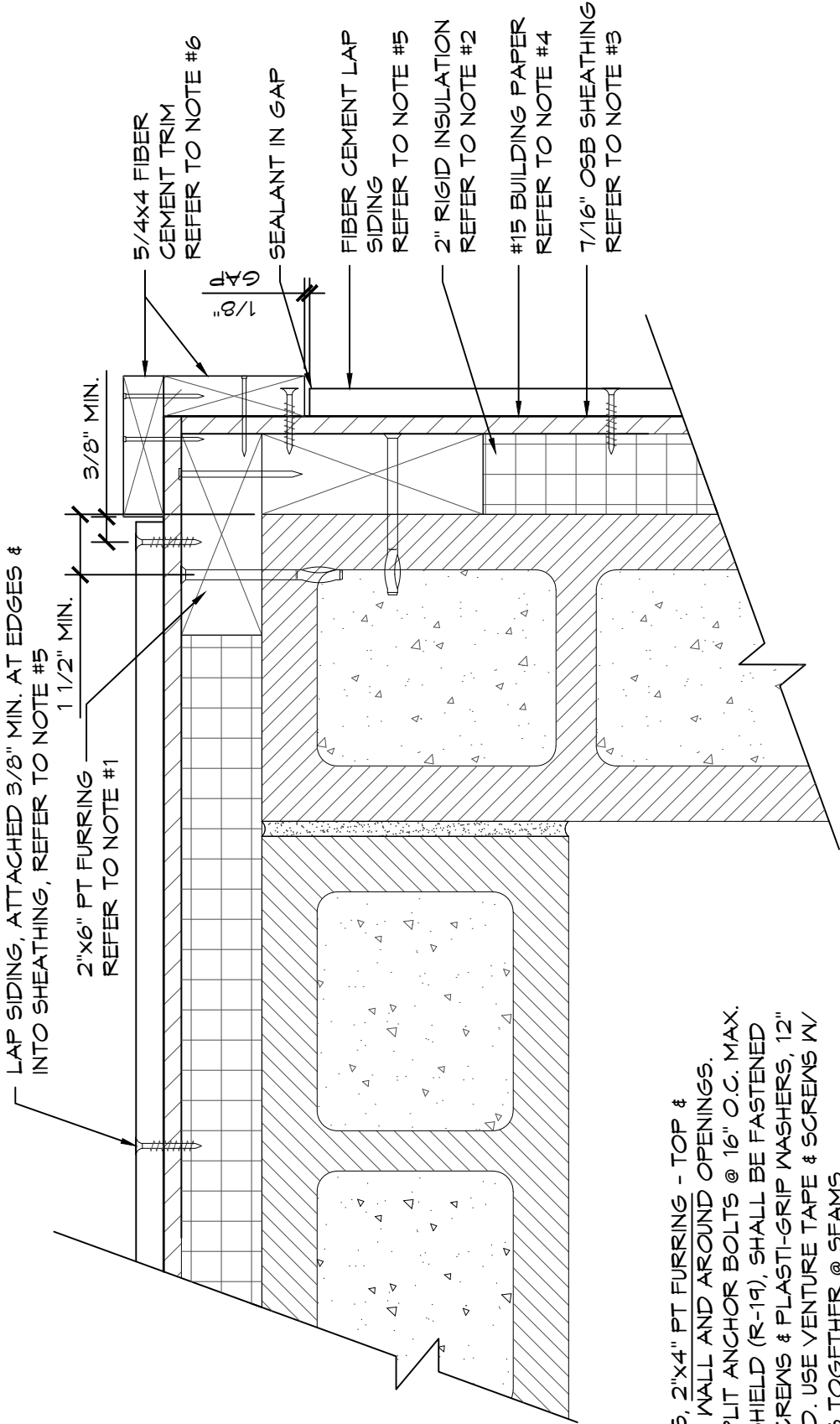
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PROJECT:	LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
SHEET TITLE:	WALL FINISH DETAILS

PLAN SET#		LM501	
DATE:		02/01/2022	
REVISIONS			
REV.	DATE:	BY:	
2	2/23/2022	JRM	
DRAWN BY:		JRM	

SHEET NO.

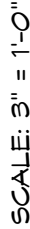
A4.3



- 2"x6" PT FURRING - AT CORNERS, 2"x4" PT FURRING - TOP & BOTTOM OF SMOOTH FACE CMU WALL AND AROUND OPENINGS. FASTEN FURRING W/ 1/4" X 4" SPLIT ANCHOR BOLTS @ 16" O.C. MAX.
- 2" RIGID INSULATION - ENERGY SHIELD (R-19), SHALL BE FASTENED TO CMU W/ 3 1/2" GRIP-DECK SCREWS & PLASTI-GRIP WASHERS, 12" O.C. PERIMETER & 16" O.C. IN FIELD. USE VENTURE TAPE & SCREWS W/ WASHERS TO FASTEN (2) SHEETS TOGETHER @ SEAMS.
- 7/16" OSB SHEATHING - SHALL BE FASTENED THRU INSULATION TO CMU W/ SIP LD 4" SCREWS, 12" O.C. PERIMETER & 16" O.C. IN FIELD.
- #15 BUILDING PAPER - SECURED TO 7/16" OSB SHEATHING PER MANUFACTURE'S INSTALL INSTRUCTIONS.
- FIBER CEMENT LAP SIDING (7" REVEAL) - BLIND NAIL W/ STUDLESS SIDING FASTENER TETRAGRIP .117" X 1.125" X .3" (PART #650867), @ 16" O.C. MAX. INTO SHEATHING PER MANUFACTURERS INSTALLATION INSTRUCTIONS.
- FIBER CEMENT TRIM PIECES - 5/4 x 4, ATTACH WITH 2" FINISH NAILS @ 8" O.C., COUNTERSINK & FINISH.

1 CMU CORNER FINISH DETAIL

SCALE: 3" = 1'-0"



HM DOOR W CHANNEL
 FILLER @ BOT
 DOOR SWEEP
 SLAB FLUSH & LEVEL
 ONLY AT DOORWAY
 SLOPE 1/4":12"
 3/4"
 EQ
 EQ
 EQ
 #5 X 12" DOWELS @ 12" O.C.
 (AT DOOR LOCATIONS)
 (DRILL & DOWEL)
 CONC SLAB & REBAR
 AS PER SLAB PLAN



SCALE: 3" = 1'-0"

Structural members only were included in this structural review/design by PSE. Non-structural items are NOT included.

NOTE A.
SINGLE DOOR 2" JAMB
DOUBLE DOOR 4" JAMB

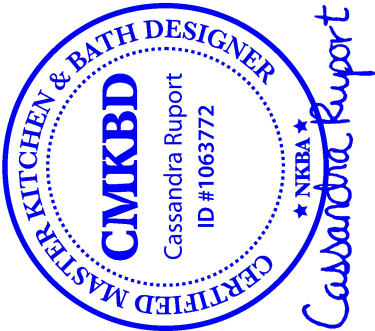
DOOR CLIP; LOCATE
IN MORTAR JOINT

SHEET NO.

2. 10. 4

THRESHOLD DETAIL

SCALE: 3" = 1'-0"



EXPIRES: 01/01/2023

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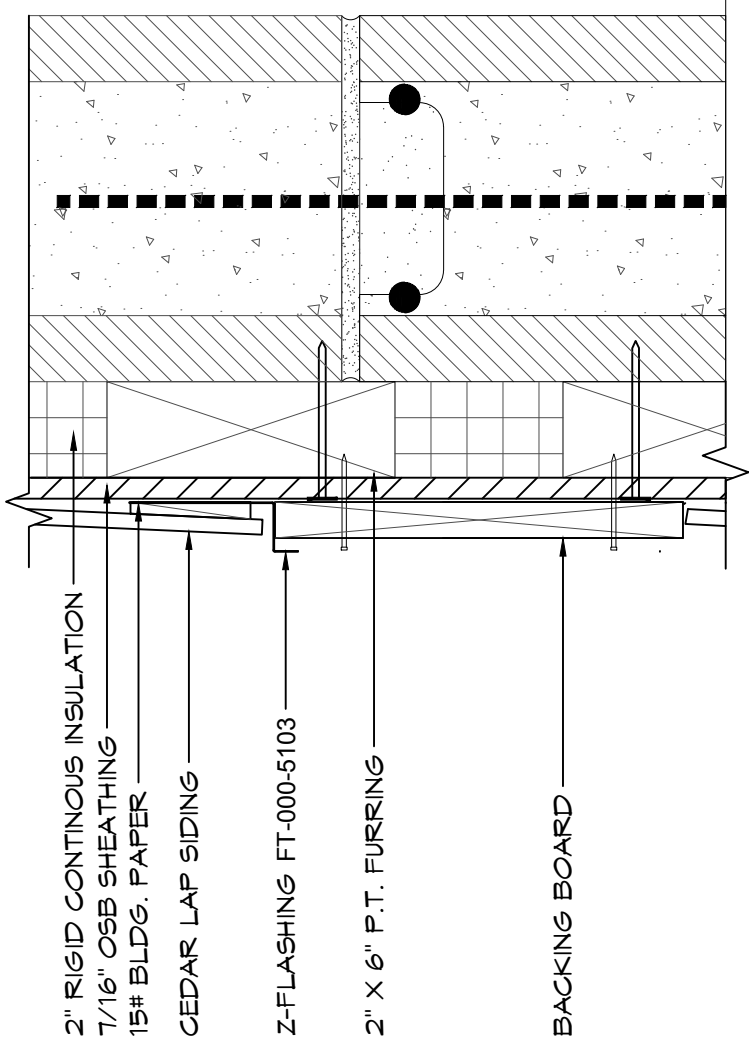
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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: DOOR DETAILS

PLAN SET#	LMS01
DATE:	02/01/2022
REVISIONS	
REV.	DATE: BY
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1A SIGN DETAIL
SCALE: 3" = 1'-0"

1B WHEN A SIGN IS REQUIRED
BACKING BOARD - FIELD CUT
(5/4" X 4" FIBER CEMENT)

- FOR LAP OR SHAKE SIDING ONLY!
FOR OTHER FINISHES SEE 2/A5.2
- ATTACH BACKING BOARD 10" o.c.,
FROM DOOR OPENING (LATCH
SIDE)
- LOCATIONS & HEIGHT OF SIGN
REQUIREMENTS PER PLANS

SCALE: 1" = 1'-0"

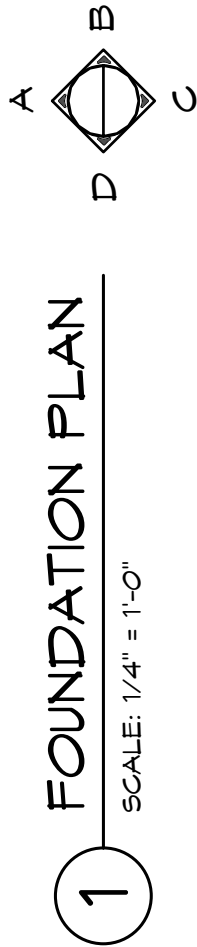
FOR 6"x9" SIGN

FOR 8"x8" SIGN

10" 7"

8 1/2" 8 1/2" SHOWN

SHEET NO.



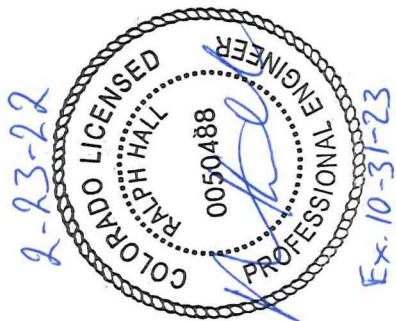
SCALE: 1/4" = 1'-0"

RECYCLED

RECYCLE ALL USED SHIPPING
MATERIALS AND LEFT OVER
BUILDING MATERIALS

FOUNDATION NOTES:

1. FINISH FLOOR SLOPE IS 2% (1/4" PER FT) MAX & 1% (1/8" PER FT) MIN
2. VERIFY SIDEWALKS W/ OWNER
3. PROVIDE BLOCK-OUTS FOR PLUMBING, MECHANICAL, & ELECTRICAL AS REQD. CO-ORDINATE W/ SUBS.
4. REBAR MIN. BEND SHALL BE NOT LESS THAN 6db INSIDE DIA. AS PER TMS 402-16 SECTION 6.1.8.2.
5. SAW JOINTS BY CONTRACTOR. SLAB APPEARANCE IS A PRIORITY. LOCATE JOINTS AT 10' O.C. MAX. SEE 3/51.3.
6. MAXIMUM SLOPE OF EXCAVATION MAY BE LIMITED BY LOCAL SOIL CONDITIONS. INCREASE DEPTH OF FORMED CONCRETE AS REQD.
7. CONCRETE SLAB BENEATH FLOOR MOUNTED FIXTURES ARE TO BE GROUTED LEVEL AND SMOOTH.
8. UNDER FOOTINGS: 12" FILL COMPACTED TO 90% ASTM D 1557 TO MEET OR EXCEED ALLOWABLE BEAR PRESSURE ON SHEET G2.
UNDER SLAB: 6" FILL COMPACTED TO 90% ASTM D 1557 TO MEET OR EXCEED ALLOWABLE BEAR PRESSURE ON SHEET G2.




