



CITY OF LEADVILLE

Tuesday, August 2nd, 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

Dial by your location

+1 346 248 7799 US (Houston)

- 6:00 p.m.**
1. **Call to order of Regular Meeting of City Council**
 2. Roll Call
 3. Approval of Agenda
 4. Housekeeping Matters
 5. Public comments about items not on the agenda
Citizens wishing to speak to council on issues not on the agenda are requested to send a message in the chat section or raise your hand in the participants section of Zoom or in person. Staff will call on public in order. Comment is limited to three (3) minutes (not including council questions). Action, if required, will be assigned to city staff. For matters on the agenda public input will be heard prior to a vote being taken on the matter.
- 6:20 p.m.**
6. Approval of the minutes
 - A. Approval of July 19, 2022 Minutes
- 6:25 p.m.**
7. Presentations and Discussions
 - A. Leadville Lake County Economic Development Corporation Main Street-2nd Quarter Update
 - B. City Administrator Report – Laurie Simonson
- 6:45 p.m.**
8. Resolutions and Ordinances
 - A. **Ordinance No. 7, Series of 2022:** An Ordinance Repealing and Reenacting Chapters 15.04, 15.08, and 15.16 of the City of Leadville Municipal Code to Adopt by Reference the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; Making Specific Amendments Thereto; and Providing Penalties for Violations Thereof (Second Reading)

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



- B. **Ordinance No.8, Series of 2022:** An Ordinance Approving a Third Amendment to the Railyard at Leadville Phase 1 Planned Unit Development (Second Reading)
- C. **Resolution No. 34, Series 2022:** A Resolution Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning the Establishment of a Multijurisdictional Housing Authority
- D. **Resolution No. 35, Series 2022:** A Resolution Authorizing the City of Leadville to Enter into A Municipal Lease-Purchase Agreement with Community First National Bank for the Lease and Purchase of One Type 1 Fire Apparatus for the Leadville-Lake County Fire Rescue

8:45 p.m. 9. Public Meetings Planner

10. Mayor's Report

11. Council Reports

9:00 p.m. 12. Adjournment

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



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LEADVILLE, CO 80461

CITY OF LEADVILLE

REGULAR COUNCIL MEETING MINUTES

Tuesday, July 19, 2022

6:00 P.M.

Council Chambers

1. **Call to order** of regular council meeting at 6:03 p.m. in Council Chambers and via Zoom.
2. **Roll call:**
 - a. **Present:** 7- Mayor Labbe, CM Hill, CM Luna-Leal, CM Lauritzen, MPT Greene, CM Grant, and CM Forgensi. CM Greene appeared via Zoom and left at 8:00 pm.
 - b. **Absent:** 0- None

Staff Members Present: Laurie Simonson, Caitlin Kuczko, Dan Dailey, Hal Edwards, Mayda Silver, and Christiana McCormick
3. **Approval of the agenda:** CM Hill **moved** to approve the agenda, and CM Forgensi **seconded**. All present were in favor.
 - a. **Agenda Revisions:** None
4. **Swearing in of New Council Member Shannon Grant:** Municipal Judge Floyd swore in CM Shannon Grant.
5. **Housekeeping Matters:** CM Forgensi spoke about seeing the houses affected by flooding on Toledo Street. Discussion regarding culverts, ditch lines, and other methods of mitigating water flooding in the future. Mayor Labbe spoke about the mobile home parks that need more work. He mentioned that on 7/31/22 the Tabor Opera House will have an event where the City will have tables from 12 pm – 2 pm to inform the public. The dedication to Crossroads Trail happened on July 14th. Excavation for the Visitors' Center for bathrooms starts tomorrow. Pedal for the Park raised \$32k for the park. Judge Floyd and Mayor Labbe spoke with the City Prosecutor regarding problematic dog owners. CM Grant spoke about the success of Music in the Park.
6. **Public comments for items not on the agenda:** Rohn Bertoles spoke about the issues with diagonal parking on West 5th street. Mr. Bertoles also spoke about the Streets Department Interim Supervisor Jim Schneider and whether he has a WC45 or WC43 license. He also questioned why Mr. Schneider is driving a City truck instead of his own. Kristi Garza spoke about her concerns with the Sheriff's office regarding anti-racism, equity, and law enforcement. She mentioned that she has expressed her concerns to the Lake County Board of County Commissioners. She inquired whether the City's Police Department would like to do a coordinated Professional Development with the Sheriff's Office regarding those topics. Ms. Garza also spoke about the recommendations given to Planning and Zoning



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and the capacity issues for the grant. Tim Bergman, Lake County Manager, spoke about the continued vandalism happening in the city including the skate park and Ice Palace Park. Mr. Bergman requested assistance from the city's police department.

7. Approval of Minutes:

- a. CM Luna-Leal **moved** to approve the minutes of 6/21/22; CM Hill **seconded**. CM Forgensi, CM Greene, and CM Grant abstained. All present were in favor.
- b. CM Hill **moved** to approve the minutes of 6/23/22; CM Luna-Leal **seconded**. CM Forgensi, CM Greene, and CM Grant abstained. All present were in favor.
- c. CM Hill **moved** to approve the minutes of 7/5/22; CM Forgensi **seconded**. CM Lauritzen abstained. All present were in favor.

8. Department Reports

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

9. Presentations & Requests:

- A. **City Administrator's Report** – Laurie Simonson updated the City Council regarding the following:
 - a. The City Council has received their new Surfaces. The use of the computers during Council meetings will save staff time and money on paper and toner.
 - b. The City has been approached by people who have lost housing due to Climax's acquisition of the old Community Banks building. The house on 809 Spruce Street may be used by a single family until a Conditional Use Permit is approved.
 - c. City Council will need to set a goal-setting meeting. Council has agreed to set the meeting for a Work Session on 8/30/22.
 - d. The City of Leadville has joined the Colorado Association of Ski Towns. There is a meeting on August 25th and 26th in Salida.
 - e. Laurie is waiting for the salary data from the HR consultant. Colorado Municipal League has released its data.
 - f. E-Bikes on the Mineral Belt: State law states that E-bikes (Classes 1 and 2) are allowed on regular bike paths. Speeding issues will be addressed by the police department.
- B. **Discussion on City Financial Contribution for the Leadville Lake County Regional Housing Authority-**
 - a. Michael Yermann from Southern Colorado Economic Development District presented information regarding the creation of the Leadville Lake County Regional Housing Authority.

CM Luna-Leal moved to approve the City's annual contribution to the Leadville Lake County Regional Housing Authority to be an amount not to exceed \$240, 000 for the 2023 budget. CM Luna-Leal amends the motion to align with the budget presented to City



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Council during the July 19th, 2022 City Council Regular Meeting with the expectation that City Council will revisit the budget in 2024.

CM Hill seconded. Vote was 6-0-0-1.

10. Resolutions & Ordinances:

- A. Ordinance No. 7, Series of 2022: An Ordinance Repealing and Reenacting Chapters 15.04, 15.08, and 15.16 of the City of Leadville Municipal Code to Adopt by Reference the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; Making Specific Amendments Thereto; and Providing Penalties for Violations Thereof (First Reading)**

Mayor Labbe opened the floor for public comment on Ordinance No. 7, Series 2022 (First Reading):

Mr. Craig Boulle spoke about the discrepancy in the International Fire Code and Voice/Alarm Communication System section in the 2012 code. He spoke about how this code requires any Group A occupancy of over 49 to have a Voice/Alarm Evacuation System. However, in another section of the International Fire Code, there is a requirement for occupancy of 1000 or more to have a Voice/Alarm Communication System.

Councilmembers acknowledged the possible discrepancy in the International Fire Code and it will be addressed with Fire Chief Dan Dailey.

CM Forgensi moved to adopt Ordinance No. 7, Series of 2022: An Ordinance Repealing and Reenacting Chapters 15.04, 15.08, and 15.16 of the City of Leadville Municipal Code to Adopt by Reference the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; Making Specific Amendments Thereto; and Providing Penalties for Violations Thereof (First Reading) CM Luna-Leal seconded, Vote was 6-0-0-1.

- B. Ordinance No.8, Series of 2022: An Ordinance Approving a Third Amendment to the Railyard at Leadville Phase 1 Planned Unit Development (First Reading)**

CM Hill moved to adopt Ordinance No.8, Series of 2022: An Ordinance Approving a Third Amendment to the Railyard at Leadville Phase 1 Planned Unit Development (First Reading) CM Luna-Leal seconded. Vote was 6-0-0-1.



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11. Motions:

A. Mid-Year Cost of Living Adjustment

CM Luna-Leal **moved** to approve mid-year cost of living adjustment for city employees under: **Option B** as proposed by Council.

CM Hill **seconded**. **Vote was 6-0-0-1. Motion passed.**

B. Leadville Urban Renewal Authority Budget

CM Hill **moved** to approve the Supplemental Budget for the Leadville Urban Renewal Authority 2022 of \$96,000.

CM Luna-Leal **seconded**; **Vote was 6-0-0-1. Motion passed.**

12. Public Meetings Planner: There are no changes to the Public Meetings Planner.

13. Mayor's Report: Mayor Labbe spoke about the Latino Conservation Week Festival occurring on Friday, July 22 at Mountain View West from 11 am to 2 pm.

14. Council Reports: CM Luna-Leal and CM Forgensi will be absent on the August 2nd Meeting. CM Luna-Leal wanted to inform the Council of his resignation at Full Circle.

Adjournment: 9:55 pm.

APPROVED this 2nd day of August by a vote of ☐ in favor, ☐ against, ☐ abstaining, and ☐ absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk



Leadville Lake County

Economic Development Corporation (LLCEDC)

2022 Quarter 2 Updates

City of Leadville

City Council

July 2022

1. Mission And Vision
2. Board of Directors/Administration
3. Membership
4. Projects
5. Marketing/Communications
6. Sales Tax Data
7. Financials
8. Workforce Data

Mission & Vision

Our Mission

The Leadville Lake County Economic Development Corporation is THE leading catalyst for business success by helping to retain and expand the economic base in Leadville and Lake County. Governed by a Board of Directors elected by its membership, the LLCEDC is committed to assisting the development of a diverse and sustainable economy for all of Leadville Lake County.



Our Vision

We will establish Leadville Lake County as the benchmark for business opportunity in Colorado by being a powerful advocate and providing effective resources to create a thriving environment in which businesses will succeed.



Board of Directors/ Administration

2021 Annual Report

The LLCEDC released its first annual report

1

2

2022 Board Organizational Packet

The LLCEDC released the first digitized Board of Directors onboarding Packet

3

The LLCEDC Board of Directors had vacancies that were filled in Q1 **See the complete BOD list**

4

Staff update: The LLCEDC officially voted Nancy Bailey as Executive Director and promoted Meryl Aune to Communications and Administrative Assistant full time

5

The LLCEDC partnered with Downtown Colorado Inc. (DCI) and held its first Strategic Planning Retreat in over 5 years. **See the Strategic Planning packet. - Pending approval**

2022 LLCEDC Board of Directors

Executive Committee

President

Jason Hall
Alpine Furniture & Gift Shoppe

Vice President

Vacant

Treasurer

Michael Leahey
Evergreen Land Co.

Secretary

Kayla Marcella
Board of County Commissioner
Lake County Government

Legal Counsel

Chris Floyd

Board Of Directors

Ted Green

Blue Flower Candy & Provisions

Heather Lindh

ReMax Aspen Leaf Realty

Brett Antczak

St. Vincent Health

Nell Wareham

Climax Molybdenum/Freeport
McMoRan

Ben Cairns

Colorado Mountain College -
Timberline

Ting Zhu

Mountain Peaks Motel

Tim Hill

City of Leadville Representative

Tracy Purdy

Leadville Chamber of Commerce

Jamie Seiffer

Fun Is Un Ltd

Jeff McGuinness

Silver City Printing & Office Supply

Melissa Kendrick

Kendrick Consulting Inc

Keith Moffett

Community Banks of Colorado

Mary Schroeder

Pueblo Bank and Trust

Matt Westenburg

West Group, PC

Tyrone Rimbort

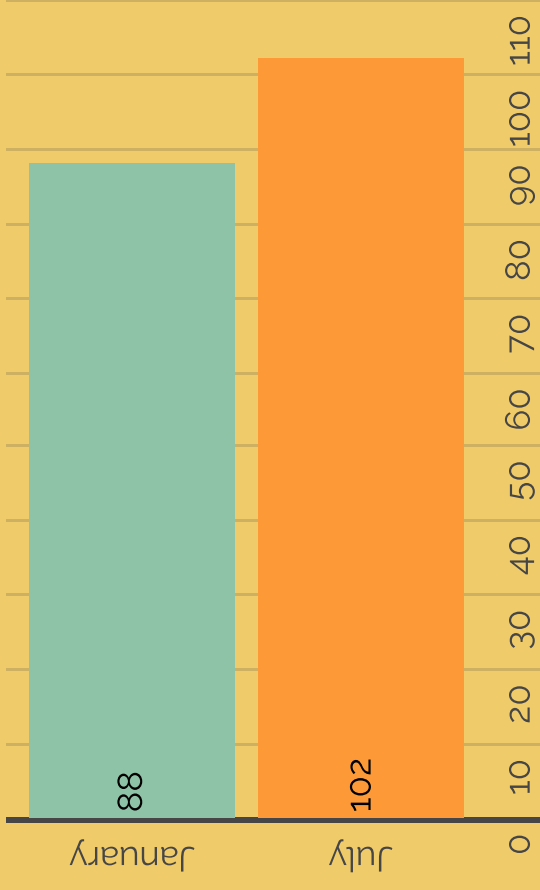
Leadville Trail 100 Legacy Foundation

Membership

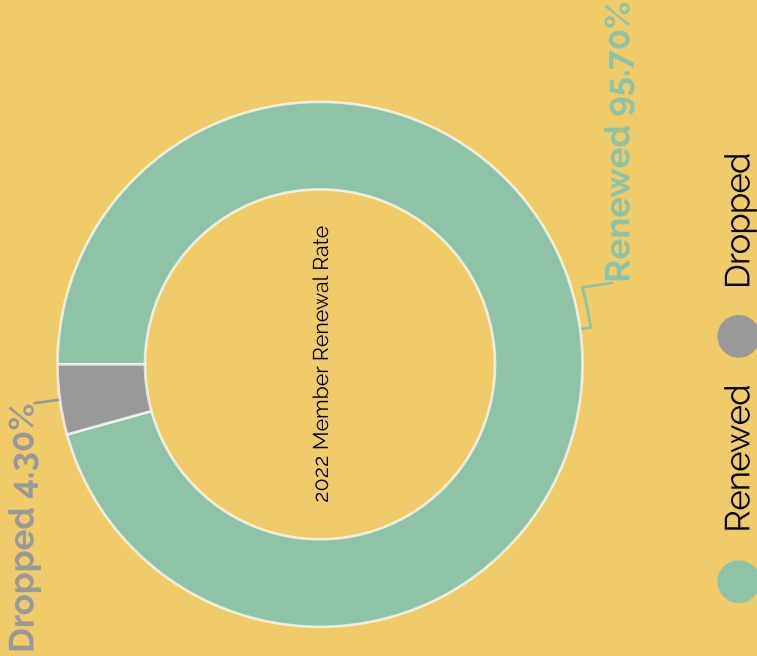
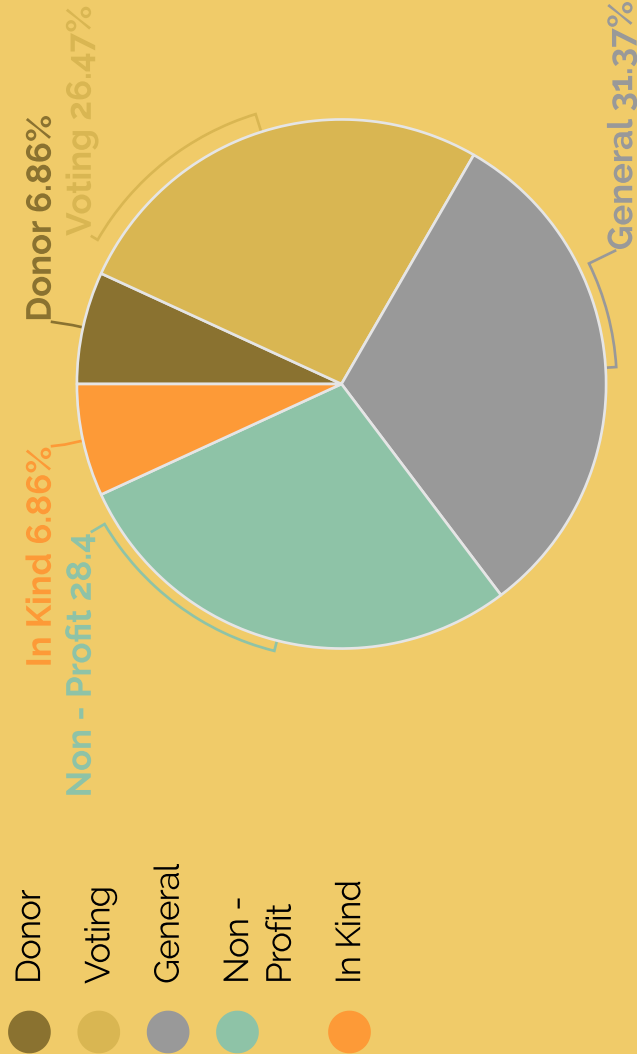
Since January of 2022, the LLCEDC has experienced consistent membership growth, with a 95% renewal rate and 14 new members recruited YTD.

For a complete list of members, click [here](#)

New Member Growth



2022 LLCEDC Members



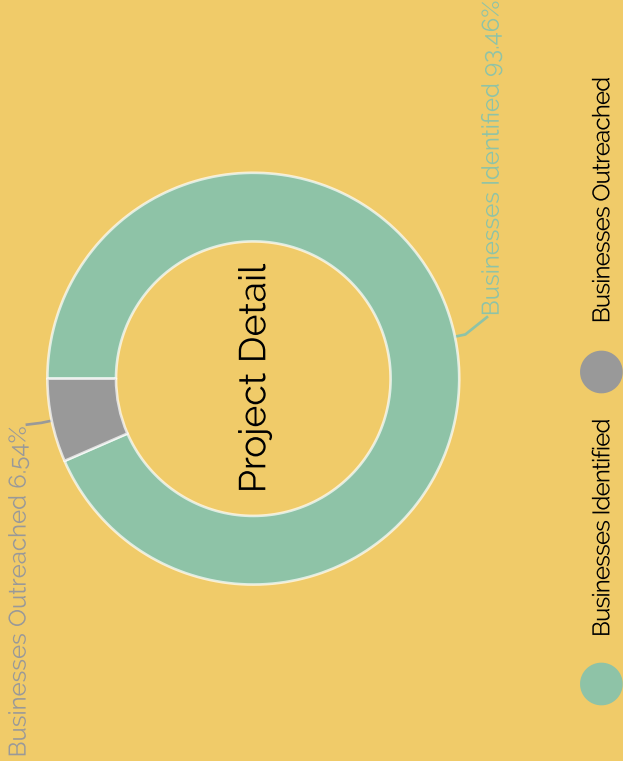
Projects

Business Retention & Expansion

The LLCEDC remains committed to actively meeting with businesses in Leadville and Lake County. In 2021, we performed over 100 business visits with approximately 30 active projects. In 2022, the LLCEDC announced the reactivation of our BR&E Committee. In quarter 1, the LLCEDC Board of Director's voted to hire Judy Green under contract to lead and assist the committee. In quarter 2, and since Green's hire, committee members have begun site visits to local businesses to gain perspective on the needs of Leadville and Lake County business owners. The committee's goal is to reach 500 Lake County Businesses by the end of 2022, and have successfully visited 35 businesses since the committee began on June 15th. See below for progress details.

Overview

BR&E is the one of the main priorities of state and local development professionals. Local businesses have strong community ties, reducing the risk of leaving and BRE programs are often less expensive than business attraction, yielding more jobs on average.



BR&E Purpose

The LLCEDC BR&E Program provides confidential, one on one, business consulting to businesses and key industries in Lake County to overcome challenges and identify meaningful solutions with the focus on attracting and retaining jobs in our community. A formal BR&E program identifies the hurdles and challenges facing local businesses and provides assistance to address those issues. Technical assistance provided through a BR&E program can help a business:

- Increase competitiveness in the wider marketplace
- Assist with expansions that add new jobs
- Keep from relocating to other areas
- Help survive economic difficulties
- Connect to networks

Projects

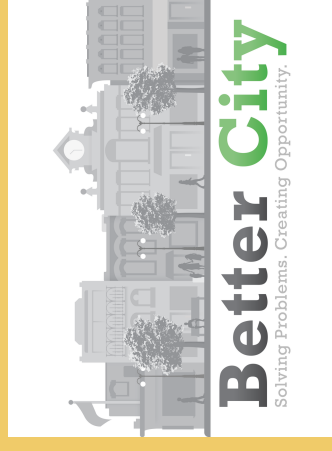
Climax Resiliency Pilot Project

Project Updates

We are excited to announce that we have been selected to participate in a pilot project with our partners at Climax with the help of Better City, with the purpose of anticipating and preparing for potential threats on our community. Through scenario planning, our goal is to develop a list of actions and projects for our purpose. Such threats that will be considered include: storms, drought, civil unrest, and pandemics.

Mobilization team review on July 15, 2022. **Review action plan [here](#).**

Pending final completion August 2022.



Projects

Lake County Entrepreneurial Ecosystem Grant/SCEDD

Project Updates

Leadville/Lake County values the strong, successful businesses that serve its residents and the growing number of visitors who come to the area. It is critically important for smart growth that more attention is dedicated to: (1) promoting entrepreneurship, (2) offering training and mentoring to support businesses, and, (3) creating an integrated network of business owners, government officials, organizations, educators and other key stakeholders that will support businesses and assist them with securing resources needed for sustainability.



Projects

Broadband Infrastructure

Project Updates

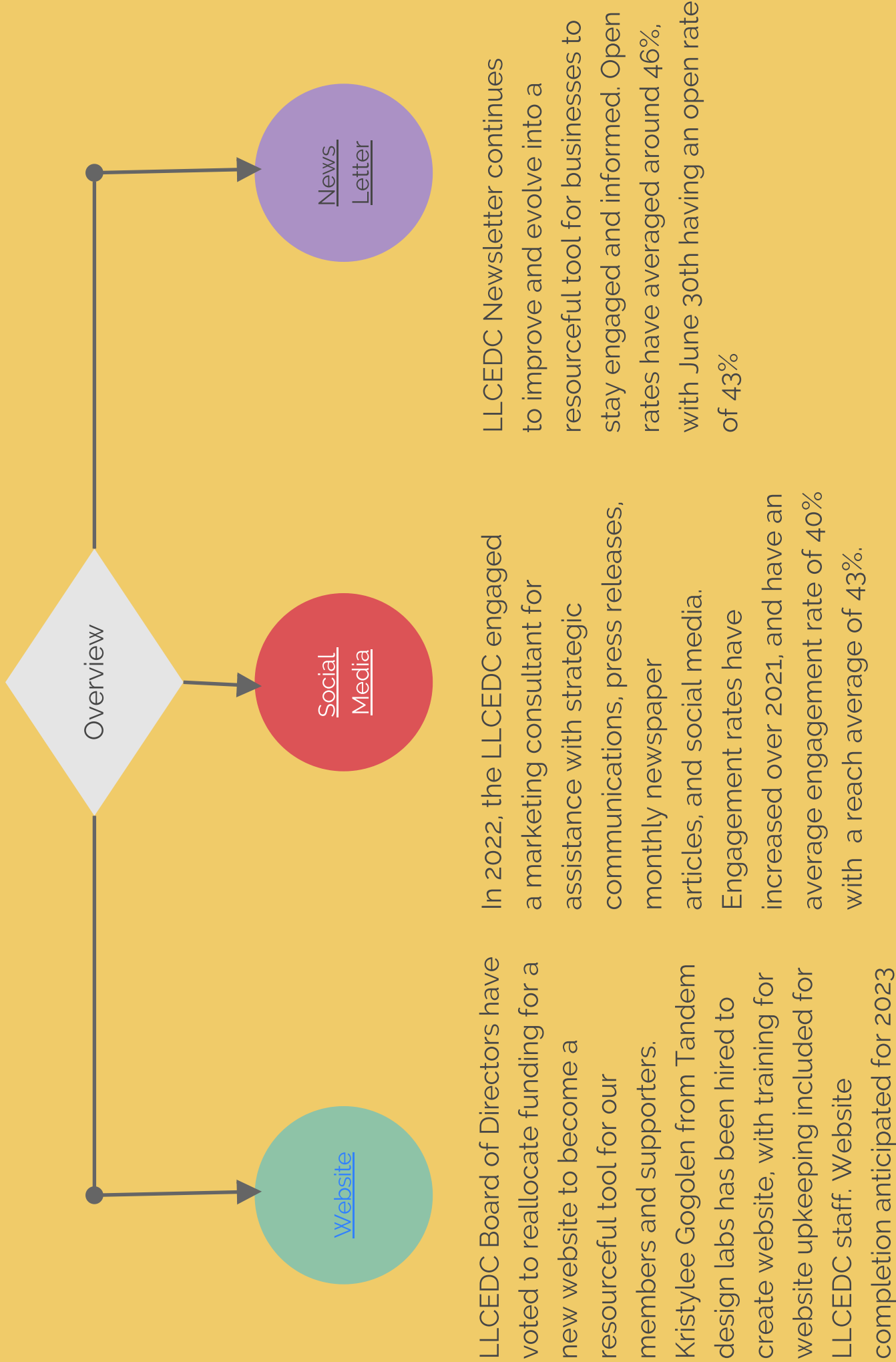
The LLCEDC, City of Leadville, and other organizations have partnered to bring Vero Broadband's fiber optic networks to Leadville. LLCEDC Board President states; "Community-wide access to high-speed broadband won't automatically unlock better job opportunities or spur business growth, but better jobs and growing businesses can't happen without an affordable and reliable internet connection". Forecasted timeline for the project's completion is 2 years, with construction possibly starting in August of 2022. **See the attached**

Leadville Herald article for further updates.

[View Vero Broadband Presentation here](#)



Marketing & Communications



In 2022, the LLCEDC formed a strategic partnership with The Herald Democrat, to release monthly articles.

February 23rd article

March 24th article

April 15th article

May 26th article

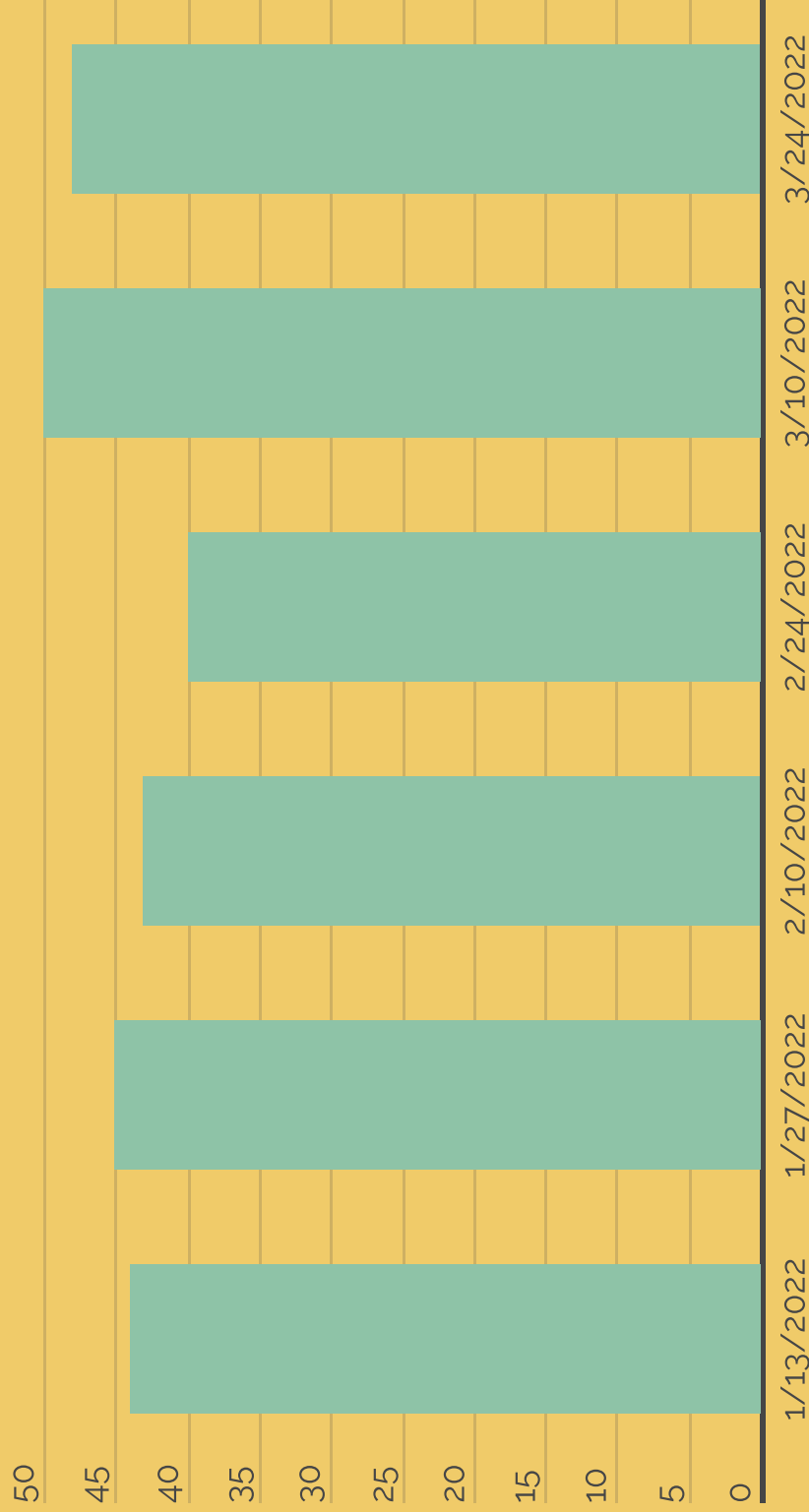
June 20th article

Facebook

Marketing & Communications

Newsletter

Readership for Q1



Jan. 13, 2022 Newsletter

Jan. 27., 2022 Newsletter

Feb. 10, 2022 Newsletter

Feb. 24, 2022 Newsletter

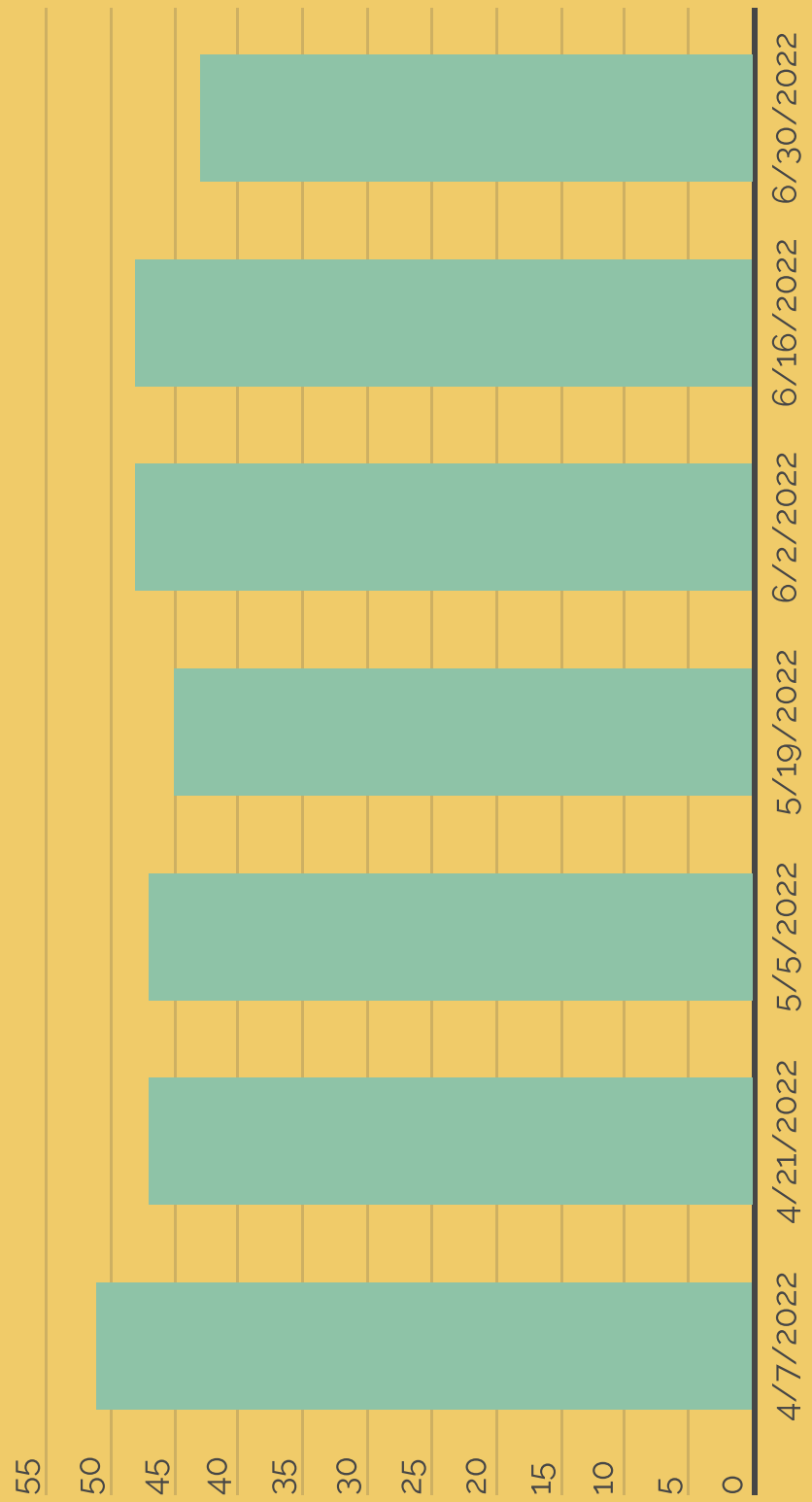
March 10, 2022 Newsletter

March 24, 2022 Newsletter

Marketing & Communications

Newsletter

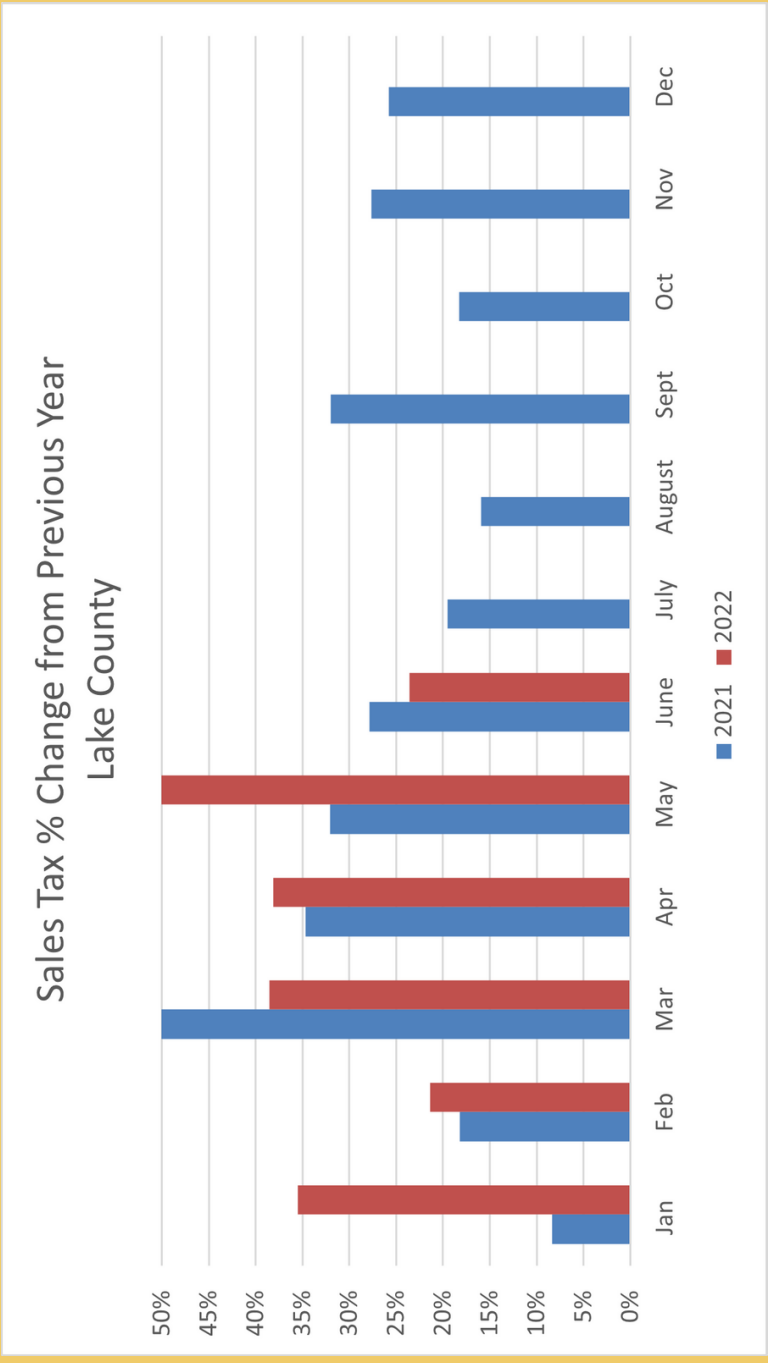
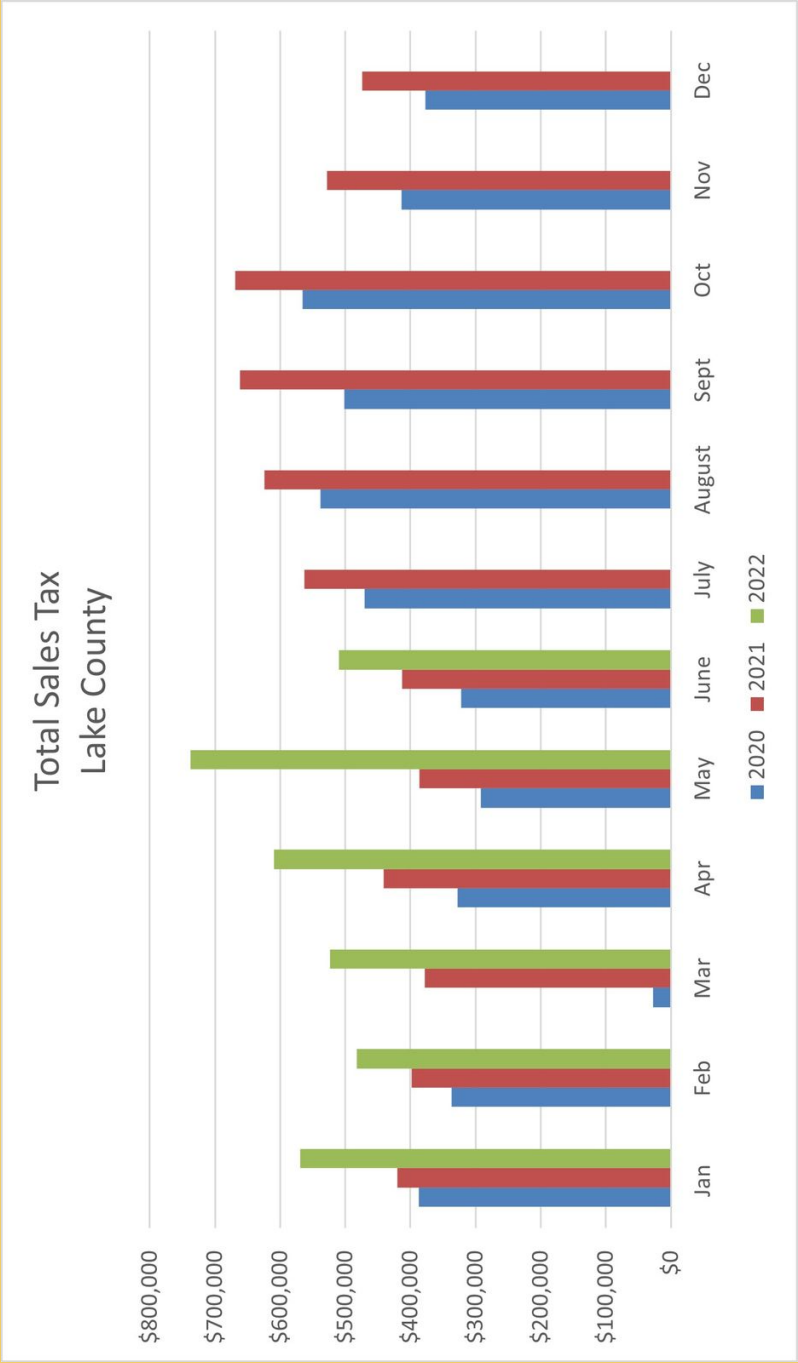
Readership for Q2



