



CITY OF LEADVILLE

Tuesday, July 5th, 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. | <ol style="list-style-type: none">1. Call to order of Regular Meeting of City Council2. Roll Call3. Approval of Agenda4. Housekeeping Matters5. Public comments about items not on the agenda
Citizens wishing to speak to council on issues <u>not</u> 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 <u>on the agenda</u> public input will be heard prior to a vote being taken on the matter. |
| 6:20 p.m. | <ol style="list-style-type: none">6. Approval of the minutes<ol style="list-style-type: none">A. Approval of June 21, 2022 MinutesB. Approval of June 23, 2022 Minutes |
| 6:25 p.m. | <ol style="list-style-type: none">7. Presentations and Discussions<ol style="list-style-type: none">A. Housing Update – Jackie Whelihan and Michael YermanB. City Administrator Report – Laurie Simonson |
| 6:45 p.m. | <ol style="list-style-type: none">8. COA/CUP/TUP/Licenses<ol style="list-style-type: none">A. RFSCVL LLC dba Roots RX Marijuana Retail and Cultivation RenewalsB. 216 Harrison Ave, The Timberline Mural Request |
| 7:15 p.m. | <ol style="list-style-type: none">9. Resolutions and Ordinances<ol style="list-style-type: none">A. Resolution No. 30, Series of 2022: A Resolution Filling a City Council Vacancy and Appointing a City Council Member to Represent Ward 2B. Resolution No. 31, Series of 2022: A Resolution Authorizing a Financial Contribution for the Community Justice Center and Authorizing Negotiations for an Intergovernmental Agreement with Lake County |

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



- C. Resolution No. 32, Series of 2022: A Resolution Approving a Service Agreement Contract with Jim Schneider for Professional Services
- D. Resolution No. 33, Series of 2022: A Resolution Creating the Position of a Human Resources Director

- 10. Public Meetings Planner
- 11. Mayor's Report
- 12. Council Reports
- 13. Adjournment

9:00 p.m.

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



CITY OF LEADVILLE
Tuesday, June 21, 2022 – 6:00 P.M.
REGULAR COUNCIL MEETING MINUTES
800 HARRISON AVE, LEADVILLE, CO.

Call to order of regular council meeting at 6:01 p.m. in Council Chambers and via Zoom.

Roll call: Mayor Labbe, CM Hill, CM Luna-Leal, and CM Lauritzen were present; MPT Greene and CM Forgensi were absent

Staff Members Present: Laurie Simonson, Lori Tye, Dawna Schneider, Caitlin Kuczko, Dan Dailey, Hal Edwards, Mayda Silver, and Christiana McCormick

Approval of the agenda: CM Hill moved to approve the agenda, and CM Luna-Leal seconded. All present were in favor.

Agenda Revisions: none

Housekeeping Matters: none

Public comments for items not on the agenda: Monica Smits spoke about the issue of snow removal on crosswalks and public restroom signage being too small. Kristi Galarza spoke about the events regarding homelessness being conducted by the Housing Authority.

Approval of Minutes:

- a. CM Luna-Leal moved to approve the minutes of 5/17/22; CM Hill seconded. All present were in favor.
- b. CM Hill moved to approve the minutes of 6/07/22; CM Luna-Leal seconded. All present were in favor.

Department Reports

Bills – CM Luna-Leal moved to pay the bills, and CM Hill seconded. All present were in favor

Presentations & Requests:

A. City Administrator's Report –

- a. June 23rd, 2022 Special Meeting between City Council and Lake County Board of County Commissioners regarding housing.
- b. July 5th, 2022 Community Justice Building vote.
- c. Ward Two vacancy will be voted on during the July 5th, 2022 City Council meeting.
- d. Commissioner Mudge stated the Summit Stage Leadville Link is still not charging fares for rides.
- e. E-bikes on the Mineral Belt permits. The speed limit should be consistent with the County's 15 mph limit.
- f. Signs on Harrison Avenue update regarding CDOT's and the City's jurisdictions.
- g. The house on 809 Spruce Street has closed and the deed has been recorded with the County. A Conditional Use Permit needs to be submitted in the future.



- B. Stop Signs on Poplar and Pine decision-** Due to the public comment previously held, Mayor Labbe moves to rescind the motion previously made to move the Stop signs on Poplar and Pine. CM Luna-Leal moves to deny the previously accepted motions by City Council to remove the Stop signs at Poplar and Pine Street. **Vote was 4-0-0-2**
- C. Sub Committee recommendations to City Council on 5 units from High Country Developers-** Mayor Labbe updated the Council regarding the pricing, usage, parking, and development of the land.

Certificate of Appropriateness/Conditional Use Permit/Temporary Use Permit/Licenses

- A. 930 Hemlock Residential Infill COA:** Discussion was held regarding the application with applicants Melissa Shelly and Dean McAllister regarding the appropriateness of the building and the Historical Preservation Committee's (HPC) findings. As new information has been submitted after the HPC's ruling, the applicants will withdraw their application. No votes were cast since the application was withdrawn.

Resolutions & Ordinances:

- A. Resolution No. 28, Series 2022: A Resolution Approving a Land Lease Agreement with Community Banks of Colorado for the Lease of a Parking Lot at 131 E. 4th Street:** CM Luna-Leal moved to adopt Resolution No. 28, Series of 2022: A. Resolution No. 28, Series 2022: A Resolution Approving a Land Lease Agreement with Community Banks of Colorado for the Lease of a Parking Lot at 131 E. 4th Street, **CM Hill seconded, Vote was 4-0-0-2**
- B. Resolution No. 29, Series 2022: A Resolution Opting Out of the Paid Family and Medical Leave Insurance ("FAMLI") Program:** Discussion was held between the Council and City Attorney McCormick. The Council requires additional time and will vote on this matter at a later date.

Adjournment: 8:18 p.m.

APPROVED this 5th day of July by a vote of __ in favor, __ against, __ abstaining, and __ absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk



CITY OF LEADVILLE
Thursday, June 23, 2022 – 6:00 P.M.
CITY COUNCIL SPECIAL MEETING MINUTES
800 HARRISON AVE, LEADVILLE, CO.

Call to order of a Work Session and Special Joint council meeting at 6:05 p.m. in Council Chambers and via Zoom.

Roll call: Mayor Labbe, CM Luna-Leal, CM Lauritzen, and CM Hill were present. MPT Greene and CM Forgensi were absent.

Staff Members Present: Laurie Simonson, Mayda Silver

Approval of the agenda: None

Agenda Revisions: None

Housekeeping Matters: None

Public comments for items not on the agenda:

- a. John Nelson from Full Circle spoke regarding affordable housing and equitability.
- b. Rod Weston spoke regarding the last meeting and the list of qualifications for the eligibility ranking system for the lottery for affordable housing.
- c. Kristi Galarza, Lead Housing Facilitator for Lake County Build a Generation, invited everyone to their discussion next Tuesday at the Library regarding the topic of homelessness.

Presentation and Report on Leadville/Lake County affordable housing by Shape Architecture, the SE Group, and Tera Tech

The Lake County Board of County Commissioners presented information regarding the different zoning types, pricing, and development possible within each of the Study areas.

Presentation and Report on the Formation of a Regional Housing Authority

Michael Yerman, Senior Planner/Local Government Liaison for Southern Colorado Economic Development District, presented information regarding the committees to be created, the housing programming that should be offered by the Regional Housing Authority, Community Guideline Tiers, Revenue Generation, and the cost of sharing Regional Housing Authority.

Goal Setting:

- A. The next steps would be for the City Council to discuss further the Intergovernmental Agreement between City Council and the Lake County Board of County Commissioners during a future City Council Meeting.
- B. The tiers will be amended to reflect an addition to Tier 2 so that a Lake County resident of 4



years or more making 140% AMI or less would qualify.

Adjournment: 8:25 p.m.

APPROVED this ___ day of _____ by a vote of ___ in favor, ___ against, ___ abstaining, and ___ absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk

Special Meeting 6/23/22 Minutes

Presented to CC on 07/05/22

TO: City of Leadville
FROM: Jackie Whelihan, Lake County Housing Director
DATE: July 5, 2022
SUBJECT: Staff Housing Update

Shortly before the June 23rd joint public meeting between the Leadville City Council and the Lake County Board of County Commissioners, legal counsel advised staff that an IGA between The City and the County would be the necessary next step to create the Leadville Lake County Regional Housing Authority. Legal counsel further stated that City Council and the BOCC will not be adopting the guidelines and the bylaws. Adopting the guidelines and the bylaws will be the responsibility of the Leadville Lake County Regional Housing Authority Board.

The board will consist of 7 members:

- 2 City (at least one elected)
- 2 County (at least one elected)
- 3 at large (appointed by the other 4 members)

Leading up to the June 23rd meeting, the City and County attorneys had been working on a draft of the IGA, but they required input from City Council and the Board of County Commissioners regarding funding the regional housing authority. The group agreed to mirror the funding levels that were previously outlined in the IGA for the Housing Director position.

Discussions continued regarding the Leadville Lake County Community Housing Guidelines. The elected officials have proposed two different options for the tiers in the guidelines. Staff will be present this information to the regional housing authority board members.

Option 1

- ▶ Tier 1 – Special Right of First Refusal
- ▶ Tier 2 – Lake County Based Employee Making 140% AMI or Less
- ▶ Tier 3 – Lake County Based Employee Making 200% AMI or Less
- ▶ Tier 4 – Lake County Resident of 4 or More Years Making 140% AMI or Less
- ▶ Tier 5 – Any other Permanent Lake County Resident

Option 2

- ▶ Tier 1 – Special Right of First Refusal
- ▶ Tier 2 – Lake County Based Employee or Lake County Resident of 4 years making 140% AMI or less
- ▶ Tier 3 – Any other Permanent Lake County Resident
 - Any Lake County Based Employee will receive 2 extra lottery picks

Discussion continued regarding giving the Regional Housing Authority revenue generating powers. The elected officials had previously agreed to give the Housing Authority the power to generate revenue under CRS 29-1-204. The Board must have a super majority to advance a ballot initiative including consent of all 4 appointed members from the local governments and at least 1 at large member.

- ▶ 1% Sales Tax
- ▶ 1 mill in property tax

- A development impact fee of two dollars per square foot or less.

The elected officials agreed that a super majority approval of the board, outlined in the bylaws, must be reached prior to moving forward with a ballot initiative.

Next Steps:

July 19th BOCC Meeting

July 19th City Council Meeting:

Staff will present and propose adoption of the IGA to the BOCC during their meeting and then to City Council at their meeting later that evening.

Staff respectfully requests that both the BOCC, and the City Council consider which elected official and other representative will be representing the City and serving on the Leadville Lake County Regional Housing Authority.



AGENDA ITEM #8A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 5, 2022

SUBJECT: RFSCLV LLC dba Roots RX Retail Marijuana License and RFSCLVG Cultivation License
Renewal

PRESENTED BY: Mayda Silver

 X MOTION

I. REQUEST OR ISSUE:

This is the annual license renewal for marijuana retail for RFSCLV LLC dba Roots RX and cultivation license for RFSCLV LLC dba Roots RX located at 145 Front Street.

II. BACKGROUND INFORMATION:

The annual local license of the retail recreational license for RFSCLV LLC dba Roots RX at 140 Front Street expires on 08/31/2022. Roots RX has maintained licenses for retail store and cultivation at 145 Front Street since 2014. The Marijuana Licensing Authority should review the attached renewal applications and determine if the licenses should be renewed.

