

**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 01**  
**Series of 2014**

**A RESOLUTION DESIGNATING THE OFFICIAL PUBLIC NOTICE LOCATION AND THE OFFICIAL  
NEWSPAPER OF GENERAL CIRCULATION FOR THE CITY OF LEADVILLE, COLORADO**

**WHEREAS**, City Council is required by Colorado Revised Statute 24-6-402(2)(c) to annually designate at the first regular meeting of each calendar year official locations within the boundaries of the City for the posting of legal notices, and for notice of all meetings of the Leadville City Council; and

**WHEREAS**, the City of Leadville is required by state law to publish certain notices in newspapers of general circulation; and

**WHEREAS**, locations must be approved by the governing body at the first regular meeting of the year and this is the first regular meeting of Leadville City Council in the year 2014.

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

**Section 1.** Public notices shall be posted at the Leadville City Hall, 800 Harrison Avenue, Leadville, Colorado, 80461, on the front doors, which location shall be deemed the official posting location for the City of Leadville.

**Section 2.** Notices and other information required to be published in a newspaper of general circulation within the City of Leadville shall be made in the Herald Democrat; except that, where the City determines that the submission schedule, publication deadline, or other circumstance makes publication in such newspaper ineffective or otherwise undesirable, the City may publish official notice in another newspaper circulated within the City.

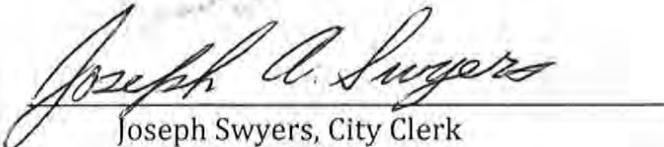
**Section 3.** This Resolution shall be effective upon its adoption.

ADOPTED on the 7<sup>th</sup> day of January, 2014.

ATTEST:

CITY OF LEADVILLE, COLORADO

  
\_\_\_\_\_  
Jaime Stuever, Mayor

  
\_\_\_\_\_  
Joseph Swyers, City Clerk

**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 2**  
**Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO AUTHORIZING THE RELEASE OF  
THE CITY'S SECURITY INTERESTS IN THE TABOR GRAND HOTEL**

WHEREAS, as authorized by Ordinance No. 1, Series 2012 of the City of Leadville, the City sold certain real property commonly known as the Tabor Grand Hotel to Tabor Grand LLC; and

WHEREAS, as a result of that sale and prior transactions relating to the Tabor Grand Hotel, the City holds promissory notes and related security instruments which encumber the real property and improvements commonly known as the Tabor Grand Hotel and its adjoining parking lots; and

WHEREAS, the City's security interests are evidenced by two deeds of trust recorded in the public records of Lake County as follows: 1) a deed of trust securing payment in the amount of \$901,364.12 filed for record on May 21, 2012 at Reception No. 358802 ("2012 Deed of Trust") and 2) a deed of trust securing payment in the amount of \$557,539.00 filed of record on February 8, 1991 at Reception No. 300140 ("1991 Deed of Trust"); and

WHEREAS, Pursuant to the Commercial Loan Agreement between the City and Tabor Grand LLC dated May 18, 2012, Tabor Grand LLC has the right to pay the City a discounted amount in accordance with an accelerated payment schedule and, thereby, to obtain a release of the 2012 Deed of Trust as long as certain representations and commitments relating to rehabilitation and affordable housing within the Tabor Grand Hotel are made; and

WHEREAS, the City is satisfied that the obligations relating to affordable housing and rehabilitation of the Tabor Grand Hotel have been or will be satisfied through Tabor Grand LLC's application for and award of Low Income Housing Tax Credits and other steps Tabor Grand LLC has undertaken and has committed to undertake to obtain additional resources dedicated to the Tabor Grand Hotel; and

WHEREAS, it is appropriate and in the best interest of the City to release the 1991 Deed of Trust in connection with Tabor Grand LLC's payoff of the note provided for in the Commercial Loan Agreement; and

WHEREAS, Tabor Grand LLC intends to convey the Tabor Grand Hotel to a third party, which has also committed to maintaining the historic nature and the affordable housing use of the Tabor Grand Hotel, and, in connection with that conveyance, to exercise its rights under the Commercial Loan Agreement, as Amended, to pay off the City's note in exchange for a release of the City's security interests in the Tabor Grand Hotel; and,

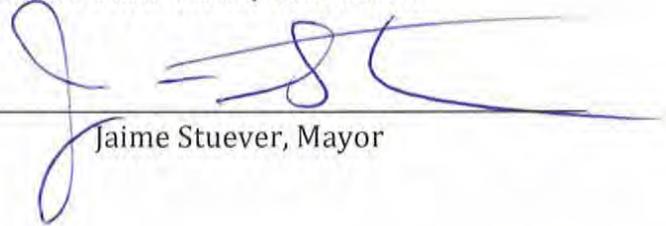
WHEREAS, the City believes the planned conveyance of the Tabor Grand Hotel to a third party is consistent with the purposes of the Commercial Loan Agreement and that all conditions necessary for the City to accept \$375,000.00 as full and final payment of the City's loan to Tabor Grand LLC and for the release of all of the City's security interests in the Tabor Grand Hotel and the Tabor Grand Hotel parking lots have been satisfied by Tabor Grand LLC's commitment to protect the historic nature, and to assure the continued affordable housing use, of the Tabor Grand;

NOW THEREFORE, the City Council, acting upon a majority vote, duly resolves to authorize the Mayor of the City of Leadville, in consultation with the City Attorney, to take all necessary steps and to execute all documents as are required in order to accept payment of \$375,000.00 as full and final payment for all outstanding debts owed to the City related to the Tabor Grand Hotel or the Tabor Grand Hotel parking lots.

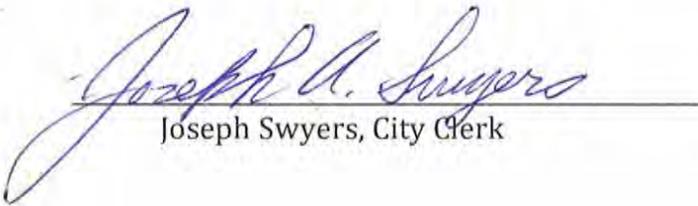
ADOPTED on the 7<sup>th</sup> day of January, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.

ATTEST:

CITY OF LEADVILLE, COLORADO



Jaime Stuever, Mayor



Joseph Swyers, City Clerk



**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 03**  
**Series of 2014**

**A RESOLUTION APPOINTING MUNICIPAL JUDGES FOR THE LEADVILLE MUNICIPAL COURT.**

**WHEREAS**, C.R.S. Sections 13-10-105(1)(a) and (b), provide that the governing body of a municipality shall appoint a municipal judge for a term of not less than two years and provide that the governing body of a municipality may appoint such alternate municipal judges as may be necessary to act in case of temporary absence, sickness, disqualification, or other inability of the presiding or alternate municipal judge to act; and

**WHEREAS**, Leadville Municipal Code Title 2, Chapter 2.12 states:

2.12.010 Designated- Appointment and removal.

Each city council, upon taking office, shall proceed to the election and appointment of the following officers:

- A. One city attorney;
- B. One municipal judge and an alternate;
- C. Such other officers as may be required by statute or this code.

**WHEREAS**, the Honorable Neil V. Reynolds has agreed to act as the Presiding Judge of the Leadville Municipal Court; and

**WHEREAS**, the Honorable William Alderton, has agreed to act as an Alternate Judge of the Leadville Municipal Court in cases where the honorable Neil V. Reynolds, the Presiding Municipal Judge, cannot act.

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

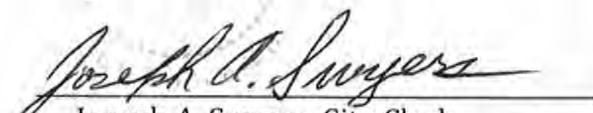
**Section 1.** Pursuant to C.R.S. Section 13-10-105(1)(a), the Honorable Neil V. Reynolds is appointed as Presiding Judge of the Municipal Court of the City of Leadville for a term of not less than two years from February 8, 2014 until February 8, 2016.

**Section 2.** Pursuant to C.R.S. Section 13-10-105(1)(b), the William Alderton, is appointed as Alternate Judge of the Municipal Court of the City of Leadville for a term of not less than two years from February 8, 2014 until February 8, 2016.

**Section 3.** This Resolution shall be effective upon its adoption.

**ADOPTED on the 21<sup>st</sup> day of January, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent and 0 vacant.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 04  
Series of 2014**

**A RESOLUTION APPOINTING CITY ATTORNEY OF THE CITY OF LEADVILLE.**

**WHEREAS**, C.R.S. Section 31-4-107(2)(a) provides that upon taking office, or at such other time as may be provided by ordinance or resolution, the city council shall appoint a city attorney; and

**WHEREAS**, Leadville Municipal Code Title 2, Chapter 2.12 states:

2.12.010 Designated- Appointment and removal.

Each city council, upon taking office, shall proceed to the election and appointment of the following officers:

- A. One city attorney;
- B. One municipal judge and an alternate;
- C. Such other officers as may be required by statute or this code.

**WHEREAS**, Linda Michow has agreed to act as the City Attorney of the City of Leadville.

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

**Section 1.** Pursuant to C.R.S. Section 31-4-107(2)(a) Linda Michow is appointed as City Attorney for the City of Leadville for a term of not less than two years from February 1, 2014 until February 1, 2016.

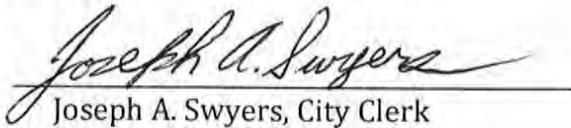
**Section 2.** Pursuant to C.R.S. Section 31-4-107(2)(a) Maureen Juran, Kevin Paul or other attorneys designated by Linda Michow may act as City Attorneys for the City of Leadville during the term for which Linda Michow is City Attorney for the City of Leadville.

**Section 3.** This Resolution shall be effective upon its adoption.

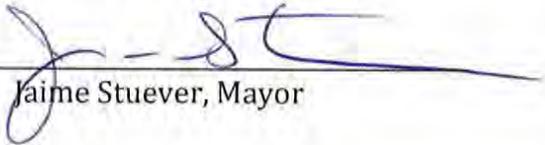
**ADOPTED on the 21<sup>st</sup> day of January, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent and 0 vacant.**

CITY OF LEADVILLE, COLORADO

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 05  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO ACCEPTING THE  
RESIGNATION OF ROY MCGINNIS FROM THE POSITION OF CITY TREASURER AND  
DECLARING A VACANCY IN THAT OFFICE AS OF JANUARY 21, 2014**

WHEREAS, the treasurer of the City of Leadville is an elected position and serves as an officer of the City; and

WHEREAS, Roy McGinnis was elected as the treasurer of the City of Leadville at the November, 2013 regular election for a four year term; and

WHEREAS, effective January 21, 2014, the City Council appointed Mr. McGinnis to serve as the deputy treasurer for the City of Leadville; and

WHEREAS, in light of that appointment, Mr. McGinnis has submitted to the City Council a written resignation from the office of City Treasurer; and

WHEREAS, the City Council desires to accept the resignation of Mr. McGinnis, to be effective as of the effective date of this Resolution; and

WHEREAS, the current term of the office of City Treasurer will expire in January, 2018, following the November, 2017 regular election; and

WHEREAS, in accordance with C.R.S. § 31-4-108(2)(b), the City Council must either appoint a person to fill the vacancy or schedule a special election to elect a new City Treasurer within sixty (60) days following the date on which the vacancy occurs; and

WHEREAS, the City Council has determined to fill the vacancy of the office of City Treasurer by appointment in order to save the time and expense associated with conducting a special election; and

WHEREAS, the City Council desires to initiate a process of securing a successor in the office of the City Treasurer; and

WHEREAS, the City Council desires to direct staff to advertise for the position of City Treasurer.

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

Section 1. Accepting Resignation. The City Council hereby accepts the written resignation of Roy McGinnis from the position of City Treasurer. The office of the City Treasurer shall be deemed vacant as of the effective date of this Resolution.

Section 2. Direction to Advertise Position. The City Council hereby directs the City Administrative Services Manager to coordinate with the City Attorney to establish a process for securing a successor in the office of City Treasurer and to advertise the notice of vacancy and to solicit letters of interest from potential candidates. The City Council shall appoint a new City Treasurer on or before March 22, 2014, in accordance with the applicable provisions of C.R.S. § 31-4-108(2)(b).