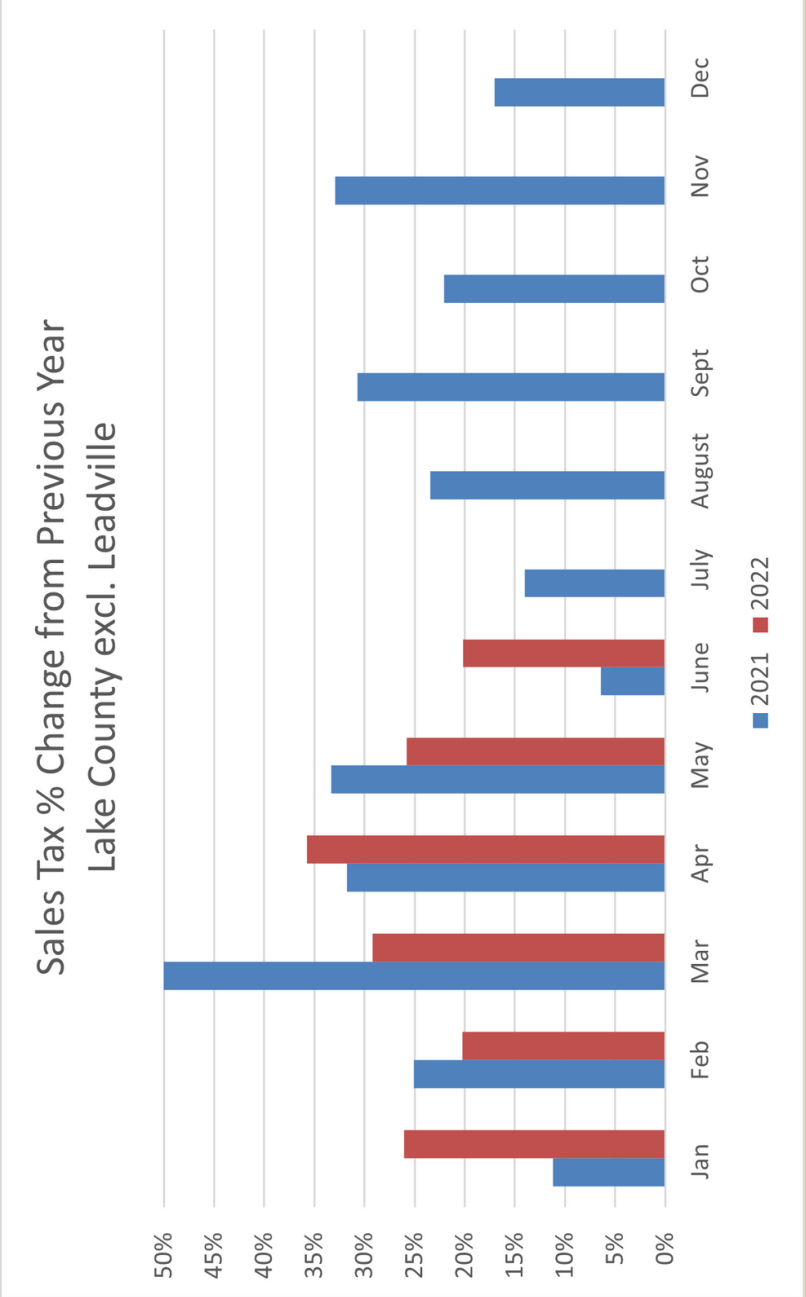
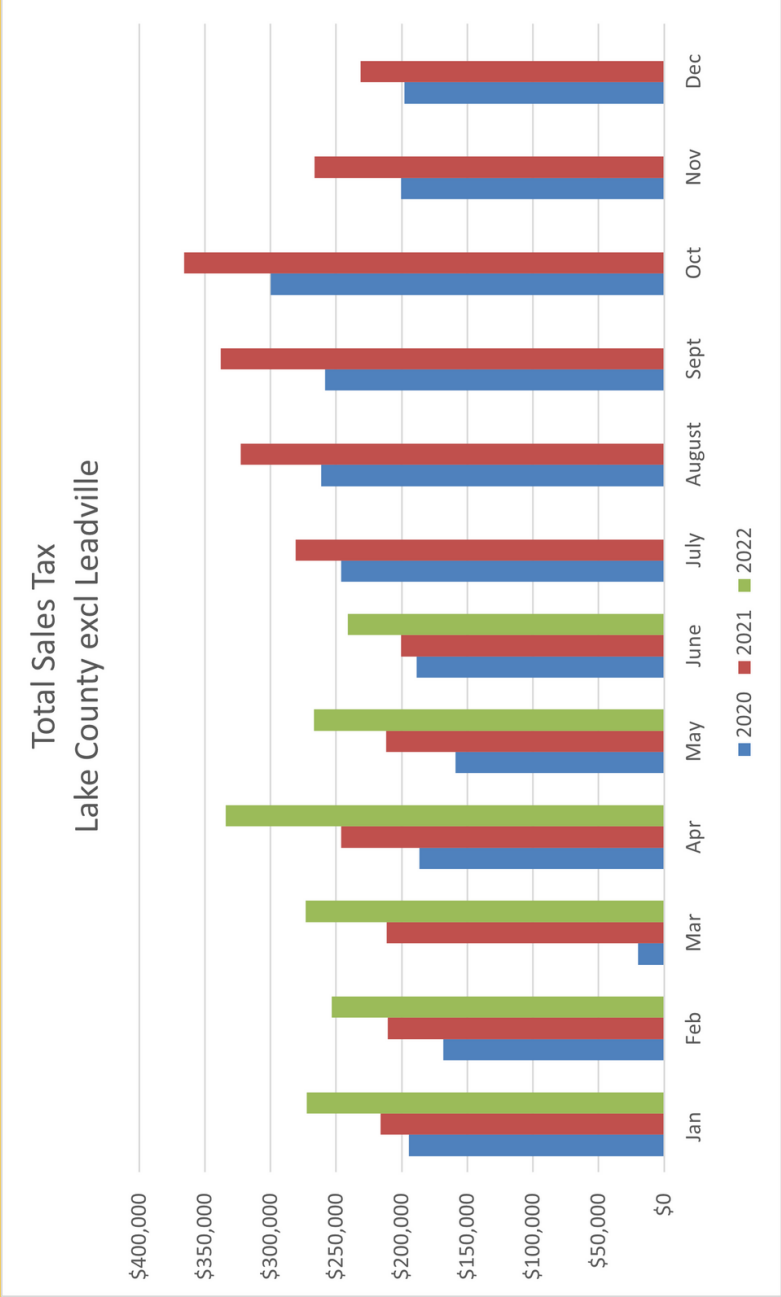
- [April 7, 2022 Newsletter](#)
- [April 21, 2022 Newsletter](#)
- [May 5, 2022 Newsletter](#)
- [May 19, 2022 Newsletter](#)

- [June 2, 2022 Newsletter](#)
- [June 16, 2022 Newsletter](#)
- [June 30, 2022 Newsletter](#)

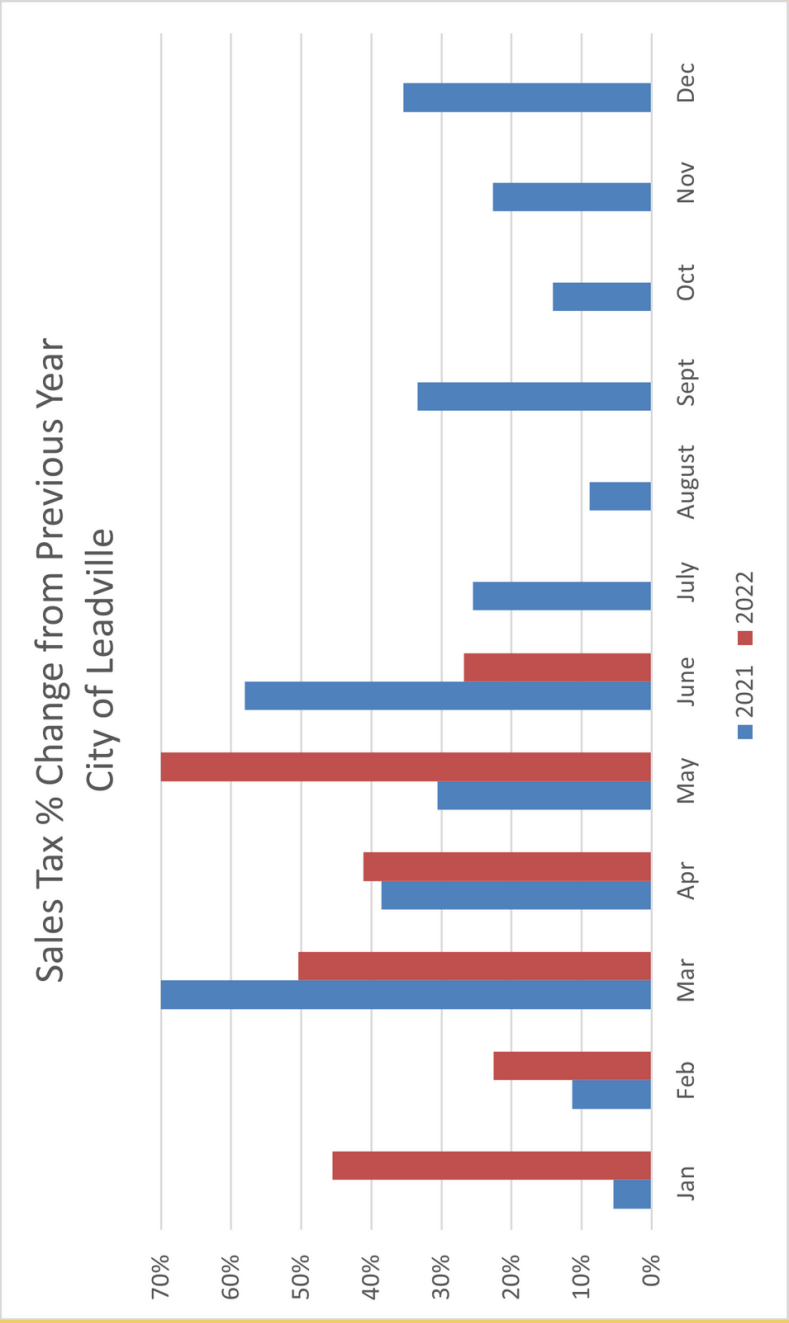
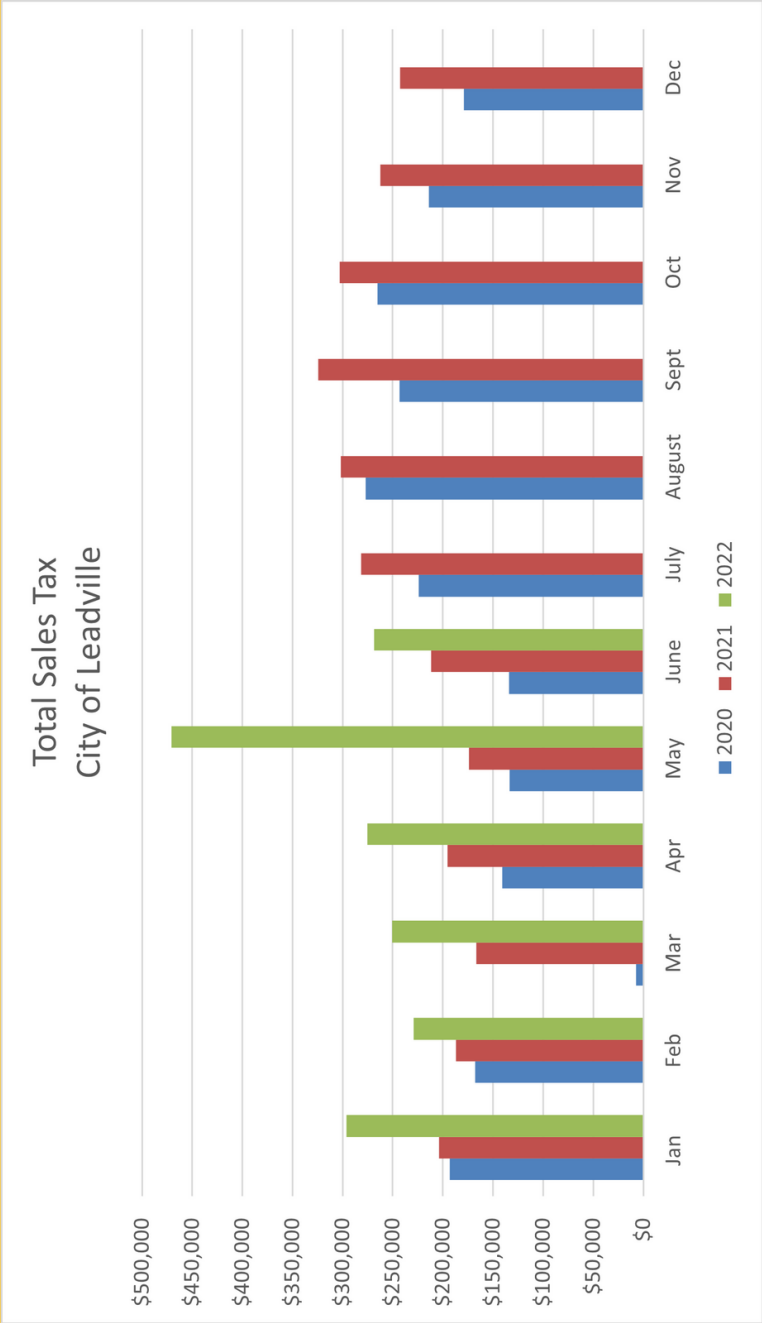
Sales Tax Data



Sales Tax Data



Sales Tax Data



Financials

6/30/2022 LLCEDC Financials

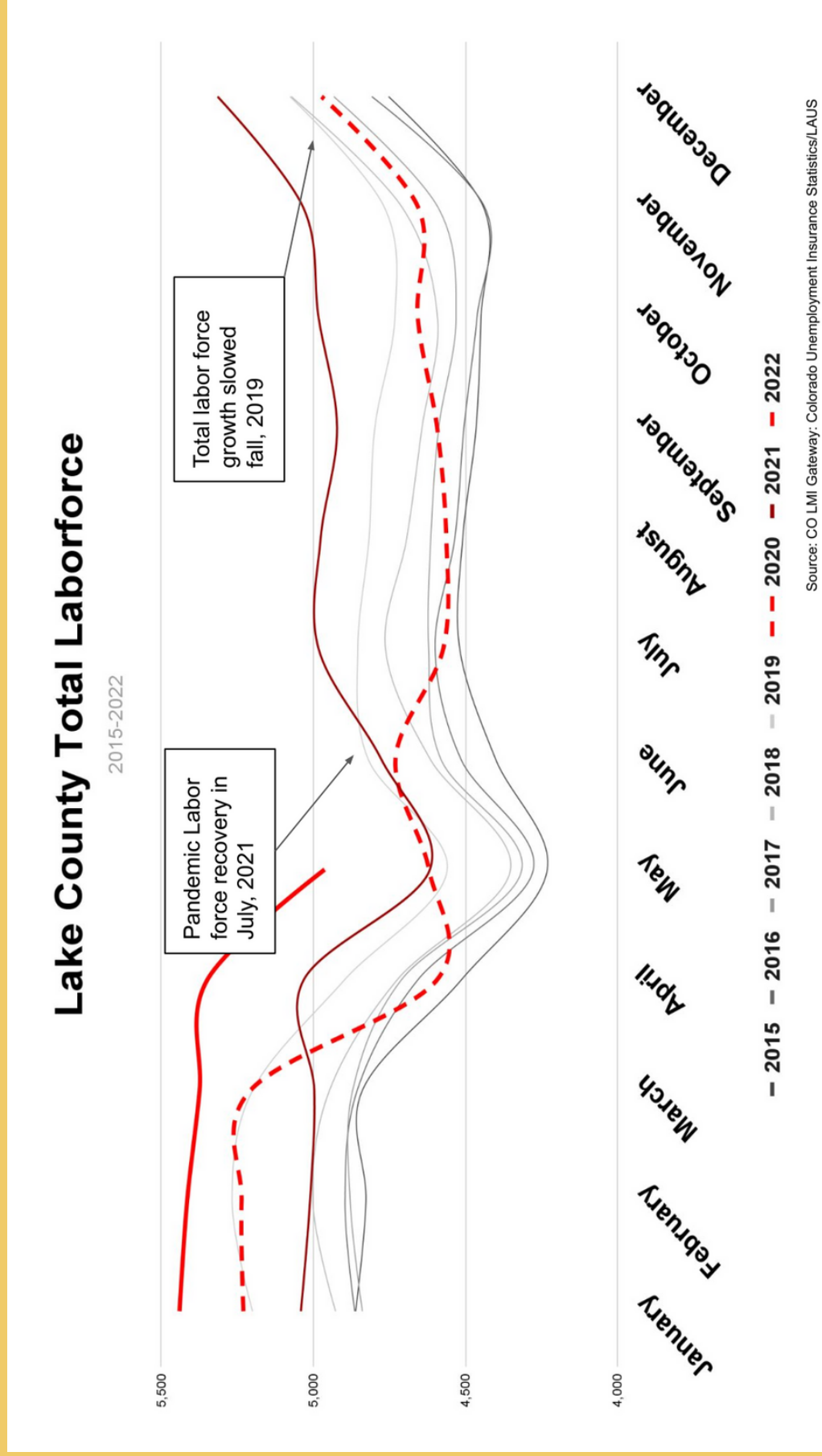
Scorecard

LAKE COUNTY EDC - FINANCIAL SCORECARD						
50% Of Year Complete	ACT		EST		Variance Description	ACT + EST 2022 FY
	Jan-June 2022	2022-Remaining				
REVENUE						
	Grant & Direct Contribution	55%	110,000	90,000	\$70K County, \$23K OEDIT/ Freeport	200,000
	Program Income	56%	28,111	21,889	\$18K General, \$5K Donor	50,000
	Total Other LLCEDC Income	8%	159	1,851		2,010
TOTAL REVENUE		55%	138,270	112,389		250,000
EXPENSE						
Total Administration		50%	12,369	12,274	\$7K acctg/ professional	24,643
Total Business Support Activities		32%	1531	3,269	\$2K website software	4,800
Total Operations		114%	5,508	-696	Allocate from elsewhere?	4,812
Total Payroll Expenses		31%	68,317	152,417	Rationalize based on payroll	220,734
Total Projects and Development		10%	2,875	25,175	\$18K Org. Consultant, \$10K Housing	28,050
TOTAL EXPENSES		32%	90,600	207,747		283,039
NET INCOME						
MAIN STREET						
Total Revenue		83%	44,847	10,888	Raise revenue target?	54,225
Total Expense		38%	7,269	12,020		19,190
			36,167	(1,132)		35,035
NET INCOME						
GRAND TOTAL REVENUE		60%	183,117	123,277		304,225
GRAND TOTAL EXPENSES		32%	97,869	219,767		302,229
GRAND TOTAL INCOME			85,248	(96,490)		1,996

Workforce Data

Workforce Development Update

Mark Hoblitzell, Regional Business Services Coordinator,
Colorado Department of Labor and Employment - [view update here](#)



Thank you for your support!

Nancy Bailey - Director@lakecountyledc.com

Meryl Aune - Admin@lakecountyledc.com

Website - lakecountyledc.com

Facebook - [Leadville Lake County Economic Development Corporation](https://www.facebook.com/LeadvilleLakeCountyEconomicDevelopmentCorporation)





LEADVILLE MAIN STREET

Leadville Main Street Program (LMSP)

2022 Quarter 2 Update

July, 2022



COLORADO
Department of Local Affairs
Division of Local Government



**National Main Street
Center**
a subsidiary of the
National Trust *for* Historic Preservation

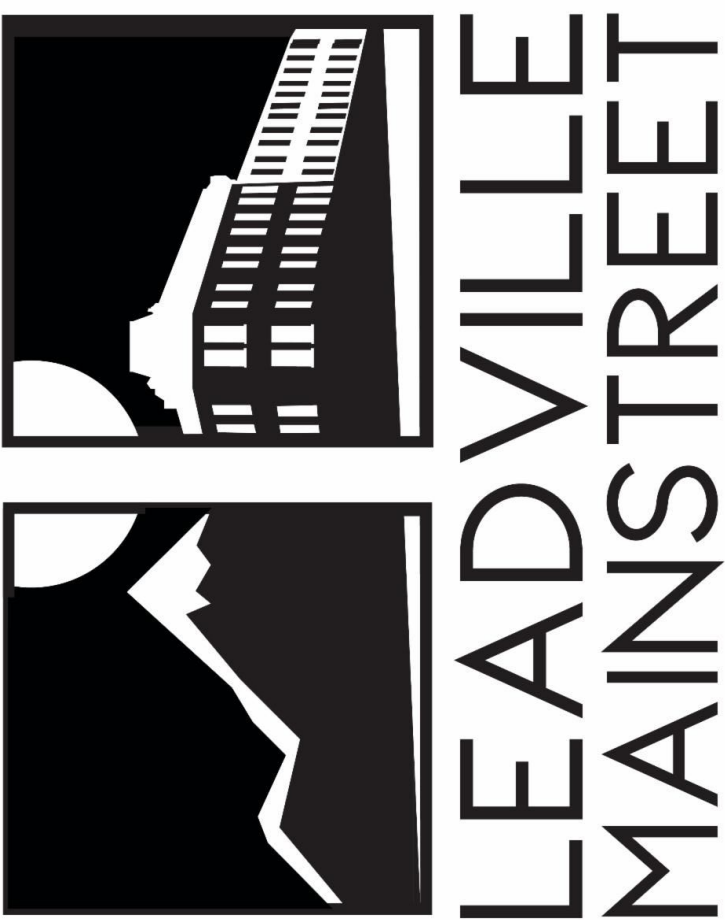
Mission & Vision

Our Mission

Strengthening community connection through historic preservation, beautification and the activation of public spaces to support a thriving downtown. ”

Our Vision

A thriving downtown that is connected with the community and supporting great living at 10,200 feet. ”



2022 Board of Directors

Erin Duggin- Board President

Amy Hall- Vice President

Katie Scott- Treasurer

Tammy Taber- Board Member

Alicia Feters- Board Member

Mary Schroeder- Board Member

Vacant- Board Member

2022 Board of Directors/ Administration



Administrative Updates



- **LMSP Q1 Update**

- **Main Street NOW Conference**

Nancy Bailey and Amy Hall attended the Main Street NOW conference on May 16-18 2022 and submitted a grant to DOLA/COMS for reimbursement.

- **LMSP Board Vacancy**

Aldyr Faria has resigned from the LMSP, leaving an open position on the Board.

- **Growthzone/ Chamber Master Software**

Continuing to evolve. We now have a MS business list, building inventory, and segregated specific communications for Main Street supporters.

2022 Priorities

Q1

Jan



Feb



March

Apr

May



June

Q2

July



Aug



Sept

Q3

Oct



Nov



Dec

Q4



Board "Bootcamp" training
Board Development
Annual Workplan
By - Laws Revisions
Website/ Newsletter/ Social
Parklet/ Restroom



Trick or Treat St. Committee
Live Auction Committee
Community Clean Up
Main Street Matters
Leadville In Bloom (Planter
Box Program)
Website/ Newsletter/ Social
Parklet/ Restroom



Summer Nights At Zaitz
Trick or Treat St. Committee
Live Auction Committee
Leadville In Bloom (Planter
Box Program)
4th of July Parade Partner
Website/Newsletter/Social
Parklet/Restroom-Complete



Annual Fundraiser/
Live Auction
Trick or Treat St. Partner
Shop Small Saturday/
Shop Local
Parade of Lights Partner
Website/Newsletter/Social
2023 Budget

Projects

Main Street Parklet & Restroom



The Parklet continues to move forward. Last month, the team was busy with barricade fencing and other pre construction planning. We hope to have banners up next week, and more progress on the parklet in August.

Leadville In Bloom



Formerly known as the Planter Box Program, we launched our first Leadville in Bloom in June this year. We expanded the options to 66 planters including hanging, regular, and large planters, and we're happy to say we are completely sold out! Flowers have been put on the Avenue, and are beautifying Harrison Avenue.

Celebrating Main Street



In May, our partners from DOLA Colorado Main Street initiated the Celebrating Main Streets Campaign in an effort to celebrate the spaces and places that are unique to Colorado. Survey results from Main Streets across Colorado are being gathered and finalized to be put on a Colorado Main Street Site Map.

Zaitz Park



Zaitz Park continues to be our focus for community and space activation. LMSP has held our first "Summer Nights at Zaitz" event in the park, and intend to have other events and festivities on the park's grounds. Residents and visitors frequent Zaitz park as well, making it a popular area to congregate.

Q2 Events Recap



Leadville Lake County

Community Clean Up

LMSP and Partners held Leadville & Lake County's Annual Community Clean - Up, with over 200 volunteers. [See attached flyer](#)



Summer Nights

at Zaitz -

Event 1 of 3

LMSP and Leadvillain Music hosted the first music event of 3 for the Summer, and had over 100 attendees and raised money for our program. [See attached flyer](#)

Marketing/Communications

Website

The Main Street board approved the use of our DOLA/COMS mini grant fund to engage a contractor to build our first - ever website. The domain leadvillemainstreet.org was secured this quarter. Having a domain and official website is required to satisfy the Designated Level in the DOLA/COMS program. Expected completion for January 2023.

Social

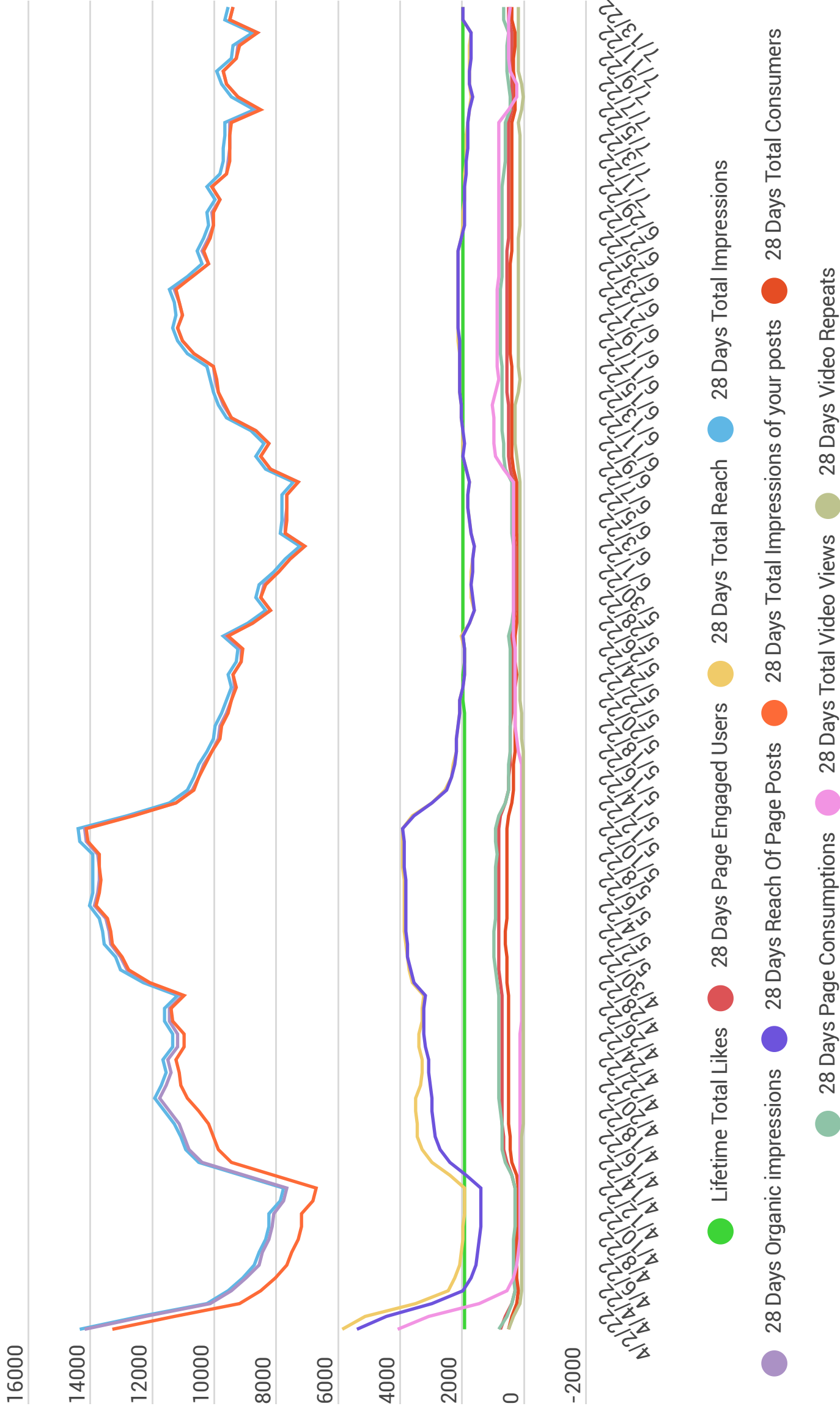
In 2022, the Main Street engaged a marketing consultant for assistance with strategic communications, press releases, monthly newspaper articles, and social media. The Leadville Main Street page has 2130 followers and a reach of 1930 as of July, giving an increase of 20% in follows and an increase of 65% in reach since January 2022.

Newletter

Main Street Newsletter continues to improve and evolve into a resourceful tool for businesses to stay engaged and informed. Open rates have averaged around 45% with a 5% average increase between January and March 2022.