Licensee has been in compliance with the City of Leadville Municipal codes regarding the retail recreational and cultivation requirements. Appropriate forms and renewal application fees were filed on 06/07/22. Since there is no change in ownership, premises, or operation at this time they are not required to submit new fingerprints.

Admin staff has received no complaints or comments from the public regarding odor or lighting issues.

Fire Marshal Steve Boyle conducted an annual fire inspection 6/1/2022 of this year and found no issues.

Deputy City Clerk Mayda Silver reached out to Police Chief Hal Edwards and Police Administrative Office Manager Shannon Vitale. Both Chief Edwards & Shannon Vitale reported that there no issues.

III. FISCAL IMPACTS:

N/A

VI. STAFF RECOMMENDATION:

Approving the annual renewal for RFSCLV LLC dba Roots RX at 140 Front Street.

VII. COUNCIL OPTIONS:

Approval, Denial, or a Continuation of Marijuana license hearing.

VIII. PROPOSED MOTION:

Make a motion to approve or disapprove...

The annual renewal on 7/5/2022 for the retail recreational license for Rob Holmes;
RFSCLV LLC dba Roots RX at 140 Front Street.

IX. ATTACHMENTS:

Renewal application materials and receipt of renewal application fee.

City of Leadville
Retail Recreational Marijuana Establishment License Renewal Application

FOR CITY USE ONLY:

Date license issued: _____ Date license of expiration: _____
Date renewal application received: _____ Time received: _____ Staff Initial: _____
License Renewal Fee Paid: \$ _____ 00 Date and time received: _____
[If Applicable] Late Fee Paid: \$ _____ 00

Type of License(s):

☒ Retail Marijuana Store ☐ Retail Marijuana Cultivation ☐ Retail Marijuana Products Manufacturer
"Applicant" is defined as Legal Name of Individual or Business Entity that will hold license if approved.

1. Applicant Ownership and Management Structure

APPLICANT IS A(N):

☐ INDIVIDUAL/SOLE PROPRIETOR ☐ CORPORATION ☒ LIMITED LIABILITY COMPANY
☐ GENERAL PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ OTHER (SPECIFY): _____

State License Number(s): 402 R-00362 Expiration Date(s): 11/12/22

Applicant Name (the dba): (Roots RX) RESCUE LLC

Trade Name of Establishment (doing business as): Roots RX
Address of Premise Location

145 Front St Leadville CO 80461
Street Address City State Zip Code

Business Mailing Address (if different from Premise Location):

City State Zip Code

APPLICANT CONTACT PERSON: Rob Holmes

TITLE OF CONTACT PERSON: owner

Business Telephone: 970 618-6976 Business Email Address: r.holmes@mac.com

City Sales & Use Tax License No. _____ State Sales Tax License No. _____ FEIN No. _____

(A) The Applicant must provide the name and address of all owners, or, if owner is a corporation, partnership, limited liability company, or other business entity, the name and address of any officer, director, partner, or any other person holding one percent (1%) or more of any ownership interest in the entity. If necessary, provide additional information on a separate sheet.

NAME	HOME ADDRESS CITY STATE ZIP	POSITION	% OWNED
Robert R. Holmes Jr	_____	owner	100

Provide the ownership structure: name and percent ownership, and any profit sharing interest if different from ownership interest of all the owners in a pyramid of ownership. For instance if a business entity has 10% ownership and it, in turn, is owned by another entity, then provide the information for all entities and all those who have ownership or profit sharing interest in any of the entities in the pyramid.

Name of on-site business manager for licensed premises:

Brian Orenday Business Cell Phone Number: 714 243-1270

Are any of the individuals or persons listed above under 21 years of age? ☐ Yes ☒ No

(B) In addition, for all persons named in (A) above, each individual must submit fingerprints, provide authorization to conduct a background check and a completed financial interests record form, must undergo a background check and provide any other documentation evidencing good moral character.

- C. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies etc.) has loaned, will loan or give money, inventory, furniture or equipment to or for use in this business or who will receive money from this business. Attach a separate sheet if necessary (not required for renewals unless there are amendments). If no change from initial application or renewal, so state.

NAME:

DATE OF BIRTH

FEIN OR SSN

% OWNED

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

(D) [If Applicant is a business entity] Applicant is qualified to transact business in Colorado. ☐ Yes ☐ No
Attach organizational documents and proof that any business entity is registered and in good standing with the State of Colorado

2. Status of Operations, Business Plans, and Licensee Qualifications

- A. Please submit proof that licensee has a valid license from the State of Colorado authorizing licensee to conduct business as a retail marijuana establishment and that such license is in good standing.
- B. Has there been a change to any of the plans that licensee submitted with its initial license application (including, but not limited to, the floor plan, operating plan, and security plan)?
If so, please list the specific changes or proposed changes to the plans and attach a copy of the applicable updated plan.
- C. Has the Applicant or any person holding an ownership interest in Applicant, in the immediately preceding twelve months, been denied a medical marijuana license or a retail marijuana license or had such a license revoked or suspended by the state of Colorado or any local licensing authority in any other jurisdiction?
☐ Yes ☒ No If yes, please indicate which licenses were suspended and by which jurisdiction and attach copies of all supporting documentation.
- D. Has Applicant or any person holding an ownership interest in Applicant been convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five (5) years?
☐ Yes ☒ No If yes, please explain and provide copies of all supporting documentation.
- E. During Applicant's most recent period of licensure with the City of Leadville, through and including the time when this application has been filed, has Applicant failed to remedy outstanding delinquencies for taxes owed or for judgments owed to a government?
☐ Yes ☒ No If yes, please indicate all applicable delinquencies or judgments were not remedied and attach copies of all supporting documentation.
- F. Is Applicant or any other person listed in 1.(A) above not qualified to hold a retail marijuana license for any of the reasons listed in Section 12-43.4-208 of the Colorado Revised Statutes or Section 5.48.190 of the Leadville Municipal Code?
☒ Yes ☐ No If yes, please provide details and attach copies of all supporting documentation.

pit

3. Premises

- A. Does the Applicant own or have legal possession of the licensed premises?
_ Ownership ☒ _ Lease

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

Landlord

RESOLVO LLC

Tenant

RESOLVO LLC

Date of Expiration

perpetual

Provide a copy of recorded deed, signed lease, or other evidence that Applicant has legal possession of the licensed premises. If there is a chain of leases from the property owner, to a holding company, to another company, and ending in a lease to the operator then provide copies of all those leases.

- B. Provide the ownership structure: name and percent ownership, and any profit sharing interest if different from ownership interest of all the owners, lessors and lessees in the premises chain of possession.
- C. Has Applicant made or does Applicant plan to make a physical change, alteration, or modification of the licensed premises that materially or substantially alters the premises or the use of the premises from the plans that the City approved as part of Applicant's initial license application or most recent renewal?

Oath of Application

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the City of Leadville Municipal Code and all other laws and rules and regulations that govern this license application. I further represent to the City of Leadville that I am authorized to submit this application on behalf of the licensee named above.

Authorized Signature

Printed Name and Title

Date

Robert R. Holmes Jr. Robert R. Holmes Jr. 5/11/2022

I hereby release the City of Leadville, its employees, elected and appointed officials from any and all liability in connection with the approval and subsequent operation of the business for which the Application is submitted. (Applicant's Authorized Representative Initial Here) *RR*

FOR CITY INTERNAL USE ONLY:

LEADVILLE POLICE DEPARTMENT (Date Sent _____) AS TO BACKGROUND CHECK, OPERATING PLAN, SECURITY PLAN, LIGHTING PLAN AND OPERATING CHARACTERISTICS
ANNUAL RENEWAL IS RECOMMENDED TO BE: APPROVED DENIED

FOR LICENSING OFFICE ONLY:

Annual Renewal Retail Marijuana Business License

Denied Date Written Notice of Denial Sent

Approved Date Written Notice of Approval Sent

Date of Premise Inspection Approval License Issuance Date

License Expiration Date

City of Leadville
Retail Recreational Marijuana Establishment License Renewal Application

FOR CITY USE ONLY:

Date license issued: _____ Date license of expiration: _____
Date renewal application received: _____ Time received: _____ Staff initial: _____
License Renewal Fee Paid: \$ _____ 00 Date and time received: _____
[If Applicable] Late Fee Paid: \$ _____ 00

Type of License(s):

☐ Retail Marijuana Store ☐ Retail Marijuana Cultivation ☐ Retail Marijuana Products Manufacturer
*Applicant is defined as Legal Name of Individual or Business Entity that will hold license if approved.

1. Applicant Ownership and Management Structure

APPLICANT IS A(N):

☐ INDIVIDUAL/SOLE PROPRIETOR ☐ CORPORATION ☒ LIMITED LIABILITY COMPANY
☐ GENERAL PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ OTHER (SPECIFY): _____

State License Number(s): 403R-00407 Expiration Date(s): 11/18/2022

Applicant Name (the dba): R FSC LUG LLC

Trade Name of Establishment (doing business as): N/A

Address of Premise Location

145 Front Street Leadville CO 81611
Street Address City State Zip Code

Business Mailing Address (if different from Premise location)

Street _____ City _____ State _____ Zip Code _____

APPLICANT CONTACT PERSON: Rob Holmes

TITLE OF CONTACT PERSON: Owner

Business Telephone: 770-618-6936 Business Email Address: rfholmes@rfgllc.com

City Sales & Use Tax License No. _____ State Sales Tax License No. _____ EIN No. _____

(A) The Applicant must provide the name and address of all owners, or, if owner is a corporation, partnership, limited liability company, or other business entity, the name and address of any officer, director, partner, or any other person holding one percent (1%) or more of any ownership interest in the entity. If necessary, provide additional information on a separate sheet.

NAME

HOME ADDRESS, CITY STATE, ZIP

POSITION

% OWNED

Rob Holmes

Owner

100

Provide the ownership structure: name and percent ownership, and any profit sharing interest if different from ownership interest of all the owners in a pyramid of ownership. If or instance if a business entity has 10% ownership and it, in turn, is owned by another entity, then provide the information for all entities and all those who have ownership or profit sharing interest in any of the entities in the pyramid.

Name of on-site business manager for licensed premises: Leven Friedrichs

Business Cell Phone Number: 1540 462-7458
Are any of the individuals or persons listed above under 21 years of age? ☐ Yes ☒ No

(B) In addition, for all persons named in (A) above, each individual must submit fingerprints, provide authorization to conduct a background check and a completed financial interests record form, must undergo a background check and provide any other documentation evidencing good moral character.

- C. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, etc.) has loaned, will loan or give money, inventory, furniture or equipment to or for use in this business or who will receive money from this business. Attach a separate sheet if necessary (not required for renewals unless there are amendments). If no change from initial application or renewal, so state.

