



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

May 7, 2024

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.	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 raise their hand in the participant's section of Zoom or in person. The Mayor 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> (which are not a public hearing) at the discretion of the Mayor, public input can be heard prior to a vote being taken on the matter.
6:15 pm	6.	Presentations and Discussions: A. City Administrator's Report B. Xcel Energy Presentation Regarding Work for 2024 C. Presentation Regarding the Leadville Race Series Temporary Use Permits D. Presentation Regarding the Office of Emergency Management E. Presentation on City Strategic Planning F. Discussion Regarding Support for the Lake County High School Musical Production
7:30 pm	7.	Action Items: A. Lemonade Stand Temporary Use Permit B. Resolution No. 25, Series of 2024: A Resolution Appointing Historic Preservation Commission Members (Mayoral Appointment with Consent of Council) C. Resolution No. 26, Series of 2024: A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors D. Schrader's Market Rehabilitation Certificate of Appropriateness; 200 E. 6th St.

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



8:30 pm	8.	Executive Session: A. An Executive Session Pursuant to C.R.S. 24-6-402(4)(e) to Determine Positions Relative to the Negotiation of a Potential Intergovernmental Agreement with Lake County for Law Enforcement Services, Developing a Strategy for Such Negotiations, and Instructing Negotiators.
9:30 pm	9.	Public Comments
	10.	Mayor's Report
	11.	Council Reports
	12.	Public Meetings Planner
9:45 pm	13.	Adjournment



LEADVILLE NATURAL GAS PROJECT 2024 CONSTRUCTION

Blair McGary, Area Manager, Community Relations

May 7, 2024



AGENDA

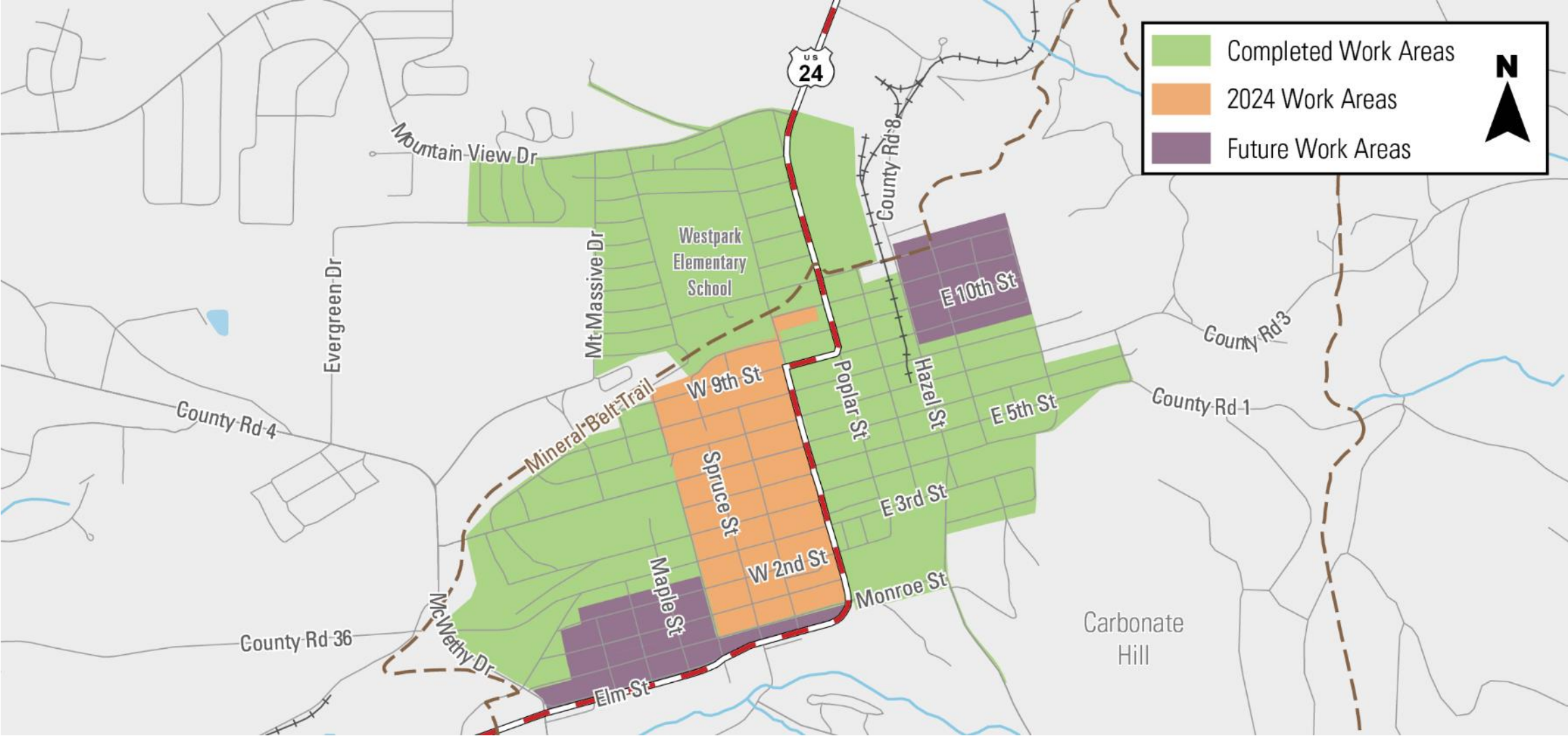
1. Project Overview
2. 2024 Construction Areas
3. Construction Overview
4. Construction Process
5. Safety
6. Community Engagement

Project Overview

- We continue to construct a multi-year natural gas project in Leadville and Lake County.
- The Leadville Natural Gas Project includes:
 - Replacing, relocating and installing new natural gas lines.
 - Replacing service lines that serve individual properties.
 - Relocating natural gas meters as needed.
- Allows us to continue to provide safe, reliable natural gas service and enhances system resiliency during extreme weather.
- Began in 2019 and is expected to continue through 2025, with construction occurring annually between May and October. Schedules are subject to change.



2024 Construction Areas



Construction Overview

Construction Impacts

- We install natural gas lines by **open trenching** and **boring**.
 - **Open trenching** involves digging a trench and placing the natural gas line in the trench.
 - **Boring** uses a specialized machine to create an underground pathway through which the natural gas line is pulled or drilled.
- During work, you may notice:
 - Marking of utility lines and utility survey holes.
 - Road and sidewalk closures.
 - Traffic control.
 - Parking restrictions.
 - Construction noise.
 - Temporary changes to how you access your property.



Construction Overview

Staying Safe Around Work Areas

- We are committed to maintaining a safe work environment in your community. For your safety and the safety of our crews, remember to:
 - Watch for construction crews and equipment.
 - Do not enter construction areas.
 - Obey signage and directions from crews.
 - Reduce speeds while traveling.
 - Observe parking restrictions.
 - Remain flexible as work progresses and work areas change.



Construction Process

- Construction will proceed in four phases:
 - Install natural gas main lines
 - Replace natural gas service lines
 - Connect natural gas lines
 - Restore work areas
- There may be several days or weeks between each phase.



Construction Process

Install Natural Gas Main Lines

- We install new natural gas lines in roads and alleys.
- Once the natural gas line is placed, crews will refill excavated areas.
- Crews will close one lane of traffic or fully close roads, and will fully close alleys, during natural gas line installation. Traffic impacts and closures may last for up to a week.



Construction Process

Replace Natural Gas Service Lines and Meters

- We will replace the service lines on your property that connect to the natural gas lines in the road or alley.
- We will also replace your natural gas meter and relocate meters at properties where required to protect them from damage caused by freezing snow melt.
- Crews may need to temporarily interrupt your natural gas service, typically for less than one day, during this process. We will reinstate your natural gas service and relight appliances once complete.
- Crews will use site-specific traffic control to support service line replacement. During work, we will maintain access to affected properties to the extent possible.



Construction Process

Connect Natural Gas Line

- We will return to interconnect natural gas lines to one another, forming a natural gas system.
- Crews create physical connections between natural gas lines by fusing them to one another using joints, before refilling excavated areas.
- Crews may need to fully close roads, intersections, and alleys as they connect natural gas lines. Traffic impacts and closures may last for several days.



Construction Process

Restore Work Areas

- Specialized restoration crews restore affected roads, alleys and private properties to preconstruction conditions.
- We will coordinate with the City of Leadville to determine the extent of restoration required in roads and alleys.
- We will work directly with residents and property owners to help ensure private properties are appropriately restored.
- Crews may need to fully close roads, intersections, and alleys as they complete final restoration. Traffic impacts generally last for less than a day.



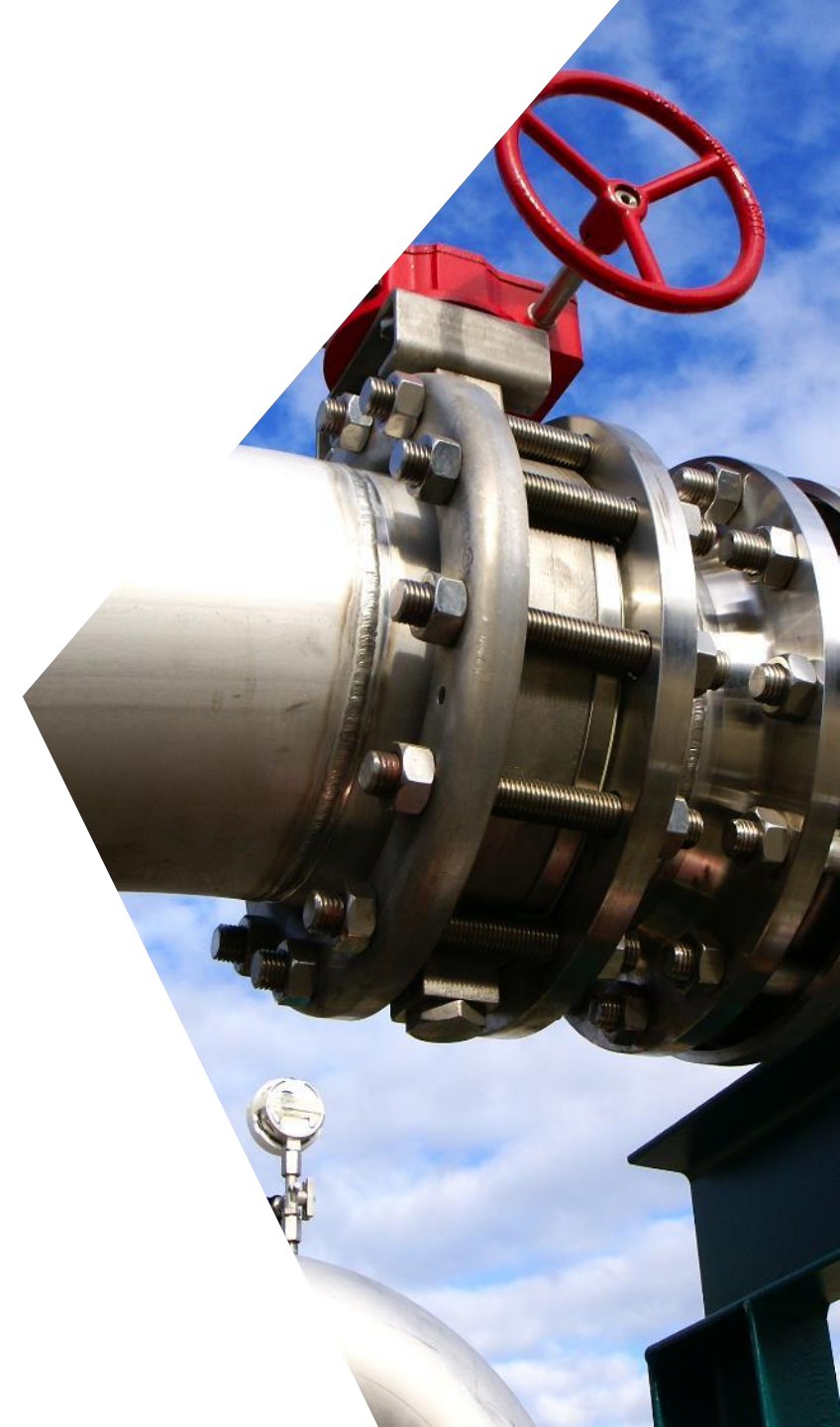
Natural Gas Safety

- Public safety is at the foundation of all we do. The safety of the public influences every decision we make.
- We take a proactive approach to public safety by implementing safety measures before, during and after construction (see next slide).
- The project has been designed to meet federal and state standards and safety requirements for installing, maintaining and operating natural gas infrastructure.
- If you ever suspect a natural gas leak, leave your home or business immediately. Once safely away, call **911**, then Xcel Energy at **800-895-2999**.



Natural Gas Safety

- During construction and installation of a natural gas line, we:
 - Implement a corrosion prevention system designed to eliminate metal loss.
 - Verify pipe welds using an independent third party.
- Once the line has been installed and prior to putting it into service, we:
 - Internally inspect the line.
 - Perform internal pressure tests to verify line integrity.
- During the lifetime of the natural gas line, we:
 - Conduct annual hazard patrols and leak surveys and regularly inspect the line.
 - Monitor (24/7) the line and other infrastructure through our staffed gas control center.



Community Engagement

- Interested stakeholders can reach us via our information line, email address or website:
 - Information Line: **833-359-0105**
 - Email Address: info@XcelEnergyLeadvilleGasProject.com
 - Website: [**XcelEnergyNaturalGasProjects.com/Leadville/**](https://XcelEnergyNaturalGasProjects.com/Leadville/)
- We will provide weekly updates every Friday during construction. Updates will be posted to our website and information line and sent via email to subscribers.
- If construction will directly affect your property, we will reach out to you to identify a day and time convenient for you during which we can complete work.





THANK YOU!
QUESTIONS?







2024 EVENT DATES

MTB CAMP	June 13-16
RUN CAMP	June 21-23
MARATHON/HH	June 28 - 29
Silver Rush	July 6-7
Stage Race	July 26-28
LT 100 MTB/10K	Aug. 8-11
LT 100 RUN	Aug. 16-18



2023 Critical Issues

- Traffic/ Congestion
 - Twin Lakes – Both 100 Events
 - HWY 82
 - Leadville to HWY 82
 - Aspen to Twin Lakes
 - Mayqueen – Better but still issue
 - Silver Rush Weekend – HWY 24
 - And McWethy intersection
 - And Dutch Henry



2023 Critical Issues

- Overall Safety
- Impact on Twin Lakes Village and Dam
- EMS ability to access safely
- Parking
- Impact on resources
- County wide concerns and request for changes



2024 Response/Changes

By event

- Marathon/HH
 - Race times changed to 6:30/9:30
 - Collaborate with Sheriffs dept. On law enforcement needs
- Continue Shuttle Program
- Continue Parking Plan



2024 Response/Changes

By event

- Silver Rush Weekend
 - Collaborate with Sheriffs dept. On law enforcement needs
 - Specifically – HW 24/McWethy
 - Resume Printer Boy Aid in 2022
Location



2024 Response/Changes

By event

- 100 MTB
 - Limited Driving for crews to Twin Lakes Dam
 - Main parking at Outward Bound (OB)
 - Shuttle from OB
 - Course will follow 100 Run course through OB property
 - OB Becomes Primary Aid/Crew
 - Pipeline = Alternate



SHUTTLE CONSIDERATIONS

2023 Outbound Athlete Data – By time in hours and minutes

- 2:05:00 - First 10 people to Twin Lakes village Outbound
- 2:21:00 and under – ~50 People to Twin Lakes Outbound
- 2:30:00 and under – ~ 150 to TL Outbound
- 2:45:00 and under – ~300 to TL Outbound
- 3:00:00 and under - ~ 600 to TL Outbound
- 3:30:00 and under - ~ 900 to TL Outbound
- 3:45:00 and under - ~ 1200 to TL Outbound

Shuttle Capacity

- First three hours - 700 per hour. Min of 2100 people moved 5:00 am – 8:00 am
- Still leaves 90 minutes before 3 hour mark is hit

CREWING LOCATION EXPECTATIONS

- 350 Athlete crews driving to Twin Lakes DAM and Mountain View
- 500 – 600 athlete crews – Shuttle to Twin Lakes Dam
- 600- 800 – Drive to Lost Canyon – We expect increase of folks driving to Lost Canyon as they can still bring their own car.
- Maybe 1-200 do not have crews out there.



2024 Response/Changes

By event

- 100 MTB CONT
 - Law enforcement support increased
 - To Support limited parking at TL Dam
 - Support at Hagerman and Carter Summit
 - CR 10
 - Only 4 crew members allowed at:
 - Twin Lakes and Lost Canyon Alt.
 - Single Parking tags only for OB and LC



100 MTB CONT

TRAFFIC PLAN for Am

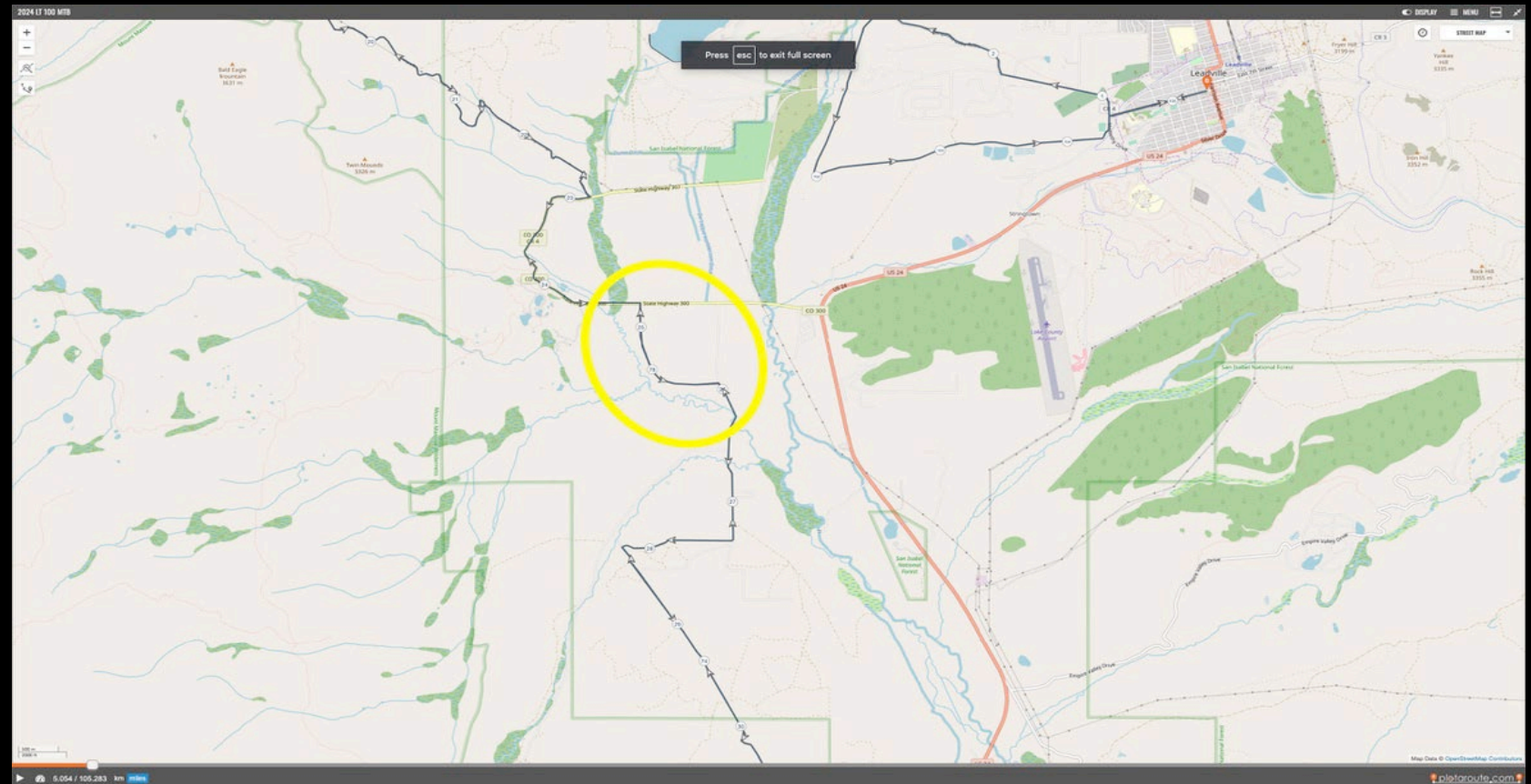
- Truck Route Discussion
- Light Traffic
- Dump truck availability for 0500 – 0700?



[2023 Layouts for LRS season.pptx](#)

<https://www.plotaroute.com/route/2>

[2024 LT 100 MTB on plotaroute.com](#)





2024 Response/Changes

By event

- 100 RUN
 - No Driving for crews to Twin Lakes Village
 - No Parking on State HWY 82
 - All parking at Outward Bound (OB)
 - Shuttle only from OB



2024 Response/Changes

By event

- 100 RUN CONT
 - NO crews at Mayqueen for morning
 - Only allowed beginning at 5:00pm
 - Law enforcement support increased
 - To Support no driving /parking
 - TL Village or HWY 82
 - Traffic plan for Mayqueen and Turquoise Lake RD.
 - Only 4 crew members allowed at:
 - Twin Lakes Village and Mayqueen
 - Single Parking tags only for OB and LC
 - Managed with Crew wrist bands and Parking Tags



2024 Helicopter

Helicopter

- Review of last year
- Include in all comms / early and often
- Can only land / take-off from the airport
- Must be in compliance with the FFA rules and regs



Questions / Missing areas?



Email: admins@leadville-co.gov

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

Temporary Use Permit Application (Event):

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

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

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

Reasons that your application may be denied are:

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

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

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

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

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



Email: admins@leadville-co.gov

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APPLICATION

Event Title: Leadville Trail 100

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

This will be the 41st annual Leadville Trail 100 Run. Pre-race meeting and awards ceremony will be held at the Lake County High School / Federico Football Field. (if permitted by LCSD). The Start/Finish will be located on the east 1/2 of the 100 block of W 6th Street as well as the Lake County Court House. Expo and Registration will be located at 6th and Poplar in our expo lot at 135 E. 6th St.

Set up	Date	EXPO SET UP	August 15th , 2024	Time: 0600	Day of Week: Thursday
		Signage Set up	August 14th, 2024	Time: 1200	Day of Week : Wed.
		Start/Finish-	August 16th, 2024	Time: 0600	Day of Week: Friday
Event Starts	Date:		August 17th, 2024	Time: 0400	Day of Week Saturday
Event Ends	Date:		August 18th, 2023	Time : 1200	Day of Week Sunday
Dismantle	Date:		August 18th, 2024	Time 1700	Day of Week Sunday

Location(s) requested:

- * Closure of South lane of East 6th from just east of Alley at 135 E. 6thst to Poplar Ave. - from 0600 Thursday Aug. 17 - Saturday Aug. 19th at 1900.
- * Temporary closure of Harrison Avenue from 3:15am Saturday until 4:15am - For start of Race. (due to the amount of pedestrian traffic near 6th and Harrison.)
- *Twenty minute soft closure: W 6th Street from Harrison Ave to McWethy Dr from 0350 to 0410 Saturday, for start of race.
 - Supported by Sheriff's Office Law Enforcement/ Colorado Rangers
- *Closure of the 100 block of West 6th for the Start/Finish from 0600 on Friday until 5:00pm Sunday.
- *Additional use of W 6th Street for runners making their way back to the finish from about 7:00pm Saturday to 11:00am Sunday. Clean up and break down until 5:00pm Sunday night.

Anticipated Attendance

(not including participants) **Total:** 2000 (spread out on course)

Anticipated Participants **Total:** 750 **Total:** 2500

Anticipated # of vehicles: **Total:** 1500

CONTACTS

Host Organization: LTF Triathlon Series, LLC
Chief Officer of Host Organization: Bahram Akradi

Applicant (Contact) Name : Tamira Jenlink

Address: 213 Harrison Avenue **City:** Leadville **State:** CO **Zip:** 80461

Telephone Number: Tamira - 303-990-2559

Pager/Cellular: Above **E-Mail Address:** tjenlink@lt.life



Email: admins@leadville-co.gov

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

APPLICATION, *CONTINUED*

If your event will impact city services please give description:

Requesting:

1. Temporary closure of Harrison Avenue and closure of W 6th as described above.
2. City Streets to help with posting advance notice for street closures on East 6th for Thursday 0600 and Friday 0600 on West 6th from Harrison to Pine.

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

- * Race begins and ends with a shotgun blast.
- * Sports Hall of Fame will submit for an alcohol permit for 135 E. 6th St. and for start finish area on 6th just west of Harrison in the chute.

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

YES NO

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

YES NO

One hour closure due to the number of pedestrians at 6th and Harrison for the start of the race.

If required, an original Certificate of Insurance must be received by the City of Leadville prior to the approval and issuance of your Special Event Permit. (This has been sent over to Lori Tye)

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

Name of Insurance Agency Hays Companies

Address 80 South 8th Street Suite 700 City Minneapolis State MN Zip 55402



Email: admins@leadville-co.gov

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

Telephone Number 1-612-333-3323 Pager/Cellular _____

Contact Name Dawn Heinemann and Angela Whirley

Policy Type Commercial General Liability

Policy Amount \$1,000,000 Policy Number PHPK2073324



Email: admins@leadville-co.gov

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

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

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

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

CERTIFICATION:

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

Print Name Host Organization: LTF Triathlon Series, LLC

Print Name of Authorized Agent: Tamira Jenlink

Title: Event Manager

Signature Tamira Jenlink

Date 3/28/2024

Approved by: _____



Email: admins@leadville-co.gov

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

APPROVAL/DENIAL PAGE

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

REQUEST HAS BEEN:

Event approved: _____
Date

Event Denied: _____
Date

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

NO

Special Events Permit Requirements:

Approval Granted by: _____

Date: _____



Email: adminassistant@leadville-co.gov

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

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Reasons that your application may be denied are:

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Email: adminassistant@leadville-co.gov

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

APPLICATION

Event Title: Leadville Trail 100 Bike and Leadville Trail IOk

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

The 28th Annual Leadville Trail 100 Mountain Bike Race will be held on August 10, 2024. The IOk will be on August 11, 2024. The expo (if permitted) will be located at the gravel lots on 6th and Poplar on the Life Time property. The expo dates are Aug. 8 and 9. Pre-Race meetings will be held at the Lake County High School Football Field (Request being submitted). The start and finish for BOTH races is proposed just West of Harrison on 6th St. The 100 MTB is an an out and back race to the Columbine mine area, returning on the same route to finish at the same location as the start. There is a small course change at State HWy 300 - course will move through Outward Bound property mirroring the run for about 1.2 miles and connect back with reg. course at CR 11. See attached map.

Set up	Date	Expo:8/7&8/24	Time	Expo 0600	Day of Week	Wed/Friday
		<u>Race:8/10&11/24</u>		<u>Race: 0600</u>		
Event Starts	Expo	Aug 8 & 9, 2024	@	1300 & 1000	Day of Week	Thurs/Fri
	Race	Aug 10 & 11, 2024	@	0500 & 0900	Day of Week	Saturday
Event Ends	Date	<u>Aug. 11, 2024</u>	@		Day of Week	<u>Sunday</u>
Dismantle	Da	<u>Aug. 11, 2024</u>	Time	<u>1800</u>	Day of Week	<u>Sunday</u>

te Location(s) requested: Please see attached LRS Community Safety and Impact Plan

Please see section 37 of the Ops plan concerning Road Closures

Our hope is to have the opportunity to discuss the best plan for everyone and have laid out two plans that we believe help address ongoing safety and impact concerns.

Anticipated Attendance (not including participants)	Total	<u>4000</u>	Per Day	<u>4000</u>	
Anticipated Participants	Total	<u>1700</u>	Per Day	<u>1700</u>	Total: <u>5700</u>

Anticipated # of vehicles 2000 **CONTACTS**

Host Organization LTF Triathalon Series LLC

Chief Officer of Host Organization Bahram Akradi

Applicant (Contact) Name Tamira Jenlink

Address 540 CR 6B City Leadville State CO Zip 80461

Telephone Number 303-990-2559 FAX Number _____

Pager/Cellular 303-990-2559 E-Mail Address: tjenlink@lt.life



Email: adminassistant@leadville-co.gov

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

APPLICATION, *CONTINUED*

If your event will impact city services please give description: PLEASE SEE OPERATIONS PLAN FOR FULL DETAIL

As identified in closures plan and above, the largest impact on city services is closure of 5th and 6th

We have currently have lead out in place with the Sheriffs Office to minimize burden on taxed resources.

race . We are securing additional security and traffic support from CSP / Sheriffs Office and Colorado Rangers.

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

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

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

YES NO

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

YES NO All detailed in Operations Plan. ANd will be only for start of race from 0500 - 0700



Email: adminassistant@leadville-co.gov

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

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

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

Name of Insurance Agency Hays Companies

Address 0 South 8th Street Suite 700 City Minneapolis State MN Zip 55402

Telephone Number 1-612-333-3323 Pager/Cellular _____

Contact Name Dawn Heinemann and Angela Whirley

Policy Type Commercial General Liability

Policy Amount 1,000,000 Policy Number —— —



Email: adminassistant@leadville-co.gov

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

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

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

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

CERTIFICATION:

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

Print Name Host Organization LTF Triathlon Series LLC

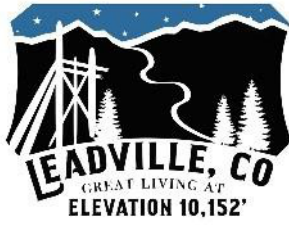
Print Name of Authorized Agent Tamira Jenlink

Title Event Manager

Signature *Tamira Jenlink*

Date 03/28/2024

Approved by: _____



Email: adminassistant@leadville-co.gov

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

FOR OFFICIAL USE ONLY: SIGN OFF REQUIRED FROM ALL CHECKED BOXES
***CAN BE EMAIL DIRECTED TO PLANNING OFFICAL BY DEPARTMENT HEAD**
DEPARTMENT INPUT (to be attached to the permit file copy):

City of Leadville (Planning Official): CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

City Street Dept.: CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Police Department: CONDITIONS / RESTRICTIONS/COMMENTS

SIGNATURE _____ DATE _____

Fire Department: CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Health Dept. (food): CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Lake County Building & Land Use (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____



Email: adminassistant@leadville-co.gov

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

OFFICIAL USE ONLY: SIGN OFF REQUIRED FROM ALL CHECKED BOXES
***CAN BE EMAIL DIRECTED TO PLANNING OFFICAL BY DEPARTMENT HEAD**
DEPARTMENT INPUT (to be attached to the permit file copy):

Colorado Department of transportation (HWY 24 Closure): CONDITIONS / RESTRICTIONS/COMMENTS

SIGNATURE _____ DATE _____

Lake County Road & Bridge (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Lake County Sheriff (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Lake County Emergency Services (HWY 24 Closure): CONDITIONS / RESTRICTIONS/COMMENTS

SIGNATURE _____ DATE _____

To be filled out by the respective departments, if applicable: total costs to the City in labor hours and/or dollars.

Police Dept.: _____ labor hrs; at \$ _____ per hr plus \$ _____ in fuel & supplies for a total \$ _____

Street Dept.: _____ labor hrs; at \$ _____ per hr plus \$ _____ in fuel & supplies for a total \$ _____

Fire Dept.: _____ labor hrs; at \$ _____ per hr plus \$ _____ in fuel & supplies for a total \$ _____

Total Labor: _____

Total Fuel & Supplies: _____



Email: admins@leadville-co.gov

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

Temporary Use Permit Application (Event):

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

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

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

Reasons that your application may be denied are:

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

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

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

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

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



Email: admins@leadville-co.gov

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

APPLICATION

Event Title: Leadville Trail Marathon and Heavy Half

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

This will be the 21st year of the Marathon and the 17th year of the Heavy Half. The marathon will start at 0630 and the Heavy Half at 0930, both with the same finish time of 16:30. The race course is an out and back through the historic mining district on the east side of Leadville. The course is primarily on old mining road /sand trails, topping out at 13,185' at Mosquito Pass. The Marathon climbs Adelaide then descends to California Gulch. prior to climbing up the Venir. Athletes then descend back to Adelaide before climbing to Lincoln Gulch on the way to Mosquito pass. Athletes then return via the same route to the finish.