Marketing/Communications

Facebook Statistics 4/1/2022 - 7/13/2022



Marketing/Communications

Newsletter Readership for Quarter 2



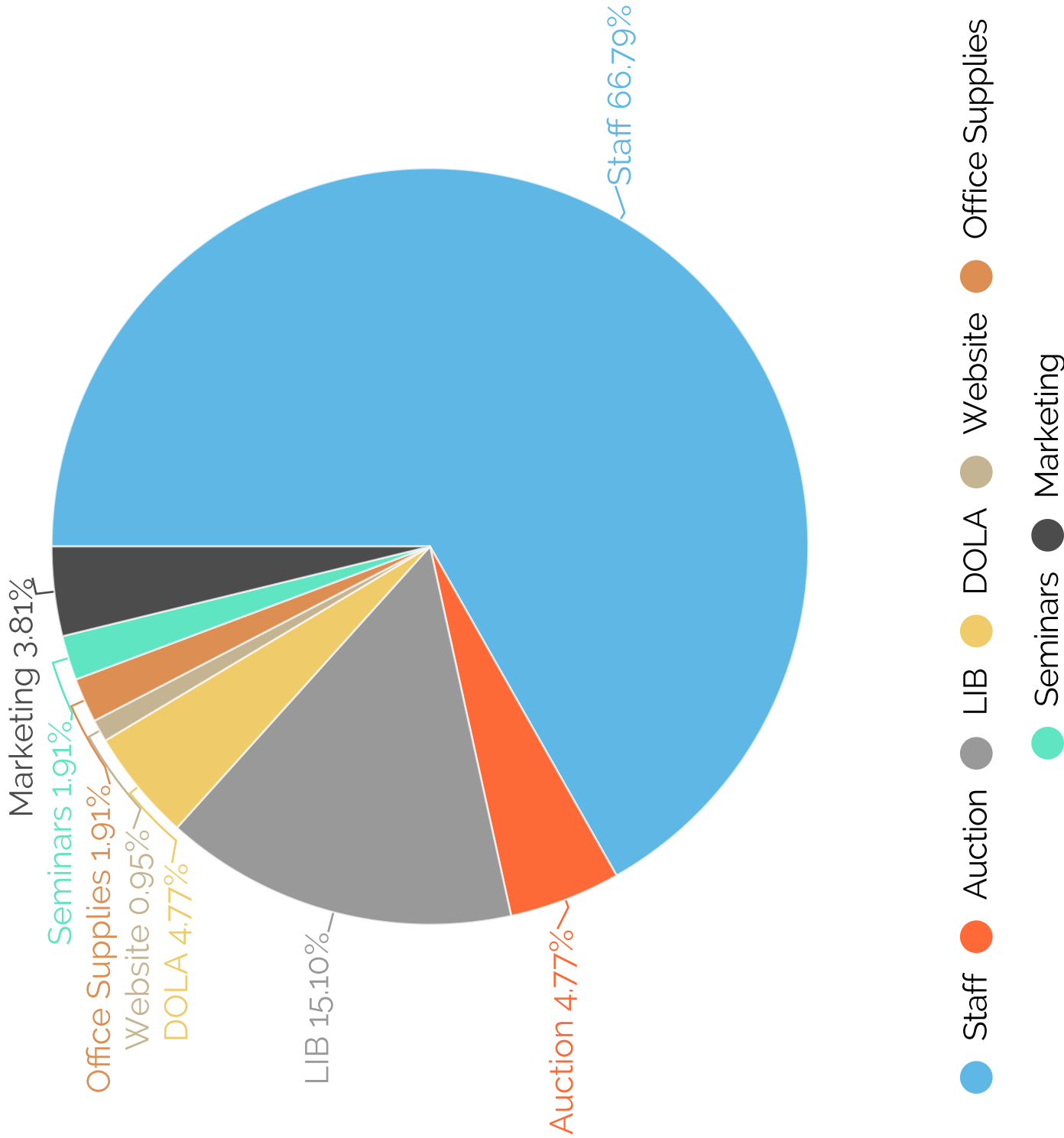
Quarter 2 Newsletters

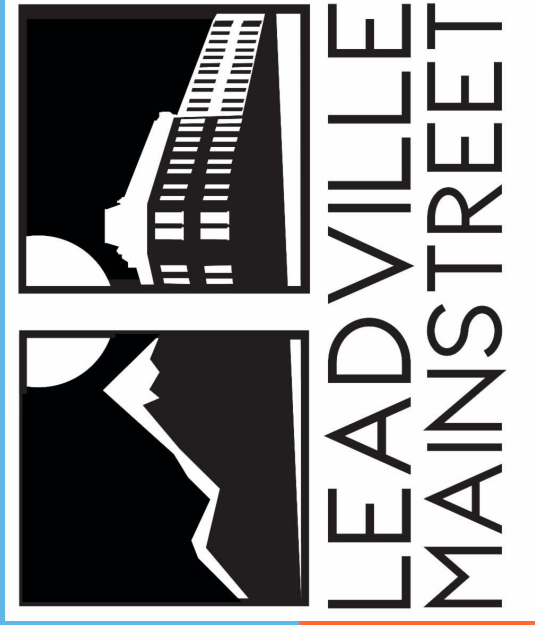
- April 14th Newsletter
- April 28th Newsletter
- May 12th Newsletter
- May 26th Newsletter
- June 9th Newsletter
- June 23rd Newsletter
- July 7th Newsletter



Financials

2022 Main Street Expenses





Thank you for your support!

Nancy Bailey - Director@lakecountyledc.com

Meryl Aune - Admin@lakecountyledc.com

Website - lakecountyledc.com

Facebook - [Leadville Main Street](#)



National Main Street Center
a subsidiary of the
National Trust *for* Historic Preservation



AGENDA ITEM #8.A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 2, 2022

SUBJECT: Ordinance No. 7, Series of 2022: An Ordinance Repealing and Reenacting Chapters 15.04, 15.08 and 15.16 of the City of Leadville Municipal Code to Adopt by Reference the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; Making Specific Amendments Thereto; and Providing Penalties for Violations Thereof (Second Reading)

PRESENTED BY: Christiana McCormick, City Attorney

☒ ORDINANCE
☐ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council on first reading is Ordinance No. 7, Series of 2022 ("Ordinance"), which will adopt, by reference the following codes, with amendments:

- (a) The 2018 International Building Code;
- (b) The 2018 International Residential Code;
- (c) The 2018 International Mechanical Code;
- (d) The 2018 International Plumbing Code;
- (e) The 2018 International Fuel Gas Code;
- (f) The 2018 International Existing Building Code;
- (g) The 2020 National Electrical Code; and
- (h) The 2018 International Fire Code.

II. BACKGROUND INFORMATION:

In 2017, the City adopted the following building and fire codes:

- (a) The 2012 International Building Code;
- (b) The 2012 International Residential Code;
- (c) The 2012 International Mechanical Code;
- (d) The 2012 International Plumbing Code;
- (e) The 2012 International Fuel Gas Code;
- (f) The 2012 International Existing Building Code; and
- (h) The 2012 International Fire Code.

All building, mechanical, and plumbing permits for construction within the City are applied for at the Lake County Building and Land Use Department. Additionally, Lake County then conducts or oversees all inspections for those permits.

Lake County recently adopted the following codes:

- (a) The 2018 International Building Code;
- (b) The 2018 International Residential Code;
- (c) The 2018 International Mechanical Code;
- (d) The 2018 International Plumbing Code;
- (e) The 2018 International Fuel Gas Code;
- (f) The 2018 International Existing Building Code;
- (g) The 2020 National Electrical Code¹; and
- (h) The 2018 International Fire Code

¹ A change in state law requires the City to adopt the same National Electrical Code that is adopted by the State, which is the 2020 National Electrical Code.

As a result, Lake County has requested that the City adopt the 2018 versions of the International Codes and the 2020 version of the National Electrical Code so that the City is using the same codes as Lake County, ensuring efficiency in approving permits and conducting inspections.

The major changes in the 2018 Codes (compared to the 2012 versions) are included as an attachment to this council communication form.

The Ordinance also repeals the City's building code board of appeals chapter (15.16) and replaces it with language stating that appeals of interpretations or decisions concerning the building code will be heard and decided on by the Lake County Board of Review.

III. FISCAL IMPACTS:

N/A

V. LEGAL ISSUES:

There must be a public hearing on this ordinance prior to its adoption on second and final reading. In addition, state law requires that notice of the public hearing on this ordinance be published twice

in the newspaper prior to the hearing. Notice of the hearing on this ordinance was published in the Herald Democrat on July 14, 2022 and July 21, 2022.

VI. RECOMMENDATION:

Staff recommends that City Council adopt Ordinance No. 7, Series of 2022 on second reading following a public hearing on the Ordinance.

VII. PROPOSED MOTIONS:

City Council Recommended Motion:

“I move to adopt Ordinance No. 7, Series of 2022, An Ordinance Repealing and Reenacting Chapters 15.04, 15.08 and 15.16 of the City of Leadville Municipal Code to Adopt by Reference the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; Making Specific Amendments Thereto; and Providing Penalties for Violations Thereof on second reading.”

VIII. ATTACHMENTS:

Ordinance No. 7, Series of 2022
Redline of Ordinance No. 7 (showing changes since first reading)

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2022**

AN ORDINANCE REPEALING AND REENACTING CHAPTERS 15.04, 15.08 AND 15.16 OF THE CITY OF LEADVILLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2018 INTERNATIONAL MECHANICAL CODE, THE 2018 INTERNATIONAL PLUMBING CODE, THE 2018 INTERNATIONAL FUEL GAS CODE, THE 2018 INTERNATIONAL EXISTING BUILDING CODE, THE 2020 NATIONAL ELECTRICAL CODE, AND THE 2018 INTERNATIONAL FIRE CODE; MAKING SPECIFIC AMENDMENTS THERETO; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

WHEREAS, the City Council of the City of Leadville (“City Council”) possesses the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety and welfare of the citizens of Leadville; and

WHEREAS, pursuant to C.R.S. § 31-16-201 *et seq.*, the City may adopt any code by reference provided that the municipality provides proper notice and holds a public hearing prior to such adoption by reference; and

WHEREAS, the City has previously adopted by reference the following codes: the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2012 International Fuel Gas Code, the 2012 International Existing Building Code, and the 2012 International Fire Code; and

WHEREAS, periodically it is necessary for the City to update those building and fire codes which are adopted by reference in order to remain technically current; and

WHEREAS, pursuant to C.R.S. § 12-115-107, the City is required to adopt the most recently adopted version of the National Electrical Code, which is currently the 2020 National Electrical Code; and

WHEREAS, the City desires to adopt by reference the following codes: the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; and

WHEREAS, the City held a public hearing on August 2, 2022, with proper notice provided, to consider adoption of such codes as required by law; and

WHEREAS, copies of all codes adopted herein, will be available for inspection at the office of the Deputy City Clerk located at 800 Harrison Avenue, Leadville, Colorado 80461; and

WHEREAS, the City Council finds this ordinance and adoption of these codes by reference to be necessary in furtherance of the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF LEADVILLE, COLORADO:

Section 1. **Recitals.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. **Chapter 15.04 Repealed and Replaced.** Chapter 15.04 entitled, “Technical Building Codes” is hereby repealed and replaced to read in full as follows:

CHAPTER 15.04

TECHNICAL BUILDING CODES

Sec. 15.04.010. Codes Adopted.

- (a) The International Building Code (IBC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 35 inclusive, is hereby adopted by reference as the City of Leadville Building Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.020.
- (b) The International Residential Code (IRC), 2018 Edition as published by the International Code Council, Inc, 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 44 inclusive and Appendix Chapters E, F and G, is hereby adopted by reference as the City of Leadville Residential Building Code (“IRC”) as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in section 15.04.030.
- (c) The International Mechanical Code (IMC), 20128 Edition as published by the International Code Council, Inc, 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 15 inclusive, is hereby adopted by reference as the City of Leadville Mechanical Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.040.
- (d) The International Plumbing Code (IPC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, and as amended by the State of Colorado Plumbing Board and/or its successors, Chapters 1 through 14 inclusive, is hereby adopted by reference as the City of Leadville Building Plumbing Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.050.

- (e) The International Fuel Gas Code (IFGC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 8 inclusive, is hereby adopted by reference as the City of Leadville Building Fuel Gas Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.060.
- (f) The International Existing Building Code (IEBC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 3516 inclusive, is hereby adopted by reference as the City of Leadville Existing Building Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.070.
- (g) The National Electrical Code (NEC), published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, the specific edition as promulgated, adopted, and amended by the State of Colorado Electrical Board and/or its successors, is hereby adopted by reference as the City of Leadville Electrical Code as if fully set out in this section.

Sec. 15.04.020. Amendment to 2018 International Building Code.

The 2018 IBC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IBC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the *Building Code of the City of Leadville*, hereinafter referred to as “the IBC” or “this Code.”

- (2) IBC Section 101.2 (Scope) is hereby amended with the addition of a new subsection 101.2.2 entitled, “Permits” to read as follows:

Sec. 101.2.2. Permits.

This Code shall apply to all permits applied for after the effective date of the Ordinance adopting by reference the 2018 IBC.

- (3) IBC Section 101.2 (Scope) is hereby amended with the addition of a new subsection 101.2.3 entitled, “Preemption” to read as follows:

Sec. 101.2.3. Preemption.

Whenever State law or State regulation imposes higher standards than are required by this code, the State law or State regulation providing the higher standard shall govern. When the standards imposed by this code are higher than the standards imposed by any other law, regulation, or ordinance of any governmental body, the standards of this code shall apply.

- (4) IBC Section 101.4.3 (Plumbing) is hereby amended to read as follows:

Sec. 101.4.3. Plumbing.

The provisions of the *International Plumbing Code* shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, appurtenances, and where connected to a water or sewer system and all aspects of a medical gas systems.

- (5) IBC Section 101.4.4 (Property Maintenance) is hereby deleted in its entirety.
- (6) IBC Section 101.4 (Referenced Codes) is hereby amended with the addition of a new Section 101.4.8 entitled “Electrical” to read as follows:

Sec. 101.4.8. Electrical.

The provisions of the National Electrical Code, the specific addition as adopted and amended by the State of Colorado Electrical Board, and or its successor(s), shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

- (7) IBC Section 102.6 (Existing Structures) is hereby amended to read as follows:

Sec. 102.6. Existing Structure.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the International Existing Code or the International Fire Code.

- (8) IBC Section 103 (Department of Building Safety) and its corresponding subsections are hereby deleted in its entirety.
- (9) IBC Section 105.1.1 (Annual Permit) is hereby deleted in its entirety.
- (10) IBC Section 105.1.2 (Annual Permit Records) is hereby deleted in its entirety.

- (11) IBC Section 105.2 (Work Exempt from Permit) is hereby amended with the addition of the following:

Sec. 105.2. Work Exempt from Permit.

* * *

Work exempted from requiring a building permit for construction of the building does not preclude any required approval from the Planning Department to ensure compliance with zoning, use, and building setbacks. Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

The area of an exempt building in 105.2 of this section, shall be changed to two hundred (200) square feet to conform to that allowed under Section R105.2 of the International Residential Code.

The following work will not require a permit:

- 1) Drywall installation under two hundred (200) square feet.
 - 2) Window replacement not requiring change of headers or structural members.
 - 3) Replacement of exterior siding less than two hundred (200) square feet.
 - 4) Insulation installation less than two hundred (200) square feet in existing structures.
- (12) IBC Section 107.1 (General) is hereby amended with a new subsection 107.1.1 entitled, “Responsibility for Preparation of Plans and Specifications” to read as follows:

Sec. 107.1.1. Responsibility for Preparation of Plans and Specifications.

In accordance with Section 107.1 (General), the Building Official shall require plans, computations, and specifications to be prepared, designed, and stamped by an engineer or architect licensed in the State of Colorado when, but not limited to:

- 1) Foundations that are not addressed within the IBC.

- 2) Roof framing or wall framing is "other than standard" construction not conforming to the requirements of Chapters 16 and 23.
 - 3) All Buildings classified in Groups A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.
 - 4) Plans that, in the judgment of the Building Official, are submitted which are severely lacking in information showing compliance with the code, must be designed, and resubmitted by a professional draftsman.
- (13) IBC Section 107.2.1 (Information on Construction Documents) is hereby amended to read as follows:

Sec. 107.2.1. Information on Construction Documents.

Construction documents shall be dimensioned and drawn on suitable material. Electronic media documents are permitted to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

Each sheet of each set of plans shall provide the name of the person who prepared such plans and/or specifications.

- (14) IBC Section 107.3.3 (Phased Approval) is hereby amended to read as follows:

Sec. 107.3.3. Phased Approval.

The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

When a permit has been issued for part of a building or structure and the City adopts a new building code, new permits may be issued for the remaining portion of the building or structure under the provisions and requirements of the code in effect at the time the first permit was issued, if the remaining permits are issued within one year of the adoption of the new code.

- (15) IBC Section 108.3 (Temporary Power) is hereby amended to read as follows:

Sec. 108.3. Temporary Power.

The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the National Electrical Code or its successor as may be adopted by the State of Colorado Electrical Board.

- (16) IBC Section 109.2 (Schedule of Permit Fees) is hereby repealed in its entirety and replaced to read as follows:

Sec. 109.2. Schedule of Permit Fees.

Fees shall be as provided for in Appendix A.

- (17) IBC Section 109.4 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. 109.4. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to punitive charges. The charge shall be no less than twice the normal permit fee for the work being done plus an hourly charge for any additional inspections.

- (18) IBC Section 109.6 (Refunds) is hereby amended to read as follows:

Sec. 109.6. Refunds.

The Building Official is authorized to establish a refund policy.

The Building Official may authorize refunding of not more than eighty percent (80%) of the permit fee when no work has been done under a permit issued in accordance with this code. The original applicant must make a request in writing within one hundred eighty (180) days of the original fee payment. If a plan review was charged and appropriate plan review performed, no portion of this part of fee is refundable.

- (19) IBC Section 110.1 (General) is hereby amended to read as follows:

Sec. 110.1. General.

Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain visible and able to be accessed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the City. Inspections presuming to give authority to violate or cancel the provisions of this code or other ordinances of the city shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the Building Official nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Inspections shall be as provided for in Appendix D.

- (20) IBC Section 110.3 (Required Inspections) shall be amended to read as follows:

Sec. 110.3. Required Inspections.

The Building Official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.12.

- (21) IBC Section 110.3 (Required Inspections) shall be amended with the addition of a new subsection 110.3.12. entitled, "Reinspection" to read as follows:

Sec. 110.3.12. Reinspection.

The Building Official may impose a reinspection fee if code violations are not corrected and required work that has been requested by the Building Official is not complete or requires an additional inspection.

- (22) IBC Section 111.3 (Temporary Occupancy) is hereby amended to read as follows:

Sec. 111.3. Temporary Occupancy.

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The temporary certificate of occupancy is valid for sixty (60) days, with one (1) renewal of sixty (60) days permitted at the discretion of the Building Official.

- (23) IBC Section 113 (Board of Appeals), and its subsections, are amended by replacing "Board of Appeals" with the "Board of Review."

- (24) IBC Section 502.1 (Address Identification) is hereby amended to read as follows:

Sec. 502.1. Address Identification.

New and existing buildings shall be provided with approved address identification. Each character shall be not less than five (5) inches in height and not less than one half inch (1/2 inch) in width.

- (25) IBC Section 901.5 (Acceptance Tests) is hereby amended with the addition of a new subsection 901.5.1 entitled “Special Inspector” to read as follows:

Sec. 901.5.1. Special Inspector.

All fire protection systems required by this chapter shall be inspected and approved by a special inspector. The inspector shall be an employee of the fire department having jurisdiction or another qualified individual with prior approval of the Building Official. Inspections and approvals shall be documented and submitted as per Chapter 17 of this code.

- (26) IBC Section 1301.1.1 (Criteria) is hereby amended to read as follows:

Sec. 1301.1.1. Criteria.

Buildings shall be designed and constructed in accordance with the 2018 International Energy Conservation Code.

- (27) IBC Section 1505.1 (General), Table 105.1 (Minimum Roof Covering Classification for Types of Construction) is hereby amended by the deletion of superscript “a.”

- (28) IBC Section 1608 (Snow Loads) shall be amended to read as follows:

Sec. 1608. Snow Loads.

Snow load calculations shall be based on values provided for in Appendix E.

- (29) IBC Chapter 27 (Electrical) is hereby deleted in its entirety.

- (30) IBC Section 2901.1 (Scope) is hereby amended to read as follows:

Sec. 2901.1. Scope.

The provisions of this chapter and the International Plumbing Code shall govern the design, construction, erection, and installation of plumbing components,

appliances, equipment, and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1209. The International Fire Code, the International Property Maintenance Code and the International Plumbing Code shall govern the use and maintenance of plumbing components, appliance, equipment, and systems. The International Existing Building Code and the International Plumbing Code shall govern the alteration, repair, relocation, replacement, and addition of plumbing components, appliances, equipment, and systems.

Sec. 15.04.030. Amendment to 2018 International Residential Code.

The 2018 IRC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IRC Section R101.1 (Title) is hereby amended to read as follows:

R101.1. Title.

These provisions shall be known as the Residential Code for One and Two-Family Dwellings of the City of Leadville, and shall be cited as such and will be referred to herein as “the IRC” and “this code.”

- (2) IRC Section R101.2 (Scope) is hereby amended to read as follows:

R101.2. Scope.

The provisions of this code shall be apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one and two-family dwellings and townhouses not more than three (3) stories above grade plan in height with a separate means of egress and their accessory structures not more than three (3) stories above grade plane in height.

Exemptions:

1. Existing building permits prior to the effective date of this code, along with all approved extensions, shall remain in effect and shall be subject to the International Residential Code, 2012 edition.
2. Existing buildings undergoing repair, alterations or additions, and change of occupancy shall be permitted to comply with the International Residential Code, 2012 Edition, if the work was originally permitted under this code within one year of the adoption of the 2018 code.

- (3) IRC Section R101.2.2 (Other Laws) is hereby amended to read as follows:

Sec. R101.2.2. Other Laws.

The provision of this code shall not be deemed to nullify any provisions of local, state, or federal law. Whenever a State law or regulation imposes higher standards than are required by this code, the State law or State regulation providing the higher standard shall govern. When the standards imposed by this code are higher than the standards imposed by any other law, regulation, or ordinance of any governmental body, the standards of this code shall apply.

- (4) IRC Section R102.7 (Existing Structures) is hereby amended to read as follows:

Sec. R102.7. Existing Structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or the International Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

- (5) IRC Section R103 (Department of Building Safety) is hereby amended to change the title to Department of Building.
- (6) IRC Section R104.8 (Liability) is hereby amended to read as follows:

Sec. R104.8. Liability.

The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors on said plans, specifications, and other data, or from preventing building operations being carried on thereunder, when in violation of this code, or any other Ordinance, or from collecting additional fees as appropriate. Nothing in this code is intended to authorize any person or agency with development review authority, other than the Building Official, to deny the issuance of a building permit hereunder.

The Building Official is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all building(s) and all structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied.

- (7) IRC Section R105.2 (Work Exempt from Permit) is hereby as follows with deletions shown in strikethrough text and additions shown in underlined text:

Sec. R105.2. Work Exempt from Permit.

* * *

Building:

* * *

2. ~~Fences not over 7 feet (2134 mm) high.~~ Fences six (6) feet or less in height.

* * *

11. Drywall installation in buildings under two hundred (200) square feet.

12. Window replacement whereby installing code compliant windows that do not require a change of headers or structural members.

13. Replacement of exterior siding less than two hundred (200) square feet.

14. Insulation installation less than two hundred (200) square feet in existing structures.

* * *

Work exempted from requiring a building permit for construction of the building does not preclude any required approval from the Planning Department to ensure compliance with zoning, use, and building setbacks. Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits.

- (8) IRC Section R106.1.1 (Information on Construction Documents) is amended as follows:

Sec. R106.1.1. Information on Construction Documents.

Construction documents shall be drawn upon suitable material. Electronic media documents are permitted to be submitted where approved to the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

Each sheet of each set of plans shall give the name of the person who prepared such plans and specifications.

- (9) IRC Section R106.3.2 (Previous Approvals) is hereby amended to add a new paragraph as follows:

Sec. R106.3.2. Previous Approvals.

* * *

When a permit has been issued for part of a building or structure and the City adopts a new building code, new permits may be issued for the remaining portion of the building or structure under the provisions and requirements of the code in effect at the time the immediately preceding permit was issued, if the remaining permits are issued within one year of the adoption of the new code.

- (10) IRC Section R106.3 (Examination of Documents) is hereby amended with the addition of a new subsection R106.3.4 entitled "Responsibility for Preparation of Plans and Specifications" to read as follows:

Sec. R106.3.4. Responsibility for Preparation of Plans and Specifications.

The Building Official shall require plans, computations, and specifications to be prepared, designed, and stamped by an engineer or architect licensed in the State of Colorado when, but not limited to:

- 1) Foundations that are not addressed within the International Residential Code.
- 2) Wall or roof framing is "other than standard" construction not conforming to the requirements of Chapters 6 and 8,
- 3) Foundations are located in designated dipping bedrock areas and per Sections R403.1.8;
- 4) Metal buildings and structures are constructed; or

- 5) Plans that, in the judgment of the Building Official, are submitted which are severely lacking in information showing compliance with the code, must be designed and resubmitted by a professional draftsman.
- (11) IRC Section R107.3 (Temporary Power) is hereby amended by the replacement of reference to the “NFPA 70” with “the National Electrical Code as may be revised by the State of Colorado Electrical Board.”
- (12) IRC Section R108.2 (Schedule of Permit Fees) is hereby amended to read as follows:

Sec. R108.2. Schedule of Permit Fees.

Permit fees shall be as determined by Appendix A.

- (13) IRC Section R108.5 (Refunds) is hereby amended to read as follows:

Sec. R108.5. Refunds.

The Building Official may authorize refunding of not more than 80 percent of the permit fee when no work has been done under a permit issued in accordance with this code. The original applicant must make a request in writing within 180 days of the original fee payment. If a plan review fee was charged and appropriate plan review performed, no portion of this part of the fee is subject to refund.

- (14) IRC Section R108.6 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. R108.6. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to punitive charges. The charge shall be twice the normal permit fee for the work being done plus an hourly charge for any additional inspections necessary.

- (15) IRC Section R109 (Inspections) and all of its subsections are hereby repealed in its entirety and replaced as follows:

R109.1. General

Inspections shall be as provided for in Appendix D.

R109.2 Reinspection.

The Building Official may impose a reinspection fee if code violations are not corrected, and required work that has been requested by the Building Official, is not complete and requires an additional inspection.

R109.3 Sanitation.

At the time of construction start-up, approved sanitary facilities are required at all construction jobs. The number of toilets shall be adequate for the number of construction workers, but no less than the number deemed necessary by the Building Official, or as called for in the adopted plumbing code. If a construction site becomes inactive for a period of time, the portable toilet may be removed during this period of inactivity. Temporary toilets or use of a neighboring facility may be used if approved by the Building Official.

R109.4 Dumpsters.

Dumpsters or equivalent containers of adequate size to handle trash and unwanted materials from the permitted project shall be provided.

- (16) IRC Section R110.4 (Temporary Occupancy) is hereby amended to read as follows:

R110.4 Temporary occupancy.

The Building Official is authorized to issue a Temporary Certificate of Occupancy before the completion of the entire work covered by the permit provided the following conditions are satisfied:

1. One bathroom with lavatory, water closet, tub or shower, and flooring has been completed.
2. A food preparation area, with sink, hot and cold water, and flooring has been completed.
3. Electrical system is complete for areas that are to be finished, or blanked off in unfinished areas.
4. Egress windows where required by this code are installed.
5. A heating system is operational as required by Section R303.9, Required Heating.

6. The exterior is complete and watertight with siding, trim, flashing and a roof.
 7. Handrails and guardrails are in place.
 8. All life-safety systems as determined necessary by the Building Official are in place.
- (17) IRC Section R112 (Board of Appeals), and all subsections thereof, is hereby amended with the replacement of “Board of Appeals” with “Board of Review.”
- (18) IRC Section R202 (Definitions) is hereby amended with the addition of the following definition of “bedroom” to appear in alphabetical order with the existing definitions:

Sec. R202. Definitions.

* * *

BEDROOM. A room, which is designed as a sleeping room, in Group R occupancies or a room, or area that can be used as a sleeping room and contains a closet.

* * *

- (19) IRC Section R301.2 (Climatic and Geographic Design Criteria) is hereby amended with the repeal and replacement of Table R301.2 to read as follows:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^g	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ^j	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ⁱ	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
R301.2.3. 1	115	No	No	No	C	Severe	45"	No	-15F	Yes	9/15/97 3/1/98	3000	35F
MANUAL J DESIGN CRITERIA ⁿ													
Elevation		Latitude		Winter heating	Summer cooling	Altitude correction factor		Indoor design temperature	Design temperature cooling		Heating temperature difference		
9,927		39		-14F	81F	.72		70F	75F		84		
Cooling temperature difference		Wind velocity heating		Wind velocity cooling	Coincident wet bulb	Daily range		Winter humidity	Summer humidity		—		
6		7.5		15	51	H		30%	50%		—		

- (20) IRC Section R301.2.3 (Snow Loads) is hereby amended to read as follows:

Sec. R301.2.3. Snow Loads.

Snow load values shall be determined by the data in Appendix E.

- (21) IRC Section R301.5 (Live Load), Table R301.5, is hereby amended by the deletion of the data in rows “Balconies (exterior) and decks” and “Fire Escapes”, the addition of a footnote (i) in such rows, and the addition of a footnote (i) to read as follows:
- (j) The minimum uniformly distributed live loads for exterior balconies, decks and fire escapes shall be as required for roof snow loads with pitches between 0 and 3:12 at the elevation listed in Appendix E, when such structures are exposed to snow loading. Otherwise, a live load of 60 psf shall be used. For decks subject to sliding snow from sloped roofs above, the design load shall be determined from the formula in Section 7.9, ASCE 7-02, published by the American Society of Civil Engineers.
- (22) IRC Section R302.5.1 (Opening Protection) is hereby amended to read as follows:

Sec. R302.5.1. Opening Protection.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with a solid wood door not less than 1 3/8 inches (35 mm) in thickness or solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, equipped with a self-closing or automatic-closing device.

- (23) IRC Section R302.7 (Under-Stair Protection) is hereby amended to read as follows:

Sec. R302.7. Under-Stair Protection.

Enclosed space under stairs that is accessed by a door or access panel shall have walls, under-stair surface and any soffits protected on the enclosed side with 5/8-inch Type X gypsum board.

- (24) IRC Section R303.1(Habitable Rooms) is hereby amended with the addition of a new Exception # 4 to read as follows:

Sec. R303.1. Habitable Rooms.

* * *

4. Where a room is designed specifically for a home theater, the provisions of this section need not be required provided the conditions of

Exceptions 1. and 2. above are met. A separate means of egress is not required for these rooms, regardless of whether they are located in a basement or elsewhere, unless the seating capacity exceeds ten (10) persons.

- (25) IRC Section 303.7 (Interior Stairway Illumination) is hereby amended to read as follows:

Sec. R303.7. Interior Stairway Illumination.

Interior stairways shall be provided with an artificial light source to illuminate the landings and treads. The light source shall be capable of illuminating treads and landings of not less than one (1) footcandle (11 lux) as measured at the center of treads and landings. There shall be a wall switch at each floor level to control the light switch where the stairway has six or more risers, as required by the current NEC.

Exception: A switch is not required where remote, central, or automatic control of lighting is provided.

- (26) IRC Section R309.5 (Fire Sprinklers) is hereby amended to read as follows:

Sec. R309.5. Fire Sprinklers.

Private garages may be protected by fire sprinklers where the garage wall has been designed based on Table R302.1(2). Note a. Sprinklers in garages shall be connected to an automatic sprinklers system that complies with Section P2094. Garage sprinklers shall be residential sprinklers or quick-response sprinklers, designed to provide a density of 0.05 gpm/ft. Garage doors shall not be considered obstructions with respect to sprinkler placement. If such sprinklers are installed, they must meet the standards of this code.

- (27) IRC Section R311.7.5.1 (Risers) is hereby amended to read as follows:

Sec. R311.7.5.1. Risers.

The maximum riser height shall be eight (8) inches. The riser height shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at any angle not more than thirty (30) degrees (0.51 rad) from the vertical. At open risers, openings located more than thirty (30) inches (762 mm), as measured vertically, to the floor or grade below shall not permit the passage of 4-inch diameter (102 mm) sphere. Exterior open risers are permitted provided the opening between treads does not permit the passage of a 6-inch diameter sphere.

Exceptions:

1. The openings between adjacent treads is not limited on spiral stairways.
2. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

- (28) IRC Section R311.7.5.2 (Treads) is hereby amended to read as follows:

Sec. R311.7.5.2. Treads.

The minimum tread depth shall be nine (9) inches. The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

- (29) IRC Section R312.1.3 (Opening Limitations), Exception 1 is hereby amended to read as follows:

Sec. R312.1.3. Opening Limitations.

* * *

Exceptions:

1. Required guards on open sides of exterior stairways, raised floor areas, balconies, and porches shall have immediate rails or ornamental closures, which do not allow passage of a sphere of six (6) inches or more in diameter.

- (30) IRC Section R313.1 (Townhouse Automatic Fire Sprinkler Systems) is hereby amended to read as follows:

Sec. R313.1. Townhouse Automatic Fire Sprinkler Systems.

An automatic sprinkler system may be installed in townhomes. If such sprinkler systems are installed, they must meet the standards of this code.

- (31) IRC Section R313.2 (One-and two-family dwellings automatic sprinkler systems) is hereby amended to read as follows:

Sec. R313.2. One – and Two- Family Dwellings Automatic Sprinkler Systems.

An automatic sprinkler system may be installed in one- or two-family dwellings. If such sprinkler systems are installed, they must meet the standards of this code.

- (32) IRC Section 315.2.2 (Alterations, repairs and additions) is amended to delete exception 2 in its entirety.
- (33) IRC Section R319.1 (Address Identification) is hereby amended to read as follows:

Sec. R319.1. Address Identification.

All new buildings shall have address characters identifying the property address, displayed and plainly visible and legible from the street or road fronting the property. Address characters shall be affixed to the side of the building facing the street on which the property is addressed or affixed to a sign or post located adjacent to the street on which the property is addressed. Address numbers shall be of a color and/or material that contrast with the background on which they are mounted.

Address characters affixed to the building or to a sign or post shall be at least 5 inches in height. For buildings located more than 150 feet from the shoulder or curb of the street, there shall be, address characters affixed to a sign or post. This sign or post shall be located 25 feet or less from the shoulder or curb of the street and shall have address characters at least five inches in height.

The Building Official may approve alternate building address signage.

- (34) IRC Section R404.1.3 (Concrete Foundation Walls) is hereby amended with the addition of the following paragraph:

Sec. R404.1.3. Concrete Foundation Walls.

* * *

Minimum reinforcing for concrete foundation walls that are not specified by a Professional Engineer or not designed according to the tables listed in this section shall have grade 40, #4 bars on 24-inch centers both horizontally and vertically.

- (35) IRC Section R905.2.7 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.2.7. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering

polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (36) IRC Section R905.3.3 (Underlayment) is hereby amended to read as follows:

Sec. R905.3.3. Underlayment.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (37) IRC Section R905.4.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.4.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (38) IRC Section R905.5.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.5.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (39) IRC Section 905.6.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.6.3.1 Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (40) IRC Section R905.7.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.7.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (41) IRC Section R905.8.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905..3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (42) IRC Section N1102.1.2 (R402.1.2) (Insulation and Fenestration Criteria), Table N1002.1.2, Row 7 and 8 is hereby amended to read as follows:

CLIMATE ZONE	<u>FENESTRATION U-FACTOR</u>	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH
7 and 8	0.30 [j]	0.55	NR	49	20 + 5[h] or 13 + 10	19/21	38[g]	15/19	10, 4 ft

- (43) IRC Section N1102.1.2 (R402.1.2) (Insulation and Fenestration Criteria), Table N1002.1.2, is hereby amended with the addition of a new footnote (j) to read as follows:

(j) A maximum U-factor of 0.32 shall apply in climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2

- (44) IRC Section N1102.4.1.2 (R402.4.1.2) (Testing) is amended to add the following sentence to the initial paragraph:

Mitigation of testing results are specified in the Lake County Building Department blower door testing policy.

- (45) IRC Section M1307.5 (Electrical Appliances) is hereby amended with a new title, “Appliances”. M1307.5 (Appliances) is further amended with the addition of two new subsections to read as follows:

Sec. M1307.5.1 Electrical appliances.