NAME

DATE OF BIRTH

FEIN OR SSN

% OWNED

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

- (D) [If Applicant is a business entity] Applicant is qualified to transact business in Colorado. ☒ Yes ☐ No
Attach organizational documents and proof that any business entity is registered and in good standing with the State of Colorado

2. Status of Operations, Business Plans, and Licensee Qualifications

- A. Please submit proof that licensee has a valid license from the State of Colorado authorizing licensee to conduct business as a retail marijuana establishment and that such license is in good standing.
- B. Has there been a change to any of the plans that licensee submitted with its initial license application (including, but not limited to, the floor plan, operating plan, and security plan)?
If so, please list the specific changes or proposed changes to the plans and attach a copy of the applicable updated plan.
- C. Has the Applicant or any person holding an ownership interest in Applicant, in the immediately preceding twelve months, been denied a medical marijuana license or a retail marijuana license or had such a license revoked or suspended by the state of Colorado or any local licensing authority in any other jurisdiction?
☐ Yes ☒ No If yes, please indicate which licenses were suspended and by which jurisdiction and attach copies of all supporting documentation.
- D. Has Applicant or any person holding an ownership interest in Applicant been convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five (5) years?
☐ Yes ☒ No If yes, please explain and provide copies of all supporting documentation.
- E. During Applicant's most recent period of licensure with the City of Leadville, through and including the time when this application has been filed, has Applicant failed to remedy outstanding delinquencies for taxes owed or for judgments owed to a government?
☐ Yes ☒ No If yes, please indicate all applicable delinquencies or judgments were not remedied and attach copies of all supporting documentation.
- F. Is Applicant or any other person listed in 1.(A) above not qualified to hold a retail marijuana license for any of the reasons listed in Section 12-434-306 of the Colorado Revised Statutes or Section 5.48.190 of the Leadville Municipal Code?
☐ Yes ☒ No If yes, please provide details and attach copies of all supporting documentation.

3. Premises

- A. Does the Applicant own or have legal possession of the licensed premises?
— Ownership — Lease

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

Landlord: RESC LVO LLC Tenant: RESC LVO LLC Date of Expiration: Perpetual

Provide a copy of recorded deed, signed lease, or other evidence that Applicant has legal possession of the licensed premises. If there is a chain of leases from the property owner, to a holding company, to another company, and ending in a lease to the operator, then provide copies of all those leases.

- B. Provide the ownership structure: name and percent ownership, and any profit sharing interest if different from ownership interest of all the owners, lessors and lessees in the premises chain of possession.
C. Has Applicant made or does Applicant plan to make a physical change, alteration, or modification of the licensed premises that materially or substantially alters the premises or the use of the premises from the plans that the City approved as part of Applicant's initial license application or most recent renewal?

Oath of Application

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the City of Leadville Municipal Code and all other laws and rules and regulations that govern this license application. I further represent to the City of Leadville that I am authorized to submit this application on behalf of the licensee named above.

Authorized Signature

Printed Name and Title

Date

[Signature] Robert R. Holmes Jr. 5/11/2022

I hereby release the City of Leadville, its employees, elected and appointed officials from any and all liability in connection with the approval and subsequent operation of the business for which the Application is submitted. (Applicant's Authorized Representative Initial Here) *[Initials]*

FOR CITY INTERNAL USE ONLY:

LEADVILLE POLICE DEPARTMENT (Date Sent:) AS TO BACKGROUND CHECK, OPERATING PLAN, SECURITY PLAN, LIGHTING PLAN AND OPERATING CHARACTERISTICS
ANNUAL RENEWAL IS RECOMMENDED TO BE: APPROVED DENIED

FOR LICENSING OFFICE ONLY:

Annual Renewal Retail Marijuana Business License
Denied Date Written Notice of Denial Sent
Approved Date Written Notice of Approval Sent
Date of Premise Inspection Approval License Issuance Date License Expiration Date

City of Leadville
800 Harrison Ave
Leadville CO 80461

719-486-1365 Court

Receipt No: 1.003400

Jun 7, 2022

Roots RX Leadville

Licenses and Permits - Retail Marijuana Application Fee	2,500.00
01-300-3225 Marijuana Application Fee	
Licenses and Permits - Retail License Renewal	500.00
01-300-3225 Marijuana Application Fee	
Licenses and Permits - Cultivation Marijuana Application Fee	2,500.00
01-300-3225 Marijuana Application Fee	
Licenses and Permits - Cultivation License Renewal	500.00
01-300-3225 Marijuana Application Fee	
<hr/>	
Total:	6,000.00
<hr/>	
Check	6,000.00
Check No: 1186	
Payor: Roots RX Leadville	
Total Applied:	6,000.00
<hr/>	
Change Tendered:	.00
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Duplicate Copy

06/20/2022 9:43 AM

**For this Record...**

Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	RFSCLV, LLC		
Status	Good Standing	Formation date	09/18/2014
ID number	20141564522	Form	Limited Liability Company
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	1375 Red Butte Dr, Aspen, CO 81611, CO, United States		
Principal office mailing address	1375 Red Butte Dr, Aspen, CO 81611, CO, United States		

Registered Agent	
Name	Robert Holmes
Street address	1375 Red Butte Dr, Aspen, CO 81611, United States
Mailing address	1375 Red Butte Dr, Aspen, CO 81611, United States

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PUBLIC NOTICE
RESCUE LLC dba Rescue RX
HAS APPLIED FOR A
RETAIL AND CULTIVATION OF
MARIJUANA
BENEFICIAL LICENSE
AT THE PROPERTY TOP
145 FRODO STREET
TUESDAY JULY 5, 2022 AT
6:00 PM IN CITY HALL
AT THE BOARD OF
COUNTY





Restricted Access
No one under 21 years
of age allowed
Cash Debit

MUST BE 21+
TO ENTER
RETAIL MARIJUANA
GOOD & KNOWN

CLEAN UP
YOUR PET

We Accept
Debit Cards
Here





AGENDA ITEM # 8B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 7th, 2022

SUBJECT: The Timberline 216 Harrison Avenue Mural Request

PRESENTED BY: Nell Lindquist, Co-Owner of The Timberline and Lori Tye Staff

☐ ORDINANCE
☐ RESOLUTION
☒ MOTION
☐ INFORMATION

I. **REQUEST OR ISSUE:**

In accordance with Chapter 17.80.090 - Specific regulations by zoning district: ***"All murals must be approved by city council in accordance with the intents and purposes of the sign code."***

The Timberline has requested to paint a mural at 216 Harrison Ave, on the south wall facing Harrison Ave. The artist is Michael Carson, and the proposed mural will be painted directly on the exterior wall

II. **BACKGROUND INFORMATION:**

Chapter 17.80.100 - Definitions. Signs #7:

"Mural" means a sign painted directly on an outside wall existing as of August 15, 2015, or installed on panels, or any other medium, which is affixed to an outside wall according to the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings located at: <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

Currently the municipal code does not require historic preservation commission review and comment, however this proposal **was** forwarded to the historic preservation commission for comment. HPC comments were favorable; citing the design being historically relevant, murals are needed at the south end of town, one even favored the painting directly on the bricks like the historic murals were.

The proposed mural is 25' high by 18' wide (450 sq ft), painted directly on the building using Sherwin Williams Duration Paint, specifically designed for painting on brick. Please see the attached photos of the design and dimensions of the mural.

III. STAFF RECOMMENDATION: Consider the request and render a recommendation.

The other murals are well loved in Leadville and it appears to staff that this would be a good place for an additional mural for the City of Leadville. It's also a great location as people drive north through Leadville. Please discuss with the applicant any comments, questions, or concerns. As mentioned, the HPC thought it would be a tasteful, nice addition to the murals in town, and staff agrees.

IV. COUNCIL OPTIONS:

Approve, approve with conditions, continue for more information, deny.

V. PROPOSED MOTION:

"I move to approve The Timberline's 25' by 18' mural to be painted onto the southern facing brick wall at 216 Harrison Ave, facing the Harrison."

VI. ATTACHMENTS:

Please see the applicant's Sign Application and design of the proposed mural.

CITY OF LEADVILLE SIGN PERMIT APPLICATION

APPLICANT'S NAME: Nell Lindquist Date of Application: 6/28/2022

BUSINESS NAME: The Timberline

PHONE NUMBER: (719) 581-2148

MAILING ADDRESS: 216 Harrison Ave Leadville, CO 80461

BUSINESS ADDRESS: 216 Harrison Ave Leadville, CO 80461

SIGN INFORMATION

1) ZONING DISTRICT OF PROPOSED SIGN: RC TR C R-2 R-1 TC

2) TYPE OF PROPOSED SIGN: x WALL SIGN WINDOW SIGN

PROJECTING SIGN

Total Sq. Footage Per Side

FREE STANDING SIGN

Total Sq. Footage Per Side

PORTABLE SIGN

Total Sq. Footage Per Side

x MURAL SIGN

25x18 = 450sf

Total Sq. Footage Per Side

3) MANUFACTURER OR DESIGNER OF SIGN: Michael Carson

4) LIABILITY INSURANCE COMPANY Manor Insurance Agency POLICY NUMBER 159628401

5) HOW WILL THE SIGN BE ANCHORED? It will be painted directly on the exterior wall.

6) MATERIALS USED IN THE MANUFACTURING OF SIGN: Latex paint - Sherwin Williams

7) WILL THE SIGN BE ILLUMINATED? YES ☒ x NO

Duration Paint

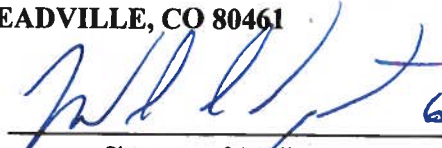
8) IF YES, DESCRIBE THE LIGHTING IN DETAIL:

9) PLACEMENT OF YOUR SIGN IN RELATION TO YOUR BUILDING: On the South wall of 220 Harrison ave (see rendering)

10) A DETAILED DRAWING WITH MEASUREMENTS OF THE SIGN MUST ACCOMPANY THIS APPLICATION.

GENERAL INFORMATION: APPLICANT IS REQUIRED TO COMPLETE THIS APPLICATION AND SUBMIT A \$25.00 NON-REFUNDABLE PERMIT FEE or \$5.00 NON-REFUNDABLE BANNER PERMIT FEE TO: CITY OF LEADVILLE, 800 HARRISON AVENUE, LEADVILLE, CO 80461