Set up Date: June 27 th, 2023 Time 0600 Day of Week Thursday

Event Starts Date: June 28th , 2024 Time: 1300

Day of Week: **Friday-Expo Saturday-Race**

Event Ends Date: June 29th , 2024 Time: 1800

Day of Week: Saturday

Dismantle Date: June 29th & 30th, 2024 Time: 1200

Day of Week: Sunday

Location(s) requested: * Closure of east 1/2 of the 100 block of East 6th from Alley East to Poplar. Leadville City Streets requested to post closing at 0300 on Thursday June 15 for Set-up. All other equipment to be set up by race official staff.

See operating plan

Anticipated Attendance Total _1500

1000 Per Day 1000 (not including participants)

Anticipated Participants Total _1500_ Total: 1500__

Anticipated # of vehicles 1500

CONTACTS

Host Organization LTF Triathlon Series, LLC

Chief Officer of Host Organization Bahram Akradi

Applicant (Contact) Name Tamira Jenlink

Address 213 Harrison Avenue City Leadville State CO Zip 80461



Email: admins@leadville-co.gov

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

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

_Above_____ E-Mail Address: tjenlink@lt.life_____



Email: admins@leadville-co.gov

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

APPLICATION, CONTINUED

If your event will impact city services please give description:

Closure of east 1/2 of the 100 block of East 6th from east side of alley near 135 East 6th street to Poplar. All other equipment to be setup by race official staff. City Streets requested to sign advance notice of closure on Wednesday June 14th for closure of street by 0300 Thursday June 15th. Also Request PD leadout for Marathon at 0645 am and Heavy Half at 0845 am from 6th and Poplay to Fryers and over to 5th where runners head up and take dirt before mineral belt bridge. **If your event involves alcohol, weapons, speed activities, high speed vehicles, pyrotechnics, loud noise of any kind or any unusual activity please describe:** Race begins and ends with a shotgun blast. Emcee entertaining spectators throughout the day, and alcohol is planned to be served by the Leadville Sports Hall of Fame (separate permit)_____

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

YES NO

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

YES NO

Please see Operating Plan.

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

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

Name of Insurance Agency Hays Companies

Address 80 South 8th Street Suite 700 City Minneapolis State MN Zip 55402



Email: admins@leadville-co.gov

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

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

Contact Name __Dawn Heinemann and Angela Whirley_____

Policy Type __Commercial General Liability_____

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

*** Please see attached COI



Email: admins@leadville-co.gov

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

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

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

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

_____ Map Attached with all info included.

CERTIFICATION:

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

Print Name Host Organization ___LTF Triathlon Series, LLC_____

Print Name of Authorized Agent __Tamira Jenlink_____

Title ___Event Manager_____

Signature *Tamira Jenlink*_____

Date _3/26/2024_____

Approved by: _____



Email: admins@leadville-co.gov

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

APPROVAL/DENIAL PAGE

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

REQUEST HAS BEEN:

Event approved: _____
Date

Event Denied: _____
Date

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

NO

Special Events Permit Requirements:

Approval Granted by: _____

Date: _____



Email: admins@leadville-co.gov

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

Temporary Use Permit Application (Event):

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

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

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

Reasons that your application may be denied are:

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

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

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

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

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



Email: admins@leadville-co.gov

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

APPLICATION

Event Title: Leadville Trail 100 RUN And MTB Camp

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

Both run and mtb camp offer athletes an on course experience for prep/training and to glean better overall experience/ understanding of course to support in their full one-day race later in the season. In addition, this allows an opportunity for training at altitude. Both events are guided by elite and veteran athletes, to offer full spectrum of experience about the course.

Set up - MTB	Date:	June 12th , 2024	Time:	0600	Day of Week:	Wednesd
Set-up - RUN	Date:	June 20th, 2024				
MTB Cmp Starts	Date:	June 13, 2024	Time:	1200	Day of Week:	Thursday
RUN Cmp Start	Date:	June 21, 2024	Time:	1200	Day of Week	Friday
MTB Cmp Ends	Date:	June 16, 2024	Time:	1700	Day of Week	Sunday
RUN Ends	Date:	June 23, 2023	Time:	1200	Day of Week	Sunday
Dismantle	Date:		Time	1700		

Location(s) requested:

- * No specific needs here: We will have Sheriffs Dept. To help with light at 6th and Harrison on Saturday June 12th.
- * All other needs will only effect county vs. City other than gatherings at 316 Harrison on our Pavers.

Anticipated Attendance
(not including participants)

Total: 100 max for each

Anticipated Participants

Total: 150 for each **Total:** 250

Anticipated # of vehicles:

Total: 100

CONTACTS

Host Organization: LTF Triathlon Series, LLC
Chief Officer of Host Organization: Bahram Akradi

Applicant (Contact) Name : Tamira Jenlink

Address: 213 Harrison Avenue **City:** Leadville **State:** CO **Zip:** 80461

Telephone Number: Tamira - 303-990-2559

Pager/Cellular: Above **E-Mail Address:** tjenlink@lt.life



Email: admins@leadville-co.gov

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

APPLICATION, *CONTINUED*

If your event will impact city services please give description:

Requesting:

1. City Support for Lead Out on Saturday July 1 at 0730 - Just from 316 Harrison to the stoplight / Support at the stoplight to hold traffic till riders move through is all that is needed.

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

* No extras here for these two events.

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

YES NO

[Redacted comment area]

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

YES NO

[Redacted comment area]

If required, an original Certificate of Insurance must be received by the City of Leadville prior to the approval and issuance of your Special Event Permit. (This has been sent over to Lori Tye)

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

Name of Insurance Agency Hays Companies

Address 80 South 8th Street Suite 700 City Minneapolis State MN Zip 55402



Email: admins@leadville-co.gov

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

Telephone Number 1-612-333-3323 Pager/Cellular _____

Contact Name Dawn Heinemann and Angela Whirley

Policy Type Commercial General Liability

Policy Amount \$1,000,000 Policy Number PHPK2073324



Email: admins@leadville-co.gov

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

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

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

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

CERTIFICATION:

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

Print Name Host Organization: LTF Triathlon Series, LLC

Print Name of Authorized Agent: Tamira Jenlink

Title: Event Manager

Signature Tamira Jenlink

Date 3/24/2024

Approved by: _____



Email: admins@leadville-co.gov

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

APPROVAL/DENIAL PAGE

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

REQUEST HAS BEEN:

Event approved: _____
Date

Event Denied: _____
Date

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

NO

Special Events Permit Requirements:

Approval Granted by: _____

Date: _____



Leadville-Lake County

Elected Official and Executive Staff's Guide to Emergencies and Disasters

Congratulations and Welcome!

To Leadville-Lake County's Newest Public Servant,

On behalf of Lake County Emergency Management, please accept my sincerest congratulations on your recent appointment to serve Leadville-Lake County in this new role. As well as congratulations, I offer you my thanks for the time and commitment you are making to this community, and I look forward to our partnership in creating a disaster-resilient community.

You may be new to this office or have served before. You may be familiar with emergency management and the work this office does, or unfamiliar. That's why we created this guide to shed some light on emergency management and the role elected officials have before, during and after an emergency. This guide will cover an overview of emergency management and the mission areas, the importance of preparedness, the lifecycle of an incident, your relationship with the media as an elected official, a jurisdictional profile and overview, a list of contacts and phone numbers and a glossary of terms.

It is meant to be a high-level overview of concepts and ideas, and I hope acts as a springboard for further conversation between us.

As an elected official, your response to a disaster will influence your fellow elected officials, government partners, our citizens, the private sector, and the media.

Lake County Office of Emergency Management is the lead agency at the local level for Lake County and the City of Leadville, and we are here to partner with you in blue-sky days to be ready for stormy days. We will work together to inspire our community to prepare themselves for emergencies and recover stronger and better than before.

With gratitude,



Claire Skeen
Director, Lake County Office of Emergency Management

Emergency Management Overview

*Emergency Management is the field that creates frameworks in which communities reduce vulnerability to hazards and cope with disaster through five mission areas:
Prevention, Protection, Mitigation, Response and Recovery.*

The mission of the Lake County Office of Emergency Management (LCOEM) is to coordinate the all-hazards protection, prevention, mitigation, response, and recovery for natural, technological, or human-caused local emergencies and disasters; and assists with regional, state, and federal emergencies and disasters as required.

LCOEM plans, manages, and coordinates the administration, organization, and operation of the County Emergency Preparedness Program. Emergency management is rooted in providing “consequence management” during incidents to support first responders and community members affected by an incident. Examples of consequence management include evacuation/warming centers and shelter management, public information and warning, resource ordering and management, and facility setup and procurement for incident command posts.

Regardless of the type of hazard, it is the responsibility of emergency management to help put in place mitigation, preparedness, response, and recovery programs to deal with all hazards.

Prevention and Protection

Prevention and Protection are two mission areas focused on safeguarding the homeland from natural and human hazards. Prevention is focused on stopping and averting acts of terrorism. Protection includes actions that defend critical infrastructure from human and natural threats and include areas like intelligence and information sharing and cybersecurity. LCOEM works in partnership with law enforcement and the Colorado Information Analysis Center (CIAC) to complete projects in these areas, as well as through regional grant management of the National Homeland Security Grant for the South-Central All-Hazards region.

Mitigation

Mitigation is the process of taking sustained actions to eliminate risk or reduce the impact natural hazards on people and property. Mitigation activities can save lives and money. It is estimated that for every \$1.00 invested in mitigation projects, jurisdictions can expect to save \$6-10 in response/recovery efforts. A prime example of a mitigation action is maintaining and enforcing strong building codes, which can reduce property damage from storms.

The guiding mitigation document for Leadville-Lake County is the local Hazard Mitigation Plan (2018). This plan includes a risk assessment of natural hazards the City and County are susceptible to and agreed upon mitigation actions to implement over a five-year period.

Fire mitigation is a primary focus of Lake County. The 2022 Lake County Community Wildfire Preparedness Plan establishes goals and objectives to reduce fire risk, identifies high-risk areas, funding priorities, and community preparedness initiatives.

Response

All Emergency and Disaster Response Begins at the Local Level

LCOEM has many plans and procedures related to mounting an effective response to all-hazard incidents. The foundational plan of complex incident response is Lake County Emergency Operations Plan (EOP).

Leadville-Lake County is served by the Lake County Sheriff's Office, Leadville Police Department, Leadville-Lake County Fire Rescue, St. Vincent's Health Ambulance Services, the Lake County Emergency Communications Center, and Lake County Search and Rescue, in addition to multiple County and City departments who serve in times of need. While most incidents are handled through these agencies, there may be the need to call upon neighboring localities through mutual aid agreements for assistance. When those aid agreements are exhausted, the Lake County Emergency Operations Center (EOC) is activated to coordinate resources regionally and statewide.

Recovery

Recovery involves all the cleanup, repair, and financial assistance needed to return to an agreed upon "new normal;" is one of the most challenging aspects of disasters and the most complex. It will take time and a community-wide effort to recover from a disaster. Recovery spans days to years after an incident depending on the scale of damage.

As an elected official, you will get regular briefings on damages and the status of recovery projects. These briefings will allow you to communicate with your constituents and the media.

One question a constituent may voice is the pace of recovery efforts or why recovery efforts are not focused in a particular area. Priorities in recovery are:

1. Life Safety
2. Critical Facilities and Systems
3. Property/Environmental/Economic Preservation

The Importance of Preparedness

As an elected official, there are several important steps you can take to prepare yourself and your community for emergencies and disasters:

- 1. Understand the National Incident Management System (NIMS).** Localities are not eligible for federal preparedness funds if they do not meet annual NIMS requirements. The Department of Homeland Security (DHS) created NIMS to provide a comprehensive and consistent approach to incident management. NIMS should be adopted through executive order, proclamation, resolution, or legislation as the jurisdiction's official all-hazard incident response system. Lake County and the City of Leadville have adopted NIMS through the Lake County Emergency Operation Plan update and previous resolutions. As a leader, you can encourage NIMS use by all departments, agencies, associations, utilities, non-government organizations and the private sector.

FEMA strongly recommends that elected officials complete "IS-100 An Introduction to Incident Command System (ICS)" and "IS-700 An Introduction to National Incident Management System (NIMS)" training courses. These, and other self-paced courses, are available online at <https://training.fema.gov/is/crslist.aspx>

- 2. Get involved with the local Emergency Operations Plan (EOP).** The Colorado Revised Statutes requires each jurisdiction to maintain and keep current an Emergency Operations Plan. Familiarize yourself with the plan before an emergency and be involved with any updates. Your participation will send a strong message to the agencies and departments involved that this process is an important one.
- 3. Participate in training and exercises.** Local and regional exercises are conducted regularly, and local participation is an opportunity to practice your Emergency Operations Plan. LCOEM coordinates trainings and realistic exercises to facilitate quality responses during complex incidents.

One training that is especially useful is CO-DHSEM-1002: Emergency and Disaster Considerations for Executives, which reviews all mission areas of emergency management and your role as an elected official throughout the lifespan of an incident. LCOEM hosts either this class in conjunction with DHSEM, or a version of it specifically tailored to the local government community, after major election seasons.

4. **Encourage community and business preparedness.** Emergency responders will respond quickly after a disaster, but they cannot reach everyone right away. Everyone should be prepared to be self-sufficient for at least the first 72 hours after a disaster, and preferably for up to five days. For more information about how to prepare, visit <http://www.ready.gov>. You can also encourage residents, friends and family to sign up for Lake County Emergency alerts at: <https://lakecountygov.co/3IM767q>.

The Lifecycle of an Incident

98% of the time, the first responder agencies of Leadville-Lake County will respond to calls for service without you ever knowing, minus the sound of a siren. They will serve our community with passion, knowledge and dedication to helping people on their worst day.

2% of the time, the Lake County Emergency Operations Center (EOC) will be activated to facilitate consequence management and support first responder efforts. In these incidents, you as an elected official may be requested to assist with a disaster declaration, provide policy direction and spending limits, delegate authority to state agencies like the Colorado Division of Fire Prevention and Control (DFPC) or an Incident Management Team, or speak to residents and visitors in an evacuation shelter to inform and reassure.

Using a wildfire as an example, a complex incident in Lake County may play out like:

The Response

1. A 9-1-1 call comes in for a smoke report near Gordon Acres in July on a hot and windy summer day. Leadville-Lake County Fire Rescue, St. Vincent's EMS, and Lake County Sheriff respond and find a rapidly spreading fire that is already in the trees. Residents are self-evacuating the area. Fire calls for mutual aid assistance from Chaffee, Summit and Eagle Counties, the Incident Commander orders an evacuation, and deputies begin door-to-door evacuation notifications where safe to do so. The Incident Commander requests EOC activation.
2. Dispatch notifies LCOEM of the Incident Commander's requests. LCOEM activates the EOC and staffs it with personnel from Lake County Public Health, Department of Human Services, Community Planning & Development-GIS, Logistics, a Public Information Officer, and Public Works.
 - a. OEM and Human Services, with support from Public Works and Public Health, open an Evacuation Center at the 6th Street Gym for evacuees. The Center has a check in process for accountability, a reunification system, snacks, and places to sit. Human Services also requests mental health support from SolVista Health and security from Leadville Police Department, and has asked the American Red Cross out of El Paso to assist. They begin to determine the needs for a shelter through interviews with evacuees, along with any unmet medical needs and

coordinate with St. Vincent's EMS and Hospital for patients with smoke inhalation.

- b. In the EOC, the Logistics Section processes resource requests from Incident Command, including fire suppression resources, the Eagle Community Animal Response Team (CART) for livestock, and a drone team from the State.
 - i. The State EOC (SEOC) assists with some of these resource requests by looking to other local governments, then state agencies, and then commercial contractors. It is important to remember all resources are limited and almost always have a cost.
- c. The Public Information Officer (PIOs) activates the Joint Information Center to coordinate messaging between PIOs from multiple agencies for wide dissemination.
- d. The GIS team updates the Genasys Protect platform to educate the public about evacuation statuses and directs people to the evacuation center.
- e. The GIS team uses the Assessors mapping site to inform the Emergency Manager how many structures are threatened by the fire and provide an estimate of property worth.
- f. The Emergency Manager briefs the County Manger, who then briefs the County Commissioners on the situation. A briefing is set for 5:00 p.m. that day and the Emergency Manager intends to ask for a Disaster Declaration.

The Disaster Declaration Process:

In the State of Colorado, if a disaster overwhelms or has the potential to overwhelm local emergency response capabilities, the Mayor (City) or the Chair of the Board of County Commissioner should declare a disaster. The Disaster Declaration Annex of the Emergency Operations plan details this process. Special Districts may also declare, or the county may declare on behalf of special districts and the city. The scope and magnitude of the event, the impact of the damage and losses, and the ability of the local jurisdiction to respond will be considered and the Emergency Manager will present a recommendation to the appropriate jurisdictions.

A Declaration of Local Emergency allows for the following:

- Mobilization of resources
- Implementation of protective actions including evacuations, emergency shelters, shelter-in-place orders, emergency alerts, and warnings
- Initiation of mutual aid agreements
- Suspension of statutes
- Authorization of emergency funds

At 5:00 p.m. the Emergency Manager meets with the Board of County Commissioners, the County Attorney, the County Manager, lead Public Information Officer (PIO), the Fire Chief, and the Sheriff:

1. The Fire Chief and Sheriff give a brief overview of the incident and response activities, including how many people are evacuated, any neighborhoods on pre-evacuation, other involved agencies, and suppression tactics.
2. The Emergency Manager gives an update on Evacuation Center operations, staffing, and usage by the population, as well as public notifications and resource requests. They also present the data from the GIS team to show the values of the home and land affected by the fire.
3. Due to the amount of resources allocated to this incident, the evacuations, and expensive damage to home and property, the Emergency Manager requests the Commissioners declare a disaster.
4. The Commissioners agree and the Chair signs the Declaration. The Declaration allows OEM, Fire, and Sheriff to spend up to \$250,000 in resource ordering.
5. In this example, all three Commissioners were able to attend the briefing, but 24 hours' notice of the meeting was not able to be given. The Commissioners will ratify this decision at their next regularly scheduled meeting.
 - a. The Disaster Declaration Annex of the Emergency Operations Plan also allows for singular Commissioner, the County Manager or the Emergency Manager to declare a disaster in the absence of the full Board, which would be ratified at the next regularly scheduled and posted meeting.

After the Declaration is signed, recorded, and sent to the State:

1. LCOEM works with GIS, Public Works, and other departments to conduct an initial damage assessment that will be sent to the State Division of Homeland Security and Emergency Management (DHSEM) within 48-72 hours after the start of an incident.
2. Human Services staff, in coordination with the American Red Cross, decided after talking with evacuees there was no need for a full evacuation shelter, as many were able to seek shelter with friends and family out of County. Hotel rooms were provided for those that needed a place to stay.
3. After four days, the fire is brought under control with assistance from DFPC, the US Forest Service, wildland teams from fire agencies across the State, and air resources.
4. Evacuees are allowed to return home after five days through a coordinated re-entry process. The incident is stabilized and efforts transition to short-term recovery efforts which include repairing infrastructure and roads.

The Recovery:

- DHSEM receives the initial damage assessment and decides to send an additional team to conduct further in-depth damage assessments.

- LCOEM, along with the Logistics and Finance Section in the EOC, begin to gather costs related to the incident.
- While the fire in Gordon Acres was burning, five other fires throughout the state were on-going. All jurisdictions affected submit their own damage assessments and the combined expenditures from all six fires meet the financial threshold for a State Disaster Declaration. The Governor signs the Declaration, a necessary step in potentially receiving a Federal Disaster Declaration.

Federal Disaster Declaration Process

After a State Disaster Declaration has been signed, the Governor may request a federal declaration, which can only be signed by the President of the United States and requires higher financial thresholds to be met. The approval for a Federal Declaration is not automatic. A federal declaration must include the locality's name for it to receive aid.

Colorado has received multiple federal declarations in the past. One recently being for the 2023 Flooding in and around El Paso County. Presidential Disaster Declarations may take 6-9 months to declare. The Marshall Fire received a historically quick declaration and should be seen as an exception to the standard.

In the example above, there was not a Presidential Declaration issued. If there was, two types of federal disaster assistance would be available: Individual Assistance and Public Assistance.

Individual Assistance (IA) for Individual Citizens and Businesses

- By law, federal assistance cannot duplicate any coverage provided by private insurance.
- In order to receive IA, registrants must live in the localities named in the Federal Declaration.
- The majority of assistance to individuals comes through low interest loans from the Small Business Administration (SBA). All registrants will be asked to fill out an application for an SBA loan.
- Other federal assistance comes through direct grant and reimbursement programs:
 - Housing Assistance
 - Other Needs Assistance
 - Federal Disaster Assistance and Small Business
 - Federal Disaster Assistance and Agriculture

If Individual Assistance is available, citizens will be able to register through FEMA, which will be coordinated by LCOEM.

Public Assistance (PA) for State and Local Governments and Certain Nonprofits

Public Assistance reimburses local and state governments and certain private nonprofits for the expenses involved in response and recovery efforts.

To be eligible, the work must be the result of the disaster, be located within the designated disaster area and be the legal responsibility of the applicant. Projects that may be reimbursed include:

- Debris removal from public roads and rights-of-way and from private property when determined to be in the public interest. Debris removal on private property is the property owner's responsibility unless the debris poses a hazard to the community at large.
- Emergency protective measures, including search and rescue, warning of hazards, and unsafe structure demolition. Zoning and ordinance issues can play a major role with rebuilding. Get regular briefings about the status of these issues from the appropriate agencies.
- Public infrastructure repair, including roads, bridges, water control facilities and public utility distribution systems.

More information on the Lake County strategy for recovery can be found in the Lake County Recovery Plan available through LCOEM.

Your Relationship with the Media as an Elected Official

For many disaster survivors, information is their first need, and it is vital that information be consistent.

As you saw in the above example, a Public Information Officer (PIO) is one of the first resources activated during an incident and is involved at every step. A team of PIO's from city, county, special districts, and first response agencies support the consequence management activities of the EOC by crafting and disseminating information to assist the public. The Lead PIO oversees coordinating and disseminating information relating to the incident and is in contact with the Incident Command and the media. Elected officials must be prepared to interact with constituents and the media regarding the emergency but should be careful to coordinate their statements with the PIO's information to ensure they are sharing accurate and current information.

It is important to understand that government assistance can help disaster survivors, but it is not designed to replace all that was lost. One of your main jobs as an elected official is to help manage public expectations about what the government can or cannot provide during or after a disaster. Reassure citizens that responders are doing all they can, but do not raise unrealistic expectations. Knowing your local Emergency Operation Plan will help you more confidently and accurately answer questions.

What you say to the media can have a great impact on the public's perception of response and recovery. You can support response agencies and reassure the public by talking about:

1. Only what you know
2. What emergency responders and community leaders are doing
3. What the public can and should do
4. Positive things. Avoid focusing on problems – it can have a negative effect on recovery efforts

Now that you've read about emergency management and the life cycle of an incident, here is a little more about Leadville-Lake County:

Regional Hazard Profile

Elected officials should be able to recognize the region-specific hazards the City of Leadville and Lake County face and should be familiar with the emergency procedures in place to mitigate and respond to disasters. Based on historical and anticipated impact to the region, wildfire, drought, severe winter storms, power outages, and high wind events offer the most significant threats to the area. The following table, excerpted from the 2018 Hazard Mitigation Plan is a prioritized list of moderate to severe hazards for the region, based on national and state-level data as well as local experiences.

Table 12. Lake County Vulnerability Analysis Results

HAZARD	SEVERITY = (MAGNITUDE - MITIGATION)							Relative Risk = Probability* Severity
	PROBABILITY	Human Impact	Property Impact	Business Impact	Preparedness	County Response	External Response	
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Preplanning	Time, effectiveness, resources	Community/ Mutual Aid staff and supplies	
Avalanche	High	High	Low	Medium	Medium	Medium	Medium	High
Dam Failure	Low	High	High	High	Low	Low	Low	Medium
Drought	Medium	High	Medium	High	Low	Low	Low	High
Earthquake	Low	Low	Low	Low	Medium	Medium	Medium	Low
Expansive Soils	NA	NA	Low	Low	Medium	Medium	Medium	NA
Flood	Medium	Low	Medium	Medium	Medium	Medium	High	Medium
Hailstorm	Low	Low	Low	Low	Medium	Medium	Medium	Low
Landslides	Low	Medium	Low	Low	Low	Medium	Medium	Low
Severe Thunderstorm	Medium	Low	Medium	Medium	Medium	Medium	Medium	Medium
Snow Fall/ Blizzard	High	Medium	Low	Medium	Medium	Medium	Medium	High
Subsidence [Land]	Medium	Low	Medium	Medium	Low	Low	Low	Medium
Temperature Extremes	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
Tornado	Low	Low	Low	Low	Low	Medium	Medium	Low
Wildland Fire	High	Medium	Medium	Medium	Medium	Medium	High	High
Windstorm	Medium	Low	Low	Medium	Medium	Medium	Medium	Medium

Figure 1. Prioritized Hazards

All-Hazards Response

The City of Leadville and Lake County are vulnerable to a range of hazards, but since many of the consequences of disasters are the same regardless of the hazard, emergency managers use an all-hazards approach to emergency planning. This involves preparing for and responding to a variety of emergencies with a streamlined and shared response, leading to more effective management strategies before and during an emergency.

City and County Emergency Operations

The city and county have historically committed to an emergency response strategy for incidents affecting both jurisdictions and will devote available resources to save lives, stabilize the incident, and minimize property damage. Response is coordinated under the Lake County Emergency Operations Plan, which establishes a single, comprehensive framework for the management of major emergencies and disasters within the area. The successful implementation of the plan is contingent upon a collaborative approach between the city and county, with a wide range of partner agencies and organizations that provide crucial support during emergency operations. This collaboration involves intergovernmental communication and information-sharing, as well as coordination of planning, resource management, and other tasks relating to emergency preparedness and response.

Multi-Agency Coordination Group (MAC) / Policy Group

Elected officials serve as a part of the MAC Group, or Policy Group, during a large-scale incident. Your service in the policy group is incident-specific, and you may be asked to provide assistance if the incident is affecting your jurisdiction or agency. The Policy Group supports the EOC by:

- Providing policy guidance on priorities and objectives based on situational needs and the emergency plan.
- Making policy and financial decisions related to the incident.
- Providing legal guidance to the Incident Commander and EOC.
- Considering cultural, economic, political and social implications of the incident.
- Creating Delegations of Authority, Declarations of Emergency/Disaster, and any other necessary legal documentation.
- Providing the Incident Commander with policy, mission, strategic direction and authority to stabilize the incident.

Many of these responsibilities have similarities with duties for recovery efforts.

Common members of the Policy Group include, but are not limited to:

- Board of County Commissioners, the City Mayor, and City Council members.

- Senior executives such as the County Manager and City Administrator
- Chief officials of public safety agencies such as the Fire Chief, Sheriff, and Hospital CEO
- State agency administrators such as the DFPC Battalion Chief
- Attorneys representing affected jurisdictions.

Fire Warden

Colorado Revised Statute 29-22.5-103 addresses general authority and responsibilities for wildland fires and states in Section 2(a):

“The sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress wildfires occurring in the unincorporated area of the county outside the boundaries of a fire protection district or that exceeds the capabilities of the fire protection district to control or extinguish...”

Historically in Lake County, the Sheriff has chosen to delegate the Fire Warden duties to the Chief of Leadville-Lake County Fire Rescue. Even with this delegation, the elected Sheriff should have a working relationship with the Fire Chief and understand the statutory responsibilities of this title, and work in partnership with the Colorado Division of Fire Prevention and Control (DFPC).

Further Resources

For more specific emergency response information, elected officials should familiarize themselves with the Lake County Emergency Operations Plan. Questions should be directed to the Office of Emergency Management Director.

Important Phone Numbers and Contacts

Agency	Name	Phone Number	Emails	Website Links
Lake County Board of Commissioners	Jeff Fiedler, Chair	(719) 293-0177	jfiedler@lakecountyco.gov	https://www.lakecountyco.gov/297/Board-of-County-Commissioners
Lake County Government	Tim Bergman, County Manager	(719) 838-0004	tbergman@lakecountyco.gov	https://www.lakecountyco.gov/184/County-Manager
City of Leadville Council	Dana Greene, Mayor	719-207-2072	dgreene@leadville-co.gov	https://cityofleadville.colorado.gov/city-council-0
City of Leadville	Laurie Simonson, City Administrator	(719) 427-0154	cityadmin@leadville-co.gov	https://cityofleadville.colorado.gov/
Lake County OEM	Claire Skeen, Director	(719) 427-7785	cskeen@lakecountyco.gov	https://www.lakecountyco.gov/230/Office-of-Emergency-Management
Lake County Emergency Communications Center	Chelsa Parsons, Interim Executive Director	(719) 486-1249 Non-Emergency Line	cparsons@lakecountyso.gov	https://www.lakecountyco.gov/505/E911-Authority
Lake County Sheriff's Office	Sheriff Heath Speckman	(719) 486-1249 Non-Emergency Line	hspeckman@lakecountyso.gov	https://www.lakecountyco.gov/232/Sheriff
City of Leadville Police Department	Acting Interim Chief Dan Breyer	(719) 486-1365	dbreyer@leadville-co.gov	https://cityofleadville.colorado.gov/city-departments/police-department
Xcel Energy	Blair McGary, Area Manager for Lake County	(970) 485-0943	elizabeth.mcgary@xcelenergy.com	https://www.outagemap-xcelenergy.com/outagemap/
Parkville Water District	Greg Teter, District Manager	(719) 486-1449	gteter@parkvillewater.org	https://www.parkvillewater.org/
Leadville Sanitation District	Angelina Salazar, Office Manager	(719) 486-2993	angelina@leadvillesanitation.com	https://leadvillesanitation.com/
St. Vincent's Hospital	Andy Dreesen, CEO	(719) 486-7161	Andy.dreesen@stvincent.health	https://www.stvincent.health/
CDOT Road Conditions		511		www.cotrip.org
Sangre de Cristo Electric Association		(719) 395-2412		https://www.myelectric.coop/safety/outages/

Glossary of Terms

Coordination

The process of systematically analyzing a situation, developing relevant information, and informing appropriate personnel of viable alternatives for selection of the most effective combination of available resources to meet specific objectives.

Declaration of Emergency

Whenever, in the opinion of the Governor, the safety and welfare of the people of the state require the exercise of extreme emergency measures due to a threatened or actual disaster, they may declare a state of emergency to exist.

Emergency/Disaster/Incident

An event that demands a crisis response beyond the scope of any single line agency or service and that presents a threat to a community or larger area. An emergency is usually an event that can be controlled within the scope of local capabilities; a major emergency or disaster usually requires resources beyond what is available locally.

Emergency Alert System

A network of broadcast stations interconnecting facilities authorized by the Federal Communications Commission to operate in a controlled manner to warn and inform the public of needed protective actions in the event of a disaster or emergency situation. Lake County utilizes Everbridge to send Lake County Emergency Alerts and Integrated Public Alert and Warning System (IPAWS) messages.

Emergency Operations Center

A facility from which government directs and controls its emergency operations; where information about the status of the emergency situation is officially collected, assimilated, and reported on; where coordination among response agencies takes place; and from which outside assistance is officially requested. The Lake County primary EOC is located at 700 East 10th Street, with alternate locations at the Lake County Public Works Building, the Southern Fire Station, or even virtually as seen during the COVID-19 Pandemic.

Emergency Operations Plan (EOP)

A document which provides for a preplanned and coordinated response in the event of an emergency or disaster situation. These plans are annually reviewed to reflect changes and lessons learned and formally approved every three years.