Electrical appliances shall be installed in accordance with Chapters 14, 15, 19, 20, and 34 through 43 of this code.

Sec. M1307.5.2 LPG appliances.

LPG appliances shall be permitted to be installed with proper ventilation, upon approval of the Building Official.

- (46) Chapter 14 (Heating and Cooling Equipment and Appliances) is hereby amended with the addition of a new section M1416 entitled, “Unvented Room Heaters” to read as follows:

Sec. M1416. Heating and Cooling Equipment and Appliances.

Unvented room heaters are prohibited in one- and two-family dwellings and townhouses.

- (47) IRC Section 1502.4.4 (Dryer Exhaust Duct Power Ventilators) is hereby amended with the addition of a new subsection 1502.4.4.1 entitled, “Specified Length” to read as follows:

Sec. 1502.4.4.1. Specified Length.

The code official shall be provided with a copy of installation instructions for the make and model of dryer.

- (48) IRC Section G2406.2 (303.3) (Prohibited Locations) is hereby amended by deletion of Exceptions 3 and 4 and by the addition of a new Exception 7 to read as follows:

Sec. G206.2 (303.3). Prohibited Locations.

7. LPG appliances shall be permitted to be installed with proper ventilation, upon approval of the Building Official.

- (49) IRC Section G2417.4.1 (406.4.1) (Test Pressure) is hereby amended to read as follows:

Sec. G2417.4.1 (406.4.1). Test Pressure.

The test pressure to be used shall not be less than one and one half time the proposed maximum working pressure but not less than 15 psig, irrespective of design pressure. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than fifty percent (50%) of the specified minimum yield strength of the pipe.

- (50) IRC Section G2445 (General) is amended to read as follows:

Sec. G2445 General.

Unvented room heaters are prohibited in one- and two-family dwelling units and townhouses.

- (51) IRC Section P2503.5.1 (Rough Plumbing) is hereby amended to read as follows:

Sec. P2503.5.1. Rough Plumbing.

DWV systems shall be tested on completion of the rough piping installation by water or by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

1. Water Test. Each section shall be filled with water to a point not less than five (5) feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the competed system. Water shall be held in the section under test for a period of fifteen (15) minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of five (5) pounds per square inch (psi) (34 kPa) or ten (10) inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of fifteen (15) minutes.

(52) IRC Section P2603.5.1 (Sewer Depth) is hereby amended to read as follows:

Sec. P2603.5.1. Sewer Depth.

Building sewers that connect to private sewer disposal systems shall be installed deep enough to protect from physical damage and the slope must be adequate to eliminate the possibilities of freezing.

(53) IRC Section E3401 (General) is hereby amended with the addition of a new subsection E3401.5 entitled, “Meter Protection” to read as follows:

Sec. E3401.5. Meter Protection.

The Building Official may require a utility-owned electric meter have protection from falling ice and snow.

(54) IRC Section E3703 (Required Branch Circuits) is hereby amended with the addition of a new subsection E3703.5 entitled, “Electric Vehicle Charging Branch Circuit” to read as follows:

Sec. E3703.5. Electric Vehicle Charging Branch Circuit.

All single-family homes shall be made EV-ready for charging by preinstalling conduit or conductors during construction of the house. Designate enough space and capacity on the main electrical panel or a garage subpanel for at least 40 amp, 240V dedicated branch circuit. Install conduit or conductors linking the electrical panel to the future location of the EV charger, near where cars will be parked in the garage or driveway. The Building Official may grant an exception in unique situations if a significant hardship is determined in acquiring the level of service necessary to meet this requirement.

Sec. 15.04.040. Amendment to 2018 International Mechanical Code.

The 2018 IMC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IMC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Mechanical Code of the City of Leadville, Colorado, hereinafter referred to as the “IMC” or as “this code.”

- (2) IMC Section 106.5.2 (Fee Schedule) is hereby amended to read as follows:

Sec. 106.5.2. Fee Schedule.

Fees shall be as provided for in Appendix B.

- (3) IMC Section 106.5.3 (Fee Refunds) is hereby amended to read as follows:

Sec. 106.5.3. Fee Refunds.

The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was paid erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty percent (80%) of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of the fee payment.

- (4) IMC Section 109 (Means of Appeal) and all of its subsections are amended by replacing the phrase “Board of Appeal” to “Board of Review.”
- (5) IMC Section 301.2 (Energy Utilization) is amended to read:

Sec. 301.2 Energy Utilization.

Heating, ventilating and air-conditioning systems of all structures shall be designated and installed for efficient utilization of energy in accordance with the International Energy Conservation Code, 2018 edition.

- (6) IMC Section 1204.2 (Required Thickness) is hereby amended to read as follows:

Sec. 1204.2. Required Thickness.

Hydronic piping shall be insulated to the thickness required by the 2018 International Energy Conservation Code.

Sec. 15.04.050. Amendment to 2018 International Plumbing Code.

The 2018 IPC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IPC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101. Title.

These regulations shall be known as the Plumbing Code of the City of Leadville, Colorado hereinafter referred to as the “IPC” or “this code.”

- (2) IPC Section 106.6.2 (Fee Schedule) is hereby amended to read as follows:

Sec. 106.6.2. Fee Schedule.

Fees shall be as provided for in Appendix B.

- (3) IPC Section 312.1 (Required Tests) is hereby amended to read as follows:

Sec. 312.1. Required Tests.

The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and he or she shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. Plumbing system piping shall be tested with either water or by air.

- (4) IPC Section 312.3 (Drainage and Vent Air Test) is hereby amended to read as follows:

Sec. 312.3. Drainage and Vent Air Test.

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.6 kPA) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test periods.

- (5) IPC Section 312.4 (Drainage and Vent Final Test) is hereby deleted in its entirety.
- (6) IPC Section 312.5 (Water Supply System Test) is hereby amended to read as follows:

Sec. 312.5. Water Supply System Test.

Upon completion of a section of or the entire water supply system, the system, or portion completed, shall be tested and proved tight under a water pressure not less than the working pressure of the system or by an air test of not less than 50 psi (344 kPA). This pressure shall be held for not less than 15 minutes. The water utilized for tests shall be obtained from a potable source of supply. The required tests shall be performed in accordance with this section and Section 107.

- (7) IPC Section 903.1 (Roof Extension) is hereby amended to read as follows:

Sec. 903.1. Roof Extension.

Open vent pipes that extend through a roof shall be terminated not less than 18 inches above the roof, or six inches above the anticipated snow accumulation, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall terminate not less than 7 feet (2134 mm) above the roof.

Sec. 15.04.060. Amendment to 2018 International Fuel Gas Code.

The 2018 IFGC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IFGC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Fuel Gas Code of the City of Leadville, Colorado, hereinafter referred to as the “IFGC” or “this code.”

- (2) IFGC Section 102 (Applicability) is hereby amended with a new subsection 102.12 entitled, “Utility-Owned Gas Meters” to read as follows:

Sec. 102.12. Utility-Owned Gas Meters.

The Building Official may require that a utility-owned gas meter have protection from falling ice and snow.

- (3) IFGC Section 103 (Department of Inspection) is hereby deleted in its entirety.
- (4) IFGC Section 104.1 (General) is hereby amended to read as follows:

Sec. 104.1. General.

The Leadville Building Official is hereby authorized and directed to enforce the provisions of this code.

- (5) IFGC Section 106.6.2 (Fee schedule) is hereby amended to read as follows:

Sec. 106.6.2. Fee Schedule.

Fees shall be provided for as in Appendix B.

- (6) IFGC Section 106.6.3 (Fee Refunds) is hereby amended to read as follows:

Sec. 106.6.3. Fee Refunds.

The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was paid erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty percent (80%) of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of the fee payment.

- (7) IFGC Section 109 (Means of Appeal), and all subsections thereto, is hereby amended by replacing the phrase “Board of Appeals” with Board of Review.”
- (8) IFGC Section 201.3 (Terms Defined in Other Codes) is hereby amended to read as follows:

Sec. 201.3. Terms Defined in Other Codes.

Where terms are not defined in this code and are defined in the National Electrical Code, International Building Code, International Fire Code, International Mechanical Code, or International Plumbing Code, such terms shall have meanings ascribed to them as in those codes.

- (9) IFGC Section 303.3 (Prohibited Locations) is hereby amended by deleting Exceptions 3 and 4.

Sec. 15.04.070. Amendment to 2018 International Existing Building Code.

The 2018 IEBC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IEBC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Existing Building Code of City of Leadville, Colorado hereinafter referred to as the “IEBC” or “this Code.”

- (2) IEBC Section 103 (Department of Building Safety) and all of its subsections are hereby deleted.
- (3) IEBC Section 105.1.1 (Annual Permit) is hereby deleted in its entirety.
- (4) IEBC Section 105.1.2 (Annual Permit Records) is hereby deleted in its entirety.
- (5) IEBC Section 105.2 (Work Exempt from Permit) is hereby amended with the addition of new paragraph to read as follows:

Sec. 105.2. Work Exempt from Permit.

* * *

Work exempted from requiring a building permit for the proposed work does not preclude any required approval from the City to insure compliance with zoning, use, and property setbacks. Unless otherwise exempted by this Code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws, ordinances or resolutions of this jurisdiction.

- (6) IEBC Section 105.2 (Work Exempt from Permit) is hereby amended further by adding to the Building section for projects that do not require a work permit to read as follows:

Sec. 105.2. Work Exempt from Permit.

Building.

* * *

7. Door and door frame replacement unless involving other structural changes.
8. Window replacement whereby replacing with code compliant windows and window frame replacement unless involving other structural changes.
9. Insulation installation less than 200 square feet in existing structures.
10. Removal and replacement of exterior siding materials less than 200 square feet.

- (7) IEBC Section 106.1 (General) is hereby amended with the addition of a new subsection 106.1.1 entitled, "Responsibility for Preparation of Plans and Specifications" to read as follows:

Sec. 106.1.1. Responsibility for Preparation of Plans and Specifications.

The Building Official shall require plans, computations, and specifications prepared, designed, and stamped by an engineer or architect licensed to practice in the State of Colorado when, but not limited to the following structure designs:

1. Foundations are constructed on caissons or any other method other than spread footings.

2. Roof framing or wall framing is other than conventional light-frame construction in accordance with AP&PA Wood Frame Construction Manual (WFCM).
 3. Buildings in which confirmation is required of beam sizes and spans, loading, or any structural element affecting the integrity of the building unless otherwise demonstrated to the Building Official's satisfaction.
 4. Plans that, in the judgment of the Building Official, are submitted by a professional draftsman.
- (8) IEBC Section 108.2 (Schedule of Permit Fees) is hereby amended to read as follows:

Sec. 108.2. Schedule of Permit Fees.

On buildings, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Schedule of Fees provided for in Appendices A and B.

- (9) IEBC Section 108.4 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. 108.4. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee as established by Section 108.4.1.

- (10) IEBC Section 108.4 (Work Commencing Before Permit Issuance) is hereby further amended with the addition of a new subsection 108.4.1. entitled, "Investigation Fee" to read as follows:

Sec. 108.4.1. Investigation Fee.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code and per the Schedule of Fees as set forth in the Appendices to this Chapter 15.04 of the Municipal Code. The minimum investigation fee shall be the same as the minimum fee set forth in the Schedule of Fees as provided for in Appendices A and B. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

- (11) IEBC Section 108.6 (Refunds) is hereby amended to read as follows:

Sec. 108.6. Refunds.

The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected if an audit of the project has been performed and the audit shows that the fees were paid incorrectly. If an owner or owner's representative feels that a fee is erroneously paid or collected, an audit may be required by the Building Official. The audit shall be performed by an auditor selected by the City. The project owner or owner's representative shall pay the cost of the audit.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

- (12) IEBC Section 109.6 (Approval Required) is hereby amended with a new subsection 109.6.1 entitled, "Inspection Record Card" to read as follows:

Sec. 109.6.1. Inspection Record Card.

An inspection record card shall be issued to the holder of a building permit or an agent of the permit holder to allow the Building Official to readily make entries thereon regarding the inspection approval of work. The building permit holder shall keep this inspection record card available to the Building Official on the project site until final building inspection approval has been granted by the Building Official.

- (13) IEBC Section 110.3 (Temporary Occupancy) is hereby amended to read as follows:

Sec. 110.3. Temporary Occupancy.

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely.

- (14) IEBC Section 112 (Board of Appeals) and its accompanying subsections, is hereby amended by replacing the phrase "Board of Appeals" with "Board of Review."

- (15) IEBC Section 112.1 (General) is hereby amended to reads as follows:

Sec. 112.1. General.

Appeals from the decision of the Building Official shall be filed with the Board of Review by filing a written appeal within sixty (60) days after the date of the Building Official's decision.

- (16) IEBC Section 1301.3.2 (Compliance with Other Codes) is hereby amended to read as follows:

Sec. 1301.3.2. Compliance with Other Codes.

Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

- (17) IEBC Section 1401.2 (Conformance) is hereby amended to read as follows:

Sec. 1401.2. Conformance.

The building shall be safe for human occupancy as determined by the International Fire Code. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.

- (18) IEBC Chapter 16 (Referenced Standards) regarding American Society of Mechanical Engineers ("ASME") referenced standards is amended to read as follows:

ASME

Standard reference number	Title	Referenced in code section number
ASME/A17.1 2019/CSA B44-07	Safety Code for Elevators and Escalators – with A17.1a/CSA B44a- 08 Addenda	410.8.2, 705.1.2, 902.1.2
A17.3—2005 as	Safety Code for Existing Elevators	

implemented in 7	and Escalators	902.1.2
CCR1101 – 8,		
Section 2-6-2		

A18.1--2017	Safety Standard for Platform Lifts and Stairway Lifts	410.8.3, 705.1.3
-------------	--	------------------

- (19) IEBC Chapter 16 (Referenced Standards) regarding International Code Council, Inc., is amended with the deletion of any reference to the International Property Management Code.

Sec. 15.04.080. Violations and Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, demolish, equip, use, occupy or maintain any building or structure or cause to permit the same to be done in violation of any of the Codes adopted in this Chapter. In addition to other sanctions set forth in the adopted Codes, a person or entity who violates the provisions of any such Code shall be subject to the penalties as set forth in Section 1.20.010 of this Code. Further, upon notice from the Building Official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

Sec. 15.04.090. Appendices.

Appendix A

BUILDING PERMIT FEE CALCULATION

Cost per square foot figures taken from the ICC's publication, Building Valuation Data & will be updated annually

Type of Space	Area per square foot	Cost per square foot	Value
Living (Wood Frame)		X \$150.87	
Living (IRC Modular)		X \$75.44	
Unfinished Basement		X \$23.20	
Garage / Storage		X \$60.43	
Deck / Porch / Carport		X \$60.43	
Remodel (Materials)		X 2 (for labor)	
Total Value			

_____ + (_____ X _____) = _____

Initial Fee cost per additional # of additional **BASE PERMIT FEE**

_____ + 0.65 x _____ = _____

Base Permit Fee **PLAN REVIEW FEE**

TOTAL FEE _____

Driveway _____

GRAND TOTAL _____

Other Fees:

1		
2	Reinspection fee	\$50.00/Hr.
3	Consultation fee	\$50Hr.
4	Additional plan review required by changes, additions or revisions	\$62.50 base fee + \$62.50 per half hour of review
5	Outside consultant for plan review and/or inspections	Cost + 20%
6	Temporary Certificate of Occupancy (TCO)	\$150.00 for 90 days
7	Solar Permit – Residential	\$150.00
8	Solar Permit - Commercial	\$300.00
9	Appeals	\$50.00

APPENDIX B

Schedule of Permit Fees for Work Done Under:

- a) International Fuel Gas Code
- b) International Mechanical Code
- c) International Plumbing Code
- d) Roofing Permit

Table 1-A Building Permit Fees

Total Valuation	Fees Based on 2018 IRC Appendix L
\$1.00 to \$500.00	\$24.00
\$501.00 to \$2,000.00	\$24.00 for the first \$500.00 plus \$3.00 for each additional \$100.00 or fraction of, to and including the \$2,000.00
\$2,001.00 to \$40,000.00	\$69.00 for the first \$2,000.00 plus \$11.00 for each additional \$1,000.00 or fraction of, to and including the \$40,000.00
\$40,001.00 to \$100,000.00	\$487.00 for the first \$40,000.00 plus \$9.10 for each additional \$1,000.00 or fraction of, to and including the \$100,000.00
\$100,001.00 to \$500,000.00	\$1,027.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction of, to and including the \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,827.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction of, to and including the \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$6,327.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction of, to and including the \$5,000,000.00
\$5,000,000.00 and up	\$18,327.00 for the first \$5,000,000.00 plus \$1.00 for each additional \$1,000.00 or fraction thereof

Valuation of Work

Permit Fee

Base Permit Fee.....\$50.00

More than \$2,000, but not more than \$50,000\$16.00 for each \$1,000 valuation
or fraction thereof

More than \$50,000, but not more than \$500,000.....\$250.00 plus \$13.00 for each
\$1,000 valuation or fraction thereof

More than \$500,000.....\$1,500 plus \$11.00 for
each \$1,000 valuation or fraction thereof

These are the fees in effect as of the date of adoption of this Ordinance. The fee
schedule may be updated annually.

APPENDIX C

Reserved

APPENDIX D

Schedule of Inspections for work done under either the International Building Code or the International Residential Code

General. Construction of work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances or the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this Code or of other ordinances shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Inspection Record Card. Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted an inspection card in a conspicuous place on the premises and in a position as to allow the Building Official to make the required entries conveniently thereon regarding inspection of the work.

Required Inspections. The Building Official, upon 24-hour notification, shall make the inspections set forth below as well as other inspections as needed.

Concrete Slab or Under-Floor Inspection. To be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Damp proofing Inspection. A damp proofing inspection may be required prior to back-fill unless otherwise approved by the Building Official. Damp proofing may be required by Section R406. A perimeter drain inspection may be made at this time if such drain is required by this code.

Final Inspection. The final inspection shall be made after all work required by the building permit is completed.

Fire Resistant Penetrations. Protection of joints and penetrations in fire-resistant-rated assemblies shall not be concealed from view until inspected and approved.

Footing Inspections. To be made after trenches are excavated, forms erected and reinforcing steel, if any, is placed and before footings are poured. A survey of the lot(s)

may be required at this time to verify that the structure is located in accordance with, and the elevation matches, the approved plans.

Foundation Wall Inspections. Shall be made after the footings or piers have been poured. The foundation walls shall be formed and reinforcing steel and void material in place per accepted plan.

Air/Water Resistive Barrier Inspection. Shall be made after the air/water barrier has been properly installed, fastened, and taped.

Frame Inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking is complete, and bracing is in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating, wire, pipe and duct inspections are approved.

Insulation Inspection. Shall be made after all insulation and vapor barriers are in place, and before any wall covering material is installed.

Lath or Gypsum Board Inspection. Shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.

Roofing Inspection, Final. Shall be conducted after the roof has been completed.

Roofing Inspection, Mid-Roof. Shall be made after the underlayment has been installed.

Utility Inspection. Prior to back-fill, and unless otherwise approved by the Building Official, underground gas, water, sewer and electric lines must be inspected from the utility tap to the structure.

APPENDIX E

Snow Load Tables

City of Leadville Snow Load Requirements (Based on Elevation)

(This table for reference only showing a relationship between pitch and degrees)

Pitch		0	3:12	4:12	5:12	6:12	7:12	8:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12
Degrees		0	14.0	18.4	22.6	26.6	30.3	33.7	36.9	39.8	42.5	45	47.3	49.4	51.3	53.1

Reduced Design Snow Load Based on Roof Pitch in Pounds per Square Foot

Elevation	Snow	0	3:12	4:12	5:12	6:12	7:12	8:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12
9000	65	65	65	65	60	60	55	50	45	45	40	40	40	40	40	40
9300	70	70	70	70	65	60	55	55	50	45	40	40	40	40	40	40
9500	75	75	75	75	70	65	60	55	50	50	45	40	40	40	40	40
9700	80	80	80	80	75	70	65	60	55	50	45	45	40	40	40	40
9900	85	85	85	85	80	75	70	65	60	55	50	45	40	40	40	40
10100	90	90	90	90	85	80	70	65	60	55	50	45	40	40	40	40
10300	95	95	95	95	90	85	75	70	65	60	55	50	45	40	40	40
10500	100	100	100	100	95	85	80	75	65	60	55	50	45	40	40	40
10600	105	105	105	105	100	90	85	75	70	65	55	50	45	45	40	40
10800	110	110	110	110	105	95	85	80	70	65	60	55	so	45	40	40
11000	115	115	115	115	110	100	90	80	75	70	60	55	50	45	40	40
11200	120	120	120	120	115	105	95	85	80	70	65	60	50	45	40	40
11300	125	125	125	125	120	110	100	90	80	75	65	60	55	50	45	40
11500	130	130	130	130	125	110	100	90	85	75	70	60	55	50	45	40
11700	135	135	135	135	125	115	105	95	85	80	70	65	55	50	45	40
11800	140	140	140	140	130	120	110	100	90	80	70	65	60	50	45	40
12000	145	145	145	145	135	125	115	100	90	85	75	65	60	55	45	40

Table based on the formula $R_s = S/40 - \frac{1}{2}$ where

R_s = Snow load reduction in psf per degree of slope over 20 degrees.

S = Design Snow Load in pounds per square foot (psf)

Minimum Snow Load is 40 psf

For lower roofs subject to sliding snow from sloped roofs above, the design load shall be determined from the formula in ASCE 7-16, Section 7.9, published by the American Society of Civil Engineers.

APPENDIX F

CONTRACTOR REGISTRATION

1. Contractor registration shall be defined as the registration of construction contractors which means a person, firm, or corporation that, in the pursuit of an independent business, offers to undertake, undertakes, or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish, for another, a building, or other structure, project, development, or improvement attached to real estate, including carpentry, electrical, plumbing, and roofing work, solar installation, elevator and boiler installation, window and door installation, and many other types of work. In order to do work similar to that described in the preceding paragraph, upon the construction contractor's property, the contractor employs members of more than one trade on a single job or under a single building permit issued through the City of Leadville, except as otherwise provided. For the purpose of this definition, subcontractor has the same meaning as contractor.
2. It shall be unlawful for any Contractor to perform work within the City of Leadville without first having registered with Lake County. Any Contractor who fails to register annually prior to conducting any construction work during that calendar year shall be subject to a fine of \$50.00.
3. Applicants shall submit a written application with the information as required on the Contractor Registration application form located in **Appendix F** of this ordinance to the Building Official.
4. Each application shall include a non-refundable fee as identified on the Contractor Registration application form located in **Appendix F**.

Contractor Registration Form

The Lake County Building Department requires all contractors that perform work within the County to be registered with the Lake County Building Department. All contractors will be put on a list that will be available to the public. All registrations will expire at the end of each calendar year, and will be required to be renewed by January 31st of each year or before any work is performed. All contractors will be required to carry a minimum of one (1) million dollar (\$1,000,000) liability insurance coverage.

*** PLEASE NOTE THAT ALL CONTRACTORS WILL BE REQUIRED TO PROVIDE PROOF OF PASSING APPROPRIATE ICC CONTRACTOR TESTING OR A LICENSE FROM A JURISDICTION THAT REQUIRES APPROPRIATE TESTING, AND A COPY OF THEIR CURRENT INSURANCE CERTIFICATE TO KEEP ON FILE WITH THE BUILDING DEPARTMENT. ***

Application for Contractor's Registration

***ALL BLANKS MUST BE FILLED IN AND ORIGINAL SIGNATURES ARE REQUIRED ***

Date: _____

Insurance Provider: _____

Owner's Name: _____

Contractor's Phone Number: _____

Company Name:

Email/Website:

Contractor's Mailing Address:

Signature:

Please check the following box(es) to indicate which contractor license(s) you are registering for:

- ☐ **Excavators= \$50.00**
- ☐ **Drywall Contractors= \$50.00**
- ☐ **General Contractors Residential C= \$50.00**
- ☐ **General Contractors Commercial B=\$50.00**
- ☐ **Mechanical Contractor= \$50.00**
- ☐ **Roofing Contractor= \$50.00**
- ☐ **Plumbing Contractor= \$50.00**
- ☐ **Insulation Contractor= \$50.00**
- ☐ **Fire Sprinkler Installers= \$50.00**
- ☐ **Solar Installer= \$50.00**
- ☐ **Water Well Const. & Pump Installer**

Please make checks payable to the Lake County Treasurer

Contractor's Registration Number: _____ (Office Use Only)

General contractors doing work on residential buildings shall provide proof of testing to the *ICC National Standard Residential Building Contractor "C" test.

General contractors doing work on commercial buildings shall provide proof of testing to the *ICC National Standard General Building Contractor "B" test.

***If you hold a license from another jurisdiction or institution, the Code Official shall determine exception eligibility from the ICC requirement.**

Section 3. Chapter 15.08 Repealed and Replaced. Chapter 15.08 entitled, "Fire Code" is hereby repealed and replaced to read in full as follows:

CHAPTER 15.08

FIRE CODE

Sec. 15.08.010. Adoption of the 2018 International Fire Code.

Pursuant to title 31, article 16, part 2, C.R.S., for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, certain code known as the *International Fire Code* (hereafter "International Code" or "International Fire

Code" or "the code") promulgated by the International Code Council, 4051 West Flossmoor Road, County Club Hills, IL 60478-5795, including appendices chapters A, B, C, D, and F, being particularly the 2018 Edition thereof and whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by sections of this ordinance. Said code, of not less than one copy, certified to be a true copy, shall be filed in the office of the City Clerk of the City of Leadville, and may be inspected by any interested person between the hours of nine a.m. and four p.m., Monday through Friday, holidays excepted. The code as finally adopted shall be available for inspection and sale to the public at cost through the Leadville/Lake County Fire Rescue (herein also referred to as the fire department), the Office of Lake County Community Services, and the office of the City Clerk of Leadville. After the date on which this chapter takes effect, the provisions thereof shall be controlling within the City of Leadville, Colorado.

Sec. 15.08.020. Amendments, Deletions, and Modifications.

Additions, deletions, amendments, and changes to the International Fire Code (IFC), 2018 Edition, are hereby adopted as follows:

- (1) IFC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Fire Code of City of Leadville, Colorado, hereinafter referred to as the "IFC" or "this code."

- (2) IFC Section 901.4.3 (Fire Areas) is hereby amended to read as follows:

Sec. 901.4.3. Fire Areas.

Where buildings, or portions thereof, constructed under the International Building Code, are divided into fire areas so as not to exceed the limits established for requiring a fire protection system in accordance with this chapter, such fire areas shall be separated by fire walls constructed in accordance with the International Building Code or horizontal assemblies constructed in accordance with the International Building Code, or both, having a fire-resistance rating of not less than that determined in accordance with the International Building Code.

- (3) IFC Section 907.2.1. (Groups A) is hereby amended to read as follows:

Sec. 907.2.1. Group A.

A manual and automatic fire alarm system shall be installed in Group A occupancies having an occupant load of 49 or more and /or more than 5,000 square feet. Group A occupancies not separated from one another in accordance with Section 707.3.9 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

- (4) IFC Section 907.2.1.1 (System Initiation in Group A occupancies with an occupant load of 1,000 or more) is hereby amended to read as follows:

Sec. 907.2.1.1. System Initiation in Group A occupancies with an occupancy load of 49 or more.

Activation of the fire alarm in Group A occupancies with an occupant load of 49 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2.

Exception: Where approved, the prerecorded announcement is allowed to be manually deactivated for a period of time, not to exceed 3 minutes, for the sole purpose of allowing a live voice announcement from an approved, constantly attended location.

- (5) IFC Section 907.2.2 (Group B) is amended to read as follows:

Sec. 907.2.2 Group B.

A manual and an automatic fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 49 or more and/or more than 5,000 square feet.
2. The Group B occupant load is more than 49 persons above or below the lowest level of exit discharge.
3. The fire area contains an ambulatory care facility.

- (6) IFC Section 907.2.4 (Group F) is hereby amended to read as follows:

907.2.4 Group F.

A manual and an automatic fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where one of the following conditions exist:

1. The Group F occupancy is one or more stories in height; and
2. The Group F occupancy has a combined occupant load of 49 or more above or below the lowest level of exit discharge.
3. The Group F occupancy is more than 5,000 square feet.

- (7) IFC Section 907.2.5 (Group H) is hereby amended to read as follows:

907.2.5 Group H.

A manual and an automatic fire alarm system in accordance with Section 907.2 shall be installed in all Group H occupancies and in occupancies used for the

manufacture of organic coatings. An automatic smoke detection system shall be installed for highly toxic gases, organic peroxides and oxidizers in accordance with Chapters 60, 62 and 63, respectively.

- (8) IFC Section 907.2.7 (Group M) is hereby amended to read as follows:

907.2.7 Group M.

A manual and automatic fire alarm system shall be installed through-out in Group M occupancies in accordance with Section 907.5 where one of the following conditions exists:

1. The combined Group M occupant load of all floors is 49 or more persons.
2. The Group M occupant load is more than 20 persons above or below the lowest level of exit discharge.
3. The Group M total square footage is 5,000 square feet or more.

Sec. 15.08.030. Violations and Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, demolish, equip, use, occupy or maintain any building or structure or cause to permit the same to be done in violation of any of the Codes adopted in this Chapter. In addition to other sanctions set forth in the adopted Codes, a person or entity who violates the provisions of any such Code shall be subject to the penalties as set forth in Section 1.20.010 of this Code. Further, upon notice from the Building Official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

Section 4. Chapter 15.16 Repealed and Replaced. Chapter 15.16 titled, "Building Codes Board of Appeals" is hereby repealed and replaced to read in full as follows:

CHAPTER 15.16

BUILDING CODES APPEALS

Sec. 15.16.010. Appeals.

All appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of any of the city's building and technical codes adopted pursuant to this title shall be heard by the Lake County Board of Review.

Section 5. Remaining Provisions. Except as specifically amended hereby, all other provisions of the Leadville Municipal Code shall continue in full force and effect.

Section 6. Codification Amendments. The codifier of Leadville's Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Leadville Municipal Code.

Section 7. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 8. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this Ordinance.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Leadville, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this 19th day July, 2022.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED in full in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, on the 21st day of July, 2022.

**PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED,
with any amendments, this 2nd day of August, 2022.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED BY TITLE ONLY, with any amendments, in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this _____ day of _____, 2022.

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2022**

AN ORDINANCE REPEALING AND REENACTING CHAPTERS 15.04, 15.08 AND 15.16 OF THE CITY OF LEADVILLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2018 INTERNATIONAL MECHANICAL CODE, THE 2018 INTERNATIONAL PLUMBING CODE, THE 2018 INTERNATIONAL FUEL GAS CODE, THE 2018 INTERNATIONAL EXISTING BUILDING CODE, THE 2020 NATIONAL ELECTRICAL CODE, AND THE 2018 INTERNATIONAL FIRE CODE; MAKING SPECIFIC AMENDMENTS THERETO; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

WHEREAS, the City Council of the City of Leadville (“City Council”) possesses the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety and welfare of the citizens of Leadville; and

WHEREAS, pursuant to C.R.S. § 31-16-201 *et seq.*, the City may adopt any code by reference provided that the municipality provides proper notice and holds a public hearing prior to such adoption by reference; and

WHEREAS, the City has previously adopted by reference the following codes: the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2012 International Fuel Gas Code, the 2012 International Existing Building Code, and the 2012 International Fire Code; and

WHEREAS, periodically it is necessary for the City to update those building and fire codes which are adopted by reference in order to remain technically current; and

WHEREAS, pursuant to C.R.S. § 12-115-107, the City is required to adopt the most recently adopted version of the National Electrical Code, which is currently the 2020 National Electrical Code; and

WHEREAS, the City desires to adopt by reference the following codes: the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2020 National Electrical Code, and the 2018 International Fire Code; and

WHEREAS, the City held a public hearing on August 2, 2022, with proper notice provided, to consider adoption of such codes as required by law; and

WHEREAS, copies of all codes adopted herein, will be available for inspection at the office of the Deputy City Clerk located at 800 Harrison Avenue, Leadville, Colorado 80461; and

WHEREAS, the City Council finds this ordinance and adoption of these codes by reference to be necessary in furtherance of the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF LEADVILLE, COLORADO:

Section 1. **Recitals.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. **Chapter 15.04 Repealed and Replaced.** Chapter 15.04 entitled, “Technical Building Codes” is hereby repealed and replaced to read in full as follows:

CHAPTER 15.04

TECHNICAL BUILDING CODES

Sec. 15.04.010. Codes Adopted.

- (a) The International Building Code (IBC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 35 inclusive, is hereby adopted by reference as the City of Leadville Building Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.020.
- (b) The International Residential Code (IRC), 2018 Edition as published by the International Code Council, Inc, 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 44 inclusive and Appendix Chapters E, F and G, is hereby adopted by reference as the City of Leadville Residential Building Code (“IRC”) as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in section 15.04.030.
- (c) The International Mechanical Code (IMC), 20128 Edition as published by the International Code Council, Inc, 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 15 inclusive, is hereby adopted by reference as the City of Leadville Mechanical Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.040.
- (d) The International Plumbing Code (IPC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, and as amended by the State of Colorado Plumbing Board and/or its successors, Chapters 1 through 14 inclusive, is hereby adopted by reference as the City of Leadville Building Plumbing Code as if fully set out in this

section with the additions, deletions, insertions, and changes as set forth in Section 15.04.050.

- (e) The International Fuel Gas Code (IFGC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 8 inclusive, is hereby adopted by reference as the City of Leadville Building Fuel Gas Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.060.
- (f) The International Existing Building Code (IEBC), 2018 Edition, as published by the International Code Council, Inc., 500 New Jersey Avenue, NW 6th Floor, Washington DC 20001, Chapters 1 through 3516 inclusive, is hereby adopted by reference as the City of Leadville Existing Building Code as if fully set out in this section with the additions, deletions, insertions, and changes as set forth in Section 15.04.070.
- (g) The National Electrical Code (NEC), published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, the specific edition as promulgated, adopted, and amended by the State of Colorado Electrical Board and/or its successors, is hereby adopted by reference as the City of Leadville Electrical Code as if fully set out in this section.

Sec. 15.04.020. Amendment to 2018 International Building Code.

The 2018 IBC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IBC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the *Building Code of the City of Leadville*, hereinafter referred to as “the IBC” or “this Code.”

- (2) IBC Section 101.2 (Scope) is hereby amended with the addition of a new subsection 101.2.2 entitled, “Permits” to read as follows:

Sec. 101.2.2. Permits.

This Code shall apply to all permits applied for after the effective date of the Ordinance adopting by reference the 2018 IBC.

- (3) IBC Section 101.2 (Scope) is hereby amended with the addition of a new subsection 101.2.3 entitled, “Preemption” to read as follows:

Sec. 101.2.3. Preemption.

Whenever State law or State regulation imposes higher standards than are required by this code, the State law or State regulation providing the higher standard shall govern. When the standards imposed by this code are higher than the standards imposed by any other law, regulation, or ordinance of any governmental body, the standards of this code shall apply.

- (4) IBC Section 101.4.3 (Plumbing) is hereby amended to read as follows:

Sec. 101.4.3. Plumbing.

The provisions of the *International Plumbing Code* shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, appurtenances, and where connected to a water or sewer system and all aspects of a medical gas systems.

- (5) IBC Section 101.4.4 (Property Maintenance) is hereby deleted in its entirety.

~~(6) IBC Section 101.4.5 (Fire Prevention) is hereby deleted in its entirety.~~

- ~~(7)~~(6) IBC Section 101.4 (Referenced Codes) is hereby amended with the addition of a new Section 101.4.8 entitled “Electrical” to read as follows:

Sec. 101.4.8. Electrical.