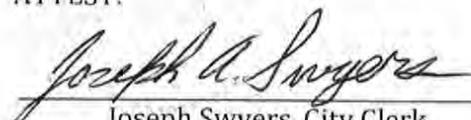
Section 3. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

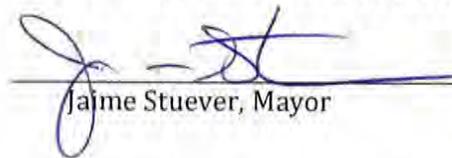
Section 4. Effective Date. This Resolution shall take effect upon its approval by the City Council.

**ADOPTED on the 21<sup>st</sup> day of January, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent and 0 vacant.**

CITY OF LEADVILLE, COLORADO

ATTEST:

  
\_\_\_\_\_  
Joseph Swyers, City Clerk

  
\_\_\_\_\_  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 06  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO DESIGNATING THE DEPUTY  
TREASURER**

WHEREAS, the treasurer of the City of Leadville is an elected position and serves as an officer of the City, and pursuant to Section 31-4-107, C.R.S., is subject to the control and supervision of the Mayor; and

WHEREAS, pursuant to Ordinance 13, Series of 2013, an ordinance amending Chapter 2.04 concerning the duties and compensation of the treasurer of the City of Leadville, the City Council modified the duties and compensation of the treasurer and ordained that a City employee shall serve in the capacity of deputy treasurer in order to assist the treasurer in fulfilling those duties, and

WHEREAS, the City Council is authorized by Section 2.04.110 of the Leadville Municipal Code to designate a deputy treasurer to coordinate with the treasurer to ensure that all of the treasurer's duties are fulfilled; and

WHEREAS, Roy McGinnis has applied for the position of deputy treasurer; and

WHEREAS, Roy McGinnis has previously served as the elected treasurer for the City of Leadville and possesses the knowledge and qualifications to serve as deputy treasurer; and

WHEREAS, the City Council desires to designate and appoint Roy McGinnis to serve at the pleasure of City Council as deputy treasurer and to fulfill all duties set forth in the Leadville Municipal Code.

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

Section 1. Appointment. The City Council hereby appoints Roy McGinnis as deputy treasurer effective January 21, 2014 to serve in that capacity at the pleasure of City Council. The City Council hereby authorizes the Mayor to determine, on behalf of the City, all compensation, benefits, and other terms and conditions of employment for the deputy treasurer in accordance with the City's personnel policies and guidelines.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

**ADOPTED on the 21<sup>st</sup> day of January, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent and 0 vacant.**

CITY OF LEADVILLE, COLORADO

  
Jaime Stuever, Mayor

ATTEST:

  
Joseph Swyers, City Clerk

**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 07**  
**Series of 2014**

**A RESOLUTION CONCERNING APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS,  
DIVISION OF HOUSING, FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO SUPPORT THE  
ACQUISITION OF THE TABOR GRAND HOTEL**

WHEREAS, the City holds a security interest in the real property and improvements commonly known as the Tabor Grand Hotel, or the "Tabor Grand," and its associated parking lots; and

WHEREAS, the Tabor Grand is of cultural and historical significance to the citizens of Leadville; and

WHEREAS, the City is committed to maintaining the historical and structural integrity of the Tabor Grand; and

WHEREAS, the City is further committed to preserving the Tabor Grand as a hub of commercial activity and a critical source of affordable housing; and

WHEREAS, the current owners of the Tabor Grand are proceeding to convey the Tabor Grand to a newly formed ownership entity that will make additional resources available with which to renovate and operate the Tabor Grand; and

WHEREAS, the current and future owners of the Tabor Grand have requested the City's assistance and cooperation in applying for \$600,000.00 in Community Development Block Grant ("CDBG") funds from the State of Colorado; and

WHEREAS, if the CDBG funds are awarded to the City, the City intends, in accordance with the grant application and terms, to sub-grant the CDBG funds to Funding Partners, which has participated, alongside the City, in financing the acquisition and renovation of the Tabor Grand and which will deploy the CDBG funds to pay down debt incurred in acquiring and renovating the Tabor Grand; and

WHEREAS, applying for and obtaining CDBG grant funds is an important and necessary step toward the City's goals of ensuring the historical and structural integrity of the Tabor Grand Hotel and of maintaining the Tabor Grand as an important source of both commercial enterprise and affordable housing; and

WHEREAS, the City has entered into an agreement with the current and future owners of the Tabor Grand Hotel, whereby the City's administrative and legal expenses associated with the CDBG application process will be paid by the owners of the Tabor Grand;

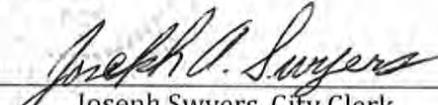
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, THAT:**

Section 1. The City Council, acting upon a majority vote, authorizes the Mayor of the City of Leadville, acting in consultation with the City Attorney, to prepare and execute an Application for \$600,000 in CDBG Grant Funds intended for uses related to the Tabor Grand Hotel, together with all supporting documentation, and to submit that Application to the Colorado Division of Housing as soon as practicable.

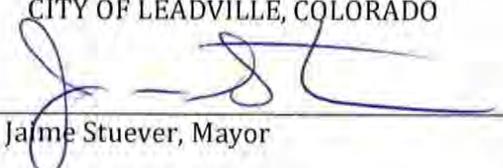
Section 2. This Resolution shall be effective upon adoption.

**ADOPTED on the 21<sup>st</sup> day of January, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent and 0 vacant.**

ATTEST:

  
\_\_\_\_\_  
Joseph Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

  
\_\_\_\_\_  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 08  
SERIES OF 2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE  
APPOINTING A DEPUTY CITY CLERK**

WHEREAS, the City Council of the City of Leadville is authorized under 2.44.020 of the Leadville Municipal Code to create positions and to authorize filling such positions as it deems necessary to the proper operation of City government; and

WHEREAS, to fulfill certain duties and responsibilities of the City Clerk at times when the City Clerk is absent or unavailable, the City Council finds it necessary to appoint a Deputy City Clerk related to the keeping of minutes of City Council meetings, and to assist with signing, attesting and sealing certain City documents, maintaining official records and responding to public records requests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LEADVILLE, COLORADO, THAT:

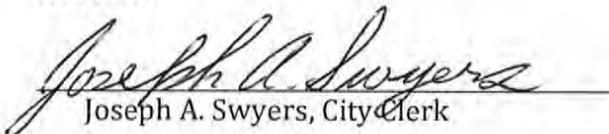
Section 1. The City Council hereby appoints Sarah Dallas as the Deputy City Clerk to assist the City Clerk with fulfilling his or her responsibilities and to serve as Acting City Clerk in the absence or inability of the City Clerk, as directed by the Mayor or City Council.

Section 2. The Deputy City Clerk shall perform all duties under the supervision and direction of the Mayor or the City Clerk.

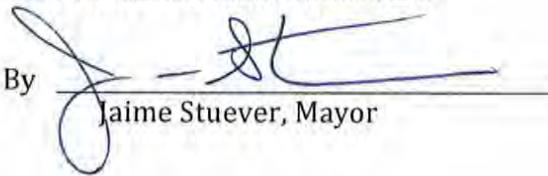
Section 3. This Resolution shall be effective upon adoption.

**ADOPTED this 18<sup>th</sup> day of March, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, and 1 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 09  
Series of 2014**

**A RESOLUTION AUTHORIZING SIGNATURES FOR CHECKING, SAVINGS, MONEY MARKET  
AND CERTIFICATES OF DEPOSIT ACCOUNTS FOR THE CITY OF LEADVILLE.**

**BE IT RESOLVED** by the City Council of the City of Leadville as follows:

**Section 1.** That any of the following persons are authorized to endorse items of deposit or transfer money from one City account to another City account and that two signatures shall be required for withdrawals from any of the checking, savings, money market and certificate of deposit accounts:

Jaime Stuever, Mayor  
OR  
Luke Finken, Mayor Pro-tem  
AND  
Joseph Swyers, City Clerk  
OR  
Sarah Dallas, Deputy City Clerk

**Section 2.** That any of the following persons are authorized to endorse items of deposit to the City's Municipal Court account and that two signatures shall be required for withdrawals from the checking account:

Neil Reynolds, Judge  
OR  
Mike Leake, Police Chief  
AND  
Shiloh Nachtrieb, Court Clerk  
OR  
Debbie Harman, Administrative Assistant

**Section 3.** That any two of the following persons are authorized to endorse items of deposit to the City's Seizure account and that two signatures shall be required for withdrawals from the checking account:

Mike Leake, Police Chief  
OR  
Shiloh Nachtrieb, Court Clerk  
OR  
Debbie Harman, Administrative Assistant

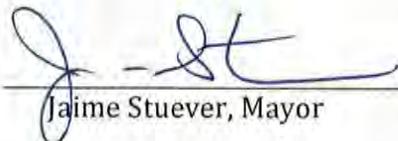
**Section 4.** Any and all Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

**ADOPTED this 18<sup>th</sup> day of March, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, and 1 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 10  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DEON  
WOLFENBARGER D/B/A THREE GABLES PRESERVATION**

WHEREAS, the City of Leadville ("City") is authorized to enter into contracts for lawful municipal purposes; and

WHEREAS, the City received a grant ("Grant") from the State Historical Society by and through History Colorado ("HC") in the amount of \$8500.00 to assist the City in hiring a consultant to research, develop and write a historic resources survey plan for the City; and

WHEREAS, the City received a proposal from Deon Wolfenbarger ("Consultant") doing business as Three Gables Preservation to perform a historic resources survey plan that meets the requirements of the HC and the Grant; and

WHEREAS, the Consultant affirms that she meets the Secretary of the Interior's professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs" and is therefore qualified to perform the survey plan for the City; and

WHEREAS, HC acknowledges that a competitive procurement process is not necessary where a consultant meets the Secretary of the Interior's professional qualifications as is the case with Deon Wolfenbarger.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

**Section 1.** The City Council hereby approves a professional services agreement with Deon Wolfenbarger in the amount of \$8,500.00 in substantially the same form as attached and authorizes the Mayor to execute the agreement.

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

**ADOPTED this 15<sup>th</sup> day of April, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **15th day of April, 2014**, by and between the **CITY OF LEADVILLE**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **DEON WOLFENBARGER**, d/b/a **THREE GABLES PRESERVATION** (hereinafter referred to as "Contractor").

### RECITALS:

A. The City has entered into a grant agreement ("Grant") with the State of Colorado by and through the State Historical Society through which it will receive grant funds in order to develop a historic resources survey plan.

B. The City requires professional services to research, develop and prepare a historic resources survey plan in conformance with standards provided by the State Historical Society, also known as History Colorado ("HC"), and detailed in the Colorado Survey Manual (the "Services").

C. Contractor represents to the City that it has the requisite expertise and experience to perform the required Services, including meeting the professional qualifications described in 36 CFR (Code of Federal Regulations) 61 or as otherwise approved by HC.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City the Services as set forth herein.

### I. SCOPE OF SERVICES

The Contractor shall complete the scope of services as described in **Exhibit A** and **Exhibit A-1** attached hereto and incorporated herein by this reference, including but not limited to preparation of a public participation plan, plan outline, draft historic resources survey plan, and final historic resources survey plan, on or before June 1, 2015 ("Services"). Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities as outlined in **Exhibit A**. In addition, the Contractor shall comply with and fulfill the State Historical Society/City of Leadville grant requirements set forth in **Exhibit A-1** attached hereto.

### II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No Services information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

### III. OWNERSHIP OF WORK PRODUCT

Upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output or any other materials developed for these Services are, and shall be, the sole and exclusive property of

the City. Contractor will provide the City with a ten (10) day written notice prior to disposal of Services documents it has retained, during which time the City may take physical possession of same at the storage site.

#### **IV. COMPENSATION**

A. Compensation shall be **in a not to exceed amount of \$8,500.00, inclusive of all reimbursable expenses.**

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City. Progress payments shall be made in accordance with the City's interim status reports and interim financial reports showing percentage of project completion in a form attached as **Exhibit B.**

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

#### **V. TERM OF AGREEMENT**

Contractor shall commence work upon the execution of this Agreement and shall terminate in accordance with Section XI of this Agreement or on June 30, 2015, whichever occurs first.

#### **VI. PROFESSIONAL RESPONSIBILITY**

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

B. In performing the Services, the Contractor shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Contractor represents to the City that the Contractor and the Contractor's employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement. Specifically, Contractor specifically represents that it meets the professional qualifications described in 36 CFR (Code of Federal Regulations) 61 or as otherwise approved by History Colorado.

C. The Contractor and all the Contractor's employees providing Services hereunder shall, at all times, foster and maintain professional relationships with all City businesses, residents, customers and shall represent the City in the best light possible to members of the public, staff, elected and appointed officials and media.

D. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by Contractor under this Agreement in accordance with all applicable City building codes. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its services which fall below the standard of professional practice.

E. Approval by the City of work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the Services furnished under this Agreement.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

## VII. COMPLIANCE WITH LAW

A. The Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services unless otherwise expressly instructed in writing by the City.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

#### C. Record Keeping

Contractor shall make, keep, maintain and allow inspection and monitoring of the following records:

##### 1. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State or City a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Services. Contractor shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Contractor has received notice that an

audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

## 2. Inspection

Contractor shall permit the State, City and the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to the Grant or Services during the Record Retention Period for a period of three years following termination of this Agreement, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder. The State and City reserve the right to inspect or review the Services at all reasonable times and places during the term of this Agreement, including any extension. If the Services fail to conform to the requirements of this Agreement or the Grant, the State or City may require Contractor promptly to bring the Services into conformity with Grant requirements, at Contractor's sole expense. If the Services cannot be brought into conformance by re-performance or other corrective measures, the City may require Contractor to take necessary action to ensure that future performance conforms to Grant requirements or this Agreement and exercise the remedies available under this Agreement, at law or inequity in lieu of or in conjunction with such corrective measures.

## 3. Monitoring

Contractor shall permit the State, City or the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

## 4. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Agreement, Contractor shall submit a copy of the final audit report to the State or City or its principal representative at the address specified in Section IX.B.6 herein.

## D. Confidential Information

As provided by law, Contractor shall comply with the provisions on this Section if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to City or State personnel records, and information concerning individuals.

### 1. Confidentiality

As provided by law, Contractor shall keep all City and State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for

City or State records and information in the possession of Contractor shall be immediately forwarded to the State's or City's principal representative as designated in Section IX.B.6 herein.

2. Notification

Contractor shall notify its agents, employees, and assigns who may come into contact with City or State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

3. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Agreement or the Grant or as approved by the City. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State or City records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Grant or approved in writing by the State.

### **VIII. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

### **IX. INSURANCE**

A. The Contractor agrees to obtain and maintain during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Contractor shall maintain adequate health insurance to cover Contractor (herself) engaged in the performance of the Services under this Contract. Contractor acknowledges it has no employees for which worker's compensation insurance is required.

2. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

3. Commercial general liability insurance covering premises operations, fire damage, independent grantees, products and completed operations, blanket grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 on any fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the City a certificate or other document satisfactory to City showing compliance with this provision. This policy shall contain a severability of interests provision.

4. Professional liability insurance with minimum limits of \$1,000,000 each claim and one million dollars (\$1,000,000) general aggregate.

5. The policy required by paragraph 3 above shall be endorsed to include the State of Colorado, its officers and employees, and the policies in paragraphs 2 and 3 shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policies required in Paragraphs 2 and 3 above shall be primary insurance, and any insurance carried by the State of Colorado or the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1 above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance each provided for the City and the State shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled,

terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificates of insurance shall be sent to:

Manager of Administrative Services  
City of Leadville  
800 Harrison Ave.  
Leadville, CO. 80461

Dan W. Corson  
History Colorado  
1200 Broadway  
Denver, CO. 80203

7. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

8. The City and State each reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

9. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

A. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon sixty (60) days' written notice delivered to the Contractor. The Parties may mutually agree to a longer period of time for the Contractor termination to transition the Services to another contractor or City staff. In the event of such termination, the City shall pay the Contractor all invoiced fees incurred up to the date of termination unless such fees or expenses are subject to objection as provided by Section IV of this Agreement.

E. Contractor Unilateral Termination. This Agreement may be terminated by the Contractor for any or no reason upon sixty (60) days' written notice to the City. The Parties may

mutually agree to a longer period of time for the Contractor termination to transition the Services to another contractor or City staff.

F. Termination for Non-Performance. Should a Party fail substantially to perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party in accordance with this section. The performing Party shall first notify in writing the non-performing Party of the specific failure to perform which notice shall demand that such non-performance be cured or remedied within not less than thirty (30) days of the date of the delivery of such notice. In the event the non-performing Party fails to timely cure or remedy such non-performance following such notice and demand, the performing Party may elect to terminate the Agreement by notifying the non-performing Party in writing of its election to terminate for non-performance which termination shall be effective upon the non-performing Party's receipt of such notice of termination.

## XII. VENUE

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

## XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, sub-contractors, agents, volunteers or representatives, including coverage or benefits related but not limited to local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation insurance; disability, injury, or health insurance; professional liability insurance; errors and omissions insurance; or retirement account contributions in regards to the Contractor provision of Services under this Agreement.

## XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

## XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:  
Mayor

City of Leadville  
800 Harrison Avenue  
Leadville, CO 80461

The Contractor:  
Deon Wolfenbarger  
320 Pine Glade Road  
Nederland, CO 80466

## **XVI. MISCELLANEOUS**

A. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

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

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

D. Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the City.

E. Interpretation and Mutual Negotiation. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the City on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the City. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the City to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

F. Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Contractor.

G. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

H. Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this

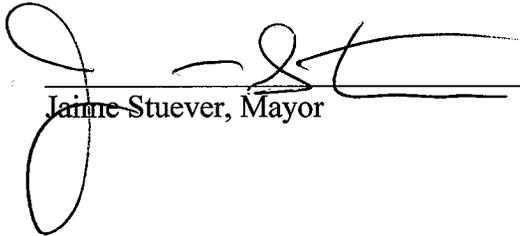
Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF LEADVILLE, COLORADO**

By:   
Jaime Stuever, Mayor



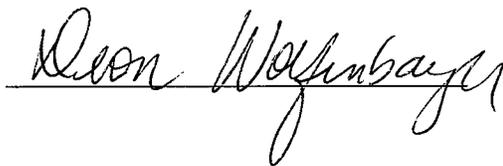
**ATTEST:**

  
Joseph Swyers, City Clerk

**APPROVED AS TO FORM:**

  
Linda Michow, City Attorney

DEON WOLFENBARGER, d/b/a THREE GABLES PRESERVATION

By: 

## EXHIBIT A Scope of Services

### Project Understanding

#### Leadville Historic Resources Survey Plan

Survey is the process of identifying and gathering data on a community's historic resources. Prior to conducting a field survey, however, a community should conduct background research and formulate a plan in order to establish priorities. In its most basic form, a historic resources survey plan provides a foundation for future identification and evaluation of a community's historic resources. This project will minimally cover the following objectives.

- Identify and evaluate the types of historic resources in Leadville and any anticipated growth area. This may include buildings, sites, structures, objects, and/or districts.
- Identify potential historic contexts that affected the physical development of Leadville.
- Conduct a SWOT analysis (strengths, weaknesses, opportunities, and threats) affecting both historic resources, and the existing preservation mechanisms in Leadville.
- Develop goals and objectives for the identification of Leadville historic resources. These goals should minimally:
  - Identify properties that contribute to Leadville's character, or that illustrate its historical and architectural development.
  - Identify properties or areas whose study may provide information about Leadville's past which should be preserved or subjected to scientific investigation.
  - Identify factors that affect survey priorities.
- Establish the level of survey appropriate for various property types or areas of Leadville.
- Establish priorities, a timetable, and estimated costs for various survey phases.

#### Public Process in a Survey Plan

A survey plan should be an integral part of a city's preservation program. In order for historic preservation to become "mainstream," public participation and education is critical. A survey plan should thus be developed with the input of its citizens, and its goals coordinated with those of various community departments, commissions, and non-profit organizations. Through various meetings and public processes, other survey plan objectives may be identified, which may include community education, heritage tourism, technical assistance for the community, and a database to aid various city departments in planning for historic resources.

Principal

Deon Wolfenbarger

Resumes & list of  
projects available on  
page 6

[ 1 ]

## Project Approach

### Methodology

A survey plan involves several sets of activities: archival research, reconnaissance field survey, community meetings, recording of information, evaluation and summary of findings. All survey products produced by Three Gables Preservation will be in accordance with National Register Bulletin #24, Guidelines for Local Surveys: A Basis for Preservation Planning as well as with guidelines established by the Colorado Historical Society's Office of Archeology and Historic Preservation's (OAHP). It is likely that several of these activities will be conducted concurrently. A summary of the survey activities follows.

### Archival Research

Archival research is the study and organization of information on the history and the historic resources of Leadville. The research will focus on the overall development history of Leadville, with the objective of revealing the types of historic properties that were built, and that may still be extant, in Leadville. This information can be organized into broad historic contexts. Furthermore, the archival research will include an examination and summary of the types of documentation that is available, which will help with the estimation of costs for future intensive-level survey.

The archival resources used shall include, but may not be limited to: plat and other historical maps, city/county directories, historic photographs, oral histories, newspapers, published histories, previous historic resource inventories and studies, the National Historic Landmark nomination and other designations, and planning documents that address issues affecting historic resources.

### Field Survey

A *reconnaissance level* (windshield) survey will be undertaken, with the goal of recording within the format of the survey plan:

- The types of historic properties found in Leadville
- The boundaries of the area surveyed
- Estimated numbers of historic properties within specific areas of Leadville
- Preliminary evaluation of integrity (i.e., does the area contain a number of historic resources that have been significantly altered)

### Public Process

Input from Leadville's citizens is critical for the determining the community's vision regarding historic resources. Public meetings have the additional benefit of promoting historic preservation a community value. In addition to public meetings, input and coordination will occur with the Colorado Historical Society Survey Coordinator, city staff, as well as the Historic Preservation Commission. In these meetings, the strengths, weaknesses, opportunities, and threats that affect historic resource planning will be finalized.

### Evaluation and Summary of Findings

The information gathered will be evaluated according to the "Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation, and Registration." These standards provide a basis which will not only allow Leadville to meet any federal obligations towards inventory of historic resources, but will provide a sound basis for future Certified Local Government survey and planning grant applications. As noted

previously, the information will be presented in a survey plan report. This report will minimally contain the following:

- Outline of historic contexts with recommendations for future research
- Summary of past research and planning documents, historic designations (local, state and federal),
- Expected property types
- Geographical distribution of historic resources
- Integrity
- Factors affecting survey priorities, which include threats to historic resources, opportunities, information gaps, and other issues such as economic, political, and community goals
- Proposed coordination with goals contained within the Colorado State Survey Plan
- Proposed survey phases, costs, and products

In addition to the elements listed above, the survey plan report will contain the research design, methodology, participants, definitions, recommendations for further research and actions, and bibliography. This report will also include a summary of the city's current preservation program, and the differences between the varying levels of historic designation (National Historic Landmark vs. local landmark, for example). The city will be provided with hard copies, as well a copy in a word-processing format. In addition to the report, the recommended survey phases and reconnaissance information will also be recorded on base maps. Copies of any photos will be provided in digital format.

**EXHIBIT A-1**  
**Scope of Work**  
**(Excerpt from State Historical Society Grant Agreement with Leadville)**

**Leadville Survey Plan**  
Project Title

**CO-14-020**  
Project Number

1. **PROJECT PURPOSE:** To hire a consultant meeting the Secretary of the Interior's Professional Qualification Standards to research, develop, and write a historic resources survey plan for the City of Leadville.
2. **SPECIFICATION OF WORK:** Identify existing contexts, assess and evaluate existing inventories, conduct a limited reconnaissance survey to assess resource types, general distribution, and potential threats, participate in public workshops, present at at least one HPC meeting, and draft the survey plan.
3. **REQUIRED STANDARDS:** Secretary of the Interior's Professional Qualification Standards; Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology.
4. **PRODUCTS:** The following products will be delivered to HC as set forth in

**EXHIBIT C**

- a) Three sets of interim status and financial report [to be supplied by City, not Contractor]
- b) Final Project Report
- c) Documentation of public meetings and workshops
- d) Public participation plan [NOT APPLICABLE]
- e) Survey plan outline
- f) Draft survey plan
- g) Final survey plan (four copies plus PDF version)

*All survey projects **must include** the following required standards and required products.*

- A. REQUIRED STANDARDS FOR SURVEY PROJECTS:** The following standards are required for all survey projects:
1. Grantee agrees that all survey work shall be completed to the standards provided by the History Colorado (HC) and detailed in the Colorado Survey Manual. Survey forms shall be provided by HC.
  2. Black and white photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.
  3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for

Identification and Evaluation published September 29, 1983 in the Federal Register.

Work not meeting the Secretary's Standards in the judgment of HC staff shall not be reimbursed.

4. Selection of Consultants: HC shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by HC. Grantee shall submit to HC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with HC staff.

Grantee's agreement with the consultant shall contain the following provision:

"No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the HPF grant."