Emergency Management

Emergency management refers to the coordination and management of resources and responsibilities pertaining to the mitigation of, preparedness for, response to, and recovery from an emergency. Emergency management focuses on “consequence-management” during and after an incident occurs to support survivors, the community, and first-responders.

Emergency Support Function (ESF)

ESFs align categories of resources to provide structure for organizing and coordinating resources by area of function (public works, transportation, firefighting, public information, etc.) The ESF structure helps ensure efficient and timely delivery of needed assistance to response operations. LCOEM utilizes 16 ESFs, as documented in the Lake County EOP.

Exercise

An activity designed to promote emergency preparedness; test or evaluate emergency operations plans, procedures, or facilities; train personnel in emergency response duties, and demonstrate operational capability. There are multiple types of exercises, but most commonly used are tabletops, drills, and full-scale exercises.

Evacuation

Assisting people to move from the path or threat of a disaster to an area of relative safety.

Federal Disaster Assistance

Aid to disaster victims and/or state and local governments by federal agencies under provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (PL 93-288).

Geographic Information System

A computer system capable of assembling, storing, manipulating, and displaying geographically referenced information, i.e., data identified according to their locations.

Hazardous Materials

Substances or materials which may pose unreasonable risks to health, safety, property, or the environment when used, transported, stored or disposed of, which may include materials which are solid, liquid, or gas. Hazardous materials may include toxic substances, flammable and ignitable materials, explosives, corrosive materials, and radioactive materials.

Incident Command System

A model for disaster response that uses common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span or control, pre-designed facilities, and comprehensive resource management. In ICS, there are five functional elements: Command, Operations, Logistics, Planning and Finance/Administration.

Initial Damage Assessment Report

A report that provides information regarding overall damage to public and private property, thereby providing a basis for emergency declaration and/or disaster assistance.

Integrated Communications Plan

This plan coordinates the use of available communications means and establishes frequency assignments for certain functions.

Local Declaration of Emergency

The condition declared by the local governing body when, in its judgment, the threat or actual occurrence of a disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent, or alleviate loss of life, property damage, or hardship. Only the governor, upon petition of a local governing body, may declare a local emergency arising wholly or substantially out of a resource shortage when they deem the situation to be of sufficient magnitude to warrant coordinated local government action to prevent or alleviate the hardship or suffering threatened or caused thereby.

Local Emergency Planning Committee (LEPC)

Appointed representatives of local government, private industry, business, environmental groups, and emergency response organizations responsible for ensuring that the hazardous materials planning requirements of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) are complied with. Lake County combines their LEPC with the Emergency Services Council which meets every other monthly on the 4th Wednesday from 10:00 – 11:30 a.m.

Mitigation

Activities that eliminate or reduce the chance occurrence or the effects of a disaster. Examples of mitigation measures include, but are not limited to, the development of zoning laws and land use ordinances, fire mitigation, county and city building code provisions, regulations and licensing for handling and storage of hazardous materials, and the inspection and enforcement of such ordinances, codes and regulations.

Mutual Aid Agreement

A written agreement between agencies and/or jurisdictions in which they agree to assist one another, upon request, by furnishing personnel and equipment in an emergency situation.

National Response Framework

Establishes a process and structure for the systematic, coordinated, and effective delivery of federal assistance to address the consequences of any major disaster or emergency.

Preparedness

The development of plans to ensure the most effective, efficient response to a disaster or emergency. Preparedness activities are designed to help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent. Preparedness also includes establishing training, exercises and resources necessary to achieve readiness for all hazards, including weapons of mass destruction incidents.

Presidential Declaration

A presidential declaration frees up various sources of assistance from the federal government based on the nature of the request from the governor.

Situation Report

A form which, when completed at the end of each day of local Emergency Operations Center operations, will provide the Director(s) of Emergency Management with an official daily summary of the status of an emergency and of the local emergency response. A copy should be submitted to the State EOC through WebEOC.

Span of Control

As defined in the Incident Command System, Span of Control is the number of subordinates one supervisor can manage effectively. Guidelines for the desirable span of control recommend three to seven persons. The optimal number of subordinates is five for one supervisor.

State of Emergency

The condition declared by the governor when, in their judgment, a threatened or actual disaster in any part of the State is of sufficient severity and magnitude to warrant disaster assistance by the State to supplement local efforts to prevent or alleviate loss of life and property damage.

Unified Command

Shared responsibility for overall incident management as a result of a multi-jurisdictional or multi-agency incident. In the event of conflicting priorities or goals, or where resources are scarce, there must be a clear line of authority for decision-making. Agencies contribute to unified command by determining overall goals and objectives, jointly planning for tactical activities, conducting integrated tactical operations and maximizing the use of all assigned resources.



Strategic Planning

FOR THE CITY OF LEADVILLE

The Basic Steps

- ▶ Review Vision/Mission/Values
- ▶ Identify Priorities
- ▶ Set Goals and Objectives
 - ▶ Timelines
 - ▶ Accountability

Leadville's Vision, Mission, and Values

▶ **Vision:**

We maintain our authentic Leadville identity while improving the quality of life for residents that is economically, culturally, and environmentally sustainable.

Mission:

We are respectful, harmonious, and collaborative and insist on transparent governing that prioritizes opportunities that preserve our history and heritage.

Core Values:

Open-minded & Flexible

Community

Preservation

Resilient

Sustainability

Next Steps

- ▶ Survey coming out in May seeking input on the city's vision statement
- ▶ Consultant, Mr. John Trylch, will present at June 18th council meeting
- ▶ Town Hall with council and public in August to set priorities
 - ▶ Tuesday, August 13th?
- ▶ Consultant to meet individually with council members and department heads to set goals and objectives following Town Hall
- ▶ Finished Strategic Plan before end of year



AGENDA ITEM #7B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 7, 2024

SUBJECT: Resolution No. 25, Series of 2024: A Resolution of the City Council of the City of Leadville, Colorado Appointing a Regular Member and an Alternate Member to the Historic Preservation Commission

PRESENTED BY: Chapin LaChance, AICP – Planning Director

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Staff requests that Mayor Greene appoint one (1) Regular Member and one (1) Alternate Member to the Historic Preservation Commission, each for three-year terms expiring 5/7/2027.

II. BACKGROUND INFORMATION:

Membership

The Leadville Historic Preservation Commission (HPC) consists of five (5) Regular Members, two (2) Alternate Members, and two (2) Advisory Members. With the recent passing of Marcia Martinek, the HPC currently has a vacant Regular Member position. Additionally, Alternate Member Nancy Bailey has resigned from the HPC, creating a vacancy in one (1) of the two (2) Alternate Member positions.

The HPC is currently seated as follows:

- Five (5) Regular Members:
 - Stephen Whittington
 - Scott Spillman
 - Mick Lindquist

- Joey Edwards, Vice-Chair
- **Vacant**
- Two (2) Alternate Members:
 - Curt Fladager
 - **Vacant**
- Two (2) Advisory Members:
 - Mark Miller
 - Stuart Francone

Applicants

Both vacancies have been advertised in the Leadville Herald-Democrat. The city received applications from three (3) applicants, listed as follows with their respective applications attached hereto:

- Stuart Francone (Current Advisory Commissioner), 316 W. 8th St.
- Stephen Mercado, 402 E. 10th St.
- Steve Prestash, 131 E. 3rd St.

Applicable municipal code excerpts

Applicable excerpts from Leadville Municipal Code [Chapter 2.48 - HISTORIC PRESERVATION COMMISSION](#) are listed below.

A. Membership.

1. Regular Members. Five members of the HPC shall be appointed by the mayor, with the consent of the city council, providing a balanced community-wide representation.

2. Alternate Members. Two alternate members of the HPC shall be appointed by the mayor, with the consent of the city council, who shall be designated as a first alternate and a second alternate. A person serving in a position as an alternate shall have the right to participate in all meetings of the HPC to the same extent as a regular member, except that an alternate member shall not be entitled to cast a vote on any matter unless the chair of the HPC temporarily assigns the alternate member to serve in the position of a regular member in the event of an absence of a regular member during all or any portion of a meeting of the HPC. When assigned to fill a regular position during a meeting, the alternate member shall assume all rights, duties and obligations of the regular member during the period of assignment and may cast a vote on any matter pending before the HPC.

...

B. Qualifications of Regular and Alternate Members. At least two members shall be residents of the city who have resided in the city for at least one year preceding the appointment. The HPC shall be composed of both professional and lay members, all of whom have demonstrated interest, knowledge or training in fields closely related to historic preservation. At least two members shall be professionals or shall have extensive expertise or experience in a preservation-related discipline including but not limited to history, architecture, architectural history, cultural

anthropology, fine arts, urban design, planning, archeology, law, or other similar disciplines. If the required number of professional members cannot be found to serve on the HPC, this requirement may be waived until the next vacancy occurs at which time the city shall again diligently seek professional representation. In the case of a lack of professional appointees, the HPC may, with council approval, be allowed to retain professional consultants to advise the HPC as necessary to fulfill its duties.

C. Appointments. Regular and alternate members of the HPC shall be appointed by the mayor, with the consent of the city council, and shall serve three-year staggered terms from the date of appointment...

III. **FISCAL IMPACTS:** None.

IV. **LEGAL ISSUES:** None.

VI. **HPC RECOMMENDATION:**

On April 9, 2024 the HPC interviewed the candidates and unanimously made a voluntary recommendation of candidate selection to Mayor Greene for the following appointments:

- Regular Member: Stuart Francone
- Alternate Member: Stephen Mercado

Applicant Steve Prestash has expressed interest in filling current Advisory Member Stuart Francone’s position, should Mayor Green appoint Mr. Francone to the Regular Member position. Advisory Members are selected by the HPC, not by the Mayor.

VII. **COUNCIL OPTIONS:**

1. Appoint a Regular Member and an Alternate Member of the HPC.
2. Do not appoint a Regular Member and an Alternate Member of the HPC.
3. Table consideration of the appointments and provide direction to staff.

VIII. **PROPOSED MOTION:**

“I move to approve Resolution No. 25, Series of 2024: A Resolution of the City Council of the City of Leadville, Colorado Appointing a Regular Member and an Alternate Member to the Historic Preservation Commission. I further move to appoint Mr. Stuart Francone as Regular Member, and Mr. Stephen Mercado as Alternate Member.”

IX. **ATTACHMENTS:**

1. Stuart Francone application
2. Stephen Mercado application
3. Steve Prestash application



STUART FRANCONI

LETTER OF INTEREST – LEADVILLE HISTORIC PRESERVATION COMMISSION

316 W 8th St. Leadville, CO | 720-854-5146 | stuartfranconi@gmail.com
<https://www.linkedin.com> > stuart-franconi-7a960611

3/4/24


Mr. Edwards, Acting Director
Leadville Historic Preservation Commission
Leadville, CO 80461

Dear Mr. Edwards, and Leadville Historic Preservation Commissioners:

Please accept this letter expressing my interest in filling the open primary or alternate Commissioner seat with the Leadville Historic Preservation Commission (HPC). I believe in the HPC's mission and am passionate about the work being done by the HPC to preserve and protect the historic significance of Leadville. I know that I could make a significant contribution.

Serving as an Advisory Member to this Commission for the past 6 months I have learned important details about the HPC, its goals, its applicable codes, and how it operates procedurally. I have worked hard during this time to expand my understanding and knowledge of historic preservation principles and to contribute in a meaningful way to the day-to-day activities of the Leadville HPC. A position on the Commission would allow me to continue my growth and level of contribution. I believe that the following credentials demonstrate a unique set of life experiences and educational background that would be an asset to the Commission.

- Colorado native with deep roots in both Lake and Park Counties
- Homeowner in Leadville for 15 years
- Advisory Member to the HPC since August of 2023. During this time, I have worked closely with city staff to evaluate COAs, attended every HPC meeting, and am working on an HPC committee to develop Leadville's Historic Walking Tour.
- Passionate about Leadville's history and the preservation of our historic structures
- Board Member of the Leadville Main Street Program
- Past Vice Chair of the Board for the Cloud City Conservation Center (C4)
- Attended multiple History Colorado monthly on-line educational lectures and the 2024 Saving Places conference.
- Graduate of the University of Wisconsin with degrees in Natural Resource Management, Soil Science and Environmental Land Restoration
- Graduate of an 18-credit hour Nonprofit Certification Program at MSU-Denver. Course work included an overview of nonprofit organizations, the roles and responsibilities in nonprofit organizations, financial management, grant writing, fund raising, and how to build a sustainable nonprofit.
- Currently researching university-level historic preservation certificate programs.
- Extensive background in reading, interpreting, enforcing, and advising clients regarding federal, state and local statutes and regulations.
- Support person for the historic preservation work planned at St. Georges Episcopal church in Leadville.

- 
- Retired after a 30-year career as an environmental scientist/consultant in the energy industry having helped start and manage two successful environmental consulting firms that were acquired by nationally recognized engineering/environmental companies.

The important work being done by the HPC will have a positive and profound impact on the future of Leadville. I would like to be a part of that work and feel that I can contribute to its success. Your consideration for my appointment to the HPC as a primary or alternate Commissioner is greatly appreciated.

Sincerely - Stuart Francone

City of Leadville

800 Harrison Avenue, Leadville, CO 80461
Clerk - (719) 486-6348, Public Affairs Office - (719) 486-2002

APPLICATION FOR THE HISTORIC PRESERVATION COMMISSION

Name Stuart Francone
Address 316 W. 8th St.
City, State, Zip Leadville, CO 80461
Phone 720-854-5146 Email stuartfrancone@gmail.com
Full time Leadville resident Yes No 15 years here

If part time, how many months a year do you spend in Leadville? _____

Do you have a degree in any of the following? Please check all that apply.

<input type="checkbox"/> History	<input type="checkbox"/> Year & degree
<input type="checkbox"/> Archaeology	<input type="checkbox"/> Year & degree
<input type="checkbox"/> Architectural History	<input type="checkbox"/> Year & degree
<input type="checkbox"/> Architecture	<input type="checkbox"/> Year & degree
<input type="checkbox"/> Historic Architecture	<input type="checkbox"/> Year & degree

Please specify your professional experience in your degree field. If you do not have a degree, please explain your experience with any or all of the above areas. Please attach a separate sheet. **Please See Attached**

Do you have any research experience? Yes No
If yes, please explain on a separate sheet.

How many hours a month are you able to spend with the HPC? 15-20 hours

Are you willing to attend training sessions to become more knowledgeable about the CLO?

Do you have additional skills that will enhance the HPC? Please describe.

Please describe any additional skills that you believe enhance your ability to serve on the Historic Preservation Commission.

Yes
Yes - Please See Attached
Please See Attached.

★ Note: I do maintain a Townhome in Denver where I visit our family on several weekends / months.

City of Leadville

800 Harrison Avenue, Leadville, CO 80461
Clerk - (719) 486-0349, Public Affairs Office - (719) 486-2092

APPLICATION FOR THE HISTORIC PRESERVATION COMMISSION

Name STEPHEN MERCADO
Address 402 E. 10th St
City, State, Zip LEADVILLE, CO 80461
Phone 303-907-3711 Email MERCADOS53@YAHOO.COM
Full time Leadville resident Yes No 20+ # years here

If part time, how many months a year do you spend in Leadville? _____

Do you have a degree in any of the following? Please check all that apply.

<input type="checkbox"/> History	_____ Year & degree
<input type="checkbox"/> Archaeology	_____ Year & degree
<input type="checkbox"/> Architectural History	_____ Year & degree
<input type="checkbox"/> Architecture	_____ Year & degree
<input type="checkbox"/> Historic Architecture	_____ Year & degree

Please specify your professional experience in your degree field. If you do not have a degree, please explain your experience with any or all of the above areas. Please attach a separate sheet.

Do you have any research experience? Yes No
If yes, please explain on a separate sheet.

How many hours a month are you able to spend with the HPC? _____ hours

Are you willing to attend training sessions to become more knowledgeable about the CLG?

Do you have special skills that will enhance the HPC? Please describe.

Please describe any additional qualifications that you believe enhance your ability to serve on the Historic Preservation Commission.

I HAVE A DIPLOMA IN ARCHITECTURAL DRAFTING
I AM CURRENTLY STUDYING FOR MY PRACTICE EXAM. KNOWLEDGE OF BUILDING CONSTRUCTION

I HAVE SEVERAL YEAR OF RESEARCH WRITING
GRANTS, PROPERTIES, ARCHITECTURAL
DRAFTING AND DESIGN.

Today is March 12th 2024, Tuesday

Hereby do I request to join the Historic

Preservation Committee. Attached is my prior

2 page application for the P+Z, so it should

also apply here.

Additionally, I have been in many of

the local historic buildings (commercial) and

have some insights into their strengths +

weaknesses.

respectfully
best



Steven R. Prestal

February 28th 2024 Wednesday: hereby I Steven R. Prestash residing at 131 East 3rd Street (mailing address is PO Box 1871 Leadville CO 80461) Leadville since 1996, do apply for both positions of Leadville Planning and Zoning Commission or Alternate. I moved to Leadville (from Pennsylvania)


January 1980 and have lived here full time since then, with the exception of 1984 to 1989 where I resided at University of Colorado at Boulder. Yet I maintained a residence in Leadville for the first 5 of these 6 years.

I have experience working as a laborer in Leadville, so have worked on and within buildings and properties, e.g. digging foundations or water lines. I also worked the length of the sidewalk renewal project on Harrison Avenue, and both phases of the Airport expansion as a laborer.

As a English literature major at CU Boulder, I have experience researching issues and topics. My experience also includes working with the Colorado Revised Statutes (I usually have a set from the prior year), and have utilized them in various defensive litigation I've filed in our District Court.

As I am not a professional property manager, relator, or developer, it is readily apparent to the public that I do not have a direct or indirect financial gain from effecting city wide zoning and thus appointing me significantly avoids any public perception that there exists an appearance of impropriety.

Best



Steven R. Prestash

(2)

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 25
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LEADVILLE, COLORADO
APPOINTING A REGULAR MEMBER AND AN
ALTERNATE MEMBER TO THE HISTORIC PRESERVATION COMMISSION**

WHEREAS, pursuant to the City of Leadville (“City”) Municipal Code (“Code”), Section 2.48.010, a historic preservation commission (“Commission”) for the City is created;

WHEREAS, pursuant to Section 2.48.020 of the Code, five voting members and two alternates on the Commission shall be appointed by the mayor, with the consent of council, and their terms shall be for three years, staggered so that one new member is appointed each year;

WHEREAS, there currently exists one vacancy for a Commission Regular Member and one vacancy for an Alternate Member;

WHEREAS, the City advertised these vacancies in the *Leadville Herald*;

WHEREAS, the City received three applications in response to the advertisement;

WHEREAS, the applicants are all qualified to serve on the Commission, having demonstrated interest, knowledge, or training in fields closely related to historic preservation pursuant to Section 2.48.020 of the Code.

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

_____ is hereby appointed as a Regular Member of the City of Leadville Historic Preservation Commission, and

_____ is hereby appointed as an Alternate Member of the City of Leadville Historic Preservation Commission.

This Resolution shall be effective upon its adoption.

ADOPTED this 7th day of May, 2024 by a vote of ___ in favor, ___ against, ___ abstaining, and ___ absent.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk



AGENDA ITEM #7C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 7, 2024

SUBJECT: Resolution No. 26, Series of 2024 - A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors

PRESENTED BY: Sarah Dae, Tabor Opera House Executive Director

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 26, Series of 2024 - A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors.

II. BACKGROUND INFORMATION:

Pursuant to the City of Leadville's ("City") purchasing policy, the City and the Tabor Opera House Preservation Foundation ("TOHPF") issued an invitation for bid ("IFB") on the construction contract for the rehabilitation of the exterior envelope Phase 3 construction contract (Project Identification: 2024-01). This IFB was posted via websites, emails and posting on Rocky Mountain Bid Net from March 7 through April 18, 2024. Several addendums throughout the bid proposal process resulted in an extension of the proposal due date to April 18, 2024.

TOHPF Executive Director Sarah Dae and the Phase 3 Rehabilitation Selection Committee, comprised of TOHPF board member and professional architect Nan Anderson, alongside professional architect, and former board member Natalie Lord, and our 2024-001 Phase 3 Project Manager and Project Architect Kris Hoehn were selected to render a recommendation on the

contract award. The selection committee diligently reviewed the proposals on April 19th, reconvening on April 25th after further deliberation and reviewing additional documentation that was requested of both bidding firms.

A comprehensive analysis was crafted by the selection committee, outlining the merits and drawbacks of each submission. This report was subsequently presented during a special meeting of the TOHPF Board of Directors on Friday, April 26th.

After careful consideration, the TOHPF Board of Directors arrived at a challenging decision: to recommend the award of this phase of the project to Spectrum General Contractors. The primary rationale behind this recommendation stems from the extensive professional expertise demonstrated by Spectrum, with many committee members having collaborated with the organization for over three decades on various projects across Colorado.

Furthermore, Spectrum's proposal offered a significant cost advantage, amounting to \$180,000 less than other contractors previously partnered with by TOHPF and the City of Leadville over the past four years of the exterior rehabilitation project. Both proposals outlined plans to collaborate with the same metal upper cornice subcontractor. However, Spectrum's proposal stood out due to its commitment to completing the majority of the scope of work within a single construction season, with a target completion date of June 2025, thereby minimizing costs associated with scaffolding.

Despite the competing proposal promising consistency with the project team, the TOHPF and City of Leadville recognized Spectrum's established professionalism in historic preservation. Given the substantial reduction in costs, amounting to 25% of the entire project budget, the board deemed it the most financially prudent decision to proceed with Spectrum General Contractors.

III. FISCAL IMPACTS:

The fiscal impact of the project on the City of Leadville will be initially aligned with the project's budget as set and awarded by our partners at the Department of Local Affairs, the State Historic Fund/History Colorado, TOHPF Foundation's earned and contributing tax credits, and a generous private philanthropic donation totaling \$1,100,000 for this phase of the project. This comprehensive funding package includes significant contingency line items to address unforeseen expenses.

In light of this, Spectrum General Contractors submitted a bid of \$667,675.03 for the project, while our budget allocation for this phase and associated activities stands at \$836,000. The competing proposal, on the other hand, was submitted for \$841,736. Given the favorable bid from Spectrum, we will collaborate with the City of Leadville to award the project at the submitted proposal amount of \$667,675.03.

Throughout the construction period, unforeseen circumstances may arise, necessitating change orders to address unexpected conditions as they are uncovered.

That being said, with the project award initially reduced from prior budgeted expectations, it's essential to note that matching grantors from the Department of Local Affairs and the State Historic Fund will adjust their contributions accordingly. This adjustment will also positively impact TOHPF's matching funding from earned tax credits and private donor contributions over the course of the project in 2024 and 2025.

IV. LEGAL ISSUES:

CONTRACT SECURITY:

Section 13.5 of the General Conditions sets forth City's requirements as to the Performance Bond. When the Successful Bidder delivers the executed Construction Contract to City it shall be accompanied by the required Contract Security.

SIGNING OF CONSTRUCTION CONTRACT:

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by an unsigned Construction Contract with all other written Contract Documents attached. Within ten (10) days of the date of the Notice of Award, the Contractor shall sign and deliver the required number of counterparts of the Construction Contract and attached documents to City with the required Performance Bond. Within ten (10) days after the City's receipt of the Construction Contract executed by the Contractor and the required Performance Bond, the City shall deliver a fully signed copy of the Construction Contract to Contractor for its records. Electronic signatures and electronic copies of the Construction Contract and Contract Documents are permitted to be used by the City and Contractor unless otherwise prohibited in the Contract Documents. The contractor shall be required to notarize the Construction Contract.

CONSTRUCTION CONTRACT SUBJECT TO CONSTITUTIONAL LIMITATIONS:

The Construction Contract between the City and the Successful Bidder is subject to all applicable Colorado constitutional limitations, including that the City's financial obligations shall be from year to year only and shall not constitute a multiple fiscal year debt or financial obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated, as more fully described in Part 2 of the Construction Contract.

TAXES:

City is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Those taxes shall not be included in the Contract Price.

RETAINAGE:

Provisions concerning retainage are set forth in Section 9.6.7 of the General Conditions. The contractor will not be permitted to deposit securities in lieu of retainage, unless specifically agreed to in writing by City.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 26, Series of 2024 - A Resolution

Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors.

VII. COUNCIL OPTIONS:

1. Move to approve Resolution No. 26, Series of 2024 - A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors.
2. Move to deny Resolution No. 26, Series of 2024 - A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors.
3. Table consideration of the Resolution and provide direction to staff.

VIII. PROPOSED MOTION:

“I move to approve Resolution No. 26, Series of 2024 - A Resolution Awarding the Tabor Opera House Rehabilitation of Exterior Envelope Phase 3 Construction Contract (Project Identification: 2024-01) to Spectrum General Contractors.”

IX. ATTACHMENTS:

1. 2024 TOH (Tabor Opera House) Project Budget and Scope
2. Spectrum General Contractors Submitted 2024-001 Proposal
3. TOHPF Google spreadsheet of comparison analysis of submitted bid packages.

A&M Renovations, LLC

TO: Sarah Dae, Tabor Opera House Preservation Foundation
Kris Hoehn, Hoehn Architects

RE: Tabor Opera House
Proposal for Emergency Cornice Repairs

DATE: 3.25.24

A&M Renovations, LLC would propose to perform emergency stabilization work on the upper sheet metal cornice at the Tabor Opera House for the Estimated Price below. Due to the emergency nature of this work, together with the fact that a stabilization plan will be finalized only once work had begun, A&M would propose to perform this work on a Time & Materials basis, as illustrated by the allowances used to calculate the Estimated Price below. Any major departures from this estimate will be made only in consultation with the Project Architect, Engineer, and Owner.

As part of this project, A&M will be renting an 85' boom lift, and we will provide the Project Engineer with access to the cornice area. We will stay in constant contact with the Project Architect, Engineer, and Owner as we collectively devise a stabilization plan.

Labor

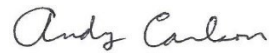
Supervisor	30 hours x \$125/hour	\$ 3,750
Carpenter	20 hours x \$75/hour	\$ 1,500
Lift Rental	2 days	\$ 3,000
Materials Allowance		\$ 1,000
Travel Expenses	round trip, 2 nights hotel , per diem	\$ 750
<u>Profit & Overhead</u>	<u>15% of expenses</u>	<u>\$ 1,500</u>
Estimated Price		\$ 11,500

Please have an authorized representative of the Tabor Opera House sign below to indicate acceptance of this proposal.

Signature

Date

Thank you,



Andy Carlson

Project Executive

Heritage Window Restoration | A&M Renovations

5800 E. 58th Ave. Unit K
Commerce City, CO 80022
andy@heritagewindowrestoration.com
720-435-6750



April 30th, 2024

Spectrum General Contractors
5135 East 38th Avenue,
Denver, CO 80207

Dear Steven Hansen & Spectrum General Contractors,

I am delighted to inform you that Spectrum General Contractors has been selected as the contractor for the 2024-01 Project Identification: Tabor Opera House - Rehabilitation of Exterior Envelope Phase 3 Contract Identification.

The decision to award the project to Spectrum General Contractors was made following a comprehensive evaluation process conducted by the Tabor Opera House Preservation Foundation's Board of Directors. Your proposal stood out for its thoroughness, professionalism, and alignment with our project objectives.

We are particularly impressed by Spectrum General Contractors' commitment to delivering high-quality work within the specified timeline. Your proposal's competitive pricing and proposed project timeline are both in line with our goals for the rehabilitation of the Tabor Opera House.

Please note that while the decision has been made internally, it still needs to be officially approved by the Leadville City Council. This matter is slated to be discussed and awarded at the Tuesday, May 7th, 2024 Council meeting. We will extend an invitation for you to attend the meeting, but Tabor Staff will provide the summary information and recommended award on behalf of the project.

Once the official approval is obtained, we can begin the process of mobilizing and preparing for a kick-off meeting with members of the committee, the project manager, and staff. Please be aware that my last day as the Executive Director will be May 24th, but we are currently working on the transition with our new Executive Director, Sara Edwards. We will ensure that we walk through this process closely with you to ensure effective preparation and coordination.

Thank you once again for your dedication and commitment to this project. Should you have any questions or require further clarification, please do not hesitate to contact me directly.

Warm regards,

A handwritten signature in cursive script, appearing to read "Sarah Dae".

Sarah Dae, Executive Director, Tabor Opera House Foundation



**STATE HISTORICAL FUNDS
QUALIFICATION STATEMENT**

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FIRM BACKGROUND AND QUALIFICATIONS

LEGAL STATUS

Spectrum General Contractors, Inc is a Colorado Corporation.

OWNERS

Brion Doyle, President
 John Lanphier, Vice President
 Graham Johnson, Vice President

BRIEF HISTORY

For more than 40 years, Spectrum General Contractors has established a reputation for building some of the most challenging and creative projects in the Colorado market. Our project types include commercial construction, adaptive reuse, historical restoration and commercial remodel. Our principal focus is to work closely with Owners and Architects to build a project with the greatest value and craftsmanship attainable.

MANAGEMENT TEAM

It is often said that low corporate turnover is the reflection of a good company. Well in 40 years our team is still here, and growing. Of our 68 employees, we have seven project managers, four assistant project managers, and nine superintendents.

BUSINESS APPROACH

Spectrum practices the Relationship Management approach for a complete team immersion during all stages of a project. This means having our estimators, superintendents, project managers, and assistant project managers involved from day one, whether that be starting with design-assist or submitting a bid. This level of Team involvement allows us to achieve successful completion of projects.

Spectrum offers a custom approach to construction unlike other general contractors. Adjoining the company office at 5135 E. 38th Ave. is a millwork shop, steel shop and steel yard. The ten thousand square foot millwork shop specializes in custom millwork and historic window restoration. The four thousand square foot steel shop produces creative architectural and structural steel with access to a six thousand square foot yard for storage. With these shops, Spectrum can produce many specialty items that satisfy complicated or unique scheduling, sourcing, and budget requirements.

FACILITIES

Main Office	5135 East 38th Avenue, Denver, CO
Steel Shop	5145 East 38th Avenue, Denver, CO
Millwork Shop	3649 East 40th Avenue, Denver, CO

INSURANCE CAPACITY

Spectrum insurance limits typically meet or exceed our clients insurance requirements. Certificates for evidence of our insurance are available upon request.

EXPERIENCE

Our deep history of historic projects includes dozens of jobs ranging in size from \$5,000 to \$10m. Each historic project brings a new set of challenges. The ability to work in a Design/Build arrangement and assist the design team in selective demolition and exploration prior to beginning the job is invaluable in identifying limitations and potential issues before they are discovered. The combination of deep project experience in our management team and strong subcontractor participation in project planning has been a winning combination for many successful historic projects.



SUBCONTRACTOR SELECTION

Spectrum is fortunate to have a long history working with high caliber subcontractors and tradesmen. Our wide variety of project types has also helped to build a diverse base of subcontractors that affords the project manager options for competitive pricing and assurance of expertise and quality. Clear communication from the beginning in defining responsibility and quality expectations is critical in successful subcontractor relationships. The project manager will also work with subcontractors to ensure that the job is adequately staffed, supplied and that cost and schedule milestones are maintained.

MANAGEMENT STRUCTURE

Spectrum is organized with three senior project managers who actively manage and oversee all company activity as well as seven full time project managers who focus on several projects at one time. The project managers are responsible for every aspect of their projects and are intimately involved in the project process from early in the estimating phase until project close out. Their direct oversight includes cost and budget management, scheduling, project sequencing and full communication with all subcontractors, owners and owner's representatives.



PROJECT NARRATIVE AND APPROACH

1. Providing continuity between the construction staff and project management team

The project engineer/superintendent will be the greatest means of continuity between the construction staff and project management team. They are the face of the project and the central point for communication between the subs and project management team. Superintendents are on site to oversee, guide, and line-out the subcontractors' work. Their on-site presence allows them to update the project manager of the current and future project needs, react to immediate needs of the client (i.e. ensure the building remains accessible for the occupants), and reach out to the client for immediate needs of the project (i.e. notifications to the occupants, obtain answers directly from client or architect when the answer cannot wait for the project manager to issue an RFI). Our project management team will be in daily communication with the superintendent to ensure that they have all of the information, resources and tools necessary to complete the job successfully.