The provisions of the National Electrical Code, the specific addition as adopted and amended by the State of Colorado Electrical Board, and or its successor(s), shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

- ~~(8)~~(7) IBC Section 102.6 (Existing Structures) is hereby amended to read as follows:

Sec. 102.6. Existing Structure.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the International Existing Code or the International Fire Code.

~~(9)~~(8) IBC Section 103 (Department of Building Safety) and its corresponding subsections are hereby deleted in its entirety.

~~(40)~~(9) IBC Section 105.1.1 (Annual Permit) is hereby deleted in its entirety.

~~(44)~~(10) IBC Section 105.1.2 (Annual Permit Records) is hereby deleted in its entirety.

~~(42)~~(11) IBC Section 105.2 (Work Exempt from Permit) is hereby amended with the addition of the following:

Sec. 105.2. Work Exempt from Permit.

* * *

Work exempted from requiring a building permit for construction of the building does not preclude any required approval from the Planning ~~and Zoning~~ Department to ensure compliance with zoning, use, and building setbacks. Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ~~o~~Ordinances of this jurisdiction.

The area of an exempt building in 105.2 of this section, shall be changed to two hundred (200) square feet to conform to that allowed under Section R105.2 of the International Residential Code.

The following work will not require a permit:

- 1) Drywall installation under two hundred (200) square feet.
- 2) Window replacement not requiring change of headers or structural members.
- 3) Replacement of exterior siding less than two hundred (200) square feet.
- 4) Insulation installation less than two hundred (200) square feet in existing structures.

~~(43)~~(12) IBC Section 107.1 (General) is hereby amended with a new subsection 107.1.1 entitled, "Responsibility for Preparation of Plans and Specifications" to read as follows:

Sec. 107.1.1. Responsibility for Preparation of Plans and Specifications.

In accordance with Section 107.1 (General), the Building Official shall require plans, computations, and specifications to be prepared, designed, and stamped by an engineer or architect licensed in the State of Colorado when, but not limited to:

- 1) Foundations ~~are constructed on caissons or any other method other than spread footings~~that are not addressed within the IBC.
- 2) Roof framing or wall framing is "other than standard" construction not conforming to the requirements of Chapters 16 and 23.
- 3) All Buildings classified in Groups A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.
- 4) Plans that, in the judgment of the Building Official, are submitted which are severely lacking in information showing compliance with the code, must be designed, and resubmitted by a professional draftsman.

~~(14)~~(13) IBC Section 107.2.1 (Information on Construction Documents) is hereby amended to read as follows:

Sec. 107.2.1. Information on Construction Documents.

Construction documents shall be dimensioned and drawn on suitable material. Electronic media documents are permitted to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

Each sheet of each set of plans shall provide the name of the person who prepared such plans and/or specifications.

~~(15)~~(14) IBC Section 107.3.3 (Phased Approval) is hereby amended to read as follows:

Sec. 107.3.3. Phased Approval.

The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

When a permit has been issued for part of a building or structure and the City adopts a new building code, new permits may be issued for the remaining portion of the building or structure under the provisions and requirements of the code in effect at the time the first permit was issued, if the remaining permits are issued within one year of the adoption of the new code.

~~(+6)~~(15) IBC Section 108.3 (Temporary Power) is hereby amended to read as follows:

Sec. 108.3. Temporary Power.

The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the National Electrical Code or its successor as may be adopted by the State of Colorado Electrical Board.

~~(+7)~~(16) IBC Section 109.2 (Schedule of Permit Fees) is hereby repealed in its entirety and replaced to read as follows:

Sec. 109.2. Schedule of Permit Fees.

Fees shall be as provided for in Appendix A.

~~(+8)~~(17) IBC Section 109.4 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. 109.4. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to punitive charges. The charge shall be no less than twice the normal permit fee for the work being done plus an hourly charge for any additional inspections.

~~(19)~~(18) IBC Section 109.6 (Refunds) is hereby amended to read as follows:

Sec. 109.6. Refunds.

The Building Official is authorized to establish a refund policy.

The Building Official may authorize refunding of not more than eighty percent (80%) of the permit fee when no work has been done under a permit issued in accordance with this code. The original applicant must make a request in writing within one hundred eighty (180) days of the original fee payment. If a plan review was charged and appropriate plan review performed, no portion of this part of fee is refundable.

~~(20)~~(19) IBC Section 110.1 (General) is hereby amended to read as follows:

Sec. 110.1. General.

Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain visible and able to be accessed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the City. Inspections presuming to give authority to violate or cancel the provisions of this code or other ordinances of the city shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the Building Official nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Inspections shall be as provided for in Appendix D.

~~(21)~~(20) IBC Section 110.3 (Required Inspections) shall be amended to read as follows:

Sec. 110.3. Required Inspections.

The Building Official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.12.

~~(22)~~(21) IBC Section 110.3 (Required Inspections) shall be amended with the addition of a new subsection 110.3.12. entitled, "Reinspection" to read as follows:

Sec. 110.3.12. Reinspection.

The Building Official may impose a reinspection fee if code violations are not corrected and required work that has been requested by the Building Official is not complete or requires an additional inspection.

~~(23)~~(22) IBC Section 111.3 (Temporary Occupancy) is hereby amended to read as follows:

Sec. 111.3. Temporary Occupancy.

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The temporary certificate of occupancy is valid for ~~ninety (90) days~~sixty (60) days, with one (1) renewal of sixty (60) days permitted; at the discretion of the Building Official.

~~(24)~~(23) IBC Section 113 (Board of Appeals), and its subsections, are amended by replacing “Board of Appeals” with the “Board of Review.”

~~(25)~~(24) IBC Section 502.1 (Address Identification) is hereby amended to read as follows:

Sec. 502.1. Address Identification.

New and existing buildings shall be provided with approved address identification. Each character shall be not less than five (5) inches in height and not less than one half inch (1/2 inch) in width.

~~(26)~~(25) IBC Section 901.5 (Acceptance Tests) is hereby amended with the addition of a new subsection 901.5.1 entitled “Special Inspector” to read as follows:

Sec. 901.5.1. Special Inspector.

All fire protection systems required by this chapter shall be inspected and approved by a special inspector. The inspector shall be an employee of the fire department having jurisdiction or another qualified individual with prior approval of the Building Official. Inspections and approvals shall be documented and submitted as per Chapter 17 of this code.

~~(27)~~(26) IBC Section 1301.1.1 (Criteria) is hereby amended to read as follows:

Sec. 1301.1.1. Criteria.

Buildings shall be designed and constructed in accordance with the 2018 International Energy Conservation Code.

~~(28)~~(27) IBC Section 1505.1 (General), Table 105.1 (Minimum Roof Covering Classification for Types of Construction) is hereby amended by the deletion of superscript “a.”

~~(29)~~(28) IBC Section 1608 (Snow Loads) shall be amended to read as follows:

Sec. 1608. Snow Loads.

Snow load calculations shall be based on values provided for in Appendix E.

~~(30)~~(29) IBC Chapter 27 (Electrical) is hereby deleted in its entirety.

~~(31)~~(30) IBC Section 2901.1 (Scope) is hereby amended to read as follows:

Sec. 2901.1. Scope.

The provisions of this chapter and the International Plumbing Code shall govern the design, construction, erection, and installation of plumbing components, appliances, equipment, and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1209. The International Fire Code, the International Property Maintenance Code and the International Plumbing Code shall govern the use and maintenance of plumbing components, appliance, equipment, and systems. The International Existing Building Code and the International Plumbing Code shall govern the alteration, repair, relocation, replacement, and addition of plumbing components, appliances, equipment, and systems.

Sec. 15.04.030. Amendment to 2018 International Residential Code.

The 2018 IRC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

(1) IRC Section R101.1 (Title) is hereby amended to read as follows:

R101.1. Title.

These provisions shall be known as the Residential Code for One and Two-Family Dwellings of the City of Leadville, and shall be cited as such and will be referred to herein as “the IRC” and “this code.”

- (2) IRC Section R101.2 (Scope) is hereby amended to read as follows:

R101.2. Scope.

The provisions of this code shall be apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one and two-family dwellings and townhouses not more than three (3) stories above grade plan in height with a separate means of egress and their accessory structures not more than three (3) stories above grade plane in height.

ExemptionExemptions:

1. Existing building permits prior to the effective date of this code, along with all approved extensions, shall remain in effect and shall be subject to the International Residential Code, 2012 edition.

2. Existing buildings undergoing repair, alterations or additions, and change of occupancy shall be permitted to comply with the International Residential Code, 2012 Edition, if the work was originally permitted under this code within one year of the adoption of the 2018 code.

- (3) IRC Section R101.2.2 (Other Laws) is hereby amended to read as follows:

Sec. R101.2.2. Other Laws.

The provision of this code shall not be deemed to nullify any provisions of local, state, or federal law. Whenever a State law or regulation imposes higher standards than are required by this code, the State law or State regulation providing the higher standard shall govern. When the standards imposed by this code are higher than the standards imposed by any other law, regulation, or ordinance of any governmental body, the standards of this code shall apply.

- (4) IRC Section R102.7 (Existing Structures) is hereby amended to read as follows:

Sec. R102.7. Existing Structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or the International Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

- (5) IRC Section R103 (Department of Building Safety) is hereby ~~deleted in its entirety~~amended to change the title to Department of Building.
- (6) IRC Section R104.8 (Liability) is hereby amended to read as follows:

Sec. R104.8. Liability.

The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors on said plans, specifications, and other data, or from preventing building operations being carried on thereunder, when in violation of this code, or any other Ordinance, or from collecting additional fees as appropriate. Nothing in this code is intended to authorize any person or agency with development review authority, other than the Building Official, to deny the issuance of a building permit hereunder.

The Building Official is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all building(s) and all structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied.

- (7) IRC Section R105.2 (Work Exempt from Permit) is hereby as follows with deletions shown in strikethrough text and additions shown in underlined text:

Sec. R105.2. Work Exempt from Permit.

* * *

Building:

* * *

2. Fences not over 7 feet (2134 mm) high. Fences six (6) feet or less in height.

* * *

11. Drywall installation in buildings under two hundred (200) square feet.

12. Window replacement whereby installing code compliant~~tee~~ windows that do not require a change of headers or structural members.

13. Replacement of exterior siding less than two hundred (200) square feet.

14. Insulation installation less than two hundred (200) square feet in existing structures.

* * *

Work exempted from requiring a building permit for construction of the building does not preclude any required approval from the Planning ~~and Zoning~~ Department to ensure compliance with zoning, use, and building setbacks. Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits.

- (8) IRC Section R106.1.1 (Information on Construction Documents) is amended as follows:

Sec. R106.1.1. Information on Construction Documents.

Construction documents shall be drawn upon suitable material. Electronic media documents are permitted to be submitted where approved to the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

Each sheet of each set of plans shall give the name of the person who prepared such plans and specifications.

- (9) IRC Section R106.3.~~23~~ (~~Phased-Previous~~ Approvals) is hereby amended to ~~read~~ add a new paragraph as follows:

Sec. R106.3.~~23~~. Phased-Previous Approvals.

* * *

When a permit has been issued for part of a building or structure and the City adopts a new building code, new permits may be issued for the remaining portion of the building or structure under the provisions and requirements of the code in effect at the time the immediately preceding permit was issued, if the remaining permits are issued within one year of the adoption of the new code.

- (10) IRC Section R106.3 (Examination of Documents) is hereby amended with the addition of a new subsection R106.3.4 entitled “Responsibility for Preparation of Plans and Specifications” to read as follows:

Sec. R106.3.4. Responsibility for Preparation of Plans and Specifications.

The Building Official shall require plans, computations, and specifications to be prepared, designed, and stamped by an engineer or architect licensed in the State of Colorado when, but not limited to:

- 1) Foundations that are not addressed within the International Residential Code.
 - 2) Wall or roof framing is "other than standard" construction not conforming to the requirements of Chapters 6 and 8,
 - 3) Foundations are located in designated dipping bedrock areas and per Sections R403.1.8;
 - 4) Metal buildings and structures are constructed; or
 - 5) Plans that, in the judgment of the Building Official, are submitted which are severely lacking in information showing compliance with the code, must be designed and resubmitted by a professional draftsman.
- (11) IRC Section R107.3 (Temporary Power) is hereby amended by the replacement of reference to the “NFPA 70” with “the National Electrical Code as may be revised by the State of Colorado Electrical Board.”
- (12) IRC Section R108.2 (Schedule of Permit Fees) is hereby amended to read as follows:

Sec. R108.2. Schedule of Permit Fees.

Permit fees shall be as determined by Appendix A.

- (13) IRC Section R108.5 (Refunds) is hereby amended to read as follows:

Sec. R108.5. Refunds.

The Building Official may authorize refunding of not more than 80 percent of the permit fee when no work has been done under a permit issued in accordance with this code. The original applicant must make a request in writing within 180 days of the original fee payment. If a plan review fee was charged and appropriate plan review performed, no portion of this part of the fee is subject to refund.

- (14) IRC Section R108.6 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. R108.6. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to punitive charges. The charge shall be twice the normal permit fee for the work being done plus an hourly charge for any additional inspections necessary.

- (15) IRC Section R109 (Inspections) and all of its subsections are hereby repealed in its entirety and replaced as follows:

R109.1. General

Inspections shall be as provided for in Appendix ~~A~~D.

R109.2 Reinspection.

The Building Official may impose a reinspection fee if code violations are not corrected, and required work that has been requested by the Building Official, is not complete and requires an additional inspection.

R109.3 Sanitation.

At the time of construction start-up, approved sanitary facilities are required at all construction jobs. The number of toilets shall be adequate for the number of construction workers, but no less than the number deemed necessary by the Building Official, or as called for in the adopted plumbing code. If a construction site becomes inactive for a period of time, the portable toilet may be removed

during this period of inactivity. Temporary toilets or use of a neighboring facility may be used if approved by the Building Official.

R109.4 Dumpsters.

Dumpsters or equivalent containers of adequate size to handle trash and unwanted materials from the permitted project shall be provided.

- (16) IRC Section R110.4 (Temporary Occupancy) is hereby ~~repealed—and reenacted~~amended to read as follows:

R110.4 Temporary occupancy.

The Building Official is authorized to issue a Temporary Certificate of Occupancy before the completion of the entire work covered by the permit provided the following conditions are satisfied:

1. One bathroom with lavatory, water closet, tub or shower, and flooring has been completed.
2. A food preparation area, with sink, hot and cold water, and flooring has been completed.
3. Electrical system is complete for areas that are to be finished, or blanked off in unfinished areas.
4. Egress windows where required by this code are installed.
5. A heating system is operational as required by Section R303.9, Required Heating.
6. The exterior is complete and watertight with siding, trim, flashing and a roof.
7. Handrails and guardrails are in place.
8. All life-safety systems as determined necessary by the Building Official are in place.

- (17) IRC Section R112 (Board of Appeals), and all subsections thereof, is hereby amended with the replacement of “Board of Appeals” with “Board of Review.”

- (18) IRC Section R202 (Definitions) is hereby amended with the addition of the following definition of “bedroom” to appear in alphabetical order with the existing definitions:

Sec. R202. Definitions.

* * *

BEDROOM. A room, which is designed as a sleeping room, in Group R occupancies or a room, or area that can be used as a sleeping room and contains a closet.

* * *

- (19) IRC Section R301.2 (Climatic and Geographic Design Criteria) is hereby amended with the repeal and replacement of Table R301.2 to read as follows:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ^j	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ⁱ	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
R301.2.3. 1	115	No	No	No	C	Severe	48"	No	-15F	Yes	9/15/97 3/1/98	3000	35F
MANUAL J DESIGN CRITERIA ⁿ													
Elevation		Latitude		Winter heating	Summer cooling	Altitude correction factor		Indoor design temperature		Design temperature cooling		Heating temperature difference	
9,927		39		-14F	81F	.72		70F		75F		84	
Cooling temperature difference		Wind velocity heating		Wind velocity cooling	Coincident wet bulb	Daily range		Winter humidity		Summer humidity		---	
6		7.5		15	51	H		30%		50%		---	

- (20) IRC Section R301.2.3 (Snow Loads) is hereby amended to read as follows:

Sec. R301.2.3. Snow Loads.

Snow load values shall be determined by the data in Appendix E.

- (21) IRC Section R301.5 (Live Load), Table R301.5, is hereby amended by the deletion of the data in rows “Balconies (exterior) and decks” and “Fire Escapes”, the addition of a footnote (j) in such rows, and the addition of a footnote (j) to read as follows:

- (j) The minimum uniformly distributed live loads for exterior balconies, decks and fire escapes shall be as required for roof snow loads with pitches

between 0 and 3:12 at the elevation listed in Appendix E, when such structures are exposed to snow loading. Otherwise, a live load of 60 psf shall be used. For decks subject to sliding snow from sloped roofs above, the design load shall be determined from the formula in Section 7.9, ASCE 7-02, published by the American Society of Civil Engineers.

- (22) IRC Section R302.5.1 (Opening Protection) is hereby amended to read as follows:

Sec. R302.5.1. Opening Protection.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with a solid wood door not less than 1 3/8 inches (35 mm) in thickness or solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, equipped with a. ~~Doors shall be self latching and equipped with~~ self-closing or automatic-closing devices.

- (23) IRC Section R302.7 (Under-Stair Protection) is hereby amended to read as follows:

Sec. R302.7. Under-Stair Protection.

Enclosed space under stairs that is accessed by a door or access panel shall have walls, under-stair surface and any soffits protected on the enclosed side with 5/8-inch Type X gypsum board.

- (24) IRC Section R303.1(Habitable Rooms) is hereby amended with the addition of a new Exception # 4 to read as follows:

Sec. R303.1. Habitable Rooms.

* * *

4. Where a room is designed specifically for a home theater, the provisions of this section need not be required provided the conditions of Exceptions 1. and 2. above are met. A separate means of egress is not required for these rooms, regardless of whether they are located in a basement or elsewhere, unless the seating capacity exceeds ten (10) persons.

~~(25) —IRC Section 303.4 (Mechanical Ventilation) is hereby deleted in its entirety.~~

~~(26)~~(25) IRC Section 303.7 (Interior Stairway Illumination) is hereby amended to read as follows:

Sec. R303.7. Interior Stairway Illumination.

Interior stairways shall be provided with an artificial light source to illuminate the landings and treads. The light source shall be capable of illuminating treads and landings of not less than one (1) footcandle (11 lux) as measured at the center of treads and landings. There shall be a wall switch at each floor level to control the light switch where the stairway has six or more risers, as required by the current NEC.

Exception: A switch is not required where remote, central, or automatic control of lighting is provided.

~~(27)~~(26) _____ IRC Section R309.5 (Fire Sprinklers) is hereby amended to read as follows:

Sec. R309.5. Fire Sprinklers.

Private garages may be protected by fire sprinklers where the garage wall has been designed based on Table R302.1(2). Note a. Sprinklers in garages shall be connected to an automatic sprinklers system that complies with Section P2094. Garage sprinklers shall be residential sprinklers or quick-response sprinklers, designed to provide a density of 0.05 gpm/ft. Garage doors shall not be considered obstructions with respect to sprinkler placement. If such sprinklers are installed, they must meet the standards of this code.

~~(28)~~(27) _____ IRC Section R311.7.5.1 (Risers) is hereby amended to read as follows:

Sec. R311.7.5.1. Risers.

The maximum riser height shall be eight (8) inches. The riser height shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at any angle not more than thirty (30) degrees (0.51 rad) from the vertical. At open risers, openings located more than thirty (30) inches (762 mm), as measured vertically, to the floor or grade below shall not permit the passage of 4-inch diameter (102 mm) sphere. Exterior open risers are permitted provided the opening between treads does not permit the passage of a 6-inch diameter sphere.

Exceptions:

1. The openings between adjacent treads is not limited on spiral stairways.

2. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

~~(29)~~(28) IRC Section R311.7.5.2 (Treads) is hereby amended to read as follows:

Sec. R311.7.5.2. Treads.

The minimum tread depth shall be nine (9) inches. The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

~~(30)~~(29) IRC Section R312.1.3 (Opening Limitations), Exception 1 is hereby amended to read as follows:

Sec. R312.1.3. Opening Limitations.

* * *

Exceptions:

1. Required guards on open sides of exterior stairways, raised floor areas, balconies, and porches shall have immediate rails or ornamental closures, which do not allow passage of a sphere of six (6) inches or more in diameter.

~~(31)~~(30) IRC Section R313.1 (Townhouse Automatic Fire Sprinkler Systems) is hereby amended to read as follows:

Sec. R313.1. Townhouse Automatic Fire Sprinkler Systems.

An automatic sprinkler system may be installed in townhomes. If such sprinkler systems are installed, they must meet the standards of this code.

~~(32)~~(31) IRC Section R313.2 (One-and two-family dwellings automatic sprinkler systems) is hereby amended to read as follows:

Sec. R313.2. One – and Two- Family Dwellings Automatic Sprinkler Systems.

An automatic sprinkler system may be installed in one- or two-family dwellings. If such sprinkler systems are installed, they must meet the standards of this code.

(32) IRC Section 315.2.2 (Alterations, repairs and additions) is amended to delete exception 2 in its entirety.

(33) IRC Section R319.1 (Address Identification) is hereby amended to read as follows:

Sec. R319.1. Address Identification.

All new buildings shall have address characters identifying the property address, displayed and plainly visible and legible from the street or road fronting the property. Address characters shall be affixed to the side of the building facing the street on which the property is addressed or affixed to a sign or post located adjacent to the street on which the property is addressed. Address numbers shall be of a color and/or material that contrast with the background on which they are mounted.

Address characters affixed to the building or to a sign or post shall be at least 5 inches in height. For buildings located more than 150 feet from the shoulder or curb of the street, there shall be, address characters affixed to a sign or post. This sign or post shall be located 25 feet or less from the shoulder or curb of the street and shall have address characters at least five inches in height.

The Building Official may approve alternate building address signage.

(34) IRC Section R404.1.~~32~~ (~~Design of Masonry~~Concrete Foundation Walls) is hereby amended with the addition of the following paragraph:

Sec. R404.1.~~32~~. ~~Design of Masonry~~Concrete Foundation Walls.

* * *

Minimum reinforcing for concrete foundation walls that are not specified by a Professional Engineer or not designed according to the tables listed in this section shall have grade 40, #4 bars on 24-inch centers both horizontally and vertically.

(35) IRC Section R905.2.7 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.2.7. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall

extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (36) IRC Section R905.3.3 (Underlayment) is hereby amended to read as follows:

Sec. R905.3.3. Underlayment.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (37) IRC Section R905.4.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.4.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (38) IRC Section R905.5.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.5.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

- (39) IRC Section 905.6.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.6.3.1 Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

~~(39)~~(40) IRC Section R905.7.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.7.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

~~(40)~~(41) IRC Section R905.8.3.1 (Ice Barrier) is hereby amended to read as follows:

Sec. R905.7.3.1. Ice Barrier.

Roofing material underlayment: In lieu of normal underlayment, an ice barrier that consists of at least two layers of underlayment cemented together or a self-adhering polymer modified bitumen sheet, shall extend from the edge of the eave to a point at least seventy-two (72) inches inside the interior wall line of the building. All valleys shall have at least one (1) thirty-six (36) inch-wide layer applied and shall extend eighteen (18) inches from centerline each way. This shall be in addition to any other valley flashing requirements specified in this chapter.

~~(41)~~(42) IRC Section N1102.1.2 (R402.1.2) (Insulation and Fenestration Criteria), Table N1002.1.2, Row 7 and 8 is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH
7 and 8	0.30 [j]	0.55	NR	49	20 + 5[h] or 13 + 10	19/21	38[g]	15/19	10, 4 ft

(42)(43) IRC Section N1102.1.2 (R402.1.2) (Insulation and Fenestration Criteria), Table N1002.1.2, is hereby amended with the addition of a new footnote (j) to read as follows:

(j) A maximum U-factor of 0.32 shall apply in climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2

(44) IRC Section N1102.4.1.2 (R402.4.1.2) (Testing) is amended to add the following sentence to the initial paragraph:

Mitigation of testing results are specified in the Lake County Building Department blower door testing policy.

(43)(45) IRC Section M1307.5 (Electrical Appliances) is hereby amended with a new title, "Appliances" ~~and amended with the deletion of the sentence.~~ M1307.5 (Appliances) is further amended with the addition of two new subsections to read as follows:

Sec. M1307.5.1 Electrical appliances.

Electrical appliances shall be installed in accordance with Chapters 14, 15, 19, 20, and 34 through 43 of this code.

Sec. M1307.5.2 LPG appliances.

LPG appliances shall be permitted to be installed with proper ventilation, upon approval of the Building Official.

(44)(46) Chapter 14 (Heating and Cooling Equipment and Appliances) is hereby amended with the addition of a new section M1416 entitled, "Unvented Room Heaters" to read as follows:

Sec. M1416. Heating and Cooling Equipment and Appliances.

Unvented room heaters are prohibited in one- and two-family dwellings and townhouses.

(45)(47) IRC Section 1502.4.4 (Dryer Exhaust Duct Power Ventilators) is hereby amended with the addition of a new subsection 1502.4.4.1 entitled, “~~Duct~~Specified Length” to read as follows:

Sec. 1502.4.4.1. ~~Duct~~Specified Length.

The code official shall be provided with a copy of installation instructions for the make and model of dryer.

(46)(48) IRC Section G2406.2 (303.3) (Prohibited Locations) is hereby amended by deletion of Exceptions 3 ~~&and~~ 4 and by the addition of a new Exception 7 to read as follows:

Sec. G206.2 (303.3). Prohibited Locations.

7. LPG appliances shall be permitted to be installed with proper ventilation, upon approval of the Building Official.

(47)(49) IRC Section G2417.4.1 (406.4.1) (Test Pressure) is hereby amended to read as follows:

Sec. G2417.4.1 (406.4.1). Test Pressure.

The test pressure to be used shall not be ~~Jess-less~~ than one and one half time the proposed maximum working pressure but not less than 15 psig, irrespective of design pressure. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than fifty percent (50%) of the specified minimum yield strength of the pipe.

(50) IRC Section G2445 (General) is amended to read as follows:

Sec. G2445 General.

Unvented room heaters are prohibited in one- and two-family dwelling units and townhouses.

(48)(51) IRC Section P2503.5.1 (Rough Plumbing) is hereby amended to read as follows:

Sec. P2503.5.1. Rough Plumbing.

DWV systems shall be tested on completion of the rough piping installation by water; ~~or, for piping systems,~~ by air, without evidence of leakage. Either test shall

be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

1. Water Test. Each section shall be filled with water to a point not less than five (5) feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of fifteen (15) minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of five (5) pounds per square inch (psi) (34 kPa) or ten (10) inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of fifteen (15) minutes.

~~(49)~~(52) IRC Section P2603.5.1 (Sewer Depth) is hereby amended to read as follows:

Sec. P2603.5.1. Sewer Depth.

Building sewers that connect to private sewer disposal systems shall be installed deep enough to protect from physical damage and the slope must be adequate to eliminate the possibilities of freezing.

~~(50)~~(53) IRC Section E3401 (General) is hereby amended with the addition of a new subsection E3401.5 entitled, “Meter Protection” to read as follows:

Sec. E3401.5. Meter Protection.

The Building Official may require a utility-owned electric meter have protection from falling ice and snow.

~~(51)~~(54) IRC Section E3703 (Required Branch Circuits) is hereby amended with the addition of a new subsection E3703.5 entitled, “Electric Vehicle Charging Branch Circuit” to read as follows:

Sec. E3703.5. Electric Vehicle Charging Branch Circuit.

All single-family homes shall be made EV-ready for charging by preinstalling conduit or conductors during construction of the house. Designate enough space and capacity on the main electrical panel or a garage subpanel for at least 40 amp, 240V dedicated branch circuit. Install conduit or conductors linking the electrical panel to the future location of the EV charger, near where cars will be parked in the garage or driveway. The Building Official may grant an exception in unique

situations if a significant hardship is determined in acquiring the level of service necessary to meet this requirement.

Sec. 15.04.040. Amendment to 2018 International Mechanical Code.

The 2018 IMC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IMC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Mechanical Code of the City of Leadville, Colorado, hereinafter referred to as the “IMC” or as “this code.”

- (2) IMC Section 106.5.2 (Fee Schedule) is hereby amended to read as follows:

Sec. 106.5.2. Fee Schedule.

Fees shall be as provided for in Appendix B.

- (3) IMC Section 106.5.3 (Fee Refunds) is hereby amended to read as follows:

Sec. 106.5.3. Fee Refunds.

The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was paid erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty percent (80%) of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of the fee payment.

- (4) IMC Section 109 (Means of Appeal) and all of its subsections are amended by replacing the phrase “Board of Appeal” to “Board of Review.”

(5) IMC Section 301.2 (Energy Utilization) is amended to read:

Sec. 301.2 Energy Utilization.

Heating, ventilating and air-conditioning systems of all structures shall be designated and installed for efficient utilization of energy in accordance with the International Energy Conservation Code, 2018 edition.

(5)(6) IMC Section 1204.2 (Required Thickness) is hereby amended to read as follows:

Sec. 1204.2. Required Thickness.

Hydronic piping shall be insulated to the thickness required by the 2018 International Energy Conservation Code.

Sec. 15.04.050. Amendment to 2018 International Plumbing Code.

The 2018 IPC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

(1) IPC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101. Title.

These regulations shall be known as the Plumbing Code of the City of Leadville, Colorado hereinafter referred to as the “IPC” or “this code.”

(2) IPC Section 106.6.2 (Fee Schedule) is hereby amended to read as follows:

Sec. 106.6.2. Fee Schedule.

Fees shall be as provided for in Appendix B.

(3) IPC Section 312.1 (Required Tests) is hereby amended to read as follows:

Sec. 312.1. Required Tests.

The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and he or she shall be responsible for determining that the work will withstand the test

pressure prescribed in the following tests. Plumbing system piping shall be tested with either water or by air.

- (4) IPC Section 312.3 (Drainage and Vent Air Test) is hereby amended to read as follows:

Sec. 312.3. Drainage and Vent Air Test.

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.6 kPA) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test periods.

- (5) IPC Section 312.4 (Drainage and Vent Final Test) is hereby deleted in its entirety.
- (6) IPC Section 312.5 (Water Supply System Test) is hereby amended to read as follows:

Sec. 312.5. Water Supply System Test.

Upon completion of a section of or the entire water supply system, the system, or portion completed, shall be tested and proved tight under a water pressure not less than the working pressure of the system ~~or~~ by an air test of not less than 50 psi (344 kPA). This pressure shall be held for not less than 15 minutes. The water utilized for tests shall be obtained from a potable source of supply. The required tests shall be performed in accordance with this section and Section 107.

- (7) IPC Section 903.1 (Roof Extension) is hereby amended to read as follows:

Sec. 903.1. Roof Extension.

Open vent pipes that extend through a roof shall be terminated not less than 18 inches above the roof, or six inches above the anticipated snow accumulation, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall terminate not less than 7 feet (2134 mm) above the roof.

Sec. 15.04.060. Amendment to 2018 International Fuel Gas Code.

The 2018 IFGC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IFGC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Fuel Gas Code of the City of Leadville, Colorado, hereinafter referred to as the “IFGC” or “this code.”

- (2) IFG~~CS~~ Section 102 (Applicability) is hereby amended with a new subsection 102.12 entitled, “Utility-Owned Gas Meters” to read as follows:

Sec. 102.12. Utility-Owned Gas Meters.

The Building Official may require that a utility-owned gas meter have protection from falling ice and snow.

- (3) IFGC Section 103 (Department of Inspection) is hereby deleted in its entirety.
(4) IFGC Section 104.1 (General) is hereby amended to read as follows:

Sec. 104.1. General.

The Leadville Building Official is hereby authorized and directed to enforce the provisions of this code.

- (5) IFG~~SC~~ Section 106.6.2 (Fee schedule) is hereby amended to read as follows:

Sec. 106.6.2. Fee Schedule.

Fees shall be provided for as in Appendix B.

- (6) IFG~~SC~~ Section 106.6.3 (Fee Refunds) is hereby amended to read as follows:

Sec. 106.6.3. Fee Refunds.

The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was paid erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid where work has not been done under a permit issued in accordance with this code.

3. Not more than eighty percent (80%) of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of the fee payment.

- (7) IFG~~CS~~ Section 109 (Means of Appeal), and all subsections thereto, is hereby amended by replacing the phrase “Board of Appeals” with Board of Review.”
- (8) IFGC Section 201.3 (Terms Defined in Other Codes) is hereby amended to read as follows:

Sec. 201.3. Terms Defined in Other Codes.

Where terms are not defined in this code and are defined in the National Electrical Code, International Building Code, International Fire Code, International Mechanical Code, or International Plumbing Code, such terms shall have meanings ascribed to them as in those codes.

- (9) IFG~~CS~~ Section 303.3 (Prohibited Locations) is hereby amended by deleting Exceptions 3 ~~and~~& 4.

Sec. 15.04.070. Amendment to 2018 International Existing Building Code.

The 2018 IEBC adopted in Section 15.04.010 is hereby amended with the following additions, deletions, and/or changes:

- (1) IEBC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Existing Building Code of City of Leadville, Colorado hereinafter referred to as the “IEBC” or “this Code.”

- (2) IEBC Section 103 (Department of Building Safety) and all of its subsections are hereby deleted.
- (3) IEBC Section 105.1.1 (Annual Permit) is hereby deleted in its entirety.
- (4) IEBC Section 105.1.2 (Annual Permit Records) is hereby deleted in its entirety.

- (5) IEBC Section 105.2 (Work Exempt from Permit) is hereby amended with the addition of new paragraph to read as follows:

Sec. 105.2. Work Exempt from Permit.

* * *

Work exempted from requiring a building permit for the proposed work does not preclude any required approval from the City to insure compliance with zoning, use, and property setbacks. Unless otherwise exempted by this Code, separate plumbing, electrical, and mechanical permits may be required for the building if such work would normally require permits. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws, ordinances or resolutions of this jurisdiction.

- (6) IEBC Section 105.2 (Work Exempt from Permit) is hereby amended further by adding to the Building section for projects that do not require a work permit to read as follows:

Sec. 105.2. Work Exempt from Permit.

Building.

* * *

7. Door and door frame replacement unless involving other structural changes.
8. Window replacement whereby replacing with code compliant windows and window frame replacement unless involving other structural changes.
- ~~9. Remodeling, interior or exterior, not involving any structural change, not altering existing fire resistance rated construction assemblies, and not altering point of use plumbing or existing fuel gas piping, mechanical, or electrical systems.~~
- 10.9. Insulation installation less than 200 square feet in existing structures.
- 11.10. Removal and replacement of exterior siding materials less than 200 square feet.

- (7) IEBC Section 106.1 (General) is hereby amended with the addition of a new subsection 106.1.1 entitled, “Responsibility for Preparation of Plans and Specifications” to read as follows:

Sec. 106.1.1. Responsibility for Preparation of Plans and Specifications.

The Building Official shall require plans, computations, and specifications prepared, designed, and stamped by an engineer or architect licensed to practice in the State of Colorado when, but not limited to the following structure designs:

1. Foundations are constructed on caissons or any other method other than spread footings.
 2. Roof framing or wall framing is other than conventional light-frame construction in accordance with AP&PA Wood Frame Construction Manual (WFCM).
 3. Buildings in which confirmation is required of beam sizes and spans, loading, or any structural element affecting the integrity of the building unless otherwise demonstrated to the Building Official's satisfaction.
 4. Plans that, in the judgment of the Building Official, are submitted by a professional draftsman.
- (8) IEBC Section 108.2 (Schedule of Permit Fees) is hereby amended to read as follows:

Sec. 108.2. Schedule of Permit Fees.