**B. REQUIRED PRODUCTS FOR SURVEY PROJECTS:** The following are required products for all survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project boundaries. The map shall also identify individual properties or districts that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their state identification numbers and an evaluation of their significance.
2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by appropriate site number.
3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to the HC.
4. Grantee shall submit all Inventory forms completed for the survey. These shall be typed with photographs placed in appropriate archival sleeves and attached to the forms.

**EXHIBIT B  
Interim Status Reports**

**INTERIM STATUS REPORT**

**CLG Name** \_\_\_\_\_

**Project Title** \_\_\_\_\_

**Project Number** \_\_\_\_\_

**Please check one:**

- \_\_\_\_\_ Interim report # 1 ( \_\_\_\_\_ to \_\_\_\_\_ )
- \_\_\_\_\_ Interim report # 2 ( \_\_\_\_\_ to \_\_\_\_\_ )
- \_\_\_\_\_ Interim report # 3 ( \_\_\_\_\_ to \_\_\_\_\_ )
- \_\_\_\_\_ Interim report # 4 ( \_\_\_\_\_ to \_\_\_\_\_ )

**Please check one:**

- \_\_\_\_\_ Original projection
- \_\_\_\_\_ Amendment

**Print or type legibly. Complete each section (if not applicable, answer NA).**

**Column A:** List all project products/deliverables (refer to Attachment B, Exhibit 1 "Project Scope of Work, Standards and Specifications" of your contract).

**Column B:** Indicate the original projection or anticipated completion date for that particular product per the contract agreement.

**Column C:** Indicate with a yes/no whether or not that particular product is being submitted this quarter or what numerical amount of the product is being submitted.

**Column D:** Indicate the cumulative actual or percentage (%) completed at this time.

A. Products/Deliverables	B. Original Projection/Completion Date	C. Submitted this period? Yes or No	D. Cumulative actual or % completed at this time.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Prepared by: Signature/Print name/Title \_\_\_\_\_

Date \_\_\_\_\_

Approved: History Colorado \_\_\_\_\_

Date \_\_\_\_\_

# INTERIM FINANCIAL REPORT

CLG Name \_\_\_\_\_ Project Title/Project Number \_\_\_\_\_

(1st, 2nd, 3rd, or 4th) Financial Report covering period of \_\_\_\_\_ to \_\_\_\_\_.

**NOTE: DOCUMENTATION FOR ALL EXPENSES MUST BE ATTACHED (receipts, canceled check copies, sub-contract copies, invoices, etc.).**

PAYEE/DONOR NAME	PROJECT HOURS	HOURLY RATE	GRANT COSTS	MATCH (if any)	TOTAL	PROJECT USE /DESCRIPTION
------------------	---------------	-------------	-------------	----------------	-------	--------------------------

**Personnel:**

Subtotal						

**Contractual Services:**

Subtotal						

**Travel:**

Subtotal						

**Materials/Supplies/Other Expenses:**


<b>TOTALS:</b>	<b>A. 1ST INTERIM REPORT TOTALS</b>					
	<b>B. 2ND INTERIM REPORT TOTALS</b>					
	<b>C. 3RD INTERIM REPORT TOTALS</b>					
	<b>D. 4TH INTERIM REPORT TOTALS</b>					
	<b>E. TOTAL PROJECT COSTS</b>					

I certify that all information contained in this report and its accompanying documentation are true and correct; and that all professional services contracts and grant-assisted purchases of equipment and supplies were procured in accordance with the required competitive procurement procedures.

Grant Recipient (Signature/Print name, \_\_\_\_\_ Date \_\_\_\_\_)

History Colorado Approval \_\_\_\_\_ Date \_\_\_\_\_

**FINAL PROJECT REPORT**

CLG Name \_\_\_\_\_

Project Title \_\_\_\_\_

Project Number \_\_\_\_\_

Total Project Cost \_\_\_\_\_

Amendments with  
Approved Dates \_\_\_\_\_  
\_\_\_\_\_

Major Work Items Planned: \_\_\_\_\_  
\_\_\_\_\_

Actual: \_\_\_\_\_  
\_\_\_\_\_

Budget Items	Planned	Amended	Actual
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	_____	_____	_____

Additional Information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Publication Name \_\_\_\_\_  
Date \_\_\_\_\_ Four copies plus PDF enclosed

\_\_\_\_\_  
CLG Representative Signature/Print Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Approved: History Colorado \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 11  
Series of 2014**

**A RESOLUTION ADOPTING A CREDIT CARD USE POLICY FOR EMPLOYEES & ELECTED OFFICIALS  
WHO USE THE CITY CREDIT CARDS**

**WHEREAS**, City Council recognizes its role as fiduciary of taxpayers' dollars; and

**WHEREAS**, The City of Leadville wishes to use credit cards for the purchase of goods and services for the official business of the City; and

**WHEREAS**, City Council recognizes the need for safeguarding the city's credit cards; and

**WHEREAS**, City Council recognizes the need for certain city employees and elected officials to use the city credit card;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE,  
COLORADO as follows:**

- Section 1. The City of Leadville, Colorado hereby adopts the attached credit card use policy.
- Section 2. This Resolution shall become effective upon its adoption by the City Council.
- Section 3. This Resolution may be amended, altered or repealed at any regular or special meeting of the City Council.
- Section 4. Any and all previous Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such resolution or part thereof shall not revive any other section or part of any resolution heretofore repealed or superseded.

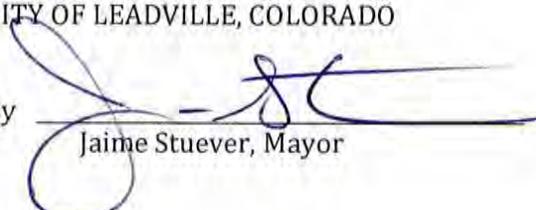
**ADOPTED this 28<sup>th</sup> day of April, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, and 1 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
Jaime Stuever, Mayor

City of Leadville  
City Credit Card Use Policy

The City Council, by adoption of Resolution 11, Series 2014, established this Credit Card Use Policy permitting the use of City-issued credit cards by authorized City personnel.

The City maintains credit cards to facilitate certain minor purchases such as, internet purchases requiring credit card payments, authorized out-of-town travel costs, emergencies, and for wildfire deployments. Credit cards are an alternative to normal purchasing procedures and should be used only in warranted circumstances.

Internal Control Procedures:

- The Finance Director is responsible for the City credit card issuance, accounting, monitoring, retrieval, and for general oversight of compliance with this credit card use policy.
- Credit cards will be issued to the Mayor and the Finance Director. A credit card will be available to department heads on a checkout basis from the Finance Director, to be returned with applicable receipt(s) and documentation within a reasonable period of time as agreed upon by the user and the Finance Director. A reasonable period of time normally is within two business days of the use of the credit card.
- The combined authorized credit limit of all credit cards issued to the City of Leadville shall not exceed \$15,000. This limit will be reviewed periodically to determine its adequacy, and may be adjusted higher or lower as determined by City Council.
- Individual purchases shall not exceed \$500 unless authorized by the Finance Director or Mayor and in the Mayor's absence the Mayor Pro Tem.
- Cash advances on City credit cards are strictly prohibited.
- Charges on City credit cards for personal use are strictly prohibited.
- Charges on City credit cards for alcohol, tobacco, and licit drugs are strictly prohibited.
- Authorized users are the Mayor, Department Heads, and designated employees.

Authorized Users' Responsibilities:

- City credit cards may be used only for the purchase of goods or services for the official business of the City of Leadville.
- The department head or designated employee to whom the credit card is provided is responsible for its protection and custody, and shall immediately notify the Finance Director or Administrative Manager if the card is lost or stolen.
- Credit card charges are not permitted unless the card has been checked-out and is in possession of the designated employee at the time of the purchase.
- The department head or designated employee using the credit card must submit receipts and/or documentation detailing the goods or services purchased, cost, and date

of purchase. Receipts and/or documentation will be attached to the accounts payable authorization form as it may be revised from time to time.

- Receipts and documentation must be submitted at the same time the credit card is returned to the Finance Director. Failure to provide receipts and/or appropriate documentation for credit card transactions will be assumed to be an undocumented charge that will be borne by the credit card user. The user will reimburse the City for any unsupported credit card charge; either by personal check or by payroll deduction.
- Firefighters deployed on wildfires will be given the City's credit card that is used exclusively for wildfire deployment purposes. Under no circumstances will the wildfire credit card be used for other than wildfire deployments. The wildfire credit card will be held and secured by the Fire Chief when not used during deployments. Upon return from deployment, firefighters will return the credit card and all required receipts and documentation to the Fire Chief, who is responsible for ensuring receipts and documentation is provided to the Finance Director no later than five business days upon return from their deployment. Any credit card charges without receipts and/or documentation will be assumed by the credit card user, as stated in the preceding paragraph.
- City credit card users must notify vendors or merchants that the credit card transaction is exempt from Colorado Sales and Use Tax as directed by the Finance Director for the purchase of goods or services in the State of Colorado. A copy of this form is available from the Finance Director. Continued, unexplained charges for Colorado sales taxes will be reimbursed to the City by the employee; either by personal check or by payroll deduction.

The first time a department head or a designated employee uses the municipal credit card, he/she must sign a copy of the attached Credit Card User Agreement, indicating they have read and understand the City Credit Card Use Policy.

Unauthorized, undocumented, untimely, and improper sales tax charges may be subject to collection from the responsible employee, as stated above.

Any employee found guilty of illegal or unauthorized use of a municipal credit card may be subject to penalties allowed by law and/or disciplinary action under the City's Personnel Policy.

City of Leadville  
Credit Card User Agreement

Requirements for use of a Municipal Credit Card:

The credit card is to be used only to make purchases for the legitimate business of the City of Leadville.

The credit card must be used in accordance with the provisions of the Credit Card Use Policy, as attached hereto.

Violations of the Policy may result in revocation of credit card privileges. Employees found to have inappropriately used the credit card will be required to reimburse the City of Leadville for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken under the provisions of the City's Personnel Policy, up to and including termination.

I have read and understand the City of Leadville Credit Card Use Policy and agree to adhere to said Policy.

---

Signature

Date

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 12  
Series of 2014**

**A RESOLUTION AUTHORIZING BILLS TO BE PAID PRIOR TO CITY COUNCIL APPROVAL**

**WHEREAS**, the City Council recognizes its role as fiduciary of taxpayers' dollars; and

**WHEREAS**, the City Council wants to ensure that bills are promptly paid in a timely manner without incurring financial charges; and

**WHEREAS**, the City Council of the City of Leadville desires to streamline the approval process by authorizing payment of bills prior to regular City Council meetings; and

**WHEREAS**, City Council wants to see a check register of all bills that have been paid at each regular City Council meeting detailing the goods or services purchased, cost, vendor, and date of check; and

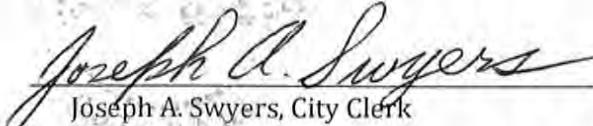
**WHEREAS**, it is allowable by law to pay bills prior to City Council approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE,  
COLORADO as follows:**

- Section 1. The Finance Director will provide to the City Council at each regular scheduled meeting, a check register report of all bills that have been paid subsequent from the last regular City Council meeting for its approval.
- Section 2. The Finance Director is authorized to pay bills from suppliers of goods or services prior to City Council approval.
- Section 3. This Resolution shall become effective upon its adoption by the City Council.
- Section 4. This Resolution may be amended, altered or repealed at any regular or special meeting of the City Council.
- Section 5. Any and all previous Resolutions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such resolution or part thereof shall not revive any other section or part of any resolution heretofore repealed or superseded.

**ADOPTED this 28<sup>th</sup> day of April, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, and 1 absent.**

ATTEST:

  
  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 13  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO ESTABLISHING PROCEDURES  
FOR DESIGNATING AUTHORIZED VOLUNTEERS FOR THE CITY.**

WHEREAS, the City Council recognizes that volunteers are a valuable community resource and that the services of volunteers may be beneficial to the City; and

WHEREAS, the City Council desires to establish a procedure for designating authorized volunteers in order to clarify the legal and insurance protections available to City volunteers other than the volunteer firefighters serving pursuant to Section 2.28.070 of the Leadville Municipal Code and reserve police officers; and

WHEREAS, pursuant to C.R.S. § 31-4-102(2), the Mayor is the chief executive officer of the City and is authorized to oversee City volunteers within that capacity; and

WHEREAS, individuals who provide volunteer service for municipalities will be considered volunteers for the time so spent and not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act, but may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers; and

WHEREAS, the City Council desires to authorize the Mayor to appoint volunteers, subject to the procedures established in this Resolution as well as all applicable City safety and personnel policies.