2. Constructibility review and value engineering to control costs and maintain budget

Projects become feasible — and remain feasible — when we scrutinize a project using our method of value analysis. We lead the Project Team to understand cost and constructibility to identify the most sensible choices early in the project. This results in up front cost savings, better quality project and avoiding certain change orders.

Value analysis includes evaluation of the “constructibility” of the design. Our method includes brainstorming, creative problem solving, positive Team dynamics, and a solid understanding of the realities of the design and construction process. Selecting one building system can have an effect on the cost of other systems, or the long-term operation. The true cost of the system must be analyzed in light of the complex interrelationships of its many components.

Identify characteristics of the system – performance, durability, availability, appearance, prestige, etc. – and then creatively identify alternative systems and components that meet (or exceed) the design and functional requirements. Compare alternatives for cost and value and provide clear and timely information on the viable choices to the Project Team to make the best decision.

Bottom line, we control costs and maintain the budget by expertly leading the Project Team through the value analysis process to select project components with a full understanding of their effect on design, cost, quality, constructibility, and schedule.

3. Communication with the Owner and Design Team

Maintaining open lines of communication is very important for the success of the project. A weekly or bi-weekly meeting or conference call with the team will help ensure everyone is up to date with all facets of the project so they can contribute as necessary. During these meetings project-related topics could be discussed such as 'Hot Topics' - issues needing urgent resolution, design or structural conflicts, submittal reviews, schedule updates, budget updates for projected use of contingency or owner change order, safety concerns, public relations, and so forth. While this meeting agenda is created by the construction project manager, all participants are welcome to add to the agenda. Pending direction from the owner, these meetings can be documented as a separate set of minutes or noted in the next agenda.

PROJECT NARRATIVE AND APPROACH

4. Quality Control

A few ways Spectrum implements quality control is through:

- OAC Meetings (as described above)
- On-site contractor-subcontractor meetings ran by the project superintendent to discuss such matters as method of procedures, contractor and occupant safety, problems, and scheduling.
- Implementation of Safety Procedures—when contractors are working safely they help avoid incidents that can be damaging to work already completed or damaging to the schedule.

5. Construction Schedule

Spectrum uses Microsoft Project to list project tasks with start and finish dates. This can then be shown in calendar view or more commonly, as a Gantt chart. We create an overall project schedule to understand the big picture and on a more regular basis update a detailed two or three-week look ahead schedule. The project manager and superintendent collaborate on updating the schedule and reach out to subcontractors for input as well.

6. Safety

Job-site safety is achieved by (but not limited to):

- Implementation of OSHA standards
- Use of site logistic and material staging plans
- Various safety training to Spectrum employees provided by Spectrum's 3rd-party safety inspector, Hellman and associates
- Periodic site visits by Hellman & Associates to ensure safety measurements are being followed during construction.
- A copy of Spectrum's Safety Program is available upon request.

7. Project Closeout

To ensure we leave the owner and architect with a favorable impression of Spectrum, it is important we complete our inspections and punch lists, as well as submit all warranties (from contractor, subcontractor, and specialty equipment), and operations and maintenance manuals in a timely fashion. If as-built records are part of the contract we push for subcontractors to update the drawings during the project so they can submit their red-lines at closeout.

IN-HOUSE CRAFT LABOR

The ability accurately self estimate and self perform a wider variety of work than many general contractors sets Spectrum apart in this busy construction market. Our in house staff includes welders, carpenters , and laborers working on site and in two dedicated shops totaling almost 15,000 square feet. The management team works closely with the field staff to have a true understanding of costs and requirements associated with providing an efficient and high-quality product in these areas. We rely on a diverse group of subcontractors for many aspects of project delivery but are also able to self perform:

- Structural and ornamental steel
- Custom mill-work and casework (including historic replication)
- Custom doors and windows (including historic replication and restoration)
- Installation of doors, hardware, trim and casework

In addition to self performance of the work listed above, we also maintain strong relationships with independent subcontractors of similar trades who have assisted in many successful past projects. When self performance of certain aspects of a project do not meet the needs of the project team we are willing and open to explore all options available.

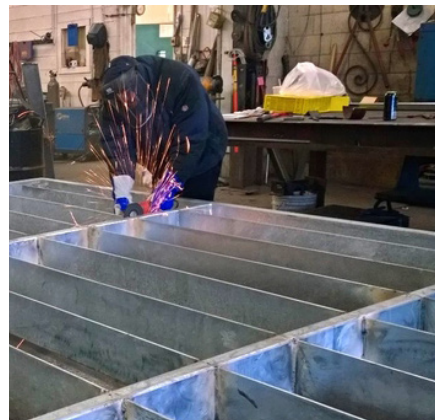
SERVICE

STEEL AND METAL FABRICATION

Our skilled fabricators and welders have built impressive objects out of steel. A few examples of this shop's work include detailed railings and handrails, light fixtures, trellis/ pergola, fencing, doors, window frame/sash, storefront, desks, and so on. There is no limit to what the shops at Spectrum can do. If you can dream it made out of steel, then our skilled craftsmen and fabricators will figure out how to craftily fabricate each piece with a high level of detail.

We offer customer ornamental and structural steel services in both residential and commercial construction. Specializing in boutique work; custom elements in restaurants and other tenant improvement work.

Maintaining the same personnel in this shop for over a decade has allowed us to develop very good quality, consistency and respectable understanding of costs and schedules to fabricate and install steel elements on any project. Furthermore; we work almost exclusively on projects for which we are the general contractor. Self-performing this portion of the work provides a much more control of schedule and cost.



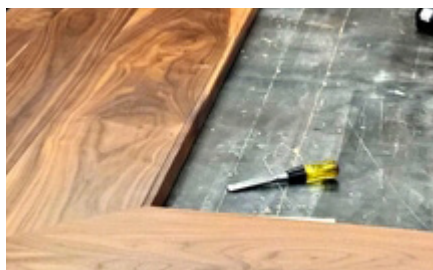
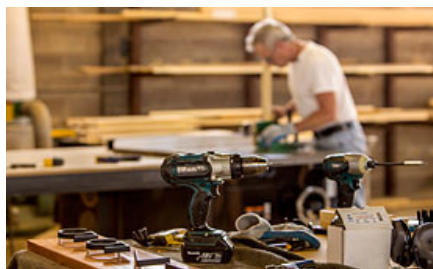
SERVICE

MILLWORK

The Spectrum mill shop specializes in wainscot, storefront, arched doors, reception desks, rounded panel walls, cabinets, suspended ceilings, pergola, fencing, and display walls. If you can dream it made out of wood, then the skilled craftsmen and fabricators will figure out how to make it and provide a shop drawing for you to approve before they get started.

Rather than ordering a custom cabinet from a cabinet company who may charge more than the budget allowance and has a lead time longer than the schedule allows, we can use the employees of the mill work shop to build the cabinet, stay on schedule, and more often than not meet or beat the budget allowance. However, we welcome competitive bidding against ourselves. We are not opposed to using a subcontractor when they can offer better pricing or scheduling than our own shops can.

Projects become feasible, and remain feasible, when we scrutinize a project using our method of Value Engineering. Project value is maximized when a cost-conscious Project Team applies Value Engineering from the beginning of the design. Proper leadership of the Value Engineering process is rigorous and creative. Our method includes brainstorming, dynamic problem solving, positive Team dynamics, and a solid understanding of the realities of the design and construction process. We lead the Project Team to identify the most sensible choices early in the design. We believe Value Engineering is not a mere “shopping list” but a means to savings, better quality, and little or no change orders because of the early evaluation of the constructibility of the design.



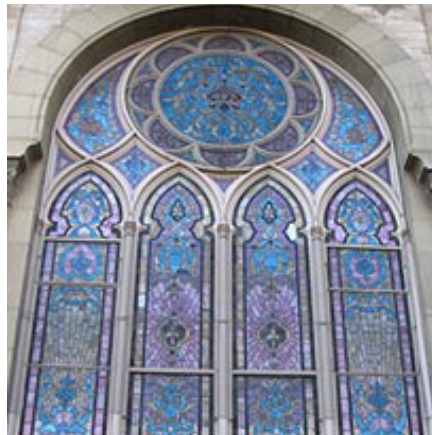
SERVICE

WINDOW RESTORATION

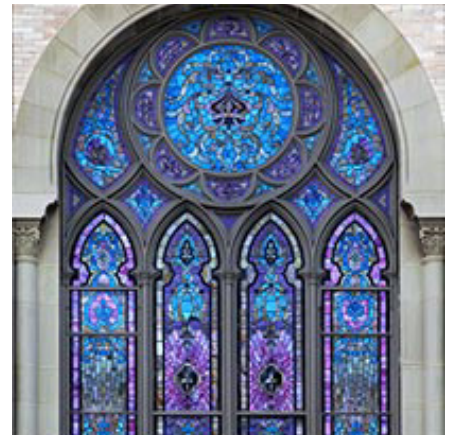
Noted preservation architect Carl Elefante famously coined the phrase, "The greenest building is the one that is already built." Here at Spectrum General Contractors we also believe that the greenest window is the one that is already in place. We have spent the last decade perfecting and continually updating our shop and restoration practices in order to provide the highest quality services for historic window and door restoration in the Rocky Mountain West.

Our shop dedicated specifically to the tasks of window, door and historic mill-work restoration is capable of restorations ranging from the smallest residence to the largest office building and everything in between. We have a strong working relationship with one of Denver's most renowned stained glass artists and have worked in cooperation to restore and install protective glazing in many local churches.

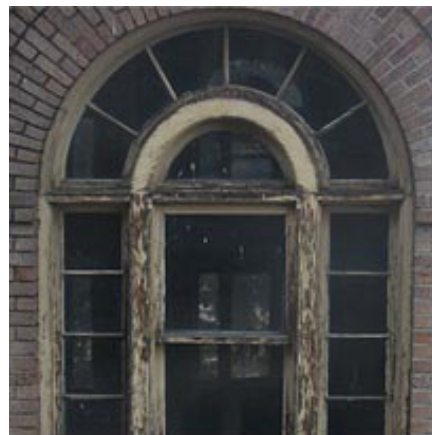
The staff at our shop is well versed in every aspect of window restoration and possess the diverse skill set required to seamlessly integrating state-of-the-art technology with old world craftsmanship. Our restoration process closely follows accepted restoration and repair procedures as outlined by the National Parks Service in addition to constant improvement through in house research and development.



Before



After



Before



After

LOVELAND FEED AND GRAIN

Address - 130 W 3rd Street, Loveland, CO

Project Size - 23,000 SF

Project Description - Nine residential units and 5,000 SF of leasable commercial space in a historic mill

Scope of Work - Structural, HVAC, Electrical, Plumbing, Fire Suppression, Fire Alarm, Historic Window and Door Restoration, Roofing, Siding, Finishes, Landscaping

Architect - RATIO

Owner - Artspace

Estimated Completion - Jan. 2024

Valuation - \$8 MM



CO STATE CAPITOL OLD SUPREME COURT RESTORATION

Address - 200 E Colfax Ave, Denver

Project Size - 2,800 SF

Scope of Work - Flooring, underfloor heating and ventilation system, historic casework, historic wall stenciling, acoustics, railings, retrofit historic light fixtures with LEDs

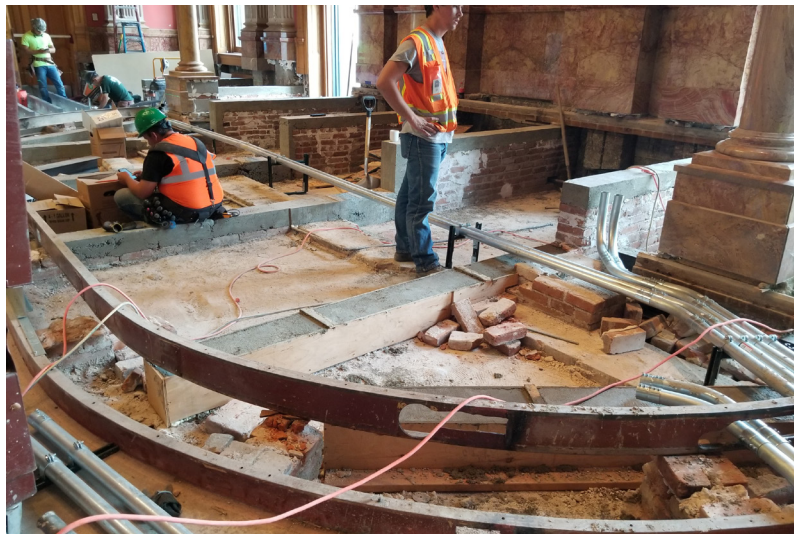
Architect - Form+Works Design Group

Owner - State of Colorado

Year of Completion - 2019



*Photo courtesy of Form+Works



HARRIS STREET COMMUNITY BUILDING

Address - 103 South Harris Street,
Breckenridge, CO

Project Size - 26,000 SF

Scope of Work - Structural rehabilitation, MEP, building addition, interior finishes

Architect - Anderson Hallas

Owner - Town of Breckenridge

Year of Completion - 2015

Valuation - \$8.35 MM



ST. BARNABAS

Address - 1280 Vine Street, Denver, CO

Project Size - 14,000 SF

Scope of Work - Full structural and MEP rehabilitation as well as a second story addition and restoration work

Architect - Anderson Hallas

Owner - St. Barnabas Episcopal Church - Jim Hayes

Year of Completion - 2018

Valuation - \$2.28MM



BEAVER MEADOWS VISITOR CENTER

Address - 1000 US 36, Estes Park, CO

Project Size - 18,000 SF

Scope of Work - HVAC, Electrical, Fire Suppression, Terrazzo Repair

Architect - Anderson Hallas

Owner - National Park Service

Year of Completion - 2021

Valuation - \$7MM





STEVEN HANSEN

Historic Preservation Specialist
Project Manager

PHONE
608.444.4532

EMAIL
stevenh@spectrumgc.com

BACKGROUND

Steve was born and raised in Driftless Area of southwest Wisconsin. Born into a family of carpenters, barn and church builders, tradesmen, and farmers, construction is in his blood. He received his B. S. in Building Construction Management and Business Administration Minor from UW-Platteville, and brings 35 years of professional construction estimating and project management to the table. A carpenter by trade, and having supervised a full service cabinet and millwork shop, he has his share of hands-on experience as well. Specializing in historic renovation/restoration and trout stream rehabilitation, he has found a niche to his liking in the Denver/Ft. Collins area, and hopes to put both specialties to good use in Colorado.

RELATED PROJECT EXPERIENCE

A.D. German Warehouse Richland Center, WI - Frank Lloyd Wright structure
Wyoming Valley School Spring Green, WI - Frank Lloyd Wright structure
Al Ringling Theatre Baraboo, WI - Ornate 1915 theater
Mineral Point Opera House Mineral Point, WI - 1915 theater
Mineral Point Depot Mineral Point, WI - 1856 two-story stone depot
New Glarus Depot New Glarus, WI - 1887 two-story wood framed depot
Stoughton Train Depot Stoughton, WI - 1913 wood framed depot
Whitewater Train Depot Whitewater, WI - 1891 wood framed depot
Edgerton Train Depot Edgerton, WI - 1906 wood framed/brick depot
Rowe House Mineral Point, WI -
Pendarvis Historic Site with log/stone/frame house/museum
Edgewood High School of the Sacred Heart
Madison, WI - 1927 restoration of brick/stone high school
Richland Center City Auditorium
Richland Center, WI - 1912 brick auditorium- elevator/lobby/stair addition
The Old Feed Mill Mazomanie, WI - 1857 grain mill
Executive Residence (1921 Governor's Mansion), Madison, WI
Old UW-Platteville Chancellor's Roundtree Residence
Platteville, WI - 1854 two-story brick home
Recent UW-Platteville Chancellor's West Main Residence
Platteville, WI - 1934 wood framed/masonry home (State Award),
Memorial Union- UW-Madison Madison, WI - 1928 stone/masonry student center/union
First Capital State Park Belmont, WI - two 1836 wood framed structures
Old World Wisconsin Eagle, WI - restoration of the wood framed Grange Hall and stone and timber construction of the Waterville Store
1st Congregational Church - 1869 wood framed/bell tower/steeple restoration
Stoughton Historical Museum Stoughton, WI - 1858 Greek Revival wood framed church
Iowa County Courthouse Dodgeville, WI - 1859 oldest courthouse in use- stone
Mike Morrone Residence Darlington, WI - 1850's two-story stone block house



JONAS LANDES

Project Manager

PHONE

607.342.1211

EMAIL

jonasl@spectrumgc.com

BACKGROUND

As a Project Manager with Spectrum, Jonas oversees projects from start to finish, including estimating, negotiating with subcontractors, scheduling, and obtaining permits. Prior to joining Spectrum, Jonas was the Director of Projects and Operations at HistoriCorps a non-profit historic preservation construction company. As the Director of Projects and Operations Jonas oversaw the rehabilitation of over 200 historic buildings and structures in 27 states and Puerto Rico during his 10-year tenure. Jonas is a Colorado Native and has a Master of Arts in American Studies with an emphasis in Historic Preservation from the University of Wyoming.

RELATED PROJECT EXPERIENCE

Loveland Feed and Grain - Valuation \$12 Million - Ongoing

130 W. 3rd Street, Loveland

Owner: ArtSpace

Nine residences and 4,500 SF of commercial space in a historic mill

Senate Floor Reno, Colorado Capitol - Valuation: \$1,300,00 - 2022/2023

200 E Colfax Ave. Denver, CO

Owner: State of Colorado

Structural, electrical, and data upgrades to Senate Floor

Capital Heights Presbyterian Church - Valuation: \$220,000 - 2023

1100 Fillmore Street Denver, CO

Owner: SHF Funded

Multi-Phase reroofing and masonry repairs to 1910 era church

Julie Harris Theatre - Valuation: \$150,000 - 2022

Steamboat Springs, CO

Owner: Perry Manstiell Performing Arts

Structural Retrofit of 1950s mid century theatre

Fitzory Place Porch Repairs - Valuation: \$225,000 - 2021

2160 S Cook Street, Denver CO

Owner: SHR Funded

Restoration of 1880s porch and porte-cochere

Beaver Meadows Visitor Center - Valuation: \$7 Million - 2021

1000 US-36 Estes Park, CO

Owner: Rocky Mountain NP

Rehabilitation of existing building in remote location with architectural and MEP upgrades, coordination of temporary facilities and utilities and extensive terrazzo repair

Denver Press Club Mechanical Upgrades and Reroof - Valuation: \$250,000 - 2021

1330 Glenarm Pl, Denver CO

Owner: SHF Funded

MEP upgrades and reroofing of 1920 historic fraternal building

Joint Library Renovation, Colorado Capitol - Valuation: \$1,200,000 - 2020

200 E Colfax Ave, Denver CO

Owner: State of Colorado

Restoration of legislative and legal library for Senate and House

Sullivan Gate Phase III Rehab - Valuation: \$1,900,000 - 2020

2551 E Colfax Ave Denver, CO

Owner: City & County of Denver

Restoration of 1920s City Beautiful monument and walls

REFERENCES

COLORADO STATE CAPITOL - JOINT LIBRARY RESTORATION AND OLD SUPREME COURT RESTORATION

Owner: State of Colorado Architect: Form+Works Design Group
Randy Guisebert - (303) 866-4619 Natalie Lord - (303) 501-7427

COLORADO STATE CAPITOL - HOUSE AND SENATE CHAMBER RESTORATION

Owner: State of Colorado Architect: Anderson Hallas Architects
Randy Guisebert - (303) 866-4619 Nan or Dave Anderson, or Anne Cutrell - (303) 278-7378

BEAVER MEADOWS VISITOR CENTER

Owner: National Park Service Architect: Anderson Hallas Architects
Emmeline Morris - (720) 726-0175 Andy Duckert-Emke - (303) 275-4378

MOLLY BROWN HOUSE FRONT PORCH & BASEMENT

Owner: Historic Denver Inc. Architect: Hoehn Architects PC
Andrea Malcomb - (303) 831-1312 Kris Hoehn - (303) 282-3884

HARRIS STREET COMMUNITY CHURCH

Owner: Town of Breckenridge Architect: Anderson Hallas Architects
Dale Stein - (970) 453-3146 Liz Hallas & Ben Heppe - (303) 278-4378

EMERSON SCHOOL

Owner: National Trust for Historic Preservation
Barb Paul - (303) 909-3726

LIV APARTMENTS

Owner: Hans Nielsen, Inc. Architect: Blue Sky Studio
Nanna Smith - (303) 980-9100 Joe Simmons - (303) 601 - 8956

SABLE RIDGE APARTMENTS

Owner: Sable Ridge Apartments, LLC Architect: Langley Architects
Ken Walker - (720) 581 - 4263 David Langley - (719) 330 - 7199

COLORADO BUILDING

Owner: Dikeou Realty
Neil Goldblatt - (303) 884 - 6192



FEE SCHEDULE/BILLABLE RATES

This rate sheet is based on the highest cost employee per category, if a lower paid employee is used that rate will be billed. These rates are based on the person's hourly rate times 1.55 to cover labor burden.

CLASSIFICATION	REG RATE	OT RATE
Senior Project Manager	\$85.00/Hr.	\$85.00/Hr.
Project Manager	\$75.00/Hr.	\$75.00/Hr.
Assistant Project Manager	\$50.00/Hr.	\$50.00/Hr.
Field Operations Manager	\$75.00/Hr.	\$75.00/Hr.
Superintendent	\$72.00/Hr.	\$87.00/Hr.
Welder	\$75.00/Hr.	\$90.00/Hr.
Carpenter	\$60.00/Hr.	\$75.00/Hr.
Restoration Technician	\$55.00/Hr.	\$70.00/Hr.
Foreman	\$55.00/Hr.	\$70.00/Hr.
Truck Driver / Material Handler	\$50.00/Hr.	\$65.00/Hr.
Laborer	\$35.00/Hr.	\$50.00/Hr.

CONTACT PERSON

Graham Johnson
Project Manager

grahamj@spectrumgc.com

c. (303)981-8280

p. (303)329-8003

f. (303)329-8280

5135 E. 38th Avenue
Denver, CO 80207

PROJECT INFORMATION	
PROJECT: Tabor Opera House	DRAWING REF:
<i>Spectrum Accounting Ref: S- TIMBERLINE</i>	
TYPE/ DESCRIPTION: Restoration of front elevation.	DATA: Existing Square Footage:
ADDRESS: 308 Harrison Avenue Leadville, CO 80461	Added Square Footage:
BUDGET TITLE: Tabor Opera House	Total SF ("SFTotal"): <u>0</u>
OWNER: City of Leadville	Months Duration ("MO"):
ARCHITECT: Hoehn Architects	DATES: ESTIMATED -
ESTIMATOR: Steve Hansen	REVISED -
NOTES:	PRINTED - 22-Apr-24 8:20 PM

DIV. #	DESCRIPTION	CURRENT (Revised) ESTIMATE			PRIOR (Original) EST.	
		\$ per SQ FT	TOTAL Estimate:	% of Total:	Revision Variance:	Original Estimate:
Div 1.1	General Conditions / Scaffold / Services	#DIV/0!	\$153,220.00	22.9%	0.0%	\$153,220.00
Div 1.9	Permits/Fees/Bonds at Other Inclusions	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
TOTAL: Construction Management		#DIV/0!	\$153,220.00	22.9%	0.0%	\$153,220.00
Div 2.0	Sitework / Utility Install	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 2.1	Demolition at Carpentry	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 2.2	Asbestos / Hazardous Material Abatement	#DIV/0!	\$16,800.00	2.5%	0.0%	\$16,800.00
Div 2.3	Site Structure / Parking Structure	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 3.0	Concrete at Rough Carpentry	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 4.0	Masonry	#DIV/0!	\$15,093.00	2.3%	0.0%	\$15,093.00
Div 5.0	Steel / Metals at Carpentry	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 6.0	Carpentry	#DIV/0!	\$169,020.00	25.3%	0.0%	\$169,020.00
Div 6.2	Finish Carpentry / Millwork at Carpentry	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 7.0	Roof / Cornice Sheet Metal Restoration	#DIV/0!	\$116,522.00	17.5%	0.0%	\$116,522.00
Div 8.0	Doors / Windows / Hardware	#DIV/0!	\$50,804.00	7.6%	0.0%	\$50,804.00
Div 9.0	Finishes	#DIV/0!	\$41,250.00	6.2%	0.0%	\$41,250.00
Div 10.0	Specialties	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
DIV 11.0	Appliances	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
DIV 12.0	Furnishings	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 14.0	Elevator	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 15.1	Plumbing	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 15.3	Heat / Vent / Cool	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 15.4	Fire Sprinkler	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 16.0	Electrical	#DIV/0!	\$26,650.00	4.0%	0.0%	\$26,650.00
TOTAL: Divisions 2-16		#DIV/0!	\$436,139.00	65.3%	0.0%	\$436,139.00
COMBINED TOTAL: Divisions 1-16		#DIV/0!	\$589,359.00	88.3%	0.0%	\$589,359.00
Div 70.0	Construction Contingency	#DIV/0!	\$0.00	0.0%	0.0%	\$0.00
Div 80.0	Contractor's Fee (Overhead/Profit)	#DIV/0!	\$58,935.90	8.8%	0.0%	\$58,935.90
Div 90.0	General Liability Insurance	#DIV/0!	\$6,288.46	0.9%	0.0%	\$6,288.46
CONTRACTOR'S TOTAL:		#DIV/0!	\$654,583.36	98%	0.0%	\$654,583.36
Div 90.1	Other Inclusions/Permits/Fees/Bonds	#DIV/0!	\$13,091.67	1.96%	0.0%	\$13,091.67
TOTAL CONSTRUCTION		#DIV/0!	\$667,675.03	100%	0.0%	\$667,675.03

Spectrum's assumptions, references, qualifications, and allowances in this Estimate are included herein. This includes the attached 'Detail' worksheets and the 'Estimate Notes'.

04/22/2024

Spectrum Project Approach Information:

Key Spectrum Staff- (a Spectrum/Staff bio is attached for more in-depth reference on Staff Members).

- The key Spectrum staff having involvement in this project will include:
 - Steve Hansen- Project Manager. Responsible for estimating, day to day administration of the General Contract and the subcontracts/purchase orders, meetings, correspondence, and weekly site visits, and quality control visits while work is underway. Initially 20-25 hrs. per week, then 12-16 hrs. per week, depending on what is currently occurring, and additional time on an as-needed basis when questions, etc. require. More time will be required in the initial days and weeks of the project to handle subcontracts, purchase orders, work through the initial schedule, approve and distribute submittals, and work through color selections, etc. With the work actually really being 3 separate phases/areas of work, each will require its own scheduling.
 - Graham Johnson- Vice President and Historic Restoration Division manager. Responsible for oversight of all company functions, scheduling of site labor, and scheduling within the restoration shop. 4-6 hrs. per week, depending on what is currently occurring and site/shop labor needs.
 - Husani Lampkin- historic restoration shop manager. On an as-needed basis as shop fabrication and restoration work comes into the shop requiring attention.
 - Jess Dinsmore- historic restoration field manager. On an as-needed basis as restoration materials go out into the field for installation.
 - Field carpentry foreman/carpenters. On an as-needed basis depending on what is currently occurring on site and what skills are required. Spectrum has not only historic restoration foremen and carpenters with lots of experience, but also has a pool of regular commercial foremen and carpenters to draw from if additional manpower is required under supervision of the historic restoration division.
 - Whatever time is required for timely completion of the project is what we will provide. It is in our best interest, as well as the client's, to proceed as expediently as the work, building, and weather allow. The completion stated in the bid documents is more than generous, and we intend to finish as early as possible.

Anticipated Start of Construction:

- It is in our best interest to issue subcontracts, purchase orders, and get subcontractors on the schedule as soon as we receive a Notice of Award to lock everyone in and get on their schedules. With the Notice of Award coming in May, any contractor worth having on the project is already booking up for the summer (if not the year) already. Our subs know they will need to get after this project due to the late issuance of contracts, and the short construction season in Leadville due to weather and tourists/events. They are all holding a place for us on their schedules. It is our job to get them engaged, keep them on task, and move the project along. The sooner we start, the better off we will all be.

Cornice Access Methodology:

- Our intent is to set scaffold full height on the front elevation all the way to the upper cornice, deck it in solid for a safe work area, and to protect/capture any loose debris and

paint residue that might occur and potentially fall to the public sidewalk. We will also provide walk-thru scaffold at the street level with a solid deck above for protection of our workers below, and covered access to all three doors of the Tabor while construction is ongoing to allow use of the building for revenue generation and programming. We can isolate the doorways and still allow work on the window/storefront areas while still allowing access.

Upper Cornice Work Methodology:

- We will need to document the existing installation of the cornice, and should be able to stitch together actual photographs of what is existing, and label and number parts as they are removed. The parts will be crated for transport, and shipped to the dip and strip facility for safe removal of the existing lead paint, and allow the restoration work on the parts at the sheet metal restoration shop to occur in a safe and efficient manner. This will also allow the parts to safely be soldered back into place as required without worry of lead paint contaminants or fumes from this process. The parts will then be re-crated and shipped back to the Tabor for reinstallation. Some of the reinstallation will depend on how it is currently installed and how it can best go back in.
- While the cornice is off, we will have uninhibited access to the framing in need of bolstering, and the brick that needs tuckpointing and repairs. The inner tuckpointing will be completed by scaffolding/shoring the existing third floor ceiling joists and decking on top of them for access and protection of the existing surfaces below. Once the inner masonry is restored, the interior framing and reconstruction can occur.

Storefront and Lower Cornice Access/Work Methodology:

- The storefront is easier to access being at ground level, and with the lower solid deck above the storefront, this will allow access and working area for the lower cornice restoration work, and will again allow for lead paint capture and provide protection for safe access to the doorways into the Tabor as well during construction. The scaffold can be set off the building face enough to allow installation of outriggers on the scaffold to allow safe access to all levels of the storefront. When the time comes to work on the three individual doorways and entries, we can close off and isolate a doorway at a time (as scheduled with the Owner) and still allow access to at least one or two doorways at a time and maintain emergency egress in case of incident.
- The lower cornice should be accessible at all times, so work there can proceed uninhibited. This is mainly wood restoration and straightening of the fascia, and though slow and meticulous, should be rather straight forward.
- The storefront panel and trim work can occur pretty much uninhibited as well while the doors are being measured, fabricated, and prepped for installation, and we are acquiring the door hardware. There will come a time when we will need to close down the main doors for removal of the existing, and installation of the new doors and hardware. This can be scheduled around events and programs and should be able to be readied and installed in short order.

Anticipated Pauses in Construction:

- As with any construction project, there will be pauses in the actual work on site as they strip paint off site, restore and repair the sheetmetal in the shop, fabricate wood doors/panels/trim and prefinish to limit their on-site exposure to the elements, and

schedule outside work around the ever-changing Leadville weather. It is actually 3 different areas, with 3 different schedules, and different challenges to each. We do not want to push installation if it is going to hamper an acceptable final installation. We would like to do it once, do it right, and be able to point to it in the future as work we accomplished (though my kids had tired of me pointing out my projects in our travels.... 😊). I won't be satisfied until I can proudly say that is a Spectrum project.

Anticipated Completion Date:

- The date set forth in the Bid Documents is 10/31/2025. That being said, there is no reason it should take that long to complete unless Mother Nature loses her mind. Due to the cost of scaffold, logistics, and scaffold rental, etc., I would like to get the scaffold set and complete the upper cornice work during the 2024 construction season (it has the longest single timeline of the three phases), as well as the lower cornice and as much of the storefront/door/entry work as is possible so we can take down the scaffold and not have to deal with it over the winter (and wind, and storms...). In a perfect world, my intention would be to complete it all this season, but if anything is left when winter decides to return to Leadville, our intention would be to tent and complete as much as possible, then start up again in the spring of '25 to finish up any loose ends. It is hard to predict an exact date with weather, events, unforeseens, and seeing exact state of the metal cornice up close, but I do not see why we can't for sure be complete by June 1, 2025 even if we have to return in the spring. Nature is a fickle mistress, and I am not sure she doesn't winter in Leadville.