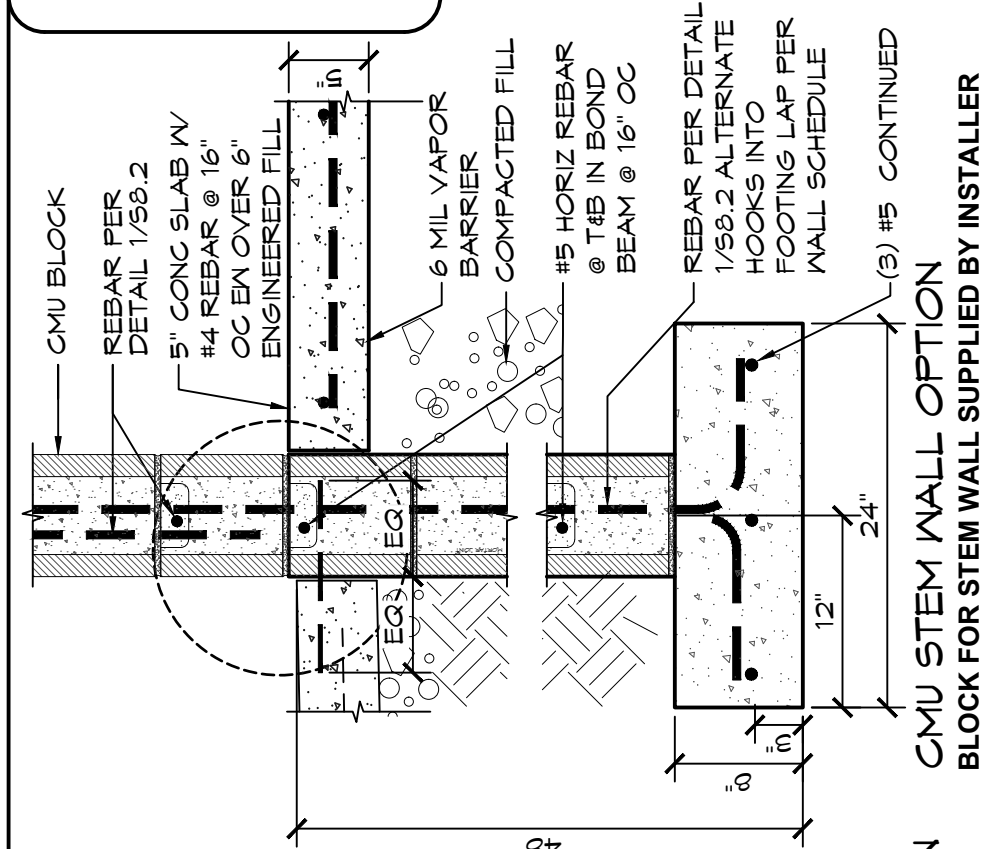
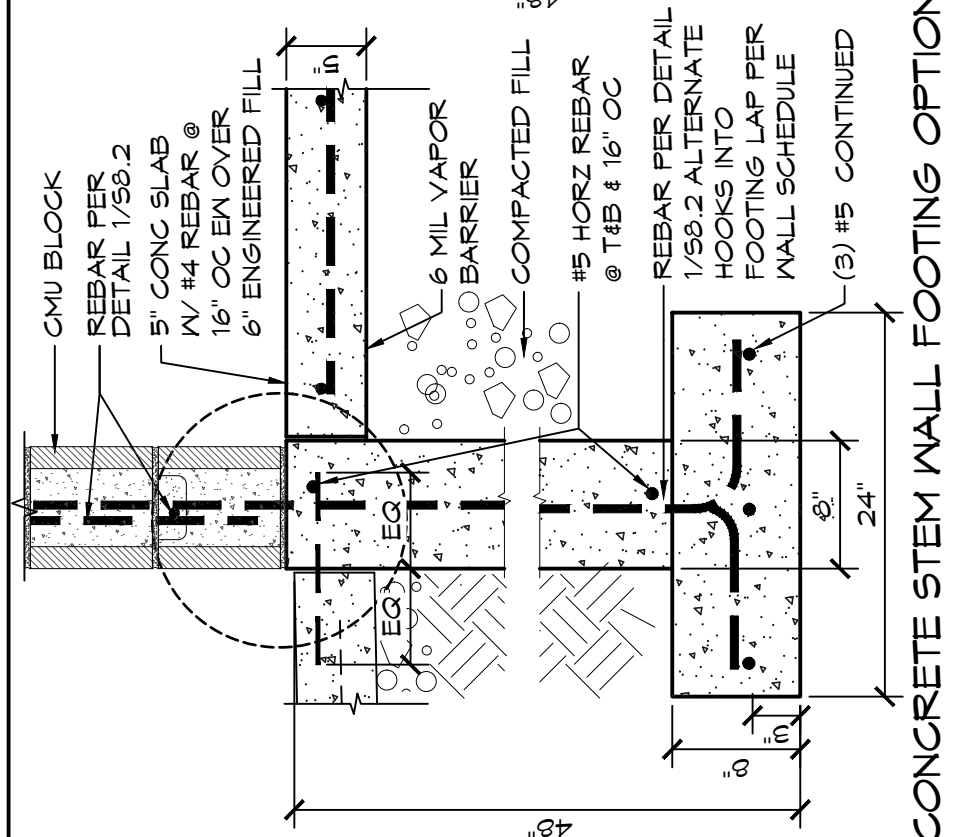
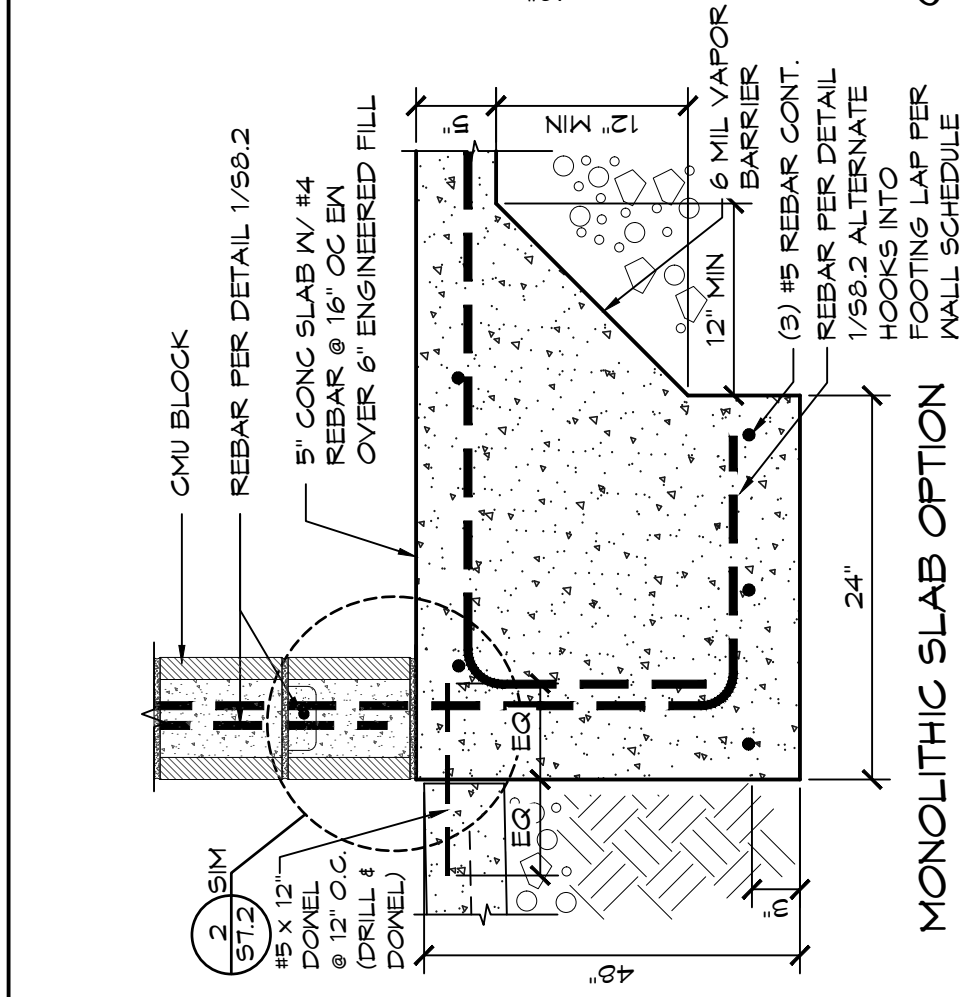
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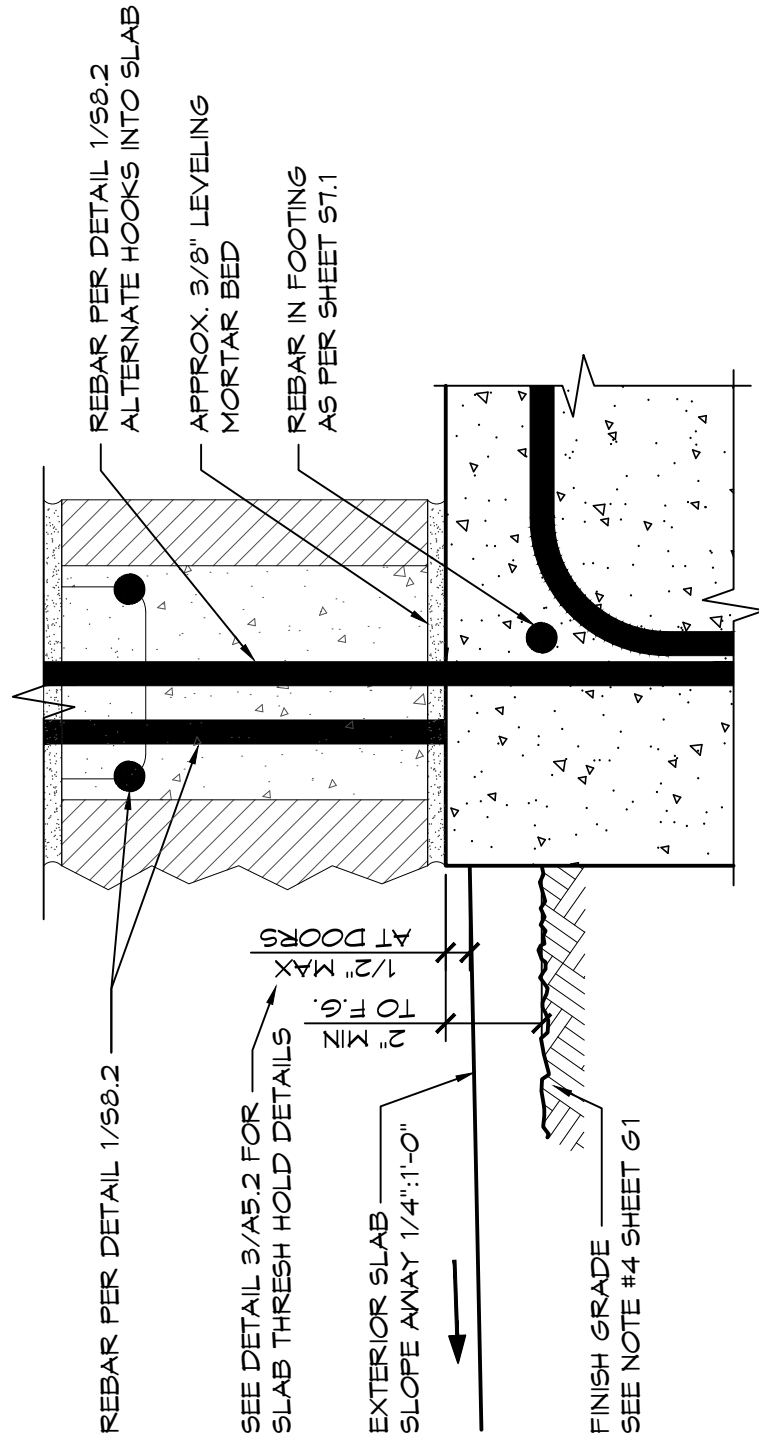
SHEET NO.

1.5

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM LEADVILLE, COLORADO	 PSE Consulting Engineers, Inc. 250 Main Klamath Falls, Oregon 97603 Klamath Falls Office www.pseinc.com Phone: (541) 850-6300 Fax: (541) 850-6233 info@structure1.com	ROMTEC 222-9 18240 NORTH BANK ROAD ROSEBURG, OR 97470 (541) 496-3541 FAX (541) 496-0803	SHEET TITLE: FOUNDATION PLAN	
			PLAN SET# LM501	
DATE: 02/01/2022		REVISIONS		DRAWN BY: JRM
REV.	DATE	BY		



SCALE: N.T.S.



WALL-SLAB CONNECTION - MONO

SCALE: 3" = 1'-0"

SHEET NO.

2.5

PROJECT:		LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM		LEADVILLE, COLORADO		SHEET TITLE: FOUNDATION DETAILS	
PLAN SET #		LM501		DATE:		02/01/2022	
REV.		1		DATE:		2/08/2022 JRM	
REVISIONS							
DRAWN BY:		JRM					

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SHEET TITLE: FOUNDATION DETAILS

LEADVILLE, COLORADO

PLAN SET#
LMS01

DATE: _____

REVISIONS

REV. _____ DATE: _____ BY _____

1	2/08/2022	JRM
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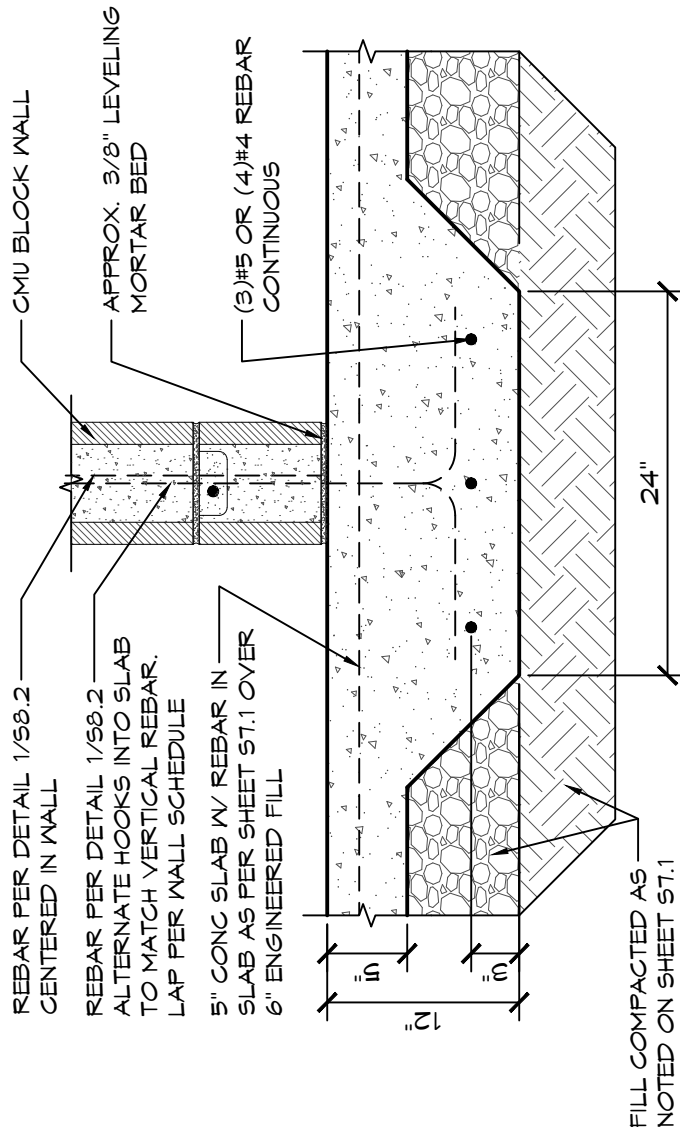
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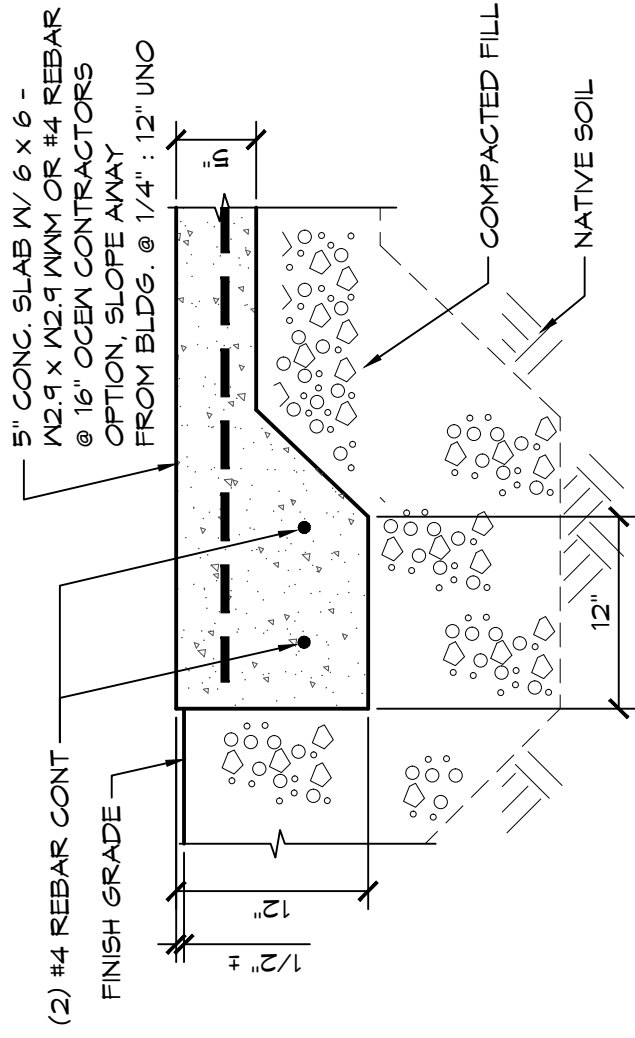
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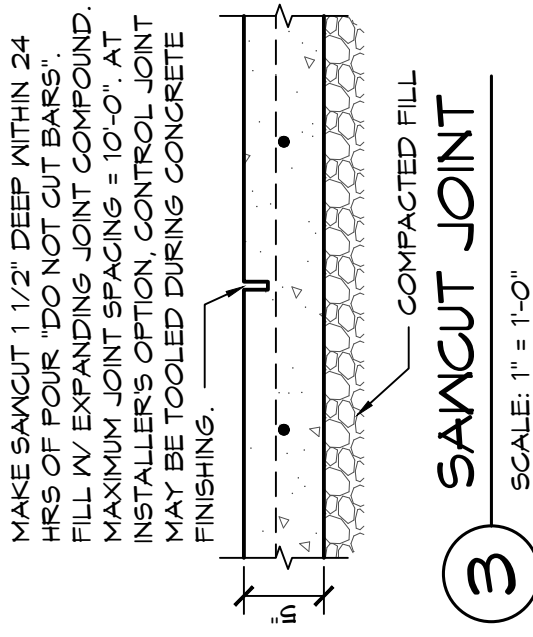
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THICKENED SLAB AT INTERIOR WALL



EDGE OF CONC. WALKWAY



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SHEET NO.:

m.
15

DRAWN BY: IRV

PLAN SET#
LMS01

DATE:

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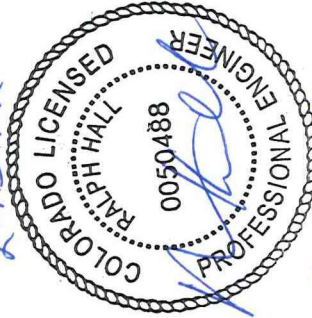
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SHEET TITLE: FOUNDATION DETAILS

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

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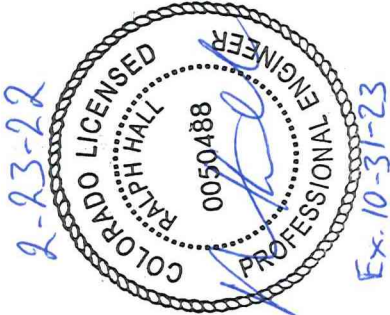
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WALL TYPE SCHEDULE

8" REINFORCED CONCRETE
MASONRY BLOCK WALL WITH
MORTAR JOINTS, GROUTED SOLID
ALL CELLS RUNNING BOND PATTERN.