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

Section 1. Position Description and Supervision. The Administrative Services Manager shall maintain a written list of all persons who are authorized to serve as City volunteers ("Volunteer List"), and shall also maintain a written description of the responsibilities and functions that each volunteer position shall be authorized to perform for the benefit of the City. Each authorized volunteer shall be under the supervision and control of the City Department Head as set forth in the related position description at all times while acting for the benefit of the City.

Section 2. Authorized Volunteers. Each person on the Volunteer List shall be considered an "authorized volunteer" of the City within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* (the "Act"), at all times while performing the volunteer's authorized functions, and shall be subject to the provisions of the Act for the volunteer's acts or omissions that occur during the performance of and within the scope of authorized functions; provided, however, that authorized volunteers shall not be subject to the provisions of the Act for any willful and/or wanton acts or omissions or for such actions taken outside of the scope of his or her authorized functions.

Section 3. Insurance Coverage. With the exception of volunteer firefighters and reserve police officers, authorized volunteers shall not receive any compensation or remuneration from the City for the performance of authorized functions. Consequently, authorized volunteers shall not be considered an "employee" within the meaning of the Colorado Worker's Compensation Act, C.R.S. §§ 8-40-101 *et seq.*; provided, however, that volunteer firefighters and reserve police officers shall be covered under the City's workers' compensation policy as required by law. Each authorized volunteer shall also be considered an "assured" within the meaning of the City's liability insurance policies to the extent provided in such policies. The City shall provide each authorized volunteer except volunteer firefighters and reserve police officers with volunteer accident medical coverage through the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") and the City shall pay the annual premium for such coverage.

Section 4. Incidental Expenses. All authorized volunteers shall serve in that capacity at the pleasure of the Mayor, and the City Council hereby authorizes the Mayor to reimburse authorized volunteers, on behalf of the City, for reasonable and nominal expenses incurred incidental or related to providing volunteer services, so long as such reimbursements are not tied to volunteer productivity.

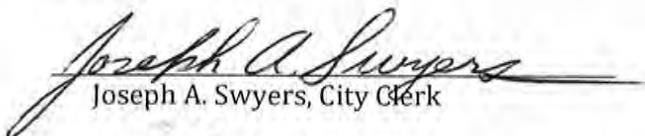
Section 5. Requirements for Appointment to City Volunteer Position. Prior to appointing a person to an authorized volunteer position for the City, the Mayor shall confirm the formation of the position description referenced in Section 1 of this Resolution. The Administrative Services Manager or appropriate Department Head shall ensure that the person proposed for a position has (1) authorized and passed a suitable background check; (2) executed a notarized waiver of liability and indemnification in favor of the City; and (3) been provided copies of all applicable City safety and personnel policies. No volunteer shall provide volunteer services for the City until covered by voluntary accident medical coverage through CIRSA, as confirmed by the Administrative Services Manager or applicable Department Head.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

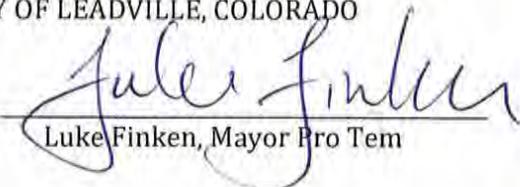
Section 7. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

**ADOPTED this 6<sup>th</sup> day of May, 2014 by a vote of 4 in favor, 0 against, 0 abstaining, and 3 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Luke Finken, Mayor Pro Tem



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 14  
SERIES OF 2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE  
APPOINTING A DEPUTY CITY PLANNING OFFICIAL**

WHEREAS, the City Council of the City of Leadville is authorized under 2.44.020 of the Leadville Municipal Code to create positions and to authorize filling such positions as it deems necessary to the proper operation of City government; and

WHEREAS, to fulfill certain duties and responsibilities of the City Planning Official at times when the City Planning Official is absent or unavailable, the City Council finds it necessary to appoint a Deputy City Planning Official related to assist with signing, attesting, and receiving certain Planning and Zoning City documents, recording and filing of City permit applications, and recording of Planning and Zoning Commission minutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LEADVILLE, COLORADO, THAT:

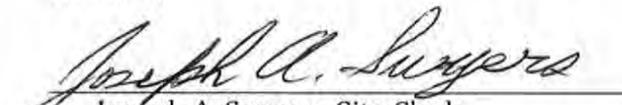
Section 1. The City Council hereby appoints Stephen Hodges as the Deputy City Planning Official to assist the City Planning Official with fulfilling his or her responsibilities and to serve as Acting City Planning Official in the absence or inability of the City Planning Official, as directed by the Mayor or City Council.

Section 2. The Deputy City Planning Official shall perform all duties under the supervision and direction of the Mayor and Planning Official.

Section 3. This Resolution shall be effective upon adoption.

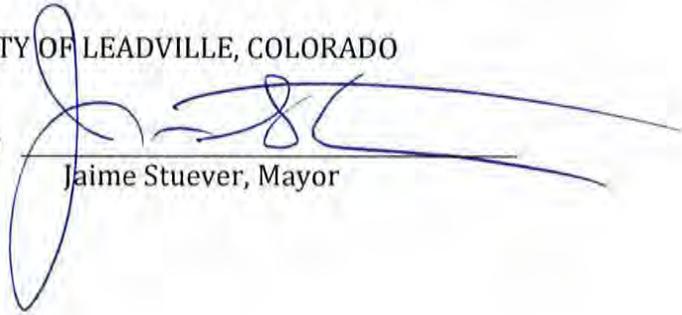
**ADOPTED this 3<sup>rd</sup> day of June, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 15  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO AUTHORIZING A  
ONE-TIME DISCRETIONARY PAYMENT TO CERTAIN STREETS DEPARTMENT  
EMPLOYEES FOR EXCEPTIONAL SERVICE DURING THE 2013-14 SNOW SEASON**

WHEREAS, the City of Leadville experienced an extraordinary amount of snowfall during the winter and spring of 2013-2014 ("2013-14 snow season"); and

WHEREAS, the Street Department, which is charged with plowing snow on public rights-of-way in the City, was understaffed during that time period due to vacancies in that department; and

WHEREAS, Ken Berger and Jim Schneider, exempt employees in the Street Department, performed snow plowing and other associated work that was beyond the scope of their regularly assigned duties to assist other Street Department employees with plowing snow on the public rights-of-way; and

WHEREAS, Mr. Berger and Mr. Schneider are not legally entitled to any additional compensation for their additional service; and

WHEREAS, the City Council desires to grant Mr. Berger and Schneider each a one-time, discretionary payment in recognition of their exceptional dedication and service to the City and its residents during the 2013-14 snow season.

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

Section 1. One-Time Payment to Certain Streets Department Employees. The City Council hereby approves one-time, discretionary payments to Ken Berger in the amount of four thousand, three hundred dollars (\$4,300.00), and to Jim Schneider in the amount of four thousand, one hundred dollars (\$4,100.00), and further authorizes and directs the City Treasurer to issue such payments to those employees by June 13<sup>th</sup>, 2014. Each payment shall be reduced by all applicable payroll tax deductions, all other lawfully required deductions, and by such other deductions as each employee shall direct. Further, these payments shall not constitute an adjustment in the annual salary level of either employee, nor do they constitute any promise, contract, or agreement upon which either employee or any other employee can rely or base an expectation of future compensation.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

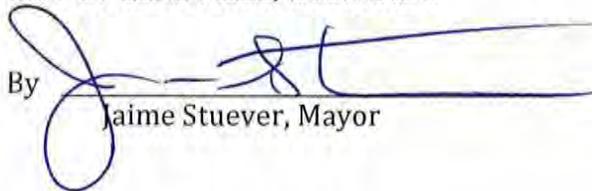
**ADOPTED this 3<sup>rd</sup> day of June, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 16  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO ADOPTING HISTORIC  
PRESERVATION DESIGN GUIDELINES FOR THE NATIONAL HISTORIC LANDMARK  
DISTRICT OF HARRISON AVENUE**

**WHEREAS**, the City of Leadville, Colorado is authorized pursuant to Title 29, Article 20 of the Colorado Revised Statutes to regulate land uses and preserve areas of historical and archaeological importance; and

**WHEREAS**, the City of Leadville City Council previously adopted a National Historic Landmark Overlay District (“NHL District”) to encourage the conservation, renovation, and the creative and economically viable reuse of certain structures and areas within the area of the City designated by the National Park Service of the U.S. Department of the Interior as a National Historic Landmark district; and

**WHEREAS**, the City Council, through the enactment of Ordinance No., 1, Series 2013, established a Historic Preservation Commission which is intended to carry out the goals and purposes of the NHL District and to preserve and enhance the City’s historic, cultural, architectural and related attractions for residents and visitors alike; and

**WHEREAS**, the Historic Preservation Commission has studied, considered and recommended for approval design guidelines for the NHL District to provide assistance and guidance to property owners, architects, building inspectors, City officials and citizens interested in preservation of the City’s unique historic character; and

**WHEREAS**, the City Council desires to adopt the design guidelines recommended for approval by the Leadville Historic Preservation Commission as more fully described in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

**Section 1.** The foregoing recitals are adopted herein as findings of the City Council.

**Section 2.** The City Council hereby adopts the attached document titled “Design Guidelines National Historic Landmark District of Harrison Avenue, Leadville, Colorado, June 1, 2014” and authorizes the appropriate City staff to post such Design Guidelines on the City’s website and make available copies for public inspection at Leadville City Hall, 800 Harrison Avenue, Leadville, Colorado.

**Section 3.** This Resolution and the Design Guidelines adopted hereby shall be effective upon adoption by City Council.

**ADOPTED this 3<sup>rd</sup> day of June, 2014 by a vote of \_ in favor, \_ against, \_ abstaining, and \_ absent.**

CITY OF LEADVILLE, COLORADO

ATTEST:

By \_\_\_\_\_  
Jaime Stuever, Mayor

\_\_\_\_\_  
Joseph A. Swyers, City Clerk

**EXHIBIT A  
DESIGN GUIDELINES  
NATIONAL HISTORIC LANDMARK DISTRICT OF HARRISON AVENUE  
LEADVILLE, COLORADO  
JUNE 1, 2014**

**NOT ADOPTED**

CITY OF LEADVILLE, COLORADO  
RESOLUTION 17  
Series of 2014

**A RESOLUTION ADOPTING A STATEMENT OF POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS.**

WHEREAS, Tabor Grand LLLP, has made application for Community Development Block Grant (CDBG) Funds from the State of Colorado; and

WHEREAS, in accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act requires certain statement of assurances and certifications.

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

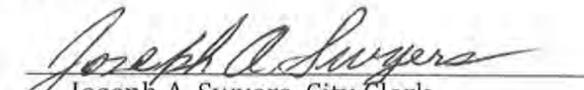
Section 1. that pursuant to Tabor Grand LLLP being granted CDBG funds by the State; the City of Leadville, by administrative act, does adopt a statement of policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

**ADOPTED this 17<sup>th</sup> day of June, 2014 by a vote of 6 in favor, 1 against, 0 abstaining, 0 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
Jaime Stuever, Mayor



CITY OF LEADVILLE, COLORADO  
RESOLUTION 18  
Series of 2014

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO, SUPPORTING APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS - MAIN STREET PROGRAM - TO BECOME A CANDIDATE COMMUNITY IN THE MAIN STREET PROGRAM.**

WHEREAS, the National Trust for Historic Preservation launched the Main Street Program in 1977 and since that time the Main Street approach has been used in 44 states and more than 2,000 communities; and

WHEREAS, the City of Leadville, Colorado hosted a Downtown Assessment in April, 2014, and that Downtown Assessment recommended the City of Leadville consider becoming a Main Street Community; and

WHEREAS, the City of Leadville embraces the four established principles of the Colorado Main Street Program, which are organization of partnerships and assets, creation of a positive community image, establishment of an inviting downtown corridor, and diversification of the City's economic base; and

WHEREAS, the City of Leadville feels very strongly that it should become a Main Street Community and will commit to the revitalization of our downtown district through the context of historic preservation, community self-reliance, local ownership, and a sense of community.