Sequence of Construction:

- Although that has been more or less outlined above, our intent would be to set the main scaffold as soon as possible and get started on the upper cornice and get that in motion, get the tuckpointing and framing done, then move down to work on the lower cornice and storefront while the metal cornice is being stripped, restored, repaired and reinstalled. We can always work on the lower cornice if somehow limited by access/programs at the storefront level, but even that interference can be limited by isolating and protecting door accesses. The 3 phases/areas of construction will need their own schedule as they are each different types of work, but this will allow time to move from one to the other while other work is occurring off-site.

Schedule of Values:

- See attached Budget Summary Sheet. Our system consolidates some items during estimating, but I would be willing to meet and discuss where all the pricing is in detail if needed. All work per plans and specifications is included. Some of the lesser work items were included in the Carpentry work takeoffs to allow for better assurance of coverage and not missing any items, keyed notes, small items. There are notes for these items on the Budget Summary Sheet.

III. BID FORM
(complete and submit with bid)

PROJECT IDENTIFICATION: **TABOR OPERA HOUSE:
REHABILITATION OF EXTERIOR
ENVELOPE PHASE 3**

CONTRACT IDENTIFICATION NUMBER: Project # 2024-01

THIS BID IS SUBMITTED TO: City of Leadville
800 Harrison Avenue
Leadville, CO 80461

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Construction Contract with City in substantially the form included in the Bid Documents and to perform and furnish all work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents and any other Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid shall remain open for forty-five (45) days after the day of the Bid opening. Bidder will sign and submit the Construction Contract with the Performance, Payment, Maintenance and Warranty Bond and other documents required by the Bidding Documents within ten (10) days after the date of City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Construction Contract, that:
 - (a) Bidder has examined copies of all the Bidding Documents, including the Construction Contract and General Conditions, and any Addenda (acknowledged in the Bidder's Certification).
 - (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has studied carefully all reports and drawings, if any, of subsurface conditions and drawings of physical conditions which are identified in the Bid Documents and understands the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for

the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purpose.

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Utilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.
 - (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Bidder.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City; and
4. Bidder will complete the Work, as defined by City to include any or all of the following schedules, for the following price(s):

*All work per plans and specifications
dated 3/4/2024 : \$ 667,675.00*

*Six Hundred Sixty Seven Thousand Six Hundred
Seventy Five Dollars
and 00/100*

END OF SECTION

V. BID BOND
(complete and submit with bid)

KNOW ALL MEN BY THESE PRESENTS: that whereas Spectrum General Contractors, Inc. (Bidder name), as Principal, hereinafter called the Principal, and, Amerisure Mutual Insurance Company (surety name), a corporation duly organized under the laws of the State of Michigan, as Surety, hereinafter called the Surety, are held and firmly bound unto

THE CITY OF LEADVILLE, COLORADO

as Oblige, hereinafter called the Oblige, in the sum of _____
Five Percent of Total Amount Bid _____ Dollars and _____ N/A _____ Cents
(\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the **TABOR OPERA HOUSE: REHABILITATION OF EXTERIOR ENVELOPE PHASE 3 (IFB NO. 2024-001)**.

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal enters into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or, in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of April, 2024.

Spectrum General Contractors, Inc.
(Principal)
Brian Doyle
(Printed Name)
President
(Title)

[Signature]
(Witness)
SEAL
SPECTRUM GENERAL CONTRACTORS, INC. CORPORATE

Amerisure Mutual Insurance Company
(Surety)
Mary Ashley Allen
(Printed Name) Mary Ashley Allen
Attorney-in-Fact
(Title)



END OF SECTION

AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DONALD E. APPELBY, MARK SWEIGART, SARAH C. BROWN, MARY ASHLEY ALLEN,
MEGAN A. BROWN, JESSICA JEAN RINI, JAY D. FREIERMUTH and TODD D. BENGFORD

of Holmes, Murphy and Associates, LLC, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2024.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
 M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of April, 2024.

Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer

IV. BID CERTIFICATION
(complete and submit with bid)

To: City of Leadville, Colorado (hereinafter called "CITY").

From: Spectrum General Contractors (hereinafter "Bidder"),
organized and existing under the laws of the State of Colorado doing business
as a corporation [enter type of corporate entity here].

The Bidder, in compliance with the City's Invitation to Bid and Instructions to Bidders, hereby proposes to perform all Work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Leadville Project No. 2024-01

material as necessary for the exterior rehabilitation of the historic Tabor Opera House located at 308 Harrison Avenue, Leadville, CO 80461, as stated in the Drawings and Project Manual included with this Invitation to Bid. More specifically, the Work the rehabilitation of the storefront west elevation windows (front), lower wood cornice, wood balcony, and upper cornice. All building components are highly deteriorated, requiring skilled craftspeople to carry out the work. Additional information is located in Section 24, Scope of Work of the Instructions to Bidders.

It is understood by the Bidder that the City reserves the right to reject any or all bids (including if the cost of the Bid exceeds budgeted funds), or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Bid Form.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

Item No.	Subcontractor	License Number
<u>SEE ATTACHED</u>	<u>FOR SUBLIST</u>	
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of Bidder's Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all Bids and to waive any informalities in the bidding process.
2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of forty-five (45) calendar days after the scheduled date and time for opening Bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required Performance Bond within ten (10) days after the date of the Notice of Award.
3. The Bidder has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.
4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that Bidder is qualified to perform the Work in accordance with these Contract Documents with this Bid.
5. To the extent required by state law, by submitting a Bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with worker without authorization and that Bidder will participate in either the e-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.
6. Bidder agrees to execute the Construction Contract and accept the General Conditions in substantially the form presented in the Bid Documents.

The undersigned Bidder hereby agrees to be ready and to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond in an amount not less than the full amount set forth in the attached Bid Form.

The Amerisure (surety name), a corporation of the State of ILLINOIS, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of 5%, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should Bidder fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as required.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Date 3/20 Initial by Bidder [Signature]

Addendum No. 2 Date 3/25 Initial by Bidder [Signature]

Addendum No. 3 Date 3/28 Initial by Bidder [Signature]

Addendum No. 4 Date 4/04 Initial by Bidder [Signature]

5 4/06 Initial by Bidder [Signature]
The undersigned Bidder certifies that Bidder and each of its subcontractors possess an adequate supply of qualified workers and satisfactory equipment to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither Bidder nor, to the best of Bidder's knowledge, any of the members of Bidder's firm or company have taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at 12:00 pm this 18th day of April, 2024

Signature of Bidder: [Signature]

If an Individual: VICE PRESIDENT

doing business as Spectrum General Contractors


If a Partnership: _____

by _____, General Partner.

If a Corporation: Spectrum General Contractors^a
colorado, Corporation

by Stephen WUE, President.

Attest:

B
Secretary
[Corporate Seal]


Business Address of Bidder 5135 E. 38th Ave

City, State, Zip Code Denver, CO 80207

Telephone Number of Bidder 303 329 8003

Email of Bidder stevenc@spectumgc.com

END OF SECTION

List similar trade skills or practices: Metal fascia and steeple tower restoration including internal gutters, bird control, roofing and custom sheet metal for 150' towers in dense urban neighborhood with complex access logistics.

d. Project Name Location Year Cost Owner Name/Phone #
839 32nd St. Denver, CO 2021 \$45,000 303 894 0076 Urban Servant Corps

List similar trade skills or practices: Replicate historic metal cornice removed by other contractors to correct Denver landmark violation for duplex building in historic Denver neighborhood.

2. Provide names of key personnel and subcontractors to be employed on this project. Indicate the projects listed in Item 1 in which they were involved. On attached sheets, provide brief resumés of each person, describing specific experience and qualifications that will indicate ability to perform work required on this project.

Names	Years of Experience	No. of years associated with you or as your subcontractor	Projects in Item 1 that they have worked	Project Role
a. Steve Hansen	40	1	311 Harrison	Project Manager
b. Coraiah Johnson	15	15	All	Project manager
c. Ron Silver	20	20	839 32nd. 311 Harrison Korwin Sq.	Foreman
d. Hasani Lamplin	20	15	Korwin 311 Harrison	shop/window restoration mgr.
e. Jess Dinsmore	20	4	Korwin	Window rest. mgr.

3. Provide name and address of subcontractor(s). Provide required information about the subcontractor(s) in Section 2.

SEE ATTACHED SUB LIST



Building Restoration Specialties Inc. (BRS) has specialized in masonry restoration, preservation, and conservation of historic buildings since 1986. We practice The National Historic Preservation guidelines, techniques, and methods everyday. Building Restoration Specialties Inc., well known in Denver and the Rocky Mountain West, delivers high quality, and historically accurate work for building owners, architects, and engineers, and has completed numerous award winning projects.

BRS is a SBE, WBE, and Rocky Mountain Masonry Institute member. BRS is Better Business Bureau accredited.

Please view our complete list of historical projects @ <https://www.brsrestores.com>

Awards

2020 [Better Business Bureau Best in Safety Award](#)

**2019 Colorado Urban Land Institute Impact Award (Infill category)
Fruitdale Lofts, Wheat Ridge, Colorado**

**2018 Historic Denver Awards, Community Preservation Award
2200 California St., Denver, Colorado**

**2017 Historic Denver Awards, Remix Award
Shift Workspaces at 1001 Bannock St., Denver, Colorado**

**2016 Historic Denver Awards, Community Preservation Award
2801 Welton St. Denver, Colorado
The McNichols Building in Civic Center Park, Denver, Colorado
Moffat Station, Denver, Colorado
Railyard Lofts, Denver, Colorado**

**2015 Historic Denver Awards, Community Preservation Award
Treat (Centennial) Hall at Johnson and Wales University, Denver, Colorado
Epworth Church, Denver, Colorado
Administrative Offices Denver Public Schools Building, 414 14th St., Denver, Colorado
The Brown Palace Hotel and Spa, Denver, Colorado
Airedale Building, Denver, Colorado**

**2014 5th Annual History Colorado President's Award
Emerson School, Denver, Colorado**

**2013 Historic Denver Awards, Community Preservation Award
Rocky Mountain Bank Note Co Building, Galvanize, Denver, Colorado**

2012 State Honor Award

The State Honor Awards annually recognize the efforts of individuals, organizations, public agencies and businesses whose work demonstrates excellence in historic preservation.

**2012 Historic Denver Awards
The Colorado Saddlery Building, Denver, Colorado
Denver City and County Building, Denver, Colorado
Emerson School, Denver, Colorado
Church In The City, Denver, Colorado**

**2011 Masonry Project of the Year
Civic Center Park, Denver, Colorado**

**2011 Historic Denver Awards
Engine House Number 5, Denver, Colorado
East High School, Denver, Colorado
D&F Tower (Daniels & Fisher), Denver, Colorado**

**2010 Historic Denver Awards
Cornwall Apartments, Denver, Colorado**

**2009 Historic Denver Awards
Treat Hall. Johnson & Wales University, Denver, Colorado
Dry Ice Factory, Denver, Colorado
Wazee exchange Building, Denver, Colorado
St John's cathedral, Denver, Colorado**

**2008 Historic Denver Awards
Rock Island, Denver, Colorado**

**2005 Historic Denver Awards
The Barth Hotel, Senior Housing Option, Denver, Colorado**

**2003 Historic Denver Awards
The Ochiltree Building, Mid Town Spa, Denver Colorado**

**2003 Governor's Award
Dora Moore K-8 school, Denver, Colorado**

APCO Electric, Inc.



wadWWWmb

Company Name		APCO Electric, Inc.
First Name		Sara
Last Name		Jensen
Phone		+13039089141
Email		sara@apcoelectric.com
Name of Project		Beaver Meadows Visitor Center Renovation at Rocky Mountain National
Project Location (City/State)		Park Estes Park, CO
Name of Client		U.S. National Park Service (NPS)
Name of General Contractor		Spectrum General Contractors
Project Completion Date		July 2021

Describe the project briefly.

| The complete systems upgrade to a National Historic Landmark building in Rocky Mountain National Park.

Describe the scope of work.

| The main electrical scope of work included: providing temporary power for staff trailers and construction trades, replacing the electrical service, upgrading all major electrical systems, providing branch power and electrical connections for new HVAC equipment, upgrading building lighting with LED lamps, provide new lighting control systems, and providing conduit and back boxes for upgraded fire alarm and low voltage systems. Our crews had to carefully reintegrate existing systems, such as the theatre and EM lighting with a new lighting control systems so that they worked seamlessly together. Our scope also involved a lot of troubleshooting and repairs of the existing electrical wiring that was unsafe and not code compliant.

Describe the management of the project (safety, budget, timeline, waste minimization, etc.).

| This project was outside of our standard geographical service area so diligent planning of resources was critical, as was the commitment of our team members who would be away from their families for over a year. Lodging was carefully considered so that we would have the ability to ramp up or down our crew during this year long project while staying within budget. The town of Estes Park thrives on tourism and lodging prices can be exceedingly high. Another lodging consideration was to find

something in close proximity to the project so that the crew would not have trouble getting to the jobsite during harsh winter months. Not only did we not want to jeopardize their safety on dangerous roads, we did not have room in the schedule for "snow days."

We also had to consider our journeyman to apprentice ratios, and proper planning for OA registered apprentices to be available and willing to work remotely since this was a prevailing wage project and it was budgeted according to the OA wage scale.

Planning out materials and equipment were very important so that we did not make costly trips to and from the supply house or our warehouse. The remote location of this project did not allow for frequent deliveries or "will-call" pickups and doing so could have easily jeopardized our budget.

Describe what makes this project stand out.

Constructed in 1965-1966, the Beaver Meadows Visitor Center at Rocky Mountain National Park was designed by Taliesin Associates who were founded by the famous 20th Century architect, Frank Lloyd Wright. This building was modeled after Wright's design character that was inspired by nature and the idea of creating a connection with the landscape. This building is a National Historic Landmark and the only Wright/Taliesin structure preserved within any National Park. It is considered one of five most significant National Park Visitors Centers built during the nationwide "Mission 66" building program. It is the primary visitor center for the east side of Rocky Mountain National Park, as well as the park's primary administrative headquarters, and is used by over 400,000 visitors annually.

The goal of this project was to modernize the building systems while preserving all historical and architectural elements. The most important concern of the NPS staff was to maintain the design integrity of Frank Lloyd Wright's influence. All construction materials and finishes were carefully selected to ensure conformity with original design and to preserve the historical value of this landmark. It was critical for all teams on this project to understand the significance of the architecture and finishes and act with due care to protect them.

Were there unique job conditions and / or challenges that presented themselves with this project?

One of the unique challenges to this project was working with the unconventional architecture. Although the design is what makes this project historically significant, it presented us with obstacles during our installation. A major component of the design are the long horizontal roofs, which do not allow for much space in the ceiling to conceal building systems. Our crew had to get creative and coordinate closely with other trades as they worked with and around each other. Additionally, in areas with visibility, incorporating new materials into the existing structure in such a manner that it would appear untouched was particularly difficult! We had to exercise extreme care when handling existing materials that were to be removed and reinstalled as to not damage them, such as the original 370 custom light fixture lenses that the NPS wanted to preserve.

Renovating historical buildings can sometimes involve unique safety challenges. Our crew had to navigate a sea of unforeseen existing electrical safety issues. There is not a specific AHJ that does inspections for the property within the National Park, so many issues can go unchecked especially over decades of various different installations or electrical code changes. Our team had to troubleshoot and correct these safety concerns in addition to the contracted scope and within the same project timeline.

Another consideration that made this project more complex is the location. The building is in the Rocky Mountain National Park where there are protected natural resources and wildlife. It was the policy of NPS that no natural resources were to be disturbed, damaged, or moved and workers were cautioned about the potential for bears, elk, or other aggressive wildlife to be present. All work was restricted to the pre-approved areas to limit disturbances to the landscape and all equipment must be inspected by NPS prior to entering or reentering the property. If the equipment was not sufficiently clean, it would not be allowed entry. We had to work closely with our equipment vendors to make sure they followed proper cleaning protocol before attempting a delivery, otherwise time would be wasted during the equipment inspection and potentially waiting for another delivery if it was rejected.

In addition to these challenges, wildfires became a major concern as the East Troublesome Fire and the Cameron Peak fire closed in and forced evacuation of the park and our crew's lodging nearby in Drake. The project was in jeopardy of being destroyed by one of the largest fires in the state's history. Our team had to temporarily relocate to alternative housing and the project was shut down for nearly two weeks. Thankfully, nothing was destroyed, and everyone stayed safe, however the NPS had very strict deadlines for project completion, so this unexpected delay put further stress on our crews stay on schedule.

This project was also federally funded which meant that we must comply with the Buy American Act. While a positive endeavor to support the US, it was fairly difficult to source materials that were approved under the Act.

How were these conditions / challenges overcome? What innovations were developed to succeed?

Planning, communication, and attention to detail were all factors in overcoming all the challenges of this project. Understanding the project goals and focusing our priorities on what was important to the client were essential to success. We encountered many unexpected situations during this project but we were able to adapt and overcome with the full commitment of our amazing team!

A note from Graham Johnson the Project Manager at Spectrum General Contractors:

"APCO Electric was an indispensable team member in helping Spectrum to deliver a successful but challenging project at the Beaver Meadows Visitor Center for the National Parks Service. Their crews were diligent in protecting historic material that was identified by the owners as irreplaceable while still working to install a 100% new electrical system. Challenges on site were collaboratively solved and schedule was managed effectively to meet critical NPS deadlines for staff occupancy of the building. In all cases their field crews and management staff were reliable team players and problem solvers. APCO is our preferred electrical subcontractor for historic work and has proven themselves time and time again as a industry partner we deeply value for their professionalism and ability to complete complex scopes in spite of difficult project conditions."

This historical renovation of the Beaver Meadows Visitor Center at Rocky Mountain National Park, was in large part a success due to the commitment, knowledge, and care of our team who worked together seamlessly. The difficulty inherent in historical work, combined with the unique geographical challenges and project requirements did not phase this amazing group of electricians and office support staff! We are extremely proud of the end result of this project that will be seen by hundreds of thousands of visitors each year!

Log in to iecrm.awardsplatform.com to see complete entry attachments.



Attachment Type
Photo

[DSC09482.jpg](#) 2.8 MiB



[DSC09396\(1\).jpg](#) 2.9 MiB



Attachment Type
Photo

[DSC09418.jpg](#) 4.9 MiB



Attachment Type
Photo

[DSC09380.jpg](#) 3.4 MiB



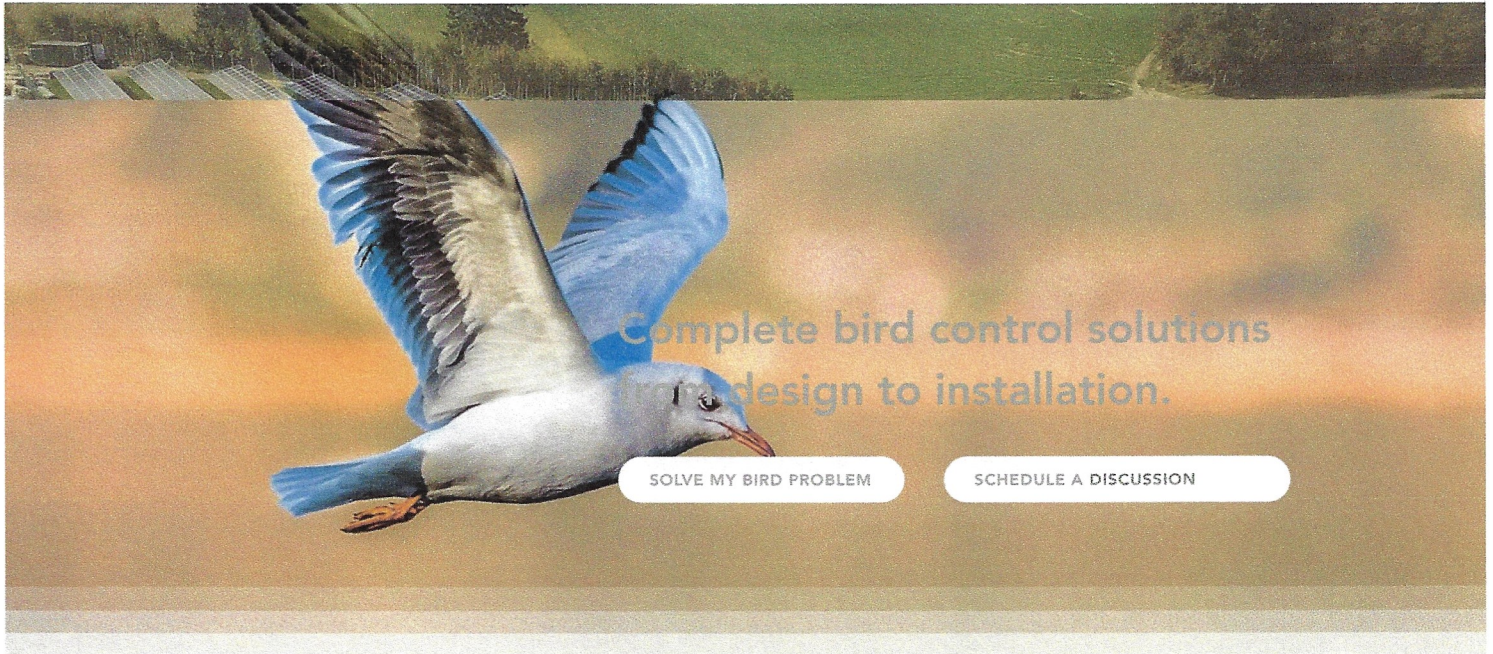
Attachment Type
Photo

[DSC09383.jpg](#) 3.1 MiB



Attachment Type
Photo

[DSC09472.jpg](#) 3.1 MiB



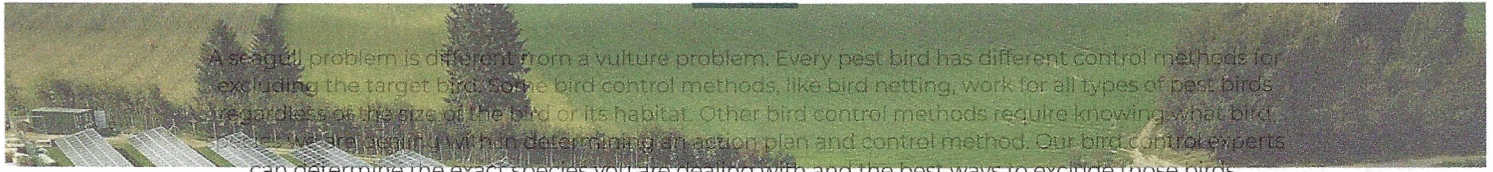
We can solve any bird problem

AviAway offers bird control services to rid your home or business of all pest birds. Our bird control experts will perform an inspection and then provide you with personalized solutions based on the type and severity of your problem in order to eliminate birds completely and stop the issue from happening again!

Call AviAway today to perform a bird control inspection and eliminate your bird problem permanently.



Our experts get the job done right the first time



SAVING OUR CLIENT'S RESOURCES

Knowing what species of pest bird we are dealing with helps save the client money. While exclusion-based products will correct every bird problem in a commercial or residential building, these methods are also the most costly. Suppose a client is only having issues with seagulls. In that case, a budget-friendly bird control method like bird wire or sound deterrents solves the problem with equal efficiency.



SIZE MATTERS

While evaluating each bird problem, species is an important factor, as larger or flocking birds are going to require different control methods than smaller species. Bird spikes in particular could cause a bird problem to escalate if this isn't evaluated, as smaller species can nest more easily between bird spikes, turning what was supposed to be a bird deterrent into an advantage for them!

HOW SMART CAN THEY BE?

Certain species, like grackles or starlings, are similar in size and appearance, but their behavior towards bird control is very different. Starlings can often be controlled with more basic methods, while grackles are too intelligent for certain methods like scare tactics to work on their own. In these cases, a more specific or in-depth control method may be needed.



Effective bird deterrent systems for all industries

It is essential to know the specific steps we must take at each project to ensure the lifelong integrity of

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Grid Wire

Sound Unit

Targeting

Live Capture

Collision Prevention

Cleanup

DIY

The AviAway Advantage

Our experts will eliminate your bird problem the first time around.

SOLVE MY BIRD PROBLEM

30+

Years of experience in bird control solutions

20+

Years of product life expectancy

Up to

100%

reduction in bird activity on site

Your trusted name in bird control solutions

We are experienced and certified to provide bird control services throughout various industries, spanning from residential to historical to construction sites. Whether you need to prevent birds from nesting under solar panels or keep them away from a pier or marina, we are here for you. When looking for someone to assist with your bird control needs, regardless of location, look no further.

No matter where you may be experiencing bird-related problems, we can deliver superior service designed specifically for your needs.



For Existing Bird Problems:

Nesting and roosting are two major factors when determining the correct Bird Control System for an existing bird problem. To know what to do, you should first check if they're nesting or roosting on your property! Common areas you will notice pest birds include the canopy, deck railings, rooftop, parking garage, parapet, knee wall, and related areas.

Nesting Behaviors & Solutions:

- If birds have been a problem for a while, they will have likely nested at the site.
- Nesting can be assumed if there are evidence of eggs or heavy nesting materials (**bird droppings** or straw-like nests) in concentration.
- Once birds have nested, you should only use bird **exclusion-based products** to resolve the bird problem.

Bird exclusion products such as **bird netting** and **ledge exclusion (AviAngle)** are the only products that will eliminate your pest bird problem. You only want to use bird exclusion products because if the birds have previously nested, they already deemed the area a safe space, and will in most cases completely ignore any deterrents installed.

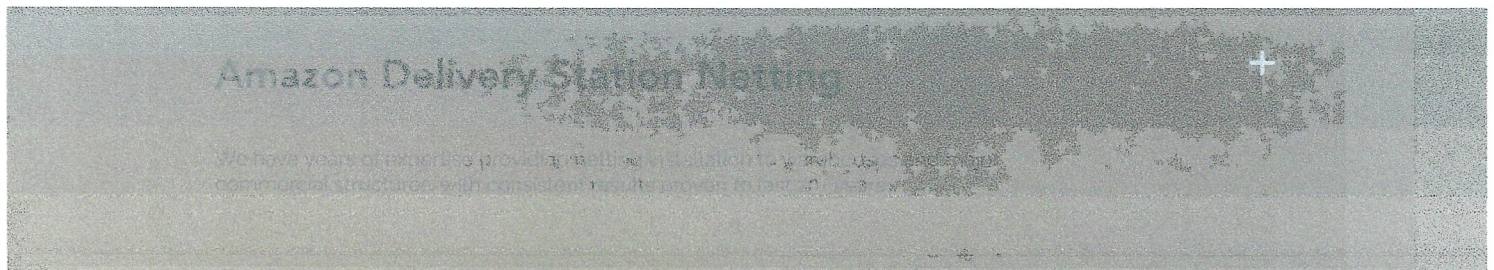
Once nesting has occurred, bird deterrent-based products will typically NOT work.

Roosting / Landing & Solutions

- If the pest birds have NOT nested, traditional bird deterrent-based products can be utilized.
- Typical bird deterrent products can include **bird spikes, bird wire, sound units, visual deterrents, and electrified shock tracks**. These are landing-based deterrent products that are designed to deter most pest bird species such as pigeons, seagulls, and sparrows from landing in various areas.
- Common bird landing areas are usually ledge-based areas, such as:
 - building ledges
 - façade sign letters
 - sign raceways
 - rooftops
 - HVAC equipment
 - other related areas.
 - pipes
 - beams
 - roof ridges
 - parapets
 - knee walls

OUR FEATURED PROJECTS

We are constantly striving to provide the most effective custom solutions we all need for bird control. Some of our most effective and sought after solutions can be found below.



Custom pond netting bird exclusion will outperform a one size fits all approach every time

Seagull Control Grid Wire System

Proven to be the most effective method for resolving any seagull pest bird problems, our seagull deterrent system uses safe, physical barriers to keep these pests away from your property.

What our customers say

Google Rating

5.0 ★★★★★ 23 reviews

[Write a review](#)

L Lisa R

★★★★★

Hi, my name is Lisa and I was having a bird issue and reached out to a company I found online "AviAway". I spoke with the receptionist Bell and she asked me to send some pictures so that she could forward them to a technician. Somehow they realized that I was actually out of state and instead of just forgetting about me they reached out to a company called "Critter Control of New Hampshire". I received a call from Jessie, [Read more](#)

 Posted on Google

OUR TRUSTED CLIENTS



Solve My Bird Problem





844-247-3373

Having a problem with birds?

REQUEST A QUOTE



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Project Portfolio

[Project References](#)

[Project Gallery Photos](#)

Corporate Offices: 1973 NJ-34, Suite 103, Wall Township, NJ 07719

Toll Free 844-247-3373 • Fax: 732-747-6095 • Email: service@aviaway.com

NAICS 561710 • NAICS 562910 • DUNS 091452241 • CAGE CODE 8VQU6 • EM 385 Fall Protection Certification

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Reid Bruggemann has been interested in craft and design since childhood. As a teenager, he worked as a stone-cutter at a custom jewelry shop. This was his first introduction to fine craftsmanship. As a young adult, he began designing and building furniture. After studying History and Literature in college, he got an apprenticeship at a welding and machine shop in 1995. This was the start of his career as a professional metalworker.

Reid moved from Portland, OR to Brooklyn, NY in 1996. Over the next few years, he worked at the top fabrication studios in New York, where projects included architectural metalwork and sculpture fabrication. During this time, he gained experience as a welder and machinist, eventually being hired as a metalworker for the Guggenheim Museum.

To expand his abilities, Reid then studied blacksmithing with craftsmen in New York and New Jersey. He was fascinated with the process of forming hot metal. After founding Vajra Forge, he mostly produced custom furniture pieces, eventually producing custom lighting and architectural details as well. In recent years, Reid has worked with museums, conservators and private collections on object conservation, museum installations and sculpture/patina repair.

Reid has a strong understanding of structure and design. With a broad skill set and over 25 years experience, he is able to produce work in a range of styles, such as classical, contemporary, art nouveau, art deco and gothic. Completed projects include furniture, lighting, headboards, fireplace screens, banisters, stairs, pergolas and gates, as well as jewelry and art conservation.

Reid currently live in Denver, CO, and works with clients throughout the United States. Clients include: Lou Reed, Linda Evangelista, Richard Gere, Yannick Noah, Paul Tudor Jones, Denver Art Museum and Brooklyn Museum.

Brand/Safway Scaffold

Commerce City, CO – local office

Global Corporate Headquarters

600 Galleria Parkway SE, Suite 1100

Atlanta, GA 30339

[Tel.: \(800\) 558-4772](tel:(800)558-4772)[Fax: \(770\) 514-0285](tel:(770)514-0285)

Our Safety Awards & Recognition



Platinum Safety Award | Highwire Safety Assessment Program



15 Contractor Safety Achievement Awards | American Fuel & Petrochemical Manufacturers



Platinum Safety Awards | Various BrandSafway Entities | ConstructSecure

AWARDS

We are proud to have participated in numerous award winning projects over the years. We look forward to making yours the next!

The awards we have won, for which we are truly honored, are the result of working with our talented design and trade partners, and of course [our clients](#). Every project is a collaborative journey, every award a team effort. Winning an award starts with being selected to build a project – that’s where the opportunity really begins. We firmly believe that when the right project team, the right partners and a collaborative client get together, there’s nothing we can’t do.