Rec'd 6/29
JL

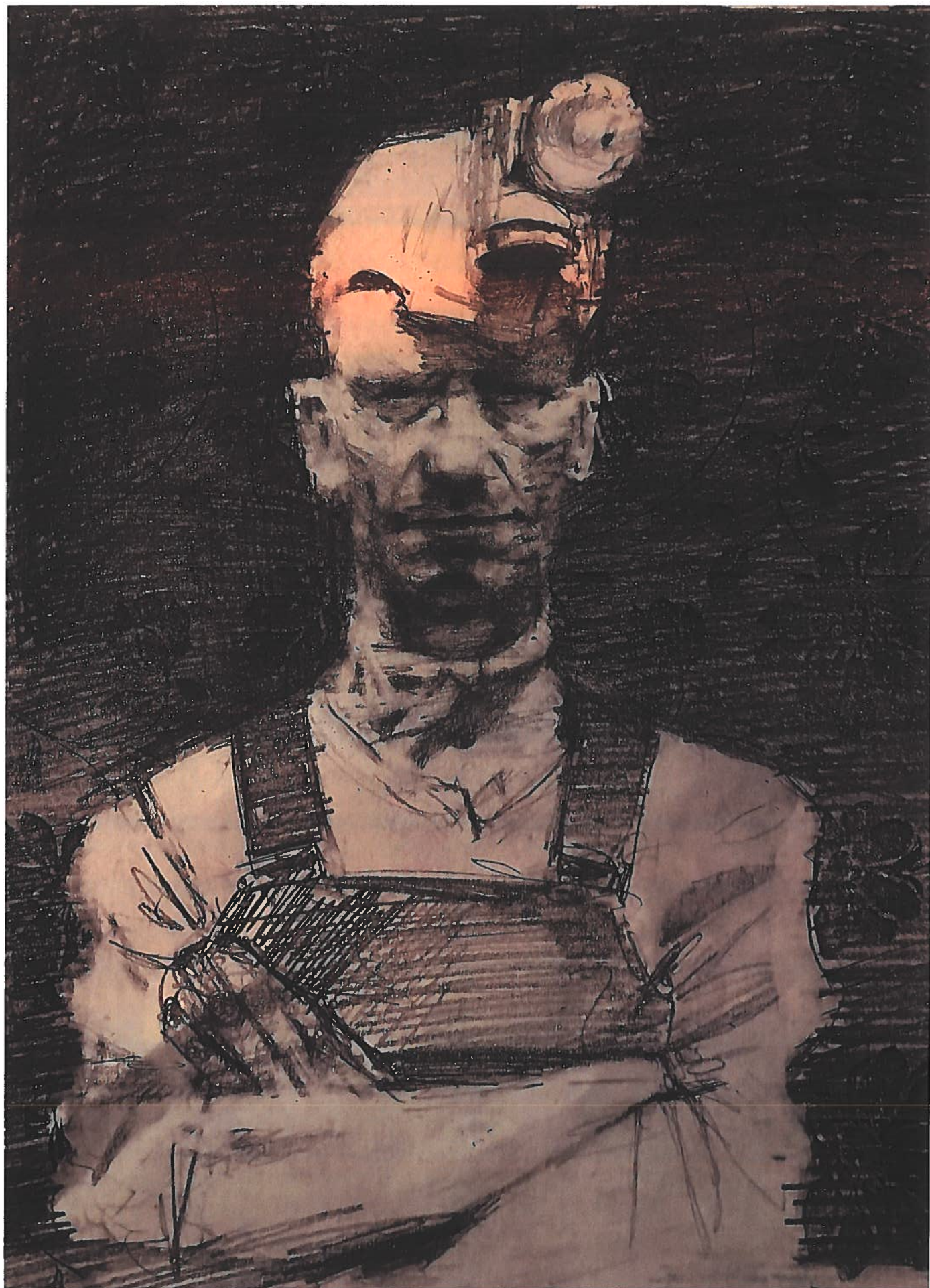
 6-28-22
Signature of Applicant Date

FINAL ACTION:

APPROVED ☐ CONDITIONALLY APPROVED ☐ DENIED ☐

DATE: _____







AGENDA ITEM # 9.A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 5, 2022

SUBJECT: Resolution No. 30, Series of 2022: A Resolution Filling a City Council Vacancy and Appointing a City Council Member to Represent Ward 2

PRESENTED BY: Christiana McCormick, City Attorney

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION

I. **REQUEST OR ISSUE:**

Before City Council is Resolution No. 30, Series of 2022, (the "Resolution"), which appoints one of two interested persons to fill the current City Council vacancy for Ward 2.

II. **BACKGROUND INFORMATION:**

When former Council Member Cisco Tharp moved out of Ward 2, it created a vacancy in his City Council seat. City Council adopted Resolution No. 27, Series of 2022 declaring a vacancy in that office and determining to fill such vacancy by appointment as permitted under state law (see Legal Issues section below for further discussion).

The City has received letters of interest from two people, Rod Weston and Shannon Grant, desiring to be considered for appointment to serve on City Council for the remainder of Council Member Tharp's term.

According to their application materials, both potential appointees meet the state law requirements that make them qualified to be a member of City Council (see Legal Issues section below for more information). The person appointed will serve the remainder of former Council Member Tharp's term of office. Council Member Tharp was elected to office in November 2021, and the next election for this seat will be in November 2025.

III. **FISCAL IMPACTS:**

N/A

IV. LEGAL ISSUES:

When a council member for a statutory city moves out of the ward they were elected to, a vacancy occurs in their position. (C.R.S 31-4-106 states in part: “If any councilman, during the term of his office, removes from or becomes a nonresident of the ward in which he was elected, he shall be deemed thereby to vacate his office, effective upon the adoption by the city council of a resolution declaring such vacancy to exist.”).

When a vacancy in a city council seat occurs, Council must adopt a resolution declaring the vacancy. The adoption of that resolution starts a 60-day clock. The City has 60 days (per C.R.S. 31-4-106 and 31-4-108(2)(b)) from the adoption of the resolution, or the date of vacancy declared in the resolution if different from the resolution adoption date, to either appoint a person to fill the vacancy or call a special election to fill the vacancy. If the City does not appoint someone to fill the vacancy in 60 days, then the City will need to call a special election.

Here, City Council adopted Resolution No. 27, Series of 2022 declaring a vacancy and determining to appoint a person to Council to fill the vacancy. Such vacancy was effective beginning June 8, 2022, so Council has until August 7, 2022 to fill the vacancy by appointment.

Per C.R.S. 31-4-106, any person appointed (or elected) to City Council must meet certain statutory requirements in order to hold that office. The person must be a resident of the ward to which they are elected or appointed for at least twelve (12) consecutive months prior to their election or appointment, and they must be a registered elector in their ward.

V. STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 30, Series of 2022 and appoint one of the two candidates to fill the Council vacancy.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

1. Adopt the Resolution.
2. Adopt the Resolution with amendments.
3. Table the Resolution for further discussion and consideration.

VII. PROPOSED MOTION:

“I move to adopt Resolution No. 30, Series of 2022, A Resolution Filling a City Council Vacancy and Appointing a City Council Member to Represent Ward 2 and appoint _____ to fill the vacancy on City Council.”

ATTACHMENTS:

Resolution No. 30, Series of 2022

Rod Weston’s Letter of Interest and Resume

Shannon Grant’s Letter of Interest and Resume

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 30
SERIES OF 2022**

**A RESOLUTION FILLING A CITY COUNCIL VACANCY AND
APPOINTING A CITY COUNCIL MEMBER TO REPRESENT WARD 2**

WHEREAS, Section 2.04.010 of the Leadville Municipal Code states that the City Council shall be composed of the Mayor and six City Council members elected from three wards of the City; and

WHEREAS, Section 31-4-106 of the Colorado Revised Statutes states that if a council member, during the council member's term of office, removes from or becomes a nonresident of the ward in which the council member was elected, then that council member is deemed to have vacated the council member's office, effective upon the adoption by the city council of a resolution declaring such vacancy to exist; and

WHEREAS, as of June 8, 2022, the Leadville City Council had a vacancy in office for a council member representing Ward 2; and

WHEREAS, in accordance with Sections 31-4-106 and 31-4-108(2)(b) of the Colorado Revised Statutes, City Council decided to appoint a person to fill such vacancy per Resolution No. 27, Series of 2022; and

WHEREAS, City Council received two letters of interest from persons residing in Ward 2 and desiring to be appointed to fill the vacancy; and

WHEREAS, City Council has considered the letters of interest and desires to appoint one of the two interested persons as a City Council Member representing Ward 2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 2. **Appointment.** The City Council hereby appoints (*check one*):

☐ Rod Weston

☐ Shannon Grant

to the City Council to be a representative of Ward 2 until the November 2025 regular election, at which point this office of City Council Member for Ward 2 shall be open for a four (4) year term per Section 2.04.060 of the Municipal Code.

Section 3. **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

ADOPTED this 5th day of July 2022 by a vote of ____ in favor, ____ against,
____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk



Laurie Simonson <cityadmin@leadville-co.gov>

Fwd: City Council

3 me age

Greg Labbe <lvmayor@leadville-co.gov>

Tue, Jun 21, 2022 at 5:17 PM

To: Tracey Lauritzen <ward1b@leadville-co.gov>, Christian Luna-Leal <ward1a@leadville-co.gov>, Dana Green
ward3a@leadville co gov , Tim Hill ward2a@leadville co gov , Ma Forgen i ward3b@leadville co gov
Cc: Rod Weston <drwest3@me.com>, Laurie Simonson <cityadmin@leadville-co.gov>

Greg Labbe, Mayor

City Of Leadville Logo_FINAL 20%

719.207.2072

lvmayor@leadville-co.gov

Forwarded me age

From: **Rod Weston** [REDACTED]

Date: Tue, Jun 21, 2022 at 3:51 PM

Subject: City Council

To: Greg Labbe lvmayor@leadville co gov

Cc: Tracey Lauritzen [REDACTED] >

Dear Mayor Labbe,

Please forward my resume and this letter of interest to the Leadville City Council for their consideration.

Since moving to Leadville in 2016, I have endeavored to be active in local government. To this end, I have served on the Planning and Zoning Commission and the Lake County School Board. I have served as a poll watcher for one of the major political parties, a little noticed service that seems to have attained an increased level of notoriety. With this letter, I am requesting consideration to be appointed to city council to fill the recently vacated seat.

It appears to me that the city (and Lake County) are poised to make huge strides in terms of the general welfare, a governmental responsibility in America since 1788. This broad area at this local level includes numerous initiatives and projects. Some of these are relatively mundane, like parking, while others, like the Leadville Urban Renewal Authority, are more complex and nuanced. Moving forward, cooperation among city, county, and school district leadership will be critical. I hope that I bring some understanding of the issues and processes that can help take Leadville to a perceived better state in the near future and beyond.

Regardless of the council's decision, I would like to thank all members for the consideration of my resume and interest in serving.

Rodman J. Weston, Jr., Ed.D.

Phone –

Address –

Education

Non-degree Studies in Special Education Law, University of Vermont, 1998

Doctorate in Educational Leadership/Multicultural Education, East Carolina University, Greenville, NC 27858, August 1991- July 1993

Non-degree Studies in Education and Educational Administration, University of Alaska Fairbanks, Fairbanks, AK 99712, 1985-1990, 2016

M.A.E., East Carolina University, Greenville, NC 27858, 1981

Non-degree Studies in Psychology and Counseling, Pennsylvania State University, 1971-76

National Science Foundation summer workshop in Urban Geography, Western Michigan University, Kalamazoo, MI, 1974

B.S., West Chester State College, West Chester, PA 19380, 1969

Professional Experience

Educational Leadership

Superintendent, Iditarod Area School District
2015-16

McGrath, Alaska

- Seven villages scattered through an area the size of Ohio
- Distance Learning Center
- \$7+ million budget

Superintendent, Taos Municipal Schools
2010 – 2014

Taos, New Mexico

- 2,400 students
- 200+ teachers
- \$30+ million budget

Superintendent, North Country Schools/OENSU 1998-2007
Newport, Vermont

- 3000+ students
- 400+ teachers
- \$35+ million budget
- 15 school boards

Assistant Superintendent, Fairbanks North Star Borough School District

1996 - 1998

Fairbanks, Alaska 99701

- 16,000+ students
- 950+ teachers
- \$105+ million budget

Principal, Holy Cross School (Public, K-12)

1993 - 1996

Iditarod Area School District

Holy Cross, Alaska 99602

Teaching

East Stroudsburg University, Undergraduate – Foundations of Education,
Graduate – Teacher and School Community, Diversity, The Middle
School, Inclusionary Practices, Professional Development, and School and
Community Relations, Assistant Professor, 2007-10

Northeast Kingdom School Development Center/Lyndon State College, Graduate
Class – Classroom Leadership by Design, class taught once per year from
2003 through 2006

Department of Geography and Planning, East Carolina University, Greenville, NC
27858, Introduction to Geography, 1992, adjunct faculty