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

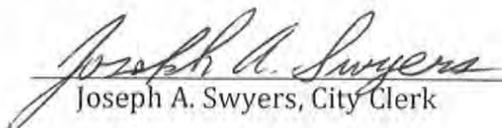
Section 1. The City Council of the City of Leadville supports the application to the Department of Local Affairs Main Street Program for the purpose of becoming a Candidate Community and will commit to the revitalization of the Leadville National Historic District through the principles of the Colorado Main Street Program.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

**ADOPTED this 17<sup>th</sup> day of June, 2014 by a vote of 5 in favor, 2 against, 0 abstaining, 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor



CITY OF LEADVILLE, COLORADO  
RESOLUTION 19  
Series of 2014

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT FOR MOTOR VEHICLE REPAIRS BY AND BETWEEN LAKE DILLON FIRE PROTECTION DISTRICT AND THE CITY OF LEADVILLE**

WHEREAS, the City of Leadville, by and through the Leadville Lake County Fire Rescue, has need of motor vehicle maintenance and repair services on its vehicles and wishes to engage the services of Lake Dillon Fire Protection District; and

WHEREAS, Lake Dillon has vehicle repair facilities located at the Lake Dillon Fire Protection District Station #11, located at 22393 U.S. Highway #6, Keystone, Colorado ("Service Facility"), and is willing and able to provide motor vehicle maintenance and repair services to the City of Leadville.

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

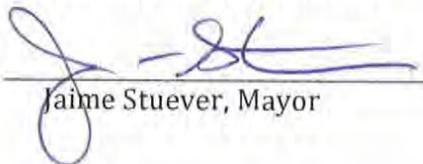
Section 1. The City of Leadville City Council adopts the attached Intergovernmental Agreement for Motor Vehicle Repairs made by and between Lake Dillon Fire Protection District and the City of Leadville.

**ADOPTED this 17<sup>th</sup> day of June, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 20  
Series of 2014**

**A RESOLUTION OF THE CITY COUNCIL  
AMENDING ITS RULES AND PROCEDURES**

**WHEREAS**, the City Council of the City of Leadville has adopted Rules of Order and Procedure governing the conduct of meetings and other Council matters; and

**WHEREAS**, the City Council wishes to amend said Rules of Order and Procedure regarding the order of business and when the first regular City Council meeting in November is held.

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

Section 1. Council Rules and Procedures is hereby repealed and replaced with the attached full version:

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

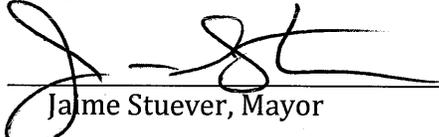
Section 3. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

**ADOPTED this 15th day of July, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor





# CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO

## STATEMENT OF INTENT

It shall be the intent of the City Council in enacting Rules of Order and Procedure ("Rules") to utilize said Rules to provide guidance and direction to members of the City Council, citizens, and staff, regarding the conduct of City Council business. Through the Rules of Order and Procedure, the members of the City Council intend to conduct their affairs and those of the City of Leadville in a manner which respects each City Councilmember's opinions and contributions, and recognizes the value of the diversity of the individual City Councilmembers and their opinions.

## COUNCIL RULES OF ORDER AND PROCEDURE

### §1 AUTHORITY

- 1.1. Pursuant to § 31-4-101 C.R.S., the corporate and municipal authority of the City is vested in the City Council of the City of Leadville. Toward that end, the Council has determined that the following Rules will enhance the conduct of City Council business. The following set of rules shall be in effect upon their adoption by the Council until such time as they are amended or new rules adopted in the manner provided by these rules.

### §2 GENERAL RULES

- 2.1. Meetings to be Public: All official meetings of the Council shall be open to the public.
- 2.2. Quorum: A majority of the members of Council in office at the time of the transaction of business shall constitute a Quorum.
- 2.3. Attendance: In the event that a Councilmember must be absent from a meeting, the member shall notify the City Clerk, and the City Clerk will duly notify City Council at the beginning of the meeting why such Councilmember is absent.  
Remote attendance by electronic means is permitted at all meetings except for quasi-judicial meetings and public hearings where such attendance will be restricted to forming a quorum to call such a meeting to order and only participation in a discussion and vote to continue a hearing to a later date and time.
- 2.4. Right of Floor: Each member requesting to speak on an agenda item must first be recognized by the presiding officer, shall confine himself to the question under discussion, avoid personalities, and refrain from impugning the motives of any other member's argument or vote.
- 2.5. Discussion: There will be unlimited discussion of any item by council prior to a vote on that item.
- 2.6. Public Comments: There will be a request from the chair for comments from department heads and the public unless such comments are precluded by other rules or regulations.

### §3 TYPES OF MEETINGS

- 3.1. Regular Meeting: The Council meets in City Hall for Regular, Study or Work Session, Adjourned, and Special Meetings, unless otherwise specified. Council meetings are to be held on the first and third Tuesdays of each month, except for the first meeting of November which shall be held on the Wednesday after the first Tuesday and first meeting of March which shall be held on the Wednesday after the first Tuesday, at regularly specified times as posted in accordance with the Colorado Open Meetings Law; unless otherwise specified. Work sessions or study sessions may occur upon request of the Mayor, or any two Councilmembers, and shall be posted in accordance with the Colorado Open Meetings Law. When a City observed holiday falls on a meeting night, the meeting shall be canceled or rescheduled by motion at least two weeks in advance of the holiday. Work sessions or study sessions shall be for the purpose of discussion of concepts and ideas, and no business shall be conducted. Consensus votes during a work session or study session are nonbinding; and until the issue is disposed of at a regular, adjourned, or

special meeting, may be amended or reconsidered in that or any future work session or study session.

- 3.2. Special Meetings and Emergency Special Meetings: Pursuant to § 31-4-101, C.R.S., the Mayor and any 3 members of Council may call special meetings by notice to each of the members of City Council personally served or left at his/her place of residence. No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting. Any business which may lawfully come before a regular meeting may be transacted at a special meeting even if not noticed if all members of the Council present consent thereto and all the members absent file their written consent.
- 3.3. Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.
- 3.4. Executive Sessions: Colorado Revised Statutes (§ 24-6-402(4)) requires that an affirmative vote by two-thirds of a quorum present may call an executive session at either a regular or special meeting. This provision of the Colorado Open Meetings Law means that executive sessions cannot be held at work sessions or study sessions of the City Council unless the executive session was previously called at a regular or special meeting. No formal action can occur at an executive session that is not open to the public. Only the following matters may be discussed at an executive session:
  - a. the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest;
  - b. conferences with the Council's attorney for the purpose of receiving legal advice on specific legal questions;
  - c. matters required to be kept confidential by federal or state law;
  - d. details of security arrangements or investigations;
  - e. determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation, and instructing negotiators;
  - f. personnel matters, unless the employee requests an open meeting; and
  - g. consideration of documents protected by the Open Records Act.

No formal action by the city council, board, commission, or committee is valid unless there is compliance with the meeting and notice requirements of the Act.

- 3.5. Attendance at Meetings of Other Organizations and Social Gatherings: Any number of Councilmembers and the Mayor may attend meetings of other groups or organizations without prior notice, provided, however, that any such meeting, if attended by three or more members of the Council, is open to the public pursuant to §24-6-401, et seq., C.R.S. The purpose of this Rule is to permit the City to be represented by its elected officials at meetings of other groups or organizations, including, without limitation, intergovernmental organizations, neighborhood organizations, business and service organizations, and other organizations or groups with whom the City has a relationship. Meetings of election or social committees or groups, or chance meetings or social gatherings at which discussion of public business is not the central purpose shall not be subject to any of the requirements contained in this Rule 3.

#### **§4 PRESIDING OFFICER AND DUTIES**

- 4.1. Presiding Officer: The Mayor, if present, shall preside over meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both Mayor and Mayor Pro Tem, the councilmembers present shall, as the first order of business, elect from among themselves a presiding officer for that meeting only.
- 4.2. Mayor Pro Tem: The Mayor Pro Tem shall be elected by a majority vote of the entire Council following nomination, at the first regularly scheduled business meeting of Council. Terms may be for one or two year duration at the discretion of Council.

- 4.3. Preservation of Order: The Presiding Officer shall preserve order and decorum, prevent personalities or the impugning of members' motive, confine members in debate to the question under discussion and is responsible for conducting Council meetings in an orderly and democratic manner, and assuring that minority opinion may be expressed and that the majority be allowed to rule.
- 4.4. Points of Order: The Presiding Officer shall determine all points of order, subject to the right of any members to appeal to the Council.
- 2.7. Parliamentarian:
  - A. The Mayor or acting mayor shall function as the council Parliamentarian.
  - B. The Parliamentarian shall advise the members of the Council on Parliamentary rules.
  - C. The city clerk and administrative staff shall monitor parliamentary actions and advise the parliamentarian of appropriate procedures.

**§5 ORDER OF BUSINESS AND AGENDA**

- 5.1. Order of Business: The general rule as to the order of business in regular meetings of the Council is stated thus:
  - A. Call to Order.
  - B. Pledge of Allegiance.
  - C. Roll Call.
  - D. Public Comments about items not on the agenda.
  - E. Agenda Revisions.
  - F. Minutes.
  - G. Unfinished Business.
  - H. New Business.
  - I. Department Reports.
  - J. Treasurer's Reports.
  - K. Mayor's Report.
  - L. Council Reports.
  - M. Public Comments about items not on the agenda.
  - N. Executive Session.
  - O. Adjournment.
- 5.2. Agenda: The City Clerk shall prepare the Agenda delineating the order of business of each meeting. For good cause shown, and by majority vote of the City Council during any city council meeting, the order of business for that meeting may be changed.
- 2.8. Requests to be on the agenda:
  - A. Requests to be on the agenda shall include the specific action requested of council.
  - B. People requesting to be on the agenda shall do so one week in advance and, by Thursday before the meeting, shall provide to the city clerk materials they want distributed to council. Requests which require information or research by department heads shall be submitted to the city clerk by Monday of the previous week.
  - C. Substantial materials distributed to council the day of the meeting will result in the agenda item being postponed to the next regular meeting. Substantial materials distributed to council after briefing packets are prepared on Friday before the meeting may result in the agenda item being postponed to the next regular meeting.
  - D. Requests shall include an estimate of the time needed any copies to be made by the city, any audio visual equipment, and other special accommodations.
  - E. Agenda items for regular meetings will be limited to specific issues upon which council is asked to take action such as changes to policies, procedures, or the municipal code.
  - F. Presentation of general information for unspecified action may be referred to council work sessions or to the appropriate advisory commission such as planning & zoning or historic preservation.

G. Last minute agenda requests, defined as any request after Friday before the meeting, must be submitted directly to the mayor or mayor pro tem for their approval.

H. Order of agenda items:

- 1) Agenda items where people from out of town are presenting to council
- 2) Public hearings for ordinances, licenses or permits
- 3) Other agenda items where participation by members of the public is expected.
- 4) Agenda items by councilmembers where the public may be primarily an audience.
- 5) Agenda items where a member of the public gives a presentation or report to council which does not request any specific action by city council at that time.

5.3. Introduction of Agenda Items: The proponents of any agenda item are limited to a ten-minute presentation regarding the agenda item. A period for questions and answers from councilmembers, staff or public will be at the end of the presentation. Responses to questions by council are not included in the ten-minute limit.

5.4. Public Input: All speakers must sign up on the appropriate roster. Those speakers addressing a particular agenda item should indicate the agenda item and whether they intend to speak in favor or in opposition to the agenda item. All speakers will be requested to use the microphone.

## **§6 ORDINANCES, RESOLUTIONS AND MOTIONS**

6.1. Resolutions and Motions: Resolutions and Motions may be adopted at the meeting at which they are introduced and require a majority of the council members present and voting to pass.

All InterGovernmental Agreements (IGAs), contracts, and agreements where the city commits money or resources shall be approved by adopting a resolution therefore.

6.2. Ordinances: Pursuant to § 31-16-101 et seq., C.R.S. ordinances require a first reading, publication, second reading, and publication by title prior to adoption. Council adopts the following procedures to fulfill those requirements.

a. Introduction: A subject that requires the adoption of an ordinance may be introduced by a council member, staff or the public. Discussion of the subject, to include public comment, will follow the introduction. Council will then vote on whether to have an ordinance drafted regarding the subject and schedule the subject for first reading.

b. First Reading: Once an ordinance is drafted Council will hear the ordinance on first reading. Ordinances shall be read in full or by title only where copies are available to the Council and those in attendance on first reading. An ordinance may be amended at first reading to conform with the intent of council when the decision was made to have the ordinance drafted. Public comment on the proposed ordinance shall be reserved for the public hearing on second reading. It is the intent of council that any ordinance drafted at the direction of council should be passed at first reading so as to allow public input at the public hearing on second reading.

c. Second Reading: After proper publication, ordinances are read by title only on second reading and are then opened to public hearing. All speakers must sign up on the appropriate roster, indicating whether they intend to speak in favor of or in opposition to the proposed ordinance. The order of presentation of each such item shall be: 1) staff; 2) supporters' statements of position; 3) opponents' statements of position; 4) clarification of issues to council by applicant, citizens and staff. The public testimony portion is then closed and motion is then in order. Time limitations may be imposed upon all speakers.

d. Third and Final Reading: After proper publication of major changes made at second reading, ordinances are read by title only on third reading and are then opened to public hearing. All speakers must sign up on the appropriate roster, indicating whether they intend to speak in favor of or in opposition.