On buildings, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Schedule of Fees provided for in Appendices A and B.

- (9) IEBC Section 108.4 (Work Commencing Before Permit Issuance) is hereby amended to read as follows:

Sec. 108.4. Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee as established by Section 108.4.1.

- (10) IEBC Section 108.4 (Work Commencing Before Permit Issuance) is hereby further amended with the addition of a new subsection 108.4.1. entitled, "Investigation Fee" to read as follows:

Sec. 108.4.1. Investigation Fee.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the

amount of the permit fee required by this code and per the Schedule of Fees as set forth in the Appendices to this Chapter 15.04 of the Municipal Code. The minimum investigation fee shall be the same as the minimum fee set forth in the Schedule of Fees as provided for in Appendices A and B. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

- (11) IEBC Section 108.6 (Refunds) is hereby amended to read as follows:

Sec. 108.6. Refunds.

The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected if an audit of the project has been performed and the audit shows that the fees were paid incorrectly. If an owner or owner's representative feels that a fee is erroneously paid or collected, an audit may be required by the Building Official. The audit shall be performed by an auditor selected by the City. The project owner or owner's representative shall pay the cost of the audit.

The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

- (12) IEBC Section 109.6 (Approval Required) is hereby amended with a new subsection 109.6.1 entitled, "Inspection Record Card" to read as follows:

Sec. 109.6.1. Inspection Record Card.

An inspection record card shall be issued to the holder of a building permit or an agent of the permit holder to allow the Building Official to readily make entries thereon regarding the inspection approval of work. The building permit holder shall keep this inspection record card available to the Building Official on the project site until final building inspection approval has been granted by the Building Official.

- (13) IEBC Section 110.3 (Temporary Occupancy) is hereby amended to read as follows:

Sec. 110.3. Temporary Occupancy.

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely.

- (14) ~~IEBC~~ Section 112 (Board of Appeals) and its accompanying subsections, is hereby amended by replacing the phrase “Board of Appeals” with “Board of Review.”
- (15) IEBC Section 112.1 (General) is hereby amended to read as follows:

Sec. 112.1. General.

Appeals from the decision of the Building Official shall be filed with the Board of Review by filing a written appeal within sixty (60) days after the date of the Building Official’s decision.

- (16) IEBC Section 1301.3.2 (Compliance with Other Codes) is hereby amended to read as follows:

Sec. 1301.3.2. Compliance with Other Codes.

Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

- (17) IEBC Section 1401.2 (Conformance) is hereby amended to read as follows:

Sec. 1401.2. Conformance.

The building shall be safe for human occupancy as determined by the International Fire Code. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.

- (18) IEBC Chapter 16 (Referenced Standards) regarding American Society of Mechanical Engineers (“ASME”) referenced standards is amended to read as follows:

ASME

Standard reference number	Title	Referenced in code section number
ASME/A17.1 2019/CSA B44-07	Safety Code for Elevators and Escalators – with A17.1a/CSA B44a- 08 Addenda	410.8.2, 705.1.2, 902.1.2
A17.3—2005 as implemented in 7 CCR1101 – 8, Section 2-6-2	Safety Code for Existing Elevators and Escalators	902.1.2
A18.1--2017	Safety Standard for Platform Lifts and Stairway Lifts	410.8.3, 705.1.3

- (19) -IEBC Chapter 16 (Referenced Standards) regarding International Code Council, Inc., is amended with the deletion of any reference to the International Property Management Code.

Sec. 15.04.080. Violations and Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, demolish, equip, use, occupy or maintain any building or structure or cause to permit the same to be done in violation of any of the Codes adopted in this Chapter. In addition to other sanctions set forth in the adopted Codes, a person or entity who violates the provisions of any such Code shall be subject to the penalties as set forth in Section 1.20.010 of this Code. Further, upon notice from the Building Official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

Sec. 15.04.090. Appendices.

Appendix A

BUILDING PERMIT FEE CALCULATION

Cost per square foot figures taken from the ICC's publication, Building Valuation Data & will be updated annually

Type of Space	Area per square foot	Cost per square foot	Value
Living (Wood Frame)		X \$150.87	
Living (IRC Modular)		X \$75.44	
Unfinished Basement		X \$23.20	
Garage / Storage		X \$60.43	
Deck / Porch / Carport		X \$60.43	
Remodel (Materials)		X 2 (for labor)	
Total Value			

_____ + (_____ X _____) = _____

Initial Fee cost per additional # of additional **BASE PERMIT FEE**

_____ + 0.65 x _____ = _____

Base Permit Fee **PLAN REVIEW FEE**

TOTAL FEE _____

Driveway _____

GRAND TOTAL _____

Other Fees:

1		
2	Reinspection fee	\$50.00/Hr.
3	Consultation fee	\$50Hr.
4	Additional plan review required by changes, additions or revisions	\$62.50 base fee + \$62.50 per half hour of review
5	Outside consultant for plan review and/or inspections	Cost + 20%
6	Temporary Certificate of Occupancy (TCO)	\$150.00 for 90 days
7	Solar Permit – Residential	\$150.00
8	Solar Permit - Commercial	\$300.00
9	Appeals	\$50.00

APPENDIX B

Schedule of Permit Fees for Work Done Under:

- a) International Fuel Gas Code
- b) International Mechanical Code
- c) International Plumbing Code
- d) Roofing Permit

Table 1-A Building Permit Fees

Total Valuation	Fees Based on 2018 IRC Appendix L
\$1.00 to \$500.00	\$24.00
\$501.00 to \$2,000.00	\$24.00 for the first \$500.00 plus \$3.00 for each additional \$100.00 or fraction of, to and including the \$2,000.00
\$2,001.00 to \$40,000.00	\$69.00 for the first \$2,000.00 plus \$11.00 for each additional \$1,000.00 or fraction of, to and including the \$40,000.00
\$40,001.00 to \$100,000.00	\$487.00 for the first \$40,000.00 plus \$9.10 for each additional \$1,000.00 or fraction of, to and including the \$100,000.00
\$100,001.00 to \$500,000.00	\$1,027.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction of, to and including the \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,827.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction of, to and including the \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$6,327.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction of, to and including the \$5,000,000.00
\$5,000,000.00 and up	\$18,327.00 for the first \$5,000,000.00 plus \$1.00 for each additional \$1,000.00 or fraction thereof

Valuation of Work

Permit Fee

Base Permit Fee.....\$50.00

More than \$2,000, but not more than \$50,000\$16.00 for each \$1,000 valuation or fraction thereof

More than \$50,000, but not more than \$500,000.....\$250.00 plus \$13.00 for each \$1,000 valuation or fraction thereof

More than \$500,000.....\$1,500 plus \$11.00 for each \$1,000 valuation or fraction thereof

These are the fees in effect as of the date of adoption of this Ordinance. The fee schedule may be updated annually.

APPENDIX C

Reserved

APPENDIX D

Schedule of Inspections for work done under either the International Building Code or the International Residential Code

General. Construction of work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances or the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this Code or of other ordinances shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Inspection Record Card. Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted an inspection card in a conspicuous place on the premises and in a position as to allow the Building Official to make the required entries conveniently thereon regarding inspection of the work.

Required Inspections. The Building Official, upon 24-hour notification, shall make the inspections set forth below as well as other inspections as needed.

Concrete Slab or Under-Floor Inspection. To be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Damp proofing Inspection. A damp proofing inspection may be required prior to back-fill unless otherwise approved by the Building Official. Damp proofing may be required by Section R406. A perimeter drain inspection may be made at this time if such drain is required by this code.

Final Inspection. The final inspection shall be made after all work required by the building permit is completed.

Fire Resistant Penetrations. Protection of joints and penetrations in fire-resistant-rated assemblies shall not be concealed from view until inspected and approved.

Footing Inspections. To be made after trenches are excavated, forms erected and reinforcing steel, if any, is placed and before footings are poured. A survey of the lot(s) may be required at this time to verify that the structure is located in accordance with, and the elevation matches, the approved plans.

Foundation Wall Inspections. Shall be made after the footings or piers have been poured. The foundation walls shall be formed and reinforcing steel and void material in place per accepted plan.

Air/Water Resistive Barrier Inspection. Shall be made after the air/water barrier has been properly installed, fastened, and taped.

Frame Inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking is complete, and bracing is in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating, wire, pipe and duct inspections are approved.

Insulation Inspection. Shall be made after all insulation and vapor barriers are in place, and before any wall covering material is installed.

Lath or Gypsum Board Inspection. Shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum

board joints and fasteners are taped and finished.

Roofing Inspection, Final. Shall be conducted after the roof has been completed.

Roofing Inspection, Mid-Roof. Shall be made after the underlayment has been installed.

Utility Inspection. Prior to back-fill, and unless otherwise approved by the Building Official, underground gas, water, sewer and electric lines must be inspected from the utility tap to the structure.

APPENDIX E

Snow Load Tables

City of Leadville Snow Load Requirements (Based on Elevation)

(This table for reference only showing a relationship between pitch and degrees)

Pitch		0	3:12	4:12	5:12	6:12	7:12	8:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12
Degrees		0	14.0	18.4	22.6	26.6	30.3	33.7	36.9	39.8	42.5	45	47.3	49.4	51.3	53.1

Reduced Design Snow Load Based on Roof Pitch in Pounds per Square Foot

Elevation	Snow	0	3:12	4:12	5:12	6:12	7:12	8:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12
9000	65	65	65	65	60	60	55	50	45	45	40	40	40	40	40	40
9300	70	70	70	70	65	60	55	55	50	45	40	40	40	40	40	40
9500	75	75	75	75	70	65	60	55	50	50	45	40	40	40	40	40
9700	80	80	80	80	75	70	65	60	55	50	45	45	40	40	40	40
9900	85	85	85	85	80	75	70	65	60	55	50	45	40	40	40	40
10100	90	90	90	90	85	80	70	65	60	55	50	45	40	40	40	40
10300	95	95	95	95	90	85	75	70	65	60	55	50	45	40	40	40
10500	100	100	100	100	95	85	80	75	65	60	55	50	45	40	40	40
10600	105	105	105	105	100	90	85	75	70	65	55	50	45	45	40	40
10800	110	110	110	110	105	95	85	80	70	65	60	55	so	45	40	40
11000	115	115	115	115	110	100	90	80	75	70	60	55	50	45	40	40
11200	120	120	120	120	115	105	95	85	80	70	65	60	50	45	40	40
11300	125	125	125	125	120	110	100	90	80	75	65	60	55	50	45	40
11500	130	130	130	130	125	110	100	90	85	75	70	60	55	50	45	40
11700	135	135	135	135	125	115	105	95	85	80	70	65	55	50	45	40
11800	140	140	140	140	130	120	110	100	90	80	70	65	60	50	45	40
12000	145	145	145	145	135	125	115	100	90	85	75	65	60	55	45	40

Table based on the formula $R_s = S/40 - \frac{1}{2}$ where

R_s = Snow load reduction in psf per degree of slope over 20 degrees.

S = Design Snow Load in pounds per square foot (psf)

Minimum Snow Load is 40 psf

For lower roofs subject to sliding snow from sloped roofs above, the design load shall be determined from the formula in ASCE 7-16, Section 7.9, published by the American Society of Civil Engineers.

APPENDIX F

CONTRACTOR REGISTRATION

1. Contractor registration shall be defined as the registration of construction contractors which means a person, firm, or corporation that, in the pursuit of an independent business, offers to undertake, undertakes, or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish, for another, a building, or other structure, project, development, or improvement attached to real estate, including carpentry, electrical, plumbing, and roofing work, solar installation, elevator and boiler installation, window and door installation, and many other types of work. In order to do work similar to that described in the preceding paragraph, upon the construction contractor's property, the contractor employs members of more than one trade on a single job or under a single building permit issued through the City of Leadville, except as otherwise provided. For the purpose of this definition, subcontractor has the same meaning as contractor.

2. It shall be unlawful for any Contractor to perform work within the City of Leadville without first having registered with ~~the City~~Lake County. Any Contractor who fails to register annually prior to conducting any construction work during that calendar year shall be subject to a fine of \$50.00.

3. Applicants shall submit a written application with the information as required on the Contractor Registration application form located in Appendix F of this ordinance to the Building Official.

4. Each application shall include a non-refundable fee as identified on the Contractor Registration application form located in Appendix F.

Contractor Registration Form

The Lake County Building Department requires all contractors that perform work within the County to be registered with the Lake County Building Department. All contractors will be put on a list that will be available to the public. All registrations will expire at the end of each calendar year, and will be required to be renewed by January 31st of each year or before any work is performed. All contractors will be required to carry a minimum of one (1) million dollar (\$1,000,000) liability insurance coverage.

*** PLEASE NOTE THAT ALL CONTRACTORS WILL BE REQUIRED TO PROVIDE PROOF OF PASSING APPROPRIATE ICC CONTRACTOR**

**TESTING OR A LICENSE FROM A JURISDICTION THAT REQUIRES
APPROPRIATE TESTING, AND A COPY OF THEIR CURRENT INSURANCE
CERTIFICATE TO KEEP ON FILE WITH THE BUILDING DEPARTMENT. ***

Application for Contractor's Registration

***ALL BLANKS MUST BE FILLED IN AND ORIGINAL SIGNATURES ARE
REQUIRED ***

Date: _____

Insurance Provider: _____

Owner's Name: _____

Contractor's Phone Number: _____

Company Name:

Email/Website:

=

Contractor's Mailing Address:

Signature:

Please check the following box(es) to indicate which contractor license(s) you are registering for:

- ☐ **Excavators= \$50.00**
- ☐ **Drywall Contractors= \$50.00**
- ☐ **General Contractors Residential C= \$50.00**
- ☐ **General Contractors Commercial B=\$50.00**
- ☐ **Mechanical Contractor= \$50.00**
- ☐ **Roofing Contractor= \$50.00**
- ☐ **Plumbing Contractor= \$50.00**
- ☐ **Insulation Contractor= \$50.00**
- ☐ **Fire Sprinkler Installers= \$50.00**
- ☐ **Solar Installer= \$50.00**
- ☐ **Water Well Const. & Pump Installer**

Please make checks payable to the Lake County Treasurer

Contractor's Registration Number: _____ (Office Use Only)

General contractors doing work on residential buildings shall provide proof of testing to the *ICC National Standard Residential Building Contractor "C" test.

General contractors doing work on commercial buildings shall provide proof of testing to the *ICC National Standard General Building Contractor "B" test.

***If you hold a license from another jurisdiction or institution, the Code Official shall determine exception eligibility from the ICC requirement.**

Section 3. Chapter 15.08 Repealed and Replaced. Chapter 15.08 entitled, "Fire Code" is hereby repealed and replaced to read in full as follows:

CHAPTER 15.08

FIRE CODE

Sec. 15.08.010. Adoption of the 2018 International Fire Code.

Pursuant to title 31, article 16, part 2, C.R.S., for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, certain code known as the *International Fire Code* (hereafter "International Code" or "International Fire Code" or "the code") promulgated by the International Code Council, 4051 West

Flossmoor Road, County Club Hills, IL 60478-5795, including appendices chapters A, B, C, D, and F, being particularly the 2018 Edition thereof and whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by sections of this ordinance. Said code, of not less than one copy, certified to be a true copy, shall be filed in the office of the City Clerk of the City of Leadville, and may be inspected by any interested person between the hours of nine a.m. and four p.m., Monday through Friday, holidays excepted. The code as finally adopted shall be available for inspection and sale to the public at cost through the Leadville/Lake County Fire Rescue (herein also referred to as the fire department), the Office of Lake County Community Services, and the office of the City Clerk of Leadville. After the date on which this chapter takes effect, the provisions thereof shall be controlling within the City of Leadville, Colorado.

Sec. 15.08.020. Amendments, Deletions, and Modifications.

Additions, deletions, amendments, and changes to the International Fire Code (IFC), 2018 Edition, are hereby adopted as follows:

- (1) IFC Section 101.1 (Title) is hereby amended to read as follows:

Sec. 101.1. Title.

These regulations shall be known as the Fire Code of City of Leadville, Colorado, hereinafter referred to as the “IFC” or “this code.”

- (2) IFC Section 901.4.3 (Fire Areas) is hereby amended to read as follows:

Sec. 901.4.3. Fire Areas.

Where buildings, or portions thereof, constructed under the International Building Code, are divided into fire areas so as not to exceed the limits established for requiring a fire protection system in accordance with this chapter, such fire areas shall be separated by fire walls constructed in accordance with the International Building Code or horizontal assemblies constructed in accordance with the International Building Code, or both, having a fire-resistance rating of not less than that determined in accordance with the International Building Code.

- (3) IFC Section 907.2.1. (Groups A) is hereby amended to read as follows:

Sec. 907.2.1. Group A.

A manual and automatic fire alarm system shall be installed in Group A occupancies having an occupant load of 49 or more and /or more than 5,000 square feet. Group A occupancies not separated from one another in accordance with Section 707.3.9 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

- (4) IFC Section 907.2.1.1 (System Initiation in Group A occupancies with an occupant load of 1,000 or more) is hereby amended to read as follows:

Sec. 907.2.1.1. System Initiation in Group A occupancies with an occupancy load of 49,000 or more.

~~Activation of the fire alarm in Group A occupancies with an occupant load of 1,000 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2.~~

Activation of the fire alarm in Group A occupancies with an occupant load of 49 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2.

Exception: Where approved, the prerecorded announcement is allowed to be manually deactivated for a period of time, not to exceed 3 minutes, for the sole purpose of allowing a live voice announcement from an approved, constantly attended location.

- (5) IFC Section 907.2.2 (Group B) is amended to read as follows:

Sec. 907.2.2 Group B.

A manual and an automatic fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 49 or more and/or more than 5,000 square feet.
2. The Group B occupant load is more than 49 persons above or below the lowest level of exit discharge.
3. The fire area contains an ambulatory care facility.

- (6) IFC Section 907.2.4 (Group F) is hereby amended to read as follows:

907.2.4 Group F.

A manual and an automatic fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where one of the following conditions exist:

1. The Group F occupancy is one or more stories in height; and
2. The Group F occupancy has a combined occupant load of 49 or more above or below the lowest level of exit discharge.
3. The Group F occupancy is more than 5,000 square feet.

- (7) IFC Section 907.2.5 (Group H) is hereby amended to read as follows:

907.2.5 Group H.

A manual and an automatic fire alarm system in accordance with Section 907.2 shall be installed in all Group H occupancies and in occupancies used for the manufacture of organic coatings. An automatic smoke detection system shall be installed for highly toxic gases, organic peroxides and oxidizers in accordance with Chapters 60, 62 and 63, respectively.

- (8) IFC Section 907.2.7 (Group M) is hereby amended to read as follows:

907.2.7 Group M.

A manual and automatic fire alarm system shall be installed through-out in Group M occupancies in accordance with Section 907.5 where one of the following conditions exists:

1. The combined Group M occupant load of all floors is 49 or more persons.
2. The Group M occupant load is more than 20 persons above or below the lowest level of exit discharge.
3. The Group M total square footage is 5,000 square feet or more.

Sec. 15.08.030. Violations and Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, demolish, equip, use, occupy or maintain any building or structure or cause to permit the same to be done in violation of any of the Codes adopted in this Chapter. In addition to other sanctions set forth in the adopted Codes, a person or entity who violates the provisions of any such Code shall be subject to the penalties as set forth in Section 1.20.010 of this Code. Further, upon notice from the Building Official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

Section 4. **Chapter 15.16 Repealed and Replaced.** Chapter 15.16 titled, "Building Codes Board of Appeals" is hereby repealed and replaced to read in full as follows:

CHAPTER 15.16

BUILDING CODES APPEALS

Sec. 15.16.010. Appeals.

All appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of any of the city's building and technical codes adopted pursuant to this title shall be heard by the Lake County Board of Review.

Section 5. Remaining Provisions. Except as specifically amended hereby, all other provisions of the Leadville Municipal Code shall continue in full force and effect.

Section 6. Codification Amendments. The codifier of Leadville's Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Leadville Municipal Code.

Section 7. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 8. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this Ordinance.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Leadville, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage.

**INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on
first reading this 19th day July, 2022.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED in full in The Herald Democrat, a newspaper of general circulation in the
City of Leadville, Colorado, on the 21st day of July, 2022.

**PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED,
with any amendments, this 2nd day of August, 2022.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED BY TITLE ONLY, with any amendments, in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this _____ day of _____, 2022.



AGENDA ITEM # 8.B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 2, 2022

SUBJECT: Ordinance No. 8, Series of 2022: An Ordinance Approving a Third Amendment to the Railyard at Leadville Phase 1 Planned Unit Development (Second Reading – Public Hearing)

PRESENTED BY: Christiana McCormick, City Attorney

☒ ORDINANCE
☐ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council is Ordinance No. 8, Series of 2022, (the “Ordinance”), which approves an amendment to the Railyard Phase 1 PUD to permit the development of workforce housing units on a parcel of land owned by the Leadville Urban Renewal Authority (“LURA”).

II. BACKGROUND INFORMATION:

City Council passed the Ordinance on first reading at its July 19, 2022 regular meeting. Leadville’s Planning and Zoning Commission held a public hearing on and considered the Ordinance at its July 27, 2022 meeting. The Planning Commission found that the Ordinance is consistent with the efficient development and preservation of the Leadville Railyard Phase 1 PUD, that it does not adversely affect either the Phase 1 PUD as it currently exists or neighboring residents, and that it is consistent with the purpose, intent and other provisions of Leadville’s Zoning Ordinance. The Planning Commission recommends that City Council adopt the Ordinance without amendment.

The LURA owns a parcel of land within the Phase 1 area of the Railyard Leadville development. The parcel consists of approximately 0.59 acres. It is located at 1416 Silver Vault Street and is legally described as Lot 1, Block 6, Leadville Railyard, Filing. No. 1, Lake County, Colorado (“LURA Parcel”) (see Illustration 1 below). LURA intends to have workforce housing units developed on the LURA Parcel.

The zoning and development standards of the Phase 1 area of the Railyard development are governed by the Railyard at Leadville Planned Unit Development Phase 1 (“Phase 1 PUD”). Under the current Phase 1 PUD, the LURA Parcel is zoned as a Civic/Community Building Lot Type. This lot type does not permit any type of residential uses on the LURA Parcel. Therefore, to build workforce housing units on the LURA Parcel, the Phase 1 PUD must be amended to permit residential uses for that lot type.

The Ordinance amends the Phase 1 PUD to make the Civic/Community Building Lot Type have development standards and uses similar to that of the Phase 1 PUD's Apartment Building Lot Type and provide more flexibility for development. The changes to the Civic/Community Building Lot Type in the Ordinance are summarized as follows in the table below and have been reviewed by Chaffee Housing Trust, the entity that will develop the workforce housing units on the LURA Parcel:

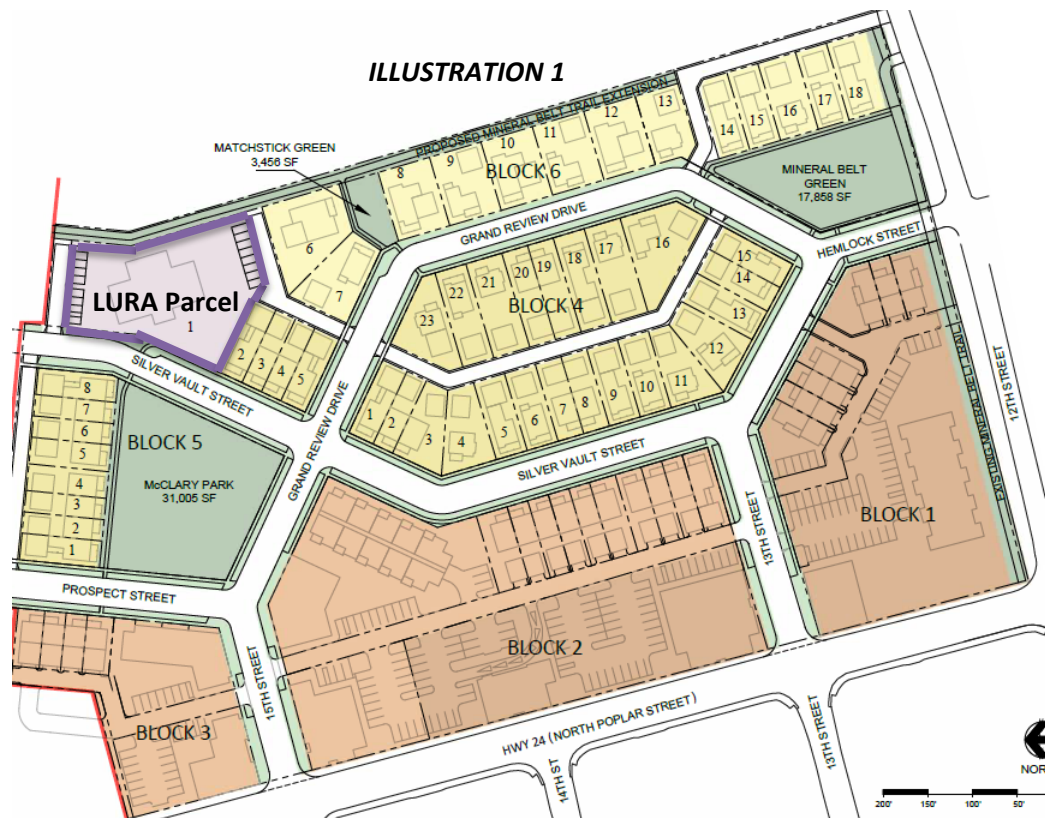
	CURRENT	PROPOSED REVISION:
Lot Name	Civic/Community Building Lot	No change
Lot Dimensions	No minimum lot size or width	No change
Minimum Setbacks	Front: 4' to porch 8' to principal building Rear: 6' Side: 6'	Front: 0' Rear: 0' Side: 5'
Building	Max. building height: 35' Min. total floor area: N/A Max. lot coverage: 60%	Max. building height: 38' - 80% of building footprint 45' – 20% of building footprint Min. total floor area: N/A Max. lot coverage: 85%
Allowed Uses	Parks, playgrounds, athletic facilities, playing fields, public and private schools, child care facilities, educational institutes, recreation centers, community centers, museums, commercial greenhouses <500 s.f., harboring of chickens, roadside outlets for sale of agricultural products	Residential (limited to affordable, attainable, community, and workforce housing), recreation centers, community centers. Ground floor only: general retail stores, professional and business offices, personal service outlets (such as beauty salons and barber shops), laundromats, travel agencies, restaurants, cafes, bars, lounges, childcare facilities, educational institutes, public or private school facilities.

III. **FISCAL IMPACTS:**

N/A

IV. **LEGAL ISSUES:**

City Council must hold a public hearing on the Ordinance before Council adopts the Ordinance on second and final reading. Tonight's public hearing was noticed in the Herald Democrat on July 14, 2022. Notice of the public hearing was also mailed to property owners within 200 feet of the LURA Parcel and posted on the LURA Parcel in accordance with municipal code requirements.



V. STAFF RECOMMENDATION:

Staff recommends that City Council adopt Ordinance No. 8, Series of 2022 on second reading.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

1. Adopt the Ordinance on second reading.
2. Adopt the Ordinance on second reading with amendments.
3. Table the Ordinance for further discussion and consideration.

VII. PROPOSED MOTION:

"I move that, based on the information presented at this hearing, the City Council find that Ordinance No. 8, Series of 2022 is consistent with the efficient development and preservation of the Leadville Railyard Phase 1 PUD, that it does not adversely affect either the Phase 1 PUD as it currently exists or neighboring residents, and that it is consistent with the purpose, intent and other provisions of Leadville's Zoning Ordinance.

I further move to adopt Ordinance No. 8, Series of 2022, An Ordinance Approving a Third Amendment to the Railyard at Leadville Phase 1 Planned Unit Development **on second reading.**"

VIII. ATTACHMENTS:

Ordinance No. 8, Series of 2022

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 8
SERIES OF 2022**

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE RAILYARD AT
LEADVILLE PHASE 1 PLANNED UNIT DEVELOPMENT**

WHEREAS, the Railyard at Leadville Planned Unit Development Phase 1 (“Phase 1 PUD”) was approved by Ordinance No. 13, Series 2017 of the City Council establishing the zoning for certain property consisting of approximately 15.8 acres, more or less, and located generally north and east of the intersection of E. 12th Street and Highway 24 in the City of Leadville, County of Lake, State of Colorado, and west of the railroad tracks (the “Property”); and

WHEREAS, the First Amendment to the Phase 1 PUD was approved by Ordinance No. 4, Series 2019 of the City Council, after consideration by the City Planning and Zoning Commission at a duly noticed public hearing as required by the Leadville Municipal Code (“LMC”); and

WHEREAS, on August 21, 2020, the City of Leadville administratively approved a second amendment to the Phase 1 PUD to modify the permitted tree lawn dimensions and adjust the definition for the measurement of building height; and

WHEREAS, the Leadville Urban Renewal Authority (“Applicant”) owns a lot within the Property, known as 1416 Silver Vault Street, Leadville, Colorado 80461 and legally described as Lot 1, Block 6, Leadville Railyard, Filing. No. 1, Lake County, Colorado (“LURA Parcel”); and

WHEREAS, the LURA Parcel is currently zoned as a Civic/Community Building Lot Type that does not permit residential uses, including affordable, attainable, community, or workforce housing, for such lot type; and

WHEREAS, the Applicant intends to develop or cause to be developed workforce housing units on the LURA Parcel and has submitted an application seeking approval of a third amendment to the Phase 1 PUD (“Third Amendment”) to revise the Civic/Community Building Lot Type standards and uses to include residential uses that permit and are limited to the development of affordable, attainable, community, and workforce housing units on the LURA Parcel; and

WHEREAS, the City of Leadville Planning and Zoning Commission considered the Third Amendment at a duly noticed public hearing and recommended approval of the Third Amendment; and

WHEREAS, the City Council considered the Third Amendment at a public hearing on August 2, 2022, and provided the Applicant and the public an opportunity to present testimony and evidence regarding the Third Amendment; and

WHEREAS, notification of the public hearings were completed in accordance with Section 17.40.120 of the LMC; and

WHEREAS, the administrative record for this case includes, but is not limited to, the LMC, the City of Leadville, Colorado, Comprehensive Plan, and all other applicable ordinances, resolutions and regulations, together with all City of Leadville land use application processing policies that relate to the subject matter of the public hearing, reports, studies and all other submittals of the Applicant, or the Applicant’s designated representative(s), as applicable, any evidence or correspondence submitted by members of the public at the public hearing, and the City staff files and reports, if applicable, pertaining to the proposed Third Amendment; and

WHEREAS, the Leadville City Council has carefully reviewed the Third Amendment and has determined that it is consistent with the efficient development and preservation of the Phase 1 PUD, that it does not adversely affect either the Phase 1 PUD as it currently exists or neighboring residents and that it is consistent with the purpose, intent and various provisions of Leadville’s Zoning Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF LEADVILLE, COLORADO:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Amendments Approved. The City Council hereby grants and approves the following amendments to the Phase 1 PUD:

1. Amend the “Project and Amendment History” section on Sheet 1 to add the following statement:

2022 (August 2, 2022) – City of Leadville City Council approved the Railyard Leadville Phase I PUD Third Amendment (Ordinance No.8, Series of 2022). The purpose of the amendment was to amend the Civic/Community Building Lot Type standards and uses to permit residential uses, including affordable, attainable, community, and workforce housing.

2. Amend the “Civic/Community Building Lot Type” minimum setbacks, on Sheet 9 of the Phase 1 PUD, to read as follows:

LOT DIMENSIONS:	
Minimum lot size: N/A Minimum lot width: N/A	
SETBACKS:	
Front setback:	0’ minimum
Rear setback:	0’ minimum
Side setback:	5’ minimum

BUILDING:
Maximum building height: 80% of building footprint: 38' 20% of building footprint: 45' Minimum total floor area: N/A Maximum lot coverage: 85%
ALLOWED USES:
Residential (limited to affordable, attainable, community, and workforce housing), recreation centers, community centers. Ground floor only: general retail stores, professional and business offices, personal service outlets (such as beauty salons and barber shops), laundromats, travel agencies, restaurants, cafes, bars, lounges, child care facilities, educational institutes, public or private school facilities.

Section 3. Recordation. City staff is hereby directed to amend the Railyard at Leadville Planned Unit Development Phase 1 Second Amendment consistently with the amendments approved by this Ordinance and title the revised PUD as: “Railyard Leadville Phase 1 PUD Third Amendment.” Staff is further directed to record a copy of the Railyard Leadville Phase 1 PUD Third Amendment in the records of the Lake County Clerk and Recorder.

Section 4. Adoption on First Reading. Adoption of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with Section 2.08.070 of the LMC by setting this Ordinance for consideration on second reading. Adoption of this Ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects, or denies the proposed amendment.

Section 5. Severability. Should any one or more sections or provisions of this ordinance or enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this ordinance.

**INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on
first reading this 19th day July, 2022.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED in full in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, on the 21st day of July, 2022.

**PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED,
with any amendments, this 2nd day of August, 2022.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED BY TITLE ONLY, with any amendments, in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this _____ day of _____, 2022.



AGENDA ITEM # 8.C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 2, 2022

SUBJECT: Resolution No. 34, Series of 2022: A Resolution Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning the Establishment of a Multijurisdictional Housing Authority

PRESENTED BY: Christiana McCormick, City Attorney

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. **REQUEST OR ISSUE:**

Before City Council is Resolution No. 34, Series of 2022, (the "Resolution"), which approves an intergovernmental agreement ("IGA") with Lake County for the formation of a multijurisdictional housing authority.

II. **BACKGROUND INFORMATION:**

The IGA before City Council for consideration was prepared following a series of joint meetings of the Leadville City Council and the Lake County Board of County Commissioners. The approval of the attached IGA will establish the Leadville Lake County Regional Housing Authority ("LLCRHA").

A regional housing authority is a separate public entity from the City and County that is governed by the IGA. The IGA sets out the powers and duties of the LLCRHA, the membership of its board of directors and their terms of service, and provides for the initial funding of the LLCRHA by the City and County.

Following the formation of the LLCRHA, the Leadville Housing Authority (which serves within the City's boundaries only) will continue to exist and serve its current housing project.

III. **FISCAL IMPACTS:**

The Resolution sets the City's contribution toward the LLCRHA funding at an amount not to exceed \$240,000.00 for the initial funding term of September 1, 2022 through December 31, 2023, subject to annual appropriation, and allows both the City and County to determine their contributions for future years after 2023. The IGA incorporates the projected budget of the Authority as Exhibit A to the IGA.

IV. LEGAL ISSUES:

There are a number of revisions to the IGA recommended by the City Attorney, as shown in the attached redline version of the IGA. The Resolution authorizes the City Attorney, in consultation with the City Administrator, to negotiate changes to the IGA with the County as long as such changes do not increase the financial obligations of the City.

V. STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 34, Series of 2022.

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. 34, Series of 2022, A Resolution Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning the Establishment of a Multijurisdictional Housing Authority."

