



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

Tuesday
August 15, 2023

6:00 P.M.

Council Chambers & Zoom

<https://leadville-co-gov.zoom.us/j/83526944548?pwd=aEdjdGtpNlEyZmt5YVQ1bDBQbnN4dz09>

Meeting ID: 835 2694 4548

Passcode: 80461

Dial by your location

+1 719 359 4580 US

6:00 pm	1.	Call to order of regular meeting of the City Council
	2.	Roll call
	3.	Optional Pledge of Allegiance or moment of silence
	4.	Approval of agenda
	5.	Housekeeping matters
	6.	Public comments about items not on the agenda
		Citizens wishing to speak to council on issues <u>not</u> on the agenda are requested to send a message in the chat section or raise their hand in the participant's section of Zoom or in person. Staff will call on the public in order. Comments are limited to three (3) minutes (not including council questions). Action, if required, will be assigned to city staff. For matters <u>on the agenda</u> , public input will be heard prior to a vote being taken on the matter.
6:15 pm	7.	Consent Agenda: A. Approval of August 1, 2023 Minutes
6:20 pm	8.	Department Reports: A. City Administrator's Report B. Human Resources C. Police Department D. Fire Department E. Streets Department F. Animal Shelter G. Deputy City Clerk - Licenses Report H. Building Department I. Planning Department J. Sales Tax Comparisons K. Financials L. Bills

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



CITY OF LEADVILLE

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LEADVILLE, CO 80461

REGULAR COUNCIL MEETING MINUTES

Tuesday,
August 1, 2023

6:00 P.M.

Council Chambers & Zoom

1. **Call to order** of regular council meeting at 6:04 p.m.
2. **Roll call:**
 - a. **Present:** Mayor Labbe, CM Hill, MPT Greene CM Thomas, CM Lauritzen, CM Luna-Leal, and CM Grant
 - b. **Absent:**
- Staff Members Present:** Deputy City Clerk Hannah Scheer, Administrative Assistant Lori Tye, City Administrator Laurie Simonson, Planning Director Chapin LaChance
3. **Approval of the agenda:** CM Luna-Leal **moved** to approve the agenda as amended, and CM Hill **seconded**. All present were in favor.
Agenda Revisions: Add PB Swims as 8C
4. **Housekeeping Matters:**
 - a. CM Luna-Leal:
 - i. Proposition 123 - the City and County have not yet opted in
 - ii. The City is missing out on a lot of money by not doing this, urges council members to focus on Proposition 123. It's a short application and would allow a diverse amount of applications within the City.
 - iii. There is a limited amount of funding available - should we make this an action item? Intergovernmental agreement or Resolution?
 - iv. There is a Leadville Urban Renewal Authority meeting on 8/3 at 6:00 p.m.
 - b. CM Grant
 - i. Asked to add property management for 809 Spruce as a discussion item to the next meeting
5. **Public comments for items not on the agenda:**
 - a. Steve Prestash
 - i. Said the Pledge of Allegiance with most of the attendees
 - ii. Discussed the term "de-meur" - not answering clearly or truthfully - feels this is how he has received answers from City and County officials
 - iii. Mentioned the Labbes are listed as owning 4 properties in Leadville. There is an LLC that owned the Brew Pub that is also owned by the Labbes. Would like to know who owns the LLC's that own property in town.

6. Consent Agenda

CM Luna-Leal **moved** to approve the minutes of July 18, 2023, CM Lauritzen **seconded**. All present were in favor.

7. Action Items:

- a. **Re-appointment of Marcia Martinek and Scott Spillman as Historic Preservation Chair and Commissioner Respectively**

Mayor re-appointed Marcia Martinek and Scott Spillman as Hisortic Preservation Chair and Scott Spillman as the Historic Preservation Commissioner.

- b. **Consideration of a Conditional User Permit (CUP) for Engelbach Change of Use from Commercial Office to Residential Duplex; 610 Front St.**

Public hearing was opened at 6:16 p.m.

Public comment opened at 6:27 p.m.

CM Grant **moved** to close the public hearing at 6:30 p.m., CM Thomas **seconded**.

CM Grant moved to approve the **Conditional User Permit (CUP) for Engelbach Change of use from Commercial Office to Residential Duplex; 610 Front St.**; CM Thomas **seconded**.

	YES	NO	Abstain	Absent
CM Lauritzen	*			
CM Luna-Leal	*			
MPT Greene	*			
Mayor Labbe	*			
CM Grant	*			
CM Thomas	*			
CM Hill	*			

- c. **Resolution No. 16, Series of 2023, a Resolution Authorizing the Purchase of Real Property Known as 117 W. 10th Street and Ratifying a Contract to Buy and Sell Commercial Real Estate for Municipal Purposes, Including but Not Limited to a Potential Community Center**

CM Luna-Leal **moved** to approve **Resolution No. 16, Series of 2023, a Resolution Authorizing the Purchase of Real Property Known as 117 W. 10th Street and Ratifying a**

Contract to Buy and Sell Commercial Real Estate for Municipal Purposes, Including but Not Limited to a Potential Community Center; MPT Greene seconded.

	YES	NO	Abstain	Absent
CM Lauritzen	*			
CM Luna-Leal	*			
MPT Greene	*			
Mayor Labbe	*			
CM Grant	*			
CM Thomas	*			
CM Hill	*			

d. Certification of Deputy City Clerk Hannah Scheer as a Designated Election Official

Mayor Labbe declared Deputy City Clerk Hannah Scheer as a designated election official for the 2023 municipal election.

8. Presentations and Discussions:

a. City Administrator’s Report:

- i. Proposition 123 - Intergovernmental agreement needs to be looked over by legal council
- ii. The City Attorney asked that City Council members attend the next Leadville Urban Renewal Authority meeting.
- iii. Bag Fee
 - 1. C4 is interested in being the recipient of part of the bag fee - this would be approved by ordinance.
 - 2. There are samples from other cities that can be used to guide how we use the fee.
 - 3. Right now the fee is being retained by merchants.
 - 4. Big R is probably the largest store within the City that collects the bag fee.
- iv. Working with Lexipol on an updated employee handbook with HR director Erin Lusin. The new handbook will need to be ratified by City Council. Expected to finish by the end of 2023.
- v. 809 Spruce
 - 1. Requests for Proposals for a property management company have been out for a while and no one has applied to be the property manager for the house.
 - 2. Set for discussion on 8/15

b. Presentation Regarding Childcare in Leadville - Brooke Carlson

- i. The childcare coalition was created under Lake County Build a Generation
- ii. There has been a lack of care, creating undue hardships for Leadville families
- iii. There are no care slots for children under the age of one

- iv. There are several at-home providers, many are not licensed
- v. Would like regulated childcare in our community with a sustainable funding source
- vi. Childcare providers would ideally be educated and certified, providing a safe and educational environment focussing on childhood development while keeping it affordable for our community.
- vii. Unregulated childcare leads to negative outcome for the children, families, and other members of the community
- viii. Would like to have a committee of professionals to manage the funds and the care providers

c. PB Swims

- i. Would like to re-vamp the pool at the intermediate school
- ii. Suggested a sales tax to support the restoration of the pool
- iii. Asked the Board of County Commissioners as well, they were not interested because they felt rushed
- iv. The pool was renovated and re-opened in 2004, closed in 2020 and never re-opened.
- v. A full renovation would be about \$10 million over 10 years
- vi. Unsure what the cost of regular maintenance and operation would be

d. Discussion Regarding the Pledge of Allegiance at City Council Meetings

- i. Mayor commented that he is agnostic on this subject - can live with or without it. Feels like there is a feeling of indoctrination
- ii. MPT Greene asked for this to be on the agenda and commented on the following:
 - 1. The Pledge was routinely said before Covid
 - 2. We've heard from the public and the Interim Chief of Police and the makeup of council has changed
 - 3. Some council members have been adhering to the previous decision not to say the Pledge
 - 4. The Pledge of Allegiance was developed by a gentleman in the late 1800s as a simple chant to teach patriotism to children and has a quality of indoctrination
 - 5. City Council is "civics in action"
 - 6. The Pledge of Allegiance is something that is common to us all, it's something we all share, a statement of unification in a way
 - 7. Said she understands why it could be a good thing to say before meetings as we all sit down together to discuss civics in action
- iii. CM Grant thinks we should say it at each meeting
 - 1. Noted that schools still say it in the morning following announcements
 - 2. It is every persons right to remain respectful and not participate, just because it appears on the agenda doesn't mean it's required and shouldn't have bearing on whether or not one says it as an individual
 - 3. Is saying it to be in unison with the group
- iv. CM Luna-Leal has mixed feelings growing up as a primarily Spanish-speaking person.
 - 1. As a child of immigrants he felt an aggressiveness that came after 2001 accompany the Pledge, which has left a sour taste in his mouth and has influenced how he and his community have been treated in association with the patriotism it is trying to instill.

2. There were consequences in school for not saying it
3. If we are to be inviting to our entire community, he doesn't think this is the necessary space to use it, although he does understand the value of it regarding comradery and bringing the community together.
4. Has a hard time saying yes to having the Pledge City Council meetings because of how he grew up and the consequences people who weren't born here face.
- v. CM Thomas supports saying it at meetings
 1. She commented that we are all here to be of service, it's a volunteer position
 2. She said it's simple and puts us all on common ground and reminds us why we're here - good government and doing the best we can for the City
- vi. CM Lauritzen isn't comfortable with saying it
 1. It puts peer pressure on everybody in the room, people might feel they have to stand up and say it whether they believe it or not, maybe they're not citizens
 2. Doesn't like the implication of the loyalty pledge that came out of the 1950s
 3. All council members took an oath to uphold the Colorado Constitution and US Constitution and holds strongly that she doesn't feel she needs to come in and repeat a childhood chant every meeting to prove her loyalty
 4. Proposes a compromise as a moment of silence
- vii. CM Hill feels placing the Pledge on the agenda makes it mandatory and therefore is compelled speech and directly infringes on his personal freedoms
- viii. It was decided that on future agendas it will appear as "Optional Pledge of Allegiance or Moment of Silence"

Council Reports:

- e. CM Lauritzen:
 - i. City did a great job finish the work on the road on E. 7th - but the weather today washed away the surface and will need to be repaired
- f. CM Thomas:
 - i. ADA parking in public lots is not sufficient - received a comment from a community member that has brought this to our attention
 - ii. Laurie Simonson commented that more blue paint is being ordered - working on updating ADA parking around town
- g. CM Grant:
 - i. Summit County is getting rid of single use plastics
 - ii. We should ideally not be selling single-use water bottles
- h. CM Luna-Leal
 - i. Working with Emily as a contractor to help out CMU for their \$40,000/unit refurbishing of mobile homes
 - ii. Only mobile home parks within the City, starting with CMU mobile home parks
 - iii. Applies to any manufactured home within City limits

9. Mayor's Report:

- a. Next Tuesday, August 8th, the Mayor is flying to Ireland to our "Twin City" Alaheise
- b. Representatives from that City in Ireland came to Leadville last year and would like to return the favor by visiting their home as well.
- c. All paid for personally by the Mayor, no City money was used

- d. Bought some Melanzana's as gifts
- e. 3 people will be coming back in September for the dedication of the memorial

10. Public Meetings Planner:

- a. 8/3/23
 - i. Leadville Urban Renewal Authority Meeting
 - ii. Music at Zaitz Park
 - iii. BOCC meeting at Pitts at 4:15pm regarding the pool
- b. 8/8/23
 - i. Julie McClusky will be in town for a meeting with the Mayor and will also be at Boom Days 8/4-8/6
- c. 8/15/23
 - i. Mayor and CM Lauritzen will not be able to attend the regular City Council meeting

11. Public Comments:

a. Sofie Garza

- i. Licensed child care provider in Leadville since 1996 - "Sofie's Home Childcare"
- ii. Serves about 20 children per year, even though the need is closer to 100 children
- iii. "Rope-Team" concept for funding sustainable operation
- iv. Is happy to train people - 719-486-3023
- v. Willing to help people learn the licensing process so they too can be licensed child care providers

b. Abby

- i. Showed support for childcare coalition and Sofie Garza
- ii. Almost had to quit her job because there is no childcare for children under 1 that do not yet walk
- iii. Had to move her 75 year old parents out for several months to help out for this reason - the cost was double than regular childcare

c. Hannah Scheer

- i. Speaking as a private citizen would like to make the community aware that there have been cases of bacterial pneumonia and 2 dogs in Summit have contracted and passed away from it
- ii. Symptoms are:
 - 1. Fever
 - 2. Difficulty breathing
 - 3. Decreased exercise tolerance
 - 4. Lethargy
 - 5. Coughing
 - 6. Nasal discharge
 - 7. Loud breathing/rapid breathing
 - 8. Rapid weight loss
 - 9. Dehydration

d. **Steve Prestash**

- i. Made comments on group dynamics and rationalization
- ii. Strongly supports licensing childcare in the community, it would help keep the children of our community safe

Adjournment: 8:51 pm

APPROVED this 15th day of August by a vote of [redacted] in favor [redacted] against, [redacted] abstaining, and [redacted] absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk

DRAFT

Leadville Police Department

800 Harrison Avenue
Leadville, CO 80461
(719) 486-1365



Kenneth Chavez, Interim Chief of Police
Greg Labbe, Mayor

TO: The Honorable Mayor Greg Labbe and Members of Leadville City Council

FROM: Chief Ken Chavez

SUBJECT: Leadville Police Department: July 2023

- **Staffing:**
 - The Police Department has one opening at this time for a full-time officer and are accepting applications.

- **Highlights:**
 - Team Leadville was happy with the assistance received from The Police Department for the Leadville Marathon. "Your Police Department has provided our marathon team a Police Escort--to include Interim Chief Kenneth Chavez last week. I had the privilege to meet he and Perla Flores on Friday. Great individuals! Chief Chavez is also a veteran, making what we do even more applicable. Just wanted to thank both for their hospitality and "bringing us home" last week to the applause of hundreds who witness our Team finish--which is well known by the Leadville Race Series Faithful."

- Boom Days Weekend– No major issues; great cooperation between LCSO and LPD for a safe and fun weekend
- Leadville 100 MTB Weekend
- Parking Violation Boot Concept

MONEY RECEIVED FOR THE MONTH:

\$175 .00	(5) Parking Tickets
\$427.25	(3) VIN Inspections / 5 th Judicial District Checks / (1) Records Requests / (3) Fingerprints/ (2) Sex Offender Registrations / (0) Vehicle Tow Fee
\$30.00	(1) Police Surcharge – (0) VIN Convenience Fee
Total \$ 632.25	

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month: 3
- Incident Reports: 37
- Citations/Tickets/Summons:7
 - Municipal Court:1
 - County Court: 6
- Number of Juveniles put into Diversion: 0
- Number of Persons Taken In-Custody: 6
 - Agency Assist : 9
 - Warrant: 2
 - DV:2
 - Informational:19

LEADVILLE POLICE DEPARTMENT OFFICERS AND STAFF:

**Perla Flores, Administrative Supervisor: Records/Getac/Sexual Offender
Coordinator/fingerprints/(Certified) VIN Inspections**

**Joanna Lopez, Administrative Assistant: Records/Getac/Sexual Offender
coordinator/fingerprints/(Certified)VIN Inspections**

Interim Chief of Police Kenneth Chavez

Sergeant John Ortega/FTO

Sergeant Daniel Breyer – (Part-Time) Training and Compliance Specialist

Officer Daniel Hanson - Part-Time /FTO

Officer Maria Porzelt

Officer Aaron Barnett

Officer Brenda Caraveo

Community Service Officer Natalie Lopez

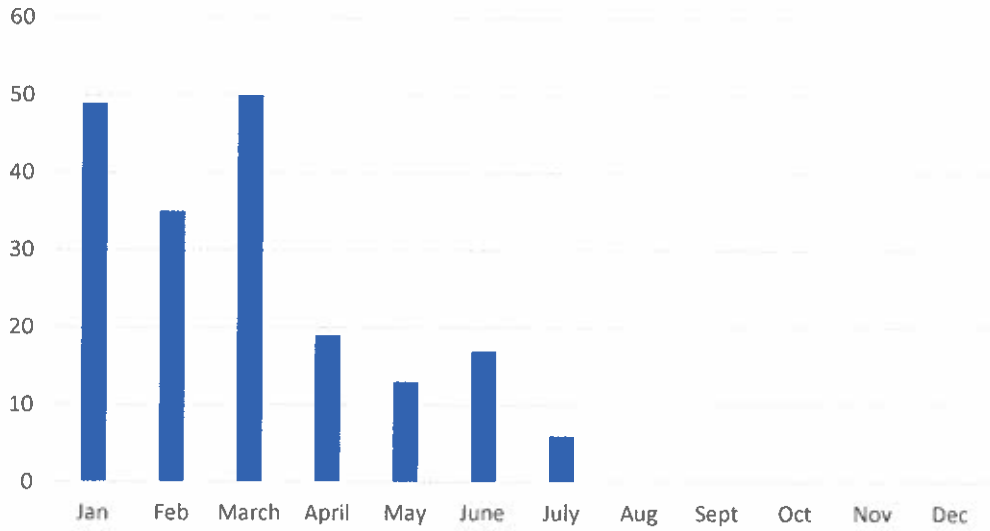
Community Service Officer Destiny Barraza

LPD Fleet

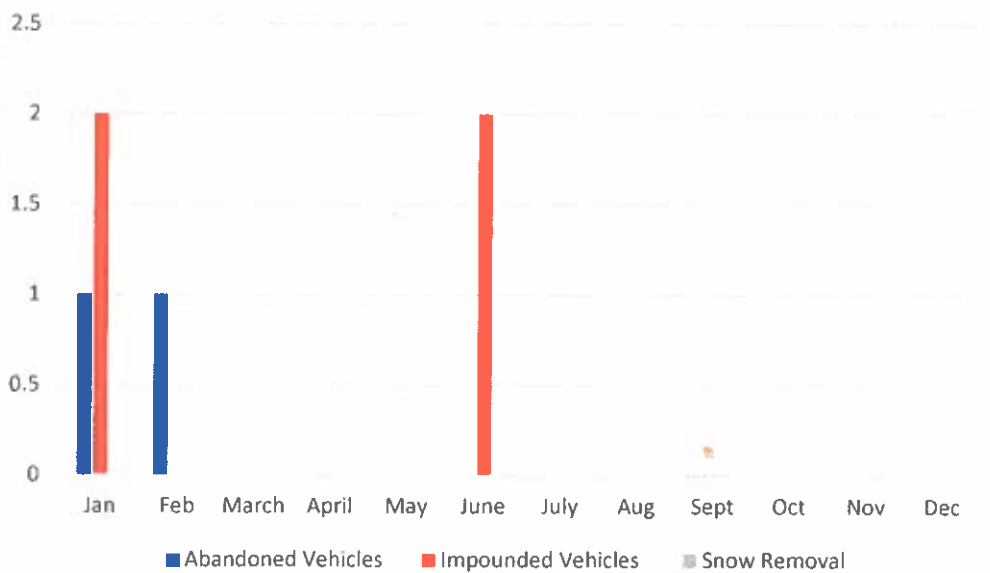
- (2) 2021 Ford Interceptor- Patrol/ 82-14, 82-15
- (3) 2020 Ford Interceptors- Patrol/ 82-11, 82-12, 82-13
- (3) 2016 Ford Interceptors – Patrol/ 82-1, 82-4, 82-5,
- (2) 2016 Ford Taurus/ 82-16, 82-17
- (1) 2005 Jeep Liberty – CSO / 82-7(**inoperable**)
- (1) 1999 Trailer – Evidence

July CSO Monthly Reports

Parking Tickets



Vehicles





Leadville Lake County Fire Rescue

816 Harrison Avenue. Leadville, CO 80461
Phone (719) 486-2990 Fax (719) 486-3113 Emergency – Dial 911
www.lakecountycolorado.com/fire - www.cityofleadville.colorado.gov

Monthly Report July, 2023

CALLS FOR SERVICE

- Please see attached statistics for the month of July

DEPARTMENT

- Station II (Multi-Use Facility); **Certificate of Occupancy has been issued!** Preparation for an opening ceremony will begin and social media outlets utilized for information to our community members
- Headwaters Training Facility, (HTC); Self Contained Breathing Apparatus (SCBA) confidence course container and one burn room, plans being worked on. Working towards a climate-controlled building with Colorado Mountain College (CMC), and plans to finish two sheds donated by CMC to become warming huts or additional training props
- Apparatus; Type I Spartan; **Delivered on 08/10/2023.** Total cost of the apparatus was \$457,397.35 (City and County Taxes; \$320,219.20), City Taxes \$137,219.20). Savings of \$31,602, from the original price of \$489,000.00.
- The Type III with four personnel are on the LowLine Fire near Gunnison. This is the second deployment for the new Type III.

GRANTS

- Awarded \$44,850.00 in February. Assistance to Firefighter Grant, (AFG) grant submitted for a micro grant for 10 sets of Personal Protective Equipment, (PPE), in the amount of \$50,000.00. this grant was submitted on Dec 17th 2022 and the 425 financial form was complete for this quarter
- Awarded! Firefighter Safety and Disease Prevention Grant submitted in the amount of \$15,613.00 for an extractor machine for Station II. Reimbursement has been submitted in the amount of \$14,475.00. This has been installed at Station II
- Awarded! House Bill -1194 grant for an additional 5 sets of PPE in the amount of \$14,719.08
- TO DATE; GRANT AND OTHER REVENUE TOTALS FOR 2018, 2022= \$1,748,534.70
- TO DATE; GRANT AND OTHER REVENUE SINCE 2012= \$3,565,110.70
- This revenue does not include minor revenue for services such as the sign program and permits
- Staffing Adequate Fire Emergency Response, (SAFER) grant 425 financial form complete this quarter and \$129,903.87 of the total amount of \$595,027.86 has been requested. This grant for the 4th person on the engine company finalizes 02-11-2025.

RESIDENT/RESERVE STAFFING

- We currently have 7 Residents with one female in the hiring process and one Reserve
- Total of 3 living at Station II when it is open.

PREVENTION/MARSHAL

Site Inspections:

Coffee Trailer
Fireworks Stands
Tabor Apartments

Roots Rx and Earls
311/313 Fire Alarm rough-in
LLCFR Fire Station II final

Meetings:

Building Dept
Housing Coalition
Boom Days
Access and Functional Needs
Building Department

Fire Responses:

stove fire at residential structure

Inspections/ Plans reviews:

Plan reviews: 39

Special Events: 7

Pub-Ed events: LLCFR participated at the Ted Nugent Camp for Kids- taught over 70 kids on wildfire behavior and disaster preparedness.

OPERATIONS CHIEF/TRAINING/CMC

- We lost one personnel, an experienced Captain who was born and raised in Leadville/Lake County, who was hired by a fire department adjacent to Lake County and will make more money and have better benefits as a firefighter there than a captain here.

- Started the promotion/hiring process to replace him at the Captain position, as well as the Engineer position and Firefighter position.

- We hired a new resident.
- We successfully completed our Colorado State DFPC Incident

Qualification System Audit, which allows us to continue to deploy on wildland fire incidents.

- Two Colorado wildland fire deployments in our new Type III engine: the Spring Creek Fire and the Lowline Fire.

Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents
Incident Type Category (FD1.21): 1 - Fire		
100 - Fire, other	2	2.63%
141 - Forest, woods or wildland fire	1	1.32%
142 - Brush or brush-and-grass mixture fire	1	1.32%
143 - Grass fire	1	1.32%
151 - Outside rubbish, trash or waste fire	1	1.32%
Total: 6		
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident		
300 - Rescue, EMS incident, other	1	1.32%
311 - Medical assist, assist EMS crew	2	2.63%
320 - Emergency medical service, other	12	15.79%
321 - EMS call, excluding vehicle accident with injury	25	32.89%
322 - Motor vehicle accident with injuries	3	3.95%
324 - Motor vehicle accident with no injuries.	5	6.58%
381 - Rescue or EMS standby	1	1.32%
Total: 49		
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)		
463 - Vehicle accident, general cleanup	1	1.32%
Total: 1		
Incident Type Category (FD1.21): 5 - Service Call		
511 - Lock-out	2	2.63%
550 - Public service assistance, other	1	1.32%
551 - Assist police or other governmental agency	2	2.63%
Total: 5		
Incident Type Category (FD1.21): 6 - Good Intent Call		
600 - Good intent call, other	1	1.32%
611 - Dispatched and cancelled en route	4	5.26%
621 - Wrong location	1	1.32%
651 - Smoke scare, odor of smoke	1	1.32%
Total: 7		
Incident Type Category (FD1.21): 7 - False Alarm & False Call		
700 - False alarm or false call, other	5	6.58%
744 - Detector activation, no fire - unintentional	2	2.63%
Total: 7		
Incident Type Category (FD1.21): 9 - Special Incident Type		
900 - Special type of incident, other	1	1.32%
Total: 1		
Total: 76		

Description

Annual NFIRS call breakdown

Overlap Report

Overlap Basic Incident Alarm Time	Overlap Basic Incident Number	Overlap Basic Incident Type
07/11/2023 15:16:37	23007740	Motor vehicle accident with no injuries.
07/11/2023 15:22:54	23007741	
07/16/2023 15:28:47	23007931	False alarm or false call, other
07/16/2023 15:28:47	23007931	False alarm or false call, other
07/16/2023 15:36:00	2300793	Motor vehicle accident with injuries
07/16/2023 15:36:00	2300793	Motor vehicle accident with injuries
07/16/2023 16:03:00	23007932	Fire, other
07/16/2023 16:03:00	23007932	Fire, other

Report Filters

Overlap Basic Incident Alarm Time: is equal to 'Last Month'

DD - NFIRS Run Data Report - Alarm to Arrival

Response Times	Number of Incidents	Percent of Total
0 - 1.0 Minutes	4	5.41%
1 - 2.0 Minutes	7	9.46%
2 - 3.0 Minutes	10	13.51%
3 - 4.0 Minutes	9	12.16%
4 - 5.0 Minutes	6	8.11%
5 - 6.0 Minutes	4	5.41%
6 - 7.0 Minutes	2	2.70%
7 - 8.0 Minutes	1	1.35%
8 - 9.0 Minutes	3	4.05%
10 - 11.0 Minutes	2	2.70%
11 - 12.0 Minutes	2	2.70%
12 - 13.0 Minutes	2	2.70%
15 - 16.0 Minutes	1	1.35%
16 - 17.0 Minutes	2	2.70%
17 - 18.0 Minutes	2	2.70%
18 - 19.0 Minutes	4	5.41%
19 - 20.0 Minutes	1	1.35%
20 - 21.0 Minutes	2	2.70%
22 - 23.0 Minutes	3	4.05%
23 - 24.0 Minutes	2	2.70%
24 - 25.0 Minutes	1	1.35%
25 - 26.0 Minutes	1	1.35%
36 - 37.0 Minutes	1	1.35%
38 - 39.0 Minutes	1	1.35%
42 - 43.0 Minutes	1	1.35%
	Total: 74	Total: 100.00%

Description

This Report Doesn't Include Times Greater Than 90 Minutes



Leadville Lake County Animal Shelter July 2023 Department Report

Quick Stats

Intakes

- 3 Surrenders
- 1 Adoption Return
- 8 City Impounds
- 9 County Impounds
- 6 Repeat Offenders
- 3 Unclaimed Strays
- 8 Holds
- 4 Transfers In

Outcomes

- 11 Adoptions
- 9 RTOs
- 6 Transfers Out
- 1 Euthanasia

Needs

- 9 Licenses
- 8 Rabies Vaccines

To Date (8/10) **159** animals have come through our doors

Events

- August
 - Check Your Chip Event
 - FREE come to the shelter to get your pets chips scanned
 - TBD chip implantations
- September
 - 2nd 1:00 - 4:00 pm Yard Sale



DEPUTY CITY CLERK

July 2023 – LICENCES REPORT

BUSINESS

- One new business license

LIQUOR

- No new updates
- Vendors can call 303-205-2300 to verify the application is in process if they are unsure about selling to a licensee while their renewal is being processed.

MARIJUANA

- Floyd's has applied to renew their Retail Dispensary License
- Sun Theory owners have provided their fingerprints and we will be moving forward with the process to issue them a Retail Dispensary License

SHORT TERM RENTAL

- 4 out of 5 homeowners with more than 1 license have responded, adding an additional 2 licenses to the cap.
- 13 people from the waitlist have been invited to apply for a short-term rental license

Permit on Internet list	Permit # Retired	Permit Incomplete	Fees/Valuation increased or Decreased
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City Building Permits

2023

CO / COC	Expiration Date	Account Number	Type of Construction	Submitted Date	Permit Number	Permit Holder Applicant/Owner	Physical Address	Value	County Fee	Payment Type	Receipt Number	CCC Inv #
		R005618	Drywall	1/30/2023	BP2023-01W	All about remodeling/Shipman	715 Elm St.	\$3,000.00	\$186.00	cc	13110972	
						January Totals		\$3,000.00	\$186.00			
		R006674		3/20/2023	BP2023-02W	CO Container Homes	930 Hemlock St	\$193,200.00	\$1,679.00		32913139	
		R006939		3/8/2023	BP2023-03W	Costello West LLC	109 Brooklyn Circle	\$211,190.00	\$2,979.00		31612883	
		R006940		3/8/2023	BP2023-04W	Costello West LLC	113 Brooklyn Circle	\$224,460.00	\$3,132.00		31612883	
		R005940		3/30/2023	BP2023-05W	Mtz Altitude Const/Sustos	301 E. 8th	\$9,670.00	\$253.00		40613327	
						March Totals		\$638,520.00	\$8,043.00			
		R006400		4/4/2023	BP2023-06W	Blackwell/Blackwell	428 E 7th St	\$338,490.00	\$4,449.00		40613327	
						April Totals		\$338,490.00	\$4,449.00			
		R006941	Duplex	5/24/2023	BP2023-08W	Costello West LLC	117 Brooklyn Circle	\$223,680.00	\$1,893.00	3047	52414907	
		R006942	Duplex	5/24/2023	BP2023-09W	Costello West LLC	121 Brooklyn Circle	\$223,680.00	\$1,893.00	106	52414907	
		R006943	Duplex	5/24/2023	BP2023-10W	Costello West LLC	125 Brooklyn Circle	\$220,540.00	\$1,871.00	105	52414907	
		R007110	Basement conversion to ADU	5/9/2023	BP2023-11W	Torre Form/Noe Torre	701 Clarendon	\$225,100.00	\$3,139.00	1098	51614764	
						May Totals		\$893,000.00	\$8,796.00			
		R006252	Foundation Repair	6/12/2023	BP2023-12W	Aspen Foundations/Nab	200 West 6th St	\$90,000.00	\$1,546.00		61215496	
		R005840	Remodel/Repair	6/12/2023	BP2023-13W	KW/Askins	228 E 7th St	\$32,400.00	\$666.00		61215502	
		R005605	Mod Set w/ 2 floors unfinished space	6/16/2023	BP2023-07W	Torre Form/Gonzales	724 Elm	\$469,010.00	\$3,610.00	1093	62215801	
						June Totals		\$591,410.00	\$5,822.00			
						July Totals		\$0.00	\$0.00			



MEMO

TO: Mayor Labbe and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: August 15, 2023

SUBJECT: Planning Dept. Monthly Report

Mayor Labbe and City Council,

The Planning Dept. will briefly review the updates below at Tuesday's meeting.