6.3. Right to Vote: The right to vote shall be limited to the members of Council, and the Mayor. A Council member who has been absent from a public hearing may vote on that

issue providing such Council member has listened to the recordings of that hearing and makes a public disclosure of this fact prior to voting. The mayor shall be the presiding officer of the city council and shall have the same voting powers as any member of said council. The mayor shall be considered a member of the governing body and the city council. (C.R.S. 31-4-102(3))

- 6.4. **Reconsideration:** A motion to reconsider can only be made by a Council member voting with the prevailing side. Such motion shall be made only at that or the next business meeting of the Council. If not reconsidered at that time, the issue cannot be placed back on the Agenda for six months. A motion to reconsider shall require an affirmative vote of a majority of the entire Council.

## **§7 BOARDS, COMMISSIONS, AND COMMITTEES**

- 7.1. **Creation of:** Only the City Council may create boards, commissions, special or select committees to assist in the conduct of the operation of the City Government with such duties as may be specified not inconsistent with the Leadville Municipal Code and applicable statutes.
- 7.2. **Notice of Meetings:** It shall be the duty of the chairman of boards, commissions and committees to give advance notice of irregularly scheduled meetings or any change in the regular meeting schedule by publication and by posting of notice in City Hall.

## **§8 CITIZEN'S RIGHTS**

- 8.1. **Public Comment:** Any person may speak for a maximum of three minutes on any item other than Agenda items. Speakers must sign the Public Comment roster. There shall be no restriction on the number of citizens who wish to speak under Public Comment.
- 8.2. **Public's Right to Speak on Agenda Items:** Any person desiring to speak on an Agenda item must sign the appropriate Roster in Council Chambers and confine their remarks to the relevant item. Each speaker may speak for a maximum of three minutes on any Agenda Item.
- 8.3. **Written Communications:** All written communications must be signed.
- 8.4. **Manner of Addressing Council:** All remarks shall be addressed to the Council as a body, and not to any member thereof. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of Council. Members of the audience are asked to maintain a decorous attitude and not make audible responses. Citizens shall address City Council at the podium and shall identify themselves by name and address.

## **§9 SUSPENSION AND AMENDMENT OF THESE RULES**

- 9.1. **Suspension of These Rules:** Any provision of these rules not governed by State statute or City ordinance may be temporarily suspended by a majority vote of those Council members.
- 9.2. **Amendment of These Rules:** These rules may be amended, or new rules adopted, by a majority vote of all members of Council, provided that the proposed amendments or new rules shall have been submitted in writing at the preceding meeting.

## **§10 ROBERT RULES OF ORDER**

- 10.1. The most current edition of Robert Rules of Order as revised or amended are hereby adopted and incorporated herein by reference. Council Rules of Order and Procedure take precedence over Robert's Rules of Order.

## **§11 MISCELLANEOUS**

- 11.1. **Tie Vote:** In case of a tie in votes on any proposal, the proposal shall be considered lost.
- 11.2. **Addressing Council:** Persons other than members of Council and City officers, shall not be permitted to address Council except upon introduction by the Presiding Officer or by the chairman of the appropriate Council committee.



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 21  
Series of 2014**

**A RESOLUTION ADOPTING FEES FOR PROCESSING LIQUOR LICENSE APPLICATIONS**

**WHEREAS**, the Leadville City Council adopted Ordinance No. 20, Series of 2013 amending Section 5.08.020 of the Municipal Code to authorize the adoption of liquor license application fees by resolution; and

**WHEREAS**, the Leadville City Council hereby determines that the fees established by this Resolution are reasonable and are below or directly proportional to the actual and necessary expenses incurred by the City in processing the specified liquor license applications.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

Section 1. The City Council hereby adopts the application fees for processing liquor license applications as set forth in the attached Exhibit A.

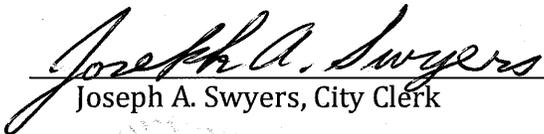
Section 2. The applicable fee(s) shall be paid in full to the City of Leadville at the time the application is submitted.

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

Section 4. This Resolution shall be effective upon adoption.

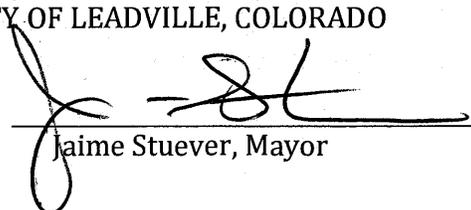
**ADOPTED this 15th day of July, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor



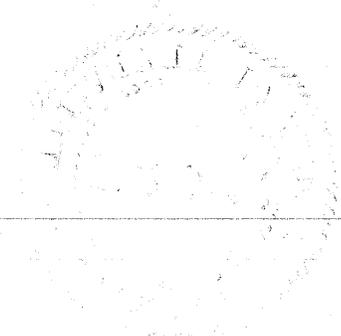
**EXHIBIT A**  
**LIQUOR LICENSE AND PERMIT FEE SCHEDULE**

<b>Application and License Fees</b>	<b>Local Fee</b>
Application fee for new license plus retail license fee .....	\$250.00
Application fee for new License with concurrent review plus retail license fee .....	\$250.00
Application fee for transfer of ownership to new owners plus retail license fee .....	\$250.00
Application fee for transfer of ownership and/or license type to same owners different entity plus retail license fee.....	\$150.00
Annual renewal application fee plus retail license fee.....	\$100.00
Late license renewal application fee plus retail license fee .....	\$100.00

<b>Permit Fees</b>	<b>Local Fee</b>
Temporary permit for a transferee of any retail class of alcohol beverage license .....	\$25.00
Special Event Permit (liquor or 3.2%) <i>new applicants</i> per event for up to 15 days/ year .....	\$100.00
Special Event Permit (liquor or 3.2%) <i>renewal applicant</i> per event for up to 15 days/year.....	\$20.00
Mini Bar Permit with Hotel/Restaurant license .....	\$25.00
Art Gallery application fee plus permit fee .....	\$50.00
Art Gallery renewal application fee plus permit fee .....	\$50.00
Bed & Breakfast Permit.....	\$25.00
Annual Tastings application plus permit for liquor licensed drugstore or liquor store (maximum of 104 days per year)..	\$100.00

<b>Entertainment District Fees</b>	<b>Local Fee</b>
Application fee for entertainment district promotional association .....	\$300.00
Annual renewal for entertainment district promotional association .....	\$100.00
Application fee for common consumption area of less than one acre, including alleys, but not including any streets .....	\$200.00
Application fee for common consumption area of one to two acres and/or including a side street .....	\$500.00
Application fee for common consumption area of more than three acres or including any of Harrison Avenue.....	\$1000.00
Application fee for a licensed premises to attach to a common consumption area .....	\$100.00

<b>Permit application and Report of Changes</b>	<b>Local Fee</b>
Hotel & Restaurant or Tavern Manager's Registration .....	\$50.00
Duplicate License .....	\$25.00
Change of Location .....	\$200.00
Change of Trade name / Corporate name.....	\$25.00
Modification of Premises .....	\$25.00
Expansion-add Optional Premises to existing Hotel and Restaurant .....	\$50.00
Add each related facility Permits to existing Resort Complex License .....	\$50.00
Corp/LLC Change (per person) for background investigation by local or state.....	\$100.00



**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 22**  
**Series of 2014**

**FPPA EMPLOYER ELECTION REGARDING FIRE DEPARTMENT MEMBER CONTRIBUTIONS TO  
THE STATEWIDE DEFINED BENEFIT PLAN**

**WHEREAS**, Section 31-31-408(1.5), C.R.S., as amended, authorizes the Board of Directors of the Fire and Police Pension Association ("the FPPA Board") to increase the member contribution rate for pension benefits for participating public safety officers with respect to the members of the Statewide Defined Benefit Plan ("the Plan"), as established pursuant to Section 31-31-402, C.R.S., upon the meeting of certain conditions; and

**WHEREAS**, pursuant to FPPA Resolution No. 2014-05, the FPPA Board has directed an election of the participating Employers in the plan be conducted with regard to an increase in the member contribution rate for the Plan by an additional 4% of base salary, to be implemented by an annual increase in the member contribution of ½% of base salary paid beginning in 2015. The member contribution rate shall be increased by an additional ½% of base salary paid in each of the 7 following years, through 2022, until the cumulative increase in the member contribution rate is 4% of base salary paid; and

**WHEREAS**, employees in the Leadville/Lake County Fire Rescue Department earn service credit towards retirement and are thereby members of the Plan administered by FPPA; and

**WHEREAS**, The City of Leadville is thereby eligible to vote in the Employer election concerning the membership contribution rate, being conducted at the direction of the FPPA Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

6 votes in FAVOR of increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

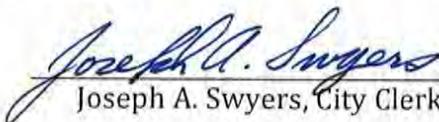
0 votes AGAINST increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

**Section 2.** The City Clerk of the City of Leadville is directed to file an original or a certified copy of this resolution with the Fire and Police Pension Association.

**Section 3.** This Resolution shall be effective upon adoption.

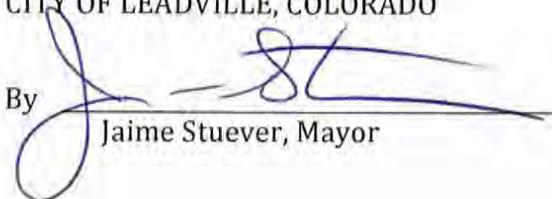
**ADOPTED this 5th day of August, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 23  
Series of 2014**

**FPPA EMPLOYER ELECTION REGARDING POLICE DEPARTMENT MEMBER CONTRIBUTIONS  
TO THE STATEWIDE DEFINED BENEFIT PLAN**

**WHEREAS**, Section 31-31-408(1.5), C.R.S., as amended, authorizes the Board of Directors of the Fire and Police Pension Association ("the FPPA Board") to increase the member contribution rate for pension benefits for participating public safety officers with respect to the members of the Statewide Defined Benefit Plan ("the Plan"), as established pursuant to Section 31-31-402, C.R.S., upon the meeting of certain conditions; and

**WHEREAS**, pursuant to FPPA Resolution No. 2014-05, the FPPA Board has directed an election of the participating Employers in the plan be conducted with regard to an increase in the member contribution rate for the Plan by an additional 4% of base salary, to be implemented by an annual increase in the member contribution of ½% of base salary paid beginning in 2015. The member contribution rate shall be increased by an additional ½% of base salary paid in each of the 7 following years, through 2022, until the cumulative increase in the member contribution rate is 4% of base salary paid; and

**WHEREAS**, employees in the Leadville Police Department earn service credit towards retirement and are thereby members of the Plan administered by FPPA; and

**WHEREAS**, The City of Leadville is thereby eligible to vote in the Employer election concerning the membership contribution rate, being conducted at the direction of the FPPA Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

6 votes in FAVOR of increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

0 votes AGAINST increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

**Section 2.** The City Clerk of the City of Leadville is directed to file an original or a certified copy of this resolution with the Fire and Police Pension Association.

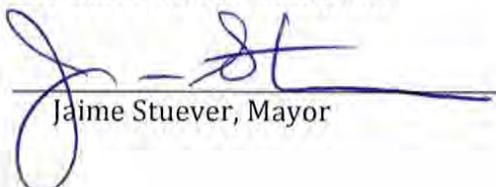
**Section 3.** This Resolution shall be effective upon adoption.

**ADOPTED this 5th day of August, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 24  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE RECOGNIZING COLORADO  
CITIES & TOWNS WEEK, OCTOBER 20-26, 2014 AND ENCOURAGING ALL  
CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES**

**WHEREAS**, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, Colorado Cities & Towns Week is a very important time to recognize the important role played by municipal government in our lives; and

**WHEREAS**, the Colorado Municipal League's member cities and towns have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, Colorado Cities & Towns Week offers an important opportunity to convey to all the citizens of Colorado that they can shape and influence government through their civic involvement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

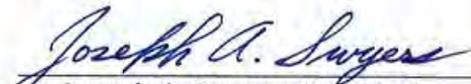
**Section 1.** That the City of Leadville encourages all citizens, municipal government elected officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**Section 2.** That the City of Leadville supports and encourages all municipal governments to actively participate in Colorado Cities & Towns Week.