VIII. ATTACHMENTS:

- Resolution No. 34, Series of 2022
- Intergovernmental Agreement (Exhibit 1 to Resolution)
- Redline of Recommended Revisions to IGA

CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 34
SERIES OF 2022

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CONCERNING THE
ESTABLISHMENT OF A MULTIJURISDICTIONAL HOUSING AUTHORITY**

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes (“C.R.S.”) allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government; and

WHEREAS, C.R.S. § 29-1-204.5 allows Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, Lake County and the City of Leadville have experienced a rapidly growing demand and need for attainable, affordable, community, and workforce housing; and

WHEREAS, the Lake County and Leadville communities have expressed a desire to address the insufficient attainable, affordable, community, and workforce housing in the City and County; and

WHEREAS, the City Council of the City of Leadville recognizes the benefits and advantages of working together with Lake County to establish and create a multijurisdictional housing authority to provide attainable, affordable, community, and workforce housing projects and programs for local residents, families, and employees; and

WHEREAS, the City and Lake County received from the Department of Local Affairs (“DOLA”) an Affordable Housing Development Incentives Grant to jointly plan the creation of qualified strategies for the creation of affordable housing; and

WHEREAS, the creation of a multijurisdictional housing authority achieves several of DOLA’s qualifying strategies, including allowing for the use of publicly owned property for affordable housing, future land banking, and other incentives that encourage the development of affordable housing through the development of infrastructure and assisting with development fees; and

WHEREAS, City Council therefore finds that it is in the best interests of the public health, safety, and welfare to enter into an intergovernmental agreement, in substantially the form attached to this Resolution as **Exhibit 1**, with Lake County to establish the Leadville Lake County Regional Housing Authority.

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

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

Section 2. The City Council hereby: (a) approves the Intergovernmental Agreement Establishing the Leadville Lake County Regional Housing Authority ("Agreement") in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Administrator, to negotiate any changes to the Agreement as may be necessary that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

Section 3. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

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

ADOPTED this 2nd day of August 2022 by a vote of ____ in favor, ____ against, ____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT

(see attached document)

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
LEADVILLE LAKE COUNTY REGIONAL HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE, COLORADO, whose address is 505 Harrison Avenue, Leadville, Colorado 80461; the CITY OF LEADVILLE, COLORADO, whose address is 800 Harrison Avenue, Leadville, Colorado 80461 (collectively, the “Parties”).

A. The provisions of Section 18 or Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other, subject to annual appropriation, to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. The Parties recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interest of residents of Lake County and the City of Leadville.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1. Establishment and Name of Authority. The Parties hereby establish a multijurisdictional housing authority to be known as the Leadville Lake County Regional Housing Authority (the “Authority”).

Section 1.2. Purpose. As used in this Agreement, the term “affordable housing” shall include but shall not be limited to affordable housing, attainable housing, community housing, and workforce housing. This definition shall not be construed to place limits on the powers or duties of the Authority. The purpose of the Authority shall be to:

(i) effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Lake County, including the incorporated jurisdictions, to provide:

- (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income;
 - (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;
 - (c) senior housing facilities;
 - (d) administer housing voucher programs funded through the U.S. Department of Housing and Urban Development or other similar programs; and
 - (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2 (a) or (b);
- (ii) administer programs such as lotteries and other administrative functions with respect to transferring deed restricted properties, with the individual jurisdictions being responsible for planning, financing, acquisition, construction, repair, maintenance, management, and operation of new affordable housing units in Lake County and the City of Leadville;
- (iii) educate current and future residents about deed restrictions and housing opportunities within Lake County and the City of Leadville; and
- (iv) to administer deed restriction compliance on behalf of the Parties.

Section 1.3. Functions or Services. The Authority shall have any and all powers, duties, rights and obligations as such are set forth in C.R.S. Section 29-1-204.5, except as specifically provided herein. The functions and services of the Authority include without limitation the following:

- (i) Advise local governments of the practical applications of local housing policy and infrastructure needs;
- (ii) Review development proposals and participate as appropriate;
- (iii) Facilitate partnerships to create housing;
- (iv) Allocate funds for eligible housing projects;
- (v) Facilitate the establishment of a housing trust;
- (vi) Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- (vii) Identify financing opportunities;
- (viii) Propose ballot initiatives in support of affordable housing;
- (ix) Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- (x) Acquire land and obtain development approvals and issue requests for proposals for private sector and non-profit entities to build affordable housing;
- (xi) Develop new for-sale or rental affordable housing;
- (xii) Rehabilitate existing housing;

- (xiii) Manage affordable housing properties;
- (xiv) Administer housing voucher programs;
- (xv) Construct infrastructure to serve affordable housing.

Section 1.4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that are party to this Agreement, unless said boundaries are modified by the Authority.

Section 1.5. Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the Parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a Party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and the corporate. The Authority shall operate and exist pursuant to the provisions of C.R.S. Section 29-1-204.5, and is hereby explicitly recognized by the Parties not to exist under the laws of C.R.S. Section 29-4-201, *et seq.* The Authority may deposit and invest its moneys in the manner provided in this Agreement and in Article 10.5 and 47 of Title 11, Colorado Revised Statutes. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties. Further, the Parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6. Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

Section 1.7. No Waiver. Nothing contained in this Agreement shall constitute a waiver by Lake County or the City of Leadville of any of their respective or joint planning, zoning, land use or other governmental authority or power. All projects of the Authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which a project is situated.

ARTICLE II POWERS

Section 2.1. Powers of Authority. In addition to any other powers provided by applicable law, the Authority shall have the following general powers:

(i) To identify the need for affordable housing for the population segments identified by the Authority residing, or needing to reside, in either the City of Leadville or Lake County and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means for families, or individuals, of low or moderate income, including without limitation the following programs:

- (a) First time home buyer education,
- (b) Home buyer down payment assistance,
- (c) Energy rehabilitation,
- (d) Mobile home rehabilitation,

- (e) Deed restriction purchase programs,
- (f) Senior housing,
- (g) Homeless and emergency housing services,
- (h) Senior housing rehabilitation program to keep seniors in their homes, and
- (i) Other programs that advance affordable housing efforts within Lake County.

(ii) To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

(iii) To make and enter into contracts with any person, including, without limitation, contracts with local, state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to the agreement.

(iv) To employ agents and employees, including an executive director, who may employees of one of the Parties, and to set the compensation and provide for performance review of the same;

(v) The power, but not the duty or obligation, to develop creative financing and construction programs, as well as incentives, in order to encourage the public or private sector to provide affordable housing for families and individuals in the City of Leadville and Lake County, and to cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

(vi) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

(vii) To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4 of the Agreement.

(viii) To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4 of the Agreement.

(ix) To incur debts, liabilities, or obligations;

(x) To sue and be sued in its own name;

(xi) To have a corporate seal;

(xii) To fix, maintain, and revise fees, rents, security deposits, and chargers for functions, services, or facilities provided by the Authority;

(xiii) To adopt, by resolution, bylaws, regulations, guidelines and policies respecting the exercise of its powers and the carrying out of its purposes;

(xiv) To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

(xv) To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, though, or by means of an agent or by contracts with any person, firm, or corporation; and

(xvi) To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as in may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

(xvii) To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

(xviii) To hold, administer, enforce, and/or cure deed restrictions on behalf of the Authority and/or the Parties.

Section 2.2. Duties of the Authority. The Authority will have the duties set forth in this Section.

(i) Administration: The Authority shall:

- (a) Prepare an annual budget for the Authority pursuant to the terms and provisions of the Local Government Budget Law of Colorado, which will identify revenues and expenditures required to accomplish the goals and objectives of the Authority as set forth in this Agreement, and which shall be approved by the parties to this Agreement;
- (b) With respect to accounting, reporting, auditing, and operational procedures, follow the provisions and guidelines of the Colorado Local Government Uniform Accounting Law and the Colorado Local Government Audit Law;
- (c) Maintain records of all Authority meetings, resolutions, and planning documents and make them available in the Authority's office for public review; and
- (d) Obtain its own legal counsel. Legal assistance for the Authority will be provided by outside counsel. The Secretary shall recommend to the Board when legal services are required and how they may be obtained;
- (e) Purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. Sec. 24-10-110; and
- (f) Administer community housing guidelines on behalf of the City and County.

(ii) Management and Enforcement: The Authority shall:

- (a) Maintain records of existing affordable housing (rental and resale) for deed restricted housing occupants designated in this IGA or identified by the Authority, and to assure that such housing is used and occupied in accordance with existing City of Leadville or Lake County development approvals, deed restrictions, contracts, or financing requirements;
- (b) Seek to assure that the owners and/or occupants of all deed restricted housing units comply with applicable regulations or resolutions concerning rental or resale of deed restricted housing, and to institute uniform administration of all deed-restricted housing units within the City of Leadville and Lake County (which does not require that all deed restrictions have the same terms);
- (c) Adopt by resolution procedures for investigating apparent violations of the Authority's regulations and resolutions, as well as specific penalties the Authority may impose for such violations, and to establish and implement an enforcement program therefore, including housing projects in existence prior to the date of this IGA regarding which Lake County and/or the City of Leadville have contracted with the Authority for enforcement. Variances and exception requests pertaining to deed restricted properties will be decided upon by the appropriate body of the governing jurisdiction consistent with the guidelines established by the City of Leadville and Lake County after being briefed by Authority staff;
- (d) Review and recommend establishment of a computerized deed-restricted housing availability record system for use by the City of Leadville and Lake County, the population segments designated in this IGA or otherwise identified by the Authority, and members of the general public; and
- (e) Establish uniform fees and charges for services provided by the Authority, which fees may only be waived by the affirmative vote of a majority of the directors of the Authority.

(iii) Market Resales and Rental Vacancies and Review Qualifications of Applicants, Owners and Residents: The Authority shall:

- (a) Notify the public of the availability of and review qualifications of applicants, owners and residents for deed restricted or affordable housing rental units; and
- (b) Notify the public of the availability of and review qualifications of owners and applicants for, and arrange for transfer of title to, deed-restricted or affordable housing fee ownership housing units.

(iv) Needs Assessment: The Authority shall:

- (a) Investigate affordable housing and employment conditions within the jurisdictions of the City of Leadville and Lake County and the means and methods for improving those conditions; and

- (b) Maintain data indicating affordable housing needs in the City of Leadville and Lake County for the population segments designated in this IGA or otherwise identified by the Authority.

(v) Authority Recommendations: The Authority shall report annually to the governing bodies of the City of Leadville and Lake County the affordable housing needs within the City of Leadville and Lake County for the population segments designated in this IGA or identified by the Authority, as well as the qualifications for ownership or rental of such housing units, as required by existing agreements, land use regulations, deed restrictions, and, upon request, make recommendations for amendments to the development regulations of the City of Leadville and Lake County.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1. Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

(i) *Number and Qualification of Directors*. The Board of Directors shall have seven (7) members. Each of the Parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select three (3) additional members at large who shall be appointed by majority vote of the Board of Directors. Individuals seeking appointment as an at large member of the Board of Directors shall apply by submitting at a minimum a letter of interest. All members of the Board of Directors must be residents of Lake County, Colorado, and shall have reached the age of 18 years on the effective date of their appointment.

(ii) *Term of Office*. The term of office of each member of the Board shall be four (4) years, except that the initial term of the at large members shall be two (2) years. Each member of the Board shall continue to serve until the successor to such member has been appointed and qualified. The term of initial members shall be computed from the date of the first meeting of the Board. The term of each member other than initial members shall be computed from the date of termination of the preceding term. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which such member's predecessor was appointed shall be appointed for the remainder of such term.

(iii) *Vacancies*. Vacancies in positions appointed by the Parties shall be filled by the entity experiencing the vacancy for the unexpired term. Vacancies in at large positions shall be filled by a majority vote of the remaining members of the Board.

(iv) *Resignation or Removal*. Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board who are elected officials serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will as any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties or obligations as a director, he or she may be removed by the Board and their position shall be filled by the Board or, in the case of an elected official, the appointing entity shall fill such vacancy within thirty (30) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and, in the case of an elected official, the entity which appointed him or her.

(v) *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to reimbursement of necessary expenses, including without limitation travel expenses, incurred in the discharge of their duties.

(vi) *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the forgoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full Board of Directors: (i) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1 (d) herein; and (ii) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. § 24-6-401 *et seq.*

(vii) *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of Article 1 of Title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2. Officers. The officers of the Authority shall be President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(i) *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold the office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(ii) *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgement the best interest of the Authority will be served thereby.

(iii) *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of the unexpired portion of the term.

(iv) *Duties.*

(a) *President:* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Authority, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

- (b) *Vice President.* In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.
- (c) *Secretary:* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-6-401 *et seq.* and this Agreement or as otherwise provided by law; (c) attest to documents signed by the President, Vice President, or other authorized member or agent of the Board of Directors; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.
- (d) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. All checks written from an Authority bank account over ten thousand dollars (\$10,000.00) shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3. Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4. Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority, which shall include the following:

- (i) **Grievance Committee**, which will have as members three (3) Board Members comprised of one elected official from each government entity and one at large member, with the following responsibilities:
 - (a) Appeals or grievances of community guidelines,
 - (b) Meetings scheduled as needed,

- (c) May request engagement of an attorney for legal advice, and
- (d) The executive director will submit staff reports and serves as staff for the committee.

(ii) **Development Committee**, which will have as members the executive director, one Board member who has land use and/or property development experience (which may not include a Board member elected to or serving on the Lake County or City of Leadville planning commissions), and three committee members who do not serve on the Board. All recommendations, development plans, and expenditures of this committee must be approved by the Board.

- (a) The Development Committee is responsible for advancing development of affordable housing in Lake County by:
 - Preparing RFQs for development,
 - Working and advancing public private partnerships, and
 - Leveraging land assets of the Authority for the development of affordable housing;
- (b) The Development Committee will serve as a referral agency with the Executive Director for reviewing land use applications in both the City of Leadville and Lake County that have affordable housing components;
- (c) Meeting scheduled as needed with the Executive Director; and
- (d) Attendance by two (2) or more members plus the Executive Director will constitute a quorum.

Section 3.5. Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6. Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1. Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- (i) Federal, state, local and private grants or donations;
- (ii) Property management fees;

- (iii) Rents or other lease income;
- (iv) Interest on interest bearing accounts
- (v) Proprietary revenue of the Parties in accordance with the Agreement;
- (vi) Sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- (vii) Ad valorem taxes levied in accordance with this Agreement and other applicable law;
- (viii) Revenue or general obligation bonds issued in accordance with applicable law; and
- (ix) Development Impact Fees of not more than two dollars (\$2.00) per square foot.

Section 4.2. Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

- (i) Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- (ii) Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3. Sales and Use Tax. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. A super majority vote (75%) of the entire board Board is required to advance a ballot initiative for a sales or use tax, including consent of all four (4) appointed members from the local governments and at least one (1) at large member. Prior to levying any voter approved sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4. Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed one (1) mill on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Lake County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Lake County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5. Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority beginning on September 1, 2022 through December 31, 2023 (“Initial Funding Term”) in the amounts set forth in subsection (i) of this Section 4.5. Funding by the parties for the Initial Funding Term shall be consistent with the initial projected budget for the Authority (“Projected Budget”), which is attached to this Agreement as Exhibit A. The parties may agree to provide additional funding for future years after the Initial Funding Term. The parties acknowledge that such funding may not be adequate to

completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

(i) *Proportional Shares of Funding.* The Parties agree that the responsibility for funding during the Initial Funding Term set forth in Section 4.5 herein should be shared by the Parties in the following amounts:

Lake County	\$326,000.00
City of Leadville	\$240,000.00

(ii) *Payment Dates.* The Parties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the Parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1. Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two governmental parties are willing to remain as parties to this Agreement. Upon termination, each Party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the Parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination, unless: (i) provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations, and (ii) nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of interest payable on such escrowed obligations. In the event of termination of this Agreement and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:

(i) All assets acquired from contributions from the City of Leadville or Lake County shall be returned to the contributing party if said assets are still in existence.

(ii) If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.

(iii) All assets acquired by the Authority after the date of this Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of each asset.

(iv) The City of Leadville and Lake County may agree in writing to dispose of any assets of the Authority in any other acceptable manner.

(v) If the City of Leadville and Lake County cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction intact as soon as practicable with the proceeds allocated to the City of Leadville and Lake County in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2. Termination of Participation. Any Party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other Party or Parties, provided that such withdrawing party shall pay all of its obligations hereunder or pursuant to any effective funding agreement through and including the effective date of the termination of its participation.

Section 6.3. Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2. Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the Parties and supersedes all prior agreements and understandings, if any, and may be amended, modified or supplemented only by an instrument in writing executed by all Parties to this Agreement.

Section 7.3. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 7.4. Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement. Each Party expressly represents that except as to the approval specifically required by this Agreement, such Party does not require any third party's consent to enter into this Agreement.

Section 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6. Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 7.7. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 7.8. Pre-Existing Projects. The Authority shall not be the successor to any nonprofit corporation, agency, or other entity heretofore organized by the contracting member governments to provide the same function, service or facility. No rights, contracts, obligations, and property, both real and personal, of such municipality or county used for or in relation to housing shall vest in the Authority, including any ownership interest in any housing projects in existence at the time of the execution of this Agreement.

Section 7.9. Notices. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, sent via electronic mail, or sent via pre-paid, first-class United States Mail, to the party at the applicable address set forth below:

If to Lake County:	Board of County Commissioners Attn: County Manager P.O. Box 964 Leadville, CO 80461 tbergman@co.lake.co.us
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With a copy to:	Lake County Attorney P.O. Box 964 Leadville, CO 80461 chris@rmgclaw.com
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If to the City of Leadville:	City Administrator City of Leadville 800 Harrison Avenue Leadville, CO 80461 cityadmin@leadville-co.gov
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with a copy to:

Leadville City Attorney
Michow Cox & McAskin LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111
christiana@mcm-legal.com

SIGNATURE PAGES FOLLOW

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

By: _____
Kayla Marcella, Chair

Date of execution: _____

ATTEST:

Patty Berger, Clerk and Recorder

APPROVED AS TO FORM:

Chris Floyd, County Attorney

CITY OF LEADVILLE, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

City Attorney

EXHIBIT A
PROJECTED BUDGET

(see next page)

Leadville Lake County Regional Housing Authority Projected Budget 2023-2024			
Expenses		2023	2024
Personel/Salaried Employees			
Position			
Executive Director	Salary	75000	80000
Benefits		21000	33600
Assistant (future)	Salary		40000
		96000	153600
Travel			
Mileage		1000	1000
Lodging		1000	1000
Per Diem		1000	1000
		3000	3000
Professional Development			
Training/Education		2500	2500
		2500	2500
Supplies - Office			
Office supplies		1000	1000
Postage		2400	2400
Copier		1000	1000
IT Set-up	phone, laptop, tablet, desk top computer, software	1000	1000
IT Support	Support	500	500
Office furniture		1500	1500
		7400	7400
Professional services			
Advertising & Marketing	community engagement	5000	5000
Translation Services	for community guidelines, by-laws and any programing or available housing	2000	2000
Dues, Subscriptions, O&E insurance	Licensing, professional organization membership, O&E insurance	1000	1000
Community Outreach	food, child care for meetings	3000	3000
		11000	11000
Office Space Rent & Associated Expenses			
Operating Total		119900	177500
Contractual			
Consultant Services	RFPs, RFQs, etc.	25000	25000
Attorney		20000	20000
Surveyor		20000	60000
Title work		5000	5000
Program Administration Start Up and Grant Match		50000	5000
Translation		10000	2000
		130000	117000
Development Team Committee			
Matching Funds for grants		350000	0
Project Gap Funding		100000	0
Entitlement Work		50000	50000
Consultant Services		50000	5000
		550000	55000
Development of Housing Total		680000	172000
Total Yearly Budget		799900	349500
Two Year Budget			1149400
Revenue		2023	2024
2A-City Housing Director Contribution		70000	70000
County Operating Contribution		26000	26000
City Projected Leftover-2A		70000	70000
City Grant Match		100000	0
County Grant Match		300000	0
DOLA Grant		1000000	0
		1566000	168024
Two Year Projected Revenue			1734024
2025 Fund Balance			
584624			

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
LEADVILLE LAKE COUNTY REGIONAL HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE, COLORADO, whose address is 505 Harrison Avenue, Leadville, Colorado 80461; the CITY OF LEADVILLE, COLORADO, whose address is 800 Harrison Avenue, Leadville, Colorado 80461; (collectively, the “Parties”).

A. The provisions of Section 18 or Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other, subject to annual appropriation, to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. The Parties recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interest of residents of Lake County and the City of Leadville.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1. Establishment and Name of Authority. The Parties hereby establish a multijurisdictional housing authority to be known as the Leadville Lake County Regional Housing Authority² (the “Authority”).

Section 1.2. Purpose. As used in this Agreement, the term “affordable housing” shall include but shall not be limited to affordable housing, attainable housing, community housing, and workforce housing. This definition shall not be construed to place limits on the powers or duties of the Authority.
The purpose of the Authority shall be to:

(i) effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Lake County, including the incorporated jurisdictions, to provide:

- (a) ~~(a)~~ dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income;
- (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;
- (c) senior housing facilities;
- (d) administer housing voucher programs funded through the U.S. Department of Housing and Urban Development or other similar programs; and
- (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2 (a) or (b);

(ii) administer programs such as lotteries and other administrative functions with respect to transferring deed restricted properties, with the individual jurisdictions being responsible for planning, financing, acquisition, construction, repair, maintenance, management, and operation of new ~~A~~affordable, ~~attainable and workforce~~ Hhousing Uunits in Lake County and the City of Leadville;

(iii) educate current and future residents about deed restrictions and housing opportunities within Lake County and the City of Leadville; and

(iv) to administer deed restriction compliance on behalf of the Parties.

Section 1.3, Functions or Services. The Authority shall have any and all powers, duties, rights and obligations as such are set forth in C.R.S. Section 29-1-204.5, except as specifically provided herein. The functions and services of the Authority include without limitation the following:

- (i) Advise local governments of the practical applications of local housing policy and infrastructure needs;
- (ii) Review development proposals and participate as appropriate;
- (iii) Facilitate partnerships to create housing;
- (iv) Allocate funds for eligible housing projects;
- (v) Facilitate the establishment of a housing trust;
- (vi) Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- (vii) Identify financing opportunities;
- (viii) Propose ballot initiatives in support of affordable housing;
- (ix) Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- (x) Acquire land and obtain development approvals and issue requests for proposals for private sector and non-profit entities to build affordable housing;
- (xi) Develop new for-sale or rental affordable housing;
- (xii) Rehabilitate existing housing;

Commented [CM1]: I would like some clarification on what this paragraph is intended to do/say. Maybe there is an example that will help illustrate? Isn't the Authority responsible for planning, financing, acquiring, etc. housing projects and programs? How is this clause different?

- (xiii) Manage affordable housing properties;
- (xiv) Administer housing voucher programs;
- (xv) Construct infrastructure to serve affordable housing.

Section 1.4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that ~~comprise the Authority~~ are party to this Agreement, unless said boundaries are modified by the Authority.

Section 1.5. Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the Parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a Party to this Agreement ~~to this agreement~~ terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and the corporate. The Authority shall operate and exist pursuant to the provisions of C.R.S. Section 29-1-204.5, and is hereby explicitly recognized by the Parties not to exist under the laws of C.R.S. Section 29-4-201, *et seq.* The Authority may deposit and invest its moneys in the manner provided in this Agreement and in Article 10.5 and 47 of Title 11, Colorado Revised Statutes. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties. Further, the Parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6. Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

Section 1.7. No Waiver. Nothing contained in this Agreement shall constitute a waiver by Lake County or the City of Leadville of any of their respective or joint planning, zoning, land use or other governmental authority or power. All projects of the Authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which a project is situated.

ARTICLE II POWERS

Section 2.1. Powers of Authority. In addition to any other powers provided by applicable law, the Authority shall have the following general powers:

(i) To identify the need for affordable housing for the population segments identified by the Authority residing, or needing to reside, in either the City of Leadville or Lake County and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means for families, or individuals, of low or moderate income, including without limitation the following programs:

- (a) First time home buyer education,
- (b) Home buyer down payment assistance,
- (c) Energy rehabilitation,
- (d) Mobile home rehabilitation,

Commented [CM2]: There are a number of housing terms that Leadville has been using in various documents/settings, such as affordable housing, community housing, workforce housing, and attainable housing. Should those terms/concepts be incorporated here to ensure that the regional housing authority has the ability to be part of those projects?

Commented [CF3R2]: I'm a bit concerned with getting too specific in the IGA, since that may artificially limit the scope of projects. Perhaps it would be better to have the Community Guideline contain more specificity.

Commented [CM4R2]: I don't want to get too specific. My concern is that just saying "affordable housing" is too specific and it won't line up with other documents or the broader spectrum of housing that the RHA is intended to assist with.

- (e) Deed restriction purchase programs,
- (f) Senior ~~H~~housing,
- (g) Homeless and emergency housing services,
- (h) Senior housing rehabilitation program to keep seniors in their homes, and
- (i) Other programs that advance affordable housing efforts within Lake County.

(ii) To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

(iii) To make and enter into contracts with any person, including, without limitation, contracts with local, state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to the agreement.

(iv) To employ agents and employees, including an executive director, who may employees of one of the Parties, and to set the compensation and provide for performance review of the same;

(v) The power, but not the duty or obligation, to develop creative financing and construction programs, as well as incentives, in order to encourage the public or private sector to provide ~~A~~affordable ~~H~~housing for families and individuals in the City of Leadville and Lake County, and to cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

(vi) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

~~(vii) Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority' provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;~~

~~(viii)~~(vii) To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4-3 of the Agreement.

~~(ix)~~(viii) To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4-4 of the Agreement.

~~(x)~~(ix) To incur debts, liabilities, or obligations;²

~~(xi)~~(x) To sue and be sued in its own name;

~~(xii)~~(xi) To have a corporate seal;

Commented [CM5]: Is the deletion of this paragraph intended to remove the Authority's condemnation powers? If so, the reference to condemnation in paragraph vi in Article III below should be deleted.

~~(xiii)~~(xii) To fix, maintain, and revise fees, rents, security deposits, and chargers for functions, services, or facilities provided by the Authority;

~~(xiv)~~(xiii) To adopt, by resolution, bylaws, regulations, guidelines and policies respecting the exercise of its powers and the carrying out of its purposes;

~~(xv)~~(xiv) To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

~~(xvi)~~(xv) To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, though, or by means of an agent or by contracts with any person, firm, or corporation; and

~~(xvii)~~(xvi) To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as in may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

(xvii) To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

(xviii) To hold, administer, enforce, and/or cure deed restrictions on behalf of the Authority and/or the Parties.

Section 2.2, Duties of the Authority. The Authority will have the ~~following~~ duties set forth in this Section.

(i) ~~2.2.1~~ Administration: The Authority shall:

~~(a)~~ (a) ~~To~~ prepare an annual budget for the Authority pursuant to the terms and provisions of the Local Government Budget Law of Colorado, which will identify revenues and expenditures required to accomplish the goals and objectives of the Authority as set forth in this Agreement, and which shall be approved by the parties to this Agreement; ~~and~~

~~(b)~~ (a)

~~(c)~~ (b) With respect to accounting, reporting, auditing, and operational procedures, ~~the~~ Authority shall follow the provisions and guidelines of the Colorado Local Government Uniform Accounting Law and the Colorado Local Government Audit Law;

~~(d)~~ (b)

~~(e)~~ (c) ~~To~~ maintain records of all Authority meetings, resolutions, and planning documents and make them available in the Authority's office for public review; ~~and~~

~~(f)~~(c)

~~(g)~~ Obtain its own legal counsel. ~~(d)~~ — Legal assistance for the Authority will be provided by outside counsel. The Secretary shall recommend to the Board when legal services are required and how they may be obtained.

~~(h)~~(d)

~~(e)~~ ~~P~~The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. Sec. 24-10-110; and:

(e)

~~(i)~~ ~~(f)~~ ~~A~~The Authority shall ~~administer~~~~adopt~~ ~~C~~community ~~H~~housing ~~G~~guidelines ~~and be responsible for the administration of these guidelines~~ on behalf of the City and County.

(f)

(ii) 2.2.2 — Management and Enforcement: The Authority shall:

~~(a)~~ ~~(a)~~ ~~M~~To maintain records of existing ~~a~~Affordable ~~h~~Housing (rental and resale) for deed restricted housing occupants designated in this IGA or identified by the Authority, and to assure that such housing is used and occupied in accordance with existing City of Leadville or Lake County development approvals, deed restrictions, contracts, or financing requirements;

~~(b)~~(a)

~~(e)~~ ~~(b)~~ ~~S~~To seek to assure that the owners and/or occupants of all deed restricted housing units comply with applicable regulations or resolutions concerning rental or resale of deed restricted housing, and to institute uniform administration of all deed-restricted housing units within the City of Leadville and Lake County (which does not require that all deed restrictions have the same terms);

~~(d)~~(b)

~~(e)~~ ~~(c)~~ ~~A~~To adopt by resolution procedures for investigating apparent violations of the Authority's regulations and resolutions, as well as specific penalties the Authority may impose for such violations, and to establish and implement an enforcement program therefore, including housing projects in existence prior to the date of this IGA regarding which Lake County and/or the City of Leadville have contracted with the Authority for enforcement. Variances and exception requests pertaining to deed restricted properties will be decided upon by the appropriate body of the governing

jurisdiction consistent with the guidelines established by the City of Leadville and Lake County after being briefed by Authority staff;

~~(f)~~(c) _____

~~(g)~~ (d) ~~R~~~~To~~ review and recommend establishment of a computerized deed-restricted housing availability record system for use by the City of Leadville and Lake County, the population segments designated in this IGA or otherwise identified by the Authority, and members of the general public; and

~~(h)~~(d) _____

~~(i)~~(e) ~~(e)~~ ~~E~~~~To~~ establish uniform fees and charges for services provided by the Authority, which fees may only be waived by the affirmative vote of a majority of the directors of the Authority.

(iii) ~~2.2.3~~ ~~Market Resales and Rental Vacancies and Review Qualifications of Applicants, Owners and Residents:~~ The Authority shall:

~~(a)~~ (a) ~~N~~~~To~~ notify the public of the availability of and review qualifications of applicants, owners and residents for deed restricted or aAffordable hHousing rental units; and

~~(b)~~(a) _____

~~(c)~~(b) ~~(b)~~ ~~N~~~~To~~ notify the public of the availability of and review qualifications of owners and applicants for, and arrange for transfer of title to, deed-restricted or aAffordable hHousing fee ownership housing units.

(iv) ~~2.2.4~~ ~~Needs Assessment:~~ The Authority shall:

~~(a)~~ (a) ~~I~~~~To~~ investigate aAffordable hHousing and employment conditions within the jurisdictions of the City of Leadville and Lake County and the means and methods for improving those conditions; and

~~(b)~~(a) _____

~~(c)~~(b) ~~(b)~~ ~~M~~~~To~~ maintain data indicating aAffordable Housing needs in the City of Leadville and Lake County for the population segments designated in this IGA or otherwise identified by the Authority.

(v) ~~2.2.5~~ ~~Authority Recommendations:~~ To~~The Authority shall~~ report annually to the governing bodies of the City of Leadville and Lake County the aAffordable hHousing needs within the City of Leadville and Lake County for the population segments designated in this IGA or identified by the Authority, as well as the qualifications for ownership or rental of such housing units, as required by existing agreements, land use regulations, deed restrictions, and, upon request, make recommendations for amendments to the development regulations of the City of Leadville and Lake County.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1, Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

(i) *Number and Qualification of Directors*. The Board of Directors shall have seven (7) members. Each of the Parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select three (3) additional members at large who shall be appointed by majority vote of the Board of Directors. Individuals seeking appointment as an at large member of the Board of Directors shall apply by submitting at a minimum a letter of interest. All members of the Board of Directors must be residents of Lake County, Colorado, and shall have reached the age of 18 years on the effective date of their appointment.

(ii) *Term of Office*. Each Board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or the expiration of his or her term in office, whichever occurs first. Upon expiration of an elected official's term, a new elected official shall be appointed by the Party experiencing the vacancy within thirty (30) days. The initial term appointments of at large members to the Board of Directors will have staggered terms of two (2), three (3) and four (4) years as determined by the appointing board. Thereafter, each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

(ii) Term of Office. The term of office of each member of the Board shall be four (4) years, except that the initial term of the at large members shall be two (2) years. Each member of the Board shall continue to serve until the successor to such member has been appointed and qualified. The term of initial members shall be computed from the date of the first meeting of the Board. The term of each member other than initial members shall be computed from the date of termination of the preceding term. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which such member's predecessor was appointed shall be appointed for the remainder of such term.

(iii) *Vacancies*. Vacancies in positions filled by elected officials, other than by reason of expiration of terms, appointed by the Parties shall be filled by the entity experiencing the vacancy for the unexpired term. Vacancies in at large positions shall be filled by a majority vote of the remaining members of the Board.

(iv) *Resignation of Removal*. Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board who are elected officials serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will as any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties or obligations as a director, he or she may be removed by the Board and their position shall be filled by the Board or, in the case of an elected official, the appointing entity shall fill such vacancy within thirty (30) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and, in the case of an elected official, the entity which appointed him or her.

(v) *Compensation of Directors*. Directors shall receive no compensation for their services, but shall be entitled to reimbursement of necessary expenses, including without limitation travel expenses, incurred in the discharge of their duties.

Commented [CM6]: I recommend making this section more simple and straightforward. My suggested alternative paragraph is included below this paragraph in highlighted text. The way it's currently written, the terms could be confusing, the commencement dates for at large members may not compute properly, and there would be a lot of administrative headache to keep track of term start and end dates and timing of appointments. The suggested language below addresses those issues but still keeps the terms staggered.

(vi) *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the forgoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full Board of Directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1 (d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. § 24-672-4201 et seq.

Commented [CM7]: If the Authority isn't meant to have condemnation power under this IGA (see question above), this reference to condemnation should be removed and the items in this list renumbered.

(vii) *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of Article 1 of Title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Commented [CM8]: This reference should be to the open meetings law, which is CRS 24-6-401 et seq, and I've updated the references in this IGA accordingly. The current citation refers to the open records law.

Section 3.2. *Officers.* The officers of the Authority shall be President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(i) *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold the office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(ii) *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgement the best interest of the Authority will be served thereby.

(iii) *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of the unexpired portion of the term.

(iv) *Duties.*

(a) *President:* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed; except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(b) *Vice President.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform

such other duties as from time to time may be assigned to ~~him or her~~the Vice President by the President or by the Board of Directors.

- (c) *Secretary*: The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-~~672-4201~~et seq. and this Agreement or as otherwise provided by law; ~~(c) sign-attest to documents with signed by~~ the President, Vice President, or other authorized member or agent of the Board of Directors; ~~(-d)~~ in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to ~~him or her~~the Secretary by the President or by the Board of Directors.

- (d) *Treasurer*: The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and ~~(-d)~~ in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to ~~him or her~~the Treasurer by the President or by the Board of Directors. All checks written from an Authority bank account over ten thousand dollars (\$10,000.00) shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3. Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4. Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority, which shall include the following:

(i) **Grievance Committee**, which will have as members three (3) Board Members comprised of one elected official from each government entity and one at large member, with the following responsibilities:

- (a) Appeals or grievances of community guidelines,
- (b) Meetings scheduled as needed,
- (c) May request engagement of an attorney for legal advice, and

(d) The executive director will submit staff reports and serves as staff for the committee.

(ii) **Development Committee**, which will have as members the executive director, one Board member who has land use and/or property development experience (which may not include a Board member elected to or serving on the Lake County or City of Leadville planning commissions), and three committee members who do not serve on the Board. All recommendations, development plans, and expenditures of this committee must be approved by the Board.

(a) The Development Committee is responsible for advancing development of affordable housing in Lake County by:

- o Preparing RFQs for development;
- o Working and advancing public private partnerships, and
- o Leveraging land assets of the Authority for the development of affordable housing;

(b) The Development Committee will serve as a referral agency with the ~~E~~xecutive ~~D~~irector for reviewing land use applications in both the City of Leadville and Lake County that have affordable housing components;

(c) Meeting scheduled as needed with the ~~E~~xecutive ~~D~~irector; and

(d) Attendance by two (2) or more members plus the ~~E~~xecutive ~~d~~irector will constitute a quorum.