Pre-application:

- **New:** Deehive Building Rehabilitation; 506 Harrison Ave. Certificate of Appropriateness (COA) held 7/27

New applications:

- None.

Pending applications:

- **New:** Ross Residence; 304 W. 7th St. Certificate of Appropriateness (COA), public hearing at HPC held 8/8
- Circle K Conditional Use Permit (CUP) application for EV Charging Stations; 108 Harrison Ave. (currently unlisted land use). The public hearing date for this CUP has not been determined. Staff is awaiting revisions from the design team, completion of the applicant's public notice responsibilities, and comments from CDOT to be addressed. **No update.**
- Railyard Planned Unit Development (PUD), Phase 1 4-Plex: An application for a 4-plex has been received by staff but is on hold until the applicant provides required documentation. **No update.**
- Community Justice Center CUP, Minor Plat, and Site Plan. Awaiting resubmittal, final public hearing continued at Planning and Zoning Commission (P&Z) on 4/12 to 8/23. Staff has suggested the Monroe St. right-of-way legal issue be further evaluated prior to resubmittal for the final hearing. **No update.**

Processed applications:

- **New:** Engelbach Change of Use to Duplex; 610 Front St. Conditional Use Permit (CUP)
- **New:** Building Permit application for new single-family residence at 611 E. 12th St.
- **New:** Building Permit application modification for new 3-unit townhome building at 1400, 1402, 1404 Silver Vault St.

Construction:

- Railyard Phase 1
 - Subdivision Improvement Agreement (SIA):
 - **Update:** SIA Amendment was fully executed and recorded with Lake County Clerk and Recorder's Office on 7/26 at Reception No. 387458.
 - No public improvements in the Railyard have been formally accepted by the City of Leadville. The City's consulting civil engineer, RG & Associates, resumed inspections of the constructed public improvements on 6/6 and provided an as-built construction report on 7/2 identifying issues with constructed items, primarily focused on storm-sewer infrastructure. **Update:**
 - 8/1: record rain event and flash flooding
 - 8/3: Planning Director met with the Lake County Public Works Dept. to discuss division of responsibility for storm water management in the area of the Railyard, Highway 24., and N. Poplar St., specifically regarding an overflowing manhole in N. Poplar St.
 - 8/8: Planning Director met with the civil engineer at RG & Associates to determine division of responsibility, Railyard storm-sewer deficiencies, and enforcement mechanisms.
 - 8/9: Planning Director re-identifies Railyard storm sewer deficiencies and correction requirements to HCD.
 - At the time of this report, staff is preparing further communication to county officials regarding division of responsibility and to HCD regarding enforcement.
 - Sanitation District: The Leadville Sanitation District has informed the developer that the District will not be approving any further Building Permits or Certificates of Occupancy until the developer meets certain requirements of the District, including submitting inspection reports. **No update.**
- Railyard Phase 2:
 - Rock crushing: On 6/2, staff emailed Colorado Dept. of Public Health and Environment (CDPHE) and Colorado Division of Reclamation Mining and Safety (DRMS) regarding rock crushing at the Railyard development. Staff communicated that over the previous few days, the property owner began rock crushing operations on the vacant "Phase 2" portion of the development. Staff communicated that rock is being crushed from material that had been extracted and screened from the site in order to produce construction material for the development. Staff asked if there were State permitting, soils management, or dust mitigation requirements that this developer must be adhering to for this activity in Phase 2 (such as their Material Management Plan and Dust Control Plan). Staff called the developer's excavator on 6/2 and informed the excavator that the dust from the crushing operation was considerable and directed the excavator to immediately begin watering the material to prevent the dust, which the excavator agreed to do that morning. DRMS responded to the city via phone call on 6/2 and completed an inspection on 6/6. CDPHE also completed an inspection on 6/6 and responded to the city via email on 6/8. At the time of this memo, staff is awaiting direction from the state regarding any action the city should take. The Planning Director received a response from CDPHE on 7/5 stating that CDPHE's Air Pollution Control Division (APCD) was notified about these activities and was investigating fugitive dust claims. **Update:** Staff emailed the APCD on 7/18 and received a response on 7/19 stating *"no issues of noncompliance were identified during the inspection ... Since the particulate emissions were in compliance with state's 20% opacity standard, the emissions were also presumed to be de minimus and no Air Pollution Emission Notice or Air Permit were required by the APCD."*
 - Only the Phase 1 Planned Unit Development (PUD) has been approved by Council, but not amended per conditions of approval and recorded as required. The subdivision (plat) of the individual lots and tracts for developments has also not been approved by the city, nor has an SIA been executed or escrow funds

received. The developer is proposing to reduce the street right-of-way widths by 10 ft. in order to accommodate a 10 ft. utility easement required by Xcel. Staff has referred the proposed plans to the various referral agencies for preliminary comments. High Country Developers (HCD) is proposing to only use natural gas, solar energy, and battery backup for Phase 2, without grid electric supply. **Update:** HCD began installing storm sewer lines and a main gas line on the Phase 2 property mid-July. On 7/19, Xcel Energy required HCD to cease install until Phase 2 has been fully approved by the City. On 7/21, the Planning Director notified and instructed HCD to cease construction of all Phase 2 subdivision infrastructure prior to approval and recording of the required documents, including the PUD and plat.

- Railyard Phase 3:
 - Railyard Phase 3 PUD: Pre-application meeting held with Fading West representatives on 1/5 to discuss Phase 3 street connections. Expecting PUD application in a few months. **No update.**

Code amendments:

- Title 17 – Zoning: Housing Variety Code Amendments: **Update:** Joint Work Session with P&Z and City Council confirmed for Tuesday 8/22.

Other:

- On 8/10/2023 the HPC received a \$5,000 grant from National Trust for Historic Preservation for the ongoing district survey project. In 2023, the HPC has received the following grants:
 - History Colorado Certified Local Government grant - \$25,000
 - Lake County Community Fund grant - \$3,000
 - Visit Leadville-Twin Lakes grant - \$1,500
 - National Trust Preservation Fund grant - \$5,000
 - Total: \$34,500.00

LEADVILLE LAKE COUNTY REGIONAL HOUSING AUTHORITY

MONTHLY REPORT August 2023

EXECUTIVE SUMMARY | Lake County and the City of Leadville worked on creating incentives, zoning code updates and the creation of the Leadville Lake County Regional Housing Authority for the development of affordable housing units in Leadville. The City and County created the Regional Housing Authority to tackle the following tasks:

- Create a county wide Board to focus on affordable housing efforts.
- Develop public controlled land assets and land banking.
- Offer essential housing programs for the community.
- Allow additional revenue funding streams beyond 2A.
- Dedicated development committee for public projects
- Work with special districts on needed infrastructure extensions for publicly controlled property for housing and fees
- Administer Community Housing Guidelines and future housing lotteries for community housing projects and could be extended to other entities.

These planning efforts were funded through a Colorado Division of Local Affairs (DOLA) Innovative Housing Planning Grant. The completion of the Planning Grant and creation of a Regional Housing Authority allowed the County and City to apply for a \$1.4 million DOLA Incentive Grant to install needed water and sewer infrastructure to two infill sites in Leadville for the development of new affordable housing units in the next three years. This money must be spent prior to April 30, 2025.

ONGOING PROJECTS |

Infill Sites:

Currently the LLCRHA is pursuing the development of the school district parcel and hospital owned property.

DOLA Grants:

- 1.) The Incentives DOLA grant will contribute \$1,184,276 of the infrastructure costs to make the Phase 1 sites ready for vertical construction. A new budget for these sites that include tap fees is outlined below. The matching component will be higher than the original grant application, as tap fees have been included in the budget. The requested dollars from DOLA will remain \$1,184,276. The updated City and County match will be \$678,304. Initially the City approved \$100,000 towards the match. The County has contributed 200,000. We will need an additional \$378,304 towards the new estimated costs.
- 2.) Based on the initial Incentives Grant application, DOLA has awarded the County with a supplemental award to go towards purchasing a 5-unit apartment house. The intent is to preserve affordable housing in our community. The County also pledged their

remaining ARPA funds \$772,074 to be divided between LLCRHA and DHS to address new housing new housing, conserve existing housing stock, as well as enhance existing homelessness services at DHS. The County is leveraging these Federal and State funds to make this purchase.

- 3.) The LLCRHA applied for and received an administrative grant of \$45,000 to update the 2018 Needs Assessment. This grant will require a 50% match. The \$22,500 match could be split between the City and the County.
- 4.) The LLCRHA opted into Prop 123 on behalf of the City and the County on August 3, 2023.
- 5.) The LLCRHA was awarded the Tool Kit grant through HB-1271 for technical assistance. LLCRHA representatives met with the program provider, Enterprise Community Partners, to discuss possible ways for consultants to help guide the LLCRHA in moving the project forward. Staff requested assistance with preparation of RFQs, RFPs and LLCRHA board training.

NEW PROJECTS |

LLCRHA staff has provided assistance in the purchase of the apartment house and will continue to assist the County throughout the purchase process. It is has not been determined if the LLCRHA will manage the apartment house once acquired. This could be a funding opportunity for the LLCRHA.

TRAINING, LEARNING + DEVELOPMENT |

Board and Director training, staff continuing education

PROJECTS |

Phase1:

Development Subcommittee consists of Anne Schneider, Director of Community Planning and Development for the County; Chapin LaChance, Director of Community Planning and Development for the City, and Dan Northcraft, owner of Northcraft Builders

The LLCRHA Development Sub-committee will be preparing RFQ's:

- Surveying Harrison Ball Field and the 2 other sites (school district and hospital properties)
- Engineering infrastructure for school district sewer line
- Harrison Ball Field or Climax Property Master Plan
 - Engineering
 - Planning
- Developer Selection for vertical build of 20 unit project

Build 20 community housing units.

- School District Property (Lots 1-16, Block 21 Stevens & Leiter Subdivision)
 - Shape Architecture proposed building 16 units, 4 Quad Plexes or 8 Duplexes
- Hospital Property (Lots 1-16 and 25-32, Block 39 Stevens & Leiter Subdivision)
 - The conceptual plan is to build 4 units, 2 duplexes on Lots 25-32 (facing 6th Street)
 - Strategic planning of Harrison Ball Fields, county owned property. In preparation for next potential project opportunity
 - Master Plan with engineering, planning and site analysis
 - Engage partners and community
 - Community outreach

Phase 2:

Explore building more affordable housing units

REQUEST |

- Consideration of additional funding for the LLCRHA for additional staff and grant match and project support \$300,000.
- Update the Executive Director IGA to allow for merit based and cost of living wage increases.
- Your representatives seated on the LLCRHA will be working on the Community Guidelines, please provide them with your input.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF LEADVILLE AND THE COUNTY OF LAKE
FOR HOUSING DIRECTOR SERVICES**

1. PARTIES

This Intergovernmental Agreement (“IGA”) is entered into by and between the CITY OF LEADVILLE, COLORADO, a municipal corporation of the State of Colorado with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (“City”), and LAKE COUNTY, COLORADO, a political subdivision of the State of Colorado with offices at 505 Harrison Avenue, Leadville, Colorado 80461 (the “County”). The City and County may be referred to herein individually as “Party” or collectively as “Parties.”

The City and the County agree to the terms and conditions of this IGA as follows:

2. TERM AND TERMINATION

A. Effective Date.

This IGA shall not be valid or enforceable until the Effective Date. The Parties shall not be bound by any provision of this IGA before the Effective Date.

B. Initial Term.

The Parties’ respective performances under this IGA shall commence on **January 1, 2022** (“Effective Date”) and shall be in effect until **December 31, 2022** (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this IGA.

C. Extension Terms and Termination.

This IGA shall automatically renew for successive one-year terms beginning on January 1st following the end of the Initial Term (each such period an “Extension Term”), unless otherwise agreed in a writing signed by the Parties. Either Party may terminate this IGA for any or no reason by providing the other Party with at least sixty (60) days’ advance written notice of such termination and providing the date on which the IGA will terminate.

3. GOALS OF IGA

- A. As Colorado governmental entities, the Parties are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government.
- B. The Parties desire to collaborate to establish the position of a housing director for Leadville and Lake County, who will take a regional approach to addressing the housing shortage issues facing the City and the County.

4. OBLIGATIONS OF THE PARTIES

A. **Qualifications.**

The County shall provide a County employee with appropriate qualifications to fulfill the Scope of Work (the “Services”) described within this IGA (the “County Employee”).

B. No Personnel Responsibilities.

The City shall have no personnel responsibilities for the County Employee and the County shall remain responsible for all personnel decisions and actions including, but not limited to hiring, firing and performance evaluations. This IGA shall not be interpreted as the either Party dictating, controlling, or directing the other Party's performance or the time of performance, but shall be interpreted as each Party's offer and the other Party's acceptance of terms and conditions for performance. Neither Party's business operations shall be combined with the other Party's by virtue of this IGA. Any provisions in this Agreement that appear to grant either Party the right to direct or control the other Party shall be construed as each Party cooperating with the other to effectively provide the Services contemplated under this IGA.

C. Employee Benefits Claims.

To the maximum extent permitted by law, the County waives all claims against the City for any Employee Benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance.

D. Quarterly Meetings.

The Parties shall meet quarterly to evaluate performance of the County under this IGA and the status of this IGA.

The City may create a committee that establishes and updates the City's community housing needs and goals and assesses the effectiveness of the County Employee's Services in accomplishing the City's housing needs and goals. The City, or any such committee created by the City or duly designated representative thereof, shall collaborate with the County Employee at the quarterly meetings established in this Agreement when needed to reasonably adjust the Services provided by the County Employee as necessary to effectively address the goals and needs of the City related to affordable and community housing. Such adjustments to the Services shall not require modification to this Agreement; however, if a change to the Services requires an increase to the IGA Funds paid to the County by the City under this Agreement, such modification must be approved through a formal written amendment to this Agreement signed by the Parties.

E. Payment of Salary.

The County shall be responsible for the rate and method of payment of salary and benefits to the County Employee; withholding and payment of any state, federal income tax, social security and any other employment taxes; provision of insurance and worker's compensation coverage and any benefits paid or provided to County Employee.

F. Supervision.

The County Employee shall provide all Services with no daily supervision by the City. Inability or failure of the County Employee to perform without such supervision which results in the City's need to allocate resources in time or expense for daily supervision shall require corrective action by the Parties to remedy the failure, including possible termination of the IGA, as provided by this IGA. The County Employee shall be under the day-to-day supervision of the County Manager.

G. Employee Records.

Each Party will be solely responsible for maintaining records regarding work performed by employees for that Party and other records required pursuant to the Fair Labor Standards Act of 1938, as amended, at 29 U.S.C. 201, *et seq.*

5. PAYMENTS TO COUNTY

A. Payment Amount.

In consideration for the Services rendered by the County Employee, the City shall pay the County an amount as follows each year that this Agreement is in effect (the "IGA Funds"):

1. Sufficient Accommodations Tax Revenues. If the City collects sufficient revenue through its voter-approved accommodations tax, the City agrees to pay the County the IGA Funds in an amount that shall not exceed two-thirds of the total compensation amount paid to the County Employee by the County, which amount shall not exceed \$70,000.00 in the initial year.
2. Insufficient Accommodations Tax Revenues. If the City does not collect sufficient revenue through its voter-approved accommodations tax, then the City agrees to pay the County the IGA Funds in an amount that shall not exceed half of the total compensation paid to the County Employee by the County, which amount shall not exceed \$52,500.00 in the initial year.
3. Notification. The City shall notify the County regarding whether sufficient accommodations tax revenues are available for use under this IGA at least thirty (30) days prior to date of the second payment, as set forth below, in the initial term and any renewal term of this IGA.
4. Payment Dates. The City shall pay the IGA Funds to the County in up to two payments during each year this IGA is effective. The City shall pay the first payment in an amount not to exceed \$52,500.00 by January 31st and, if sufficient funds are available from the City's accommodations tax revenues, the City shall pay the County a second payment in an amount not to exceed \$17,500.00 by July 31st during the Initial Term and each Extension Term of the IGA. Notwithstanding the foregoing, if the County does not hire the County Employee by the Effective Date of this Agreement, then the City's first payment to the County during the Initial Term shall not be due until within thirty (30) days of the date on which the County hires the County Employee. The County will notify the City in writing of such date of hire.
5. Increases in IGA Funds. Any increase in the amount of IGA Funds paid to the County by the City in any Extension Term(s) shall be agreed to by the Parties through a formal written amendment to this Agreement signed by the Parties.

B. Available Funds – Contingency – Termination.

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

6. INSURANCE

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

7. TERMINATION

Either Party may terminate this IGA without the need for cause and without any liability upon not less than sixty (60) days' advance written notice to the other Party ("Termination Notice"). Such notice shall include the date of termination of the IGA ("Termination Date"). Unless otherwise provided in the Termination Notice, the County shall provide no further Services in connection with the IGA following the Termination Date.

Should either Party terminate the IGA prior to the end of the Initial Term or any Extension Term, the County shall be paid for Services rendered through the Termination Date. The County shall prepare a final accounting and final invoice of all outstanding and unpaid Services performed prior to the Termination Date and deliver such accounting and invoice to the City within thirty (30) days of the Termination Date. The City shall pay any outstanding amounts owed to the County within thirty (30) days of the date of the final accounting and invoice. If the City has paid more than the amount owed for Services rendered through the Termination Date, the County shall refund the amount of overpayment to the City within thirty (30) days of the final accounting and invoice.

8. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to serve as its principal representative in a writing provided to the other Party. All notices required or permitted to be given under this IGA shall be in writing and shall be delivered as an email with read receipt requested to the principal representative at the email address provided by the applicable Party. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this IGA.

The City's principal representative shall be the Mayor or his or her designee. The County's principal representative shall be designated by the Board of County Commissioners and such designee shall be communicated to the City in writing.

9. GENERAL PROVISIONS

A. Assignment.

City's rights and obligations under this IGA are personal and may not be transferred or assigned without the prior, written consent of the County. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of City's rights and obligations approved by the County shall be subject to the provisions of this IGA

B. Binding Effect.

All provisions of this IGA, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

C. Authority.

Each Party represents and warrants to the other that the execution and delivery of this IGA and the performance of such Party's obligations have been duly authorized.

D. Captions and References.

The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this IGA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

E. Counterparts.

This IGA may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

F. Entire Understanding.

This IGA represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this IGA. Prior or contemporaneous additions, deletions, or other changes to this IGA shall not have any force or effect whatsoever, unless embodied herein.

G. Modification.

Except as otherwise provided in this IGA, any modification to this IGA shall only be effective if agreed to in a formal written amendment to this IGA signed by the Parties.

H. Severability.

The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this IGA in accordance with the intent of this IGA.

I. Survival.

Any provision of this IGA that imposes an obligation on a Party after termination or expiration of the IGA shall survive the termination or expiration of this IGA and shall be enforceable by the other Party.

J. Third-Party Beneficiaries.

Except for the Parties' respective successors and assigns described herein, this IGA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this IGA and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this IGA are incidental to this IGA, and do not create any rights for such third parties.

K. Waiver.

A Party's failure or delay in exercising any right, power, or privilege under this IGA, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any

single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. CORA Disclosure.

It is understood that the Parties are subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. (“CORA”). The Parties shall provide upon request by any third party all information pertaining to this IGA which must be disclosed pursuant to CORA, and the Parties’ obligations under CORA supersede all other obligations.

M. Standard and Manner of Performance.

The Services performed by the County Employee shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other similar counties in performing the same or equivalent type of work in the applicable community.

N. Licenses, Permits, and Other Authorizations.

County shall secure, prior to the Effective Date, and maintain at all times during the term of this IGA, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this IGA.

O. Governmental Immunity.

The Parties and their respective officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Parties and their respective officials, officers or employees.

P. Independent Contractor.

County shall perform its duties hereunder as an independent contractor of the City and not as an employee. Neither County nor the County Employee, any agent or employee of County shall be deemed to be an agent or employee of the City. County shall not have authorization, express or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. The following disclosure is provided in accordance with Colorado law:

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

Q. Compliance with Law.

The Parties shall comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

R. Personal Identifying Information.

In the event the Services include or require disclosure to either Party any personal identifying information, as defined in C.R.S. § 24-73-101, to the other Party, the Parties shall comply with the applicable requirements of C.R.S. §§ 24-73-101 *et seq.*

S. Force Majeure.

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

T. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Lake County.

[signature pages follow]

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided above.

THE CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

Date of execution: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

City Attorney

STATE OF COLORADO)

) ss.

COUNTY OF LAKE)

The foregoing Intergovernmental Agreement was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by Greg Labbe as Mayor of the City of Leadville, Colorado, a municipal corporation of the State of Colorado.

My commission expires: _____

(S E A L)

Notary Public

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

THE COUNTY OF LAKE, COLORADO:

By: _____

Printed Name: _____

Its: _____

Date of execution: _____

ATTEST:

Clerk

APPROVED AS TO FORM (*excluding exhibits*):

County Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing Intergovernmental Agreement was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as _____ of the County of Lake, Colorado, a political subdivision of the State of Colorado.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF WORK

The County Employee shall be responsible for addressing housing shortage issues in Leadville and Lake County, taking a regional approach to addressing such issues. As a part of these Services, the County Employee shall perform the following non-exhaustive list of duties for the City:

- Implement the recommendations included in the Housing Action Plan (HAP), which was created in 2019 for the Housing Coalition;
- Develop and implement policies that sustain the development of community housing;
- Assist in the creation, as requested, and implementation of community housing guidelines;
- Support the evolution of the Leadville Housing Authority into a regional housing authority;
- Consult with Housing Coalition members when appropriate to access the Coalition's relationships and networks to accomplish community housing goals;
- Collaborate with City stakeholders (City Council, Planning and Zoning Commission, and others as needed or as requested by the City or County) to identify and take action to meet City housing needs;
- Collaborate with surrounding communities to develop an understanding of housing policies of neighboring jurisdictions;
- Participate in regional discussions regarding housing;
- Work with regional, state, and federal housing resources, such as the Colorado Housing and Finance Authority, Colorado Department of Local Affairs, Colorado Department of Human Services, U.S. Department of Agriculture, Federal Home Loan Bank, and the U.S. Department of Housing and Urban Development;
- Work with the City to budget funds appropriately related to its community housing goals;
- Provide oversight of housing staff, contractors and volunteers, if requested by the City;
- Serve as the expert on housing information for the City and develop or assist in developing the following resources:
 - Catalog of existing and proposed housing projects by market (location, type, % AMI served, deed/rent restrictions, etc.), land availability, and land parcel locations using GIS mapping;
 - Database of and relationships with public and private sources of funding or other assistance;
 - Compilation of information on successful housing project examples that may be of interest to implement locally; and
 - Inventory of potential no/low cost real estate available for qualified projects;

- Advocate for affordable housing efforts within the City by, for example, doing the following:
 - Conduct community outreach at the request of the City to develop an understanding of affordable housing issues in the community;
 - Contact businesses and private and public sector agencies to coordinate and assist in meeting community housing needs;
 - Advocate for or advise the City on providing input at the state and federal level regarding proposed legislation supporting affordable housing;
 - Initiate an outreach program with builders/developers to make them aware of local, state, and national incentives for including affordable housing within their development plans;
 - Engage with City stakeholders to identify potential and existing incentives and assistance for, and options to streamline affordable housing within higher density areas of the City;
 - Assist the City with analyzing and adapting current land use and building codes to better support efforts (may include updates to the Comprehensive Plan);
 - Assist the City in supporting current owners, property managers, and landlords of affordable housing to ensure their properties are safe, secure and well-maintained for tenants.
- Coordinate affordable housing activities and actions between the City and County to ensure efforts are complementary, eliminate duplication and redundancy, and prevent competitive applications for resources;
- Act as a liaison between local agencies and developers or landholders to facilitate partnerships and assist in the development process if such assistance is requested by the land owner or developer;
- Identify development opportunities or vacant land that can be used for affordable housing by the City (alone or in collaboration with other local governments or agencies);
- Identify financing or funding opportunities to bring resources to the City that can be used in partnership with local governments and developers;
- Advise and assist in the City's affordable and community housing efforts by:
 - Advising developers on options for achieving City objectives within the for-profit private sector model and the non-profit public sector model;
 - Advise the City and the entities the City partners with when collaborating with developers;
 - Assist in identifying funding sources, grant writing, grant compliance, etc.;
 - Pair developers with identified partners to enhance/accelerate problem-solving for creation of affordable and community housing; and
 - Recruit experienced developers, builders, and operators of supportive housing.



AGENDA ITEM #10A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 15, 2023

SUBJECT: A Resolution Approving an Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 17, Series of 2023 a Resolution Approving an Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023.

II. BACKGROUND INFORMATION:

November 7, 2023 is a designated coordinated election date under state law. The City of Leadville ("City") intends to participate in the November 7, 2023 election. Pursuant to Section 1-7-116(5), Colorado Revised Statutes ("C.R.S."), the City previously notified the Lake County Clerk and Recorder in writing of its intent to participate in the November 7, 2023 election.

Pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the

boundary overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions. Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy days prior to the election. The City Council of the City of Leadville wishes to enter into such an agreement with the Lake County Government by and through the County Clerk and Recorder for Lake County, Colorado (the "County Clerk") regarding the conduct of a coordinated election on November 7, 2023.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is the expenditure of the City's share of the actual costs of the coordinated election to be paid to the Lake County Government/Lake County Clerk and Recorder pursuant to the Agreement.

IV. LEGAL ISSUES:

City Attorney Evin King and County Attorney Chris Floyd have reviewed the Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023 ("Agreement") and have provided their comments and edits which are incorporated into the Agreement.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 17, Series of 2023 a Resolution Approving an Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023."

IX. ATTACHMENTS:

1. Resolution No. 17, Series of 2023 a Resolution Approving an Intergovernmental Agreement by

and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023.

2. Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to be Held November 7, 2023.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 17
SERIES 2023**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY
GOVERNMENT FOR THE CONDUCT AND ADMINISTRATION OF THE 2023
COORDINATED ELECTION TO BE HELD NOVEMBER 7, 2023**

WHEREAS, November 7, 2023 is a designated coordinated election date under state law; and

WHEREAS, the City of Leadville (“City”) intends to participate in the November 7, 2023 election; and

WHEREAS, pursuant to Section 1-7-116(5), Colorado Revised Statutes (“C.R.S.”), the City previously notified the Lake County Clerk and Recorder in writing of its intent to participate in the November 7, 2023 election; and

WHEREAS, pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy days prior to the election; and

WHEREAS, the City Council of the City of Leadville wishes to enter into such an agreement with the Lake County Government by and through the County Clerk and Recorder for Lake County, Colorado (the “County Clerk”) regarding the conduct of a coordinated election on November 7, 2023.

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

Section 1. The Leadville City Council hereby:

- (1) Approves the Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to Be Held November 7, 2023 (“Agreement”) in substantially the same form as attached as **Exhibit 1**;

- (2) Authorizes the City Clerk and any other City staff, as needed, to take the actions necessary to coordinate the 2023 election;
- (3) Ratifies the Mayor's prior designation of the Deputy City Clerk as the City's Election Official for the City for the 2023 coordinated election;
- (4) Specifically approves the expenditure of the City's share of the actual costs of the coordinated election to be paid to the Lake County Government/Lake County Clerk and Recorder pursuant to the Agreement; and
- (5) Authorizes the City Administrator to execute and the Deputy City Clerk to attest the Agreement on behalf of the City.

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

CITY OF LEADVILLE, COLORADO:

By: _____
Laurie Simonson, City Administrator

ATTEST:

Deputy City Clerk

ADOPTED by a vote of ___ in favor and ___ against, and ___ abstaining, this ___ day of August, 2023.

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEADVILLE AND LAKE COUNTY GOVERNMENT FOR THE CONDUCT AND
ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO BE HELD
NOVEMBER 7, 2023**

[See attached agreement]

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEADVILLE AND LAKE COUNTY GOVERNMENT FOR THE CONDUCT AND
ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO BE HELD
NOVEMBER 7, 2023**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between the City of Leadville (the “Jurisdiction”) and Lake County Government by and through the County Clerk and Recorder for Lake County, Colorado (the “County Clerk”), together “the Parties.”

1. RECITALS AND PURPOSE

1.1 As provided by law, the County Clerk shall conduct an election on behalf of the Jurisdiction, whose election is part of the coordinated election;

1.2 The Jurisdiction is a political subdivision that is authorized to hold an election as provided by law;

1.3 The election to be held on November 7, 2023 (the “Election”) shall be conducted pursuant to the Uniform Election Code of 1992 § 1-13.5-101, C.R.S., *et seq.* (“the Code”) and the Rules and Regulations of the Colorado Secretary of State 8 CCR 1505-1, *et seq.* “Rules Concerning Elections” (“the Rules”) as a “mail ballot election” as defined under § 1-7.5-102, C.R.S.;

1.4 Pursuant to § 1-7-116(2), C.R.S., the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election;

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and non-resident property owners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County, the Jurisdiction and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which are acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 ***Chief Designated Election Official.*** The County Clerk shall act as the Chief Designated Election Official, hereafter “County Clerk,” in accordance with § 1-1-110, C.R.S. and will be responsible for the administration of the Election as detailed in statutes, the Code, and the Rules.

2.2 **Designated Election Official.** Lake County Clerk and Recorder Tracey Lauritzen will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Deputy City Clerk Hannah Scheer as its “Designated Election Official” (DEO) who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct or in the holding of the Election as required by law.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 30, 2023.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 3.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the County Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 8, 2023 certification of the ballot, without the approval or direction of the County Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the County Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements for return to the County Clerk.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the County Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction’s DEO shall have **no more than four (4) hours** from the time the County Clerk sends the final ballot proofs to perform the final review and proofread. The County Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each registered elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 16, 2023 and October 20, 2023. In cooperation and coordination with the County Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots. Ballots will be available at the County Clerk's office or the office designated in the Mail Ballot Plan no sooner than twenty-two (22) days to the election [Section [1-75.-107(3)(a), C.R.S.].

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 30, 2023 through Election Day. The County Clerk will hire and train staff and judges to operate Voter Service and Polling Centers according to § 1-7.5-107(4.5)(a)(I), C.R.S.

3.5 **Additional ballots.** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular, Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), and provisional ballots to registered electors in the manner and method required by the Code. All requests for absentee ballots shall be transmitted to and processed by the County Clerk at 505 Harrison Avenue, P. O. Box 917, Leadville, Colorado 80461. All completed forms must be returned to the County Clerk.