THE CMU BLOCK LAYOUT SHALL BE PER
THE BLOCK LAYOUT PLANS IN THE:
"FINAL"
ROMTEC SCOPE OF SUPPLY AND
DESIGN SUBMITTAL



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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: STRUCTURAL CMU PLAN

PLAN SET# LMS01

DATE: 02/01/2022

REVISIONS

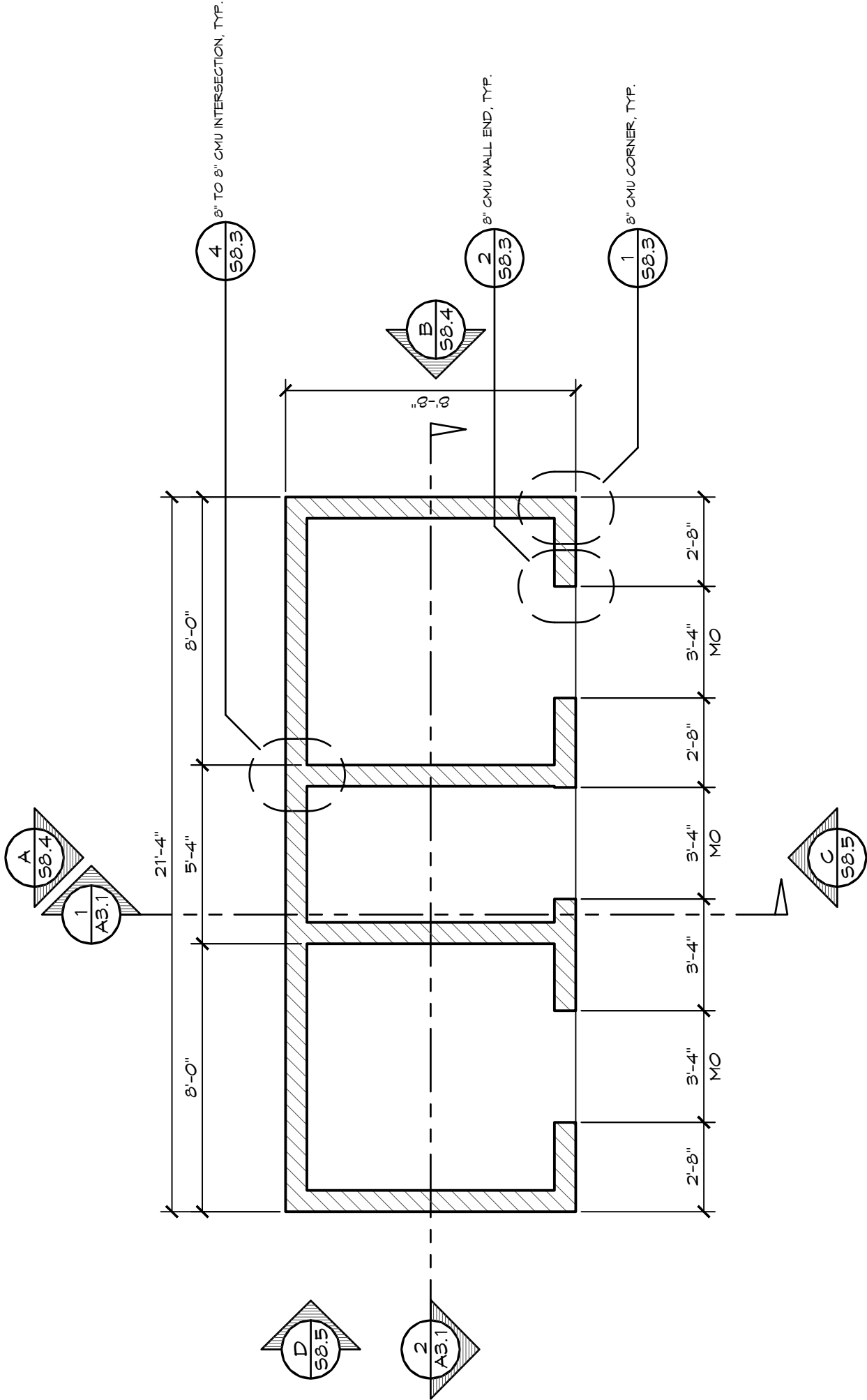
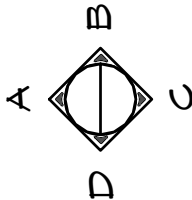
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1 STRUCTURAL CMU PLAN

SCALE: 1/4" = 1'-0"



2-23-22

0050488

PROFESSIONAL ENGINEER

RALPH HALL


COLORADO LICENSED

Ex-10-31-23

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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: STRUCTURAL CMU REBAR LAYOUT

PLAN SET# LMS01

DATE: 02/01/2022

REVISIONS

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(2) # 5 REBAR @ TOP COURSE

(1) ADDITIONAL 8'-0" # 5 REBAR EXTEND 24" BEYOND DOOR OPENINGS

VERTICAL # 4 REBAR @ 32 "OC

HORIZONTAL # 4 REBAR @ 32 "OC

4 REBAR EACH SIDE OF OPENINGS

CMU CORNER WALL DETAIL

1 S8.3

CMU END WALL DETAIL

2 S8.3

1st COURSE HORIZONTAL REBAR BEND UP

F.F.

3 S8.3

TYP. REBAR PLACEMENT DETAIL

REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:

- BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.8.2
- SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

PIPES INSTALLED THROUGH CMU WALL NOTES:

- SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
- WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

NOT SHOWN: (2) # 4 REBAR ABOVE & BELOW MAJOR OPENINGS EXTEND 24" BEYOND OPENINGS (x2'-0" WIDE EXCEPT DOOR OPENINGS)

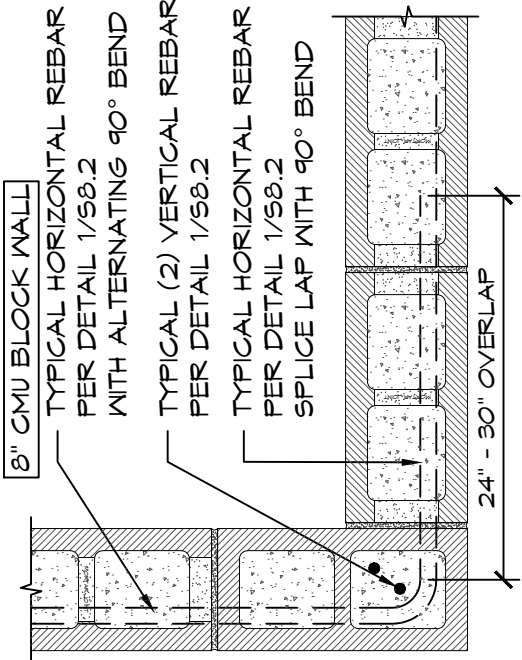
NOTE: HORIZONTAL REBAR TO GO AROUND VERTICAL REINFORCEMENT WITH STANDARD BEND AT ALL CORNERS, AND HORZ REBAR TO BEND UP OR DOWN AND LAP VERTICAL REBAR AT ALL OPENING LOCATIONS AS PER DETAILS ON S8.3

1 CMU REBAR LAYOUT DETAIL

SCALE: 1/2" = 1'-0"

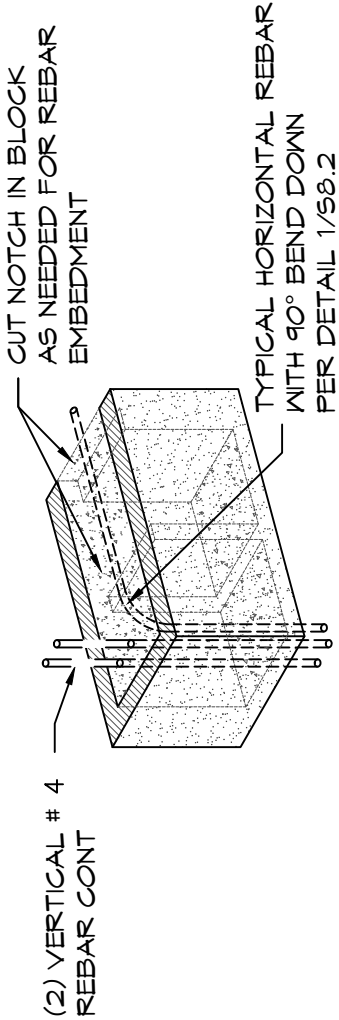
SHEET NO. 58.2

JOB CREATED: 1/31/2022 - LAST SAVED BY: jmillar ON 2/23/2022 - LAST PRINTED: 2/23/2022 - LOCATION: C:\Engineering\RivPlan Sets\LMS01-Leadville Main St. CO- CUST -220223.dwg



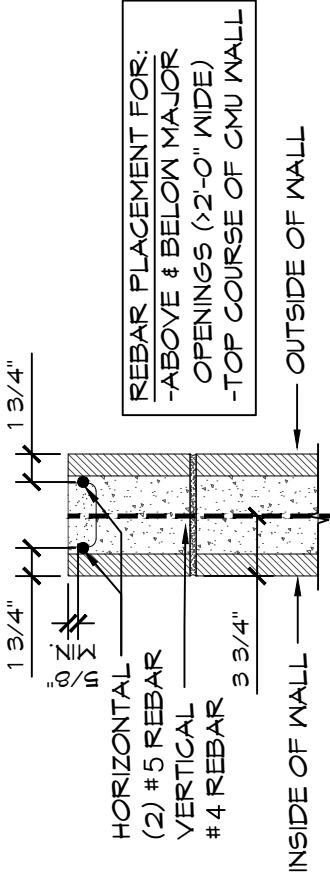
MORTAR JOINT
CMU CORNER DETAIL

SCALE: 1" = 1'-0"



MORTAR JOINT
CMU WALL END DETAIL

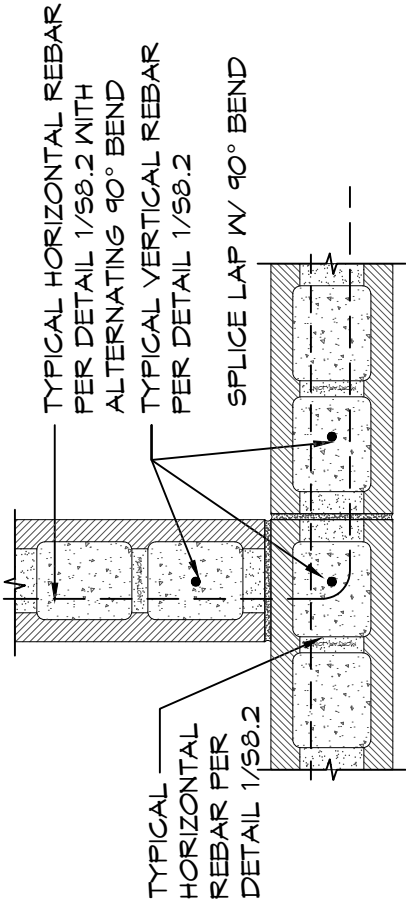
SCALE: 1" = 1'-0"



NOTE: REBAR INSTALLED AS PER ACI 530-11

8" CMU REBAR PLACEMENT

SCALE: 1" = 1'-0"



8" TO 8" MORTAR JOINT
CMU INTERSECTION DETAIL

SCALE: 1" = 1'-0"

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SHEET TITLE: STRUCTURAL CMU DETAILS