Section 3.5. Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6. Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1. Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- (i) Federal, state, local and private grants or donations;
- (ii) Property management fees;
- (iii) Rents or other lease income;

- (iv) Interest on interest bearing accounts²
- (v) Proprietary revenue of the Parties in accordance with the Agreement;
- (vi) Sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- (vii) Ad valorem taxes levied in accordance with this Agreement and other applicable law;
- (viii) Revenue or general obligation bonds issued in accordance with applicable law; and
- (ix) Development Impact Fees of not more than two dollars (\$2.00) per square foot.

Section 4.2, Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

(i) Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and

(ii) Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3, Sales and Use Tax. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. A super majority vote (75%) of the entire board Board is required to advance a ballot initiative for a sales or use tax, including consent of all four (4) appointed members from the local governments and at least one (1) at large member. Prior to levying any voter approved sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4, Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed one (1) mill on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Lake County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Lake County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5, Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority beginning on September 1, 2022 through December 31, 2023 ("Initial Funding Term") in the amounts set forth in subsection (i) of this Section 4.5. for the first five (5) full calendar years, beginning on [Insert Date], 2022, in the total aggregate amount of [Insert Amount] and 00/100 Dollars (\$[Insert Amount]) for each year. Funding by the parties for the Initial Funding Term shall be consistent with the

initial projected budget for the Authority (“Projected Budget”), which is attached to this Agreement as Exhibit A. The parties may agree to provide additional funding for future years after the Initial Funding Term. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

(i) *Proportional Shares of Funding.* The Parties agree that the responsibility for funding the obligations during the Initial Funding Term set forth in Section 4.5 herein should be shared by the Parties in the following amounts:

Lake County	\$326,000.00XXX,XXX.xx
City of Leadville	\$240,000.00XXX,XXX.xx

Commented [CM9]: Do we have an idea of what each party is going to contribute?

(ii) *Payment Dates.* The pParties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the pParties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1. *Termination of Authority.* This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two governmental parties are willing to remain as parties to this Agreement. Upon termination, each Pparty hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the Pparties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination, unless: (i) provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations, and (ii) nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of interest payable on such escrowed obligations. In the event of termination of this Agreement and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:

Commented [CM10]: See comment below re: repetitive termination sections.

(i) All assets acquired from contributions from the City of Leadville or Lake County shall be returned to the contributing party if said assets are still in existence.

(ii) If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.

(iii) All assets acquired by the Authority after the date of this Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of each asset.

(iv) The City of Leadville and Lake County may agree in writing to dispose of any assets of the Authority in any other acceptable manner.

(v) If the City of Leadville and Lake County cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction intact as soon as practicable with the proceeds allocated to the City of Leadville and Lake County in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2, Termination of Participation. Any Pparty may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties Party or Parties, provided that such withdrawing party shall pay all of its obligations hereunder or pursuant to any effective funding agreement to through and including the effective date of the termination of its participation.

Section 6.3, Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

Section 7.1, Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2, Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the Pparties and supersedes all prior agreements and understandings, if any, and may be amended, modified or supplemented only by an instrument in writing executed by all Pparties to this Agreement.

Section 7.3, No Third-Party Beneficiaries. The Pparties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Pparties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 7.4, Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject ~~P~~Party's authority to so sign and that the subject ~~P~~Party will be bound by the signatory's execution of this Agreement. Each ~~P~~Party expressly represents that except as to the approval specifically required by this Agreement, such ~~P~~Party does not require any third party's consent to enter into this Agreement.

Section 7.5, Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6, Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

~~Section 7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.~~

Commented [CM11]: Why have two notice sections? I've deleted this one and kept/revised the notice section below.

Section 7.8 Termination. The withdrawal of either Party shall terminate this IGA. ~~This Agreement may be terminated at any time by written agreement of both of the contracting governments; however, This Agreement may not be terminated or rescinded as long as the Authority has bonds, notes, or other obligations outstanding, unless (i) provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations, and (ii) nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of interest payable on such escrowed obligations. In the event of termination of this Agreement and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:~~

Commented [CM12]: This termination section is repetitive of Section 6.1. I recommend that Section 6.1 be updated with the additional details here and that this section re: termination be deleted. I've made the redlines showing this change.

~~(a) All assets acquired from contributions from the City of Leadville or Lake County shall be returned to the contributing party if said assets are still in existence.~~

~~(b) If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.~~

~~(c) All assets acquired by the Authority after the date of this Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of each asset.~~

~~(d) The City of Leadville and Lake County may agree in writing to dispose of any assets of the Authority in any other acceptable manner.~~

~~(e) If the City of Leadville and Lake County cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction intact as soon as practicable with the proceeds allocated to the City of Leadville and Lake County in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.~~

Section 7.97. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers

that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 7.8.40 Pre-Existing Projects. The Authority shall not be the successor to any nonprofit corporation, agency, or other entity heretofore organized by the contracting member governments to provide the same function, service or facility. No rights, contracts, obligations, and property, both real and personal, of such municipality or county used for or in relation to housing shall vest in the Authority, including any ownership interest in any housing projects in existence at the time of the execution of this Agreement.

Section 7.91.4 Notices. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, sent via electronic mail, or sent via pre-paid, first-class United States Mail, to the party at the applicable address set forth below. Any formal notice (including, for example, notices of meetings and ordinary operational documents), demand or request given under this IGA shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid, as described below:

If to Lake County: Board of County Commissioners
P.O. Box 964
Leadville, CO 80461
tbergman@co.lake.co.us

Commented [CM13]: Should this be to County Manager instead?

With a copy to: Lake County Attorney
P.O. Box 964
Leadville, CO 80461
chris@rmgclaw.com

If to the City of Leadville: City Administrator
City of Leadville
800 Harrison Avenue
Leadville, CO 80461
cityadmin@leadville-co.gov

with a copy to: Leadville City Attorney
Michow Cox & McAskin LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111
christiana@mcm-legal.com

SIGNATURE PAGES FOLLOW

MCF/Lake County Draft 6-20231-2022 mkyeditsDraft – City Redlines 7-27-2022

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

By: _____
Kayla Marcella, Chair

Date of execution: _____

ATTEST:

Patty Berger, Clerk and Recorder

APPROVED AS TO FORM:

Chris Floyd, County Attorney

CITY COUNCIL

CITY OF LEADVILLE, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (excluding exhibits):

City Attorney

LEADVILLE, COLORADO

By: _____

Gregory Labbe, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Christiana McCormick, City Attorney

EXHIBIT A
PROJECTED BUDGET

(see next page)

Leadville Lake County Regional Housing Authority Projected Budget 2023-2024			
Expenses		2023	2024
Personel/Salaried Employees			
Position			
Executive Director	Salary	75000	80000
Benefits		21000	33600
Assistant (future)	Salary		40000
		96000	153600
Travel			
Mileage		1000	1000
Lodging		1000	1000
Per Diem		1000	1000
		3000	3000
Professional Development			
Training/Education		2500	2500
		2500	2500
Supplies - Office			
Office supplies		1000	1000
Postage		2400	2400
Copier		1000	1000
IT Set-up	phone, laptop, tablet, desk top computer, software	1000	1000
IT Support	Support	500	500
Office furniture		1500	1500
		7400	7400
Professional services			
Advertising & Marketing	community engagement	5000	5000
Translation Services	for community guidelines, by-laws and any programing or available housing	2000	2000
Dues, Subscriptions, O&E insurance	Licensing, professional organization membership, O&E insurance	1000	1000
Community Outreach	food, child care for meetings	3000	3000
		11000	11000
Office Space Rent & Associated Expenses			
Operating Total		119900	177500
Contractual			
Consultant Services	RFPs, RFQs, etc.	25000	25000
Attorney		20000	20000
Surveyor		20000	60000
Title work		5000	5000
Program Administration Start Up and Grant Match		50000	5000
Translation		10000	2000
		130000	117000
Development Team Committee			
Matching Funds for grants		350000	0
Project Gap Funding		100000	0
Entitlement Work		50000	50000
Consultant Services		50000	5000
		550000	55000
Development of Housing Total		680000	172000
Total Yearly Budget		799900	349500
Two Year Budget			1149400
Revenue		2023	2024
2A-City Housing Director Contribution		70000	70000
County Operating Contribution		26000	26000
City Projected Leftover-2A		70000	70000
City Grant Match		100000	0
County Grant Match		300000	0
BOLA Grant		1000000	0
		1566000	168024
Two Year Projected Revenue			1734024
2025 Fund Balance			
584624			

TO: Board of County Commissioners, Mayor Labbe, City of Leadville

FROM: Jackie Whelihan, Housing Director

SUBJECT: Housing Director staff report

DATE: August 2, 2022

Background:

Michael Yerman, Senior Planner from Southern Colorado Economic Development District has been assisting City and County staff as the City and County collectively prepare to apply for HB21-1271 Incentives Grant of 1.4 million dollars. This grant will have a matching component of \$280,000. The grant is intended to assist our community with infrastructure expenses for three possible development sites, two of which are owned by the County and one is owned by the School District. The sites are as identified by the affordable housing site analysis, which was presented by SCEDD, Shape Architecture and the SE Group at a BOCC/City Council public meeting. These sites will then be ready to break ground in 2024, with the potential to develop 70-80 housing units. If awarded the DOLA Incentives Grant, we will be able to offer deed restricted properties to qualified buyers at 140% or lower of AMI and renters at 80% or lower of AMI.

Update:

At the July 19th, 2022, BOCC and City Council meeting, Michael Yerman presented a proposed draft budget for the Leadville Lake County Regional Housing Authority. The budget outlined a 2-year budget which included operating expenses, a development budget, and a revenue stream for the LLCRHA. The BOCC was in favor of the proposed 2023, 2024 budget pending City Council's approval. City Council voted to approve the 2023 budget, but decided against approving the 2024 budget at this time. Please find the full budget attached along with a timeline for site development.

At the City Council meeting, there was conversation surrounding the City and County funding to support the 2023 LLCRHA budget. If the City and County are successful in acquiring the DOLA grant, there is a required matching component. If awarded the grant, the County would contribute \$300,000 along with the two parcels that they own, and the City would contribute \$100,000 to the LLCRHA. The County's portion is higher in consideration of the balance of 2A funds (after the Tourism panel, housing director salary contribution and administrative costs to run the program) being given to the LLCRHA.

During the pre-application conference on July 27th with DOLA, staff was updated on what DOLA is expecting to see in application. Attached to this staff report please find the scoring matrix and grant guidelines for your review. DOLA is anticipating 30 plus applications for this upcoming round.

Next Steps:

August 2, BOCC and City Council regular meetings, staff will request that the BOCC adopt the IGA forming the LLCRHA.

August 3, at 5PM, staff and SCEDD to attend Leadville Sanitation board meeting to discuss that that the DOLA grant would be paying for infrastructure upgrades that the district will control.

August 8, at 6:30PM, staff and SCEDD to attend School District Board Meeting to solicit a letter of support

August 11, at 5:30, staff and SCEDD to attend Parkville Water board meeting to discuss that that the DOLA grant would be paying for infrastructure upgrades that the district will control.

August 16, staff to present to the City and the BOCC at their regularly scheduled meeting a resolution outlining the City and County Support for the LLCRHA and the commitment of matching funds.

September 1, Staff will send a letter of intent to apply for DOLA grant on behalf of the City and the County.

DOLA Incentives Grant Timeline

- September, 2022 – Submit letter of intent for grant
- October, 2022 – Submit formal grant request
- December, 2022 – Notice of funding award
- January, 2023 – DOLA contract execution
- February, 2023 – Release of engineering RFQ for design of infrastructure
- April, 2023 – May, 2023 – Infrastructure design and approval from Special Districts
- June, 2023 – Release of construction bids
- July, 2023 – Award of construction contract and begin construction of infrastructure
- October, 2023 – completion of infrastructure
- November, 2023 – Begin developer RFQ process
- December, 2023 – Release developer RFQ
- February, 2024 – Developer Selection and contract negotiation
- March, 2024 – May, 2024 Developer presales and lottery
- June, 2024 – Contract execution, construction financing and first time home buyer qualification approvals
- July, 2024 – Begin construction
- January, 2025 – Closing on first property
- December, 2025 – Closing on last property



HB21-1271 Affordable Housing Development Incentives
Grant Program Scoring Matrix

Readiness and Capacity (6 points available)			
Project timeline and capacity	4 (Exceeds expectations) - Project timeline is detailed and articulates milestones for each phase of work and pre-work that will have been completed. Timeline is clear that project will be completed by June 30, 2024. Staff and partner roles are clearly articulated for each phase of work. Identifies major risks to project completion.	3 (Meets expectations) - Project timeline provides general information related to each phase of work and pre-work that will have been completed. Timeline is clear that project is likely to be completed by June 30, 2024. Staff and partner roles are generally articulated for each phase of work. Identifies major risks to project completion.	2 (Meets some expectations) - Project timeline is vague or incomplete . Unclear that project will be completed by June 30, 2024. Staff and partner roles are not clearly articulated for each phase of work. Does not identify major risks to project completion.
	Project team assembled has substantial experience in managing similar grants and projects. Jurisdiction has identified and addressed capacity limitations. Letters of support and/or financial commitments are provided by all project partners and some key stakeholders. Jurisdiction has identified and confirmed other sources of funding to leverage for the project.	Project team assembled has demonstrated experience in managing similar grants and projects. Jurisdiction has identified and addressed capacity limitations. Letters of support are provided by all project partners and some key stakeholders. Some partners have provided financial commitments. Jurisdiction has identified and confirmed other sources of funding to leverage for the project.	Capacity appears very limited for the proposed project. Letters of support have not been provided by all project partners or key stakeholders. No partners have provided financial commitments. Jurisdiction have not identified or confirmed other sources of funding to leverage for the project.
Community leadership support	2 (Exceeds expectations) - Jurisdiction has documented support from community leadership (e.g. elected officials). Jurisdiction has identified and provided links/ documentation for all relevant adopted plans, policies, or other supporting information. Any challenges that have been identified in getting support for the project have been planned for or addressed.	1.5 (Meets expectations) - Jurisdiction has documented support from community leadership (e.g. elected officials). Jurisdiction has identified and provided links/documentation for some combination of adopted plans, policies, or other supporting information. Any challenges that have been identified in getting support for the project have been planned for or addressed.	.5 (Does not meet expectations) - Jurisdiction does not have documented support from community leadership (e.g. elected officials) and stakeholders. Jurisdiction has not identified or provided links/documentation for plans, policies, or other supporting information. Any challenges that have been identified in getting support for the project have not been planned for or addressed.
Impact on Housing Needs (8 points available)			
Addressing affordable housing needs, targeted populations and community, based on current or the best available data and/or needs assessment.	4 (Exceeds expectations) - Jurisdiction clearly identifies households that will be served and how the project fills a gap proportional to the affordable housing needs of the community, based on current or the best available data and/or needs assessment.	3 (Meets expectations) - Jurisdiction generally identifies households that will be served and how the project fills a gap proportional to the affordable housing needs of the community, based on current or the best available data and/or needs assessment.	1 (Does not meet expectations) - Jurisdiction provides minimal or no information identifying households that will be served or how the project fills a gap proportional to the affordable housing needs of the community, based on current or the best available data and/or needs assessment.
	Long-term impact If project is mixed-income, long-term affordability mechanism will be applied to designated affordable units.	2 (Meets some expectations) - Project ensures long-term affordability with a use covenant, regulatory agreement, or other deed restriction, and includes a monitoring mechanism. If project is mixed-income, long-term affordability mechanism will be applied to designated affordable units.	1 (Does not meet expectations) - No affordability mechanism and/or monitoring are proposed.
Sustained and Equitable Support (4 points available)			
Community engagement process	4 (Exceeds expectations) - Jurisdiction has engaged in (or plans to engage in) a robust community engagement process . (e.g. multiple ways for community to participate, a clear plan for involving marginalized and vulnerable populations, proposes working with community navigators). Jurisdiction has described how they will continue to engage the public over the course of the project.	3 (Meets expectations) - Jurisdiction has engaged in (or plans to engage in) a general community engagement process (e.g. public meetings, some efforts to market to marginalized and vulnerable populations). Jurisdiction has described how they will continue to engage the public over the course of the project.	1 (Does not meet expectations) - Jurisdiction has not engaged in (or does not plan to engage in) a community engagement process and does not identify how they will reach out to marginalized and vulnerable populations .. Jurisdiction has not described how they will continue to engage the public over the course of the project.

Community benefits (4 points available)			
Community benefits	4 (Exceeds expectations) - Jurisdiction clearly describes a variety of benefits that will be provided or supported during and after the project is completed.	3 (Meets expectations) - Jurisdiction describes a few benefits that will be provided or supported during and after the project is completed.	2 (Meets some expectations) - Jurisdiction describes limited benefits that will be provided or supported during and after the project is completed.
	It is clear that community benefits provided/supported are integrated into the project and clear that targeted and historically marginalized/underserved populations will be the main recipients.	It is clear that community benefits provided/supported are integrated into the project but unclear that targeted and historically marginalized/underserved populations will be the main recipients.	It is unclear that community benefits provided/supported are integrated into the project and unlikely that targeted and historically marginalized/underserved populations will be the main recipients.
Sustainable development (8 points available)			
Project location	4 (Exceeds expectations) - Project is located in pre-existing neighborhood or commercial district and no new infrastructure is required to be built to support project (aside from impact fees).	3 (Meets expectations) - Project is located adjacent to neighborhood or commercial district and no new infrastructure is required to be built to support project (aside from impact fees).	2 (Meets some expectations) - Project is located in or adjacent to pre-existing neighborhood or commercial district and some new infrastructure is required to be built to support project.
	Efficient land use practices are being incorporated into the project (e.g., adaptive reuse, compact building design, contributing to walkable neighborhoods).	Efficient land use practices are being incorporated into the project (e.g., adaptive reuse, compact building design, contributing to walkable neighborhoods).	Efficient land use practices are being incorporated into the project (e.g., adaptive reuse, compact building design, contributing to walkable neighborhoods).
Proximity to amenities and services etc.	4 (Exceeds expectations) - Project is within (1/4 mile) of alternative transportation options and in close proximity to employment and educational opportunities, grocery stores, etc.	3 (Meets expectations) - Project is within (1/2 mile) of alternative transportation options and in close proximity to employment and educational opportunities, grocery stores, etc.	2 (Meets some expectations) - Project is within (3/4 mile) of alternative transportation options and with limited access to employment and educational opportunities, grocery stores, etc.
Extra Points (Up to 3 points available)			
Rehabilitation/Repurpose vacant/underutilized commercial or industrial buildings	1 extra point available. Project rehabilitates and repurposes a vacant or underutilized commercial or industrial building in a core commercial or industrial area for affordable housing.		
	1 extra point available. Applicant demonstrates that project incorporates energy efficiency standards beyond that which is required by the local jurisdiction. This can be achieved in a number of ways:		
Energy Efficiency Standards	- Project is built to International Energy Conservation Code 2018 (or later) - Project is built to higher energy efficiency standards than required by local jurisdiction by X% - Project incorporates onsite renewable energy production - Project is built to the standards of or has certification for LEED, Enterprise Green Communities, Zero Energy Ready Homes (ZERH), National Green Building Standards (NGBS), or Green Globes. - Project demonstrates positive environmental impact in another manner consistent with the aims of meeting high energy efficiency standards		
Long-term affordability	1 extra point available. Applicant demonstrates that project achieves long-term affordability based on the geographic area and housing type. (Per program guidelines: longer than 30 years.)		

Leadville Lake County Regional Housing Authority Projected Budget 2023-2024						
Contact Information:						
Jacqueline Whellan						
Housing Director						
719.486.4102						
housing@co.lake.co.us						
Expenses					2023	2024
Personel/Salaried Employees						
Position						
Executive Director					75000	80000
Benefits					21000	33600
Assistant (future)					Salary	40000
Travel					96000	153600
Mileage					1000	1000
Lodging					1000	1000
Per Diem					1000	1000
					3000	3000
Professional Development						
Training/Education					2500	2500
					2500	2500
Supplies - Office						
Office supplies					1000	1000
Postage					2400	2400
Copier					1000	1000
IT Setup					1000	1000
IT Support					500	500
Office furniture					1500	1500
					7400	7400
Professional services						
Advertising & Marketing					5000	5000
Translation services					2000	2000
Dues, Subscriptions, O&E insurance					1000	1000
Community Outreach					3000	3000
					11000	11000
Office Space Rent & Associated Expenses						
Operating Total					119900	177500
Contractual						
Consultant Services					25000	25000
Attorney					20000	20000
Surveyor					20000	60000
Title work					5000	5000
Program Administration Start Up and Grant Match					50000	50000
Translation					10000	2000
					130000	117000
Development Team Committee						
Matching Funds for grants					350000	0
Project Gap Funding					100000	0
Entitlement Work					50000	50000
Consultant Services					50000	5000
					550000	550000
Development of Housing Total						
					680000	172000
Total Yearly Budget					799900	349500
Two Year Budget						1149400
Revenue					2023	2024
2A City Housing Director Contribution					70000	70000
County Operating Contribution					26000	26000
City Projected Leftover-2A					100000	100000
City Grant Match					100000	0
County Grant Match					300000	0
DOLA Grant					1000000	0
					1596000	198024
Two Year Projected Revenue						1794024
2025 Fund Balance						644624



AGENDA ITEM # 8.D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: 08/02/2022

SUBJECT: Resolution No. 35, Series of 2022: A Resolution Authorizing the City of Leadville to Enter into a Municipal Lease-Purchase Agreement with Community First National Bank for the Lease and Purchase of One Type 1 Fire Apparatus for the Leadville-Lake County Fire Rescue

PRESENTED BY: Dan Dailey, Fire Chief

☐ ORDINANCE
☒ RESOLUTION
☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Before City Council for consideration is Resolution No. 35, Series 2022 ("Resolution 35"), which would approve a lease-purchase agreement with Community First National Bank ("Lease-Purchase Agreement") for the financing of a portion of the purchase price of a Type 1 Fire Engine for the Leadville Lake County Fire Rescue ("LLCFR").

II. BACKGROUND INFORMATION:

City Council previously authorized the purchase of the Type 1 Fire Engine ("Equipment") via Resolution No. 24, Series of 2022. Resolution 24 authorized the purchase of the Equipment and approved a purchase agreement with Boise Mobile Equipment, the vendor.

Resolution 35 authorizes the City to enter into a the Lease-Purchase Agreement with Community First National Bank to finance the remaining portion of the cost of the Equipment over a term of five (5) years.

III. FISCAL IMPACTS:

Resolution 24 authorized a total not-to-exceed amount authorized for the Equipment of Five Hundred Eighty-Nine Thousand Dollars and No Cents (\$589,000.00). Resolution 24 also authorized the City to make an initial down payment for the Equipment of \$100,000.00.

The County contributed \$342,300.00 toward the purchase of the Equipment.

Therefore, the remainder of the cost of the Equipment financed under the Lease- Purchase Agreement is

\$164,460.65 (principal of \$146,700.00 plus interest). The Lease-Purchase Agreement establishes annual payment amounts of \$32,892.13 annually for five years.

V. LEGAL ISSUES:

Under TABOR, the City is not allowed to enter into agreements that involve multi-fiscal year debt (e.g. paying for a fire engine for a term that goes beyond the current fiscal year) without getting voter approval. However, the City does not need to get voter approval to acquire equipment necessary for the operations of the City where that acquisition will mean making payments in future fiscal years if the City makes such payments pursuant to a lease agreement or lease-purchase agreement (see C.R.S. § 31-15-801). Such lease agreements must provide that the agreement terminates if the City does not appropriate funds for the payments required under the lease agreement (which would mean, practically speaking, that the lessor could seize the equipment if the City doesn't make the scheduled payments due to non-appropriation).

Under state law, long-term lease agreements for such equipment must be approved by ordinance, and City Council previously determined that a "long-term lease," which includes lease-purchase agreements, means agreements with a term of more than 5 years. Lease agreements with a term of 5 years or less may be approved by resolution of City Council pursuant to Ordinance No. 3, Series of 2021 (codified at Section 3.08.030 of the Leadville Municipal Code).

The Lease-Purchase Agreement that would be approved by Resolution 35 is for a term of 5 years and may be authorized by resolution of City Council. It also includes the necessary non-appropriation language so that entering into the Lease-Purchase Agreement does not violate TABOR.

VI. STAFF RECOMMENDATION:

Staff recommends that City Council adopt the resolution, approve the agreement, and authorize the Mayor, City Attorney, and City staff to take the actions necessary for the City's financing of the fire engine through the Lease-Purchase Agreement.

VII. COUNCIL OPTIONS:

Council may take one of the following actions:

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

VIII. PROPOSED MOTION:

"I move to adopt Resolution No. 35, Series of 2022, A Resolution Authorizing the City of Leadville to Enter into a Municipal Lease-Purchase Agreement with Community First National Bank for the Lease and Purchase of One Type 1 Fire Apparatus for the Leadville-Lake County Fire Rescue."

IX. ATTACHMENTS:

Resolution No. 35, Series of 2022

Lease-Purchase Agreement

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 35
SERIES OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF LEADVILLE TO ENTER INTO
A MUNICIPAL LEASE-PURCHASE AGREEMENT WITH COMMUNITY FIRST
NATIONAL BANK FOR THE LEASE AND PURCHASE OF ONE TYPE 1 FIRE
APPARATUS FOR THE LEADVILLE-LAKE COUNTY FIRE RESCUE**

WHEREAS, the City of Leadville ("City" or "Lessee") is authorized by state law to acquire equipment for municipal purposes and to enter into leases for the same, which leases may include an option to purchase and acquire title to the leased property; and

WHEREAS, City Council, as the governing body of the City of Leadville, has determined that a true and real need exists for the acquisition of a Type 1 Fire Apparatus ("Equipment") through a lease-purchase agreement with Community First National Bank ("Lease- Purchase Agreement"), for use in the efficient and proper operation of the Leadville-Lake County Fire Rescue; and

WHEREAS, the City has taken the necessary steps under applicable law to arrange for the acquisition and financing of such Equipment; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease-Purchase Agreement or the City has taken the steps necessary to comply with the same with respect to the Equipment to be acquired under the Lease-Purchase Agreement; and

WHEREAS, Section 3.08.030 of the Leadville Municipal Code allows for the City's procurement of vehicles and other equipment under a lease-purchase agreement with a term of five years or less to be authorized by resolution of the City Council and in accordance with the City's adopted purchasing policy in effect at the time of approval of such agreement; and

WHEREAS, the City Council desires to approve the Lease-Purchase Agreement, in substantially the form attached hereto, to complete the purchase of the Equipment; and

WHEREAS, City Council further desires authorize the Mayor, City Attorney, and City Staff to execute such documents and take such action as may be necessary to complete the acquisition of and financing for the Equipment.

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

Section 1. Recitals. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Findings and Authorizations. The City Council of the City of Leadville makes the following findings and representations:

- (a) City Council previously approved the purchase of the Equipment via adoption of Resolution No. 24, Series of 2022.
- (b) City Council authorizes the Mayor to execute a Lease-Purchase Agreement with Community First National Bank following review and approval of the Lease-Purchase Agreement by the City Attorney. The Mayor, the City Attorney, and City Staff, as necessary and appropriate, are authorized to execute and deliver on behalf of the City all documents necessary to acquire the Equipment, and the Mayor and City Attorney are further authorized to negotiate and approve on behalf of the City such revisions to the Lease-Purchase Agreement and supporting documents as deemed necessary or desirable as long as any such revisions do not materially increase the obligations of the City.

Signature of Party to Sign Lease-Purchase Agreement
Greg Labbe, Mayor

- (c) The complete and correct name of the Lessee is the City of Leadville, a political subdivision of the State of Colorado. The City is and at all times shall be a duly organized and existing entity under the laws of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The City does not do business under any other assumed business names.
- (d) The City maintains its offices at 800 Harrison Avenue, Leadville, Colorado 80461.
- (e) The City will perform all acts within its power which are or may be necessary to maintain its legal status as a duly organized and existing entity under the laws of Colorado, which status is the basis for the interest portion of the rental payments coming due under the Lease-Purchase Agreement, and to at all times remain exempt from federal income taxation under the laws and regulations of the United States as presently enacted and construed or as hereafter amended.
- (f) The acquisition of the Equipment is necessary, convenient, in the furtherance of, and will at all times be used in connection with, the City's governmental and proprietary purposes and functions and are in the best interests of the City. No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the State for lawful municipal purposes.
- (g) The meetings at which the City Council considered and adopted this Resolution were properly noticed and conducted as open meetings in accordance with Colorado law.
- (h) There are no legal or governmental proceedings or litigation pending against the Lessee which might adversely affect the transactions contemplated in or the validity of the Lease-Purchase Agreement.

- (i) Finally, City Council authorizes the Mayor, City Attorney, and City Staff to take such other actions as may be necessary and that do not increase the financial obligations of the City to execute the Lease-Purchase Agreement and to complete the acquisition of the Equipment

Section 3. **Severability.** Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

Section 4. **Effective Date.** This Resolution shall become effective upon its adoption by City Council.

**ADOPTED this 2nd day of August 2022 by a vote of ____ in favor, ____ against,
____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

July 26, 2022

Dawna Schneider
City of Leadville
800 Harrison Avenue
Leadville, CO 80461

RE: Financing for One (1) New BME Type 1 Fire Apparatus

Dear Dawna,

Thank you for the opportunity to work with City of Leadville on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 8/8/2022 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Leadville and an attorney's opinion letter.

Signer 1 - Greg Labbe, Mayor
Signer 2 - Dawna Schneider, Finance Director
Signer 3 - Mayda Silver, Deputy City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Kristi

Kristi Kirkman
Documentation Associate

Documentation Instructions

◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Greg Labbe - sign where indicated

◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Greg Labbe - sign where indicated

◇ Attachment 1 – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where the equipment will be kept after delivery/installation

◇ Attachment 2 –PAYMENT SCHEDULE

- ☐ Greg Labbe - sign where indicated

◇ Exhibit B – LESSEE RESOLUTION

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Greg Labbe - sign as "Authorized Signer"
- ☐ Complete the lessee's fiscal year start and end months
- ☐ Dawna Schreiner - attest the Resolution as "Attested By"
- ☐ Mayda Silver - certify the Resolution as "Certified By"

◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

◇ Exhibit D - ACCEPTANCE CERTIFICATE

- ☐ Greg Labbe - sign and date where indicated

◇ TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

- ☐ Greg Labbe - sign where indicated

◇ BANK QUALIFIED CERTIFICATE

- ☐ Greg Labbe - sign where indicated

◇ INSURANCE COVERAGE REQUIREMENTS

- ☐ Provide Agent's contact information
- ☐ Greg Labbe - sign where indicated

◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

◇ NOTICE OF ASSIGNMENT

- ☐ Greg Labbe - sign where indicated

◇ ESCROW AGREEMENT

- ☐ Greg Labbe - sign where indicated

◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Greg Labbe - sign where indicated

◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Greg Labbe - sign and date where indicated

◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Greg Labbe - sign and date where indicated under "Signature and Consent"

◇ ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):

- ☐ Certificate of Insurance from your insurance provider
- ☐ Copy of down payment check in the amount of \$146,700.00 made payable to the vendor

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 8/9/2022, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Leadville

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 8/1/2022, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Leadville, 800 Harrison Avenue, Leadville, CO 80461 a body corporate and politic duly organized and existing under the laws of the State of Colorado ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. LEACO2022-08E

LESSEE:
City of Leadville

Greg Labbe, Mayor

LESSOR:
Community First National Bank

Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 8/1/2022

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: LEACO2022-08E

LESSEE:
City of Leadville

LESSOR:
Community First National Bank

Greg Labbe, Mayor

Blake Kaus, VP

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

Lease Number: LEACO2022-08E

One (1) New BME Type 1 Fire Apparatus

With a total acquisition cost of \$293,400.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
City of Leadville

Greg Labbe, Mayor

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

Lease Number: LEACO2022-08E

Amount Financed: \$146,700.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	8/1/2023	\$32,892.13	\$5,771.82	\$27,120.31	Not Available
2	8/1/2024	\$32,892.13	\$4,704.79	\$28,187.34	\$93,578.29
3	8/1/2025	\$32,892.13	\$3,595.78	\$29,296.35	\$63,212.77
4	8/1/2026	\$32,892.13	\$2,443.13	\$30,449.00	\$32,027.38
5	8/1/2027	\$32,892.13	\$1,245.13	\$31,647.00	\$0.00
Grand Totals		164,460.65	17,760.65	146,700.00	

LESSEE:
City of Leadville

Greg Labbe, Mayor

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **Deputy City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Greg Labbe, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Leadville

Attested By: _____
Dawna Schneider, Finance Director

Certified By: _____
Mayda Silver, Deputy City Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Leadville

Ladies and Gentlemen:

As legal counsel to City of Leadville (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 8/1/2022, and a certain Escrow Agreement dated as of 8/1/2022, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Leadville.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Leadville

Greg Labbe, Mayor

Date

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

Lease Number: LEACO2022-08E

One (1) New BME Type 1 Fire Apparatus

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Leadville

Greg Labbe, Mayor

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
City of Leadville

Greg Labbe, Mayor

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Leadville

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: One (1) New BME Type 1 Fire Apparatus VIN#: TBD @ Delivery

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) New BME Type 1 Fire Apparatus VIN# TBD @ Delivery as outlined on Lease# LEACO2022-08E
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

**THE CERTIFICATE SHOULD BE
EMAILED TO kristikirkman@clpusa.net OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
City of Leadville

Greg Labbe, Mayor

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee.

Lease Number: LEACO2022-08E

Equipment Description: One (1) New BME Type 1 Fire Apparatus

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

July 26, 2022

City of Leadville
800 Harrison Avenue
Leadville, CO 80461

RE: Schedule of Equipment No. 01, dated 8/1/2022, to Master Equipment Lease Purchase Agreement, dated as of 8/1/2022, between Community First National Bank, as Lessor, and City of Leadville, as Lessee. Along with the Escrow Agreement entered into as of 8/1/2022.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Leadville

Greg Labbe, Mayor

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 8/1/2022 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Leadville ("Lessee") a political subdivision under the laws of the State of Colorado ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 8/1/2022 to Master Equipment Lease Purchase Agreement dated as of 8/1/2022 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 8/1/2022 to Master Equipment Lease Purchase Agreement dated 8/1/2022, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of **\$146,700.00**. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Blake Kaus, VP

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Blake Kaus, VP

LESSEE:

City of Leadville
800 Harrison Avenue
Leadville, CO80461

Greg Labbe, Mayor

**EXHIBIT A
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 8/1/2022, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Leadville, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:

City of Leadville

Greg Labbe, Mayor

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 8/1/2022 to Master Equipment Lease Purchase Agreement dated as 8/1/2022 by and between Community First National Bank, ("Lessor") and City of Leadville ("Lessee").

1. In General.

- 1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 8/1/2022 to Master Equipment Lease Purchase Agreement dated as of 8/1/2022 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New BME Type 1 Fire Apparatus of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").
- 1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.
- 1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
- 1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.
- 1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.
- 1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

- 2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$146,700.00 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 8/1/2022 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.
- 2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.
- 2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

- 3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.
- 3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.
- 3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:
 - (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec.1.150-2;
 - (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
 - (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
 - (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1. 148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

- 4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.
- 4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
- 4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.
- 4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

- 5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:

City of Leadville

Greg Labbe, Mayor

Date

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Leadville		2 Issuer's employer identification number (EIN) 84-6000607	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 800 Harrison Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Leadville, CO 80461		7 Date of issue 08/01/2022	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 146,700.00
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 08/01/2027	\$ 146,700.00	\$ N/A	5 years	3.934 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Greg Labbe, Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►			Firm's EIN ►	
Firm's address ►			Phone no. _____	

Aug 2022

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

Oct 2022

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