Yukon Flats School District, Fort Yukon, Alaska 99740, 1985-1991,
(varied assignments - K - 12, Central, Chalkyitsik, Venetie, Fort Yukon,
and Rampart)

West Chester Area School District, West Chester, PA 19380, 1969-1985,
Social Science, grades 7 -12

Education Associations

New Mexico Coalition of School Administrators, 2011 – 2014

New England Association of School Superintendents – Vermont representative to
the Board of Directors, 2003 - 2006

Vermont Superintendents Association – member Legislative Committee and
Technical Education Committee

Northeastern Vermont Superintendents Association – 1998-2007, Chairperson,
2006-07

Yukon Flats Education Association - 1985-91, President, 1990-91

West Chester Area Education Association - 1969-85, Grievance Chairperson and
Strike Captain

Papers and Presentations

Infusing the Multicultural Perspective into a Monocultural Teacher Education Program, National Association for Multicultural Education International Conference, co-presented with Barrel Gueye, Janet Ferguson, and John McKnight, October, 2009

Overcoming Resistance: Tools for Teaching About Diversity in a Teacher Education Program, Pennsylvania Chapter of the National Association for Multicultural Education Conference, co-presented with Barrel Gueye and Janet Ferguson, April, 2009

Diversity Presentation, One Voice Northeastern Regional Conference and Forum, co-presented with Janet Ferguson, John McKnight, and Barrel Gueye, November, 2008

Who's the Boss: Identifying Roles of Leadership in After School Programs, Presented to the Leadership Conference of the New England Region 21st Century Community Learning Centers, co-presented with Beth Brookes, Director, NCS/OENSU 21CCLC, March, 2008

Three Vermont Stories of Successful Teacher Leadership: Vermont Math Initiative, Presented to the VISMT Teacher Quality Enhancement Spring Teacher Leader Conference, co-presented with Judi Laird, Teacher Leader, April, 2002

Multi-District Governance: Making It Work, Presented to the New England Superintendents' Association 2001 Conference, co-presented with Richard Aubuchon, Superintendent of Orleans Central Supervisory Union, Fall, 2001

The Governance Structure of Education in Vermont, presented to visiting Russian educators through the Partners in Education Project, March, 2001

Informal (Collaborative) Bargaining: Alternative Model from Iditarod, presented to the Association of Alaska School Boards' Labor Relations Conference, co-presented with John Monahan, Superintendent, Bob Kuhn, Teachers' Association President, Jan Newton, board member, and Isabelle Harrington, Business Manager, 1994

Service to East Stroudsburg University

Department of Geography - Curriculum Review, 2010

Intercollegiate Athletic Committee - 2009-10

PSED Search Committee - Chair - 2008-09

College of Education Diversity Committee – 2007-09

Department of Geography Search Committee – 2008

School Board Service– Lake County (Colorado) School Board, Nov 2019 - present

June 27, 2022

This letter is to convey my interest in being selected to fill the Ward 2 City Council position being vacated this month. I have lived in and owned my home in Ward 2 since October 2001 and am a registered elector. The following is a brief introduction.

My name is Shannon Grant and I have been proud to call Leadville home for nearly 25 years. While not a native to Colorado, I assure you that I got here as quickly as I could! Leadville is a special place and has so much to offer. It has been an amazing place to raise my three children and provided so many opportunities to instill a love of nature, recreation, and sense of community. I believe that we have a responsibility to contribute to the greater good. Throughout my years here I have been a volunteer with numerous organizations and events. At this time, I would like to serve our community as a City Councilperson.

Attached is my resume. If you have any questions or if I can provide any additional information, please let me know. I look forward to hearing from you and hope to serve Leadville and our community alongside you.

Sincerely,

A handwritten signature in black ink that reads "Shannon Grant". The signature is written in a cursive, flowing style.

Shannon Grant

Shannon Grant

Certification:

Principal K-12

Education:

Master of Science in Speech-Language Pathology, 1995
Bachelor of Science in Speech-Language Pathology, 1993
University of Tulsa, Tulsa, Oklahoma

Administration Experience:

Director of Post-Secondary Learning and Career Readiness
Eagle County Schools, Eagle, CO
June 2022

Assistant Principal Berry Creek Middle School, Edwards, CO
August 2012-May 2022

- Site coordinator for AVID
- Manage student discipline including plans and records
- Work in tandem with the School Resource Officer to ensure safety
- Participate in Instructional Leadership Team
- Mentor/Coach for teachers and staff
- Student supervision
- Evaluate classified staff
- Lead PBIS initiatives
- Contribute to RtI and grade level meetings
- Effectively communicate with all stakeholders to ensure student success
- Emergency planning and preparedness
- District level – administration team and teacher recruitment
- Assist with master scheduling

Dean of Students and Athletic Director, Lake County Middle School, Leadville, CO
August 2009-June 2010

- Discipline referrals and plans
- Scheduled events for student athletic program
- Coordinated travel for away games and organized home events
- Attended all home games and extra-curricular events
- Participated in PBIS including PAWSITIVE referrals
- Collaborated with all stakeholders to ensure student success
- RtI team member

Shannon Grant

Related Experience:

Speech-Language Pathologist, Lake County School District, Leadville, CO

August 2010-February 2012 and August 2001-July 2009

- Evaluated and diagnosed a variety of speech and language disorders and disabilities
- Developed and implemented Individualized Education Plans
- Provided services in the general class or in a pull out setting
- Participated in Rtl team meetings
- Coordinated Child Find team

Registration and Volunteer Manager for Leadville Race Series, Leadville, CO

October 2010-August 2012

- Managed registration data for nearly twelve thousand entrants
- Coordinated timing and finish results for athletes
- Instituted a packet pick up plan for order and efficiency
- Recruited and coordinated over one thousand volunteers for 14 events across the country
- Member of four person team that presented world-class events

Adult English as a Second Language Teacher for LCSD grant, Leadville, CO

- Tested and leveled students for English classes
- Instructed all levels of students and delivered curriculum to assist students with meeting their language goals
- Summarized collected data for grant reporting

Other Relevant Information: Member of First Presbyterian Church of Leadville

November 1997-present

Easter Egg Hunt Volunteer at Ski Cooper

2007-present

Participant in various recreational events in Lake County

Ongoing

Trick or Treat Street Volunteer

2001-present

Holiday Meal Delivery with Elks

2018-present



AGENDA ITEM # 9.B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 5, 2022

SUBJECT: Resolution No. 31, Series of 2022: A Resolution Authorizing a Financial Contribution for the Community Justice Center and Authorizing Negotiations for an Intergovernmental Agreement with Lake County

PRESENTED BY: Laurie Simonson, City Administrator

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION

I. **REQUEST OR ISSUE:**

Before City Council is Resolution No. 31, Series of 2022, (the "Resolution"), which approves a financial contribution by the City for the new Community Justice Center being constructed by Lake County and authorizes City staff to negotiate an intergovernmental agreement with Lake County setting forth the City's financial contribution and the terms of the City's use of the Community Justice Center once constructed.

II. **BACKGROUND INFORMATION:**

Lake County, which is statutorily mandated to provide safe, adequate justice facilities, found that there is a need to build a new Community Justice Center after closing its jail facilities in March of 2019. The jail was built in 1955, has need of significant and costly upgrades, and cannot meet the State standards for detention facilities. This situation presented a number of health and safety risks to the public and to inmates, and the jail remains closed. Lake County is currently housing inmates in neighboring counties.

If approved, the Resolution will authorize a financial contribution toward the County's construction of the new Community Justice Center. In addition, once the Community

Justice Center is built, the City would use the Justice Center for, at a minimum, its municipal court and police department facilities and operations. The core designated space for the police department is 2,108 net and 2,740 gross. The municipal court is shared space with the county. Both the Police Chief and Municipal Court Judge have indicated that the space is adequate for their needs.

The Resolution also authorizes City staff and the City Attorney to negotiate the details of an intergovernmental agreement with Lake County that sets forth the City's rights and obligations concerning the Justice Center, including the City's financial contribution and the City's use of the Justice Center. The major terms to be included in the intergovernmental agreement are shown in the Term Sheet attached to the Resolution as **Exhibit 1**, and the agreement would be brought to Council for consideration and final approval once the terms have been negotiated.

III. FISCAL IMPACTS:

The Resolution sets the City's contribution toward the construction of the Community Justice Center at an amount not to exceed \$5,000,000.00 (plus interest if paid in installments). The City can pay this amount in an upfront payment and installments or just installments over the term and interest rate of the County's Certificate of Participation.

IV. LEGAL ISSUES:

Because the City's financial contribution for the Community Justice Center will be paid over a number of years, Colorado's Taxpayer Bill of Rights (TABOR) requires the City to either ask voters to approve the debt or make the installment payments subject to annual appropriation. Due to the County's urgent need to move the project forward, the County has indicated it needs the City's decision about whether the City will participate in and make a financial contribution toward the project sooner than a vote would allow. Therefore, if the City Council decides to make a financial contribution and adopt the Resolution, the financial contribution must be subject to annual appropriation.

V. STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 31, Series of 2022.

VI. PROPOSED MOTION:

"I move to adopt Resolution No. 31, Series of 2022, A Resolution Authorizing a Financial Contribution for the Community Justice Center and Authorizing Negotiations for an Intergovernmental Agreement with Lake County."

ATTACHMENTS:

1. Resolution No. 31, Series of 2022
2. Term Sheet (Exhibit 1 to Resolution)
3. Floor plan

4. Spreadsheet of space allocation

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 31
SERIES OF 2022**

**A RESOLUTION AUTHORIZING A FINANCIAL CONTRIBUTION FOR THE
COMMUNITY JUSTICE CENTER AND AUTHORIZING NEGOTIATIONS FOR AN
INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY**

WHEREAS, Lake County (“County”) is statutorily required to provide safe, adequate justice facilities, including a jail; and

WHEREAS, the County’s current jail facilities were built in 1955; and

WHEREAS, due to the deteriorating conditions of the County’s current jail facilities and the jail’s inability to meet State standards, the jail was closed in March of 2019 and remains closed, with inmates being housed in neighboring counties; and

WHEREAS, the Lake County Board of County Commissioners determined that building a new Community Justice Center facility, which will include detention, court, and law enforcement facilities, will promote safety, efficiency, and fairness for Lake County residents; and

WHEREAS, the City desires to make a financial contribution for the construction of the new Community Justice Center and use the Justice Center once it is built to house, at a minimum, the City’s municipal court and police department facilities; and

WHEREAS, City Council finds that it is in the best interests of the public health, safety and welfare to authorize a financial contribution toward the construction of the Community Justice Center and authorize City staff to negotiate an intergovernmental agreement with Lake County that sets forth the rights and obligations of the City concerning the financial contribution for and use of the Community Justice Center, which agreement must include the terms and conditions set forth in the Term Sheet attached to this Resolution as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated by reference as findings and determinations of City Council.

Section 2. **Financial Contribution.** The City Council hereby authorizes a financial contribution by the City for the Community Justice Center in an amount not to exceed Five Million Dollars and No Cents (\$5,000,000.00), which shall be paid to the County in a combination of an upfront contribution and installment payments or just installment payments over the term of the County’s Certificate of Participation, subject to annual appropriation by the City. The City’s annual installment payment shall be calculated using the same interest rate and payment duration as the County’s Certificate of Participation terms.