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

PLAN SET#
LMS01

DATE: 02/01/2022

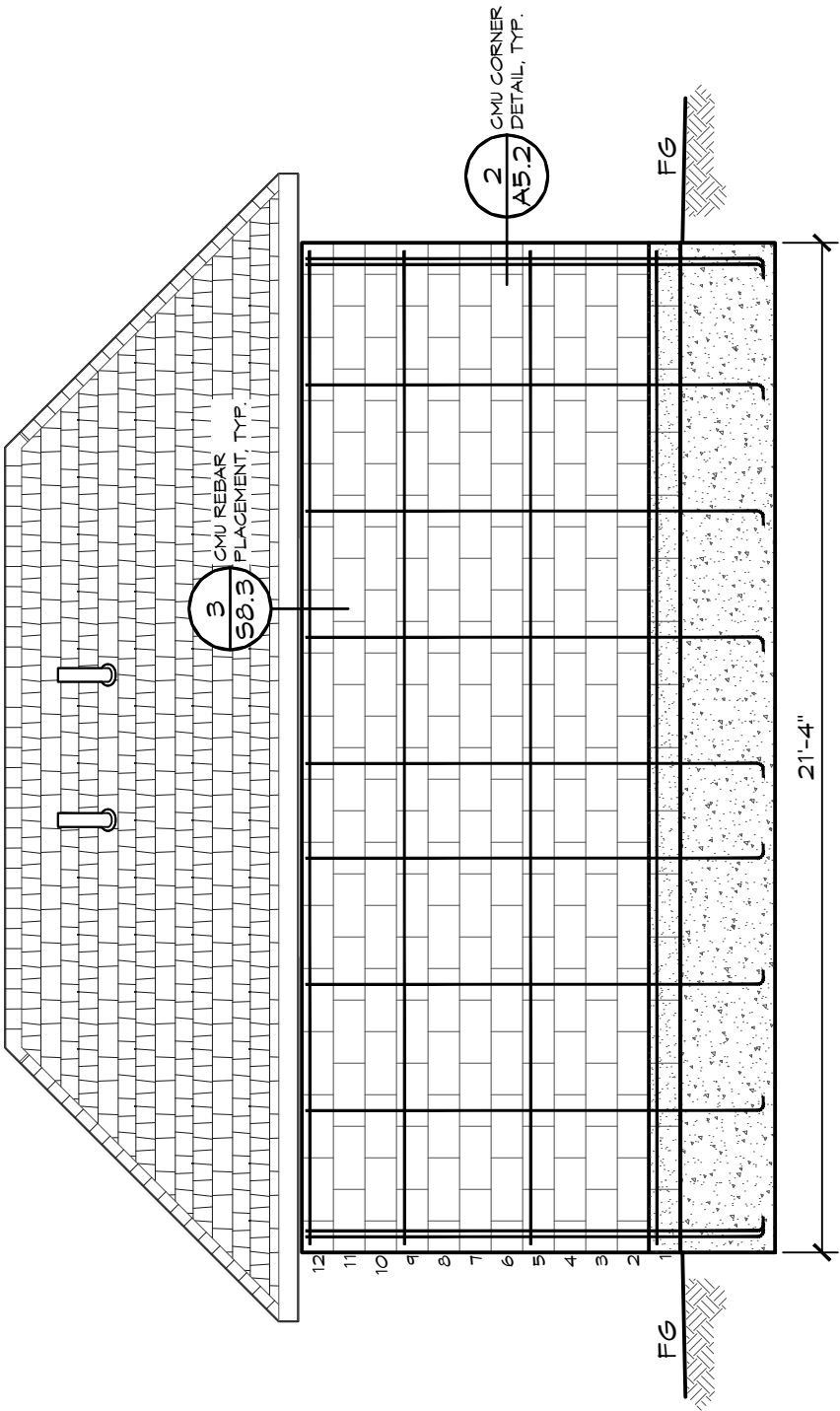
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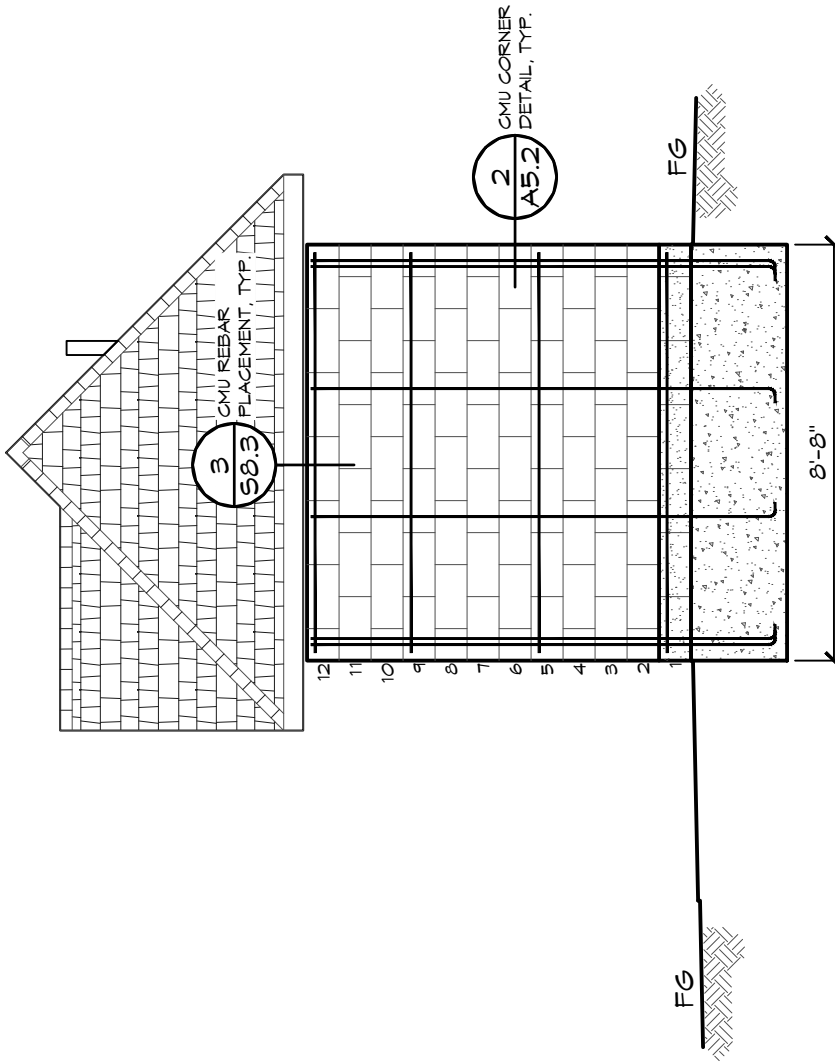
58.3



A

CMU ELEVATION VIEW

SCALE: 1/4" = 1'-0"



B

CMU ELEVATION VIEW

SCALE: 1/4" = 1'-0"

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SHEET NO. **S8.4**

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

LEADVILLE, COLORADO

SHEET TITLE: STRUCTURAL CMU ELEVATION VIEWS

PLAN SET# **LM501**

DATE: **02/01/2022**

REVISIONS

REV.	DATE:	BY:

DRAWN BY: **JRM**

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Ex. 10-31-23

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RALPH HALL

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COLORADO LICENSED

2-23-22

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PROFESSIONAL ENGINEER

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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: STRUCTURAL CMU ELEVATION VIEWS

PLAN SET# LMS01

DATE: 02/01/2022

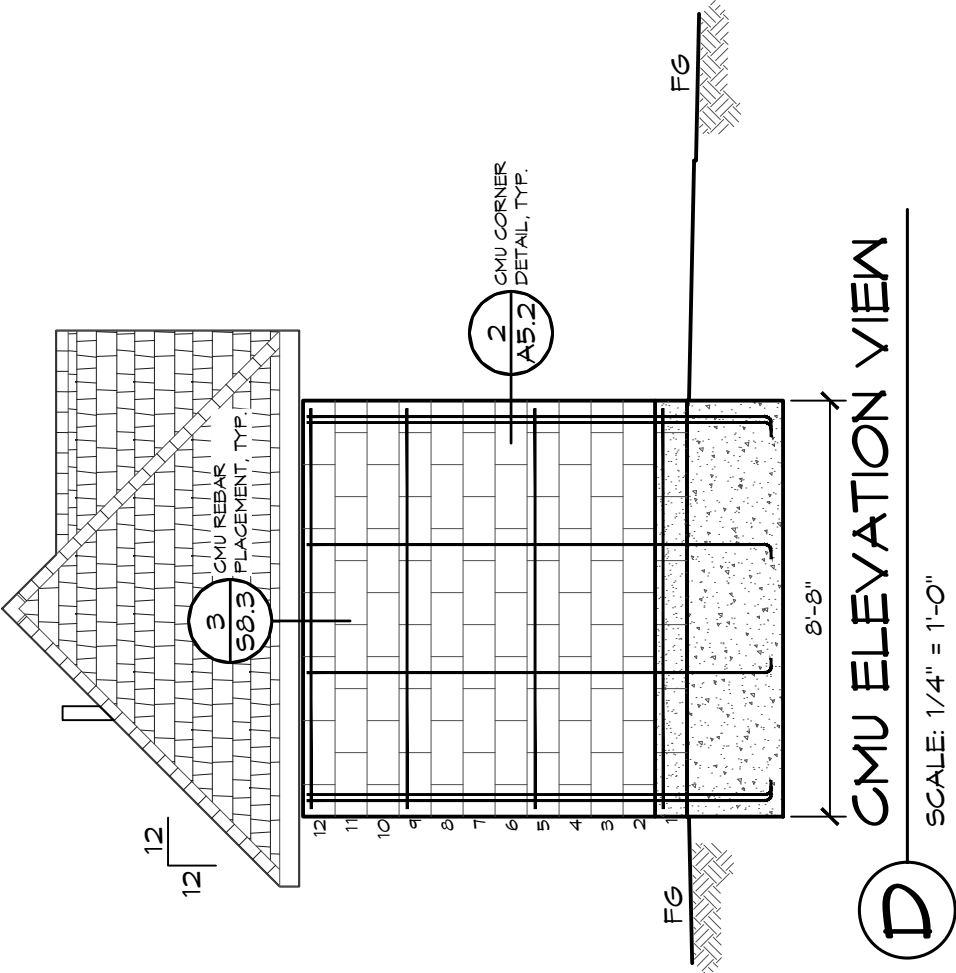
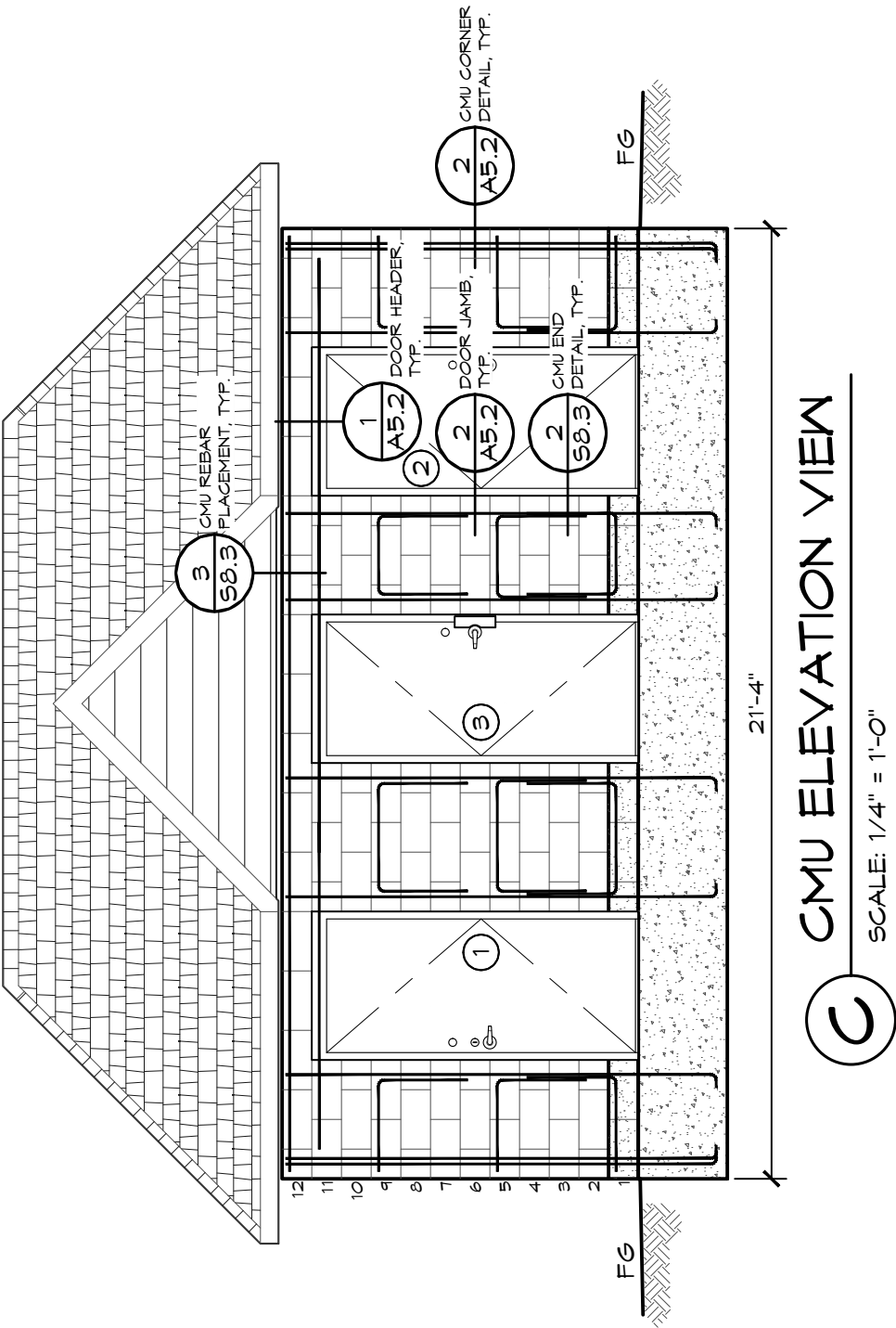
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SHEET NO. S8.5



EDGE NAIL ROOF SHEATHING @ SOLID BLOCKING (PER PLAN) W/ 0.131" x 2 1/2" NAILS @ 4" OC

ROOF SHEATHING, SEE PLAN S9.1

SECONDARY TRUSS BLOCKING PER PLAN BETWEEN ROOF TRUSSES FASTEN BLOCKING TO TRUSSES W/ 0.131" x 2 1/2" NAILS

ROOFING DETAILS, SEE R SHEETS

TRUSSES PER PLAN S9.1

2x6 FASCIA (2) 16d NAILS @ EACH TRUSS TAIL

FIBER CEMENT VENTED SOFFIT NOTCH TRIM 1-1/4" FOR SOFFIT

5/4x4 FIBER CEMENT TRIM

SEE A4 SHEETS FOR EXTERIOR & INTERIOR FINISH DETAILS INCLUDING SIDING, TRIM, & FASTENERS.

CMU BLOCK WALL

TRUSS - FASTENERS/HOLD-DOWNS

USP RBC @ 24" O.C. FASTEN W/ (12) 10d x 1 1/2" NAILS

1/2" x 10" GALVANIZED J-BOLT W/ 3" SQ. WASHER AT 24" OC

USP MPA1, TYP. @ EACH TRUSS

USP RT3A BRACKET, TYP EACH TRUSS BEARING LOCATION

5/4x4 TRIM @ GABLE ENDS (CENTERED W/ TOP OF SILL)

CEILING FINISH (BY INSTALLER) TRIM BOARD (BY INSTALLER)

2x8 PT SILL PLATE, TYP

MIN GAP REQUIRED AS SHOWN FOR VENTED RIDGE. SEE INSTALL SUPPORT FOR ROOFING/RIDGE VENT DETAILS

2x BLOCKING (BY INSTALLER) TO COINCIDE W/ NAILING OF THE RIDGE VENT (SEE INSTALL SUPPORT FOR ROOFING) BLOCKING SHALL NOT BLOCK AIR FLOW.

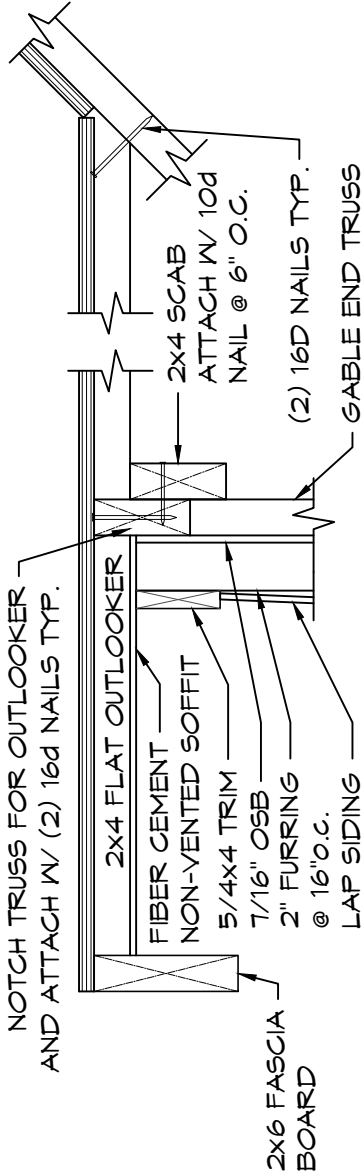
2x OUTLOOKER

2" MIN GAP VENTED

5/8" OSB ROOF SHEATHING FASTEN W/ 8d COMMON 0.131" x 2 1/2" NAILS @ 6" OC TO TRUSSES

1 EAVE TRUSS (ENERGY HEEL)

SCALE: 1 1/2" = 1'-0"



2 GABLE ROOFING DETAIL

SCALE: 1 1/2" = 1'-0"

A: INSULATION: R38

B: UNDERLAYMENT REQUIREMENTS:

ICE & WATER SHIELD AT RIDGE AND EAVE TO 24" PAST WALL THAN #30 FELT IN FIELD.