2022

Denver Mayor’s Design Awards 2022 – Denver Beer Co. South Downing (Primary GC)

Warren Residences (Window and stained glass restoration sub)

Historic Denver Awards 2023 – Warren Residences (Window and stained glass sub)

2021

Historic Denver Award – 11th Avenue Hostel

Historic Denver Award – Unitarian Society of Denver, First Unitarian Church of Denver

Historic Denver Award – Sullivan Gateway, City Park Esplanade

2018

Mayor's Design Award – 2200 California – Back to the Future

Mayor's Design Award – Molly Brown House Museum

Renovation – Distinctive Denver

2017

Mayor's Design Award – Illegal Pete's at Colfax & Race – Neighborhood Gem

Colorado Preservation, Inc – Capitol House & Senate Chambers Restoration – State Honor Award

2016

Colorado Preservation, Inc. – Hugo Roundhouse – Most Endangered Places Progress Award

Community Preservation Award – 2801 Welton Street

Mayor's Design Award – Galaxie – Neighborhood Gem

2015

Colorado Preservation, Inc. Ophelia's Electric Soapbox – Historic Preservation Award

Mayor's Design Award – The Boathouse – Distinctive Denver

Mayor's Design Award – Wurstkuche – Back to the Future

2014

5th Annual History Colorado President's Award – Emerson School

Luxe Interiors & Design Gold List – Tom Cella

Luxe Interiors & Design Gold List – Chris Cella

Colorado Historical Society's Stephen H. Hart Award – Emerson School

2013

Mayor's Design Award – Illegal Pete's, 270 S. Broadway

2012

Historic Denver Keystone Award Winner

Mayor's Design Award – Denver Beer Co, 1695 Platte Street – Use It or Lose It

Mayor's Design Award – Ace Eat Serve, 501 East 17th Avenue – Eye-Catcher

2011

Mayors Design Award – Engine House #5

2010

Historic Denver – Commitment to Preservation

2008

AIA Colorado Chapter Honor Award – Merchants Row Brownstones

2006

Mayor's Design Awards – Honoree Western Home Awards – 100 Dexter

2004

AIA Colorado Design Award – Honor Award – 100 Dexter

AIA Colorado Chapter Honor Award – 100 Dexter

Masterworks in Masonry Award from the Rocky Mountain Masonry Institute

2002

AIA Colorado Chapter Merit Award – Barnhart Loft

Division	Spectrum	A&M Renovations	Notes
1. General Conditions/Scaffolding	\$ 153,220	\$ 250,230	Big difference
2. Hazmat	\$ 16,800	\$ -	A&M under their methods and materials
4. Masonry	\$ 15,093	\$ 14,000	
6. Carpentry	\$ 169,020	\$ 129,220	
7. Roof/Sheet Metal Restoration	\$ 116,522	\$ 200,060	Same metal subcontractor for both bid proposals
8. Doors/Windows/Hardware	\$ 50,804	\$ 48,300	
9. Finishes	\$ 41,250	\$ 75,240	
16. Electrical	\$ 26,650	\$ 12,000	
Overhead & Profit + Insurance	\$ 65,224	\$ 90,186	bid submission costs for both firms.
Permits/Bonding	\$ 13,092	\$ 22,500	
TOTALS	\$ 667,675	\$ 841,736	

Actual Work Categories Comparison \$ 436,139 \$ 478,820 Div. 2-16

Spectrum	Pros	Considerations	Notes/Other
Spectrum	Savings. latest completed by June 2025 project methods and materials	\$667,675; budget is \$836,000. pre-bid walk-through that his	subcontractor. with projects and not seeking change and what that means to other fundraising

A&M Renovations	Pros	Considerations	Notes/Other
A&M Renovations	Phases 1 & 2 at the Tabor, we of the upper cornice prior to	\$836,000 so slightly higher.	subcontractor. works well the the TOHPF team. With though they came in so much higher does

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 26
SERIES OF 2024**

**A RESOLUTION AWARDING THE TABOR OPERA HOUSE REHABILITATION OF
EXTERIOR ENVELOPE PHASE 3 CONSTRUCTION CONTRACT (PROJECT
IDENTIFICATION: 2024-01) TO SPECTRUM GENERAL CONTRACTORS**

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

WHEREAS, the City has secured grant and other funding for Phase 3 of the rehabilitation of the exterior envelope of the City’s historic Tabor Opera House (“Project”); and

WHEREAS, the City issued an invitation for bids for the construction work (“Work”) for the Project on or about March 7 - April 18, 2024 (“IFB”); and

WHEREAS, the City received two bids for the Work pursuant to the IFB; and

WHEREAS, the Project selection committee evaluated the bids pursuant to the criteria set forth in the IFB and recommends that the City award the bid to Spectrum General Contractors (“Contractor”); and

WHEREAS, Contractor has represented that it is qualified to perform the Work for the Project; and

WHEREAS, the City desires to approve and enter into construction contract (“Contract”) with the Contractor so that the Contractor may complete the Work for the Project, as more particularly described in the Contract, attached as Exhibit 1, and other Contract Documents.

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 Construction Contract between the City and Contractor in substantially the same form as attached as Exhibit 1 for an amount not to exceed Six Hundred Sixty-Seven Thousand Six Hundred and Seventy-Five Dollars and Three Cents (\$667,675.03) (“Contract Sum”); (2) authorizes the City Administrator in consultation with the City Attorney to make such changes to the Contract as may be necessary that do not materially increase the obligations of the City; (3) authorizes the City Administrator to execute the Contract on behalf of the City when in final form; and (4) directs City staff to take the actions necessary to issue the Notice of Award and Notice to Proceed to the Contractor.

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

**ADOPTED this 7th day May of 2024 by a vote of _ in favor, ___ against,
_____ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Hannah Scheer
City Clerk

VI. CONSTRUCTION CONTRACT



CONSTRUCTION CONTRACT

FOR THE FOLLOWING PROJECT:

TABOR OPERA HOUSE: REHABILITATION OF EXTERIOR ENVELOPE PHASE 3

City of Leadville Project No: 2024-001

This Construction Contract (“Contract”) is made and entered into by and between [enter contractor name] (hereinafter, “Contractor”), a [enter type of business] and having a principal office address of [enter contractor address] and the **CITY OF LEADVILLE** (hereinafter, “City” or “Owner”), a municipal corporation of the State of Colorado, having an address of 800 Harrison Avenue, Leadville, Colorado 80461 (collectively, the City and Contractor may be referred to herein as the “Parties” or individually as “Party”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 This Contract shall be effective as of the date of its mutual execution by the Parties (“Effective Date”). The Contractor agrees to undertake the performance of the Work within **write out(numbers)** days following the Notice to Proceed and agrees that the Work will be completed by **October 31, 2025** unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, Items (___), not to exceed Written Out (\$Numbers). The amount the City has appropriated for this Contract is an amount that is, at a minimum, equal to the Contract Sum stated in this paragraph.

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents. Notwithstanding the foregoing, the Contractor understands and agrees that it shall submit all pay applications on forms provided by the City to the Tabor Opera House Preservation Foundation (TOHPF), which is providing Payment Management Services to the City for this Project, for processing, and the THPF shall remit payments to Contractor for Work completed.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Leadville is subject to Article X § 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Leadville and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

2.06 Beginning on the Effective Date, Contractor may apply for payment to the Project Manager no more often than every thirty (30) days for Work completed. Upon issuance of a Certificate for Payment by the Project Manager, the City shall pay Contractor in accordance with Article 9 of the General Conditions.

PART 3 – CONTRACTOR’S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any workers without authorization to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly

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

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof by this reference, including:

- Invitation for Bids
- Instructions to Bidders
- Bid Bond
- Bid Form
- Bid Certification
- Notice of Award
- Notice to Proceed
- Construction Contract
- Construction Drawings
- Specifications
- Right-of-Way Standards
- Performance, Payment, Maintenance and Warranty Bonds
- General Conditions, including table of contents
- Construction Contract Addenda
- Change Orders, Change Order Directives, and Order for Minor Change in Work
- Insurance Certificates and Endorsements
- Tax-Exempt Certificates
- Other: _____

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor as provided in Part 9 of this Contract and as otherwise provided in the Contract Documents.

PART 5 - PROJECT MANAGER AND SUPERINTENDENT

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Hoehn Architects, P.C.
Address: PO Box 3250, Evergreen, CO 80437
Telephone: 303-282-3884
Email: hoehnarchitects@gmail.com

The Project Manager is authorized to represent and act as agent for the City with respect to City’s rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City’s Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

5.02 The Contractor’s Superintendent, for purposes of the Contract Documents, is the following and is subject to Article 3 (Section 3.9) of the General Conditions and such other obligations as the Contract Documents may specify:

Name:
Address:
Telephone:
Email:

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the ordinances of the City of Leadville.

7.02 This Construction Contract shall be deemed entered into in Lake County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Lake County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents. Pursuant to Article 7 of the General Conditions, the Contract Sum and Contract Time may be changed by a Change Order only. The City shall not approve any Contract modification that increases the Contract Sum without providing Contractor written assurance that the City has appropriated funds for the additional amounts.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO CITY OF LEADVILLE, ATTENTION: **LAURIE SIMONSON**, USING THE CONTACT INFORMATION PROVIDED IN THE INVITATION TO BID.

PART 11 – INDEPENDENT CONTRACTOR

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person completing the Work hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

PART 12 – MISCELLANEOUS PROVISIONS

12.01 Compliance with Laws and Regulations. All of the Work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and

resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Work identified in this Contract.

12.02 Severability. In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

12.04 No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

12.05 Headings. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

12.06 Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Project Manager and/or the Superintendent, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

12.07 Force Majeure. Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Contract if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 2 and 3.

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

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

12.10 Survival. The Parties understand and agree that all terms and conditions of the Contract that require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

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

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

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

12.15 Acknowledgement of Grant Support.

- (a) Contractor shall ensure that a project sign provided by the City is displayed such that it can be easily read from the public right-of-way and is maintained in place throughout the term of the Project.
- (b) Contractor further agrees to acknowledge the Colorado Department of Local Affairs and State Historical Fund in any and all materials or events designed to promote or educate the public about the Work and the Project, included but not limited to press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract to be effective as set forth below.

CITY OF LEADVILLE, COLORADO:

By: _____
Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Deputy City Clerk

City Attorney

CONTRACTOR: (contractor name)

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of (contractor name)

Witness my hand and official seal.

My commission expires: _____.

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

END OF SECTION



AGENDA ITEM #7D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: May 7, 2024

SUBJECT: Certificate of Appropriateness (COA) for Schrader's Market Rehabilitation; 200 E. 6th St. (Public Hearing)

PRESENTED BY: Chapin LaChance, Planning Director

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Applicant Diemtrinh Tran with Shape Architecture has applied for a Certificate of Appropriateness (COA) application to rehabilitate the exterior and interior of the historic building in the National Historic Landmark (NHL) District for a proposed restaurant and bar use.

II. BACKGROUND INFORMATION:

Existing conditions: The existing historic, single-story, commercial structure is located on the corner of E. 6th St. and Poplar St. The existing structure abuts the public rights-of-way and sidewalk to the south and west. The wood-framed structure abuts a historic brick structure along the assumed eastern lot line. The applicant submitted a survey showing the structure's existing northern wall encroaches onto the adjacent lot to the north.

The Historic Preservation Commission (HPC) held a Work Session with the applicant at the February 27, 2024 HPC meeting and a public hearing on the application at the April 23, 2024 HPC meeting. The staff report for the HPC is attached, which evaluates the proposal's compliance with approval criteria of LMC 17.44.060(D). The Commission unanimously supported the proposed rehabilitation, with Conditions of Approval, including additional Condition of Approval #5

regarding revising the design of the new western wall to differentiate from the original southern wall.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

VI. RECOMMENDATION:

The HPC recommended the City Council approve the application with the attached Findings and Conditions of Approval. Commissioner Edwards recused himself from the public hearing and motion, considering his role as a City Council member and potential contractor for the project.

VII. COUNCIL OPTIONS:

1. Approve the COA with Findings.
2. Approve the COA with Findings and Conditions.
3. Deny the COA with Findings.
4. Table consideration of the COA and provide direction to staff.

VIII. SUGGESTED MOTION:

Motion of approval: *"I move the City Council approve the Schrader's Market Rehabilitation, PL-2024-010, located at 200 E. 6th St., along with the attached Findings and Conditions of Approval."*

IX. ATTACHMENTS:

1. Staff report for the April 23, 2024 HPC public hearing
2. Findings and Conditions of Approval
3. Proposed plans and applicant's narrative



Historic Preservation Commission (HPC) Staff Report

- Subject:** Schrader’s Market Rehabilitation (Certificate of Appropriateness for Substantial Modification, Public Hearing)
- Application #:** PL-2024-010
- Proposal:** The applicant proposes to rehabilitate the exterior and interior of the historic building for a proposed restaurant and bar use. The exterior scope of work includes restoration of the original southern and southwestern elevations and storefront windows, reconstruction of the building’s western elevation with the addition of a parapet, and replacement of the non-historic siding. The applicant has provided a proposed “Option 2” that would include wood molding along the proposed parapet addition to mimic the existing roof line.
- Legal Description:** Stevens and Leiter, Block J, S. 61’ of Lot 16
- Address:** 200 E. 6th St.
- Date:** April 23, 2024
- Application Manager:** Chapin LaChance, AICP - Comm. Dev. and Planning Director
- Applicant/Agent:** Diemtrinh Tran - Shape Architecture
- Property Owner:** Jason and Shannon Trust
- Lot size:** unknown
- Zoning District:** Transitional Commercial (TC)
- Historic District:** Yes
- Site Conditions:** The existing historic, single-story, commercial structure is located on the corner or E. 6th St. and Poplar St.. The applicant has not submitted a survey, but staff assumes the structure abuts the public rights-of-way and sidewalk to the south and west. The wood-framed structure abuts a historic brick structure along the assumed eastern lot line. The northern lot line location relative to the structure’s existing northern wall is unclear to staff without a survey.
- Adjacent Uses:** North: Single-family detached residential dwelling
East: Single-family attached residential dwellings (townhouses)
South: E. 6th St. right-of-way
West: Poplar St.

Site Photos



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

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





Image 3 (Above): Looking northeast at the property from the intersection of Poplar and E. 6th St.

Image 4 (Below): Looking north at the property from E. 6th St.





Image 5 (Above): Looking southeast at the property from Poplar St.

Image 6 (Below): Looking east at the property from Poplar St.



History

The structure is listed on the Leadville Historical Building Inventory as constructed in 1883 and originally used as a grocery store. A review of the 1883 to 1937 Sanborn Maps shows the structure has been used as a grocery store and an assayer's office. More recently, the building has been used as a glass and frame shop, and is currently being used as the Melanzana Lab.

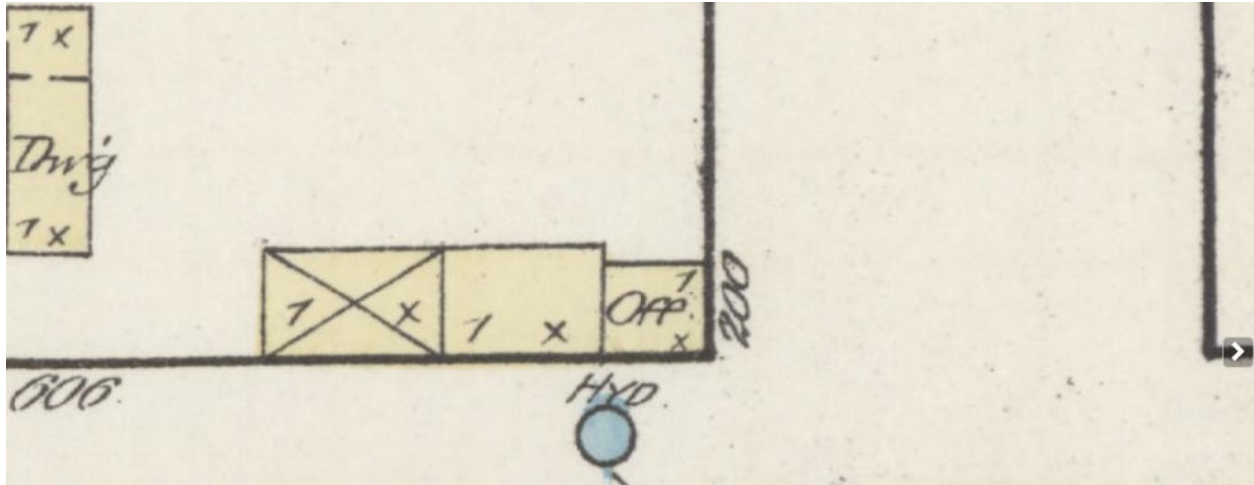
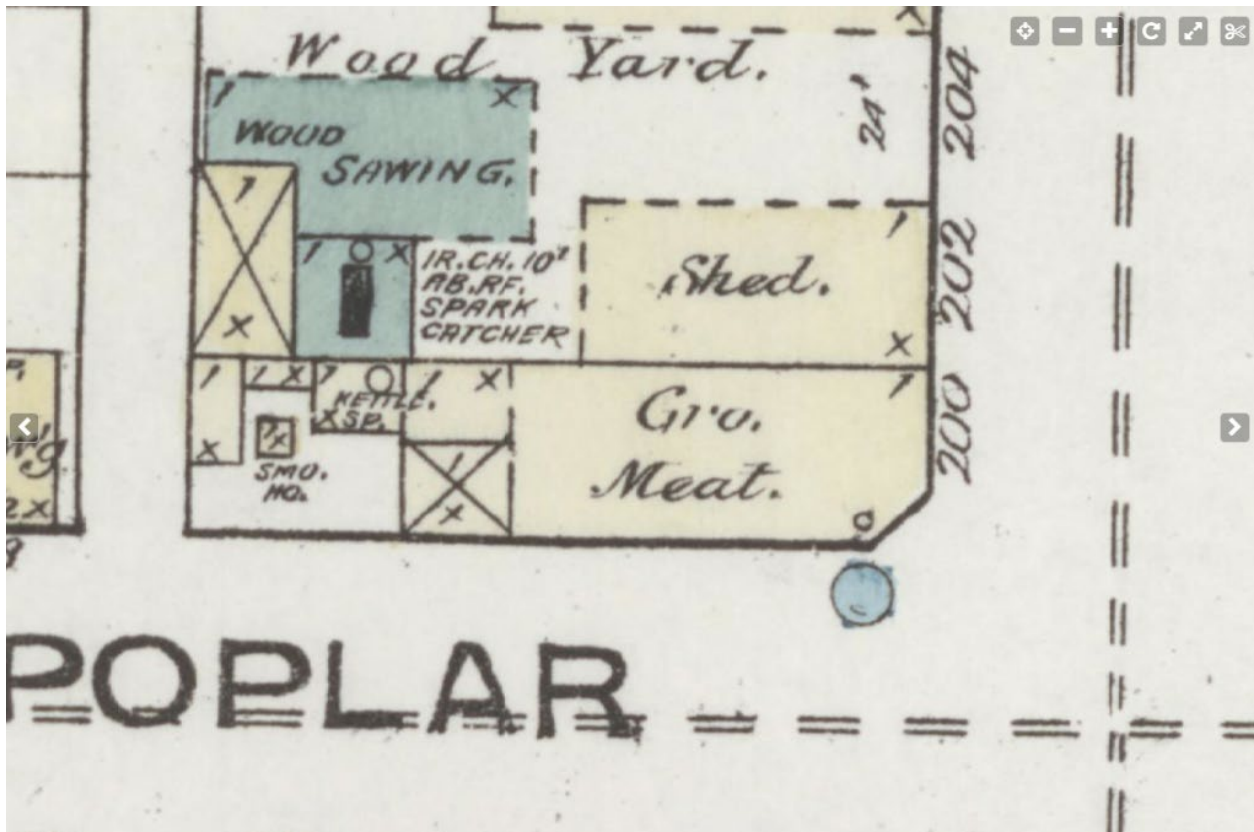


Image 7 (Above): 1883 Sanborn Map excerpt. Image 8 (Below): 1886 Sanborn Map excerpt.



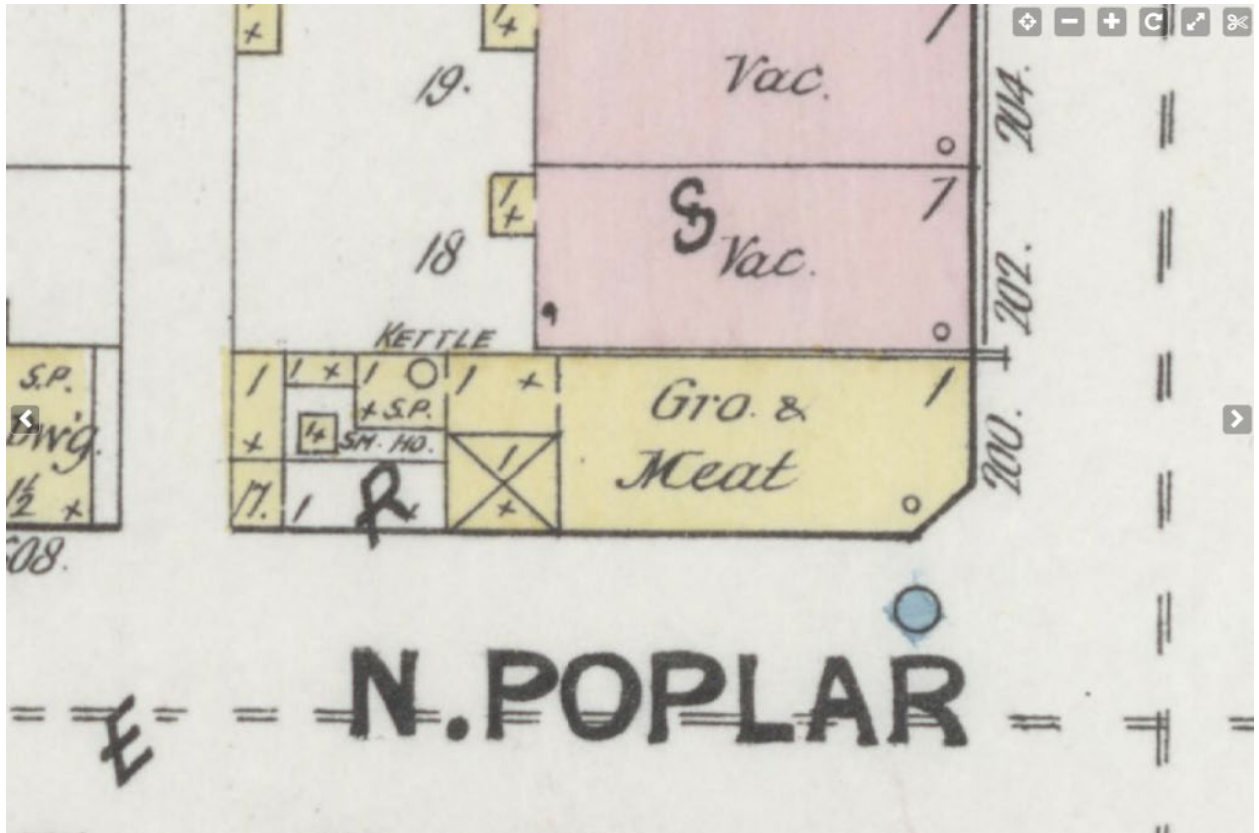
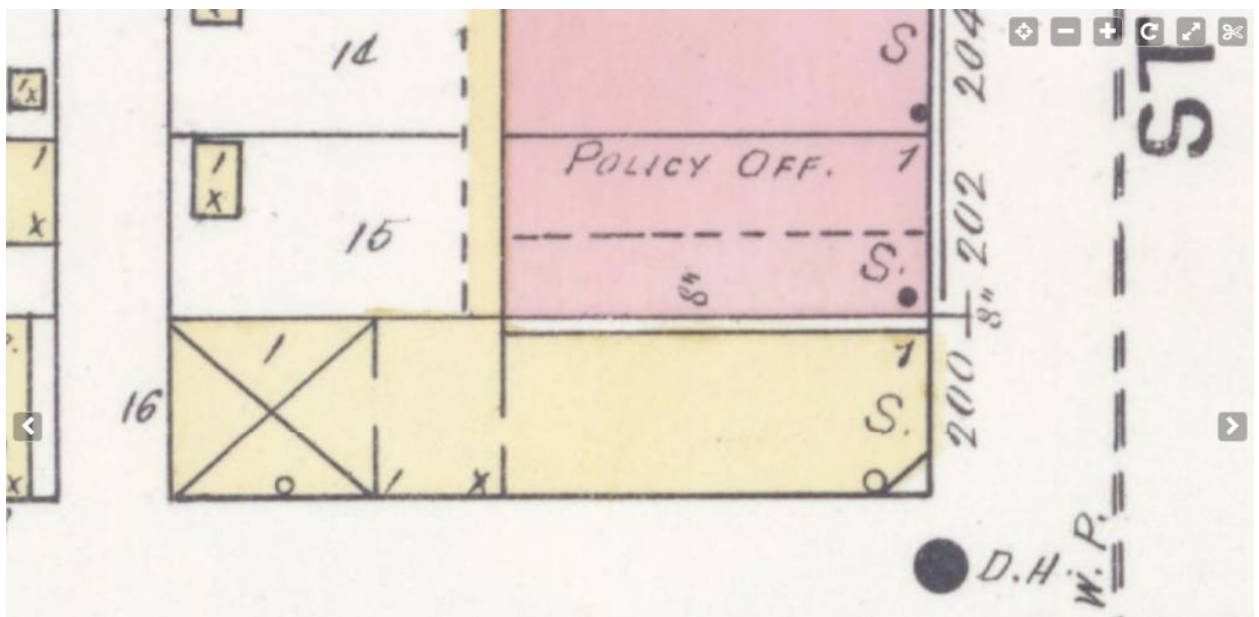


Image 9 (Above): 1889 Sanborn Map excerpt. Image 10 (Below): 1895 Sanborn Map excerpt.



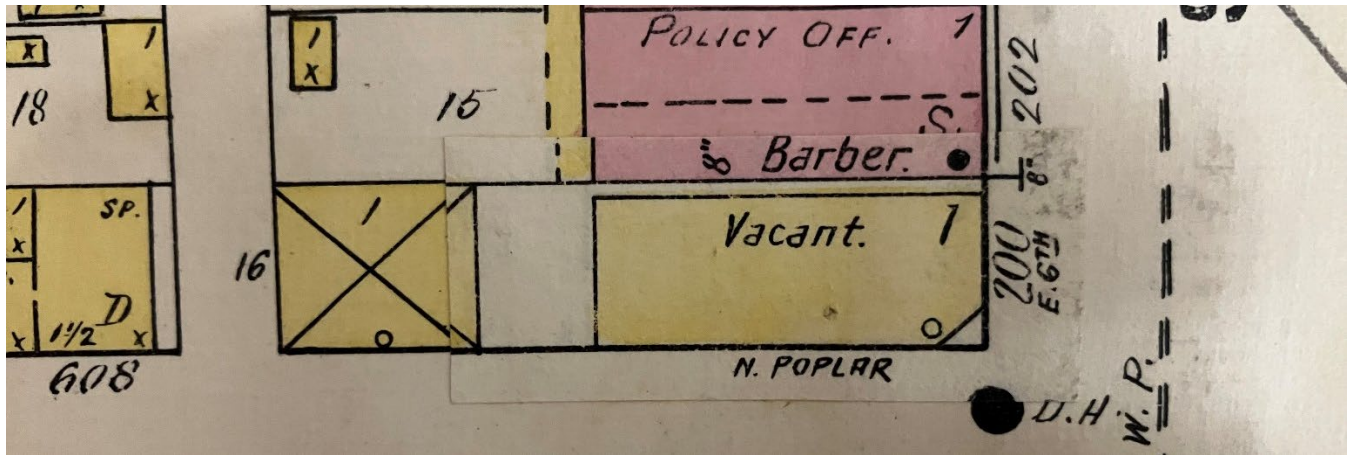
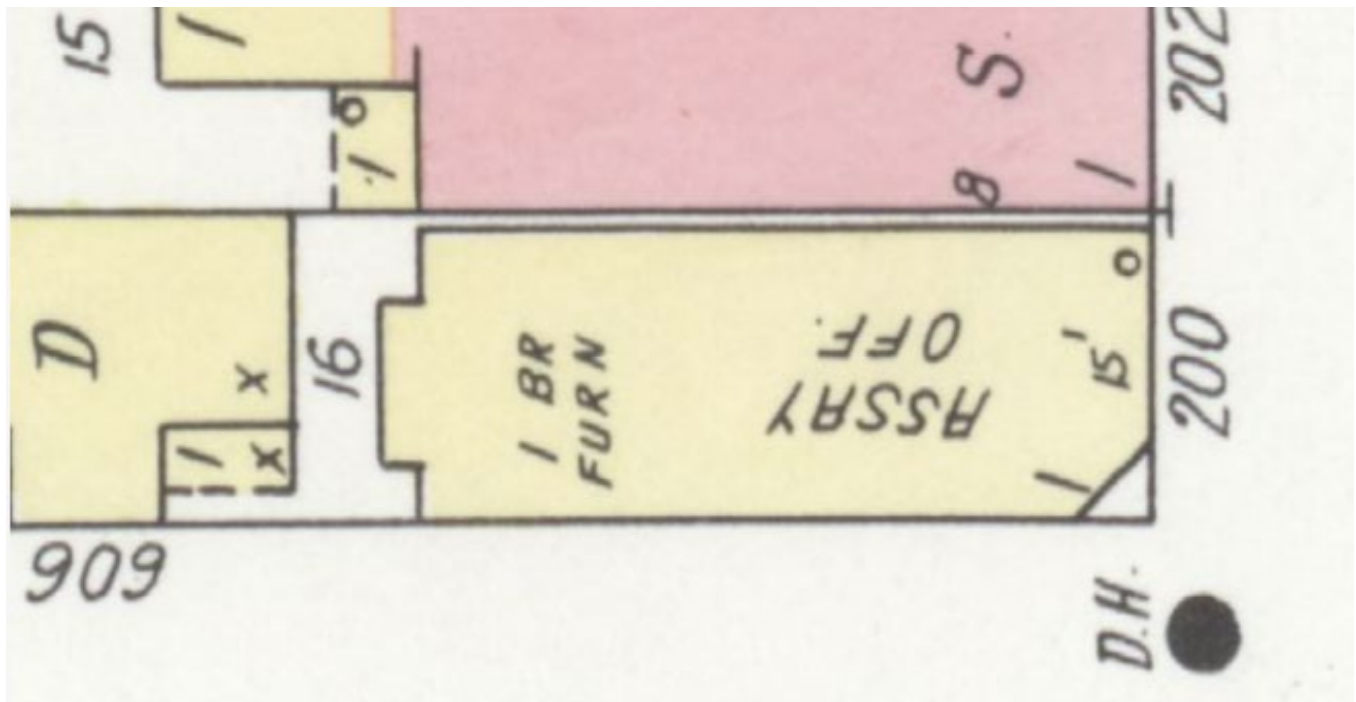


Image 11 (Above): 1906 Sanborn Map excerpt. Image 12 (Below): 1937 Sanborn Map excerpt.



February 27, 2024 HPC Work Session

At the Work Session, the HPC and the applicant discussed the following:

- Parapet on western façade
 - Proposed loss of the slanted roof appearance with the addition of a parapet along the western façade.
 - The building's original roof was likely slightly sloping, almost flat roofed, but the north side of the building has likely sunk due to subsidence, creating an exaggerated slope.
 - The proposed parapet on the western façade would match the character of the facades on the adjacent buildings to the east that are also commercial in character. The commercial character of the existing building would lend itself to extending the parapet wall to the western façade.
 - Secretary of Interior Standards for Rehabilitation should be considered, particularly Standards 2,3, and 4.
- Exterior materials
 - Replacement exterior siding material is proposed as approximately 6" wide cementitious lap siding.
 - A kickplate is not proposed on either the south, southwest, or west elevation, as the intent is to keep the character of the existing original south elevation, which does not feature a kickplate.
 - The existing "dental work" architectural detailing is proposed to be restored.
- Other
 - The existing eastern wall is detaching itself from the adjacent brick structure to the east, possibly from a fire.

Applicable code sections / staff comments

The applicable code criteria is provided below in *italics* text, with staff's comments regarding compliance provided in **bold** text. Staff's evaluation below is regarding "Option 1", excluding the wood molding along the proposed parapet addition to mimic the existing roof line.