Section 3. **Intergovernmental Agreement.** The City Council further authorizes City staff and the City Attorney to negotiate an intergovernmental agreement with Lake County concerning the City's financial contribution toward the construction of the Community Justice Center as set forth in this Resolution and the rights and obligations regarding the City's use of the Justice Center for, at a minimum, its municipal court and police department facilities once the Justice Center is constructed. Such intergovernmental agreement shall incorporate the terms and conditions of the Term Sheet attached hereto as **Exhibit 1**. Council directs City staff to bring the negotiated intergovernmental agreement back to City Council for consideration and approval prior to the City's execution of the agreement.

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

**ADOPTED this 5th day of July 2022 by a vote of ___ in favor, ___ against,
___ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1
COMMUNITY JUSTICE CENTER TERM SHEET

(see attached document)

**Term Sheet for the Intergovernmental Agreement
between the City of Leadville and Lake County regarding the
Construction and Operation of the Community Justice Center**

Leadville City Administrator Laurie Simonson on behalf of the City of Leadville (“City”) and Lake County Commissioner Jeff Feidler on behalf of Lake County (“County”), in consultation with the respective legal counsel for the City and County, have developed the following general terms (“Term Sheet”) to be included in the future intergovernmental agreement (“IGA”) between the City and the County regarding the construction and operation of the future Community Justice Center (“CJC”). The purpose of this Term Sheet is to outline some of the key elements of the City-County IGA, recognizing that the full IGA will be negotiated in the future and will include additional terms but that a City vote regarding its inclusion in the Community Justice Center requires some clarity on key IGA terms.

Construction capital:

1. The City will commit to a contribution of five million dollars towards the construction capital of the CJC;
2. The City’s commitment to construction capital will be capped at five million dollars;
3. The County will assume the risk of increased construction capital costs by way of guaranteeing the City’s cap on capital contribution and guarantee that the City will have no additional capital costs above five million dollars;
4. The County will secure the funding for the construction through a Certificate of Participation (“COP”);
5. The City will not be a party to the COP;
6. The City’s contribution can be a combination of upfront funds and an annual installment payment or just an annual installment payment;
 - a. The annual payment amount will be comprised of the City’s contribution remainder amount (five million dollars minus any upfront contribution) divided by the term length of the County’s COP plus interest at the rate of the County’s COP;
 - b. The City’s annual installment payment shall be calculated by using the same interest rate and payment duration as the County’s COP terms.
7. By way of its contribution, the City is not purchasing any part of the building.

Operating costs:

1. The operating costs of the CJC are to be determined;
2. The City's contribution towards the operating costs will be capped at 11% of the actual total operating costs;
 - a. Operating costs could include maintenance, janitorial, security, snow removal, and renovation;
 - b. Operating costs could also include a set bed count allotted to the City at the jail.
3. The City's contribution towards operating costs will continue as long as the City occupies its portion of the CJC.

Space Allocation:

1. The Police Department will be allocated 2,108 net (2,740 gross) square feet of the CJC as core designated space. The municipal court will have shared courtroom space as core designated space. This is the City's core designated space;
2. The County will guarantee that there will be no cuts to the City's core designated space;
3. This guarantee will not apply to shared space which may be reduced as budget constraints impact space decisions (lockers/restrooms/breakroom/training room/exercise/etc.);
4. The City may opt to increase its financial contribution to increase specific spaces, in a mutually agreed IGA amendment.

Executive Committee:

1. City will be allotted two seats on the CJC Executive Committee;
 - a. These seats could be allotted to the Police Chief and City Administrator;
 - b. These seats will give the City a role in decisions regarding the construction of the CJC including decisions on space and cost.
2. The Executive Committee will be a decision-making body regarding routine design decisions and a recommending body to the County Commissioners regarding larger decisions. The Executive Committee will seek to make decisions by consensus, and

otherwise may make recommendations to the County which, as the building owner, by necessity retains final decision-making authority.

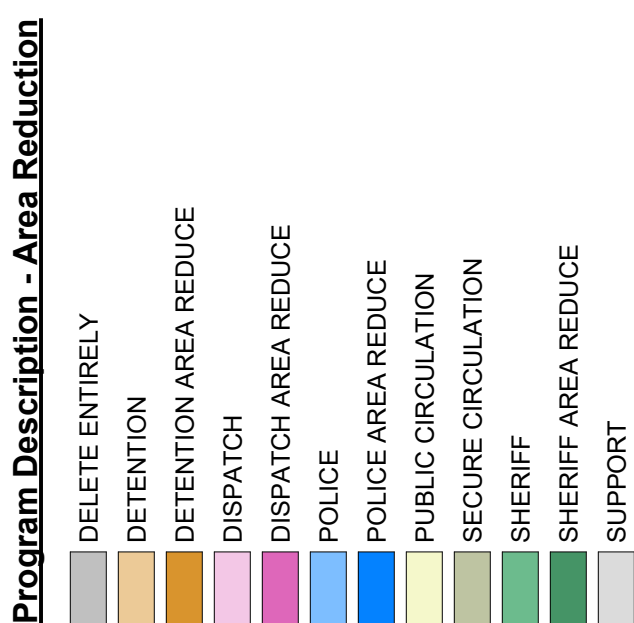
Default or Termination Provisions:

1. The City will make an earnest money deposit of \$100,000 which will be applied to its contribution and which the City will forfeit if it withdraws from the CJC after any vote by the City Council to participate in the CJC.

400 - PUBLIC LOBBY, SHERIFF, POLICE - OPS SUPPORT Administration							
No.	Space Description	Type	Qty	Space Standard	Net SF	Area Reductions to get to 50,000 sf 6/29/22	Remarks
410	Public Lobby & Visiting						
.01	Public Lobby/Waiting Area		1	427	427	427	Shared lobby w/Courts and waiting for 10. Includes service counter w/ window/ Kiosk/ ATM/ Public telephone/ Metal Detector/Secured package mail slot for parcel delivery
.02	Public Toilets		2	57	114	114	Uni-Sex/accessible
.03	Non-Contact Visitation - (Public)		2	41	82	82	(2) Non-Contact visiting windows total (1) ADA
.04	Non-Contact Visitation-ADA		0	0	0	0	Accessible includes telephone for attorney use
.05	Video Visit Kiosk		0	0	0	0	
.06	Janitor's Closet		0	0	0	0	
TOTAL NET SQUARE FEET					623	623	
DEPARTMENT GROSS FACTOR @ 30%					187	187	
SUBTOTAL DEPARTMENT GROSS FACTOR (DGSF)					810	810	
420	Sheriff Admin Suite						
.01	Admin Workstation	WS	1	109	109	109	
.02	Sheriff's Office	PO	1	249	249	199	Accommodates 4 to 6 visitors w/small round table
.001	Toilet Room		0	0	0	0	
.03	Undersheriff's Office	PO	1	189	189	149	Accommodates up to 3 visitors
.04	Small Conference Room		0	0	0	0	Could be shared with Leadville PD
.05	Sallyport		0	0	0	0	Entering Inside Security
.06	Armory		1	117	117	117	
TOTAL NET SQUARE FEET					664	574	
DEPARTMENT GROSS FACTOR 30%					199	172	
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					863	746	
430	Business & Civil Services						
.01	Live Scan		0	0	0	0	
.02	Records/Storage		1	242	242	242	
.03	Purchasing Office	PO	0	0	0	0	
.04	Business Services Office	PO	1	143	143	143	
.05	Admin	WS	0	0	0	0	
.06	Locked Evidence Storage		1	415	415	415	
TOTAL NET SQUARE FEET					800	800	
DEPARTMENT GROSS FACTOR 30%					240	240	
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					1,040	1,040	
440	Sheriff Patrol/Detective Division						
.01	Patrol Office	PO	2	139	278	238	
.02	Patrol Office	PO	1	142	142	120	
.03	Patrol Workstation	WS	0	0	0	0	Shared workstation to complete reports
.04	Detective Office	PO	1	97	97	97	
.05	Detective Office	PO	1	97	97	97	
.06	Detective Office	PO	1	144	144	120	
.07	Interview Room		0	0	0	0	
TOTAL NET SQUARE FEET					758	672	
DEPARTMENT GROSS FACTOR 30%					227	202	
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					985	874	
450	Police Department						
.01	Admin Workstation	WS	1	179	179	179	
.02	Police Chief Office	PO	1	248	248	198	Accommodates 4 to 6 visitors w/small round table
.001	Toilet Room		0	0	0	0	
.03	Lieutenant Office	PO	1	145	145	120	
.04	Sergeant Office	PO	1	207	207	207	Shared Office Space for 2 Staff
.05	Code Enforcement Officer	WS	1	145	145	125	
.06	Patrol Officers	WS	1	385	385	385	
.07	Open Workstations	WS	0	0	0	0	
.08	Small Conference Room		0	0	0	0	Seating For 12, could be shared with Sheriff
.09	Records Storage		1	185	185	185	
.10	Locked Evidence Processing Storage		1	337	337	337	
.11	Bike Storage		1	105	105	105	
.12	Comm. Services Officers		1	197	197	197	
.13	Armory		1	70	70	70	

400 - PUBLIC LOBBY, SHERIFF, POLICE - OPS SUPPORT						
Administration						
No.	Space Description	Type	Qty	Space Standard	Net SF	Area Reductions to get to 50,000 sf 6/29/22
TOTAL NET SQUARE FEET					2,203	2,108
DEPARTMENT GROSS FACTOR 30%					661	632
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					2,864	2,740
460	Dispatch					
.01	Dispatch Workstations		1	560	560	560
.02	Staff Restroom		1	49	49	49
.03	Office	PO	1	129	129	129
.04	Small Conference Room		1	189	189	189
.05	Breakroom		1	92	92	92
.06	Storage		0	0	0	0
.07	Tel/ Data Room		3	66	198	198
.08	OEM		1	129	129	129
TOTAL NET SQUARE FEET					1,346	1,346
DEPARTMENT GROSS FACTOR 10%					135	135
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					1,481	1,481
470	Shared Staff Support					
.01	Work/Copy/Storage		0	0	0	0
.02	Break Area		1	298	298	298
.03	Large Conference/Staff Training/Briefing Room		1	442	442	442
.04	Interview Room		2	69	138	138
.001	Viewing Room		1	59	59	59
.05	Storage		1	512	512	512
.06	Armory / Munitions Storage		0	0	0	0
.07	Male Locker Room		1	402	402	402
.001	Toilet		0	0	0	0
.002	Shower		2	45	90	90
.08	Female Locker Room		0	0	0	0
.001	Toilet		0	0	0	0
.002	Shower		0	0	0	0
.09	Reception		1	110	110	110
.10	Toilet Room		4	34	136	136
.11	Exercise		1	216	216	0
.12	Work		1	130	130	130
TOTAL NET SQUARE FEET					2,533	2,317
DEPARTMENT GROSS FACTOR 14%					355	324
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					2,888	2,641
JAIL ADMINISTRATION/OPERATIONS						
480	Inside Security					
.01	Jail Staff	PO	1	102	102	102
.02	Jail Staff	PO	1	239	239	239
.03	Staff Toilet		0	0	0	0
.04	I.T. Closet		0	0	0	0
.05	Sallyport		1	80	80	80
.06	Central Control		1	144	144	144
.001	Staff Toilet		0	0	0	0
.002	Security Electronic Closet		0	0	0	0
.003	Files Storage		0	0	0	0
490	Inmate Visitation					
.07	Visitors Sallyport		1	70	70	70
.08	Family Reunification Room		0	0	0	0
.09	Inmate Visitation		2	41	82	82
.10	Inmate Visitation ADA		0	0	0	0
TOTAL NET SQUARE FEET					717	717
DEPARTMENT GROSS FACTOR @ 30%					215	215

400 - PUBLIC LOBBY, SHERIFF, POLICE - OPS SUPPORT Administration						
No.	Space Description	Type	Qty	Space Standard	Net SF	Area Reductions to get to 50,000 sf 6/29/22
SUBTOTAL DEPARTMENT GROSS FACTOR (DGSF)					932	932
TOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)					11,863	11,264



Space reductions from LE/ Jail to match Excel spreadsheet 06.29.2022



AGENDA ITEM # 9.C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 5, 2022

SUBJECT: Resolution 32, Series of 2022: A Resolution Approving a Services Agreement with Jim Schneider for Street Department Management Services

PRESENTED BY: City Administrator – Laurie Simonson

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Staff requests that council approve a services agreement with former Street Department Manager Jim Schneider while the City of Leadville goes through the transition of hiring a new Street Department Manager and/or additional staff.