C: CEILING FINISH:

5/8" GREEN GYPSUM BOARD CEILING FASTENED W/ #10 x 1 1/2" DRYWALL SCREWS (INSTALLER SUPPLIED)

ROOF PITCH:

12:12 = 45°

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18240 NORTH BANK ROAD
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(541) 496-3541 FAX (541) 496-0803

ROMTEC

SHEET TITLE: ROOF CONNECTION DETAILS

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

PLAN SET#
LMS01

DATE:

02/01/2022

REVISIONS

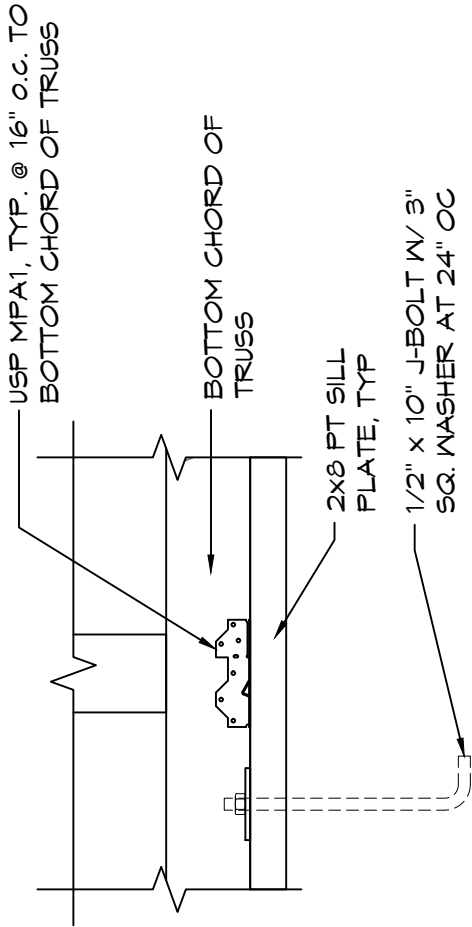
REV.	DATE:	BY:
1	2/08/2022	JRM
2	2/23/2022	JRM

DRAWN BY:

JRM

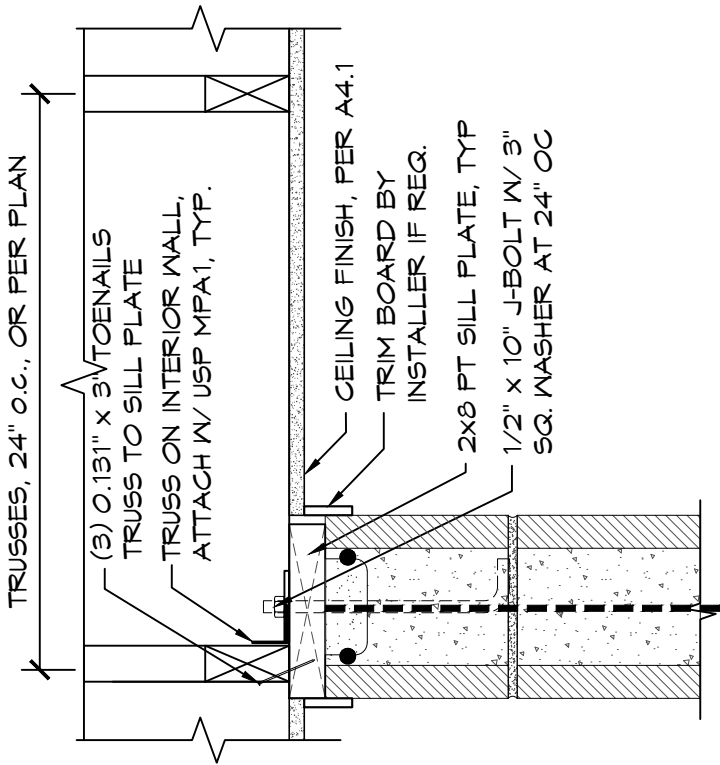
SHEET NO.

S10.1



1 GABLE TRUSS CONNECTION

SCALE: 1 1/2" = 1'-0"



2 INTERIOR WALL CONNECTION

SCALE: 1 1/2" = 1'-0"

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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO

PLAN SET# LMS01

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02/01/2022

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REV. DATE: BY:

DRAWN BY: JRM

SHEET NO.

S10.2

NOTE:
FLASHING SECTIONS OVER
10'-6" IN LENGTH SHALL BE
OVERLAPPED BY 4" AND
EVERY EFFORT MUST BE
MADE TO ENSURE A
SYMMETRICAL APPEARANCE


02/23/2022



EXPIRES: 01/01/2023

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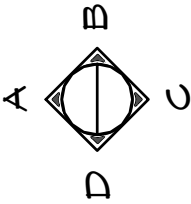
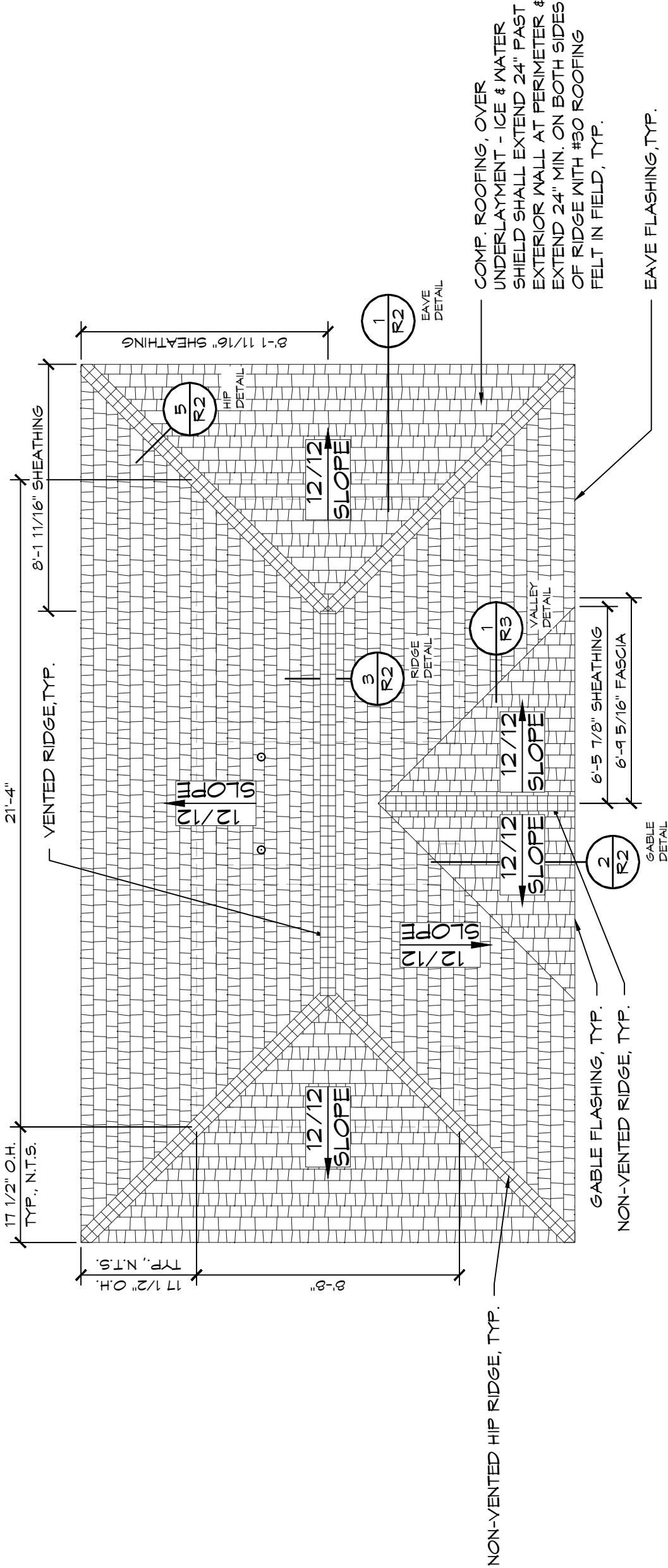
PROJECT:
LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE:
ROOFING PLAN

PLAN SET# LMS01
DATE: 02/01/2022
REVISIONS
REV. DATE: BY:
DRAWN BY: JRM

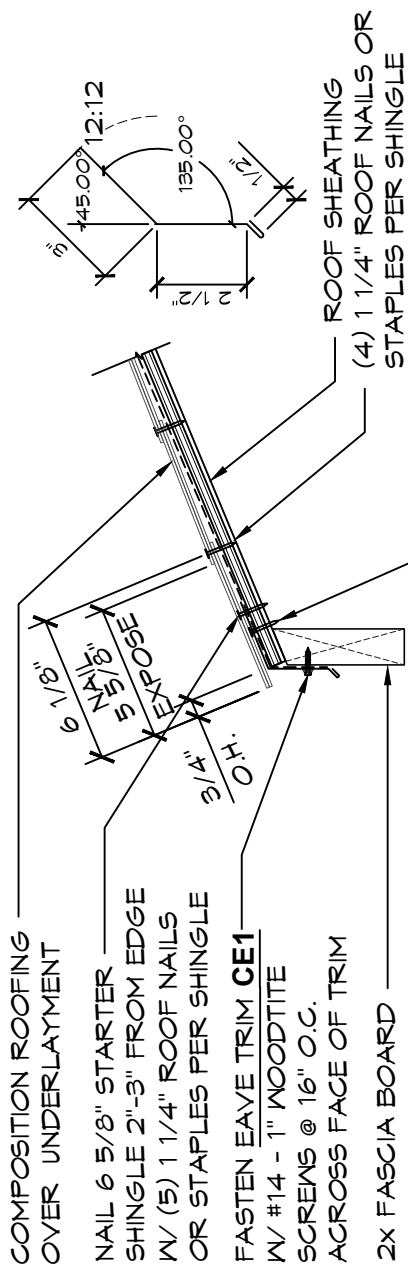
SHEET NO.

R1



1 ROOFING PLAN

SCALE: 1/4" = 1'-0"

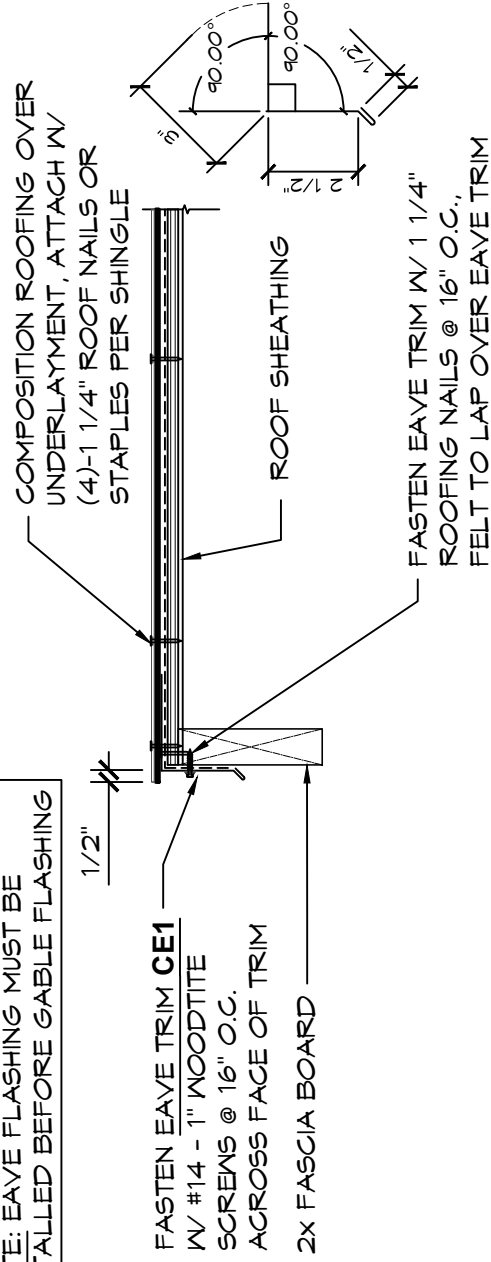


FASTEN EAVE TRIM W/ 1 1/4" ROOFING NAILS @ 16" O.C., FELT TO LAP OVER EAVE TRIM

COMPOSITION - EAVE DETAIL

SCALE: 1 1/2" = 1'-0"

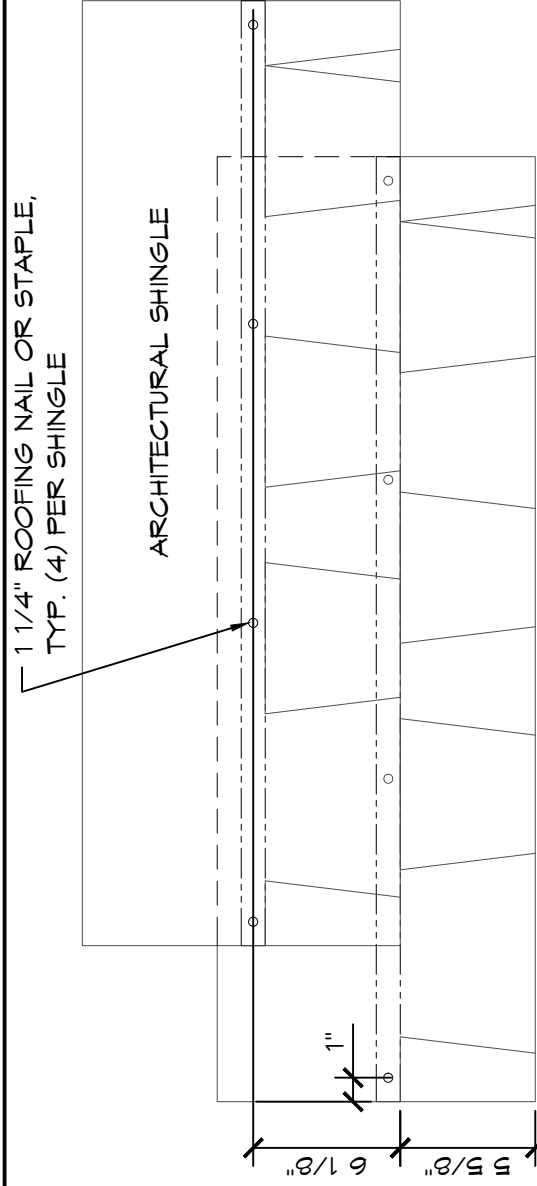
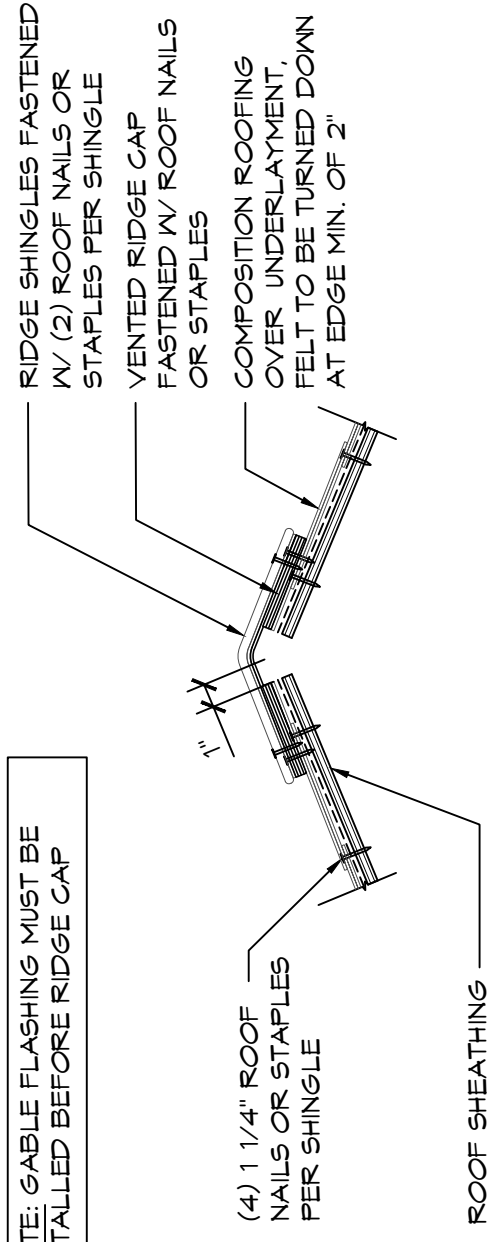
**NOTE: EAVE FLASHING MUST BE
INSTALLED BEFORE GABLE FLASHING**