[17.44.020 - Purposes and definitions](#)

*"Historic structure" means a site, structure, or object within the NHL district, or otherwise designated as a historic structure, under this chapter that is determined to be historically significant. Historically significant means the structure was: a) present during the period of significance and possesses sufficient integrity to convey its history, or b) independently meets the criteria for landmark designation. A contributing property may have experienced some degree of alteration from its original design, yet retains sufficient building fabric to still be considered contributing. **The structure meets the definition of historic structure, as it was present during the 1880's and 1890's per the Sanborn Maps, and therefore during the district's period of significance.***

"Modification, substantial" means the following:

1. *An activity not defined or qualifying as an insubstantial activity, including, but not limited to: Reconstruction, rehabilitation, remodeling, renovation, relocation, partial demolition, or total demolition,*
2. *Alterations, additions or other work performed on a building, structure or site that result in the increase or decrease of site coverage, floor area or exterior wall or roof surface,*
3. *The installation, alteration or removal of a window or door opening,*

4. The replacement or repair of surface materials such as roofing or siding or an exterior architectural feature with materials or design not substantially similar to the existing materials or design...

This proposal is considered a substantial modification, as it increases the exterior wall surface (proposed additional parapet), alters existing window openings, and replaces siding material with different material).

17.44.030 - Applicability

2. Any exterior alterations to any structure, existing at the date of adoption of the ordinance codified in this chapter within the NHL district;

This proposal is an exterior alteration, and therefore subject to the requirements below.

17.44.050 - Procedures for historic structure designation and revocation.

D. Considerations in Designating, and Revoking Designations of, Historic Structures. In deciding whether to designate, revoke the designation of a historic structure, the historic preservation commission and city council shall base their decision on the following criteria:

1. The goals objectives, policies and other provisions of the Leadville comprehensive plan, as amended;
2. The character, interest and value of the structure as part of the development, heritage, history and culture of the city and the State of Colorado;
3. The location of the structure and its site in relationship to historical events;
4. The identification of the structure with a person or persons who significantly contributed to the development of Leadville and the surrounding area;
5. The importance of the structure to the cultural, historical, social and economic heritage of Leadville;
6. The extent to which the structure displays visual features either typical of or unique to a past historical period;
7. The historic and economic relationship of the structure to surrounding structures and other features of importance within Leadville's NHL district.

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

D. In deciding whether to issue a COA for a historic structure, national historic landmark, or contributing building or structure, 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; **The proposed commercial use is consistent with the building's historic commercial use. Staff does not have any concerns regarding rehabilitation for a commercial bar/restaurant use. Complies.**

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; **Staff finds the distinguishing original characteristics of the historic structure are its large commercial storefront windows on the southern elevation, zero setback to the sidewalk, recessed corner entry, transom window, and cornice and dental work architectural detailing on the south and southwestern elevations. All of these characteristics are proposed to remain. Complies.**

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; **The primary changes that have likely taken place to this building since its original construction are 1) modification of the western wall, including window openings, installation of a garage door, and**

installation of approximately 12” wide composite siding, and 2) the northern portions of the building may have subsided, exaggerating the slope of the roof downwards to the north. Staff does not find that the changes to the western wall or sloping appearance of the roof have acquired significance, as they likely occurred after the period of significance. **Complies.**

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;* **The cornice and architectural detailing/ornamentation on the south and southwestern elevations is proposed to remain and to be restored. Complies.**

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;* **The cornice and architectural detailing/ornamentation on the south and southwestern elevations is proposed to remain and to be restored. Complies.**

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;* **This is expected and required. Complies.**

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;* **The parapet wall on the western elevation is the only proposed alteration that would modify the assumed original form of the structure. The parapet is not proposed to be constructed in a way that it could be removed. Complies.**

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 western wall modifications do have a historical basis, as the proposed windows are of a character consistent with the original windows on the southern elevation, and the parapet wall is proposed to match the height of the southern façade. Complies.**

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 this criteria not to be applicable, as the proposed exterior alterations are not contemporary in style. Complies.**

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 the restoration of the original southern and southwestern elevations, and the replacement of the assumed non-historic western wall with features consistent with the original southern elevation (present during the period of significance), to be restoration measures that will honor and protect the character-defining features that allow the building to contribute to the appearance of the NHL District. Complies.**

[17.44.100 - Standards for construction within the NHL district:](#)

“A. All work performed in completion of an approved COA shall be in conformance with the most recent edition of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings...”

[Secretary of Interior's \(SOI\) Standards for the Treatment of Historic Properties with Guidelines for Rehabilitating Historic Buildings](#) (See pages 76, 113-116)

Standards for Rehabilitation:

1. *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.* **The proposed commercial bar/restaurant use is consistent with the building's historic commercial use as a grocery and meat store. Staff does not have any concerns regarding rehabilitation for a commercial bar/restaurant use. **Complies.****

2. *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.* **Staff finds the distinguishing original character-defining features of the historic building include its large commercial storefront windows on the southern elevation, zero setback setting to the sidewalk, recessed corner entry, transom window, and cornice and dental work architectural detailing/ornamentation on the south and southwestern elevations. All of these features are proposed to remain. Staff does not find the building's sloping roof to be a character-defining feature, and finds the proposed parapet to be a continuation of the character-defining original southern elevation. **Complies.****

3. *Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.* **The western wall modifications do have a historical basis, as the proposed windows are of a character consistent with the original windows on the southern elevation, and the parapet wall is proposed to match the height of the southern façade. Staff does not have record of any historic photos of the structure that would show the original western elevation. **Complies.****

4. *Changes to a property that have acquired historic significance in their own right will be retained and preserved.* **The primary changes that have likely taken place to this building since its original construction are 1) modification of the western wall, including window openings, installation of a garage door, and installation of approximately 12" wide composite siding, and 2) the northern portions of the building may have subsided, exaggerating the slope of the roof downwards to the north. Staff does not find that the changes to the western wall or sloping appearance of the roof have acquired significance, as they likely occurred after the period of significance. **Complies.****

5. *Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.* **The cornice and architectural detailing/ornamentation on the south and southwestern elevations is proposed to remain and to be restored. **Complies.****

6. *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by*

*documentary and physical evidence. The cornice and architectural detailing/ornamentation on the south and southwestern elevations is proposed to remain and to be restored. **Complies.***

...

*9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment. **Staff does not find that any character defining features are proposed to be destroyed, however the proposed western wall reconstruction and addition of the parapet is intentionally not proposed to be differentiated from the original southern elevation so that the character of the building is retained. If the proposed western wall and parapet were of a different exterior material or height than the original southern elevation, the expected character of a historic corner grocery store could be confused by each street-facing elevation having a different exterior materials. **Complies.*****

Guidelines Recommended for Storefronts:

- *Identifying, retaining, and preserving storefronts and their functional and decorative features that are important in defining the overall historic character of the building. The storefront materials (including wood, masonry, metals, ceramic tile, clear glass, and pigmented structural glass) and the configuration of the store-front are significant, as are features, such as display windows, base panels, bulkheads, signs, doors, transoms, kick plates, corner posts, piers, and entablatures. The removal of inappropriate, non-historic cladding, false mansard roofs, and other later, non-significant alterations can help reveal the historic character of the storefront. **The original southern storefront is proposed to be retained and restored, with the exception of the replacement of the non-historic composite siding with a more historically appropriate, smaller dimension lap siding. **Complies.*****
- *Retaining later, non-original features that have acquired significance over time. **The primary changes that have likely taken place to this building since its original construction are 1) modification of the western wall, including window openings, installation of a garage door, and installation of approximately 12” wide composite siding, and 2) the northern portions of the building may have subsided, exaggerating the slope of the roof downwards to the north. Staff does not find that the changes to the western wall or any increased sloping appearance of the roof have acquired significance, as they likely occurred after the period of significance. **Complies.*****

Guidelines Not Recommended for Storefronts:

- *Removing or substantially changing storefronts and their features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. **Staff finds the distinguishing original character-defining features of the historic building include its large commercial storefront windows on the southern elevation, zero setback setting to the sidewalk, recessed corner entry, transom window, and cornice and dental work architectural detailing/ornamentation on the south and southwestern elevations. All of these features are proposed to remain. **Complies.*****

- *Changing the storefront so that it has a residential rather than commercial appearance. **Complies.***
- *Introducing features from an earlier period that are not compatible with the historic character of the storefront. **Complies.***
- *Changing the location of the storefront's historic main entrance. **Complies.***
- *Replacing or covering a glass transom with solid material or inappropriate signage, or installing an incompatible awning over it. **Complies.***
- *Removing later features that may have acquired significance. **Staff does not find that the changes to the western wall have acquired significance, as they likely occurred after the district's period of significance. Complies.***

Other: Staff's evaluation above is for the proposed "Option 1", excluding the "Option 2" of wood molding along the proposed parapet addition to mimic the existing roof line. As staff does not find the existing sloping roof to be a character defining feature and is supportive of the proposed parapet, staff finds that introduction of the molding in "Option 2" confuses the storefront character of the building.

Recommendation

Staff has evaluated this application for compliance with Chapter 17.44 of the Leadville Municipal Code. Staff finds the proposal complies with the required approval criteria. Staff recommends the Historic Preservation Commission recommend the City Council approve the Certificate of Appropriateness for the Schrader's Market Rehabilitation, PL-2024-010, located at 200 E. 6th St., along with the attached Findings and Conditions.

Recommended motion of approval: *"I move the Historic Preservation Commission recommended the City Council approve the Schrader's Market Rehabilitation, PL-2024-010, located at 200 E. 6th St., along with the attached Findings and Conditions of Approval."*

CITY OF LEADVILLE

**Schrader’s Market Rehabilitation
Stevens and Leiter, Block J, S. 61’ of Lot 16
Certificate of Appropriateness
PL-2024-010**

FINDINGS

1. The proposal complies with the requirements of Title 17, Chapter 44 of the Leadville Municipal Code.
2. This approval is based on the staff report dated **April 23, 2024** 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.
3. 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 **April 23, 2024** and **May 7, 2024** as to the nature of the project. In addition to Commission and City Council minutes, the audio of the meetings of the Commission and City Council 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, the applicant shall apply for and receive staff approval of an administrative Certificate of Appropriateness, revising the proposed west elevation to differentiate the proposed western elevation from the original southern elevation, through trim, and/or a kickplate.**

Applicant acceptance signature: _____

Date: _____

Improvement Location Certificate

Legal description:

The South 61 feet of Lot 16, Block J, Stevens and Leiter's Subdivision of U.S. Survey No. 271, County of Lake and State of Colorado.

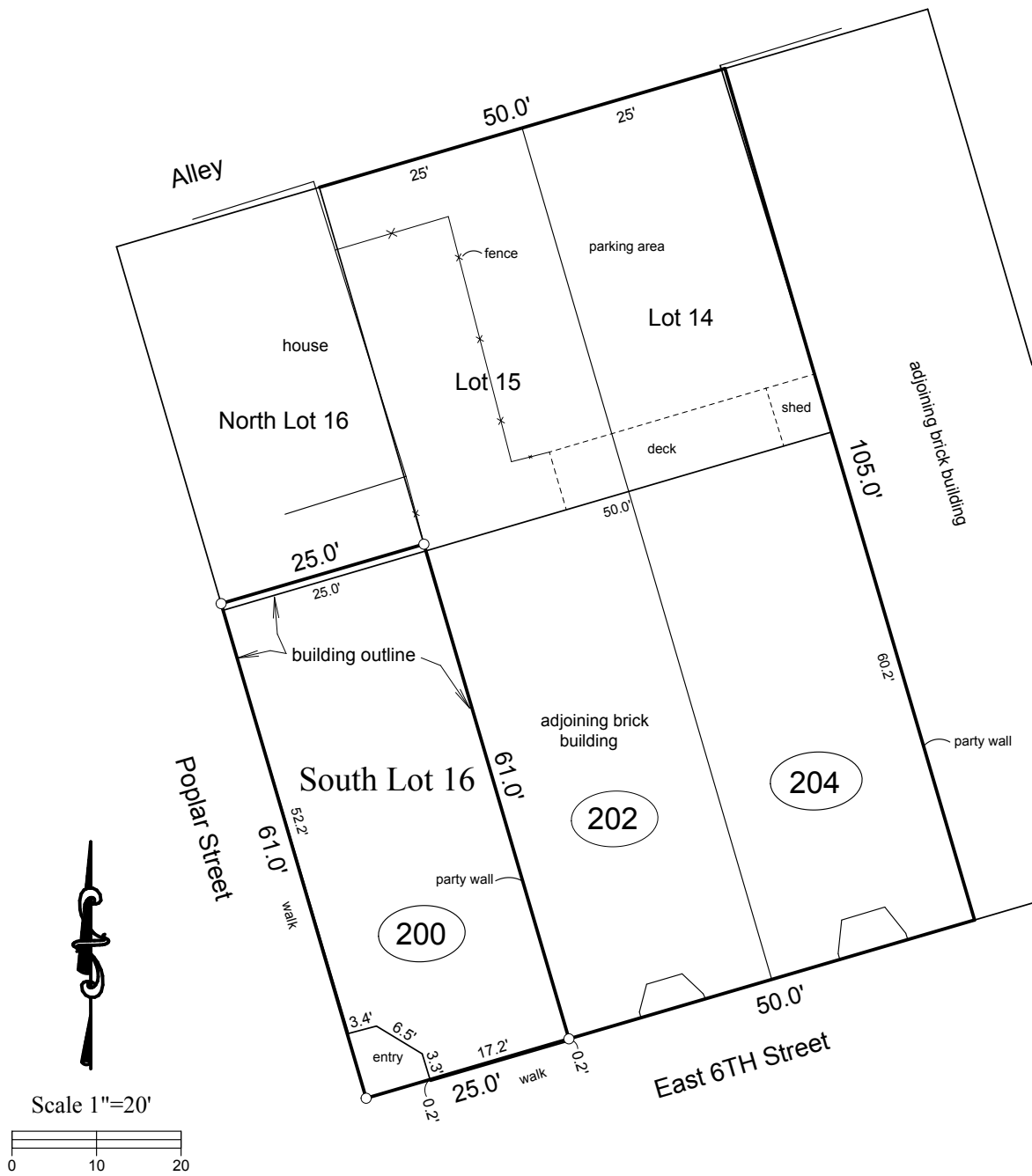
I hereby certify that this IMPROVEMENT LOCATION CERTIFICATE was prepared for Craig Minegar and Title Company of the Rockies, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. This certificate is valid only for use by the above named clients and describes the parcel's appearance on 12/28/21.

I further certify that the improvements on the above described parcel on this date, December 28, 2021, except utility connections, are entirely within the boundaries of the parcel except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there are no apparent evidence of any easement crossing or burdening any part of said parcel, except as noted.

Notes:

Recorded information and the legal description was provided by Title Company of the Rockies. The easements listed on Commitment No. 0200366-C that lie within the subject property and are described in a way that allows them to be drawn, are shown on the drawing.

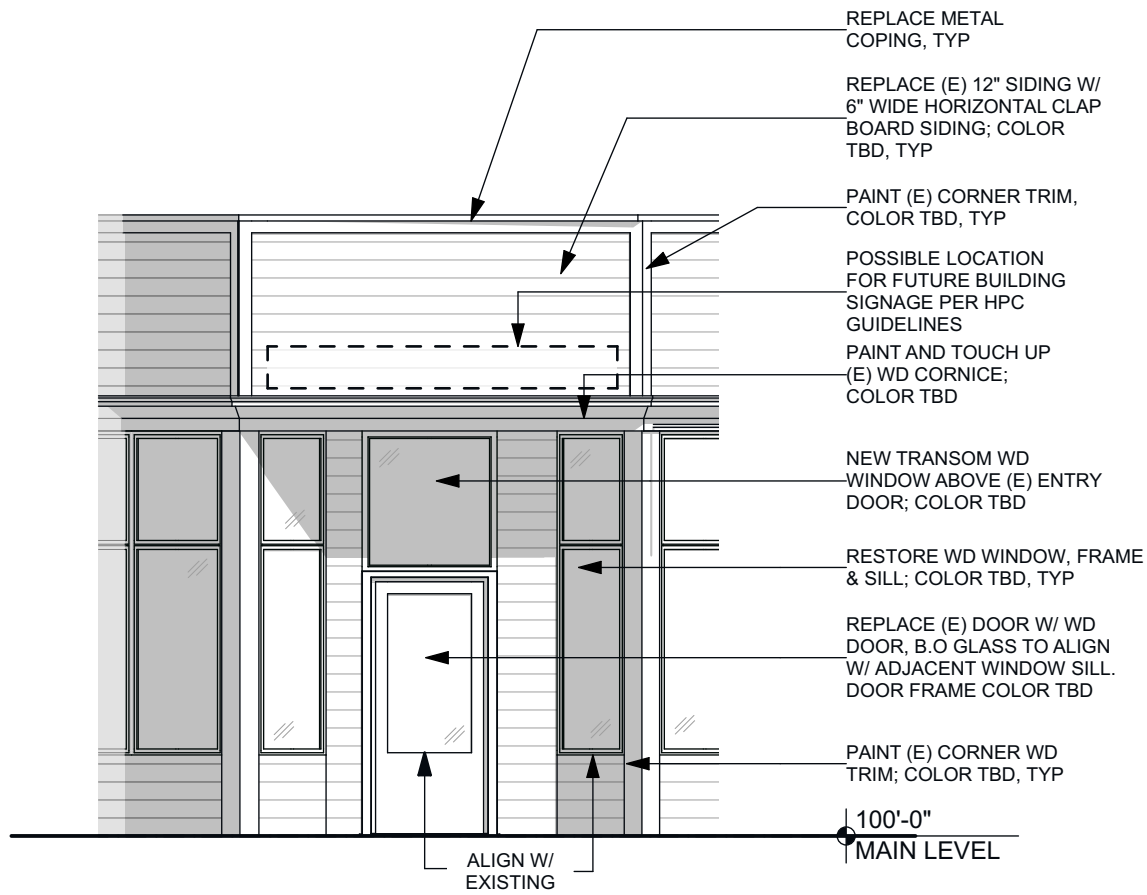
Address: 200 East 6th Street



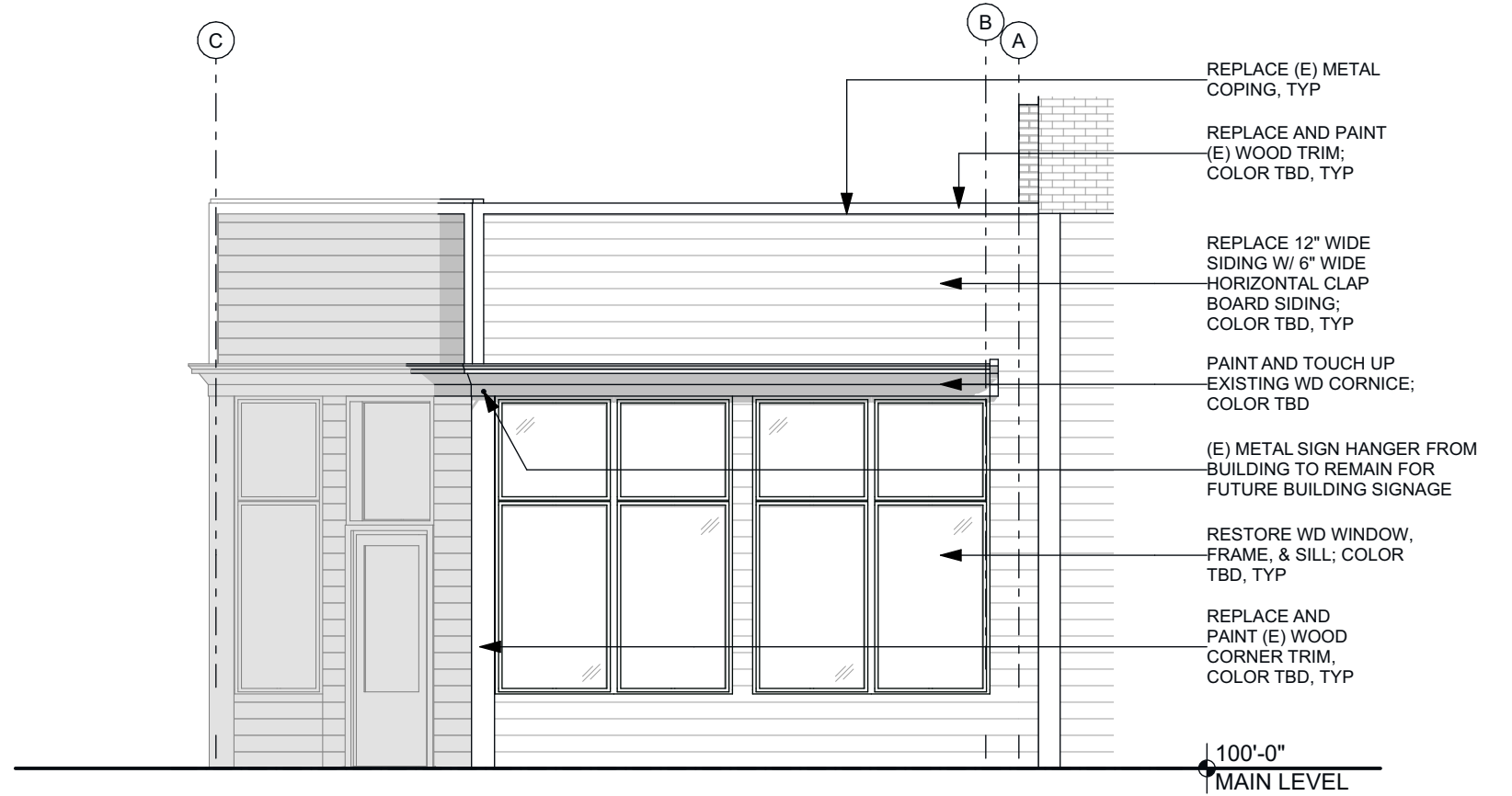
Note: According to Colorado law, you must commence any legal action based upon any defect on this certificate within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

SOUTH AND SOUTHWEST FACADE

BOTH THE SOUTH AND SOUTHWEST FACADE REMAIN UNCHANGED. THE WORK DONE ON THESE TWO FACADES ARE MAINLY RESTORATION WORK TO UPHOLD THE INTEGRITY OF ITS HISTORIC FEATURES. THIS INCLUDES: RESTORING THE WOOD WINDOWS, REPLACING THE WIDE FORMAT SIDING WITH A MORE TRADITIONAL SIDING WIDTH SIMILAR TO THE SURROUNDING BUILDINGS, REPLACING OLD TRIMS WITH NEW ONES, REPLACING THE CURRENT METAL ENTRY DOOR WITH A WOOD DOOR, AND REPLACING THE SIGN ABOVE THE ENTRY DOOR WITH A TRANSOM WOOD WINDOW SIMILAR TO OTHER ENTRY DOORS ON HARRISON AVE.



2 SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"



1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

WEST FACADE ROOF LINE: RAISED PARAPET

OPTION 1:

WITH ALL OTHER PROPOSED CHANGES BEING EQUAL, THIS OPTION PROPOSES TO BUILD A PARAPET WALL ON THE WEST FACADE TO MATCH THE HEIGHT OF THE EXISTING PARAPET TO THE SOUTH. THE PARAPET WALL WILL ENSURE THAT ALL MECHANICAL EQUIPMENT, PARTICULARLY THE KITCHEN MAKE-UP AIR UNIT WILL BE HIDDEN FROM THE STREET. THE TALLER PARAPET WALL ALSO ACTS AS A FALL PROTECTION FOR ROOF MAINTENANCE OF THE EQUIPMENT AND SNOW REMOVAL.



1 WEST ELEVATION
SCALE: 3/16" = 1'-0"

WEST FACADE ROOF LINE: PARAPET W/ SLOPED MOLDING

OPTION 2:

WITH ALL OTHER PROPOSED CHANGES BEING EQUAL, THIS OPTION PROPOSES TO REBUILD THE WEST FACADE WITH THE PARAPET WALL AND A WOOD MOLDING ALONG THE WEST FACADE THAT MIMICS THE EXISTING ROOF LINE.

THE PARAPET WALL HERE STILL HIDES ALL OF THE MECHANICAL EQUIPMENT WHILE PROVIDING FALL PROTECTION FOR ROOF MAINTENANCE. THE WOOD TRIM WILL BE PROUD FROM THE FACADE TO OUTLINE THE EXISTING ROOF LINE.



1 WEST ELEVATION: Parapet + Trim
SCALE: 3/16" = 1'-0"



DATE: February 12, 2024
TO: Historic Preservation Commission, Leadville
FROM: Shape Architecture

SUBJECT:
200 E 6th St: Public House
HPC Work Session Narrative

The following sections aim to illustrate the proposed development at 200 E 6th St listed within Leadville’s historic inventory list. The proposed design presented is at the very early schematic stage and by no means the final proposal.

EXISTING CONDITION:

The approximately 1400 SF existing building at 200 E 6th street has been vacant for quite some time. The prior use was a retail glass shop, *High Country Glass & Frame*. The historic use of the space was a meat market and grocery store called *Shrader’s Market*, and has also been referred to as the “Lucky Corner.” The building consists mainly of wood construction and appears to share a brick wall with the adjacent property to the east. There is a furred wall from the shared brick wall. The floor is mainly wood framed with the exception of the north half of the building being slab on grade. The roof framing consists of 2x trusses at approximately 24” on center. There appears to be signs of fire damage in the roof trusses. The facade facing E 6th St seemingly mimics the historic storefront design as seen on Harrison Ave. The facade on Poplar St however, differs from that and is believed to be a later renovation, particularly the addition of the garage door on the north end of the west wall.



Exterior SW View



Exterior View from E 6th St.



Exterior View from the north alley



Existing Interior Condition



Existing Interior Condition



Existing Interior Condition



Existing Interior Condition

PROPOSED USE & SCOPE OF WORK:

Given the property's proximity to the vibrant main street of Harrison Ave and the surrounding businesses, the owners propose to turn the vacant space into a restaurant and bar. This will be a rehabilitation project per HPC guidelines by repairing and replacing existing historic features and reconstructing lost or altered historic features.

The owners and the design team recognize the significance of the south facade and corner entry of the building along E 6th St and intend to keep its original aesthetics by only restoring the existing windows and door, frame, and sill. All restored windows and the single entry door are to be wood. The historic cornice above the windows that wraps around the entry and part of the west facade is to remain. Paint updates to the cornice may apply with approved historic colors. The existing 10"-12" siding differs from other historic buildings in the area and will be replaced with 6" wide horizontal clapboard to conform with the buildings nearby, with or without historic significance. There is currently a sign above the main entry door on the corner of E 6th St and Poplar St. After careful historic research, it may be more appropriate to remove any signage above the door and replace it with a transom window to match the windows on both sides of the entry. This also conforms with other historic entry doors in the area.

Both the North and West exterior walls of the building are in rough conditions and would need to be rebuilt. At this time, the team is unable to find any historic images of this particular building. Nonetheless, based on other historic photos of Leadville, the current west facade appears to hold no historic significance. If anything, it differs from any historical relevance, particularly the garage door. Instead of the disjointed windows on the current west wall, the team proposes to take the existing window pattern on E 6th St and apply it along the exterior facade on Poplar St.. A secondary egress door is required per building code for the space and will be placed on the north side of the wall in lieu of the garage door. The team proposes to extend the west wall's parapet to align with the south wall while also extending the existing cornice the entirety of the wall in order to create one cohesive structure.

Lastly, the owners intend to activate this once famous corner referred to as "The Lucky Corner" with outdoor seating that patrons can enjoy the views from Spring to Fall. The seating will be placed against planters on the sidewalk along E 6th St and Poplar St.

Please refer to the drawings and renderings for further details and scope of work.

HISTORIC PHOTOS:



Grocery Store in Leadville in 1900 from Denver Library Historic Archives

Window pattern on the side of the building depicts a series of rectangular narrow windows similar to what is being proposed as opposed to the existing condition. There is a transom window above the entry door as opposed to any signage.



Various buildings in Leadville, 1937, from Denver Library Historic Archives

The side of the building has a similar sloper profile to 200 E 6th St. without any disjointed windows.



Millinery Store, 1890, from Denver Library Historic Archives

Entry facade with a window storefront and transom window above the entry doors.

Newspaper ads of Schrader's Market also known as The Lucky Corner

"The Lucky Corner"
SCHRADER'S MEAT MARKET!
SIXTH and POPLAR STS.,
Sells All Kinds of Meats, Fish, Game, Poultry, Vegetables, etc., at the **LOWEST** Living Prices.

BAER BROS.,
Wholesale Liquor Dealers, No. 116 Harrison Avenue,
Sole Agents for
WM. J. LEMP'S
St. Louis Keg and Bottled Beer.

J. J. HOGAN,
(Late with W. J. Conroy.)
Merchant Tailor and Draper,
614 HARRISON AVENUE,
Has just opened with an Entirely New and Complete Stock of
Fall and Winter Goods in Stylish and Desirable Patterns
Patronage Respectfully Solicited. First-Class Work Guaranteed,
AND AT VERY REASONABLE PRICES, 614 HARRISON AVENUE.

L. K. NELSON. JOHN BUFFEHR

OFFICE OF **NELSON & BUFFEHR,**
— PROPRIETORS OF —
THE LUCKY CORNER,
DEALERS IN
MEATS, GROCERIES AND PROVISIONS.