II. BACKGROUND INFORMATION:

The City of Leadville has been without a Street Department Manager since June 15, 2022. Jim Schneider previously served as the City's Street Department Manager for nine years.

The services agreement provides for continued management of the City of Leadville's Street Department. Mr. Schneider has extensive knowledge regarding the roles and duties of a Street Department Manager with the City of Leadville. His expected services are more fully described in Mr. Schneider's proposed scope of work attached as Exhibit A to the services agreement.

III. FISCAL IMPACTS:

The fiscal impact of this resolution will be approximately \$34,800 (\$50 per hour at 29 hours per week for an estimated six months). The loss of the Street Department Manager and associated benefits for that position should help off-set the cost for these contracted services.

IV. LEGAL ISSUES:

This resolution creates a legal contract between the City and Mr. Schneider.

V. STAFF RECOMMENDATION:

Staff recommends that council approve Resolution 32, Series pf 2022 and approve the services agreement with Mr. Schneider. The experience and knowledge from Mr. Schneider are essential for a smooth transition for the City of Leadville and its staff.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

1. Adopt the Resolution.
2. Adopt the Resolution with amendments.
3. Table the Resolution for further discussion and consideration.

VII. PROPOSED MOTION:

"I move to approve Resolution 32, Series of 2022, a Resolution Approving a Services Agreement with Jim Schneider for Street Department Management Services."

VIII. ATTACHMENTS:

- Resolution 32, Series of 2022
- Services Agreement

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 32
SERIES OF 2022**

**A RESOLUTION APPROVING A SERVICES AGREEMENT WITH JIM
SCHNEITER FOR STREET DEPARTMENT MANAGEMENT SERVICES**

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, as of June 15, 2022 the City of Leadville is without a Street Department Manager; and

WHEREAS, Jim Schneider, who is Leadville’s former Street Department Manager, is willing and available to come back to work for the City on a temporary basis in the capacity of an independent contractor to oversee the operations of the Street Department (the “Services”) while the City seeks a qualified candidate to permanently fill the position; and

WHEREAS, Mr. Schneider has extensive knowledge regarding the roles and duties of the Street Department Manager with the City of Leadville and is qualified to provide the Services; and

WHEREAS, the City Council desires to approve a services agreement (“Agreement”) with Mr. Schneider so that Mr. Schneider may provide the Services, as more particularly described in the Services Agreement attached to this Resolution as **Exhibit 1**, to the City.

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

Section 1. The Leadville City Council hereby: (1) approves the Agreement between the City and Jim Schneider in substantially the same form attached to this Resolution as **Exhibit 1** for an amount not to exceed **Thirty-Four Thousand Eight Hundred Dollars and No Cents (\$34,800.00)**; (2) authorizes the City Attorney, in consultation with the City Administrator, to make such changes to the Agreement as may be necessary that do not materially increase the obligations of the City; and (3) authorizes the Mayor to execute and the Deputy City Clerk to attest to the Agreement on behalf of the City when in final form.

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

**ADOPTED this 5th day of July 2022 by a vote of ____ in favor and ____ against,
and ____ abstaining.**

CITY OF LEADVILLE, COLORADO:

By: _____
Greg Labbe, Mayor

ATTEST:

Mayda Silver, Deputy City Clerk

EXHIBIT 1
SERVICES AGREEMENT

[See attached contract]

**City of Leadville, Colorado
SERVICES AGREEMENT**

Service: Street Department Management

THIS SERVICES AGREEMENT (“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 Jim Schneider, whose address is 76 Stargazer Circle, Leadville, Colorado 80461 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

For the consideration set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

I. SERVICES

A. Description. The Contractor shall provide management services for the City’s Street Department (“Services”), which are more fully described in Contractor’s proposal attached to this Agreement as Exhibit A. Exhibit A is incorporated into this Agreement by this reference.

B. Time and Location. Contractor’s hours will be as follows. The location will be the City street department buildings or streets.

1. Mondays from 5:00 am – 7:00 am
2. Tuesdays from 5:00 am – 5:00 pm
3. Wednesdays from 5:00 am – 7:00 am
4. Thursdays from 5:00 am – 5:00 pm
5. Fridays from 5:00 am – 6:00 am
6. Saturdays on call as needed
7. Sundays on call as needed

C. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate on **November 1, 2022**. The Parties may mutually agree to extend the term of this Agreement in writing pursuant to the amendment provisions of this Agreement. Either the City or the Contractor may terminate this Agreement by providing the other party with advance written notice of termination. Such notice of termination shall state the date on which the Services shall terminate, which shall be no sooner than thirty (30) days following the date of the notice of termination. Within thirty (30) days of the date of termination, Contractor may submit a final invoice for all unpaid Services completed pursuant to this Agreement prior to the date of termination. The City will pay such final invoice within thirty (30) days of the date of

the City's receipt of the final invoice. The City shall not be obligated to pay any invoice submitted by Contractor more than thirty (30) days after the date of termination.

II. COMPENSATION

A. Payment. In consideration for performance of the Services by the Contractor, the City shall pay Contractor at a rate of fifty dollars and no cents (\$50.00) an hour and the total of such payments by the City shall not exceed **Thirty-Four Thousand Eight Hundred Dollars and No Cents (\$34,800.00)**.

B. Method of Payment. Contractor may invoice the City no more often than monthly for Services completed. The City shall pay each invoice within thirty (30) days of the City's receipt of the invoice unless the Parties agree upon another time period in writing. Notwithstanding the foregoing, upon termination of this Agreement by one or both parties, the City shall pay the final invoice pursuant to Section I of this Agreement. All payments under this Agreement shall be by check.

C. Other Expenses. Any fee, cost, charge, or expense incurred by Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by Contractor and shall not be billed or invoiced to the City and shall not be paid by the City. Any unforeseeable expenses that should be paid by the City will be coordinated with the City Administrator to be purchased for use by Contractor.

III. INSURANCE

Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by Contractor to be sufficient to meet or exceed Contractor's minimum statutory and legal obligations arising under this Agreement. Such insurance shall name the City as a Certificate Holder. Contractor shall provide the City with a certificate of insurance prior to the commencement of the services under this Agreement, and Contractor shall provide the City a copy of such insurance policy or policies upon request by the City. Contractor understands and agrees that the City's insurance does not provide coverage for Contractor. Contractor's failure to obtain or maintain Contractor's own policies of insurance for the duration of this Agreement and for any travel or other activities related to the Services shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance under this Agreement.

IV. INDEMNIFICATION

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.

V. MISCELLANEOUS

A. **Independent Contractor.** Contractor understands and agrees that Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. Contractor acknowledges that it is not on City's payroll or social security or tax withholding rolls. 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 an employee of City for any purposes. 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 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.

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

C. **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.

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 to a Party or sent via pre-paid, first class United States Mail, to the Party at the applicable address set forth on the first page of this Agreement.

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 shall remain in full force and effect.

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

G. **Rights and Remedies.** Any 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.

H. **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 V shall not authorize assignment.

I. 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.

J. 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, including but not limited to the following provisions: Sections IV (Indemnification) and V (A) (Independent Contractor), (B) (Governing Law and Venue), (G) (Rights and Remedies) and (K) (Attorneys' Fees).

K. Attorneys' Fees. If 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.

L. 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 in this Agreement shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

M. 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.

N. Force Majeure. Neither 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.

O. 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.

P. 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 Contractor and bind their respective entities.

Q. 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 page follows]

THIS AGREEMENT is executed and made effective as provided below.

**CITY OF LEADVILLE,
COLORADO:**

CONTRACTOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of execution: _____

Date of execution: _____

ATTEST:

Deputy City Clerk

STATE OF COLORADO)
COUNTY OF LAKE) ss.

The foregoing Services Agreement was acknowledged before me this ____ day of _____, 2022, by Jim Schneider.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
SCOPE OF WORK

- Manage the daily operations and personnel of the Street Department
- Monitor the City streets for problem areas and address as necessary
- Make sure all bills are turned into the finance department for payment in a timely manner
- Make sure timecards are filled out correctly and turned in to the finance department in a timely manner
- Record a daily log of what was done for the day for the monthly department report
- Other Street Department duties assigned or identified, as needed



AGENDA ITEM #9D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: July 5, 2022

SUBJECT: Resolution No. 33, Series of 2022, A Resolution Creating the Position of Human Resources Director and Risk Manager

PRESENTED BY: Laurie Simonson, City Administrator

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 33, Series of 2022, A Resolution Creating the Position of Human Resources Director and Risk Manager.

II. BACKGROUND INFORMATION:

The City of Leadville is in need of a Human Resources Director and Risk Manager. Currently, the city's human resource duties are being performed by the City's Finance Director. These duties are in addition to the Finance Director's regular scope of duties. Because of this, the Finance Director's workload is excessive. Also, the city currently has no personnel to perform any risk management duties and so the city's human resources and risk management needs exceed the capacity of the city's current employees. Therefore, staff requests that council authorize creating the position of Human Resources Director and Risk Manager.

The Human Resource Director and Risk Manager will be the primary staff person within the city responsible for city classification, compensation, employee relations, policy and procedure matters, recruitment and selection, staff development, risk management, workers' compensation, safety, and training. The Director will oversee, develop, and execute the city's human resources, compensation, risk management, and workers' compensation programs. This

position will report to the City Administrator and will work closely with the City Council and other members of the small administrative team at the city.

III. FISCAL IMPACTS:

The fiscal impact of this position includes the annual salary and benefits. The salary range for this position is \$50,000 - \$70,000. This salary is comparable to salaries offered in similar communities and with the planned salary for the County's Human Resources Director position. This cost will be slightly off-set by a reduction in the city's general and worker's compensation insurance premiums as a result of the city having a Risk Manager.

IV. LEGAL ISSUES:

Pursuant to Section 2.44.020 of the Leadville Municipal Code, the City Council of the City of Leadville is authorized to create employee positions as Council deems necessary for the proper operation of City government and may authorize the filling of those positions. The City Administrator is authorized to recommend the creation of employee positions to the City Council pursuant to Section 2.56.030 of the Leadville Municipal Code. City Attorney Christiana McCormick has not identified any legal issues with the creation of this position.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 33, Series of 2022, A Resolution Creating the Position of Human Resources Director and Risk Manager.

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. 33, Series of 2022, A Resolution Creating the Position of Human Resources Director and Risk Manager."