3.6 **Mail ballots.** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 **Ballot security.** The County Clerk will track ballot inventory and provide security for all ballots as required by the Code.

3.8 **Election Judges.** The County Clerk will appoint, train, provide written and/or online materials to and pay a sufficient number of qualified election judges to receive and process voted ballots.

3.9 **Election Notices.** The County Clerk shall publish all Election notices required by the Code. The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice, the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.

3.10 **TABOR Notice.** If applicable, the County Clerk, through a vendor, will distribute to all Lake County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in Section 5 below. The County Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to the TABOR Notice.

3.11 **Testing.** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code. The Jurisdiction shall provide a representative to witness and initial the results of the three runs of the test deck.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Jurisdiction shall designate one representative to observe the

counting of the ballots. An unofficial abstract of votes will be provided to the Jurisdiction upon completion of the counting of all ballots. The County Clerk will release initial election returns after 7:00 p.m. on the date of the Election. The unofficial results will be published to the State's Election Night Reporting site throughout election night. The County Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on November 17, 2023.

3.13 ***Certification of results.*** Jurisdictions will be issued a certified statement of results by November 30, 2023.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Authorization to Hold Election.*** The Jurisdiction must provide the County Clerk along with a signed copy of this IGA a certified copy of the ordinance or resolution stating that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this IGA. The ordinance or resolution must authorize the presiding officer of the Jurisdiction or other designated person to execute this IGA.

4.2 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between November 1, 2019 and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.3 ***Ballot content and layout.*** No later than September 8, 2023, the DEO shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the County Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot measure(s) the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in § 1-5-412, C.R.S. at the Jurisdiction's expense. The County Clerk assigns the ballot measure(s) number(s).

4.4 ***Audio for visually impaired.*** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of the candidate's name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.5 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot measure(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by noon on September 22, 2023. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the TABOR Notice.

4.6 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice **within four (4) hours** of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.7 ***Testing.*** The Jurisdiction may be asked to provide a person to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 2, 2023.

4.8 ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot measure(s), the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk must be in writing. If by email with email confirmation of receipt from the County Clerk or her designee. The Jurisdiction shall provide proof to the County Clerk of the Jurisdiction's formal action canceling the election or withdrawing a ballot measure(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication in a newspaper(s) of general circulation within the Jurisdiction of such cancellation of the election or withdrawal of ballot measure(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot measure(s) in the office of the County Clerk, and the DEO shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in § 1-5-208, C.R.S.

4.9 ***Canvass.*** The County Clerk shall appoint a canvass board, as contemplated by the Election Code, and conduct a canvass of the votes in order to certify the results of the City's election. Such canvass will be completed no later than twenty-two (22) days after the Coordinated Election (November 29, 2023 [1-10-102(1) C.R.S.] as required by law, and official results of the canvass will be provided to all political subdivisions participating in the election. The County Clerk shall provide the City with a copy of all election statements and certificates which are to be created under the Election Code.

4.10 PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

4.10.1 ***Boundaries of Jurisdiction.*** Jurisdiction shall obtain, then certify to the County Clerk by September 12, 2023 at noon all addresses in the County Clerk's address library for the Jurisdiction. Any changes to the County Clerk's address library after this date will increase costs.

4.10.2 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the DEO must submit a list of such non-resident property owners who may be entitled to vote in the Jurisdiction's election to the County Clerk no later than September 20, 2023. All such property owner lists must be in Microsoft Excel or CSV (Comma-separated values) file. The County Clerk will send a Non-Resident Property Owner Letter to those on the list that includes a self-affirmation to

establish eligibility. The County Clerk will send mail ballots to the non-resident property owners who return to the County Clerk the signed affirmation establishing their eligibility.

5. PAYMENT

5.1 **Intent.** This section addresses the reasonable sharing of the actual cost of the Election among the County and the jurisdictions participating in the Election.

5.2 **Responsibility for costs.** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to, overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

5.3 **Invoice.** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the County Clerk's costs and expenses in administering the Election within thirty (30) days of receiving an invoice from the County Clerk. If the invoice is not timely paid by the Jurisdiction, the County Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

5.4 **Cost Allocation.** The County Clerk shall keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the Coordinated Election. The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the General election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice. If the Jurisdiction is placing a ballot measure that requires additional costs specific to that Jurisdiction's ballot measure, the Jurisdiction will be also be billed for that portion of the costs in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the County Clerk agrees to a longer period of time.

5.5 **Disputes.** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice. If the Parties cannot reach a resolution and in the event of litigation, jurisdiction and venue shall be in Lake County District or Lake County Court, depending on the amount.

6. MISCELLANEOUS

6.1 **Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party(ies) or address(es) as may hereafter be designated in writing.

To County Clerk:
Tracey Lauritzen
505 Harrison Ave

To DEO:
Hannah Scheer
Deputy City Clerk

P.O. Box 917
Leadville, CO 80461
Fax:
E-mail: TLauritzen@co.lake.co.us

City of Leadville
800 Harrison Avenue
Leadville, CO 80461
cityclerk@leadville-co.gov

6.2 **Amendment.** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

6.3 **Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between the Parties relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this IGA are of no force and effect. This IGA fully supersedes any previous “Intergovernmental Agreement” between the Parties.

6.4 **Waiver of Claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the County Clerk related to the County Clerk’s processing or administration of the Election except as specified in paragraph 6.5 below and claims arising out of willful and wanton acts of the County Clerk.

6.5 **Limitation of Liability.** If a lawsuit is filed challenging the validity of the Jurisdiction’s election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the County Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction’s election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the County Clerk’s sole responsibility and liability shall be to refund to the Jurisdiction all amounts paid to the County Clerk under Section 5 above. The County Clerk shall have no other responsibility for or liability to any parties of or third parties in connection with the lawsuit, including, but not limited to, any judgment, damages, costs, or fees.

6.6 **Conflicts of this IGA with the Law, Impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

6.7 **Time of the Essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

6.8 **Good Faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

6.9 **Third Party Beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of

action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

6.10 **No Waiver.** No waiver of any of the provisions of this IGA constitutes a waiver of any other of the provisions of this IGA, and no such waiver constitutes a continuing waiver, unless otherwise expressly provided in this IGA, nor will the waiver of any default under this IGA be deemed a waiver of any subsequent default.

6.11 **Appropriation.** The Parties' obligations under this IGA outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to § 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds for its obligations under this IGA for the year it was executed.

6.12 **Storage of Records.** The County Clerk shall store all materials required by the Election Code for twenty-five (25) months in such a manner that the City may access such materials, if necessary, to resolve any challenges or other legal questions that might arise regarding the Coordinated Election.

6.13 **Colorado Governmental Immunity Act.** The Parties understand and agree that the Jurisdiction and the County, their respective council members, commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this IGA, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), § 24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent the IGA imposes varying obligations or contains different waivers of immunity for cities and counties, both the City and the County agree that each will remain liable for their independent obligations under the IGA, and neither party shall be the agent of the other or liable for the obligations of the other.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Lake County

Jurisdiction

_____ Date _____

_____ Date _____

Sarah Mudge,

Laurie Simonson
City Administrator
City of Leadville

Chair, Board of County Commissioners

Telephone: 719-427-0154
Email: cityadmin@leadville-co.gov

ATTEST AS TO COMMISSIONER'S SIGNATURE:

Tracey Lauritzen, Clerk and Recorder



AGENDA ITEM #10B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 15, 2023

SUBJECT: A Resolution Authorizing the Filing of an Affordable Housing Commitment with the Colorado Department of Local Affairs Pursuant to Proposition 123 and State Law and Approving an Intergovernmental Agreement with the Board of County Commissioners of Lake County Related to Affordable Housing Commitments

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 18, Series of 2023: A Resolution Authorizing the Filing of an Affordable Housing Commitment with the Colorado Department of Local Affairs Pursuant to Proposition 123 and State Law and Approving an Intergovernmental Agreement with the Board of County Commissioners of Lake County Related to Affordable Housing Commitments.

II. BACKGROUND INFORMATION:

The City of Leadville ("City") has adopted goals and strategies through its 2015 Comprehensive Plan to promote and facilitate affordable housing in the City. In 2022, voters approved Proposition 123 through enactment of a new article 32 to title 29 of the Colorado Revised Statutes ("C.R.S."), which created new affordable housing programs and funding sources, such as grants and loans to local governments and nonprofit affordable housing developers through the creation of the State Affordable Housing Fund using 0.1% of state income tax revenue ("Prop 123").

C.R.S. Section 29-32-105 requires a governing body of a local government that desires funding available under Prop 123 to make and file with the Colorado Department of Local Affairs, no later than November 1, 2023, a commitment specifying how the combined number of newly constructed affordable housing units and existing units converted to affordable housing within its boundaries will be increased by three percent each year over the baseline number of affordable housing units within its boundaries by December 31, 2026 (“Prop 123 Commitment”). The City Council previously, by way of motion, authorized the Regional Housing Authority Director to prepare and file a Prop 123 Commitment on behalf of the City.

The City Council and the Board of County Commissioners of Lake County recognize the benefits of establishing a collaborative partnership for purposes of committing to affordable housing growth objectives in furtherance of Prop 123. C.R.S. Section 29-32-105(3)(d)(II) encourages regional partnerships among local governments by allowing local governments to enter into written agreements that allow each jurisdiction to receive partial credit towards the local government’s affordable housing growth requirements for the purpose of calculating whether the local government has met the requirements of C.R.S. 29-32-105(1). Therefore, the City Council desires to enter into an intergovernmental agreement with the Board of County Commissioners of Lake County (“County”) to memorialize their understanding of their obligations and affordable housing efforts pursuant to Proposition 123.

III. FISCAL IMPACTS:

The fiscal impact of the Resolution is a commitment to creation of affordable housing pursuant to Proposition 123.

IV. LEGAL ISSUES:

City Attorney Linda Michow and County Attorney Chris Floyd have reviewed the Intergovernmental Agreement Between the City of Leadville and the Board of County Commissioners of Lake County Related to Affordable Housing Commitments Under Proposition 123 (“Agreement”) and have provided their comments and edits which are incorporated into the Agreement.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 18, Series of 2023: A Resolution Authorizing the Filing of an Affordable Housing Commitment with the Colorado Department of Local Affairs Pursuant to Proposition 123 and State Law and Approving an Intergovernmental Agreement with the Board of County Commissioners of Lake County Related to Affordable Housing Commitments.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

“I move to approve Resolution No. 18, Series of 2023: A Resolution Authorizing the Filing of an Affordable Housing Commitment with the Colorado Department of Local Affairs Pursuant to Proposition 123 and State Law and Approving an Intergovernmental Agreement with the Board of County Commissioners of Lake County Related to Affordable Housing Commitments”

IX. ATTACHMENTS:

1. Resolution No. 18, Series of 2023: A Resolution Authorizing the Filing of an Affordable Housing Commitment with the Colorado Department of Local Affairs Pursuant to Proposition 123 and State Law and Approving an Intergovernmental Agreement with the Board of County Commissioners of Lake County Related to Affordable Housing Commitments.
2. Intergovernmental Agreement Between the City of Leadville and the Board of County Commissioners of Lake County Related to Affordable Housing Commitments Under Proposition 123.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 18
SERIES OF 2023**

**A RESOLUTION AUTHORIZING THE FILING OF AN AFFORDABLE HOUSING
COMMITMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS
PURSUANT TO PROPOSITION 123 AND STATE LAW AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY
COMMISSIONERS OF LAKE COUNTY RELATED TO AFFORDABLE HOUSING
COMMITMENTS**

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 and to contract with one another to provide any function, service, or facility lawfully authorized to each local government; and

WHEREAS, intergovernmental agreements that provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. Section 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and

WHEREAS, the City of Leadville, Colorado (“City”) is a statutory municipality, authorized to enter into contracts and intergovernmental agreements; and

WHEREAS, the City has adopted goals and strategies through its 2015 Comprehensive Plan to promote and facilitate affordable housing in the City; and

WHEREAS, at the Colorado general election in 2022, voters approved Proposition 123 through enactment of a new article 32 to title 29 of the Colorado Revised Statutes, which created new affordable housing programs and funding sources, such as grants and loans to local governments and nonprofit affordable housing developers through the creation of the State Affordable Housing Fund using 0.1% of state income tax revenue (“Prop 123”); and

WHEREAS, C.R.S. Section 29-32-105, C.R.S., requires a governing body of a local government that desires funding available under Prop 123 to make and file with the Colorado Department of Local Affairs, no later than November 1, 2023, a commitment specifying how the combined number of newly constructed affordable housing units and existing units converted to affordable housing within its boundaries will be increased by three percent each year over the baseline number of affordable housing units within its boundaries by December 31, 2026 (“Prop 123 Commitment”); and

WHEREAS, the City Council desires to authorize the City Administrator or her designee (which may include Lake County employees) to prepare and file a Prop 123 Commitment on behalf of the City; and

WHEREAS, the City Council and the Board of County Commissioners of Lake County recognize the benefits of establishing a collaborative partnership for purposes of committing to affordable housing growth objectives in furtherance of Prop 123; and

WHEREAS, C.R.S. Section 29-32-105(3)(d)(II) encourages regional partnerships among local governments by allowing local governments to enter into written agreements that allow each jurisdiction to receive partial credit towards the local government’s affordable housing growth requirements for the purpose of calculating whether the local government has met the requirements of C.R.S. 29-32-105(1); and

WHEREAS, the City Council desires to enter into an intergovernmental agreement with the Board of County Commissioners of Lake County (“County”) to memorialize their understanding of their obligations and affordable housing efforts pursuant to Proposition 123.

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 as findings and determinations of City Council.

Section 2. The City Council hereby: (a) authorizes the City Administrator or her designee to prepare and file a Prop 123 Commitment on behalf of the City by November 1, 2023, and to take all such steps that are consistent with the direction of City Council and necessary to become eligible for and access Prop 123 funding; and (b) authorizes the Mayor to execute an intergovernmental agreement with the Board of County Commissioners of Lake County in substantially the same form as attached to this Resolution as **Exhibit 1**, subject to modifications made and approved by the City Attorney and City Administrator that do not materially alter the obligations of the City.

Section 3. **Severability.** If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon approval of the City Council of the City of Leadville.

**ADOPTED this ___ day of August 2023 by a vote of
___ in favor, ___ against, ___ absent.**

CITY OF LEADVILLE, COLORADO:

By:
Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEADVILLE
AND THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY RELATED
TO AFFORDABLE HOUSING COMMITMENTS**

(see attached document)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LEADVILLE
AND
THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY
RELATED TO AFFORDABLE HOUSING COMMITMENTS UNDER PROPOSITION 123**

THIS AGREEMENT (“Agreement”) is entered into effective this ____ day of _____, 2023, by and between: the City of Leadville, Colorado (“City”); a statutory city within Lake County, Colorado; and Lake County, Colorado (“County”), a statutory county in the State of Colorado, (collectively the “Parties” or individually the “Party”).

Recitals:

- A. Article XIV, Section 18(2)(A) of the Colorado Constitution, and C.R.S. 29-20-101 C.R.S., et seq. enable the Parties to enter into Intergovernmental Agreements (IGA) and authorizes each of the Parties to perform the functions described in this Agreement, as provided in C.R.S. 29-20-105.
- B. Intergovernmental Agreements that provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may secure high quality governmental services.
- C. Proposition 123, which was approved by the Colorado voters in 2022, created new affordable housing programs and funding sources, such as grants and loans to local governments and nonprofit affordable housing developers through the creation of the State Affordable Housing Fund using 0.1% of state income tax revenue.
- D. Local governments that seek additional affordable housing funding from these programs must commit, by November 1, 2023, to increasing the number of affordable housing units within the local government’s jurisdictional boundaries by 3% annually, and expedite development approvals for affordable housing projects, as conditions for funding pursuant to House Bill 23-1304, codified at C.R.S. 29-32-101 *et seq.*.
- E. C.R.S. 29-32-105(1) specifically requires the governing body of a local government (municipality or county) to first determine its own baseline number of affordable housing units, by referencing the 2017-2021 American Community Survey (ACS) published by the U.S. Census Bureau, or the current version of the Comprehensive Housing Affordability Strategies (CHAS) estimates published by the U.S. Department of Housing and Urban Development. Funding is then available for the combined number of newly constructed affordable housing units and existing units converted to affordable housing, within any territorial boundaries of the local government, that are increased by three percent each year over the baseline number of affordable housing units. These requirements only apply to the unincorporated area of a county, or the territorial boundaries of an individual municipality, unless otherwise agreed through collaboration among local governments pursuant to C.R.S. 29-32-105(3)(d)(II).
- F. C.R.S. 29-32-105(3)(d)(II) encourages regional partnerships among local governments by allowing local governments to enter into written agreements that allow each jurisdiction to receive partial credit towards the local government’s affordable

housing growth requirements for the purpose of calculating whether the local government has met the requirements of C.R.S. 29-32-105(1).

- G. The Parties recognize the fiscal, policy, legal, and administrative benefits of establishing a collaborative partnership for purposes of committing to affordable housing growth objectives in furtherance of House Bill 23-1304 and Proposition 123; and
- H. The Parties desire to enter into this Agreement to memorialize their understanding of their obligations and affordable housing efforts pursuant to Proposition 123 and hereby want to memorialize such understanding herein, due to: (1) the limited initial supply of affordable housing within their jurisdictions; (2) the need to pool total initial baseline and housing increase numbers among all Parties with the potential for upcoming affordable housing projects that may occur sporadically as specific projects come online; (3) increasing development pressures coupled with a severe lack of affordable housing for the local workforce and local community; and (4) the benefits of collaborative pooling of any available fiscal, legal, policy, and administrative expertise and resources among the Parties in furtherance of mutually beneficial affordable housing objectives.
- I.

AGREEMENT:

In consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows.

1. **Affordable Housing Commitments.** The Parties have already filed (or will file) a commitment for annual increases in affordable housing (“Commitment”) with the Department of Local Affairs pursuant to C.R.S. 29-32-105, specifying how each Party will increase a combination of its newly constructed affordable housing units and its existing units converted to affordable housing over its determined baseline number of affordable housing units by 3% each year within their respective territorial boundaries. The County agrees to file the City’s commitment on behalf of the City. The Parties acknowledge that the Department of Local Affairs is currently interpreting this requirement to mean a total increase of 9% for the initial 3-year compliance tracking period, per <https://engagedola.org/prop-123>. The County will file a fully executed copy of this Agreement in conjunction with the Commitment with the Department of Local Affairs.
2. **Calculation of Affordable Housing Baseline and Increases.** If each Party files a Commitment pursuant to Section 1, the Parties agree to use the sum of the total area of the unincorporated County and of the boundaries of the incorporated City of Leadville in order to calculate increases in affordable housing units above each Party’s baseline. Credits for increases in affordable housing above the baseline and subsequent years, for purposes of eligibility for funding under Proposition 123, shall be shared proportionally based on the baseline among all Parties, pursuant to C.R.S. 29-32-105(3)(d)(II).
3. **Financial Responsibilities.** The financial responsibilities for the Parties shall be as follows:
 - a. The Parties agree to collaborate in good faith, for purposes of affordable housing financing and grant funding opportunities, pursuant to Proposition 123 and House Bill 23-1304.

- b. Within each Party's sole discretion, any Party may individually seek grants for affordable housing opportunities, and each Party individually support financing opportunities for qualifying developers, or the Parties may partner on such efforts.
 - c. Fiscal reporting, budgeting, and the filing of Commitments shall be committed to the individual discretion of each Party. No provision of this Agreement shall be construed as a fiscal obligation of any Party beyond the current fiscal year.
4. **Fast-Track Approval.** In accordance with C.R.S. § 29-32-105(2), each Party shall be responsible for the implementation of a "fast-track" approval process for development projects for which fifty percent or more of the residential units constitute affordable housing.
5. **Term; Termination.** The term and termination provisions applicable to this Agreement are as follows:
 - a. The initial effective date shall be the date when the last Party signs this Agreement ("Effective Date").
 - b. This Agreement shall be for an initial term through and including December 31, 2026.
 - c. The Parties may renew this Agreement for additional three year terms, subject to the appropriation and availability of funding, and subject to the agreement of the Parties to additional annual renewal(s). The County Manager shall provide notice of requested annual renewal(s) to the City Administrator on or before December 15, 2026, and subsequent periods if additional renewals are desired. The approval, including any terms and conditions of any such renewal(s) by both all Parties, shall be secured in writing, and authorized on behalf of the Parties by the County Manager and City Administrator. As part of any annual renewal, the Parties shall specify any mutually-agreed upon modifications to this Agreement necessary to accomplish the Services identified, including any updated financial requirements. At their discretion, the County Manager and City Administrator may also submit an annual renewal to that Parties' governing body for approval.
 - d. Any Party may terminate this Agreement at any time by providing written notice to the other Party, at least thirty (30) days prior to the date of termination.
6. **Governmental Immunity and Insurance.** The Parties retain governmental immunity to the maximum extent permissible under the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S., and other applicable law. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes and other applicable law.
7. **Amendments.** This Agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.

8. **Waiver.** The waiver of any breach of any of the provisions of this Agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this Agreement.
9. **Severability.** Invalidation of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word, or the application of it, in any given circumstance, shall not affect the validity of the remainder of this Agreement.
10. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this Agreement.
11. **Entire Agreement.** This Agreement contains the entire and only agreement between the Parties, regarding the Proposition 123 Affordable Housing Commitments and no oral statements or representations regarding this matter that are not contained in this Agreement shall be of any force or effect between the Parties.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Lake County, Colorado.
13. **Dispute Resolution.** In the event a disagreement or dispute arises between the Parties, the Parties shall attempt to confer and resolve the matter informally in good faith, and then the matter shall be submitted to mediation. The mediation shall be conducted by one mediator selected by the Parties who will share the costs equally. **Assignment.** No Party shall assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of all the Parties.
14. **Approval and Ratification.** This Agreement may be executed in counterparts, electronically or otherwise, which shall be fully binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above written.

CITY OF LEADVILLE:

 Greg Labbe, Mayor
 Date Signed: _____

Attest:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY:

 Sarah Mudge, Chairperson
 Date Signed: _____

Attest as to the Commissioners signature:

City Clerk

Tracey Lauritzen, City Clerk



AGENDA ITEM #10C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 15, 2023

SUBJECT: An Ordinance Amending Section 2.40.030 of the Leadville Municipal Code Concerning the Compensation of the Mayor

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve Ordinance No. 4, Series of 2023: An Ordinance Amending Section 2.40.030 of the Leadville Municipal Code Concerning the Compensation of the Mayor.

II. BACKGROUND INFORMATION:

The City Council considered this Ordinance on first reading at its regularly scheduled meeting held on July 18, 2023. Council agreed on an annual mayoral salary of \$40,000. Council also requested that the Ordinance include a cost-of-living increase and requested elimination of the cap on the mayor's salary should the city transition to a professional city manager.

Our City Attorney has advised that the cost-of-living increase needs to be a fixed amount and therefore, on second reading, the cost-of-living increase is specified at 3%. Council can determine on second reading if this percentage is appropriate.

Pursuant to Colorado Revised Statutes (C.R.S.) §31-4-109, the mayor shall receive such compensation for his or her services as the City Council, prior to the mayor's election, may fix, and the City Council, at least as early as the last monthly meeting before such regular municipal election, shall fix by ordinance the compensation and fees of members of the City Council, including the compensation of the mayor and councilmembers, for the period for which they will be elected or appointed if any change in said compensation is desirable. Additionally, pursuant to C.R.S. § 31-4-109, the City Council shall neither increase nor diminish the compensation of any councilmember or mayor during his or her term of office.

Currently, pursuant to Leadville Municipal Code section 2.40.030, the mayor's salary is set at \$30,000 annually. The City Council has held multiple discussions within the preceding six months regarding the amount of the mayor's salary. The first discussion occurred on May 2, 2023 and the second discussion occurred on June 6, 2023. At the June 6, 2023 discussion, the council directed city staff to prepare an ordinance to increase the mayor's salary. This Ordinance is a result of this direction from Council.

III. FISCAL IMPACTS:

The fiscal impact of this Ordinance is an increase in salary expenses of \$10,000 in 2024 and thereafter and an annual 3% cost-of-living increase beginning in 2025.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Ordinance No. 4, Series of 2023: An Ordinance Amending Section 2.40.030 of the Leadville Municipal Code Concerning the Compensation of the Mayor.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Ordinance No. 4, Series of 2023: An Ordinance Amending Section 2.40.030 of the Leadville Municipal Code Concerning the Compensation of the Mayor."

IX. ATTACHMENTS:

1. Ordinance No. 4, Series of 2023: An Ordinance Amending Section 2.40.030 of the Leadville Municipal Code Concerning the Compensation of the Mayor.

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2023**

**AN ORDINANCE AMENDING SECTION 2.40.030 OF THE LEADVILLE MUNICIPAL
CODE CONCERNING THE COMPENSATION OF THE MAYOR.**

WHEREAS, the City of Leadville, Colorado, (the “City”) is a statutory municipality;
and

WHEREAS, according to C.R.S. § 31-4-109, the mayor shall receive such compensation for his or her services as the City Council, prior to the mayor’s election, may fix, and the City Council, at least as early as the last monthly meeting before such regular municipal election, shall fix by ordinance the compensation and fees of members of the City Council, including the compensation of the mayor and councilmembers, for the period for which they will be elected or appointed if any change in said compensation is desirable; and

WHEREAS, pursuant to C.R.S. § 31-4-109, the City Council shall neither increase nor diminish the compensation of any councilmember or mayor during his or her term of office; and

WHEREAS, pursuant to Leadville Municipal Code section 2.40.030, the mayor’s salary is currently set at \$30,000 annually;

WHEREAS, the City Council desires to increase the compensation of the mayor as provided in this Ordinance; and

WHEREAS, the City Council desires to increase the salary of the mayor effective as of January 1, 2024.

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

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

Section 2. **Section 2.40.030 Amended.** Section 2.040.030 of the Leadville Municipal Code, titled “Mayor—Power and Duties—Compensation,” is hereby amended as follows with ~~striketrough text~~ showing deletions and **bold, underlined text** showing additions:

2.04.030 – Mayor – Powers and Duties – Compensation.

* * *

D. The mayor shall receive as compensation for his or her services the annual sum of ~~thirty thousand dollars (\$30,000.00) commencing January 11, 2016~~ **Forty Thousand Dollars (\$40,000) commencing January 1, 2024, and beginning January 1, 2025, and every year thereafter, such compensation shall be subject to an annual cost of living adjustment of three percent (3%),** provided, however, that if the city employs a professional city manager, the mayor's compensation shall be the annual sum of ~~four thousand eight hundred dollars (\$4,800.00)~~ in accordance with the restraints imposed by

state statute. In addition to such compensation, the mayor may elect to participate in any deferred compensation plan authorized by Section 457 of the United States Internal Revenue Code under the same terms as city employees and shall receive as compensation that portion of such benefits that the city pays on behalf of employees if he or she elects such participation. He or she shall also be reimbursed for actual expenses incurred by him or her in the performance of his or her official duties as mayor.

Section 3. **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 4. **Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent with this Ordinance 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 5. **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 _____ day of _____, 2023.

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 _____ day of _____, 2023.

PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED, with any amendments, this _____ day of _____, 2023.

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 _____, 2023.



AGENDA ITEM #10D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 15, 2023

SUBJECT: Certificate of Appropriateness for Ross-Ricketts Single-Family Dwelling, Infill Residential; 304 W. 7th St.

PRESENTED BY: Chapin LaChance, Planning Director

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Applicant Jacquelynn “Kaati” Ross has applied for a Certificate of Appropriateness application to construct a new single-family dwelling unit on a vacant lot within the Historic District.

II. BACKGROUND INFORMATION:

The applicant proposes to construct a three (3) story, 3,702 sq. ft. single-family residence on a vacant lot at 304 W. 7th St., located within the Historic District. A Certificate of Appropriateness for demolition of the previously existing home was approved by the city in 2022, and the previously existing home has since been demolished. The Historic Preservation Commission (HPC) held a public hearing to review the application on Tuesday, August 8, 2023. The staff report for the HPC is attached, which evaluates the proposal’s compliance with the applicable [code criteria](#) from Chapter 17.44 of the Leadville Municipal Code and the adopted [Residential Infill Design Guidelines and Standards](#). Staff and the HPC found the proposal to be in substantial compliance with the code, guidelines and standards.

III. FISCAL IMPACTS:

None.

IV. **LEGAL ISSUES:**

None.

VI. **RECOMMENDATION:**

The Historic Preservation Commission recommends approval of the application, with the attached Findings and Conditions.

VII. **COUNCIL OPTIONS:**

1. Approve the Application.
2. Approve the Application with conditions.
3. Deny the Application.
4. Table consideration of the Application and provide direction to staff.

VIII. **PROPOSED MOTION:**

"I move to approve the Ross-Ricketts Single-Family Dwelling Infill Residential, PL-2023-008, located at 304 W. 7th St., along with the attached Findings and Conditions."

IX. **ATTACHMENTS:**

1. Staff report for the August 8, 2023 Public Hearing at Historic Preservation Commission.
2. Recommended Findings and Conditions of Approval.
3. Proposed plans and applicant narrative.



Historic Preservation Commission Staff Report

Subject: Ross-Ricketts Single-Family Dwelling, Infill Residential (Certificate of Appropriateness for Substantial Modification, Public Hearing)

Application #: PL-2023-008

Proposal: The applicant proposes to construct a new single-family dwelling unit on a vacant lot. A Certificate of Appropriateness for demolition of the previously existing home was approved by the city in 2022, and the previously existing home has since been demolished.

Legal Description: Stevens and Leiter Subdivision, Block 52, W. ½ Lot 2, Lot 3

Address: 304 W. 7th St.

Date: August 8, 2023

Application Manager: Chapin LaChance, AICP - Comm. Dev. and Planning Director

Applicant: Jacquelynn “Kaati” Ross

Property Owner: Jacquelynn Ross and Chris Ricketts

Lot size: 0.10 acres (4,356 sq. ft.)

Zoning District: Traditional Residential (R-2)

Historic District: Yes

Site Conditions: Per the provided topographic survey, the site drops approximately 30 ft. in elevation from the rear alley to W. 7th St. at an average grade of approximately 25%. Remnants of stone retaining walls are visible on the southern half of the lot, as well as remnants of a timber retaining wall which crosses the eastern lot boundary. Concrete walls and wooden steps exist near the southeastern lot corner, and a collapsing wooden fence runs along the western side of the property, approximately 4 to 6 ft. from the southern property line. A large evergreen tree is located near the northern property line, but it is unknown to staff if the tree’s trunk is location on the subject property or the neighboring property to the east.

Adjacent Uses: Single-family residences are adjacent on all sides.