COMPOSITION - GABLE DETAIL

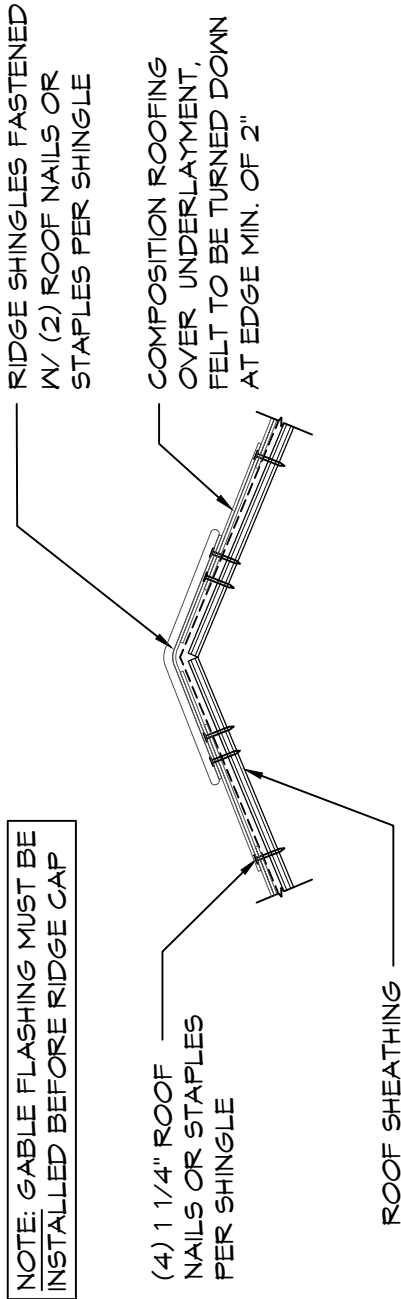
SCALE: 1 1/2" = 1'-0"

NOTE: GABLE FLASHING MUST BE INSTALLED BEFORE RIDGE CAP



COMPOSITION - TYP. INSTALL DETAIL

SCALE: 1 1/2" = 1'-0"



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10

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STORICAL DOWNTOWN RESTROOM

SHEET TITLE: ROOFING DETAILS

PLAN SET#
LMS01

DATE:

REVISIONS

REV. | DATE: | BY

DRAWN BY: JRM

02/23/2022



CMKBD
Cassandra Ruport
ID #1063772

★ NKBA ★
Cassandra Ruyort

EXPIRES: 01/01/2023

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COMPOSITION - VENTED RIDGE DETAIL

SCALE: 1 1/2" = 1'-0"

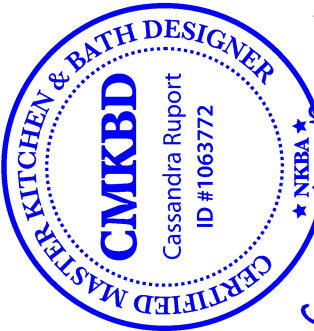
COMPOSITION - NON-VENTED RIDGE DETAILS

SCALE: 1 1/2" = 1'-0"

SHEET NO.:

22

02/23/2022



Cassandra Ruport

EXPIRES: 01/01/2023

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ROMTEC

PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO
SHEET TITLE: ROOFING DETAILS

PLAN SET# LMS01

DATE:

02/01/2022

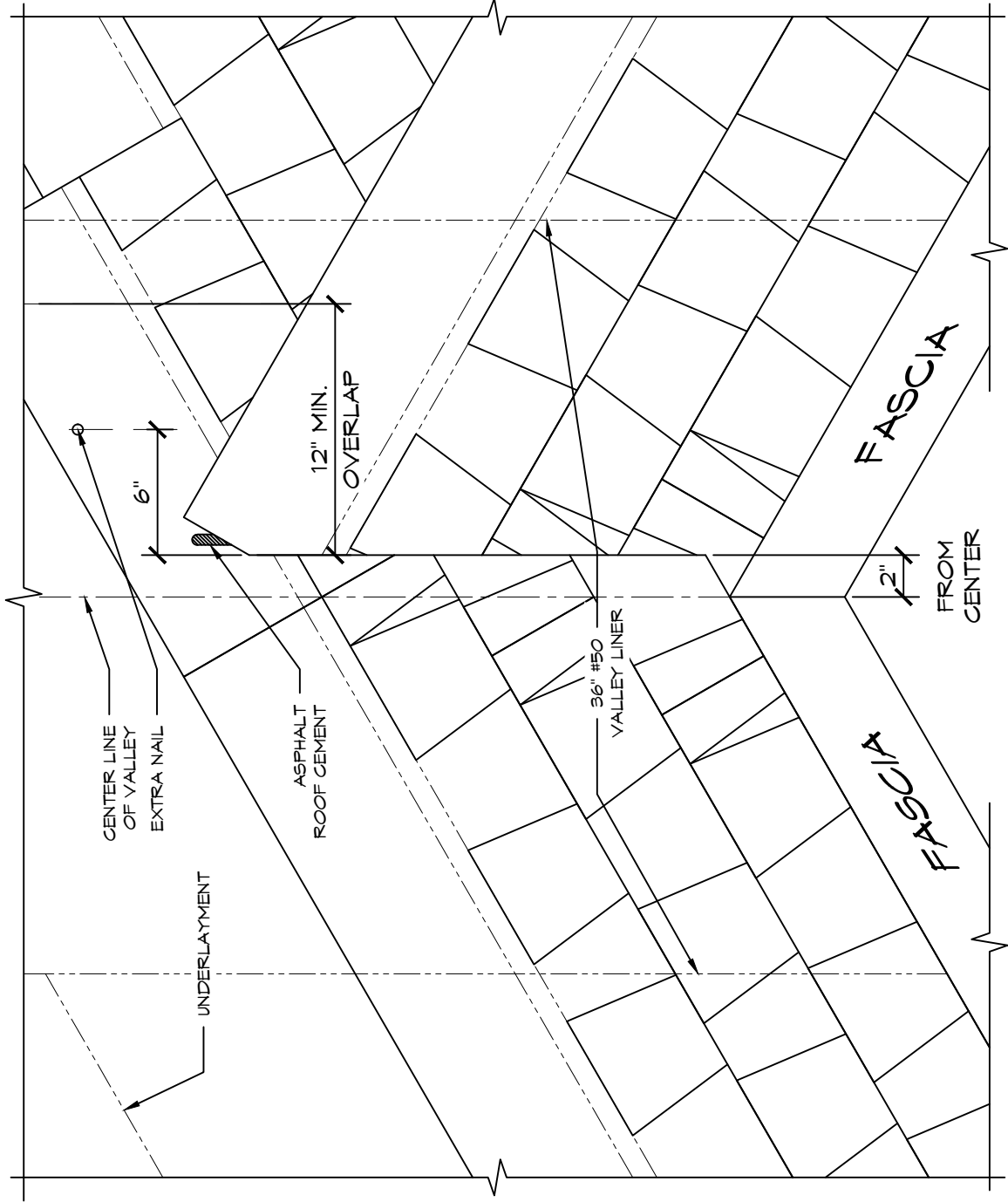
REVISIONS

REV. DATE: BY:

DRAWN BY: JRM

SHEET NO.

R3



1 COMPOSITION - VALLEY DETAIL

SCALE: N.T.S.



INTERNATIONAL PLUMBING CODE

SYM	FIXTURE TYPE	SEWER	VENT	COLD WATER	HOT WATER	MIXED WATER	NO OF FIXT.	W. FIXT. UNITS/EA	TOTAL W. FIXT UNITS	DR. FIXT UNITS	TOTAL DR. FIXT. UNITS
WC-1	ADA TOILET	3"	2"	1"	X	X	2	10	20	4	8
LV-1	HAND SINK	1 1/4"	1 1/2"	1/2"	X	X	2	2	4	1	2
HB-2	WALL FAUCET	X	X	1/2"	X	X	1	2	2	NA	NA
WH-2	WATER HEATER (INSTANT)	X	X	3/8"c	3/8"c	3/8"q	2	NA	NA	NA	NA
FD-1	FLOOR DRAIN	3"	1 1/2"	X	X	X	1	NA	NA	2	2
FD-2	FLOOR DRAIN (EMERGENCY)	3"	1 1/2"	X	X	X	2	NA	NA	NA	NA
TOTAL									26	TOTAL	12

SIoux CHIEF
(3" W/6" STRAINER)

GENERAL PLUMBING NOTES:

1.

ALL PIPE (WATER, SEWER, VENT), JOINTS, AND WORK SHALL CONFORM TO INTERNATIONAL PLUMBING CODE, STATE CODES, COUNTY AND LOCAL CODES AND ORDINANCES.
2.

CONTRACTOR TO CONFIRM LOCATIONS OF SEWER AND WATER TIE-INS
3.

CONTRACTOR TO SOLIDLY BRACE ALL PIPING TIGHT AGAINST WALLS. FOR LONG OR COMPLICATED RUNS, SECURELY MOUNT USING UNISTRUT, IN STRAIGHT AND UNIFORM MANNER FOR FINISHED APPEARANCE. PIPING SHOWN IS DIAGRAMMATIC ONLY AND ACTUAL DESIGN BY CONTRACTOR.
4.

CONTRACTOR MAY CHANGE PIPE SIZING IN FIELD TO PROVIDE ADEQUATE WATER PRESSURE TO ALL PLUMBING FIXTURES AS APPROVED BY INSPECTOR.
5.

CONTRACTOR TO DETERMINE AND PROVIDE MEANS FOR GRAVITY DRAINING ALL PLUMBING FIXTURES TO SEPTIC OR SANITARY SEWER SYSTEM.
6.

CONTRACTOR TO DETERMINE AND PROVIDE MEANS FOR SUPPLYING WATER TO ALL PLUMBING FIXTURES AND INSTALL WATER SERVICE SHUTOFF VALVE; TYPICALLY LOCATED WITHIN THE MECHANICAL ROOM.
7.

IF THE SITE REQUIRES AN ACCESSIBLE BACK FLOW PREVENTER AND/OR PRESSURE REDUCER OR BOOSTER PUMP IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE.
8.

WHEN INCLUDED WATER HEATERS ARE TO BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND ALL STATE, COUNTY, AND LOCAL CODES AND ORDINANCES.
9.

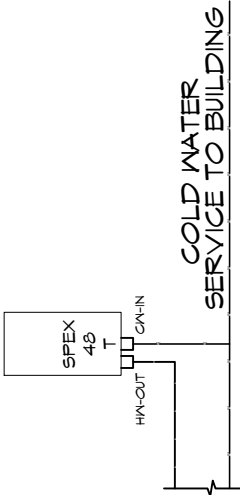
FLUSHOMETERS ASSOCIATED WITH TOILETS USE NO MORE THAN 1.6 GALLONS PER FLUSH. FLUSHOMETERS ASSOCIATED WITH URINALS USE NO MORE THAN 1.0 GALLON PER FLUSH. BOTH OF THE ABOVE SHALL MEET PERFORMANCE STANDARDS BY ANSI A112.19.2 H4S CODE, SECTION 17921.3(B)
10.

WHEN FIXTURES REQUIRE WALL CARRIERS THE WALL CARRIER SHALL BE SUPPLIED BY CONTRACTOR.
11.

UNLESS SPECIFIED IN THE ROMTEC SUBMITTAL, ROMTEC DOES NOT SUPPLY INSULATION OR "FREEZE PROTECTION" FOR PLUMBING. "THE OWNER MAY NEED TO WINTERIZE THEIR BUILDING."


NOTE: PROVIDE CLEAN-OUT BENEATH ALL SINKS AND LAYS AS REQUIRED BY CODE

NOTE: ROMTEC BUILDINGS ARE DESIGNED TO HAVE 40-60 PSI WATER PRESSURE FOR THE PLUMBING FIXTURES. IF THE SITE HAS A PRESSURE OTHER THAN THIS, IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE THE PRESSURE REDUCER OR BOOSTER PUMP NECESSARY.



2 WATER HEATER DETAIL


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PROJECT:
LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE:
PLUMBING SCHEDULE

PLAN SET#
LMS01

DATE:
02/01/2022

REVISIONS

REV. DATE: BY:

DRAWN BY:
JRM





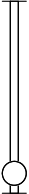






SHEET NO.

P1

GENERAL ELECTRICAL NOTES:


- ALL WORK SHALL COMPLY WITH NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES.
- OWNER TO PROVIDE TEMPORARY POWER AS REQUIRED DURING COURSE OF CONSTRUCTION.
- ELECTRICAL SERVICE EQUIPMENT SUPPLIED BY OTHERS UNDER SEPARATE SUBMITTAL.
- THE AIC VALUES SHOWN ON THESE ROMTEC PLANS ARE TO BE MADE CLEARLY AVAILABLE TO THE ELECTRICAL ENGINEER OF RECORD THAT WILL DESIGN THE MAIN SERVICE.
- THE INSTALLER SHALL FURNISH & INSTALL SPECIFICATION GRADE CIRCUIT BREAKERS, WIRING, CONDUIT, SWITCHES AND GFI RECEPTACLES THROUGHOUT. INTERIOR RECEPTACLES & SWITCHES SHALL HAVE STAINLESS STEEL COVERPLATES AND EXTERIOR RECEPTACLES SHALL BE INSTALLED WITH A WEATHERPROOF IN USE COVER.
- ELECTRICAL CONDUIT IS TO BE RUN WITHIN THE WALL WHEN POSSIBLE, EXCEPT IN THE MECHANICAL ROOM.
- FOR MECHANICAL ROOM ALL EXPOSED CONDUIT IS TO BE SURFACE MOUNTED AND RUN TIGHT TO CEILING AS REQUIRED.
- COORDINATE AC OUTLET HEIGHTS WITH OWNER PRIOR TO ROUGH-IN.