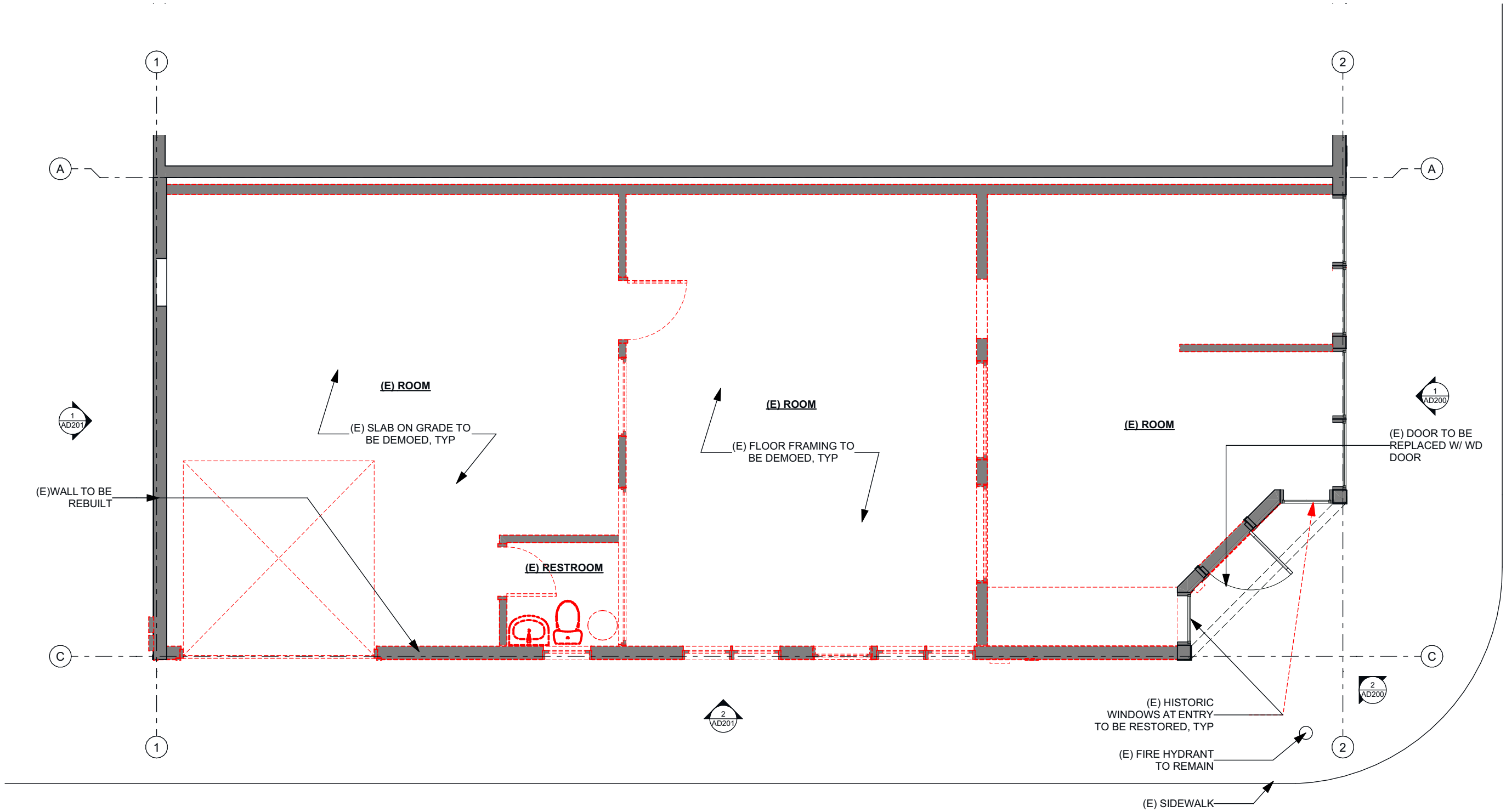
EXISTING PERSPECTIVE



DEMO FLOOR PLAN

DEMO FLOOR PLAN LEGEND

- - - OBJECT/ ITEM TO BE DEMOED
- OBJECT/ ITEM TO REMAIN UNO



1
AD100

MAIN LEVEL DEMO PLAN
SCALE: 3/16" = 1'-0"

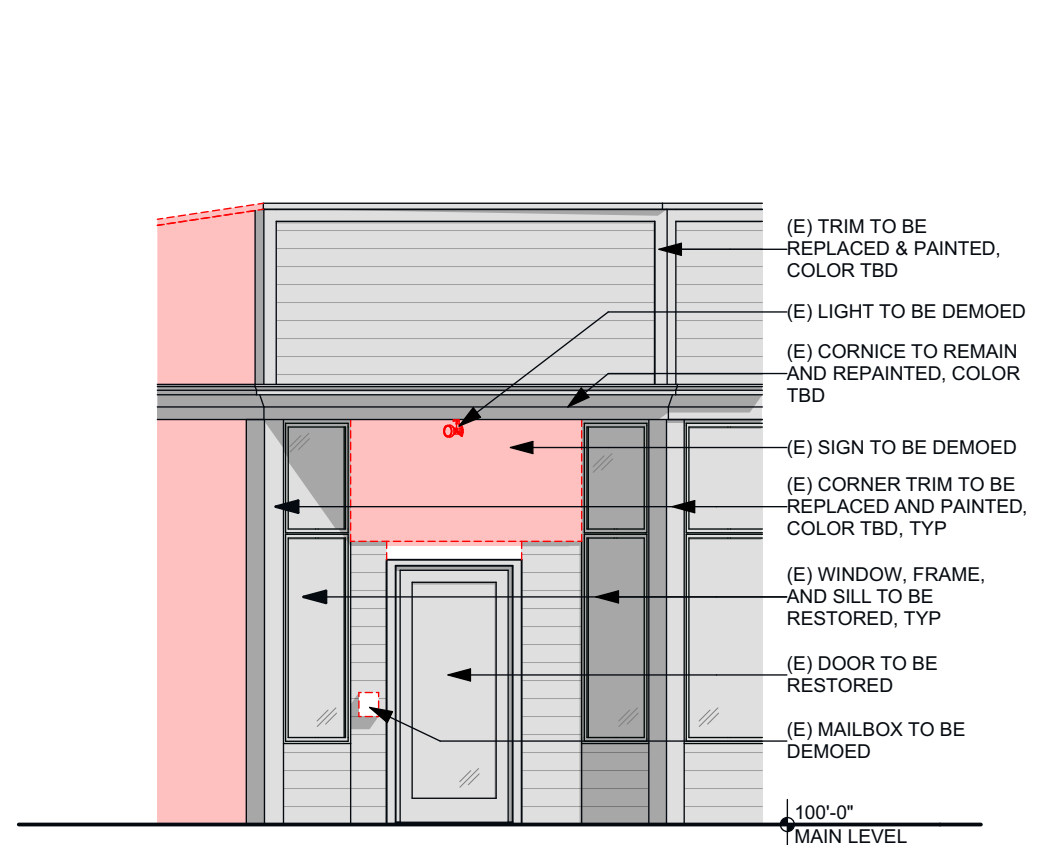


DEMO ELEVATIONS: SOUTH & SOUTHWEST

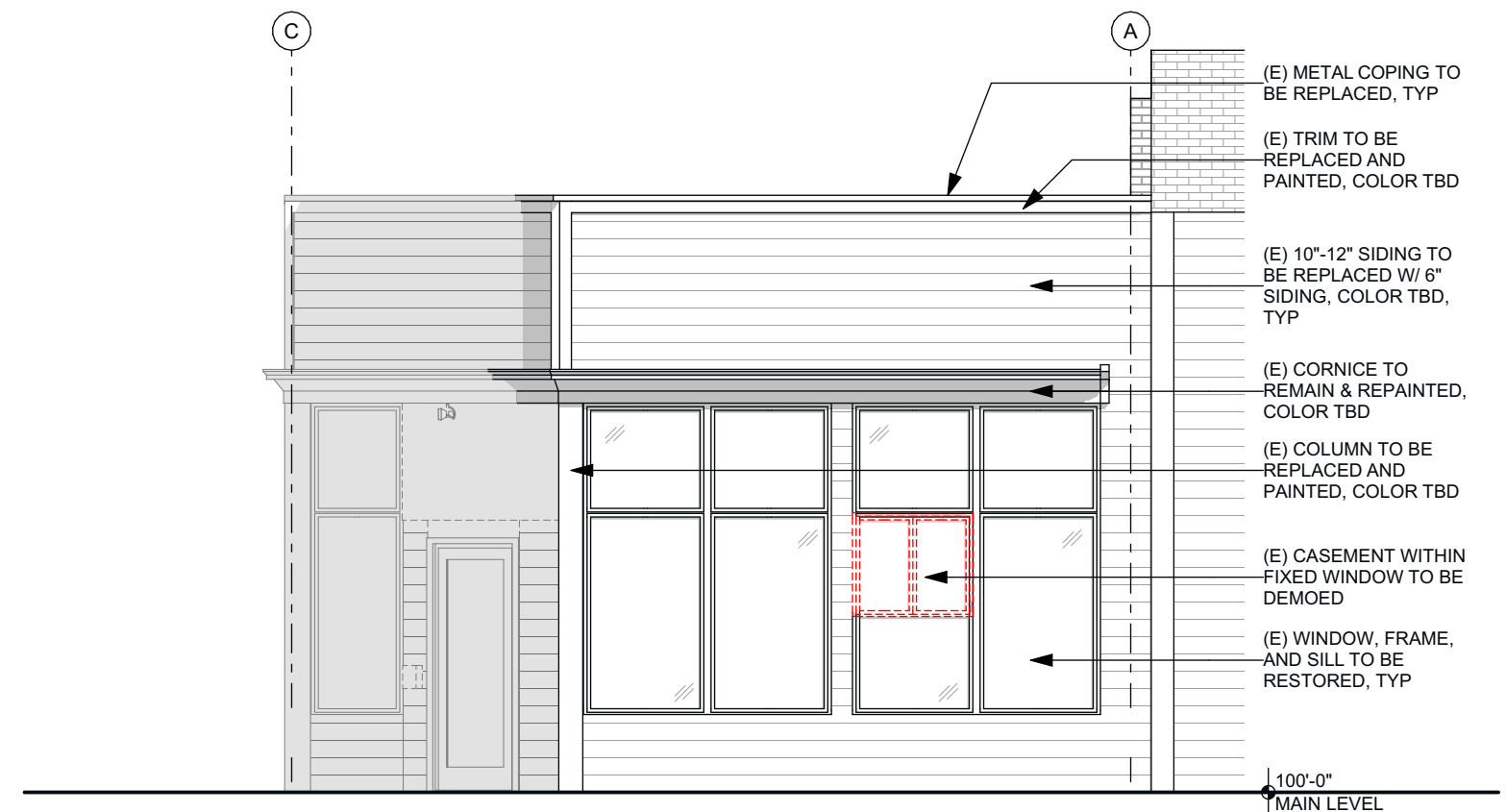
DEMO FLOOR PLAN LEGEND

--- OBJECT/ ITEM TO BE DEMOED

— OBJECT/ ITEM TO REMAIN UNO



2
AD200 DEMO SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"

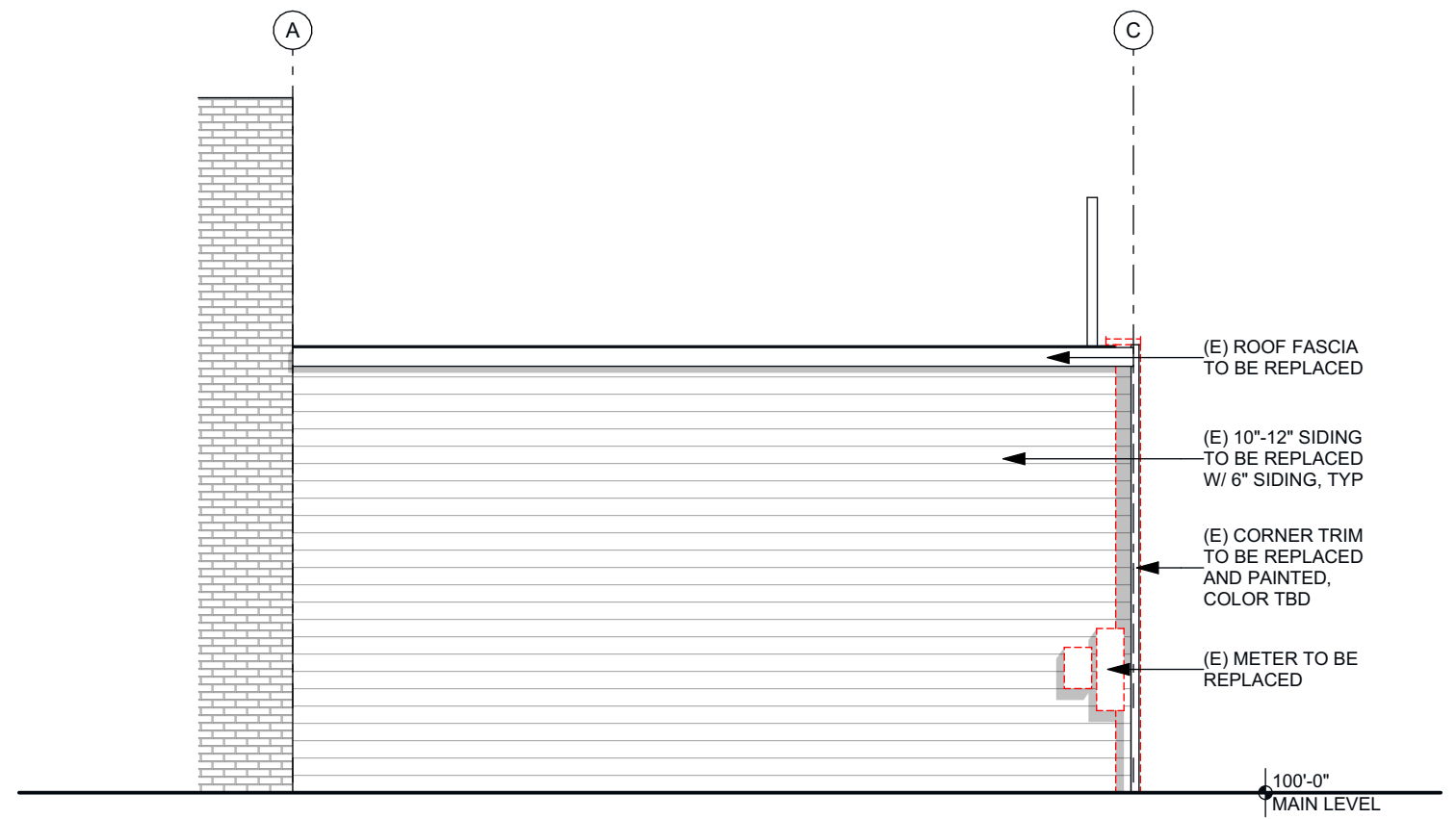


1
AD200 DEMO SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

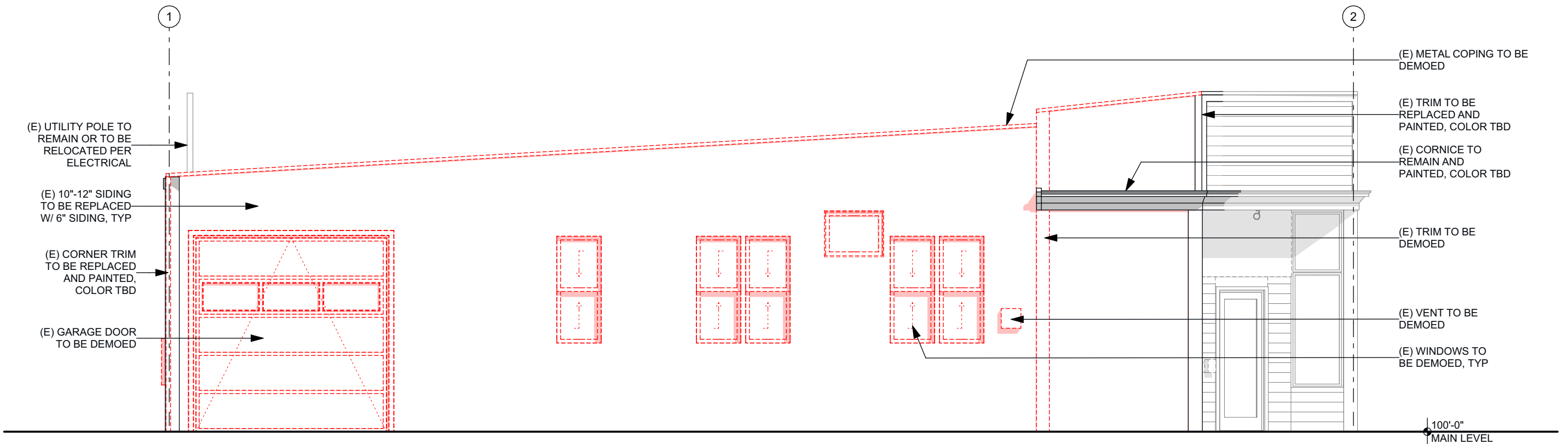
DEMO ELEVATIONS: WEST & NORTH

DEMO FLOOR PLAN LEGEND

- - - OBJECT/ ITEM TO BE DEMOED
- OBJECT/ ITEM TO REMAIN UNO

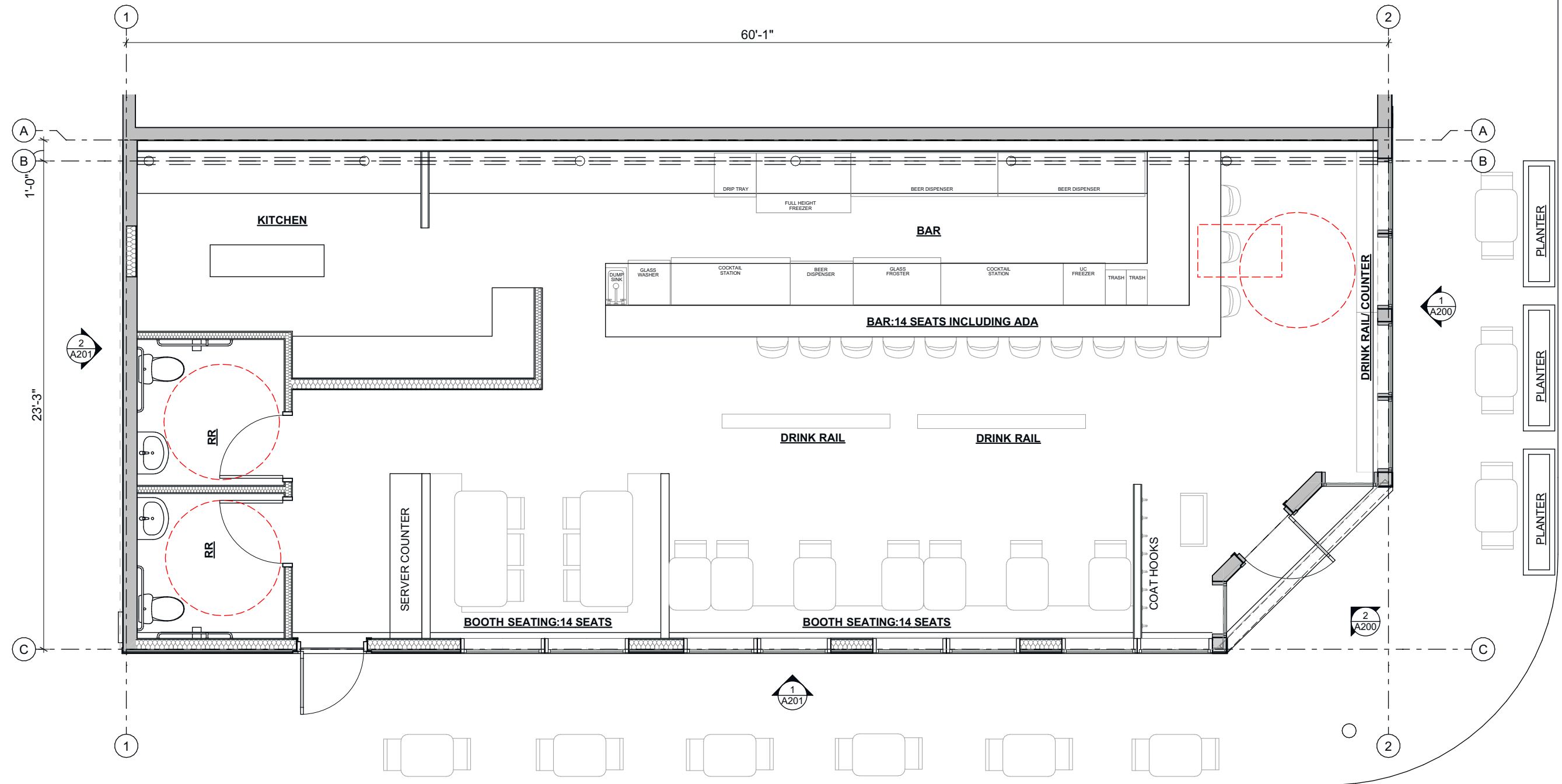


1
AD201
DEMO NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2
AD201
DEMO WEST ELEVATION
SCALE: 3/16" = 1'-0"

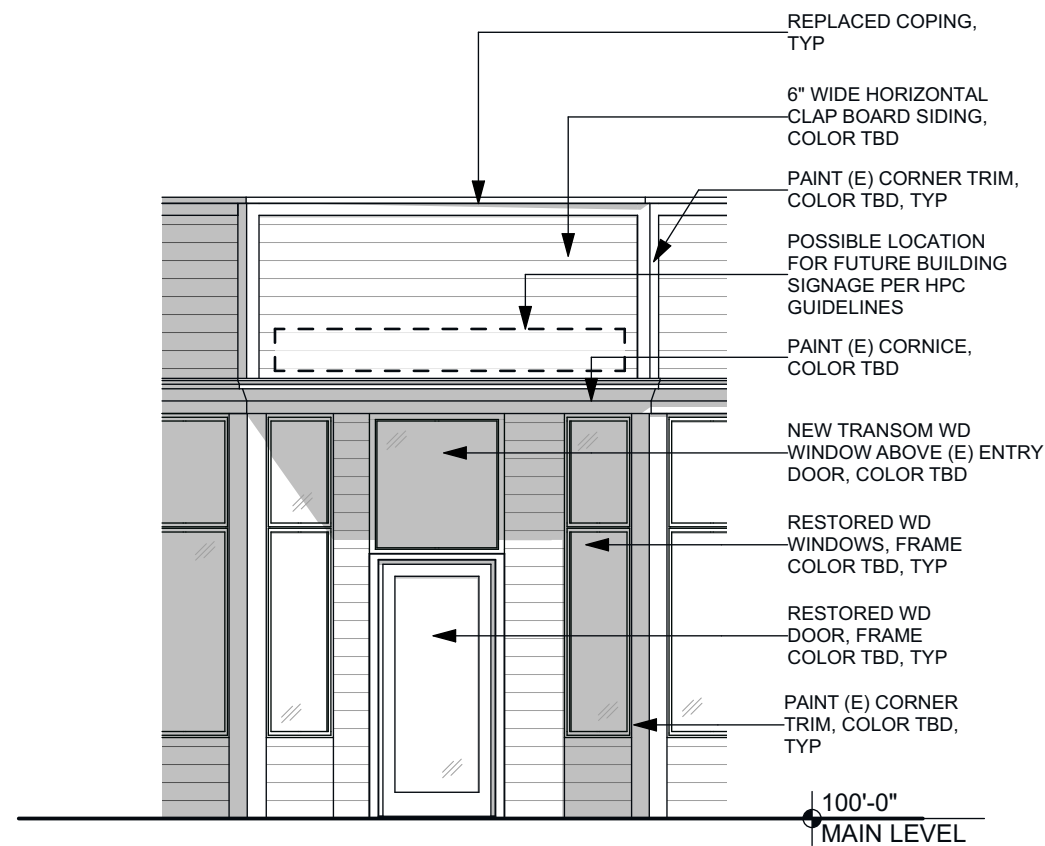
PROPOSED FLOOR PLAN



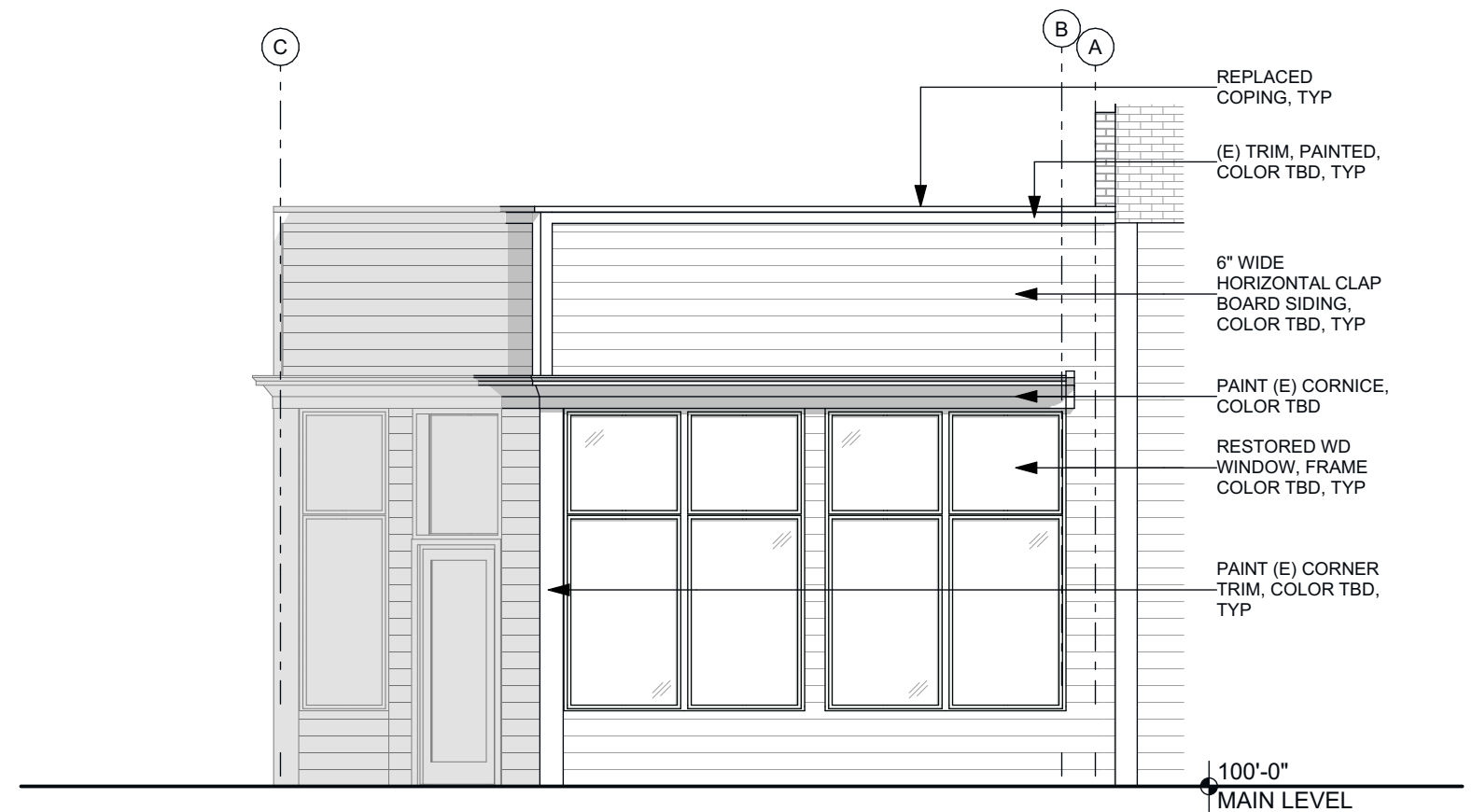
1
A100
MAIN LEVEL FLOOR PLAN
SCALE: 3/16" = 1'-0"



PROPOSED ELEVATIONS: SOUTH & SOUTHWEST

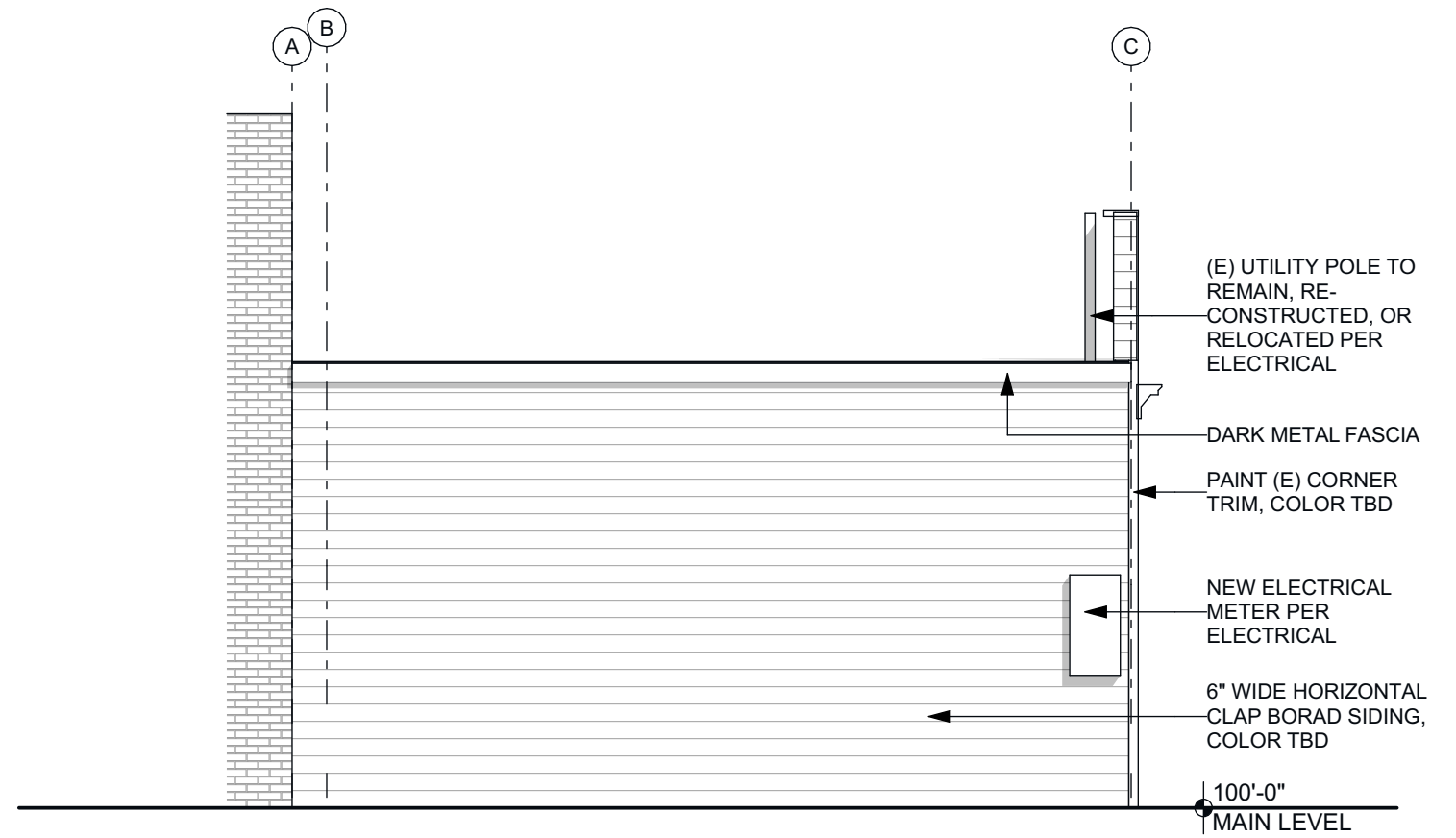


2
A200
SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"



1
A200
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

PROPOSED ELEVATIONS: WEST & SOUTH



2
A201
NORTH ELEVATION
SCALE: 3/16" = 1'-0"



1
A201
WEST ELEVATION
SCALE: 3/16" = 1'-0"

PROPOSED PERSPECTIVE



**** DISCLAIMER:**

SIDING AND WINDOW FRAME COLOR ARE FOR CONTEXT ONLY AND IS NOT THE FINAL PROPOSED COLOR.

EXTERIOR SIGNAGE IS CURRENTLY TBD UNTIL THE TEAM DEVELOPS THE DESIGN FURTHER AND WILL SUBMIT A SIGN PERMIT WITH THE HPC SEPARATELY.

THE ABOVE RENDERING IS ONLY AN ARTISTIC REPRESENTATION FOR CONTEXT ONLY AND MAY NOT ACCURATELY DEPICT ALL OF THE PROPOSED CHANGES.

May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2 6pm - LURA Board	3	4
5	6 6pm - Regular CC Mtg	7 11am - BOCC@ 505 6pm - Regular CC Mtg	8 5pm - Sanitation @ 6pm - P&Z Meeting @	9 5:15pm - Parkville Water	10	11
12	13	14 4pm - HPC Meeting @	15 1pm - Leadville Municipal	16	17 9am - Fire Management	18
19	20	21 8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	22 6pm - P&Z Meeting @	23	24	25
26	27	28 4pm - HPC - Regular Mtg 5pm - HPC Workshop:	29	30	31	1

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
		4pm - HPC - Regular Mtg 5pm - HPC Workshop:				
2	3	4	5	6	7	8
		11am - BOCC@505 6pm - Regular CC Mtg		6pm - LURA Board		
9	10	11	12	13	14	15
		4pm - HPC Meeting @	5pm - Sanitation @ 6pm - P&Z Meeting @	5:15pm - Parkville Water		
16	17	18	19	20	21	22
		8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	1pm - Leadville Municipal		9am - Fire Management	
23	24	25	26	27	28	29
		4pm - HPC - Regular Mtg	6pm - P&Z Meeting @			
30	1	2	3	4	5	6
		11am - BOCC@ 505 6pm - Regular CC Mtg		6pm - LURA Board		

July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	1	2	3	4	5	6
		11am - BOCC@505 6pm - Regular CC Mtg		6pm - LURA Board		
7	8	9	10	11	12	13
		4pm - HPC Meeting @	5pm - Sanitation @ 6pm - P&Z Meeting @	5:15pm - Parkville Water		
14	15	16	17	18	19	20
		8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	1pm - Leadville Municipal		9am - Fire Management	
21	22	23	24	25	26	27
		4pm - HPC - Regular Mtg	6pm - P&Z Meeting @			
28	29	30	31	1	2	3
				6pm - LURA Board		