Site Photos

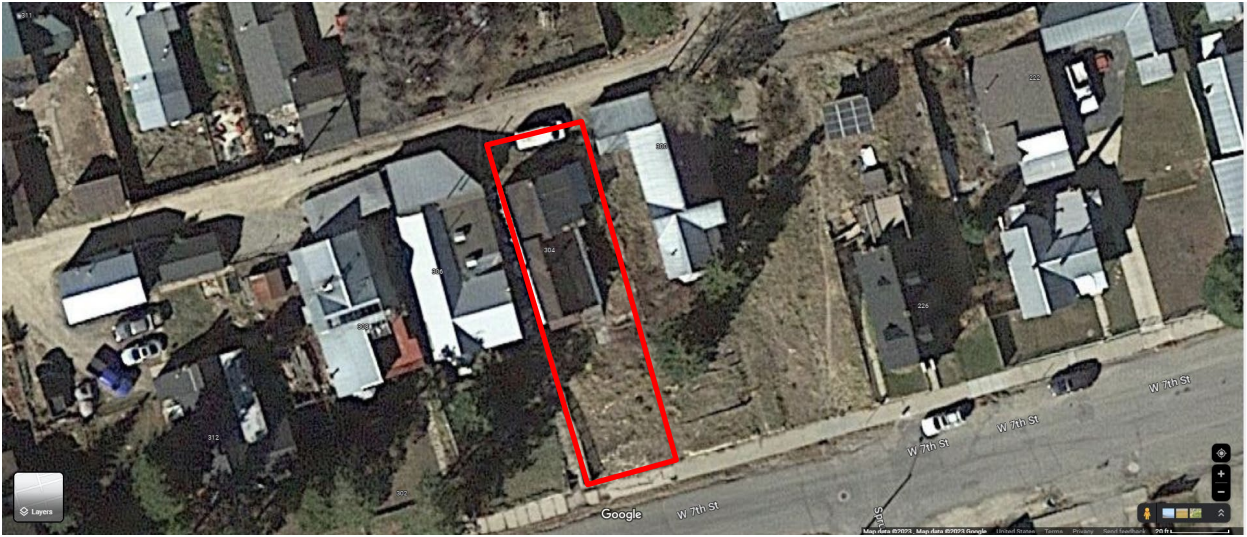


Image 1 (Above): Satellite image with the property's location highlighted in red.

Image 2 (Below): Historic District boundary map excerpt, showing the property's location highlighted in red.





Image 3 (Above): Looking north at the property from W. 7th St.

Image 4 (Below): Looking south at the property from the rear alley.



History

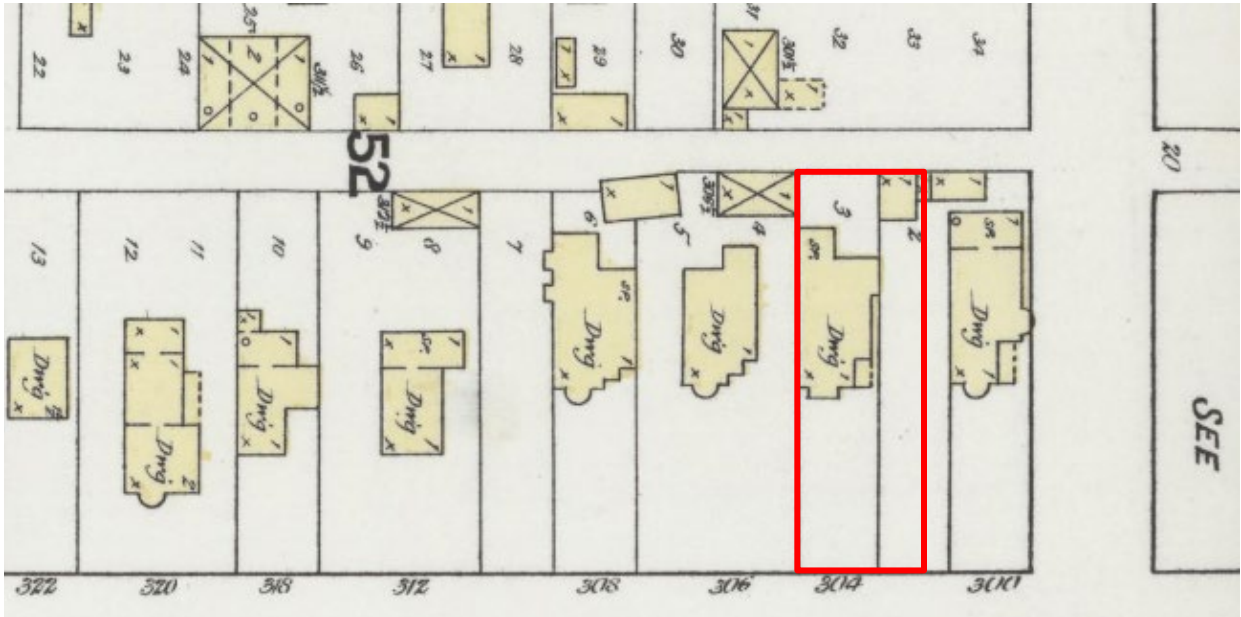


Image 5 (Above): 1889 Sanborn fire insurance map excerpt, with property highlighted in red.

As can be seen from the Sanborn map, the four (4) historic homes on Lots 1-6 were aligned towards the rear of the lot, very likely due to the steeply sloping topography in the area.

Staff Comments

The applicant proposes to construct a three-story, 3,702 sq. ft. single-family residence on a vacant lot. The applicable [code criteria](#) and [Residential Infill Design Guidelines and Standards](#) are provided below in *italics* text, with staff's comments regarding compliance provided in **bold** text.

17.44.060 - Procedures for issuing a certificate of appropriateness (COA) except demolitions.

D. In deciding whether to issue a COA, the historic preservation commission and city council shall take into consideration the criteria contained in Section 17.44.050(D) and the following additional criteria:

- 1. Reasonable efforts shall be made to provide for uses of a structure that require minimal alteration and redesign of the structure; N/A. **The historic structure was previously demolished.***
- 2. The distinguishing original characteristics of a structure and its relationship to the environment shall not be destroyed and the removal or alteration of any historic material or architectural features shall be avoided when possible; N/A. **The historic structure was previously demolished.***
- 3. Architectural changes that have taken place to a building since its construction often acquire significance in their own right and this significance shall be recognized and respected; N/A. **The historic structure was previously demolished.***

4. *Distinctive stylistic features or skilled craftsmanship that characterize or are in evidence on a structure shall be treated with sensitivity and preserved whenever possible; N/A. The historic structure was previously demolished.*

5. *Deteriorated architectural features shall be repaired rather than replaced whenever possible and when replaced, the new material shall match the material being replaced in composition, color, texture and shape in so far as feasible; N/A. The historic structure was previously demolished.*

6. *Cleaning and restoring exterior surfaces shall be undertaken with the least possible disruptive methods; sandblasting and similar techniques that damage historic exterior surfaces shall be discouraged; N/A. The historic structure was previously demolished.*

7. *Additions and alterations to a structure shall be undertaken in a manner such that if the addition or alteration were removed in the future, the essential form and integrity of the original structure would be undamaged; N/A. The historic structure was previously demolished.*

8. *All structures shall be recognized as products of their own time and place. Alterations or new structures with no historical basis and that seek to artificially create an earlier appearance shall be discouraged; The proposed structure takes traditional residential construction features found in Leadville, such as gable roofs, hip roofs, porches, and rectilinear buildings forms, and blends them in a combination that identifies itself as current construction, since these features were not blended in the manner proposed. (Example: Gable roofed secondary module as primary façade transitioning to hipped roofed primary module as secondary façade.) See question for Commission under Policy 10 – Architectural Character discussion. **Complies pending Commission’s response to question.***

9. *Contemporary style structures, alterations and additions shall not be discouraged so long as they are compatible with the size, scale, texture and color of the existing structure and/or existing structures in the area; Staff finds the design of the proposed residence to be of a traditional design, not contemporary.*

10. *The unique historical and visual appearance of Leadville, as it exists at the present, shall be honored and protected in so far as possible. Staff finds that Leadville’s residential character, which consists predominately of structures that are simple in form and detail, is honored by the proposed design through the use of traditional residential construction features, while protected through appropriate height, scaling and massing. **Complies.***

Residential Infill Design Guidelines and Standards

1. Policy: Relationship to Site Context

The sloping topography and open pattern of development in the treatment area provides most buildings with solar exposure and views of the mountains. Smaller, lower buildings located on the alleys traditionally allowed views and solar exposure of the nearby primary residences. These assets shall be preserved for as many sites as feasible.

A. *CAREFULLY* relate new construction to buildings that contribute to the historic neighborhood context.

1. New projects shall be compatible with the historic character of the Leadville NHL District as well as those buildings directly adjacent to the project. Neighborhood context is essential to determining compatibility.

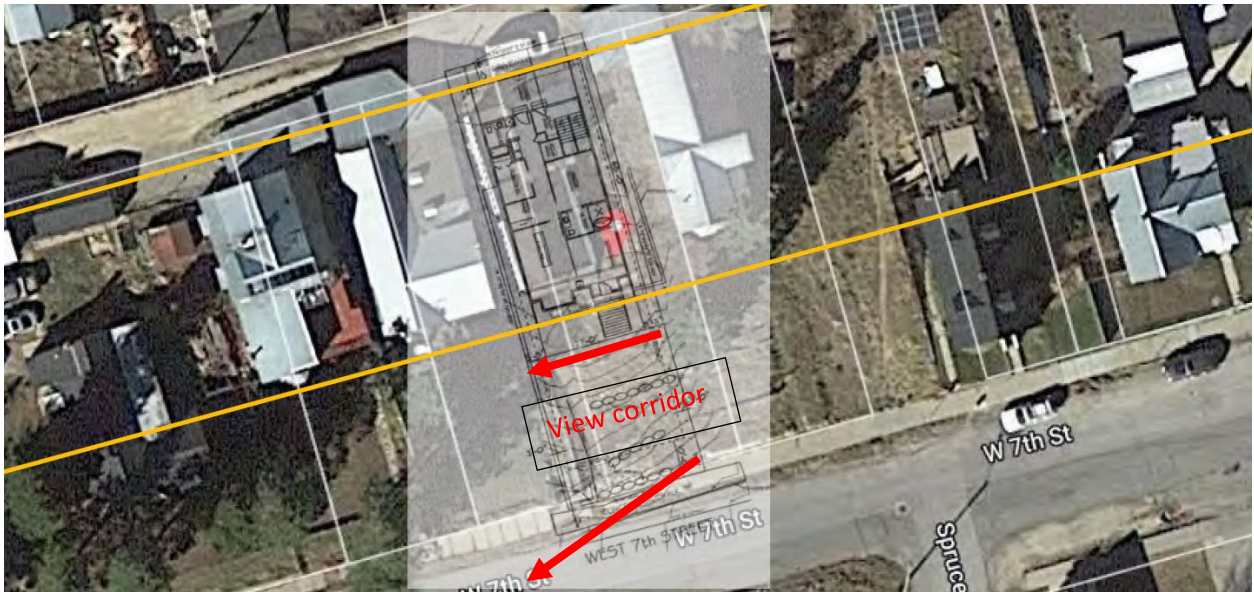
2. Historic proportions of height, width and depth are very important to be compatible with the historic mass and scale of the NHL district and the city. Compatibility with the traditional mass, scale and building materials of the area is especially important.

The residence is proposed to be located on the rear half of the lot, abutting the required 6 ft. setback. This location aligns with the location of the historic structures on the adjacent properties. With a narrow, 27 ft. width, and a long, 65 ft. length, the proportions and orientation of the structure perpendicular to the street are similar to the adjacent historic homes. **Complies.**

2. Policy: Views

Views to natural and historic features abound in Leadville and should be preserved. Of special importance are the views to the mountains and historic landmarks that contribute to the city's unique setting.

A. Position a new building so that view corridors are preserved. Existing view corridors include views to the southwest towards Mt. Massive and Mt. Elbert. Considering the proposed residence is sited to rear of the lot, the front half of the lot is open to view corridors from lots to the east. **Complies.**



3. Policy: Site Planning

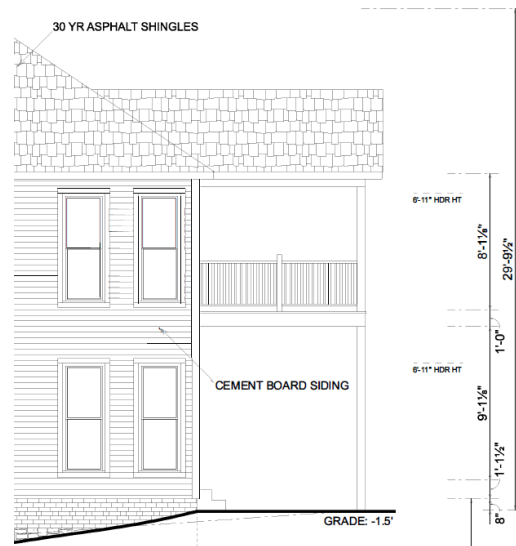
A new project can significantly affect neighboring properties. Such impacts include views, solar access and snow shedding.

A. Coordinate the site plan of individual building lots with those of adjacent properties.

1. *Unusual setbacks may be appropriate when they help protect views to significant features.*
 - a. *Consideration for views shall come from within, through and outside the site.*
 - b. *Consider seasonal factors, such as snow accumulations or dense foliage.*
 - c. *Maintain views along alleys by keeping buildings small in scale.*
2. *Minimize the number of driveways, parking and service areas through cooperative planning with adjoining properties. This helps reduce the visual impacts of these elements on the neighborhood.*

The residence is sited in the rear half of the lot, within the required rear and side setbacks. The rear porch and parking area do abut the rear 6 ft. setback with a two-story covered parking area and covered porch with gabled roof, but the building steps down towards the alley and is open-aired, which staff finds is much more acceptable than a 35 ft. building with a three-story wall abutting the 6 ft. rear setback. The applicant does not propose an enclosed garage, which further reduces the massing and visual impact of the proposed structure.

Complies.



4. Policy: Building Orientation

Traditionally, a building was oriented with its primary wall planes in line with the parcel's property lines. Since most buildings were rectangular in form, this siting pattern helped reinforce the image of the city grid.

A. Maintain traditional patterns of building orientation by respecting a property's lot lines. This applies to both primary and alley structures.

B. Orient the primary entrance of a building toward the street.

1. Clearly define the primary entrance using such things as porches on residential structures.

2. Rear or side entrances should be secondary to the front.

The proposed residence is oriented perpendicular to the front and rear lot lines, and parallel to the side lot lines. The primary entrance faces W. 7th St., defined by a traditional small gabled porch.

Complies.

5. Policy: Building Setbacks

Most front façades align at a relatively uniform setback from the street in each block. The rhythm created by the placement of buildings and side yards are an especially important feature. This historic development pattern contributes to the visual continuity of the NHL District

A. Maintain the alignment of building fronts along the street.

1. Setbacks shall fall within the established range of setbacks in the NHL District.

B. Side yards should match the dimensions of historic yards on the street.

1. Side yards were traditionally three feet or greater in width.

2. Spacing between buildings should be similar to that seen traditionally.

3. Natural conditions may influence setbacks. Steep slopes, hillsides, river and creek edges and wetlands are examples of site constraints that may require special setback conditions.

4. Give special consideration to corner lots.

C. Decks, balconies and porches shall not significantly encroach into front and side yard setbacks.

The applicant has provided an illustration demonstrating that the proposed residence will maintain the front setback alignment with the other homes in the area which are also sited to the rear of the lots due to the steep topography in the front yards. Per the Sanborn maps, homes on this block were historically sited either central to the lot or spanning the entire width of the lot. The applicant proposes to centrally locate the residence between the two required side yard setbacks. There are not any proposed encroachments into the historic setbacks or required zoning setbacks. **Complies.**

6. Policy: Parking Design

For the majority of the period of significance the primary transportation vehicle was the horse and carriage. The associated site and building features were the barn, stable carriage house, and drives. The accommodations for automobiles of driveways, garages, and parking areas require sensitivity to visual impacts and the historic transportation mode.

Care should be taken to provide pedestrian circulation that does not conflict with vehicular circulation.

A. Screen parking areas from street view with site features.

B. Design parking areas should be accessed from alleys or rear drives rather than from the primary street. Parking facilities such that they are subordinate to other site features.

1. In a residential context, the use of a detached garage, located along the alley, is especially encouraged.

2. If parking is located within a garage, minimize the size of the driveway.

3. *An on-site parking area should be located inside or behind a building, where its visual impacts will be minimized, unless site conditions (such as steep slopes) prevent this arrangement.*
4. *Minimize the surface area of paving and consider using materials that blend with the natural colors and textures of the region. Options include: modular pavers, gravel and grasscrete or concrete.*
5. *Curb cuts and driveways should be minimal in width and shared when feasible.*
6. *Design the parking layout so all spaces are accessible and usable year-round.*

The off-street parking area is proposed to be located at the rear of the lot, accessed from the alley, which is preferred. Two (2) parking spaces are proposed, which will be partially covered by the rear porch. Minimal driveway is proposed off of the rear alley. **Complies.**



7. Policy: Mass and Scale

A variety of building styles occur in this area but a similarity of forms, materials and scale still prevails. Projects that include a primary building with subordinate secondary structures reinforce the city's historic character. In addition to a few institutional structures and boarding houses, buildings range from small, wood frame single family cottages to larger single-family homes as well as some boarding houses and a few institutional structures. Most buildings are simple in design, although some ornamentation was used historically. The smaller houses tend to exhibit very few details, reserving ornamentation for porches and eaves. Larger houses show more ornamental detail, however, even these are modest overall. A limited range of detail is an important characteristic of the area.

Traditionally, exterior wall materials were horizontal wood siding, with the exception of a few brick homes. Stone was used occasionally for foundations and fireplaces. Decorative shingles were sometimes applied to eaves and dormers.

Buildings were often expanded over time, resulting in additions to the rear. Usually, these stepped down in scale from the main structure. Attic spaces were sometimes expanded by adding dormers. Other functions were accommodated in secondary structures such as barns and sheds, which were detached and located at the rear and accessed by an alley.

The limited combination of roof forms found on many buildings creates a sense of cohesion across city. Virtually all are simple gabled or hip roofs and are often steeply pitched, in response to snow conditions. Wood shingles and metal were used on the roofs of many early buildings. Standing seam metal is frequently used along with rolled sheet metal and asphalt shingles.

Traditionally, a limited mix of small and large building sizes existed in the area. Even on larger lots where larger buildings occur, the traditional building scale is preserved.

A. Maintain the traditional perceived scale of buildings.

1. The tradition of one- and two-story street façades shall be continued.

B. New construction shall appear similar in mass and scale to historic structures found traditionally in the NHL District.

C. Break up the massing of larger buildings into components. A larger building may be divided into modules that reflect the traditional scale of construction.

1. Modules should be expressed three dimensionally by having significant architectural changes.

2. Step down the mass of larger buildings to minimize the perceived scale at the street.

3. Historic proportions of height, width and depth are important features to be compatible with the historic mass and scale.

4. Building elements shall be in scale with the overall mass of the building.

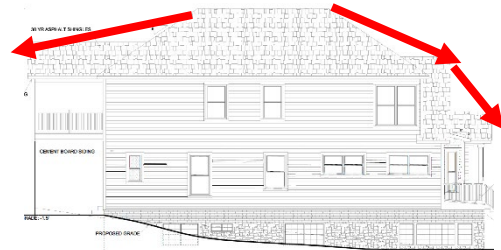
E. Roofs shall be similar in scale to those used historically on comparable buildings.

1. The length of a roof ridge shall not exceed those seen historically on comparable buildings.

Height: The proposed structure is actually three (3) levels, but the building steps down towards W. 7th St. from the main hipped roof through a secondary 1-story gable, and then a covered porch and bay window. As perceived from W. 7th St., the building appears as a 1 ½ story facade with a secondary 2 story component in the rear, due to the topography. The lower level is completely hidden from view.



Stepping down: The proposed street-facing gable is consistent with street-facing gables on three (3) of the nearest other homes along W. 7th St. The rear of the home also features a gabled roof covering the porch that steps down towards the alley from the higher hipped roof. The massing of the rear of the building is also reduced by the openness of the covered upper and lower porch. The length of the primary hipped roof's ridge is reduced by the stepping down with the front and rear facing secondary gables.



Modules: Staff finds that there are possibly two (2) modules proposed: A primary rectangular module for the majority of the building, and a secondary rectangular module under the front-

facing gable and porch. However, this building is difficult to perceive as multiple module components reflecting the traditional scale of construction. Does the Commission have concerns about the building's massing number modules? **Complies**, pending the Commission's response regarding the number of modules.

8. Policy: Building Form

The traditional residential building form consists of a simple rectangular mass with a gabled or hipped roof. Additions are usually located to the rear of the main building and step down in scale from the central mass. It is the combinations of these shapes that establish a neighborhood's scale. These forms shall be preserved, in their height, width and depth, throughout the _NHL District. New construction that does not respect these forms could diminish the integrity of the _NHL district.

A. Use building forms similar to those found traditionally.

- 1. Vertically oriented, rectangular shapes are typical and are encouraged.*
- 2. Building forms that step down in scale to the rear of the lot are encouraged.*

The proposed residence features a combination of a primary rectangular mass with a primary hipped roof with secondary gabled roofed masses that step down towards the front and rear. Somewhat of a vertical orientation is obtained through the combination of the porch and the two (2) secondary, forward-facing gabled roofs. The building is certainly not horizontally oriented.

Complies.



9. Policy: Roof Form

Roofs of similar shapes reoccur in the NHL District. Gabled roofs, generally oriented with the ridge perpendicular to the street, and hip roofs are typical. Shed roofs occur most frequently on rear additions and secondary structures.

The size, shape and type of roof shall be similar to those found traditionally in the city. Consideration of environmental and climatic determinants such as snow and ice shedding, drainage and solar exposure shall also be integral to the roof design.

A. Use Traditional Roof Forms

- 1. Sloping roof forms, such as gable, hip and shed, shall be the dominant roof shapes. These forms shall be symmetrically designed. Avoid flat roofs and barreled roofs.*

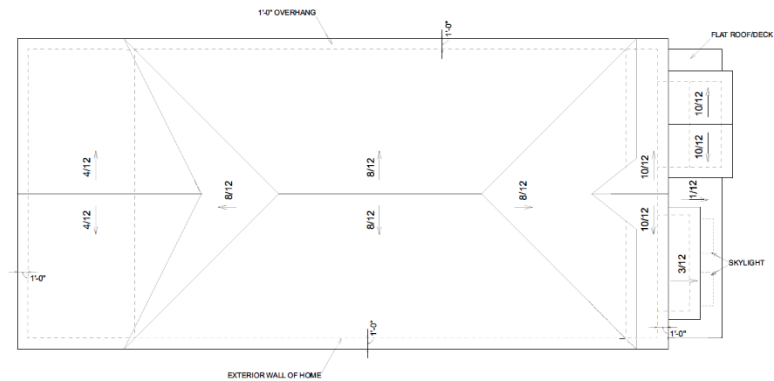
2. Traditional roofs are simple and steeply pitched and most have hip or gable ends facing the street. Many primary roofs had pitches of 15:12 or steeper; although some as low as 8:12 were found. Shed roofs had a wider range of pitches, from 1:12 to 15:12.

3. Orient ridgelines parallel with the floor planes.

4. Orient ridgelines perpendicular to the street when feasible.

B. Chimneys should be similar in size and position to those found historically.

An 8/12 hipped roof is proposed as the primary roof form, with secondary gabled roofs, all perpendicular to the street. All ridgelines are parallel with the proposed floor plans. The front secondary gables are proposed at 10/12, and the rear secondary gable, hidden from the street, is proposed at 4/12. **Complies.**



10. Policy: Architectural Character

Traditionally, buildings in Leadville were simple in character. This is a fundamental characteristic that is vital to the preservation of the historic integrity of the city. Regardless of stylistic treatment, a new building shall appear simple in form and detail. Buildings also shall be visually compatible with older structures in the NHL District without being direct copies of historic buildings.

A. Respect the sense of time and place in all projects.

1. Exact interpretations of a point of time in the past are discouraged.

B. New interpretations of traditional building styles are encouraged, such that they are seen as products of their own time, yet compatible with their historic neighbors.

1. New designs shall draw upon the fundamental traits of historic buildings without copying them. This will allow them to be seen as products of their own time yet compatible with their historic neighbors.

2. The exact copying of or replication of historic styles is discouraged.

3. Applying highly ornamental details that were not a part of a building in Leadville is inappropriate. Elaborate Victorian ornamentation, which is atypical in Leadville, is not allowed.

4. Historic details that were not found in Leadville are not allowed.

5. *Historic details that are authentic to Leadville are discouraged, to maintain a distinction between a new project and the historic building.*

C. *Avoid stylistic details that confuse the history of Leadville.*

Staff finds that the proposed architecture is simple in character, with the only ornamentation and detail proposed at the front gabled roofs as follows: 1) the half-round accent siding under the gables, 2) the bracketry under the gables, and 3) the trim detail at the eaves. The proposed structure is not a replica of a historic building or highly ornamented. With the front gabled/main hipped roof combination, the house can be interpreted as a product of its own time. Does the Commission find the proposed structure is appropriately ornamented, and a product of its own time? **Complies.**

11. Policy: Building Components

Projecting elements, such as dormers, bays, stairs, chimneys and cornices, help to provide visual interest to a building and can influence its perceived scale. These features shall be compatible in size, shape and type with those found in historic buildings and should be treated as an integral part of the building design.

A. *Building components shall be similar in scale to those used historically.*

1. *Decks in rear yards may be larger if in proportion to the site and structure.*

B. *Bay and oriel windows should fit below the cornice or roofline and be subordinate elements.*

1. *Cornice lines should not be broken by other building elements.*

C. *Awnings may be used on residential buildings if limited in size, scale and quantity.*

D. *Porches are especially characteristic of the treatment area. Although a wide variety of design details for porches are found, the basic organization of the porch as an entry element is important and should be preserved.*

1. *The use of a porch is encouraged in a residential context.*

2. *A porch should be covered by a roof.*

3. *A porch should be of a substantial size to function as more than an entry landing, but should be similar in mass and scale to those found historically.*

4. *Place the height of porch decks at an elevation similar to those found historically when feasible.*

5. *Porches should have a finished (painted) appearance.*

The proposed design features a rectangular bay window that is in approximately the same location as the rectangular bay window on the previously demolished historic residence, and is located in approximately the same location on the proposed residence as the curved bay windows on the three (3) nearest homes on W. 7th St. See the Sanborn map earlier in this report, which shows the bay windows on all four of these homes. The design also features a gable roofed porch with identifies the entry landing. The rear covered 10 ft. x 27 ft. (270 sq. ft.) deck is proportionate to the proposed residence, at approximately 15% of the structure's overall length. **Complies.**

12. Policy: Pattern of Building Materials

The pattern created by the unit size of the materials (bricks, siding, shingles, etc.). Application shall be similar to those materials used traditionally in city and in the treatment area. These shall be configured in combinations that express human scale.

A. Materials shall appear similar in scale, texture and finish to those used traditionally.

- 1. A hierarchy of building materials shall be used, with heavier coarser materials used as foundations and more refined materials used above.*
- 2. The dimensions of brick units, clapboard siding and other building materials should be similar to those used historically.*
- 3. Exterior wood finishes shall be painted in colors designated on any Historic Color Palette or in rustic natural wood stains and finishes.*

B. Maintain the existing range of exterior wall materials found in the NHL District. Reuse of existing materials is encouraged. A mix of wood frame, stone and brick construction is typical.

- 1. Foundation finish materials may include stone, concrete, board formed concrete, wood lattice and vertical boards. A clear distinction between foundation and wall material should be present. Clapboard siding should not extend to the ground.*
- 2. Appropriate materials for primary structures include horizontal and vertical siding, shingles (in limited applications), and brick.*
- 3. The lap dimensions of siding should be similar to those found traditionally. Masonry unit sizes should also be similar to those found traditionally.*
- 4. Siding materials not allowed include stucco, reflective materials such as mirrored glass or polished metals and rustic shakes.*
- 5. Corrugated metal and other acceptable metal siding may also be considered on structures and foundation skirting.*

C. Roof materials shall appear similar to those used traditionally.

- 1. Fire retardant wood shingles and shakes are appropriate for most building types.*

2. Metal sheeting, corrugated metal, or standing seam metal roofs with a baked-on paint finish are generally appropriate. Metal roofs should have matte finishes but must minimize glare.

3. Asphalt shingles in muted colors and rolled roofing may be considered.

D. New substitute materials may be considered, if they appear similar in character and detailing to those used traditionally on Leadville's residential structures.

1. New materials must have a demonstrated durability in this climate and have the ability to be repaired under reasonable conditions.

2. Details of hard board and cementitious siding, and their joints, should match that of traditional wood siding.

Staff is generally supportive of the proposed materials and their proposed application. The applicant proposes the following exterior materials:

- **Stone wainscot (foundation cladding)**
- **Repurposed brick cladding (transition band above foundation cladding)**
- **Fiber cement board lap siding with 4 inch. reveal (primary siding)**
- **Fiber cement half round shingle accent siding (front façade accent siding)**
- **Fiber cement staggered edge panel accent siding (bay window accent siding)**
- **Fiber cement trim, fascia, and soffit**
- **Composite windows**
- **Asphalt shingle roofing**

The proposed fiber cement siding has a demonstrated durability in the high elevation climate and is proposed at historically appropriate dimensions. Some additional exterior materials need to be specified on the plans. Staff requests feedback from the Commission regarding using both stone and brick as cladding material in a horizontally stacked application. While both of these materials are used throughout the historic district and the repurposing of the historic brick is encourage, both of these materials are typically not applied as they are proposed with this application. Staff would be more comfortable with the stone as the foundation cladding material and the brick used as an accent cladding only in specific areas, such as surrounding the deck supports and the stairs. Does the Commission agree?

Staff recommends the following Conditions of Approval, to be met prior to issuance of a Building Permit:

- **Deck railing materials shall be specified on the final plans and approved by the Planning Director.**
- **Roofing material and color shall be specified on the final plans and approved by the Planning Director.**
- **Colors shall be specified from the 2016 Historic Color Guide and approved by the Planning Director.**

- **The final plans shall only specify stone as the primary foundation cladding material, with brick used as an accent cladding in specific locations.**

Complies with Conditions of Approval.

13. Policy: Windows

Windows are some of the most important character- defining features of most structures. They give scale to buildings and provide visual interest to the façade's or elevation's composition. Distinct window designs often define many historic building styles. They were commonly inset into relatively deep openings or they have surrounding casings and sash components with substantial dimensions. These cast shadows that significantly contribute to the character of the building.

Traditionally, buildings of the same type had common window-to-wall proportions. This helped contribute to the sense of continuity in the neighborhood. This ratio of open surfaces (windows and doors) to enclosed surfaces (walls) of the building exterior should be similar to that seen in the NHL District area. The ratio of the height-to-width of door and window openings also should be compatible with buildings found traditionally in this treatment area.