IX. ATTACHMENTS:

1. Resolution No. 33, Series of 2022, A Resolution Creating the Position of Human Resources Director and Risk Manager
2. Human Resources Director and Risk Manager Position Description

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 33
SERIES OF 2022**

**A RESOLUTION CREATING THE POSITION OF HUMAN RESOURCES DIRECTOR AND
RISK MANAGER**

WHEREAS, pursuant to Section 2.44.020 of the Leadville Municipal Code, the City Council of the City of Leadville ("City") is authorized to create employee positions as Council deems necessary for the proper operation of City government and may authorize the filling of those positions; and

WHEREAS, the City Administrator is authorized to recommend the creation of employee positions to the City Council pursuant to Section 2.56.030 of the Leadville Municipal Code; and

WHEREAS, the City Administrator has analyzed the needs of the City and recommends that City Council create the position of Human Resources Director and Risk Manager with the responsibilities and job duties as outlined in the job description attached hereto as **Exhibit 1**; and

WHEREAS, the City Council has reviewed the attached job description and recommendation of the City Administrator and has determined that the creation of a Human Resources Director and Risk Manager position is necessary for the proper operation of the City's government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 2. **Creation of Employee Position.** The City Council hereby:

- (a) creates the position of Human Resources Director and Risk Manager with substantially the same responsibilities and job duties shown in the job description attached hereto as **Exhibit 1**;
- (b) authorizes the City Administrator to fill such position in accordance with applicable laws; and
- (c) authorizes the City Administrator to amend the attached job description as necessary, prior to advertising and hiring for the position, to meet the needs of the City and ensure its proper operation.

Section 3. **Effective Date.** This Resolution shall be effective upon its adoption by City Council.

**ADOPTED this 5th day of July 2022 by a vote of ____ in favor, ____ against,
____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1
JOB DESCRIPTION FOR HUMAN RESOURCES DIRECTOR

CITY OF LEADVILLE, COLORADO
HUMAN RESOURCES DIRECTOR AND RISK MANAGER

FLSA STATUS:	EXEMPT	SUPERVISOR:	CITY ADMINISTRATOR
DEPARTMENT:	ADMINISTRATION	REVISION DATE:	07-01-22

Reports To:

City Administrator

Job Definition:

The Human Resources Director and Risk Manager is responsible for leadership, strategic direction and oversight of all functions of the city's Human Resources Department, including the Risk Management Division. This position reports to the City Administrator and carries out city and council goals and directives, developing internal policy and guiding interdepartmental initiatives. This position works closely with the other members of the small administrative team at the city.

Essential Duties:

The following duties **are not** intended to serve as a comprehensive list of all duties performed by this position. The duties below are intended to provide a representative summary of the major duties and responsibilities.

- Organizes and directs the activities of the Human Resources Department in a manner that optimizes the use of financial, physical and human resources in accomplishing assigned functions and achieving city objectives.
- Recommends policies for adoption by the City Council. Oversees development and implementation of policies and procedures and applies them consistently throughout the organization. Implements compliance with numerous laws, such as, but not limited to, the FLSA, ADA, Civil Rights Act, etc.
- Ensures the development, implementation and administration of compensation and benefits programs and policies according to legal plan documents, organizational philosophies and recognized human resource standards.
- Ensures the design, delivery and evaluation of comprehensive training and development programs and skill development workshops in response to business needs.
- Provides direction, oversight and support to the Risk Management Division and its collective policies, procedures and programs.
- Establishes and administers employee relations programs and support systems designed to increase equity, improve quality of work life and limit potential sources of employee conflicts and grievances; develops and implements dispute resolution systems, exit interviews, wellness programs, and reward and recognition programs.

CITY OF LEADVILLE, COLORADO
HUMAN RESOURCES DIRECTOR AND RISK MANAGER

- Directs human resource functions. Recommends staffing, hiring criteria, testing, training, performance standards, and disciplinary actions/recognition of all personnel.
- Provides leadership and direction in the development of short and long range goals, plans and organizational initiatives.
- Provides excellent customer service; communicates courteously and responsibly; provides effective and efficient service both internally and externally.
- Establishes and maintains a working environment conducive to positive morale, individual style, quality, creativity, and teamwork.
- Provides professional advice on human resource management issues to the departments. Works with all employees on numerous aspects of employment.
- Presents departmental issues and recommendations on major issues requiring policy direction to the City Council.
- Prepares and administers the departmental budget. Ensures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Ensures that all records are maintained, distributed and retained as required based on all applicable laws and established human resource standards.
- Directs the development, administration and evaluation of wage and benefit surveys to determine a competitive compensation plan and benefit structure; monitors and reports consumer price index impact in cost-of-living adjustments.
- Represents the city at personnel related hearings and investigations.
- Directs preparation and distribution of written and verbal information to inform employees of benefits programs such as insurance plans, retirement plans, paid time off, bonus pay, and special employer sponsored activities.
- Analyzes existing benefits policies of organization, and prevailing practices among similar organizations, to establish competitive benefits programs.
- Acts as Retirement Plan Administrator, consulting with the City Administrator as the need for changes arise.
- Writes directives advising department managers of local, state, and federal policy regarding equal employment opportunities, compensation, and employee benefits.
- Serves as the city's Americans with Disabilities Act coordinator.
- Develops and maintains a human resources system that meets top management information needs.
- Acts as Privacy Officer, overseeing all ongoing activities related to the development,

CITY OF LEADVILLE, COLORADO
HUMAN RESOURCES DIRECTOR AND RISK MANAGER

implementation, maintenance of, and adherence to the organization's policies and procedures covering the privacy of, and access to, protected health information in compliance with federal and state laws and the city's information privacy practices.

- Evaluates services, coverage, and options available through insurance and investment companies to determine programs best meeting needs of organization.

Additional Duties:

- Grant writing and grant management.
- City communications.
- Perform related work and support for the city's Administration Department as required and assigned.

Supervision Exercised:

No supervisory responsibilities.

Independence of Action:

Work is performed in accordance with legal requirements, standard practices and methods requiring initiative to complete recurring assignments independently and judgment to determine which of many methods are applicable in any given situation.

Communication/Working Relationships:

Strong written and verbal communication skills with the ability to effectively communicate and interact with all levels of the city, outside agencies, and the general public in a positive and cooperative manner. Maintain strong working relationships with City Councilmembers, City Administrator, Finance Director, Department Heads, Lake County and outside agencies.

Knowledge, Skills and Abilities:

- Excellent written and verbal communication skills
- Strong interpersonal skills and ability to establish effective working relationships with co-workers, elected officials and the general public
- Ability to work independently, pay close attention to detail, and manage multiple reports, documents, and deadlines effectively
- Innovative, collaborative, organized, self-motivated
- Ability to properly operate or use: computer (Google, Microsoft Office software), telephone, copier, calculator, audio and video recording devices, and other office equipment.

CITY OF LEADVILLE, COLORADO
HUMAN RESOURCES DIRECTOR AND RISK MANAGER

- Ability to respond effectively to sensitive inquiries or complaints and provide excellent customer service.
- Ability to creatively problem-solve to address vaguely defined issues.
- Ability to work on several projects or issues simultaneously.
- Ability to work independently or in a team environment as needed.
- Ability to attend government meeting that may take place after normal business hours.

Qualifications:

Minimum Education: Bachelor's degree in human resources, public administration, business management or a closely related field. Three to five (3-5) years of human resources generalist experience. Experience in a management/supervisory role in a human resources department is preferred. SPHR or SHRM-SCP certification highly desired.

Job Requirements: Valid Colorado Driver's License.

Language Skills: Ability to read, write and speak English fluently. Ability to respond to employees, customers, regulatory agencies or authorities, or members of the local business community. Ability to create and present oral presentations to a variety of audiences including city staff, the community, and City Council. Bi-lingual Spanish speaking skills are preferred.

Physical Demands and Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

The position is primarily administrative in nature, working indoors, completing tasks such as reading and reviewing reports, papers and other documents, typing, filing, writing reports, correspondence and other documents. This portion of the job will require sitting, walking, bending, kneeling, standing, hearing, speaking and lifting boxes up to 20 pounds occasionally. Specific vision abilities required by this position include close, distance, and the ability to adjust focus.

Frequency Guide			
Rarely (R)	Occasionally (O)	Frequently (F)	Constantly (C)
Less than - 5%	6 – 30%	31% - 70%	Over 70%
Physical Task	Frequency	Physical Surroundings	Frequency
Sitting	F	Extreme Temperatures	R
Standing	F	Inside Work	C
Walking	F	Outside Work	R
Running	R	Walking on uneven surfaces	R
Stooping	O	Working at height	R

CITY OF LEADVILLE, COLORADO
HUMAN RESOURCES DIRECTOR AND RISK MANAGER

Kneeling	O	Other:	
Squatting	O		
Climbing	R	Environmental Conditions	
Balancing	O	Exposure to Chemicals	R
Reaching	O	Exposure to Gases/Fumes/Dust	R
Grasping	C	High Noise Levels	R
Fingering	C	Moderate Noise Levels	O
Handling	C	Vibrations	R
Visual Acuity Near	F	Work in Traffic	R
Visual Acuity Far	O	Local Travel	F
Depth Perception	R	Out of Town Travel	O
Color Discrimination	R	Other:	
Peripheral Vision	O		
Talking	C		
Hearing	C		
Light/Power Equipment Ops	R	Weight of Objects Moved	
Heavy Equipment Operation	R	Over 100 pounds	R
Other:		Over 50 Pounds	R
		Over 10 pounds	O

Compensation:

The Human Resources Director and Risk Manager position is a full-time position and requires a minimum of 40 office hours a week including attendance at public meetings (including evenings). The pay range is \$50,000 - \$70,000.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Jul 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4	5	6	7	8	9
1pm - BOCC		6pm - Regular CC Mtg	5pm - Sanitation			
10	11	12	13	14	15	16
		4pm - HPC Meeting @ 4pm - LURA Regular	9am - Court 6pm - P&Z Meeting @	5:15pm - Parkville Water		
17	18	19	20	21	22	23
	1pm - BOCC @ 500	8:30am - Tourism Panel 6pm - Regular CC Mtg @				
24	25	26	27	28	29	30
		4pm - HPC - Regular Mtg	6pm - P&Z Meeting @			
31	1	2	3	4	5	6
	1pm - BOCC	6pm - Regular CC Mtg	5pm - Sanitation			

Aug 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1 1pm - BOCC	2 6pm - Regular CC Mtg	3 5pm - Sanitation	4	5	6
7	8	9 4pm - HPC Meeting @ 4pm - LURA Regular	10 9am - Court 6pm - CANCELLED - P&Z	11 5:15pm - Parkville Water	12	13
14	15 1pm - BOCC @ 500	16 8:30am - Tourism Panel 6pm - Regular CC Mtg @	17	18	19	20
21	22	23 4pm - HPC - Regular Mtg	24 6pm - P&Z Meeting @	25	26	27
28	29	30	31	1	2	3

Sep 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
4	5	6	7	8	9	10
	1pm - BOCC	6pm - Regular CC Mtg	5pm - Sanitation	5:15pm - Parkville Water		
11	12	13	14	15	16	17
		4pm - HPC Meeting @ 4pm - LURA Regular	9am - Court 6pm - P&Z Meeting @			
18	19	20	21	22	23	24
	1pm - BOCC @ 500	8:30am - Tourism Panel 6pm - Regular CC Mtg @				
25	26	27	28	29	30	1
		4pm - HPC - Regular Mtg	6pm - P&Z Meeting @			