ELECTRICAL SCHEDULE & SYMBOL LEGEND:

QTY	SYMBOL	DESCRIPTION
1	 BP	200 AMP BREAKER PANEL
PER PLAN		HOME RUN TO BREAKER PANEL
PER PLAN		110 VAC DUPLEX RECEPTACLE, GROUND FAULT PROTECTED MOUNTED MIN OF 15" TO MAX OF 48" ABOVE THE FLOOR CONFIRM EXACT LOCATION & HEIGHT WITH OWNER OR OWNERS REPRESENTATIVE.
1	\$	SWITCH, SINGLE POLE MOUNTED A MAX OF 48" ABOVE THE FLOOR
3	 LF-1	LIGHT FIXTURE, WALL MOUNT UL LISTED TO U.S. SAFETY STANDARDS FOR ALL WET LOCATIONS WALL MOUNT, LED DOWN LIGHT, LITHONIA OLLWD: (9W) (.08A)
3	 LF-2	48" LED VAPOR TIGHT CEILING/WALL MOUNT LIGHT LITHONIA CSVT L48 5000LM 40K 80CRI 4,298LM 40K: (35.3 W) (.2942 A)
1	 PCL	PHOTO CELL, w/ WEATHER PROOF COVER
2	 OS	OCCUPANCY SENSOR CEILING MOUNT ACUTY SENSOR SWITCH CM PDT 10 W/ POWER PACK PP20 (INPUT 120/2TTVAC; OUTPUT 120/2TTVAC, 20A - GENERAL USE)
3	 HT	WALL HEATER WITH THERMOSTAT, SURFACE MOUNT (WALL CAN PART # LPWSMF-WD) KING, LPW2445T: (2250-4500W) (9.4-18.8A MAX) 240V
2	 WH	INSTANT WATER HEATER EEMAX, SPEX48T: .5 GPM @ 66°F (4800W) (20A) 240V
2	 EF	INLINE DUCT EXHAUST FAN SYSTEM 57 CFM (HIGH SPEED SETTING) S4P, TD-100 - 4": (26W) (0.22A)
1	 ERV	VENTILATOR CEILING MOUNT PANASONIC FV-O4VE1 10-20-40 CFM / 10-20-30 CFM SUPPLY

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EXPIRES: 01/01/2023



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PROJECT:

LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE:

ELECTRICAL SCHEDULE

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02/23/2022

CERTIFIED MASTER
KITCHEN & BATH DESIGNER

CMKBD

Cassandra Ruport
ID #1063772

★ NKBA ★

Cassandra Ruport

SHEET NO.

E1

ROMTEC HAS DESIGNED THIS ELECTRICAL SYSTEM TO MEET THE NEEDS OF THIS SPECIFIC FACILITY. SITE DESIGN AND ENGINEERING BY OTHERS. OWNER IS RESPONSIBLE TO PROVIDE ALL SERVICE AND/OR UTILITY ENTRANCE DESIGN. FIELD VERIFY THAT SERVICE CONDUCTOR SIZE IS ADEQUATE FOR VOLTAGE DROP. ANY ADDITIONAL POWER OR LIGHTING LOADS NOT SHOWN ON THESE PLANS SHALL BE ENGINEERED BY OTHERS.

NOTE:
SEE SHEETS A1.4, A2.1, & A2.2
FOR LOCATIONS - HEIGHTS OF
ELECTRICAL FIXTURES.


NOTE: BREAKER PANEL MAY BE
RELOCATED AT THE DISCRETION OF THE
INSTALLER, PANEL MUST MAINTAIN ALL
APPLICABLE CODE CLEARANCES.



EXPIRES: 01/01/2023

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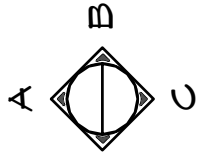
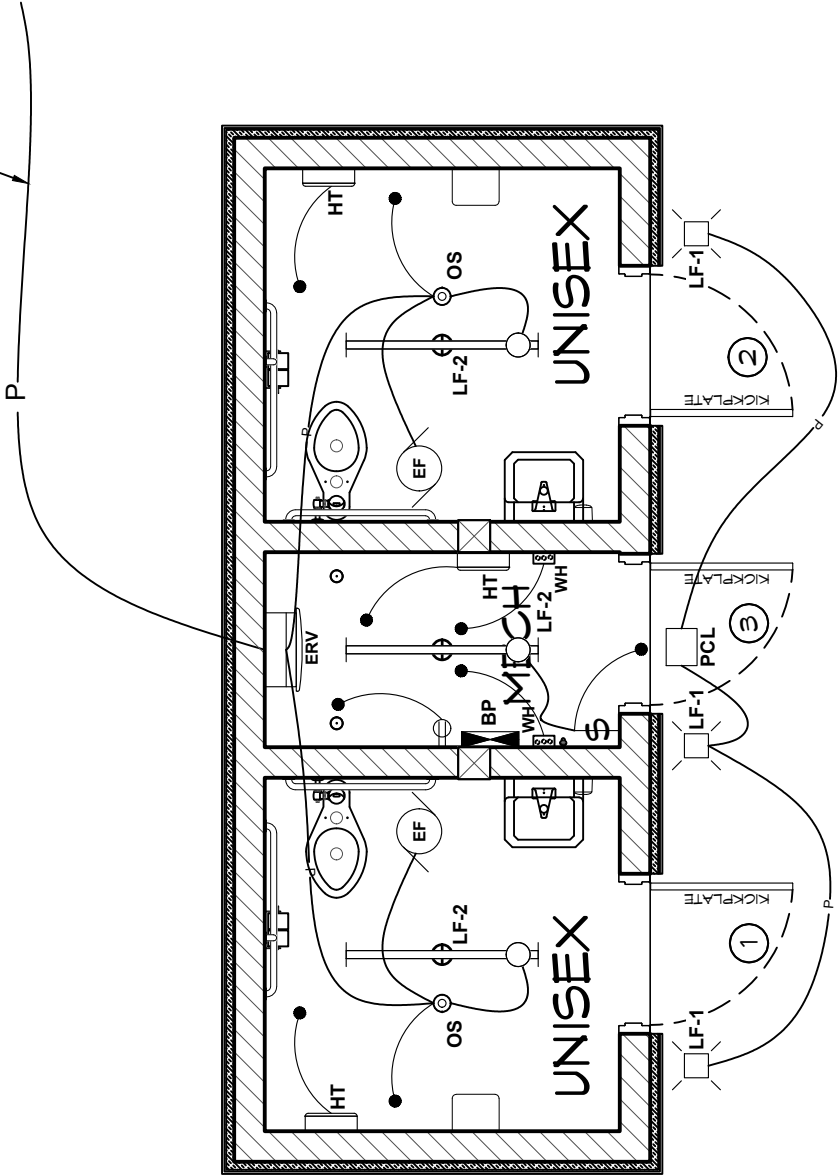
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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM

SHEET TITLE: ELECTRICAL PLAN

UNDERGROUND ELECTRICAL
SERVICE VERIFY
REQUIREMENTS FOR TYING
INTO SERVICE UTILITY
EQUIPMENT BY OTHERS.



1 ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

PLAN SET#
LMS01

DATE:
02/01/2022

REVISIONS

REV. DATE: BY:

DRAWN BY:
JRM

SHEET NO.

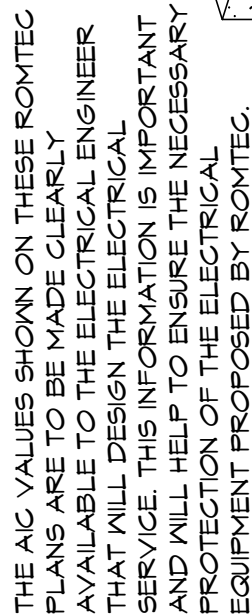
E2

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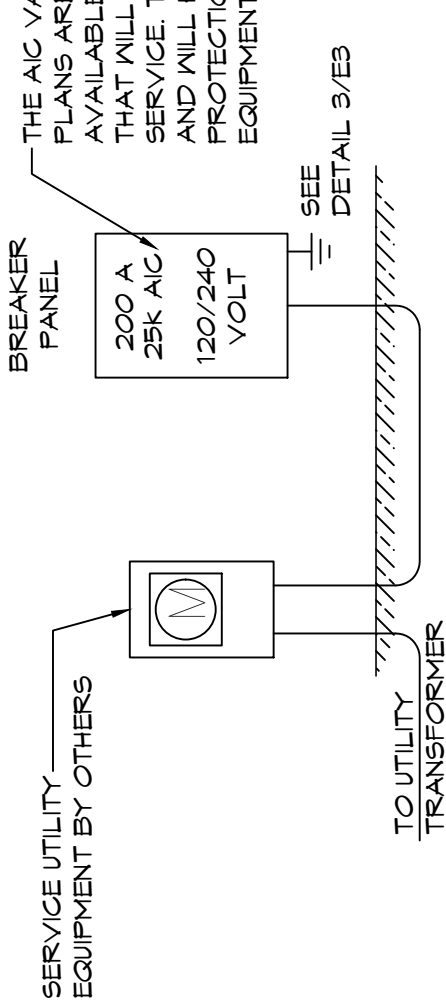
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PROJECT: LEADVILLE MAIN STREET - HISTORICAL DOWNTOWN RESTROOM
LEADVILLE, COLORADO
SHEET TITLE: ELECTRICAL RISER DETAILS


PLAN SET#	LMS01
DATE:	02/01/2022
REVISIONS	
REV.	DATE:
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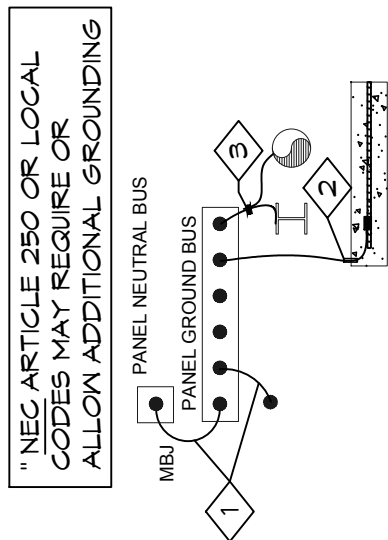
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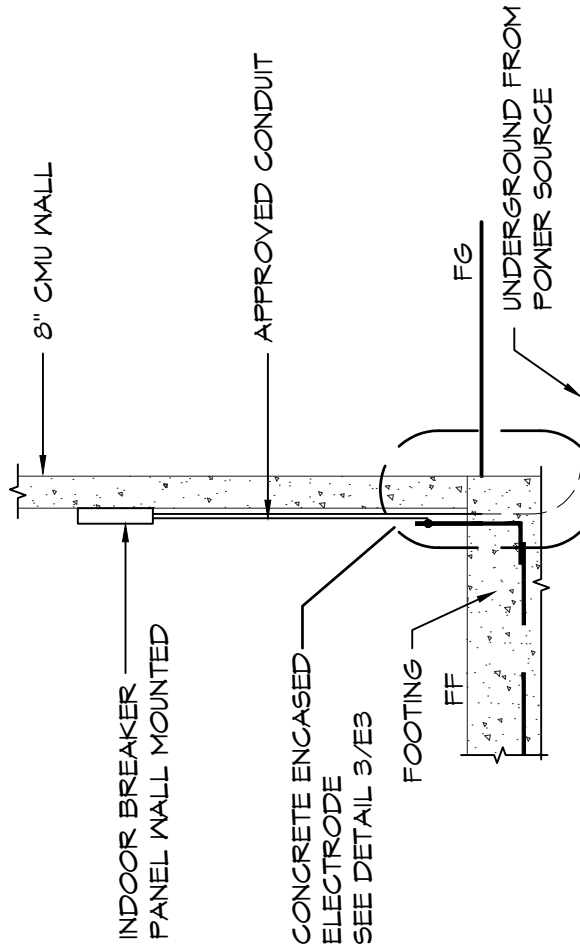
CONCRETE ENCASED SERVICE GROUND



- 1 #4 CU MAIN BONDING JUMPER AND EQUIPMENT BONDING JUMPER PER NEC 250.28(D), 250.102(C) AND TABLE 250.66.
- 2 #4 CU TO CONCRETE ENCASED ELECTRODE PER NEC 250.52(A)(3) AND 250.66(B).
- 3 WHERE REQUIRED, BOND PIPING SYSTEMS AND EXPOSED STRUCTURAL STEEL PER NEC 250.104



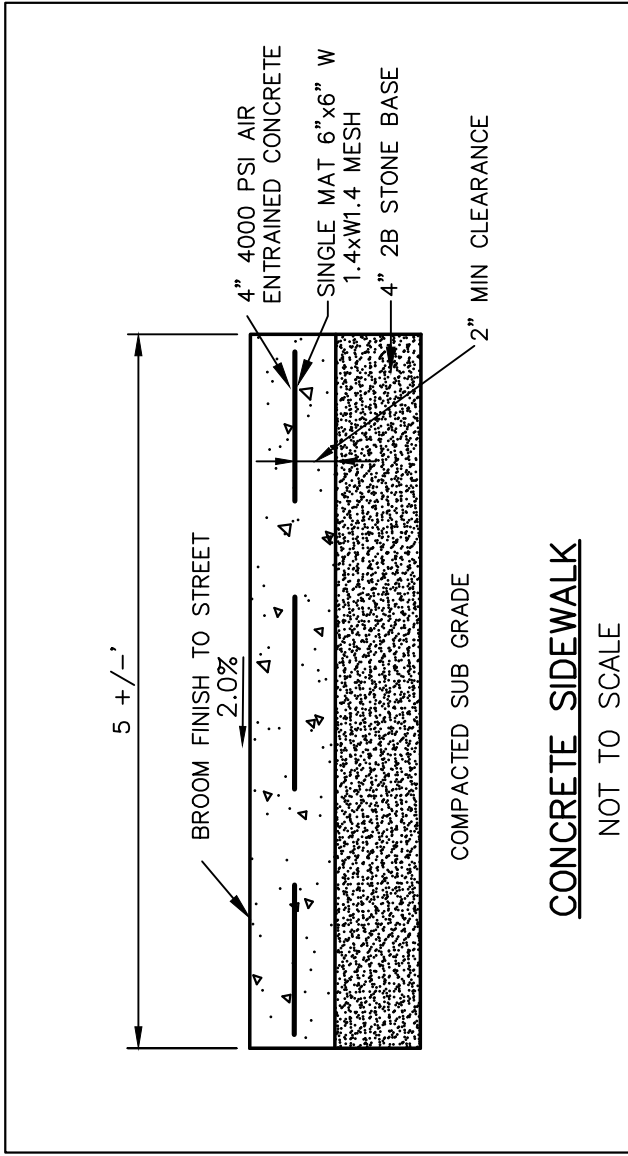
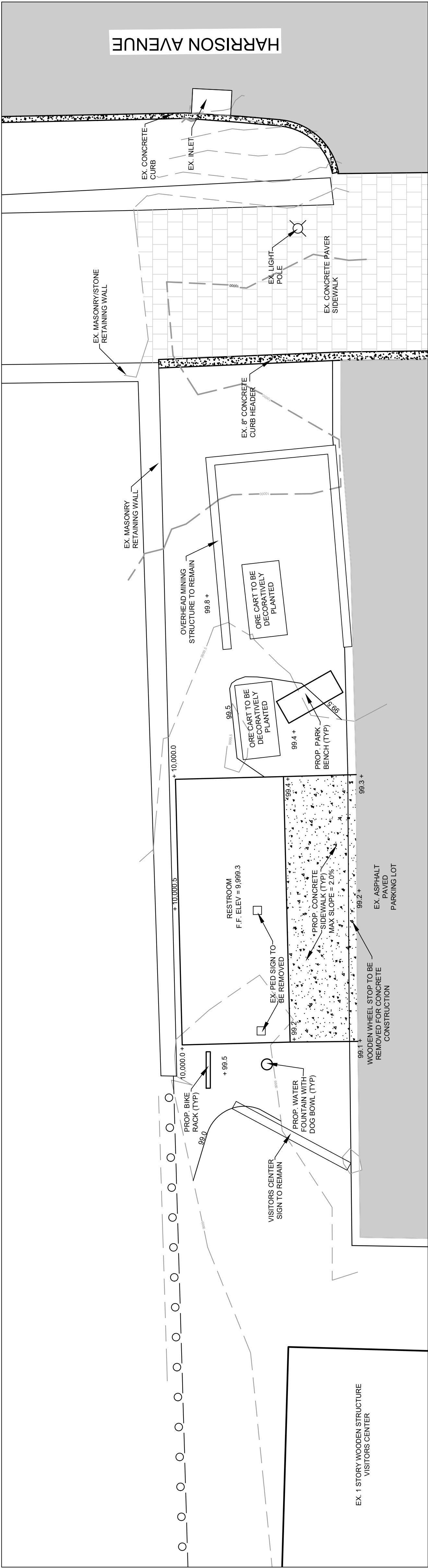
SCALE: NONE



GROUNDING/BONDING DETAIL

PROPOSED IMPROVEMENT SITE PLAN
FOR
LEADVILLE LAKE COUNTY ECONOMIC DEVELOPMENT CORP PARKLET

Section 23, Township 9 , Range 80 of the 6th Principal Meridian
County of Lake, State of Colorado



John R. Curran, PLS 28267
Colorado Professional
Land Surveyor

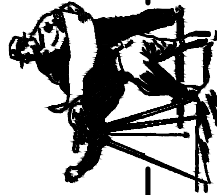
LEGAL DESCRIPTION

Lots 4-6, Block 12 Leadville Improvement Co's Addition to Leadville,
East 99.38 Lot 7, Block 12 Leadville Improvement Co's Addition to Leadville,
East 99.38 Lot 8 Block 12 Leadville Improvement Co's Addition to Leadville.