A. Windows should be of a traditional size and relate to a pedestrian scale.

- 1. Windows should be simple in shape, arrangement and detail.*
- 2. Unusually shaped windows, such as triangles and trapezoids shall be considered as accents only and limited to one per building façade or elevation.*
- 3. The number of different window styles should be limited.*

B. The window-to-wall ratio should be similar to that seen on comparable historic buildings in the treatment area.

- 1. Large surfaces of glass are inappropriate on residential structures and shall not be allowed.*
- 2. If necessary, divide large glass surfaces into smaller windows that are in scale with those seen traditionally.*

C. Windows with vertical emphasis are encouraged.

- 1. A general rule is that the height should be twice the dimension of the width.*
- 2. Windows with traditional depth and trim are preferred.*

D. The placement and grouping of windows shall be similar to that seen historically.

E. Windows should be finished with trim elements similar to those used traditionally.

- 1. Divided lights should be formed from smaller muntins integral to the window. True divided lights may be used. Pop-in muntins are inappropriate.*

F. Skylights should be limited in number and size.

- 1. Skylights should be located in areas that minimize visibility, not break or penetrate a ridgeline, and be limited in number.*
- 2. Skylights shall be sized in proportion to the roof area, but should not cause excessive light spill. Light fixtures within the skylight should also not cause light spill.*
- 3. Tubular daylighting devices may be used but should be limited in number.*

There are several types of windows proposed, but the majority of the windows are vertically oriented, single-hung windows that are well spaced, providing for an appropriate solid to void ratio. The primary façade features a bank of three (3) single-hung windows in the bay window, a vertically oriented single-hung window on each side of the second story primary façade, and two (2) square gliding windows in the lower level. The primary façade also features a singular circular accent window underneath the gable, which is acceptable. The only non-vertically oriented windows are located on the south façade and in the lower basement level, some below finished grade. The two (2) proposed skylights for the lower level on the front deck will not be visible from the street. There are not any large expanses of glass proposed. **Complies.**

14. Policy: Doors

A door, which is often an important character-defining feature, gives scale to a building and provides visual interest to the composition of a building's primary façade.

A. Maintain the traditional pattern of doors along streets and alleys.

- 1. All buildings that face the street should have a well-defined front entrance.*
- 2. Openings should be similar in location, size and type to those seen traditionally. The entrance should be at, or near, grade level.*
- 3. A garage door should be designed to minimize the apparent width of the opening.*
- 4. The material and detailing of garage doors should be utilitarian, to be compatible with nearby sheds when located on an alley, or detailed as part of the building if located on the front.*

B. Doors should be designed and finished with trim elements similar to those used traditionally.

The front door is proposed to be located facing the street and well defined through a covered porch on the front deck, and is shown as a 2/3 divided light door. Staff recommends that the amount of glass in the front door and adjacent windows be reduced to less than 1/2 light to be more historically appropriate.



15. Policy: Utilities

Utilities that serve properties may include telephone and electrical lines, ventilation systems, gas meters, fire protection, telecommunications and alarm systems.

A. Minimize the visual impacts of utilities and service equipment.

- 1. Provide adequate space for utilities that does not abut the public right-of-way.*
- 2. Locate utilities in the rear of a property when feasible and screen them from major pedestrian routes.*
- 3. Minimize the visual impacts of vents and exhaust hoods by integrating them into the building design and finish to match the adjacent surface.*
- 4. Vents for direct-vent fireplaces shall not be installed on the building front and should be finished to match the adjacent surface.*
- 5. Screen from view rooftop appurtenances, such as mechanical equipment and antennas.*

No utility information is specified with this application, as is typical with this preliminary phase of the design and planning process. Staff recommends a Condition of Approval that prior to issuance of a Building Permit, utility information shall be specified on the final construction plans and comply with Policy 15. Utilities. **Complies with Condition of Approval.**

16. Policy: Energy Conserving Design

Using energy conserving designs that are also compatible with the historic character of the community is encouraged. Any project proposing to use active or passive solar energy should be energy efficient in design. The conservation of all resources should be a primary concern.

A. Consider solar designs on the structure.

1. Integrate glass areas for energy collection into the overall building design. Design glass areas to be a composition of windows similar in character to those seen traditionally, rather than a large continuous surface of glass.

2. Avoid blocking the solar and view exposures and minimize glare onto neighboring properties.

3. Roof-mounted panels shall not extend above the ridgeline. They shall be integrated in the structure and as flush with the roof pitch as possible. Solar shingles or laminated solar panels are preferred.

Staff finds that all sides of the home are specified to have an appropriate amount of glazing to achieve passive solar gain, without creating an inappropriate solid to void ratio. **Complies.**

Questions for the Commission

1. Does the Commission support the proposed residence's massing and number of modules?
2. Does the Commission find the proposed structure is appropriately ornamented, and a product of its own time?
3. Does the Commission support staff's recommended Conditions of Approval?

Recommendation

Staff has evaluated this application for compliance with Chapter 17.44 of the Leadville Municipal Code and the Residential Infill Design Guidelines and Standards. Pending the Commission's responses to the questions above, staff finds the proposal is substantially in compliance. Staff recommends the Historic Preservation Commission recommend the City Council approve the Certificate of Appropriateness for the Ross-Ricketts Single-Family Dwelling Infill Residential, PL-2023-008, located at 304 W. 7th St., along with the attached Findings and Conditions.

Recommended motion: *"I move the Historic Preservation Commission recommended the City Council approve the Ross-Ricketts Single-Family Dwelling Infill Residential, PL-2023-008, located at 304 W. 7th St., along with the attached Findings and Conditions."*

CITY OF LEADVILLE

**Ross-Ricketts Single-Family Dwelling Infill Residential
Stevens and Leiter Subdivision, Block 52, W. ½ Lot 2, Lot 3
Certificate of Appropriateness
PL-2023-008**

FINDINGS

1. The proposed structure is a product of its own time and place.
2. The proposed structure is compatible with the size, scale, texture and color of the existing structures in the area.
3. The unique historical and visual appearance of Leadville, as it exists at the present, will be honored and protected in so far as possible.
4. This approval is based on the staff report dated **August 8, 2023** and findings made by the City Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the City of Leadville, and at the hearing on the project held on **August 8, 2023** and **August 15, 2023** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the City of Leadville.
2. If the terms and conditions of the approval are violated, the City, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop work order requiring the cessation of work, revoke this permit, or require removal of any improvements made in reliance upon this permit. The payment of any costs incurred by the City related to enforcement actions related to violations of this permit shall be the sole responsibility of the applicant and shall constitute a lien on the property.
3. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the staff report and application.
4. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the City. A certificate of occupancy or certificate of compliance will be issued only in accordance with the City's planning requirements/codes and building codes.
5. **Prior to issuance of a Building Permit,**
 - a. **deck railing materials shall be specified on the final plans and approved by the Planning Director,**

- b. roofing materials and colors shall be specified on the final plans and approved by the Planning Director,**
- c. exterior paint colors shall be specified from the 2016 Historic Color Guide and approved by the Planning Director,**
- d. utility information shall be specified on the final construction plans and comply with Policy 15. Utilities, and**
- e. the final plans shall only specify stone as the primary foundation cladding material, with brick used as an accent cladding in specific locations.**

ROSS/RICKETTS RESIDENCE

304 W 7th STREET
LEADVILLE, CO 80461

SHEET INDEX:

- A1.0 COVER SHEET & NOTES
- A1.1 SITE PLAN
- A2.0 MAIN FLOOR PLAN
- A2.1 SECOND FLOOR PLAN
- A3.0 FOUNDATION PLAN
- A3.1 ROOF PLAN
- A4.0 FRONT & REAR ELEVATIONS
- A4.1 LEFT ELEVATION
- A4.2 RIGHT ELEVATION

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PROJECT:
ROSS/RICKETTS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461

SHEET TITLE:
COVER SHEET

LANDMARK

HOME AND LAND COMPANY INC.
FINANCING & MATERIALS FOR OWNERS/BUILDERS
Phone: 800-830-9788 Fax: 800-964-2821
www.LHLC.com

JOB NO:
23-11

DRAWN BY:
MJF

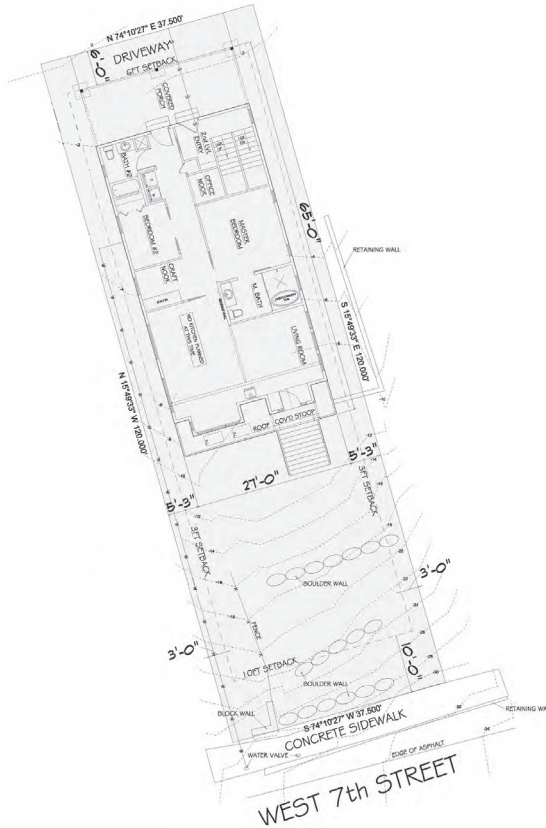
DATE:
06/12/2023

ENGINEER:

OWNER CURRENT ADDRESS
JACQUELYNN ROSS & CHRISTOPHER RICKETTS
1636 S ROSEMARY ST
DENVER, CO 80231

SHEET NO:
A1.0

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION



SITE PLAN
SCALE: 1" = 10'

LOT SIZE = 4,500 SF
TOTAL FOOTPRINT OF HOME, CARPORT, PORCH & STAIRS = 1,749 SF
TOTAL LOT COVERAGE = 1,749 SF / 4,500 SF X 100% = 38.9%
OPEN SPACE PERCENTAGE = 61.1%

PROJECT:
ROSS/RICKETS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461

SHEET TITLE:

SITE PLAN

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JOB NO:
23-11

DRAWN BY:
MJF

DATE:
06/12/2023

ENGINEER:

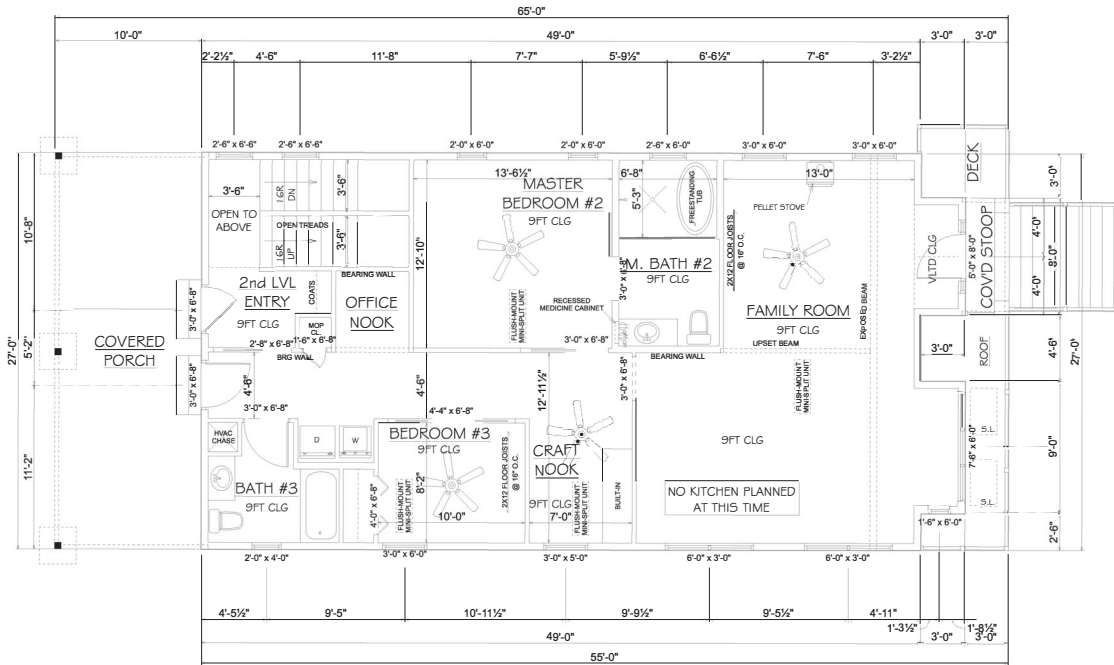
SHEET NO:
A1.1

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION

ALL WINDOW SIZES ARE
ROUGH OPENING SIZES
UNLESS OTHERWISE NOTED.

WINDOWS SHALL BE TEMPERED GLASS OR MULTI-LAYERED
GLASS OR GLASS BLOCK OR WINDOW SYSTEMS HAVING A
FIRE PROTECTION RATING OF NOT LESS THAN 20 MIN.
GLAZING FRAMES MADE OF VINYL SHALL HAVE WELDED
CORNERS, METAL REINFORCED IN THE INTERLOCK AREA.

THIS IS NOT AN ADU



MAIN LEVEL: 1,374 SF
SECOND LEVEL: 1,151 SF
LOWER LEVEL: 1,177 SF
TOTAL: 3,702 SF

COVERED PORCH: 270 SF
COVERD STOOP: 24 SF

MAIN FLOOR PLAN

SCALE: 1/4" = 1'

PROJECT:
ROSS/RICKETTS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461
SHEET TITLE:
MAIN FLOOR PLAN

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JOB NO:
23-11

DRAWN BY:
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DATE:
06/12/2023

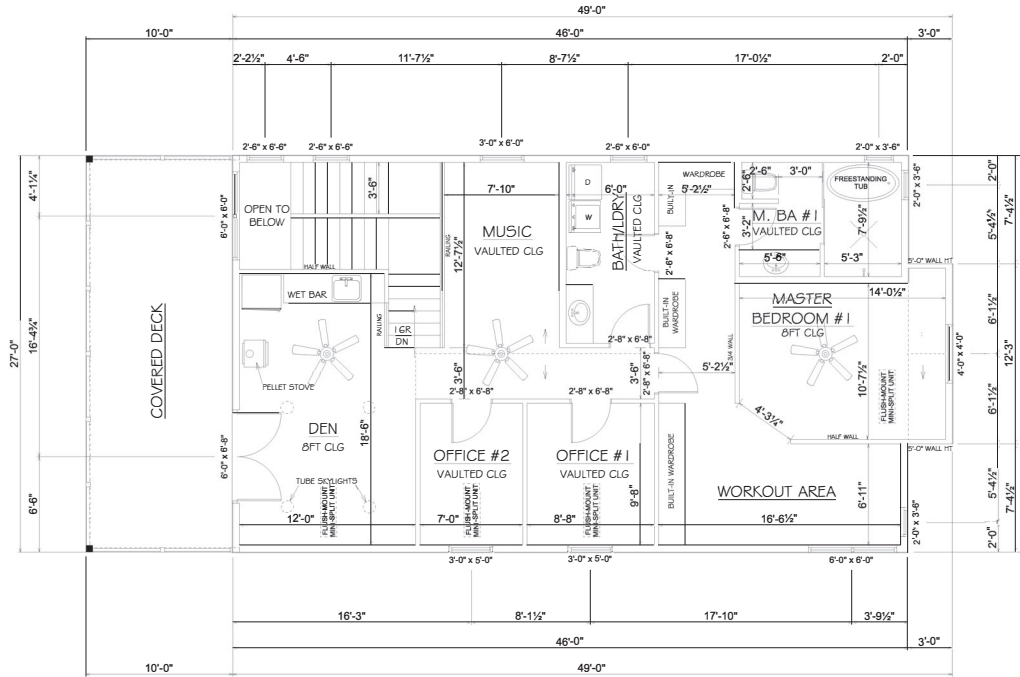
ENGINEER:

SHEET NO:
A2.0

**ALL WINDOW SIZES ARE
ROUGH OPENING SIZES
UNLESS OTHERWISE NOTED.**

WINDOWS SHALL BE TEMPERED GLASS OR MULTI-LAYERED GLASS OR GLASS BLOCK OR WINDOW SYSTEMS HAVING A FIRE PROTECTION RATING OF NOT LESS THAN 20 MIN. GLAZING FRAMES MADE OF VINYL SHALL HAVE WELDED CORNERS, METAL REINFORCED IN THE INTERLOCK AREA.

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION



SECOND FLOOR PLAN

SCALE: 1/4" = 1'

PROJECT:
ROSS/RICKETTS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461
SHEET TITLE:
SECOND FLOOR PLAN

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JOB NO:
23-11

DRAWN BY:
MJF

DATE:
06/12/2023

ENGINEER:

SHEET NO:
A2.1

**ALL WINDOW SIZES ARE
ROUGH OPENING SIZES
UNLESS OTHERWISE NOTED.**

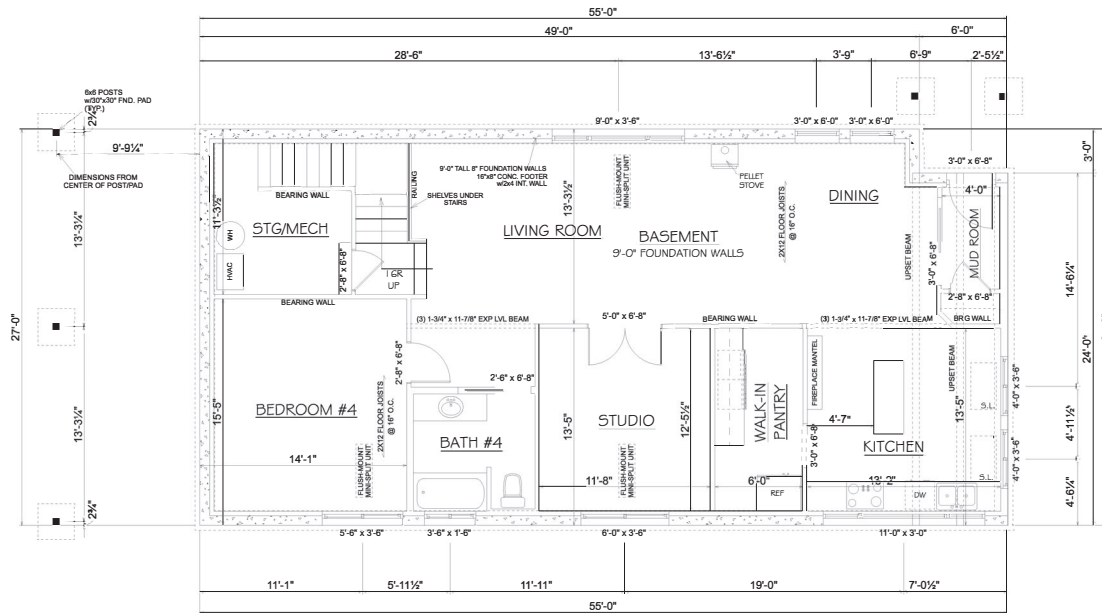
WINDOWS SHALL BE TEMPERED GLASS OR MULTI-LAYERED GLASS OR GLASS BLOCK OR WINDOW SYSTEMS HAVING A FIRE PROTECTION RATING OF NOT LESS THAN 20 MIN. GLAZING FRAMES MADE OF VINYL SHALL HAVE WELDED CORNERS, METAL REINFORCED IN THE INTERLOCK AREA.

FIREPLACES WITH GAS APPLIANCES ARE REQUIRED TO HAVE THE FLUE DAMPER PERMANENTLY FIXED IN THE OPEN POSITION AND FIREPLACES WITH LPG APPLIANCES ARE TO HAVE NO "PIT" OR "JUMP" CONFIGURATIONS.

WATER HEATERS TO HAVE A MIN. OF 2 STRAPS TO RESIST HORIZONTAL DISPLACEMENT. USE A MIN. OF 3/4" X 24 GAUGE STRAPS WITH 1/4" X 3" LAG BOLTS ATTACHED DIRECTLY TO THE FRAMING.

BASEMENT TO BE
CONDITIONED

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION



FOUNDATION PLAN

SCALE: 1/4" = 1'

PROJECT:
ROSS/RICKETS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461
SHEET TITLE:
FOUNDATION PLAN

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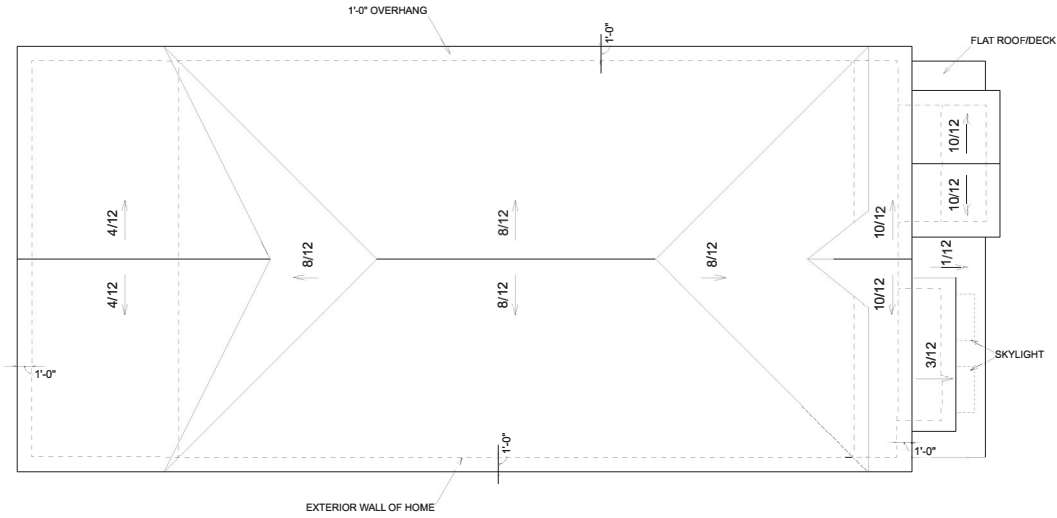
DATE:
06/12/2023

ENGINEER:

SHEET NO:
A3.0

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION

ATTIC TO BE UNCONDITIONED
UNLESS SPECIFIED OTHERWISE



ROOF PLAN

SCALE: 1/4" = 1'

PROJECT:
ROSS/RICKETTS RESIDENCE
304 W 7th STREET
LEADVILLE, CO 80461

SHEET TITLE:
ROOF PLAN

LANDMARK

HOME AND LAND COMPANY INC.
FINANCING & MATERIALS FOR OWNERS/BUILDERS
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JOB NO:
23-11

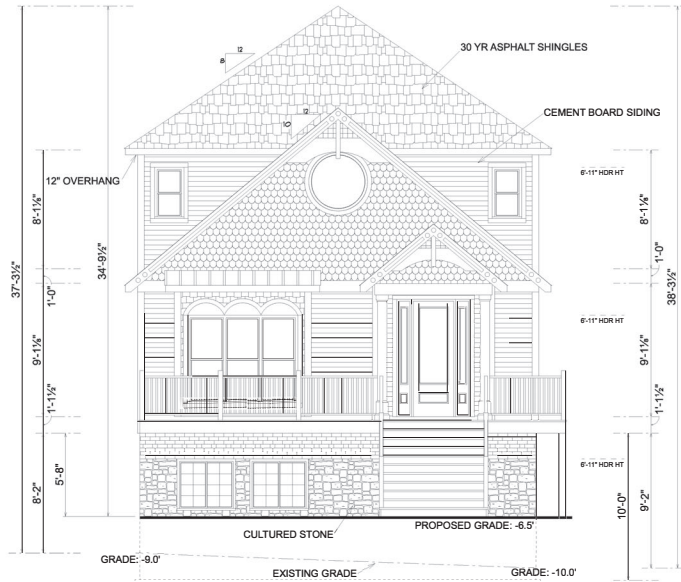
DRAWN BY:
MJF

DATE:
06/12/2023

ENGINEER:

SHEET NO:
A3.1

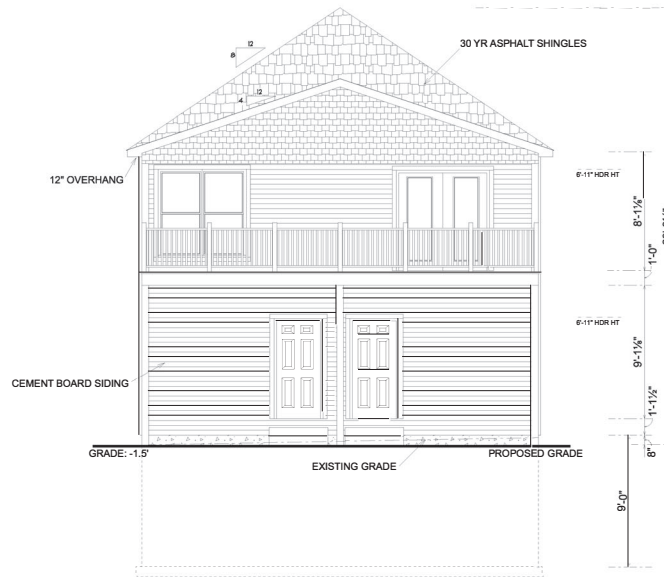
APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION



FRONT ELEVATION

SCALE: 1/4" = 1'

AVERAGE DISTANCE FROM GRADE TO ROOF PEAK:
 $(29'-9 \frac{1}{2}" + 38'-3 \frac{1}{2}") / 2 = 34'-0 \frac{1}{2}"$



REAR ELEVATION

SCALE: 1/4" = 1'

PROJECT:
 ROSS/RICKETTS RESIDENCE
 304 W 7th STREET
 LEADVILLE, CO 80461
 SHEET TITLE:
 FRONT & REAR ELEVATIONS

LANDMARK

HOME AND LAND COMPANY INC.
 FINANCING & MATERIALS FOR OWNERS/BUILDERS
 Phone: 800-830-9788 Fax: 800-964-2821
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JOB NO:
 23-11

DRAWN BY:
 MJF

DATE:
 06/12/2023

ENGINEER:

SHEET NO:
A4.0

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION

AVERAGE DISTANCE FROM GRADE TO ROOF PEAK:
 $(29'-9 \frac{1}{2}" + 38'-3 \frac{1}{2}") / 2 = 34'-0 \frac{1}{2}"$



LEFT ELEVATION
 SCALE: 1/4" = 1'

PROJECT:
 ROSS/RICKETTS RESIDENCE
 304 W 7th STREET
 LEADVILLE, CO 80461

SHEET TITLE:
 LEFT ELEVATION

LANDMARK

HOME AND LAND COMPANY INC.
 FINANCING & MATERIALS FOR OWNERS/BUILDERS
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JOB NO:
 23-11

DRAWN BY:
 MJF

DATE:
 06/12/2023

ENGINEER:

SHEET NO:
 A4.1

APPRAISAL AND BUDGETING PLANS, NOT FOR CONSTRUCTION

AVERAGE DISTANCE FROM GRADE TO ROOF PEAK:
 $(29'-9 \frac{1}{2}" + 38'-3 \frac{1}{2}") / 2 = 34'-0 \frac{1}{2}"$



RIGHT ELEVATION

SCALE: 1/4" = 1'

PROJECT:
 ROSS/RICKETTS RESIDENCE
 304 W 7th STREET
 LEADVILLE, CO 80461
 SHEET TITLE:
 RIGHT ELEVATION

LANDMARK
 HOME AND LAND COMPANY INC.
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JOB NO:
 23-11

DRAWN BY:
 MJF

DATE:
 06/12/2023

ENGINEER:

SHEET NO:
A4.2



Site Plan Google Maps Overlay:
House with rear deck/carport (yellow lines)

Street View: Before



Street View: After









Written Statement to the Leadville Historic Preservation Commission

Kaati Ross, owner of 304 W. 7th St., Leadville CO

kaatirossdenver@gmail.com

303-476-8670

Why we ❤️ Leadville:

We are a multi-generational family who love Colorado!

We have been considering moving to a smaller mountain community for many years. On our wish list we wanted to find a community that was down-to-earth, not too chic or high-end; we wanted a place where we felt we would fit in, a place not politically extreme, a place with access to healthcare, and place not too far from Denver where we own a home and have a business office. Importantly, we wanted a place that wasn't hot and crowded. We believe Leadville is the perfect place to settle and get to know people. Our hobbies include making music, weaving, hiking with our dogs, paddleboarding, gardening, antiques, and volunteering. We hope there will be opportunities to participate in community volunteering and to truly become a part of Leadville. We don't want to have a vacation home in Leadville. We plan to spend most of our time here (Maybe we'll take a couple warm weather breaks in the winter, though.)

I've been interested in Colorado history since childhood. I've been to many small museums and homesteads. From seeing Doc Susie's actual medicine satchel at the Cozens Ranch House Museum in Fraser to drinking fresh cider from a press in the root cellar at the Hornbek Homestead in Florissant, I have seen and enjoyed many historic sites in Colorado. For a local history nerd like me, Leadville is a treasure trove! I am thrilled that Leadville is a National Historic District and is dedicated to keeping the history of this place alive and flourishing. It would be devastating to see Leadville go the way of so many other Colorado communities with sprawl, unsightly architecture, and no sense of time or place. I believe the work of the Historic Preservation Commission is vitally important to the future of Leadville.

I visited Leadville as a child. My family camped at Turquoise Lake, and my uncle (a serious rockhound) took us crystal hunting. Leadville is part of our Colorado family history. It will be a privilege to be able to call Leadville our home.

The design philosophy behind our New Build Design:

Since the initial home design that we presented to the HPC last year, we have done a complete re-design based upon feedback we received from Chapin LaChance. The original design was two and a half stories plus a cellar. Due to the nature of our lot, that design would have towered over the street and would have overwhelmed the adjacent dwellings. During a conversation with Chapin, the idea was floated to move a large portion of the house underground and to build a false façade that would give the overall impression of a smaller less imposing home that visually steps back from the street. Working with our home designers, we've created what we believe is a beautiful design that fits into the narrative of the historic district in Leadville while still maintaining a unique aspect. We have worked to consider all the residential infill guidelines in designing our home.

We designed a multi-generational home that will be comfortable for myself, my husband, my mother, and elderly stepfather. The main floor is designed to be ADA compliant and is on one level with the hope that it will be a convenient place for my parents to age in place. The guest room on their floor would be able to be used for a live-in nurse if necessary (One reason we chose this property in Leadville is for the proximity to a hospital.)

Because of the shape of the property and sharp drop off where previous retaining walls have failed, we are unable to locate the house in such a way that we can have a full-sized parking structure in the rear of the building without being too far forward on the lot which would cause us to exceed height allowances and block neighboring views. Instead, we've designed a rear deck which will provide partial coverage for our vehicles.

Working within the height allowances posed a challenge because the height is calculated by the average of the current lot dimensions and grade, not how the land will be when it is levelled and graded to make building possible. Because of the sharp drop-off in the front of the lot, extra care was taken to place the home on the lot in a spot that would allow us to have the basement windows above ground for better lighting. From the rear of the house appears to be a two-story home. From the front at street level, it should also appear to be two stories. Only when ascending the walkway in the front yard should the 5 feet of exposed basement wall come into view.

Despite the many changes to the original design, the exterior design of the house still mimics the pre-existing structure and landscape on the property in several ways:

- 1) The pre-existing structure had a cellar that was not visible from the street level. We intend for the basement level to be barely visible from street level both because of steep pitch of the lot but also because we would like to raise the grade by a couple feet in the front of the house to level out the upper portion of the terraced yard.
- 2) The entry steps are on the right side of the front façade.

- 3) The façade front roof is peaked at the front.
- 4) The most prominent front window is divided into three panes.
- 5) The brick cladding for the basement will be made from bricks that are on the property both under the house and in the old retaining walls. It seems there was an older brick house on the property at some point in time. We'd like to excavate and use as many of those bricks as is possible.

We've attempted to create a house plan that is not ostentatious, would fit in with the surrounding environs, doesn't dwarf the surrounding buildings, and is pleasant to the eye. While trying to emulate the historic feel of Leadville we have also kept in mind the HPC's mandate that the home should appear to be from its own time not an exact historical replica.

The exterior design incorporates windows in the style and dimensions referenced in the residential infill guide and a clearly delineated and visible front porch entry. After a suggestion from the study session with the HPC earlier this year, we extended the front porch roof to the edge of the steps.

To provide light in the basement while still maintaining a traditional appearance from the street, we've created a faux front porch to the left of the covered front porch entrance. In reality, the left side of the front porch is a pitched roof with skylights that will allow us to have a well-lit basement kitchen. A railing will extend from the front door to the edge of the steps to keep people from walking onto the roof and skylights. The roof and skylights will be completely hidden from street view due to the steep pitch of our lot and the decorative railing on the front of the porch.

The included aerial views indicate that the home would not obstruct corridor views as it does not come farther forward than other homes on the street.

The mass and scale of the building is meant to have the same visual impact as other homes in the historic district while also providing a great deal of interior space. The home is 27 feet wide which will keep it within the allowed setbacks for the property which is a 1 ½ lot (37 ½ feet wide) property.

The utilities are currently located at the rear of the property, and it would be our intention to keep them at that location. The redesign of the home did minimize the amount of passive solar heat we will be able to utilize to heat the home, but we've designed an HVAC system that is heavily reliant on the newest most efficient, low-energy heat pump heating systems (brochure enclosed.) For the coldest days, we would have supplemental heating from pellet stoves on each floor. We plan to install tankless water heaters and radiant floor heating in the bathrooms. Our goal is to find a way to incorporate solar energy using solar roof tiles on the hip roof section in the future, but we have placed our first focus on utilizing efficient energy systems.

The colors we have chosen are inspired from an inspiration photo of a Victorian style home:



The siding will be 5.25 inch (4 inches exposed) narrow, paintable cement board siding (brochure enclosed). We will use shake and half round siding as accents. The roof will be asphalt shingles. The color of the roofing has not yet been determined as we will need to see

the samples with the paint colors in situ before deciding, but we are leaning towards the traditional red asphalt shingles that we have seen on many of the older homes in Leadville.

Our hardscape landscape design plan includes three rebuilt retaining walls creating three terrace areas in the front yard as well as stairs at the street level. The retaining walls would be composed of local granite of a size and shape similar to what is already found on the property. Gently pitched walking paths would switchback on each terrace. We would like to plant native plants and grasses and a small kitchen garden.

Additionally, with permission, on each side of the home, we would like to change the grade in to create sloping side yards with entry and exit stairs using outer retaining walls. The grade would remain the same on the property lines. We would like to have the recessed area be a sort of extra-large window well for the basement rooms plus a useable outdoor space including an enclosed side yard for our dogs. This would be similar to what is pictured below, but only four feet wide. The proposed grades in relation to the existing grade are pictured on our elevation plans. The front yard (streetside) would be higher than the side yard at the side door entrance with steps coming down to access the side entrance.



The major theme with this house is historically appropriate exterior appearance while creating a comfortable interior with modern amenities. We hope that the time we've spent considering and then reconsidering each aspect of the design comes through in what we are presenting to you.

Thank you again for your consideration and your service on the HPC board!

Sincerely,

Kaati Ross & Family

Additional Caveats and considerations:

- Currently the home is designed as a single-family home, but we hope to separate the main floor from the top floor and basement and add a kitchen to the main floor at such time that the zoning density rules change to accommodate that revision. We've designed the home so a future rezoning would allow my parents to have a separate apartment on the main floor. Even further out, we've designed the home so that future owners can make the basement a separate apartment and use the main floor and second floor as a primary residence. We realize the current layout is unorthodox, but my mom didn't want to live in a basement!
- Our lot has evidence of previous retaining walls that have slowly disappeared and slid down the hillside. As such, the existing grade is not the historic grade of the lot. We'd like to rebuild those walls thus reverting the shape of our lot to what it was previously.

LEADVILLE CITY
COUNCIL

Request at the August 15, 2023 Regular
Meeting for referral of measure to the
November 2023 Ballot



REQUEST

This is our community's opportunity to share the tax burden of renovation, operation, maintenance, and replacement of Lake County Aquatic Center (LCAC) with visitors.

Please consider referring a measure to the November 2023 Ballot asking voters if the City of Leadville should increase sales tax one quarter of a percent (.25%), changing the total sales tax collected in the City from four percent (4%) to four and one quarter percent (4.25%).

A quarter of a percent (.25%) increase in sales tax or 25 pennies on a \$100 purchase within the City of Leadville would generate an increase of approximately \$245,000 per year.

Funders want to see a plan for operating support before granting capital support.

BACKGROUND

Past operations of the aquatic center have failed due to a lack of sustainable income.

- In 1972, The Lake County voters approved a bond issue that included a swimming pool for community recreation and education. After 25 years of service the pool was closed in 2000 due to major water leaks and aging equipment.
- After several years of community group initiatives and a \$800,000 renovation, Lake County signed an intergovernmental agreement (IGA) in 2003 with Lake County School District to operate and maintain the swimming pool for 25 years.
- December 12, 2020, Lake County closed the Lake County Aquatic Center (LCAC) as there was water leaking forming a big bubble between the aluminum shell and liner of the pool.
- April 21, 2021, Lake County Government permanently closed the aquatic center.

SURVEY RESULTS

LCAC has been closed since December 12, 2020, and community members have asserted that an aquatic center is a critical community need.

- Findings Report: Lake County Parks, Recreation, and Open Space Survey (2021), an aquatics/swimming facility was ranked the most important Parks and Recreation facilities/infrastructure to Lake County households. Swimming lessons were the highest-rated program.
- PROS Master Plan Survey Results Key Themes (2021), under improvements, an aquatics center was listed as the facility that would be used the most and was the top improvement that individuals would be most willing to fund.
- Pb Swims conducted a survey in 2021 with a 6.07 margin of error. We found that 94% of respondents are willing to pay taxes to maintain and operate a public pool. 95% reported they would likely support a ballot initiative for a public swimming pool.
- Magellan Strategies presented results from a community survey commissioned by the Lake County School District (LCSD) at a June 12, 2023 Board of Education Meeting reporting 58% of respondents are more likely to vote yes on a bond issue to renovate LCIS if renovation of LCAC is included.

CAPITAL PROJECT

- It's more cost effective to spend over \$9.9 million in total audit-recommended aquatic and building improvements over the next 10 years than to spend \$24 - \$36 million and wait 10 - 15 years (at best) for a new facility.
- Lake County School District is considering a bond issue for the 2023 ballot to renovate Lake County Intermediate School and LCAC.
- Pb Swims is raising \$2,995,000 to renovate LCAC. The following items are required to reopen and safely operate LCAC: swimming pool replacement, Americans with Disability Act (ADA) upgrades, and heating, ventilation, and air conditioning (HVAC) upgrades.
- Pb Swims has \$27,000 specifically designated for swimming pool capital improvements.
- Per a Recreation Advisory Board vote on November 3, 2021, approved by Lake County Commissioners (BOCC), \$130,000.00 of Conservation Trust Funds (CTFs) have been designated for the Aquatic Center.
- In 2023, the estimated balance for the Recreation Replacement Fund is \$333,092.00. Fund shall be used to save for replacement of the rubber and turf at Community Field and for Aquatic Center upgrades and repairs per Lake County Resolution 16-32.
- In 2021, Lake County taxpayers paid for \$45,070.54 of required upgrades that brought the mechanical room up to code. Costs will continue to increase the longer our community waits to renovate.

OPERATIONS

- Public pools do not turn a profit.
- Pb Swims members have investigated how other similar-sized communities successfully operate and fund similar types and similar-sized aquatic centers.
- We have visited private athletic clubs to research pool costs and operation policy and procedures.
- Pb Swims has studied the taxpayer funded 110% Group's Cost Recovery Analysis.
- Pb Swims has studied 2004 through 2020 financial reports taken from Lake County's website.
- The average annual cost to operate the aquatic center from 2005 to 2020 was \$109,794.56.
- Pb Swims is working toward its 501C3 non-profit status and in the meantime is fiscally sponsored by Lake County Community Fund.
- Annual estimated operating costs range between \$218,000 - \$433,000.

CALL TO ACTION

Please take this opportunity now and refer a sales tax initiative to the ballot to fund renovation, operation, maintenance, and eventual replacement of LCAC.

Residents of Leadville are working class people of action. It's time to vote how we want our tax dollars spent and address the urgent need for a local space to learn and practice the lifelong and life saving skill of swimming.

Thank you very much for your consideration.



AGENDA ITEM #10F

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: August 15th, 2023

SUBJECT: Tabor Opera House Preservation Foundation & City of Leadville DOLA (Department of Local Affairs) EIAF (Energy and Mineral Impact Assistance Fund) August 2023 Grant Submission Approval

PRESENTED BY: Sarah Dae, Tabor Opera House Executive Director

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that the council move to approve an official motion action for the submitted Department of Local Affairs grant as required in the application for funding consideration towards 2024 rehabilitation efforts of the City's building the Tabor Opera House.

II. BACKGROUND INFORMATION:

Sarah Dae & Tabor Opera House Preservation Foundation (TOHPF) board member Nan Anderson met with City Administrator Laurie Simonson and Mayor Labbe in the spring of 2023 and again in June of 2023 to discuss the foundation preparing a grant submission for the August Department of Local Affairs Energy and Mineral Impact Assistance Fund (EIAF) 2023 grant submission to continue exterior rehabilitation efforts for the Tabor Opera House in the summer construction season of 2024 & potentially 2025.

The TOHPF has successfully administered and monitored grant submissions and reporting for the past five years of rehabilitation efforts that have resulted in over \$2.6 millions in funds raised to complete the four brick masonry rehabilitation efforts of the exterior envelope of the Tabor Opera House.

In anticipation of continuing the progress the TOHPF set out a bold and robust scope of work to tackle in 2024 should it be awarded funding. This year the TOHPF has already submitted a grant to the State Historic Fund in April of 2023 to kick-off this effort and was awarded \$250,000 for this project scope in June of this year. An additional grant for \$150,000 was submitted to Colorado Preservation Inc. In June of 2023 with anticipation of award notice in fall of 2023.

The next grants to be submitted for this effort include a grant to DOLA for \$1,000,000 EIAF grant in the August round. Furthermore, the TOHPF is looking at the CDOT revitalize main streets grant and a DOLA revitalize Main Streets grant to complete the 2024 (and potentially 2025) scope of work which includes:

- Front west elevation storefronts wood and window rehabilitation, 2nd story balcony, and upper cornice to the front façade.
- Utility work from HWY 24 to vacated St Louis to stub in new water, sewer, and storm water systems in anticipation of future interior rehab phases

III. FISCAL IMPACTS:

The fiscal impact of this would be working closely with city staff during the administration of the reimbursement requests with DOLA should the grant be awarded in the amount of \$540,000-\$1,000,000 during the 2024 construction season.

Please note Sara Dae has an MOU between the TOHPF and the City of Leadville to report, monitor and seek reimbursements on behalf of the City of Leadville and our joint venture of the rehabilitation efforts for the Tabor Opera House. All existing grants are in good standing with reimbursement checks coming in quarterly.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council move to approve the City of Leadville's grant submission for the final exterior rehabilitation efforts of the Tabor Opera House in the construction season of 2024 to the Department of Local Affairs for the August 2023 EIAF grant round.

VII. COUNCIL OPTIONS:

1. Move to approve the City of Leadville's grant submission for the final exterior rehabilitation efforts of the Tabor Opera House in the construction season of 2024 to the Department of Local Affairs for the August 2023 EIAF grant round.
2. Move to deny the City of Leadville's grant submission for the final exterior rehabilitation efforts of the Tabor Opera House in the construction season of 2024 to the Department of

Local Affairs for the August 2023 EIAF grant round.

3. Table consideration of the motion and provide direction to staff.

VIII. PROPOSED MOTION:

“I move to approve the City of Leadville’s grant submission to the Department of Local Affairs for the August 2023 EIAF grant round.”

IX. ATTACHMENTS:

1. DOLA Grant Application 8/1/2023
2. 2024 TOH (Tabor Opera House) Project Budget & Scope



FY 2024 Cycle 23-11 EIAF Tier I/Tier II and Special Initiatives Funding Application

Local Government/Organization: Leadville, City of
Status: Accepted
Filed On: 2023-08-01T09:20:57
Filed By: SARAHDAE41
Reviewed On: 2023-08-02T20:17:33
Reviewed By: ACUE
Reviewer Notes:

Application Overview

You are **required** to work with your Regional Manager prior to completing your application. The DOLA Grants Portal will only be opened for your community to apply upon approval from your Regional Manager.

The Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the states share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

Requests in this Cycle 23-11 may be for:

EIAF Tier I: up to \$200,000 with a 1:1 match

EIAF Tier II: over \$200,001 and up to \$1,000,000 with a 1:1 match

Climate Resilience Challenge: up to \$5,000,000 with a 25% match for implementation, 10% for planning

Main Street LIVE: up to \$1,500,000 with a 25% match for implementation, 10% for planning

More Housing Now & Land Use Initiative: up to \$2,000,000 with a 25% match for implementation, 10% for planning

Tier I award notifications are anticipated in early October. All other application presentations are scheduled for late October 2023 with funding decisions anticipated in early November 2023. For more information and additional documentation on the EIAF program including the three special initiatives, please go to the program website at <https://dlg.colorado.gov/energy-mineral-impact-assistance>

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: Leadville, City of

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: Laurie

Middle Name:

Last Name: Simonson

Suffix:

Role:

Mailing Address: 800 Harrison Ave

Address 2:

City: Leadville

State: CO

Zip Code: 80461

Phone #: 719-486-2092
Email Address: cityadmin@leadville-co.gov

3. Responsible Administrator (will receive all mailings) for the Application:

Honorific:
First Name: [Laurie](#)
Middle Name:
Last Name: [Simonson](#)
Suffix:
Role:
Mailing Address: [800 Harrison Ave](#)
Address 2:
City: [Leadville](#)
State: [CO](#)
Zip Code: [80461](#)
Phone #: [719-486-2092](#)
Email Address: cityadmin@leadville-co.gov

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

a. Name

In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.

[Greg Labbe](#)

b. Title

[Mayor of Leadville](#)

c. Street Address

[800 Harrison Ave](#)

d. City

[Leadville](#)

e. State

Please use the two-letter abbreviation

[CO](#)

f. Zip

[80461](#)

g. Phone

Use xxx-xxx-xxxx format

[719-207-2072](#)

h. Email Address

lvmayor@leadville-co.gov

C. PROJECT DESCRIPTION

a. What funding opportunity are you applying for?

Select from drop down menu

[EIAF Tier II](#)

b. Project Title

Begin the project name with your community name. Example: "Monte Vista Project Name", "Lincoln County Project Name".

Tabor Opera House West Fasade Phase III Final Exterior Rehabilitation

c. Amount requested

* The amount requested should equal the Grant Request Total line in the project budget attached in Section M.

1,000,000

d. Matching Funds

1,000,000

e. For public potable water and public wastewater projects only

Are you willing to discuss any portion of your match being a DOLA loan (5% interest & up to a 20-year term)?

No

e.1 If yes, please enter total loan amount requested

e.2 Desired term of loan

f. Describe the problem, opportunity or challenge that resulted in the request

(1,000 character limit)

The total project cost for the 2024 Exterior Project is \$2.6M in the following two severable and scalable components: West Exterior Facade Storefronts, Balcony and Lower and Upper Cornices for \$1080K and Utility Connections and Associated Site Work for \$1520K. A DOLA contribution of \$540K towards the 2024 West Exterior Facade Project Components would be matched by \$540K through a \$250K secured grant from State Historical Fund plus \$290K of Reserved Historic Tax Credits already held by the Foundation. For the Utility Connections portion of the 2024 Project, a \$460K DOLA contribution would be more than matched by a combination of private fundraising estimated at \$200K, and a planned CDOT grant of approximately \$860K to complete that project component budget.

g. Describe the project scope of work

Describe the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county etc. If this is a broadband planning or middle mile implementation project, describe how it supports last mile expansion. Please be specific to the project. (1,000 character limit)

A contributing building to the Leadville National Historic Landmark District, the Tabor Opera House (TOH) has become a beacon for historic preservation, downtown revitalization, heritage tourism, and revival of arts and culture. Following three previous construction seasons, this 2024 project will complete the final elements of the exterior envelope rehabilitation, including the street level entrance, balcony, storefronts, and upper metal cornice - all critical deficiencies on the main street-facing elevation. Addressing these urgent items will help preserve the historic fabric, improve functionality and enable the reactivation of the street-level retail spaces. The scope of this phase includes halting water infiltration and preserving architectural integrity. Additionally, the project scope includes new connections for water, sewer, and storm sewer utility systems to the building. These systems are critical as we prepare for the interior rehabilitation in a subsequent phase.

h. Will the project be undertaken in a wetlands or flood hazard area?

No

h.1 List flood plain maps/studies reviewed. Describe alternatives considered. (500 character limit)

i. Local priority

If more than one application from the same government (1 of 2, 2 of 2, etc.)

1

j. Supporting documents

Upload any supporting documents (studies, plans, preliminary reports, schedules, letters of support, etc.) as a single PDF document.

[Download](#) DOLA- TOH 8.1.23 Application Supporting Material.pdf



The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

a. Demonstration of need

Why is the project needed at this time? (1,000 character limit)

The project is included in the Lake County and City of Leadville Comprehensive Plans, and as a project is ranked first as a key contributor to economic development, cultural enrichment, and downtown revitalization. This project is rooted in the City's efforts to save a crucial part of our history. Since Colorado Preservation, Inc (CPI) "Most Endangered Places" alert, valiant efforts have pulled the building back from the precipice. This began with the City's acquisition from the former private owners in 2016. drawings for its rehabilitation were developed and efforts were launched towards exterior rehabilitation in 2020. Partnering with the National Trust for Historic Preservation, a market and feasibility study identified preferred use and rehabilitation options for the TOH. The results recommended a phased approach. This 2024 project is another critical step towards that vision as we complete the exterior portion of this project, an effort that has been in process since 2020

b. Does this project address the stated need?

Does this project, as identified in this application, **completely** address the stated need? If not, please describe additional work or phases and the estimated timeframe. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (1,000 character limit)

This project scope will complete the exterior rehabilitation of this critical community project. The street-level spaces of the TOH are the most visible and one of the only places in the building that have year-round heat and an accessible entry. The Foundation is developing community engagement spaces that can be leveraged as passive revenue streams for long-term sustainability. Redevelopment of these areas also has the benefit of better activating Harrison Avenue. The 2023 business plan identifies the storefronts as having high potential for further activation even before the comprehensive rehabilitation to increase relevancy and community engagement. Adding new water, fire, sanitary and storm utilities will begin the process of replacing these failing 120-year-old health and life safety systems. This project advances the critical and timely needs of the rapidly deteriorating building, namely on the building's main facade, the most publicly visible exterior element.

c. What are the consequences if the project is not awarded funds?

(500 character limit)

This project will halt water infiltration and preserve the integrity of the building. Prior to any rehabilitation, dilapidated conditions allowed water entry, damaging the building with each snowstorm. This is still occurring at the storefronts, entry doors, lower and upper cornices and balcony. Addressing this work is urgent, as it protects from deterioration that could render the elements unsalvageable, structurally unsound, and unsafe for pedestrians.

E. MEASURABLE OUTCOMES



a. Describe the expected measurable outcomes

How will the project enhance the livability* of your region, county, city, town or community? Examples would include constructing a new water plant to eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center that would provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, hazard mitigation, health and environment)**

(1,000 character limit)

Heritage tourism ranks in the top three priorities for the local strategic and economic development plans of Leadville. Many of these plans promote enhancing cultural offerings to create a vibrant, appealing and diverse local economy. The TOH serves as a critical component in these plans, both as an anchor of historic Main Street, an event space and as a host for cultural events. We continue to provide and build our family-friendly live entertainment as well as our Heritage Tourism in a community where options are very limited. Since 2017, the Foundation has run over 78 public events and 11,400 building tours garnering support and advocacy for our project nationwide, providing local jobs and filling restaurants and lodging. 1,800 individuals took tours in 2022 and 1,043 individuals purchased tickets to performances. We had 3,478 volunteer hours in 2021 and over 2500 hours in 2022. Building upon this momentum, we anticipate the 2023 season will exceed these record numbers.

F. ENERGY EFFICIENCY AND RENEWABLE ENERGY



Applications will be reviewed based on the project's potential to transform both the state and local community's energy portfolio, including considerations of additional renewable energy capacity and/or project type, the energy makeup of the local utility, and historic renewable energy adoption.

a. Energy efficiency

Will this project implement improved energy efficiencies or a strategy that could result in a reduction of the community carbon footprint, increased conservation of energy, or does it capitalize on renewable energy technology?

Yes

a.1 If yes, please describe.

(500 character limit)

Preserving and adaptively re-using a historic building previously threatened with demolition is foundational to sustainable, carbon-neutral buildings and economies. Saving the TOH will reduce material consumption, put less waste in landfills and consume less energy. The rehabilitation is utilizing best practices including the reuse of historic fabric, conservation of existing window glass and wood and measurable reduction of air infiltration.

a.2 If no, please explain.

(500 characters)

b. For energy efficiency and building electrification projects

How much will the project reduce electricity demand per year in kilowatt hours (kWh)? (enter amount)

0

b.1 How much will the project reduce natural gas use per year in therms? (enter amount)

0

b.2 How much will the project reduce other fuel type usage per year?

Please name the fuel type (diesel, propane, etc.) and list the estimated annual reduction. (500 character limit)

Preserving and adaptively re-using a historic building previously threatened with demolition is foundational to sustainable, carbon-neutral buildings and economies. Saving the TOH will reduce material consumption, put less waste in landfills and consume less energy. The rehabilitation is utilizing best practices including the reuse of historic fabric, conservation of existing window glass and wood and measurable reduction of air infiltration.

c. Renewable and Clean Energy planning and implementation projects

Applications must assess the current needs of the community and help move the community or region towards 100% renewable energy and/or increased climate resilience. Renewable energy projects should be part of a community climate action and/or sustainability plan that transitions the current dependence on fossil fuels toward renewable, clean energy sources.

If there is a renewable energy component to your project, please answer the questions below. Projects should advance the 100 percent renewable energy by 2040 goal utilizing specific, measurable outcomes including: energy reduction over baseline (energy efficiency), energy offset over baseline (renewable energy generation) and greenhouse gas reduction over baseline.

What type of technology does the project include? (Select all that apply)

c.1 If other is selected above, please describe

(150 character limit)

c.2 What electric utility serves the project area?

Example: Platte River Power Authority. (100 character limit)

Xcel Energy

c.3 How much is the project estimated to save per year in utility costs? (enter dollar amount)

c.4 For solar and hydro-electric projects

How many kilowatts (kW) of generation capacity will be added from your project? (enter amount)

G. POPULATION & LOCAL EFFORT



a. Current population

Current/most recent conservation trust fund/lottery distribution estimate, [Colorado State Demographer](#) estimate, or a projection based on the communities percentage of overall county population is acceptable.

7,342

b. Five year population projection

7,562

c. Relationship to community goals

Please describe if the project is identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? (500 character limit)

Our community is committed to heritage tourism and is a priority for Leadville's economic development. The TOH is a central "anchor" attraction. Heritage tourism ranks in the top three priorities for our City's comprehensive development. The plans promote enhancing cultural offerings to create a vibrant and diverse economy. For these reasons, the community has repeatedly backed the TOH project with multiple rounds of budget support in recognition of its tremendous role in community development

d. Why can't this project be funded locally?

(500 character limit)

The project has broad support and local investment, but the community has limitations and financial constraints in being able to invest more than a small portion of the project's overall needs. Each year the City of Leadville and Lake County contribute general operational funding to the TOH. Additionally, the Foundation raises \$85,000-\$100,000 in individual donations each year. This critical funding helps operations and keeps the building accessible to the public during rehabilitation efforts.

e. Has this project been deferred because of lack of local funding? If so, how long?

(500 character limit)

For seventy years the TOH was held by a family that lacked the means to allow them to keep up with the necessary maintenance of the building. Almost every aspect of the building seriously deteriorated in the harsh high-mountain conditions over this 70-year period. The scale and phasing of the TOH project could not be done without outside support due to its magnitude, especially given its size and the deterioration of the building following the deferred maintenance.

f. Explain the origin and status of your local cash match

(Note: Whenever possible, local government cash match is on a dollar for dollar match to the award amount.).

Are the local matching funds committed or pending? If pending, when will the status of those funds shift from pending to committed? If funding is awarded and in-kind contributions are included in the project budget, detailed tracking of in-kind will be required. (500 character limit)

The TOH has secured a \$250K grant from the SHF and reserved \$290K in existing historic tax credits, for a total of \$540K in match secured and committed seeking a corresponding DOLA grant to fully fund the 2024 Exterior Facade Components. For the Utility Connections cash match, the TOH has an individual donation campaign underway with a goal of \$200,000 and a planned application to a Colorado Department of Transportation grant program for at least \$860K complemented by a this grant application.

g. Community partners

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how you and your partners are addressing problems across multiple sectors (community, economic, housing, natural resources, etc.) through this project. (1,000 character limit)

Supporters demonstrate the value of the TOH in our community with over \$270,000 raised in individual donations in the past three years! Partners enable us to fully activate this building, bringing much-needed job creation, revitalization, and cultural engagement including City and County provide financial support. The Lake County Community Fund assists us in raising our cash matches. We actively support the Leadville Main Street program, and they help us with events and creating a more vibrant downtown street scene. Visit Leadville and Twin Lakes is another key partner bringing film festivals . Partnering with Lyric Theater of Leadville, we continue dynamic and diverse cultural arts programming. Several of our repeated funders illustrate strong support for the rehabilitation, raising nearly \$3M from funding partners such as Freeport McMoRan, National Trust for Historic Preservation, National Park Service, Gates Family Foundation, El Pomar Foundation, and the State Historical Fund.

h. Tax rate, usage charges, or fees

Have applicant tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

N/A

h.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (500 character limit)

H. READINESS



a. If awarded funds, when can the project begin? (Months)

Tier I awards are made in October with contracts expected in January 2024.

Tier II, Climate Resilience Challenge, Main Street LIVE and More Housing Now & Land Use Initiative awards are made in November with contracts expected in February 2024.

Within 3 months

b. What is the timeframe for project completion?

9-12 months

c. If design or engineering is a component of this project, select the percentage of completion.

100% complete

d. How were project cost estimates determined?

How did the applicant develop project cost estimates? (500 character limit)

This budget is based on estimates provided by the project team currently working on the exterior rehabilitation including a preservation architect and contractor (both who have worked on previous phases and developed the construction documents). The owner contingency of 10% will cover unanticipated scope of work changes that may arise once this stage of rehabilitation is underway. 3 prior exterior construction seasons/phases have been completed within available funds by this same team.

d.1 Is the project supported by bids, professional estimates or other credible information?

Yes

d.1.i Bids/estimates

Please attach a copy of any supporting documents. (PDF Document)

[Download](#) CPI - TOHPF - PLANS Attachment (1) (1).pdf

e. Are any Local, State or Federal permits required before the project can proceed?

If yes, please describe and note the status of permit acquisition. (500 character limit)

The phase III exterior project will require permits with our local CDOT region, Parkville Water, Leadville Sanitation, the City of Leadville, and the Lake County Building Department. We have coordinated all of these requirements and review times into our project schedule.

f. State or National historic registry designation

Is the project on a State or National registered historic building, structure, site, or district?

Yes

f.1 State or National historic registry number

If the project is on the State or National registry, please provide the registry number. DOLA may need to seek a determination of effect from History Colorado and the State Office of Archaeology and Historic Preservation.

Site Number: 5LK.40, National Register: October 15, 1966, Note: History Colorado SHF

f.2 Historical, archaeological, or cultural significance.

Please describe how the project will affect historical, archaeological, or cultural significance of the building, structure, site or district. (500 character limit)

The TOH is a contributing building to the Leadville National Historic Landmark District (one of Colorado's first). The building is one of the most visible commercial structures. It was built by Horace A.W. Tabor, who served as Mayor of Leadville and Lieutenant Governor of CO. He established newspapers, a bank, and the grand Tabor Block in Denver (demolished in 1964). Today, the TOH is still one of the most significant storylines in Colorado's history.

f.3 Attach supporting documents (if applicable)

If on a State or National Register, please upload color photos of the project work areas and a detailed written description of work proposed. The photos and description should include details beyond the general scope of work described above. (Upload photos and description as a single combined PDF document)

[Download](#) DOLA - TOH 8.1.23 Supporting Documents.pdf

I. ENERGY & MINERAL RELATIONSHIP

a. Community energy or mineral impact

Describe how the community is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources. **For example:** "Heavy truck traffic directly related to energy development is impacting County Road X, or "there are X number of oil and gas wells, storage facilities, transfer stations, etc. in the municipal or county boundaries, or a legacy of energy extraction has resulted in environmental issues in the area, or finally, the closure of energy production facilities is impacting the community." (500 character limit)

Since 1878, Leadville, once one of the world's largest silver boom towns, has faced generations of boom-and-bust mining. With a current

population of 7,800, mining still makes up 13% of the county's economy. Today, Climax has a positive economic impact but it is expected to close by 2038. Mining activities have heavily contaminated Leadville and the Ark River. Leadville was added to the EPA's National Priorities List in 1983, with 12 Operable Units (OUs). Recently several OUs were delisted.

J. RESILIENCY CRITERIA

The Energy and Mineral Impact Assistance Program is required to integrate resilience criteria into the program. By bringing resiliency considerations into project planning and implementation, projects should be better poised to benefit a number of sectors (economy, health, infrastructure, etc.), minimize long-term risks, and anticipate or be better prepared to respond to changing conditions faced by Colorado communities.