NOTES:

- 1) Survey Date: April 7, 2022.
- 2) This Survey does not constitute a boundary survey nor any investigation into record easements or encumbrances associated with this property. No Title Commitment was supplied to the Surveyor.
- 3) Utilities are shown approximately and should be field verified prior to excavation.
- 4) Marcin Engineering LLC does not warrant or certify to the integrity of any Digital Data supplied in conjunction with this map and survey.
- 5) STREET ADDRESS: Not posted.
- 6) This is not a monumented survey, Land Survey Plat, or Improvement Survey plat. No boundary resolution was performed in making this survey. All lot lines, setback lines, and easement lines shown hereon should be considered approximate and should not be relied upon for the placement of any future improvements.

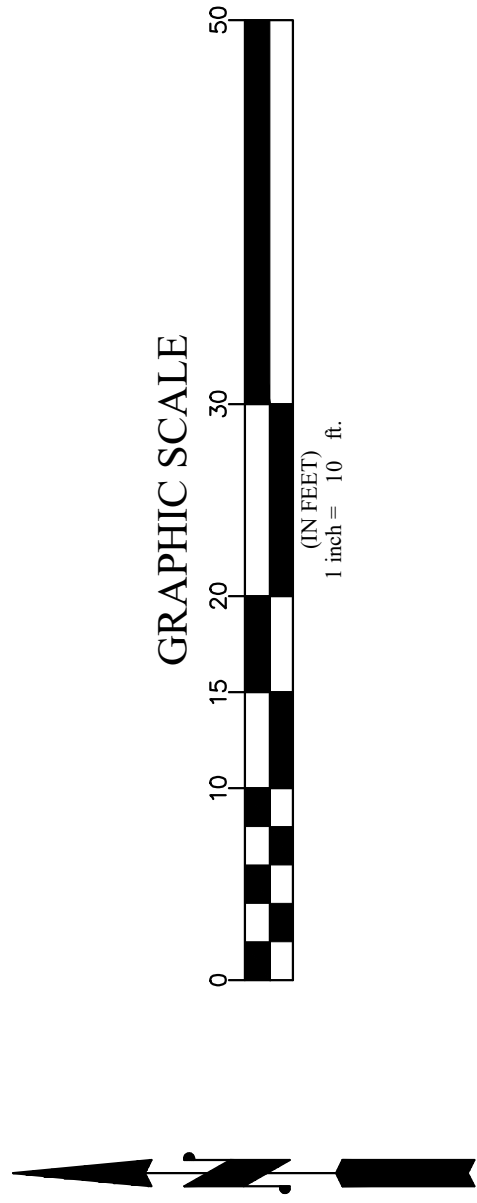
I, John R. Curran, a Professional Land Surveyor in the State of Colorado, hereby certify that this TOPOGRAPHIC SURVEY was done by me or under my direct supervision, and that it was performed using the standard care and practice used in the area at the time of the survey. The Notes hereon are a part of this certification.



MARCIN ENGINEERING LLC

P.O. BOX 1062
AVON, CO 81620
(970) 748-0274
(970) 748-9021 FAX

PROPOSED IMPROVEMENT SITE PLAN FOR LEADVILLE LAKE COUNTY ECONOMIC DEV. CORP	
County of Lake, State of Colorado	
DRAWN BY: DWS	DATE: 04.20.22
CHECKED BY: JRC	DRAWING NO.: 22030 LDP
JOB NO: 22030	SHEET: 1 OF 1

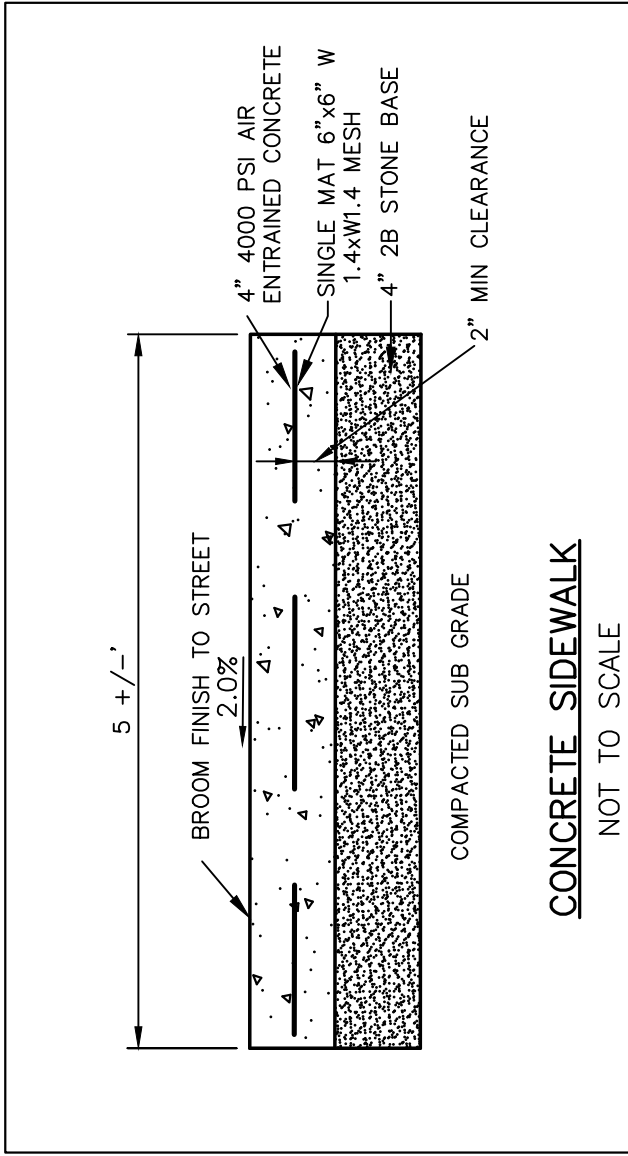
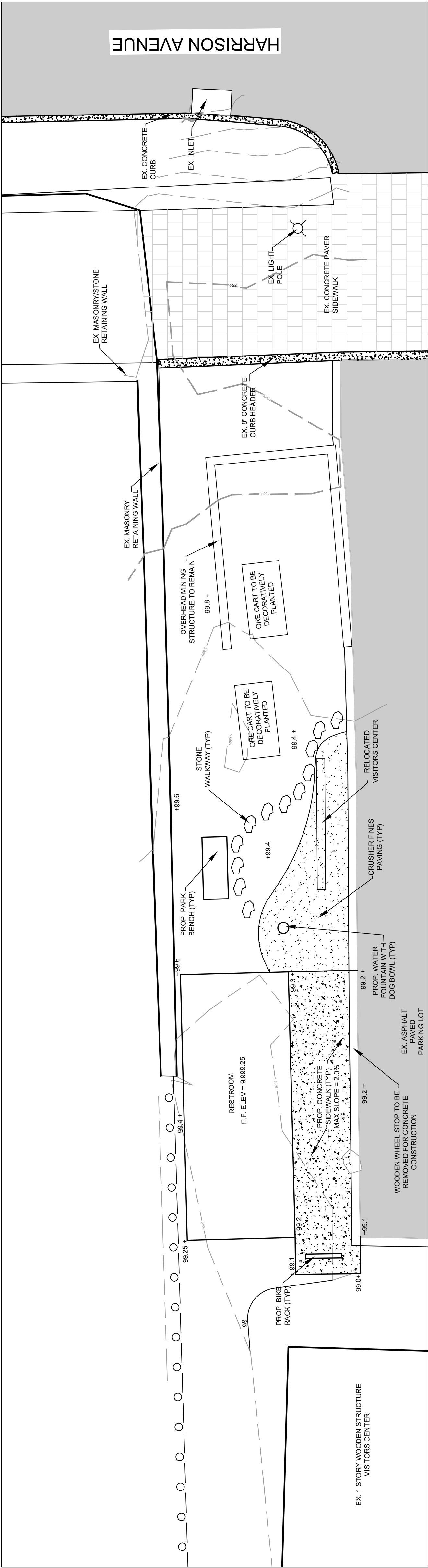


NOTICE: According to Colorado law you MUST commence any legal action based on this survey within one year of the date of completion. If you discover any defect in this survey, you must notify the Surveyor in writing within 90 days of the date of completion. If you do not notify the Surveyor within 90 days, you may not be able to recover any damages. This survey is not to be used for any purpose other than that for which it was made. No warranty is made by the Surveyor for any use of this survey other than that for which it was made. No liability is assumed by the Surveyor for any use of this survey other than that for which it was made. No action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

PROPOSED IMPROVEMENT SITE PLAN
CONCEPT "B"
FOR

LEADVILLE LAKE COUNTY ECONOMIC DEVELOPMENT CORP PARKLET

Section 23, Township 9 , Range 80 of the 6th Principal Meridian
County of Lake, State of Colorado



LEGAL DESCRIPTION

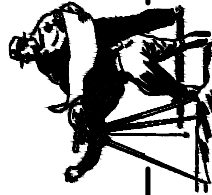
Lots 4-6, Block 12 Leadville Improvement Co's Addition to Leadville,
East 99.38 Lot 7, Block 12 Leadville Improvement Co's Addition to Leadville,
East 99.38 Lot 8 Block 12 Leadville Improvement Co's Addition to Leadville.

NOTES:

- 1) Survey Date: April 7, 2022.
- 2) This Survey does not constitute a boundary survey nor any investigation into record easements or encumbrances associated with this property. No Title Commitment was supplied to the Surveyor.
- 3) Utilities are shown approximately and should be field verified prior to excavation.
- 4) Marcin Engineering LLC does not warrant or certify to the integrity of any Digital Data supplied in conjunction with this map and survey.
- 5) STREET ADDRESS: Not posted.
- 6) This is not a monumented survey, Land Survey Plat, or Improvement Survey plat. No boundary resolution was performed in making this survey. All lot lines, setback lines, and easement lines shown hereon should be considered approximate and should not be relied upon for the placement of any future improvements.

I, John R. Curran, a Professional Land Surveyor in the State of Colorado, hereby certify that this TOPOGRAPHIC SURVEY was done by me or under my direct supervision, and that it was performed using the standard care and practice used in the area at the time of the survey. The Notes hereon are a part of this certification.

John R. Curran, PLS 28267
Colorado Professional
Land Surveyor



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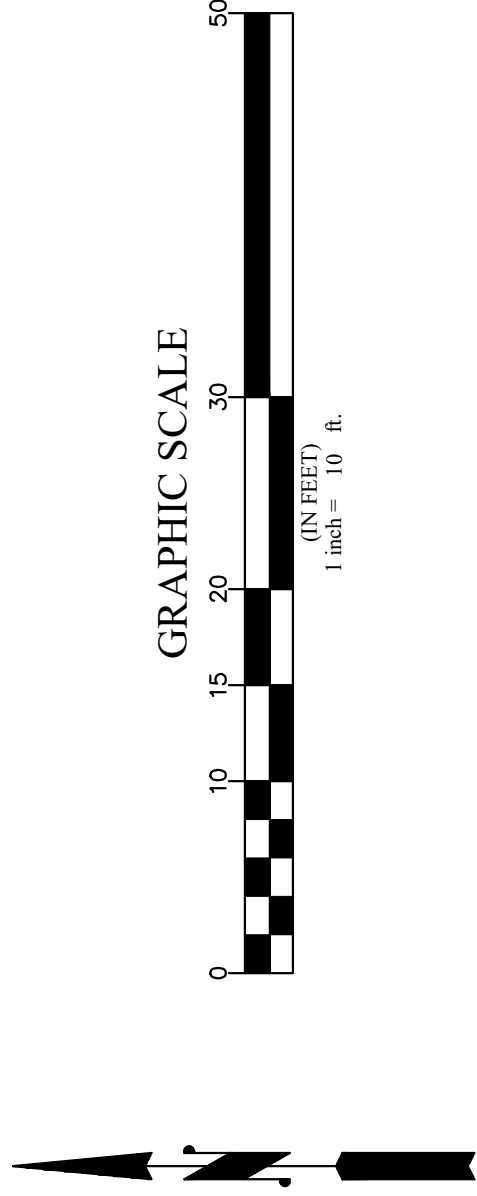
PROPOSED IMPROVEMENT SITE PLAN
FOR
CONCEPT "B"

LEADVILLE LAKE COUNTY ECONOMIC DEV. CORP
County of Lake, State of Colorado

DRAWN BY: DWS DATE: 04.20.22

CHECKED BY: JRC DRAWING NO.: 22030 LDP

JOB NO: 22030 SHEET: 1 OF 1



NOTICE: According to Colorado law you MUST commence any legal action based on this survey within the time period specified. If you offer you first discovered such defect in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



SUN May 1	MON 2	TUE 3	WED 4	THU 5	FRI 6	SAT 7
	● 1pm BOCC	● 6pm Regule	● 5pm Sanita			
8	9	10	11	12	13	14
		● 4pm HPC M ● 4pm LURA I	● 9am Court ● 5:30pm PO: ● 6pm P&Z M	● 2pm LURA ● 5:15pm Par		
15	16	17	18	19	20	21
	● 1pm BOCC	● 8:30am Tou ● 6pm Regule		● 6pm Joint E		
22	23	24	25	26	27	28
		● 4pm HPC -	● 6pm P&Z M			
29	30	31	Jun 1	2	3	4
			● 5pm Sanita			

SUN 29	MON 30	TUE 31	WED Jun 1	THU 2	FRI 3	SAT 4
5	6 ● 1pm BOCC	7 ● 6pm Regule	8 ● 9am Court ● 6pm P&Z M	9 ● 2pm LURA ● 5:15pm Par	10	11
12	13	14 ● 4pm HPC N ● 4pm LURA I	15	16	17	18
19	20 ● 1pm BOCC	21 ● 8:30am Tou ● 6pm Regule	22 ● 6pm P&Z M	23	24	25
26	27	28 ● 4pm HPC -	29	30	Jul 1	2

SUN 26	MON 27	TUE 28 ● 4pm HPC -	WED 29	THU 30	FRI Jul 1	SAT 2
3	4 ● 1pm BOCC	5 ● 6pm Regulæ	6 ● 5pm Sanita	7	8	9
10	11	12 ● 4pm HPC N ● 4pm LURA I	13 ● 9am Court ● 6pm P&Z M	14 ● 2pm LURA ● 5:15pm Par	15	16
17	18 ● 1pm BOCC	19 ● 8:30am Tou ● 6pm Regulæ	20	21	22	23
24	25	26 ● 4pm HPC -	27 ● 6pm P&Z M	28	29	30
31	Aug 1 ● 1pm BOCC	2 ● 6pm Regulæ	3 ● 5pm Sanita	4	5	6