For clarification or further guidance on how the Resiliency Criteria can be incorporated into projects, visit the [Resiliency Prioritization Criteria](#) section of the [Colorado Resiliency Playbook](#). The [Colorado Resiliency Framework](#) site can also be used to develop a focused approach to incorporate these measures into all, or most projects. Below, please select Yes/No for all of the criteria that can be considered to apply to your project. Project scoring for these criteria is based on whether or not the project proposes to incorporate these long-term resiliency measures into the planning, development and implementation of the project.

a. Adaptive capacity

Yes

a.1 Adaptive capacity

Briefly describe how this project includes flexible and adaptable measures that consider future unknowns of changing climate, economic, or social conditions. (500 character limit)

In working with partners, funders, and our A&E design team, we have incorporated efficient mechanical, electrical, and plumbing systems into our interior rehabilitation plans, which will not only help us reduce costs and improve indoor user comfort but will also provide options for us to be more flexible and reduce our energy and impact on the changing climate. Completing this phase of the project in 2024 ensures we leverage efforts and cost savings now without further and increased impacts.

b. Co-benefits

Yes

b.1 Co-benefits

Briefly describe how this project provides solutions that address problems across multiple sectors including the community, economic, health and social, housing, infrastructure, and watersheds and natural resources sectors to create maximum benefit. (500 character limit)

This project continues to be a strategic community priority to help address multiple sector problems in Leadville that are both economic and community-focused. Our efforts to rehabilitate and preserve the historic integrity of a vital downtown building envisions a gathering space that fosters arts, culture, and history while bringing economic benefits to Leadville.

c. Risk reduction

Yes

c.1 Risk reduction

Briefly describe how this project reduces risk and vulnerability to people, infrastructure, and natural systems. (500 character limit)

Before the partnership and strong community efforts, the TOH posed human safety risks due to the crumbling building elements and systems. Though we are making strides to remedy these risks, the urgency to continue with the exterior and utility infrastructure work is critical. In addition to stabilizing the last of the untouched exterior building components, this project lays the foundation for new utilities that will guarantee clean water and fire suppression capabilities for the building.

d. Long-term and sustainable

Yes

d.1 Long-term and sustainable

Briefly describe how this project will be able to be maintained by the community over its lifetime, reduces environmental impacts and is an investment that will last for generations. The project looks to the future and creates long-term gains for the community. (500 character limit)

The TOHPF has begun creating an endowment for continued maintenance and upkeep of the building. Each time the project receives historic tax credits, 10-20% are being held back to grow and maintain a funding mechanism to ensure that, once the building is complete, the building will continue to have long-term solid stewardship so again it will not fall into disrepair, and the building can remain an active and stable cultural and economic anchor in the community.

e. Mitigates climate change

Yes

e.1 Mitigates climate change

Briefly describe how the project includes renewable energy components and other solutions to mitigate the effects of climate change as much as possible and move the community or region towards 100% renewable energy. (500 character limit)

Saving the TOH reduces material consumption, puts less waste in landfills and consumes less energy. Our primary energy efficiency upgrades of this work improve the performance through rehabilitation of the historic wood, door and window elements, reducing air intrusion and resealing current gaps and cracks.

f. Socially equitable

Yes

f.1 Socially equitable

Briefly describe how this project solution is inclusive of and addresses the needs of populations and community groups that have been or are disproportionately and negatively impacted by disasters, including social and economic shocks and stressors. The project addresses inequities, removes barriers, and benefits these populations by equitably distributing project-related benefits and providing access or meeting functional needs. (500 character limit)

This project addresses social equity by creating an inclusive environment of diversity, including the significant Hispanic and economically depressed populations. The TOH is a critical component in these plans and offers free vouchers and access when appropriate to tours and shows. There is significant potential to serve diverse audiences as 33% of all Lake County residents identify as Hispanic-American compared to 22% for the State of Colorado.

K. COMPREHENSIVE PLAN AND LAND USE REGULATION PROJECTS ONLY

a. Is this application for a comprehensive plan or land use regulation project?

If no, proceed to Section L.

No

b. Affirm required elements for Comprehensive Plan

The State of Colorado requires local governments to adopt Comprehensive (Master) Plans per C.R.S. 30-28-106 (for counties) and 31-23-206 (for municipalities). When funding comprehensive plans, DOLA **requires** that the following project components be included in the scope of work:

- An inclusive community outreach and engagement plan to ensure participation from underrepresented groups.
- The plan must assess and address housing needs of current and future residents at all levels of affordability. It must include locally-appropriate goals, strategies, and actions to promote affordable housing development. This work must use the best available data (e.g., State Demography Office data or a recent housing needs assessment). When it comes time to consider implementation strategies, jurisdictions may find the Strong Communities [list of Land Use Best Practices](#) helpful in this work.
- Risks of natural and human-caused hazards to life, property, and public resources, and consideration of their impact to vulnerable communities. Include goals, strategies, and/or actions to address and mitigate these hazards (must identify and address all potential hazards as described in the county Hazard Mitigation Plan). Communities may find DOLAs [Planning for Hazards](#) guide helpful in this work.
- In the spirit of the states goal to engage with disproportionately impacted communities (C.R.S. 24-4-109), the plan must use an environmental justice lens, particularly when it comes to the impacts of hazards, resources, and amenities to promote equitable outcomes.
- The plan must address the community water supply and water quality goals. Per C.R.S. 31-23-206(1)(d) and 30-28-106(3)(a)(IV), the community must:
 - Consult and coordinate with local water provider(s),
 - Include water conservation policies, and
 - Identify in the plan water supplies and facilities sufficient to meet public and private infrastructure needs reasonably anticipated or identified in the planning process.

Within the first six months of receiving the grant, awardees must submit a self-assessment, such as the [Colorado Growing Water Smart: Community Self-Assessment](#), to include water supply and demand status and trends, existing water conservation and efficiency goals and policies. Consult the DOLA Land Use and Water Planner before or immediately following award for free technical assistance.

- The plan must include an action plan that prioritizes actions necessary to implement the plan, creates a timeline for implementation, and assigns responsibility for actions.

- And, for municipalities only, a plan for three miles outside municipal boundaries, also known as the three mile plan, per [C.R.S. 31-12-105\(1\)\(e\)\(I\)](#).

The department **strongly encourages** the following:

- Land use code updates: Because the land use code implements a comprehensive plan, a land use code update is strongly recommended to immediately follow a comprehensive plan update.
- Policies and strategies in the comprehensive plan and land use code to plan for the aging demographic of the community.
- Policies and strategies to address energy efficiency, reduce greenhouse gas emissions, and increase the use of renewable energy sources where applicable.
- Intergovernmental agreement(s) (IGA) with neighboring jurisdiction(s) to cooperatively plan for areas of mutual interest (e.g., three-mile areas). In addition, the IGA will address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service providers/special districts, as applicable.

We agree to include the Department of Local Affairs required elements for Comprehensive (Master) Plans as identified above in addition to [C.R.S. 30-28-106](#) (for counties) and [31-23-206](#) (for municipalities) in the project scope of work.

No

b.1 If no, explain why the required elements will not be included in your project scope of work.

For example, recently completed tasks or plans listed above would be incorporated into the comprehensive plan by reference. (500 character limit)

L. HIGH PERFORMANCE CERTIFICATION PROGRAM (HPCP) COMPLIANCE



For new facilities, additions and renovation projects only. NOTE: If your project will use 25% or more in state funds, then some form of HPCP compliance most likely applies to your project.

Colorado Revised Statutes (C.R.S. 24-30-1305.5) requires all new facilities, additions, and renovation projects that meet all of the following criteria to conform with the High Performance Certification Program (HPCP) adopted by the Office of the State Architect if:

- The project receives 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable); **and**
- **The new facility, addition, or renovation project contains 5,000 or more gross square feet** (NOTE: this includes all phases of project work, e.g., if one phase covers 3,000 square feet and another covers 2,000 square feet then each phase must comply, however, square footage not conditioned for human occupancy, such as an equipment shed, is excluded); **and**
- **The building includes or will include an HVAC system; and**
- **Only in the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.**

Projects that meet the above criteria are required to complete and submit the [DOLA checklist](#). Please visit DOLA's HPCP web page at [High Performance Certification](#) or contact your DOLA Regional Manager.

a. HPCP applicability

Is the applicant seeking 25% or more of state funds (from any/all state funding sources and in aggregate across all project phases, if applicable)?

a.1 If yes, complete the remainder of this section.

a.2 If no, the project does not meet the HPCP requirements and the DOLA checklist does not need to be completed and proceed to Section M.

Yes

b. HVAC details

Please select the type of HVAC system for this project.

N/A

c. Project type

Please select the type of construction project.

Renovation

c.1 Square footage in excess of 5,000 square feet

Is the building square footage (new construction and/or renovation) 5,000 SF or more?

Yes

c.2 Building square footage

What is the building square footage; indicate whether the square footage is new, renovation, or both? (500 character limit)

Total square footage is 25,000. This phase addresses final exterior work to the west facade and addition of exterior utility connections to prepare for future interior renovations and hence no usable square footage is addressed by this current 2024 project. Since the project addresses 0 square foot of the Tabor Opera House's 25,000 interior square foot, and the TOH does not presently have an HVAC system and will not at the conclusion of this of this 2024 Exterior Renovation Project.

d. For renovation projects only, does the cost exceed 25% of the current value of the property?

Yes

d.1. What is the current property value?

Current property value is determined on the assessed or appraised value.

600,000

d.2 What is the total project cost for the renovations?

2,600,000

e. Does this project meet the HPCP criteria?

If you answered to questions a and b, then your project likely meets the HPCP applicability criteria and you **must** complete the HPCP registration form and preliminary checklist and upload below. (See the DOLA HPCP web page for registration and checklist form.)

No

e.1 HPCP registration form and checklist

Please upload the HPCP registration and checklist form from <https://cdola.colorado.gov/high-performance-certification-program> in an Excel format.

Download

f. Third party verification

Have you included any costs in the budget for this grant application for third party verification to comply with the High Performance Certification Program?

No

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third party verification/certification. (500 character limit)

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?

No

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need. (500 character limit)

M. FINANCIAL INFORMATION (CURRENT YEAR) & BUDGET

Please download and complete an Applicant Financials & Budget Template with the lead agency information as well as any co-applicants on this application. The Applicant Financials Template is on the DOLA website under Forms and Resources tab at <https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf>.

a. Financial Information Upload

Please upload the completed Project Financials & Budget in an Excel format and name it: <Organization>Financials.xls. Example: "LincolnCountyFinancials.xls"

Download EIAF TOH 2024 Exterior Project Budget 8.1.23xls (1).xls

N. TABOR COMPLIANCE

a. Voter authorization

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations?

Yes

a.1 If yes, please explain

(500 character limit)

The City of Leadville held a Ballot Initiative to debruced and it was passed on November 7th, 2017 in the regular 2017 election. The ballot language permitted the City of Leadville to retain and spend the City revenues derived from any and all sources in the excess of the spending or other limitations set forth in Article X, Section 20 of the Colorado Constitution and in section 29-1-301 of the Colorado Revised Statutes to be used for any and all municipal purposes.

a.2 If no, please respond below.

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

No

b. Affirm Local Government Attorney has confirmed this TABOR statement

Yes

O. OFFICIAL ACTION



a. Date of official Board, Council or Commission action

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

08/15/2023

Applicant:	City of Leadville
Project Name:	Tabor Opera House West Fasade Phase III Final Exterior Rehabilitation
Applicant Contact:	Sarah Dae execdirector@taboroperahouse.net, Laurie Simonsonundefined cityadmin@leadville-co.gov
Date:	8/1/2023

EIAF Application Project Budget						
Project Expenses		Project Revenues & In-kind				
Budget Line Items (Examples: architect, engineering, construction, equipment items, contingency, etc.)	Total Cost	State Funds	Other Funds	In-Kind: <i>Must be approved by DOLA prior to application.</i>	Other Fund Source	Funding: Committed (C) or Pending (P)
2024 Exterior Project Storefront/Lower Cornice/Balcony/Upper Cornice	\$ 1,080,000.00	\$ 540,000	\$ 540,000		SHF (Committed), Historic Tax Credits (Committed),	
Utility Connections and Associated Site Work to vacated St Louis & HWY 24	\$ 1,520,000.00	\$ 460,000	\$ 1,060,000		Individual Donations \$200,000 (\$70,000 Committed and \$130,000 Pending), CDOT Grant Application \$860,000 (Pending)	
Contingency: Enter amount in column B to the right or if no contingency, briefly explain here:						
0%						
Total/Sub-Total	\$ 2,600,000	\$ 1,000,000	\$ 1,600,000	\$ -		
TOTAL	\$ 2,600,000	\$ 2,600,000	NOTE: Total Project Expenses <u>must equal</u> Total Revenues & In Kind			
			NOTE: Add/delete expense rows as necessary			
	% Match State	38%	% Match Local	62%		

Applicant Financials

In the column below labeled "Lead Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Co-applicant", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

Complete items "A" through "M" for ALL project types

	Lead Applicant	Co-Applicant:	Co-Applicant:
A. Assessed Valuation (AV) most recent year	\$ 42,447,951		
B. Total Mill Levy	18.900		
C. Property Tax revenue generated (mill levy x AV / 1,000)	\$ 802,266		
D. Sales Tax rate	2.90%		
E. Sales Tax Estimated annual revenue	\$ 3,400,000		
F. General Fund budgeted revenue	\$ 5,830,528		
G. General Fund budgeted expenditures	\$ 5,830,528		
H. General Fund balance December 31st of previous yr	\$ 3,253,892		
I. Portion of General Fund which is Unassigned ^^	\$ 2,193,094		
J. Total budgeted revenue (all funds)*	\$ 8,274,830		
K. Total budgeted expenditures (all funds)*	\$ 8,274,830		
L. Total fund balance (all funds)*	\$ 3,658,676		
M. Total outstanding debt (all funds)*	\$ 1,198,353		

* Sum of General Fund and all Special or Enterprise Funds

** Include total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificates of participation and other debt instruments).

^^ Unassigned fund balance - Amounts that are available for any purpose; these amounts are reported only in the general fund and have not been committed by resolution, ordinance or contract and have not been budgeted for an intended purpose. Click on the link below for GASB Fund Balance definitions. https://gasb.org/page/showpdf?path=FBR_Fact_Sheet.pdf

Projects Managed through Special or Enterprise Funds

For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), please complete items "N" through "R".

Identify the relevant Special or Enterprise Fund > > >			
N. Special or Enterprise Fund budgeted revenue			
O. Special or Enterprise Fund budgeted expenditures			
P. Special or Enterprise Fund outstanding debt**			
Q. Special Fund Mill Levy (if applicable)			
R. Special or Enterprise Fund balance December 31 st of previous year			

** Include the total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificate of participation and any other debt instruments).

For Water and Sewer projects only, please complete items "S" through "U"

	Water	Sewer
S. Residential tap fee (charge to establish service)		
T. Average residential monthly user charge (Divide sum of annual residential combined revenues by 12 and then divide by the number of total taps served)		
U. Number of residential taps served by lead applicant		



TABOR OPERA HOUSE

FURNANS



TABOR OPERA HOUSE

LOUNGE

WATER MAIN
REPAIRS
BY
MAY 1908



TABOR OPERA HOUSE

CLUB ROOMS
HERMITAGE'S RYE WHISKEY
IMPORTED CIGARS A SPECIALTY IMPORTED ALE & BEER
Kaiser Beer on Draught Imported

ACCOMMODATIONS

Fast Stop

Shell





Historic Structure Assessment
Tabor Opera House Leadville, Colorado

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 1 - West Façade. The west façade's centrally located main entry with fanlight window is marked by the projecting balcony above. Two storefronts flank the main entry, commonly referred to as the north and south stores. Masonry and window rehabilitation work on this elevation was completed in 2021. The goal of this proposed project is to rehabilitate the storefronts, central main entry with balcony, lower decorative storefront cornice, and upper decorative sheet metal cornice. This work represents the completion of the work on the west façade.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Images 2 (above) & 3 (below) North Storefront. The scope of work for this project includes preserving all wood trim elements around the storefront windows and columns by removing the build-up of paint. Loose and peeling paint will be removed. Open cracks or joints in the woodwork will be filled with a sealant or caulk, following examination for any signs of wood decay or loss of connection, such as rusted nails. Where in good condition, damaged wood will be repaired with Dutchman repairs or wood filler. Where wood trim is deteriorated beyond repair, it will be replaced in-kind, matching existing historic profiles. The decorative storefront cornice will be rehabilitated, including adjustments to return it to its original horizontal orientation; the deteriorated metal cap flashing will be replaced.



Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Images 4 – North Storefront – Partial view of entry. Entry doors will be preserved by patching damaged or missing wood with a Dutchman repair or wood filler. Existing hardware will be removed for repairs; non-historic and broken components will be replaced. Code compliant compatible hardware will be provided, where required. The existing t&g wood flooring is in poor condition and will be replaced in-kind or with tile plank flooring that appears similar to wood but can stand up to the harsh elements in Leadville, following consultation with the SHF Historic Preservation Specialist and CPI staff. The historic cast iron threshold will be retained.



Image 5 - North Storefront – Partial view of south side. Treatments similar to those described for Image 3 will be carried out. The storefront windows and trim, doors, decorative storefront cornice, and balcony will be painted in an historic period-appropriate paint scheme.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 6 - North Storefront – View of north end. The alligatored and peeling paint will be removed from the wood trim. Where the wood is close to grade, a paintable water-repellant wood preservative will be applied. Where a sealant or caulk is required to fill open cracks or joints in the woodwork, a high quality exterior primer will be applied. Storefront windows will be checked for secure attachment to the window frames; wood stops will be replaced as required.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 7 – Central Main Entry and Balcony Above. The main entry door does not meet ADA requirements due to its narrow width. New doors will be provided that match the recessed panel layout of the existing doors. The existing lighting around the fanlight window and below the balcony represent safety hazards due to exposed and deteriorated wiring. The lighting will be replaced with code compliant and concealed wiring (where possible) for improved safety. The replacement decorative lighting will be similar in effect to the existing. The ornamental plaster arch above the fanlight window will be painted along with the balcony, decorative cornice, and storefront windows and doors.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 8 – Central Main Entry with semi-circular transom above. The decorative lighting around the fanlight window poses a safety hazard due to the condition of the exposed wiring. Loose and peeling paint will be carefully removed from the ornamental plaster arch and keystone and then repainted as part of the historic paint scheme for the building.



Image 9 - South Storefront – Partial view of north side. Paint is missing from the wood trim. Wood close to grade is especially in poor condition due to moisture infiltration. Trim will be replaced in-kind, matching historic profiles.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 10 – South side of Central Main Entry. Wiring serving the decorative lighting at the fanlight window is loose, susceptible to damage, and posing a safety hazard. The wiring will be replaced with concealed wiring, where possible. The downspout and supporting wood blocking will be removed following the rehabilitation of the balcony where a scupper for drainage is planned. A masonry allowance is provided with this project for repairing damaged brick behind the blocking. The brackets supporting the decorative cornice and the underside of the balcony can be seen in this view.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 11 – South Storefront – Partial view of entry. Entry doors will be preserved by patching damaged or missing wood with a Dutchman repair or wood filler. Existing weatherstripping and thresholds will be replaced along with hardware repairs. The glass in the doors will be checked for secure attachment with wood stops replaced as required. The existing patched encaustic tile has settled due to insufficient support. It has caused a safety hazard, eliminating the frequent use of these storefront doors. The entry floor will be replaced with a new concrete subfloor that can be finished with encaustic tile closely matching the existing when the south store’s floor is replaced during the future interior rehabilitation project. The historic cast iron threshold will be retained.



Image 12 - South Storefront – Partial view of south side. Treatments similar to those described for Images 3 and 9 will be carried out.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 13 – South Storefront – Close-up of column base. The poor condition of the wood trim can be seen here. Paint is missing in many locations while in other locations, it is built up, requiring its removal. Wood trim beyond repair will be replaced in-kind, matching historic profiles.



Image 14 – Balcony – South end. This view from a second floor window reveals the condition of the balcony. Loose paint chips have collected on the balcony floor. The wood at the balustrade's bottom rail is likely in poor condition due to moisture infiltration. Deteriorated wood will be replaced in-kind. Balcony components will be checked for secure attachment.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Image 15 – Balcony – North end. Following the removal of the existing modified bituminous sheet roofing, the condition of the underlying wood flooring and balcony framing will be reviewed and replaced where rotted. New single ply membrane roofing will be installed following repairs. The floor will be sloped to an original scupper, located on the east side of the balcony floor.



Image 16 – Balcony – Looking north. The scaffolding allowed a close-up view of the balcony during the rehabilitation of the masonry and windows in 2021. The original wood balustrade cap with separate newel post caps was replaced sometime after images 14 & 15 were taken. The balustrade cap will be returned to its original design.

Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Images 17 (above) & 18 (below) – Upper Sheet Metal Cornice. Rehabilitation of the masonry and windows in 2021 allowed the Project Team to take a close look at the cornice. Significant sagging at the north and south ends was visible, causing open joints and offsets between the individual decorative sheet metal sections. Instead of draining towards the roof, the leaning cornice now sheds water onto the sidewalk below, causing a safety hazard during freezing weather. The wood framing supporting the cornice was investigated and found to be undersized. This project will strengthen or replace the existing framing and straighten the cornice for proper drainage to the roof.



Tabor Opera House - Storefronts, Entry Balcony and Lower & Upper Cornices



Images 19 (above) & 20 (below) – Upper Sheet Metal Cornice. Open joints and rust have developed on this highly ornamental and historically significant entablature. Following documentation of the location of individual sections, they will be removed for repair or in-kind replacement. Joints will be closed and sealed. Rust and bird control devices will be removed. Existing loose paint will be removed by scraping or wire brushing and sanding prior to the application of a primer and finish coats of paint that are in keeping with the historic paint scheme for the building.



Tabor Opera House
West Elevation Sheet Metal Cornice
Forensic Report
Andy Carlson, Heritage A&M
8.26.21

Overview

The Tabor Opera House is a brick masonry building approximately 60' tall on its west elevation, the street-facing façade. At the top of this facade, the Opera House features a sheet metal cornice approximately 50" feet high and extending 32" out from the wall face. The cornice includes 4 large corbels, located at its two ends and at the ends of a 12-foot long bump out in the middle of the building. The central bump out extends approximately 18" from the main wall face, pushing out the sheet metal cornice a corresponding distance and giving it two outside corners. The cornice also includes multiple smaller corbels and a dentil course between the 4 large corbels, along with a variety of other profile details.



The Tabor Opera House, west elevation

Over the summer of 2021, a scaffold was erected on the west elevation of the Opera House to perform masonry and window restoration. Available project funds did not allow the sheet metal cornice to be restored at this time, but the access the scaffold provided allowed the cornice to be examined more closely than previously possible. From this vantage point, even a cursory examination of the cornice revealed at least two major forms of failure.

The first obvious failure is that the bottom edge of the cornice is extremely wavy in the vertical dimension, rising and falling by as much as 2" over the length of the cornice, and especially across the north and south sections of the main wall face (the two sections, that is, which are separated by the central bump out). This irregularity would appear to correspond directly to a settling that has occurred in the masonry, and which runs all the way up and down the height of the building, ultimately tracing back to the failure of 4 timber column bases that help to support the wall. These column bases are being stabilized as part of the 2021 work, which it is hoped—together with a 100% repair and repointing of the west masonry wall—will forestall any future disfigurement of the sheet metal cornice in this direction; more on the column stabilization efforts below.



Waviness of the cornice bottom plate and consequent irregularity of top visible row of bricks

Of greater immediate concern is the second obvious form of failure, which is that the entire cornice, and particularly the four large corbels, has pitched forward and downward over time, opening up some major gaps at the sheet metal seams and giving the appearance that, if this sagging continues, some sort of catastrophic failure of the cornice could be possible. This form of failure is particularly evident in the central bump out section of the cornice.



Cornice bulging and pitching forward, particularly at the central bump out.

In multiple locations, heavy-duty baling wire has been used to tie the sheet metal panels back to the building. The wire is coated with the same paint as the larger cornice, and its placement is rather haphazard, suggesting that the cornice began failing many decades ago, and that previous attempts—albeit of a rather DIY nature—have been made to arrest the sagging of its sheet metal cladding.



Baling wire repairs

In July of 2021, with the scaffolding still in place, A&M Renovations, LLC was commissioned to conduct a forensic investigation of the cornice to determine, 1) how the cornice was constructed, and particularly the details of its internal framing, 2) the nature and cause of the cornice's evident failures, and 3) how these failures might best be most effectively addressed, whether in the short or long term.

On August 5 and 6, 2021, Andy Carlson of A&M performed an onsite investigation of the Tabor Opera House cornice, accessing it both from the building exterior, from the scaffold, and from the building's attic. The results of this investigation follow.

Cornice Construction

The west wall of the Tabor Opera House is composed of brick masonry 3 wythes thick at the base of the sheet metal cornice. A horizontal 2x4 (presumably Douglas fir) takes the place of one course of bricks in the wall's outer wythe; this serves as a base plate for the framing of the lower portion of the cornice. The brick wall then resumes on top of this base plate, extending up approximately another 3 feet. Vertical 2x4's are let into this section of brick of wall with a spacing of 36" on center, providing attachment points for the lower portion of the cornice's metal cladding, which remains more or less flush to the brick wall. This lower portion of cornice framing was observed from the building exterior by peeling back a large sheet metal panel on the north section of the main wall.



Lower cornice framing, with vertical 2x4's let into brick wall

A much better view of the framing of the cornice's upper portion, which juts out from the wall face, was obtained from the building's attic. The exterior brick wall, which narrows to 2 brick wythes thick at the upper section of the cornice, provides bearing for several beams supporting the roof framing, but it stops at the base of these beams, allowing for a view out to cornice between the beams. This gap has been covered with a patchwork of plywood and insulation to reduce air infiltration, but this covering is easily removed. Furthermore, several additional courses of brick were previously removed from a 2' section of the upper wall in the central bump out area, yielding a particularly good view of the cornice framing in this location. This was the primary viewpoint from which the investigation of the upper cornice framing was conducted.



Upper cornice framing details



More upper cornice framing details, including diagonal attachment to ceiling joists below

A diagram of the upper cornice framing is attached at the end of this report, but three points bear special mention.

- 1) In a typical sheet metal cornice from this period, either the roof joists cantilever out from the building to provide the backbone of the cornice framing, or else joist-like outriggers extend back into the building, where they are sistered to the actual roof joists. In the case of the Opera House cornice, however, no horizontal framing members extend back into the building; the cornice, rather, is essentially “surface mounted” onto the face of the masonry wall, creating a hinge point that renders the heavy cornice prone to tipping forward and downward. The only real connection between the cornice framing and building framing is provided by 1x diagonal supports, which tie the cornice framing to the third floor ceiling joists, located below the cornice.
- 2) A sheet metal cornice of this size is typically supported by framing members that are 2x6 or larger. In this case, however—with the exception of the vertical 2x4’s let into the masonry wall, which extend up to the top of the masonry wall, thus providing an attachment point for the upper cornice framing—most of the cornice framing is composed of 1x materials.
- 3) No framing, at all, was observed within 18” of the large corbel located at the north end of the central bump out. The framing (or lack of it) behind the three other large corbels could not be observed, but all are pitched forward and downward, suggesting that they are likely also lacking adequate framing.

Taking these points together, it seems clear the Tabor Opera House cornice was severely under-framed from the beginning. And doubtless, this has contributed to the cornice’s pitching forward over time. At the same time, however, the observations made of the upper cornice framing suggest it has held up surprisingly well over time. Contrary to initial expectations, in other words, it does not appear that the immediate cause of the cornice’s pitching forward either inadequate framing or deteriorating framing

are (with some likely exceptions, as in the case of the large corbels that have pitched forward in the absence of as framing support). Rather, the more immediate cause of cornice's visible pitching forward would appear to be a detachment of the metal cladding from the cornice framing. This form of failure is analyzed in greater detail below, following an analysis of the other major form of cornice failure observed.

Cornice Failure 1: Wavy Bottom Plate

As noted above, the west elevation of the Opera House features 4 major load-bearing columns, which flank 2 recessed entryways on either side of the central bump out. Prior to beginning work on the west elevation, the Project Team noted that the entire masonry wall had sagged 2-3" over these entryways, most notably producing deformations in the window sills above them, on both the second and third floors. When the masons began their work on the west elevation in the summer of 2021, starting at the top of the wall and working down, they observed that this sagging had telegraphed up even higher, all the way to the top of the visible masonry wall, upon which the bottom plate of the cornice rests. With the masons removing every brick on the west elevation and flipping them around before repointing, the decision was made to eliminate the visible sag in the outer wythe of bricks by running string lines and re-installing the brick courses in straight lines. Because, however, the bottom plate of the cornice framing is currently so wavy, and because the weight of the cornice prevented this bottom plate from being moved up or down at this time, the masons were forced to cut their top row of re-installed bricks to size, with the height of these bricks varying by as much as 2".

Also as part of the 2021 work, A&M Renovations has been replacing the 4 deteriorated column bases that caused the initial settling of the wall. The Project Team elected not to try to jack sunken portions of the wall back to their initial height, but rather to stabilize the wall in its current position, with the goal of preventing any further settling.

Taken together, the masonry work and the column stabilization have essentially locked the current waviness of the cornice bottom plate into place. From a structural standpoint, this would not appear to be problematic, since the wall beneath the cornice has now been stabilized. Aesthetically, moreover, the 2-3" of variation in the bottom of the cornice is not easily observed from street level, close to 55' below. Nevertheless, if the cornice is ever restored—which would include temporarily removing all of the sheet metal cladding—the top row of visible bricks should be re-laid, using whole bricks, which would restore the straight line of the cornice's bottom plate.

Cornice Failure 2: Cornice Pitching Forward

Given the obvious pitching forward of the cornice, the Project Team expected to find considerable deterioration of the cornice framing. Surprisingly, however, very little rot or other deterioration was discovered in either the lower or upper portions of the cornice framing. Some water staining could be observed in the 1x skip sheathing forming the roof deck above the cornice, so it is clear that some water infiltration has occurred over time. Nevertheless, this does not appear to have significantly affected the cornice framing, itself, suggesting a high degree of rot resistance in the old-growth Douglas fir used in the cornice's construction. By the same token, very few instances were observed of nails being pulled out and bent, framing members cracking, or other indications of framing failure. Thus, while the cornice was still clearly under-framed from the beginning, and while this has doubtless played some role in its pitching forward, its 1x framing would appear to have performed reasonably well over time.



Water stains on decking and roof members

With this in mind, it appears the main reason the cornice has pitched forward is not so much that the framing has failed, but rather that the sheet metal cladding has pulled away from the framing. Indeed, while precise measurements were difficult to obtain from inside the attic, it appears that gaps as large as 2" have opened up between the framing and metal cladding in the upper portion of the cornice. This conclusion is consistent with the prior attempts made at repairing the cornice: It appears someone recognized that the sheet metal was pulling away from the framing, and therefore tried to tie everything back using heavy baling wire. This form of failure is also somewhat predictable, given that—although some screws can now be observed in the sheet metal, likely the product of earlier repair attempts—historical practice suggests that when the sheet metal cladding was originally installed, it would have been attached to the framing entirely with nails, which are more prone to pull-out than screws.



Of course, to conclude that the observed failure of the cornice lies more with the attachment of the sheet metal cladding to the framing than with a failure of the framing, itself, does not absolve the inadequate design of the cornice framing of ultimate responsibility for this failure: Had the sheet metal had been given more and better attachment points, and particularly if it had been given more robust support at its crown, ideally in the form of some sort of outriggers tied back to the roof framing, the sheet metal presumably would not have been inclined to tip downward and pull away from its framing.

That said, the totality of these observations suggests that the cornice is actually in better shape than the Project Team initially feared. In any case, with the cornice framing having generally avoided severe deterioration, it does not appear that any sort of catastrophic failure is immanent. And while fully repairing and restoring the cornice will still be a major operation, it does not appear that this will require a wholesale replacement of the cornice framing. Rather, a restoration of the cornice could be accomplished through an augmentation of the existing framing, combined with a more robust means of re-attaching the sheet metal to the framing (i.e. screws rather than nails, combined with increased attachment points). And if budgetary considerations should render it impossible to schedule a complete restoration of the cornice anytime in the near future, it should not be difficult to provide a degree of augmentation of the cornice framing from the building's attic, which would provide additional insurance against any sort of catastrophic failure in the short term, as detailed immediately below.

Stabilization Strategy—Short Term

As noted above, some access to the upper portion of the cornice framing can be fairly easily obtained from the attic side by removing the plywood and insulation that have been used to cover the gap between the top of the brick wall (upon which the roof beams rest) and the roof decking (which sit on top of the roof beams). Making use of this gap, it should be possible to retrofit the cornice with some sort of outrigger, such as 2x6 LVL's, that attach to the roof joists on the attic side, while propping up the 1x framing on the cornice side. Given the limited access the gap provides to the cornice side, the propping up would doubtless require some improvisation on the part of the installation crew, such as by pre-attaching shims to the ends of outriggers as needed to support the outermost piece of 1x framing.

While this solution may be imperfect—it may be difficult, for instance, to mechanically attach the ends of the outriggers to the 1x framing—it should be adequate to arrest any further pitching forward of the cornice framing, and especially to prevent any sort of catastrophic framing failure for the foreseeable future.

Repair and Restoration Strategy—Long Term

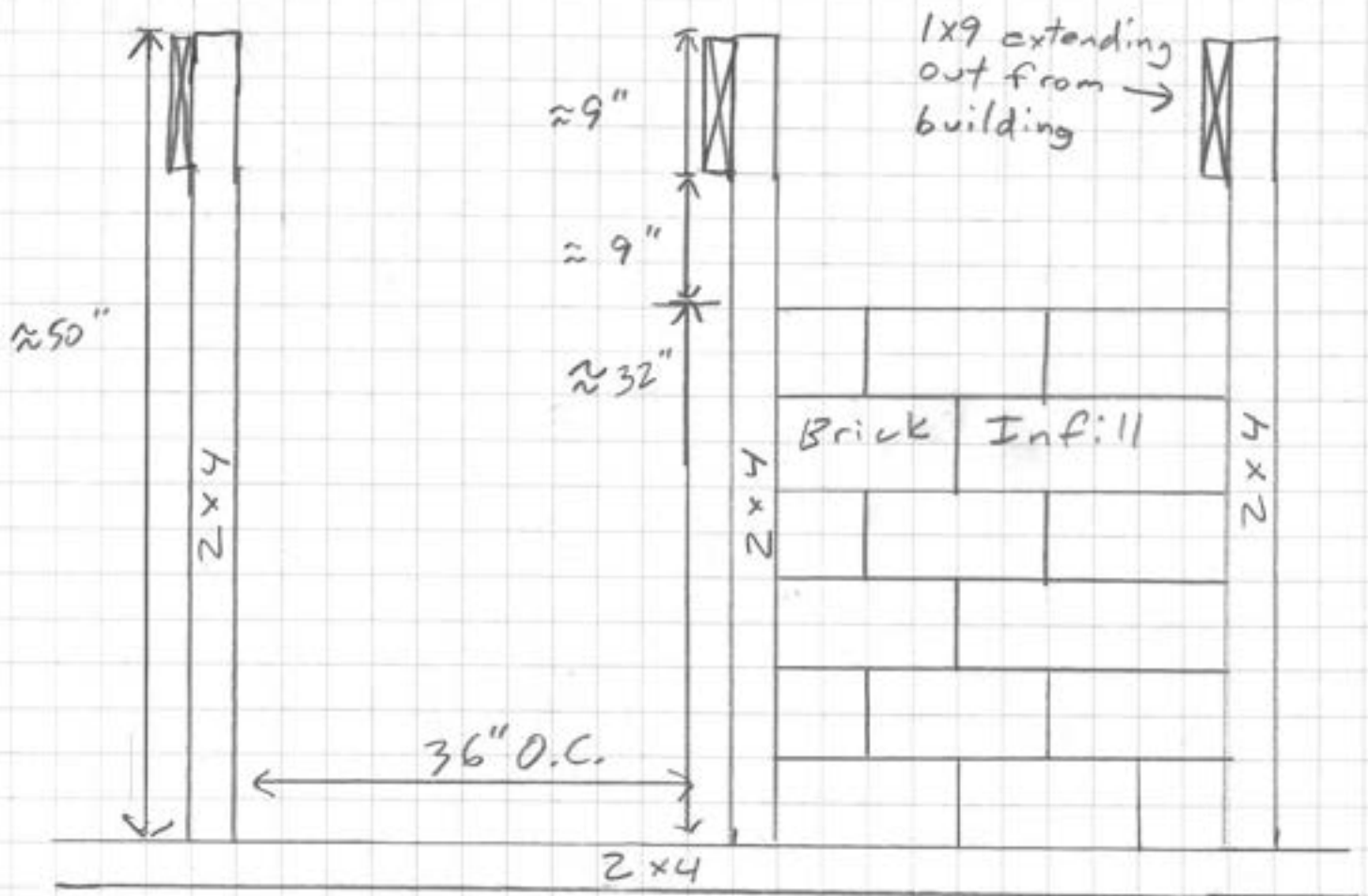
The proper repair and restoration of the cornice will require removing all of the existing sheet metal cladding, repairing it as necessary in a shop environment (to include reconstructing several missing cosmetic components), lifting the cornice framing enough to replace the top row of bricks beneath the bottom plate, repairing and augmenting the framing as specified by a structural engineer, then re-painting and re-installing the sheet metal cladding. This complete restoration of the cornice would provide numerous opportunities for improving its long term performance, such as increasing the number of attachment points for the metal cladding, substituting screws for nails in the attachment of the metal, and utilizing modern coatings and sealants.

In terms of project logistics, a scaffold could be erected to perform this work, but working from one or two boom lifts would likely be more efficient. At various times, this would require a full closure of the sidewalk in front of the Opera House, and the lift would need to be staged in the parking lane of Harrison Avenue, which would require a CDOT permit. That said, a fair amount of the framing augmentation could likely be performed from the attic side, reducing the amount of time required on the lift. As a rough estimate of the time required for the sidewalk and parking lane closures, it would likely take around 3 weeks to remove the metal cladding and repair/augment the cornice framing, during which time the sidewalk and parking lanes would need to be closed. There might then be some down time, when the sidewalk could be re-opened, as the metal cladding was restored, and possibly pre-painted, in the shop. Another 3 weeks of full closures would then be required for the re-installation of the metal cladding. If this work was performed in conjunction with the restoration of the building storefront, during which time much of the sidewalk would have to be closed, anyway, overhead protection could be provided for the workers at street level, and the total amount of time the sidewalk would have to be closed for the west elevation of the Opera House could be minimized.

It should also be noted that the cornice, along with the rest of the building, is covered by a membrane roof that is likely nearing the end of its lifetime. In an ideal scenario, replacement of the roof would be made to coincide with the cornice restoration, which would provide additional access to the cornice framing from the roof deck, while ensuring that the restored cornice was protected by a new roof. If this degree of coordination is not possible due to budgetary or scheduling factors, the roof could nonetheless be replaced in the immediate area of the cornice as the cornice is restored, with the bulk of the roof replacement being performed either before or after the cornice work.

Tabor Opera House

Cornice Framing - Front View



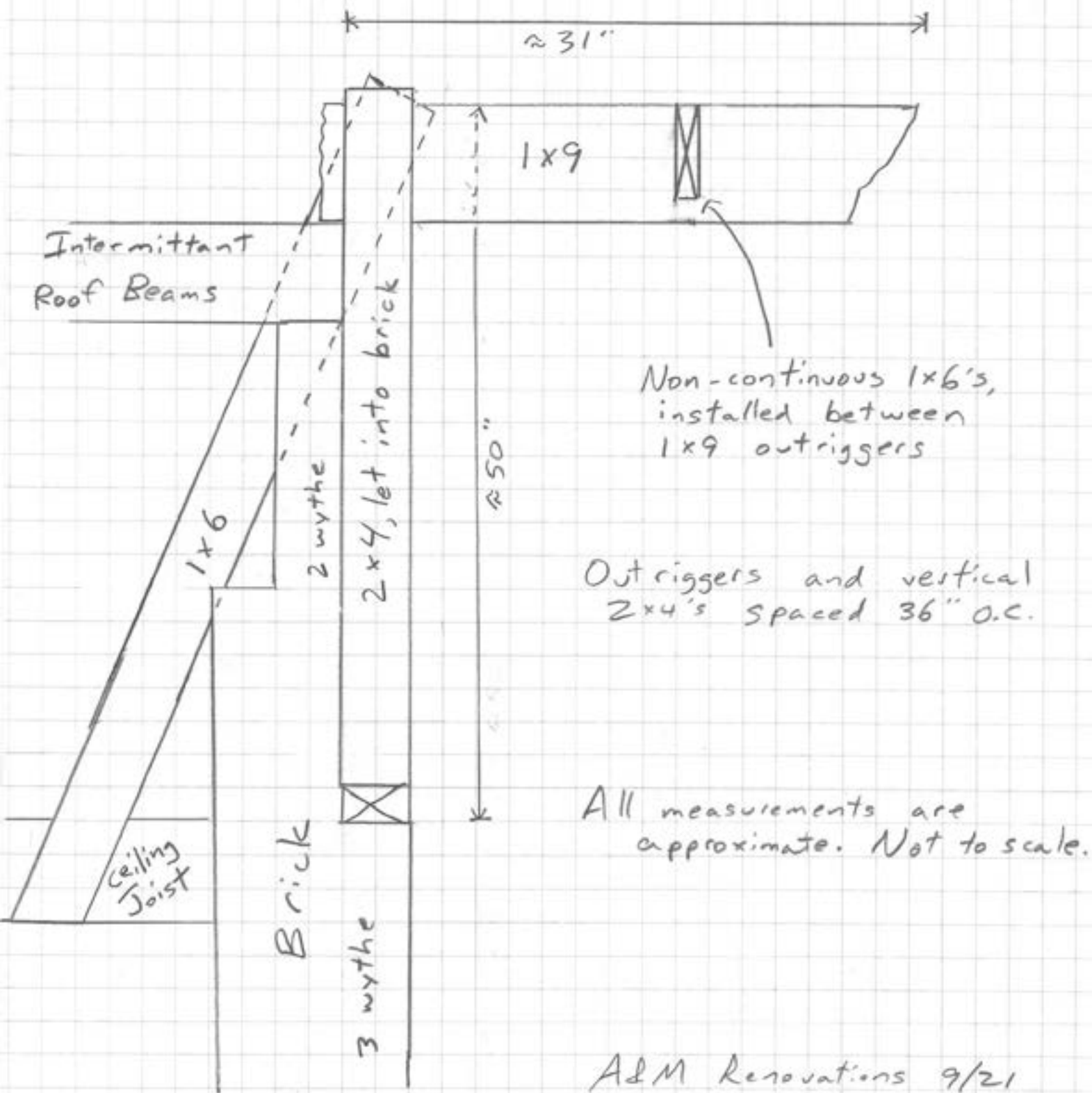
Brick Wall

All measurements are approximate. Not to scale.

A&M Renovations 9/21

Tabor Opera House

Cornice Framing - Side View



THE TABOR OPERA HOUSE

A STORIED PAST WITH A VIBRANT FUTURE

BRIEF HISTORY

Built in 1879, to bring entertainment and culture to a growing, gritty mining town, the Tabor hosted international talent and enjoyed wide acclaim. Oscar Wilde, John Philip Sousa, Broadway actress Kate Claxton, Shakespearean actor Lawrence Barrett, and maybe even Harry Houdini were amongst those who lit up the stage with their talent, wit, music, and memorable stories.

When the Elks bought the building in 1902, they continued the tradition. Evelyn Furman purchased the building in 1955 and saved the theater from demolition. For decades, the building sat as a quiet giant on Leadville's main street, observing the city's ebbs and flows but always sharing some form of magic on the stage. In 2017, the City of Leadville bought the Tabor, to reimagine its vital role in the city's life and legacy.



WHAT WE'VE ACCOMPLISHED SO FAR

- New programming such as the Stories Worth Telling Film Festival and partnership with Lyric Theatre of Leadville
- Restoration of the brick & windows on the west & south facades (2021)
- Restoration of the brick on the east & north facades (to be completed Summer 2023)
- Restoration of the ghost signs on the south & north facades (to be completed Summer 2023)



WHAT'S NEXT: Finishing the Exterior Wall Restoration (2023/2024)

Restoration of the Storefront, Windows & Cornice - \$350,000

- Repair windows & main entry doors
- Restore wood framing & trim
- Stabilize balcony & cornice over front entry
- Repaint

Restoration of the Upper Cornice - \$730,000

- Structural stabilization of wood bracket system
- Repair/replacement of metal cornice elements
- Repaint

Bring New Utilities in from Harrison Avenue - \$1,500,000

- 6" domestic water & fire suppression line
- 4" sanitary line
- Stormwater line
- Mechanical equipment vault @ south side of building (to provide terminus space for water & sanitary lines and future mechanical equipment)

Programs and Operations - \$345,000 Annually

- Annual programming expenses
- Operational, staffing, and administrative gas, electrical, water, and sanitation expenses
- Minor repairs



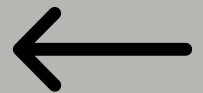
WHY NOW?

The Tabor Opera House has been deemed a National Treasure by the National Trust for Historic Preservation. It has not been remodeled since 1902, and is in dire need of upgrades and repairs. Before the interior rehabilitation can begin, we need to complete the exterior components. We have arrived at a pivotal moment in the building's 144-year history, and we need the support of those near and far to help us protect, preserve and reactivate this piece of Colorado history.

Funding Partners: City of Leadville, Save America's Treasures, National Trust, Department of Local Affairs, State Historical Fund, Colorado Preservation, Inc., Gates Foundation, Freeport-McMoRan Foundation, Lake County, Lake County Community Fund, and YOU!!!

**Be a part of
preserving history today!**

Donate online



Or by check to "Tabor Opera House Preservation Foundation" and mail to:
PO BOX 1004
Leadville, CO 80461

Donations of \$250 or more are eligible for an additional 25% State of CO income tax credit through our Enterprise Zone Status!



LAKE COUNTY BUILD A GENERATION

Building a movement for community health and well-being

7/30/2023

Department of Local Affairs
1313 Sherman Street
Suite #518
Denver, CO 80203

Dear Department of Local Affairs

Lake County Build a Generation is pleased to advocate and support the Tabor Opera House Preservation Foundation (Foundation) as they continue to fundraise and rehabilitate this historic and significant building in Leadville. The efforts to rehabilitate and activate the building for a variety of inclusionary and diverse programming for all members of the Leadville community is critical.

The Foundation is an important community partner for its connections to providing a performing space and art forum for Leadville and the central mountains of Colorado. Their vision is to reinvigorate their summer programming opportunities and are committed to a diverse and equitable organization—one where all people whatever their gender, race, ethnicity, income, languages spoken, national origin, age, sexual orientation or identity, education or disability, feels reflected, valued and respected. This year we have been invited to collaborate as they expand their two weeklong workshop series for the youth of the community with their Tabor Youth Collective program culminating with free public performances.

Through the arts, the Tabor Youth Collective provides an opportunity for students to find their voices regarding critical equity issues of affordable housing, food insecurity, and immigration, to name a few. Lake County Build a Generation runs several community-led initiatives to address the social determinants of health that are impacting our community. Our strengths lie in community-led research and evaluation, action planning, and facilitating group processes. Our partnership with the Foundation allows us to bring the heady topics that we are tackling into a more emotional heart space where people can interact more personally with the topics, something that is integral to change-making.

We look forward to our continued partnership and collaboration for years to come as the Foundation continues the critical work of not only actively programming the usable spaces but ensuring the difficult rehabilitation of the special building. Through critical community partnerships, the Foundation is creating a more sustainable series of important programs that evokes community thought and important dialogues through art and self-expression.

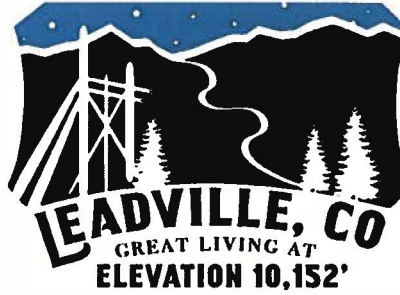
Thank you for your time and for considering the Foundation's request.

Sincerely,

Noah Sosin, MPH, MURP
Executive Director
Lake County Build a Generation

800 Harrison Ave.
Leadville, CO 80461

July 30th, 2023
1313 Sherman Street
Suite #518
Denver, CO, 80203



Greg Labbe, Mayor
Office: 719.486.2571
Cell: 719.207.2072

Dear Department of Local Affairs,

As Mayor of the City of Leadville, I am proud to advocate for and support the Tabor Opera House Preservation Foundation as they continue to fundraise and rehabilitate this historic and significant building in Leadville. Built in 1879 by Horace A.W. Tabor, the Tabor Opera House is a vital presence on Harrison Ave, a notable contributing landmark within the Leadville National Historic Landmark District, and the crown jewel of our historic downtown

Over the past six years, tremendous momentum has taken place. During these critical years the Foundation has been able to leverage grant funds (many from the State Historic Fund), individual donations, public partnership dollars from the City of Leadville and Lake County, and Colorado historic tax credits for the monumental exterior masonry phases of the rehabilitation project with over \$2.5 million invested.

The Foundation continues strategically planning for the project's next phase and is keen on ensuring some significant form of rehabilitation and construction work can occur in 2024. The Foundation is looking to start the next part of the exterior preservation and rehabilitation scope in the Spring of 2024 on some of the more detailed non-masonry elements of the front facade, including the storefronts, lower wood cornice, entry doors, and decorative balcony.

As a community, we know this is a keystone building and venue for the historic downtown Leadville experience. The TOH will catalyze additional investment into surrounding buildings, projects, and businesses within the retail core of Leadville. Furthermore, we have the shared vision of diversifying the Leadville/Lake County economy. A recently completed resiliency plan highlights the opportunity for the Tabor Opera House project to be a critical economic driver for locals and tourists by offering arts and culture programming to be a strategic business partner with restaurants, bars, retail businesses, and lodging establishments in the region.

We look forward to continuing our partnership and supporting this critical Leadville project. We hope you consider the newest grant application by the Foundation. Collectively we are inching ever closer toward realizing a fully historically rehabilitated Tabor that will serve as a community hub for arts, culture, and live entertainment for generations to come.

Thank you for your consideration,

Respectfully,

A handwritten signature in blue ink that reads 'Greg Labbe'. The signature is fluid and cursive, with the first letters of 'G' and 'L' being particularly large and prominent.

Greg Labbe, Mayor
City of Leadville



Lake County Government Board of County Commissioners

505 Harrison Avenue • PO Box 964 • Leadville, Colorado 80461 • (719) 838-0004

Date: July 30th, 2023

Department of Local Affairs
1313 Sherman Street
Suite 513
Denver, CO 80203

Dear Department of Local Affairs,

Lake County is pleased to advocate and support the Tabor Opera House Preservation Foundation (Foundation) as they continue to fundraise and rehabilitate this historic and significant building in Leadville. Built in 1879 by Horace A.W. Tabor, the Tabor Opera House (TOH) is a vital building on Harrison Ave—a notable contributing landmark within the Leadville National Historic Landmark District.

Over the past six years, tremendous momentum has taken place. During these critical years the Foundation has been able to leverage grant funds (many from the State Historic Fund), individual donations, public partnership dollars from the City of Leadville and Lake County, and Colorado historic tax credits for the monumental exterior masonry phases of the rehabilitation project with over \$2.5 million invested.

The Foundation continues strategically planning for the project's next phase and is keen on ensuring some significant form of rehabilitation and construction work can occur in 2024. The Foundation is looking to start the next part of the exterior preservation and rehabilitation scope in the Spring of 2024 on some of the more detailed non-masonry elements of the west (front) facade, including the storefronts, lower (wood) cornice, entry doors, and decorative balcony.

As a community, we know this is a keystone building and venue for the historic downtown Leadville experience. The TOH will catalyze additional investment into surrounding buildings, projects, and businesses within the retail core of Leadville. Furthermore, we have the shared vision of diversifying the Leadville/Lake County economy before the inevitable closure of the Climax mine owned by Freeport McMoRan. A recently completed resiliency plan highlights the opportunity for the Tabor Opera House project to be a critical economic driver for locals and tourists by offering arts and culture programming to be a strategic business partner with other restaurants, bars, retail businesses, and lodging establishments in the region.

We look forward to continuing our partnership and supporting this critical Leadville project. We hope you consider the newest grant application by the Foundation. Collectively we are inching ever closer toward realizing a fully historically rehabilitated Tabor that will serve as a community hub for arts, culture, and live entertainment for generations to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sarah Mudge". The signature is fluid and cursive, with a large loop at the end.

Sarah Mudge, Lake County Commissioner, Chair

July 30th, 2023

Department of Local Affairs 1313
Sherman Street
Suite 513
Denver, CO 80203



Dear Department of Local Affairs,

The Tabor Opera House Preservation Foundation (Foundation) is receiving support and advocacy from the Leadville Main Street Program (LMSP) as they strive to fundraise and rehabilitate the Tabor Opera House (TOH) in Leadville, a significant building built in 1879 by Horace A.W. Tabor.

Over the past six years, the Foundation has made tremendous progress by leveraging grant funds, individual donations, public partnership dollars, and Colorado historic tax credits. With over \$2.5 million invested, the monumental exterior masonry phases of the rehabilitation project have been successfully completed. The Foundation is now strategically planning for the next phase of the project, aiming to commence significant rehabilitation and construction work in the Spring of 2024. The next phase will focus on the more detailed non-masonry elements of the west facade, including storefronts, lower cornice, entry doors, and decorative balcony.

The TOH is a keystone building and venue for the historic downtown Leadville experience, and its restoration will catalyze additional investment into surrounding buildings, projects, and businesses within the retail core of Leadville. Furthermore, the Tabor Opera House project offers the opportunity to diversify the Leadville/Lake County economy and serve as a critical economic driver for locals and tourists by providing arts and culture programming to complement other restaurants, bars, retail businesses, and lodging establishments in the region.

The LMSP is committed to supporting this critical Leadville project and hopes that the newest grant application by the Foundation will be considered. The community is inching ever closer towards realizing a fully historically rehabilitated Tabor that will serve as a community hub for arts, culture, and live entertainment for generations to come.

Please feel free to reach out if you have any questions.

Sincerely,

Nancy Bailey
Director
Leadville Main Street Program
director@leadvillemainstreet.org



July 30th, 2023

Department of Local Affairs
1313 Sherman Street
Suite 513
Denver, CO 80203

Dear Department of Local Affairs,

I am writing on behalf of the Leadville Historic Preservation Commission to express our support for the efforts of the Tabor Opera House Preservation Foundation as it continues to fundraise in order to rehabilitate this magnificent building.

The work already completed over the past six years on the exterior of the building, amounting to more than \$2.5 million, has ensured the place of the opera house as a showpiece on our main street, Harrison Avenue. We are aware that historic preservation projects serve as catalysts for additional projects in their vicinity, and the work on the Tabor Opera House has proven this to be true. Significant preservation work has taken place throughout our downtown area in recent years, and more is planned.

The Tabor Opera House has been and will continue be a special place to local residents and visitors to our community. Sitting in the opera house, one can envision the day back in 1882 when Oscar Wilde took the stage and captured the attention of rough Leadville miners as he spoke of the decorative arts and then further captured their admiration by drinking them under the table. Actual memories for locals today include dancing in the aisles to Hazel Miller, experiencing the "Ballad of Baby Doe," hearing Judy Collins in concert and cheering on local residents as they perform in talent shows and musical theater.

The Tabor Opera House was built in 1879 by Horace Tabor over a period of three months. The building experienced both good and bad times over the years. It could have been demolished in 1955 to make room for a parking lot, but there have always been individuals and organizations devoted to saving it. Once it was purchased by the City of Leadville, funding increased with grant funds (including the State Historic Fund), individual donations, public partnership dollars from the City of Leadville and Lake County, and Colorado historic tax credits.

The Foundation is looking to start the next part of the exterior preservation and rehabilitation scope in the Spring of 2024 on some of the more detailed non-masonry elements of the west (front) facade, including the storefronts, lower (wood) cornice, entry doors, and decorative balcony.

We urge your favorable consideration of this newest grant application by the Foundation and express our thanks for supporting the Tabor Opera House in the past.

Sincerely,

Marcia Martinek
Chairperson
Leadville Historic Preservation Commission
719-293-0363

CORPORATE RESUME

In 2018, historic preservation veterans Andy Carlson and Mike Sherwood teamed up to form A&M Renovations, a general contracting company that specializes in the renovation, restoration, and preservation of historic properties. Their experience is detailed below.

Andy Carlson

Biography

Andy began his career by earning a Ph.D. in Philosophy at Penn State. In 2001, he helped a friend fix up a historic house in Denver's Washington Park neighborhood, and thus entered into his construction career. Soon earning his Contractor's License, he set up his own remodeling company, specializing in the renovation of historic homes throughout the Denver area. Wanting to get into historic preservation proper, in 2008 he took a job with a window restoration company and became well versed in the restoration of historic wood windows. The following year, he joined Wattle & Daub Contractors, a historic preservation specialist, where he served for nine years as carpenter, Project Manager, and ultimately shareholder and Director of Operations. In 2018, Andy formed A&M Renovations, LLC with Mike Sherwood.

Professional Certifications

- Contractors B License, Loveland and Pikes Peak Regional Building Department
- OSHA 30-Hour Certification
- Certified to handle lead paint under the EPA's Repair, Renovate, Paint (RRP) program

Historic Projects of Note

- | | |
|-------------------------------|------------------------|
| • Tabor Opera House | Leadville, CO |
| • Amache Relocation Center | Granada, CO |
| • Briggsdale Work Center | Briggsdale, CO |
| • North London Mill Office | Alma, CO |
| • Eads Gymnasium | Eads, CO |
| • Ponderosa Lodge | Colorado Springs, CO |
| • Logan County Courthouse | Sterling, Colorado |
| • Avery Block Building | Fort Collins, Colorado |
| • Meeteetse Bank Museum | Meeteetse, Wyoming |
| • Wallace County Courthouse | Sharon Springs, Kansas |
| • Wyoming Frontier Prison | Rawlins, Wyoming |
| • First Presbyterian Church | Sterling, Colorado |
| • Loveland Feed & Grain Bldg. | Loveland, Colorado |
| • Parker Consolidated School | Parker, Colorado |
| • Prince of Peace Church | Sterling, Colorado |
| • Phillips County Courthouse | Holyoke, Colorado |

Mike Sherwood

Biography

Since beginning his career as a steelworker in the United States Navy, Mike Sherwood has accumulated 36 years of experience as a carpenter, construction supervisor, and general contractor. His work over the years has included such diverse projects as the restoration of historic residences in California, the construction and maintenance of research facilities in Antarctica, and the construction and remodeling of mountain homes in Colorado. From 2007 until early 2014, Mike was the owner and operator of Sherwood Builders in Fort Collins, during which time he completed numerous commercial and residential construction projects, including construction from the ground up of a 3000-square foot timber-framed residence. In the spring of 2014, Mike joined Wattle & Daub Contractors, where he served as Project Manager for 3 years. Notably, he supervised the restoration of the south and west wings of the Paris Mill in Park County. In 2018, Mike formed A&M Renovations, LLC with Andy Carlson.

Professional Certifications

- Class A Commercial Contractor, Park County, CO
- Contractor's "C" Residential Contractor License & Supervisor's Certificate, City of Fort Collins
- Class "B" General Contractor's License, Larimer County

Historic Projects of Note

- Paris Mill Alma, CO
- Ponderosa Lodge Colorado Springs, CO
- Amache Relocation Center Granada, CO
- North London Mill Office Alma, CO
- Eads Gymnasium Eads, CO
- Briggsdale Work Center Briggsdale, CO
- Schweiger Ranch Lone Tree, CO
- King Ranch Albany County, WY
- Chautauqua Auditorium Boulder, CO

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1 11am - BOCC @ 505 6pm - Regular CC Mtg	2	3 6pm - LURA Board	4	5
6	7	8 4pm - HPC Meeting @	9 5pm - Sanitation @ 6pm - P&Z Meeting -	10 1pm - Leadville Municipal 5:15pm - Parkville Water	11	12
13	14 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	15	16	17	18 8am - Fire Management	19
20	21	22 4pm - HPC - Regular Mtg	23 6pm - P&Z Meeting @	24	25	26
27	28	29 Joint City Council Work	30	31	1	2

September 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29 Joint City Council Work	30	31	1	2
3	4 Labor Day - City Hall	5 11am - BOCC @ 505 6pm - Regular CC Mtg	6	7 6pm - LURA Board	8	9
10	11	12 Short Term Rental City 4pm - HPC Meeting @	13 5pm - Sanitation @ 6pm - P&Z Meeting @	14 1pm - Leadville Municipal 5:15pm - Parkville Water	15	16
17	18	19 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	20	21	22	23
24	25	26 4pm - HPC - Regular Mtg	27 6pm - P&Z Meeting @	28	29	30

October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 11am - BOCC @ 505 6pm - Regular CC Mtg	4	5 6pm - LURA Board	6	7
8	9	10 4pm - HPC Meeting @	11 5pm - Sanitation @ 6pm - P&Z Meeting @	12 1pm - Leadville Municipal 5:15pm - Parkville Water	13	14
15	16	17 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	18	19	20	21
22	23	24 4pm - HPC - Regular Mtg	25 6pm - P&Z Meeting @	26	27	28
29	30	31	1	2 6pm - LURA Board	3	4