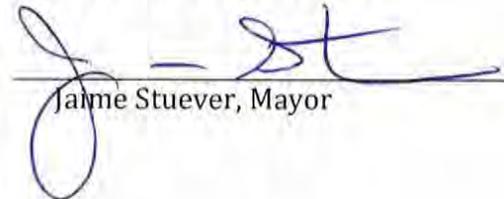
**Section 3.** This Resolution shall be effective upon adoption.

**ADOPTED this 5th day of August, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 25  
Series of 2014**

**A RESOLUTION DESIGNATING THE CITY ELECTION OFFICIAL AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CLERK AND RECORDER FOR PARTICIPATION IN THE 2014 COORDINATED ELECTION.**

**WHEREAS**, the City Clerk has election responsibilities defined in C.R.S. 31-10-10 et seq. and C.R.S. 31-10-501; and

**WHEREAS**, according to C.R.S. 1-7-116. Coordinated elections.

(1) If more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the county clerk and recorder shall be the coordinated election official and shall conduct the elections on behalf of all political subdivisions that are not utilizing the mail ballot procedure set forth in sections 1-7.5-101 to 1-7.5-112. As used in this subsection (1), "political subdivision" shall include the state, counties, municipalities, school districts, and special districts formed pursuant to title 32, C.R.S.

(2) The political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder for the county or counties in which the political subdivision is located concerning the conduct of the coordinated election. The agreement shall be signed no later than seventy days prior to the scheduled election. ; and

**WHEREAS**, the City and the County desire to enter into an intergovernmental agreement with the Lake County Clerk and Recorder for participation in the November 2014 coordinated election.

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

**Section 1.** The Leadville City Council designates Joseph Swyers, City Clerk, as the City's Election Official; and

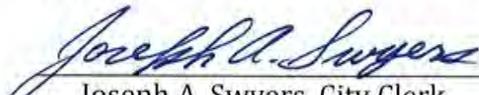
**Section 2.** The City of Leadville City Council approves the Intergovernmental Agreement by and between the Lake County Clerk and Recorder and the City of Leadville for participation in the November 2014 coordinated election.

**Section 3.** This Resolution shall be effective upon its adoption.

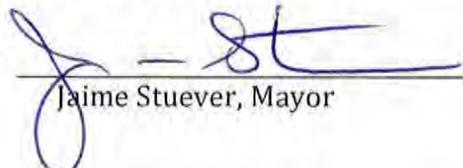
**ADOPTED this 5th day of August, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

CITY OF LEADVILLE, COLORADO

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 26  
Series of 2014**

**A RESOLUTION THE CITY OF LEADVILLE TO ENTER INTO A LEASE AGREEMENT  
WITH HIGH COUNTRY COPIERS AND XEROX FOR A WORKCENTER 7845.**

**WHEREAS**, the City Council, as the governing body of the City of Leadville (the "City" or "Lessee") has determined that a true and very real need exists for the acquisition of the Equipment defined and described in the Lease Agreement ; and

**WHEREAS**, the City Council has taken the necessary steps under applicable law to arrange for the acquisition and financing of such Equipment; and

**WHEREAS**, the City Council has reviewed the form of the Lease Agreement and has found the terms and conditions thereof acceptable; and

**WHEREAS**, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease Agreement, or the City Council has taken the steps necessary to comply with the same with respect to the Equipment to be acquired under the Lease Agreement.

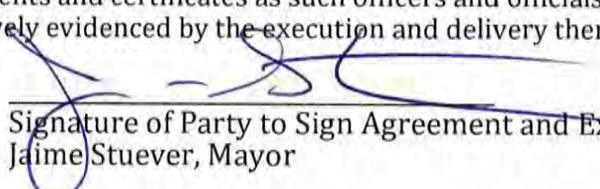
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

**Section 1.** The City Council of the City of Leadville makes the following findings and representations:

- (a) The complete and correct name of the Lessee is the City of Leadville, a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. This governmental entity does not do business under any other assumed business names.
- (b) Lessee maintains an office at 800 Harrison Ave. Leadville, CO 80461.
- (c) Lessee covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest portion of the rental payments coming due under the Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.
- (d) The acquisition of the Equipment, under the terms and conditions provided for in the Lease Agreement, including the grant of any security interest in such Equipment as required by such Lease Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Lessee's governmental and proprietary purposes and functions and are in the best interests of Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.
- (e) The meeting at which this resolution was considered and the City Council took action to adopt were properly noticed and conducted as open meetings in accordance with Colorado law.
- (f) There are no legal or governmental proceedings or litigation pending against the Lessee which might adversely affect the transactions contemplated in or the validity of the Lease/Purchase Agreement.

**Section 2.** The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the Equipment described therein.

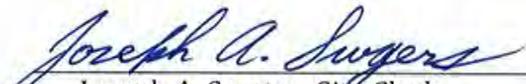
**Section 3.** The City Council, as governing body of Lessee, designates and confirms the Mayor has the authority to execute and deliver the Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Agreement in substantially the form attached hereto as Exhibit A and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease Agreement for and on behalf of the Lessee. The Mayor, in consultation with the City Attorney, may make such non-material changes to the Lease Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

  
\_\_\_\_\_  
Signature of Party to Sign Agreement and Exhibits  
Jaime Stuever, Mayor

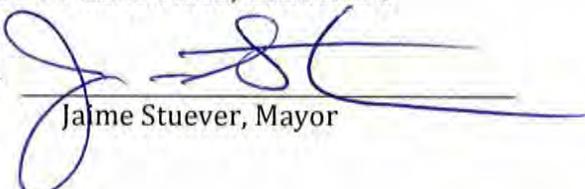
**Section 4.** This Resolution shall be effective upon adoption.

**ADOPTED this 5th day of August, 2014 by a vote of 6 in favor, 0 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor



CITY OF LEADVILLE, COLORADO  
RESOLUTION 27C  
Series of 2014

**A RESOLUTION REFERRING A BALLOT QUESTION TO THE VOTERS AT THE NOVEMBER 4, 2014,  
COORDINATED GENERAL ELECTION TO ELIMINATE TERM LIMITS FOR THE CITY CLERK.**

**WHEREAS**, the City of Leadville, Colorado, pursuant to Section 31-11-111(2), C.R.S., has the authority to approve and submit ballot questions to voters at regular and special municipal elections; and

**WHEREAS**, recognizing that the position of City Clerk does not involve public policy making, but requires specific skills, professional experience and qualifications, the City Council wishes to submit a ballot question concerning the office of City Clerk; and

**WHEREAS**, Article XVIII, Section 11 of the Colorado Constitution, which mandates term limitations for local elected officials, provides authority to the City to submit a ballot question to the voters seeking to lengthen, shorten, or eliminate such limitations on a term of office; and

**WHEREAS**, the voters of the City are fully authorized by Article XVIII, Section 11(2) of the Colorado Constitution to eliminate the limitations on terms of office for City elected officials; and

**WHEREAS**, the City Council desires to submit a proposal for approval by the voters of the City that the term limits imposed by Article XVIII, Section 11 of the Colorado Constitution be eliminated as to the position of City Clerk.

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

Section 1. The City Council hereby elects to conduct a regular election to be coordinated with the general election conducted by the Clerk and Recorder of Lake County, Colorado, on November 4, 2014.

Section 2. The City Council hereby approves the following ballot question to be submitted to the voters and to appear on the ballot for the coordinated election to be held on November 4, 2014:

**Shall the office of City Clerk of the City of Leadville, a position requiring long term professional development and training, be exempt from the term limitations imposed by Article XVIII, Section 11(2) of the Colorado Constitution?**

Yes \_\_\_\_\_

No \_\_\_\_\_

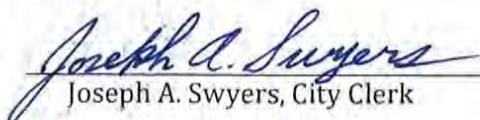
Section 3. The ballot question is intended to eliminate any term limitation(s) imposed by state constitution or state law, including specifically Article XVIII, Section 11(2) of the Colorado Constitution, so that any person elected or appointed due to vacancy to the office of City Clerk may continue to seek re-election for any number of consecutive terms, including the currently elected City Clerk.

Section 4. Setting Ballot Title and Content. For purposes of Section 31-11-111, C.R.S. and Section 1-11-203.5, C.R.S., this Resolution shall serve to set the title and content of the ballot question set forth herein and the ballot title for such question shall be the text of the question itself.

Section 5. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various provisions are severable.

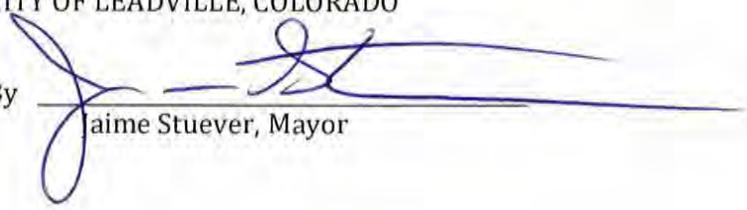
**ADOPTED this 2nd day of September, 2014 by a vote of 5 in favor, 1 against, 0 abstaining, 1 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By \_\_\_\_\_

  
Jaime Stuever, Mayor

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 28  
SERIES 2014**

**A RESOLUTION REFERRING A BALLOT QUESTION TO THE VOTERS AT THE NOVEMBER 4, 2014,  
COORDINATED GENERAL ELECTION TO DETERMINE WHETHER TO ADOPT AN ORDINANCE IN 2015  
TO REFER TO THE VOTERS IN 2015 QUESTIONS TO FORM A HOME RULE CHARTER COMMISSION  
AND ELECTION OF CHARTER COMMISSION MEMBERS.**

WHEREAS, Article XX, Section 6 of the Colorado Constitution states:

The people of each city or town of this state,... are hereby vested with, and they shall always have, power to make, amend, add to or replace the charter of said city or town, which shall be its organic law and extend to all its local and municipal matters. Such charter and the ordinances made pursuant thereto in such matters shall supersede within the territorial limits and other jurisdiction of said city or town any law of the state in conflict therewith; and

WHEREAS, Article XX, Section 9 of the Colorado Constitution states:

(1) Notwithstanding any provision in sections 4, 5, and 6 of this article to the contrary, the registered electors of each city and county, city, and town of the state are hereby vested with the power to adopt, amend, and repeal a home rule charter.; and

WHEREAS, following preliminary discussions, the City Council has concluded that the idea of adopting a home rule charter for the City of Leadville has merit and should be pursued; and

WHEREAS, Section 31-2-204(1)(b), C.R.S., provides that proceedings to initiate the adoption of a home rule charter may be commenced by the adoption of an ordinance by a City Council; and

WHEREAS, the City Council of the City of Leadville desires to determine if the voters of the City of Leadville approve of doing the work needed for an ordinance to refer to the voters in 2015 ballot two questions:

- 1) Shall there be formed a Home Rule Charter Commission for the City of Leadville, and;
- 2) If a Home rule Charter Commission is to be formed, which candidates shall be elected to the commission.

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

Section 1. The City Council hereby elects to conduct a regular election to be coordinated with the general election conducted by the Clerk and Recorder of Lake County, Colorado, on November 4, 2014.

Section 2. The City Council hereby approves the following ballot question to be submitted to the voters and to appear on the ballot for the coordinated election to be held on November 4, 2014:

**Shall the City Council of the City of Leadville do research and education to prepare a 2015 ordinance to refer to voters at the November 3, 2015 election questions to form a joint home rule charter commission for the City of Leadville and County of Lake, and to elect candidates to that commission to prepare a home rule charter to be referred to the voters at the November 8, 2016 election?**

Yes\_\_\_\_ No\_\_\_\_

Section 3. Setting Ballot Title and Content. For purposes of Section 31-11-111, C.R.S. and Section 1-11-203.5, C.R.S., this Resolution shall serve to set the title and content of the ballot question set forth herein and the ballot title for such questions shall be the text of the question itself.

Section 4. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various provisions are severable.

Section 5. This Resolution shall be effective upon adoption.

**ADOPTED this 2nd day of September, 2014 by a vote of \_\_ in favor, \_\_ against, \_\_ abstaining, \_\_ absent.**

CITY OF LEADVILLE, COLORADO

ATTEST:

By \_\_\_\_\_  
Jaime Stuever, Mayor

\_\_\_\_\_

Joseph A. Swyers, City Clerk

NOT ADOPTED

**CITY OF LEADVILLE, COLORADO**

**RESOLUTION 29  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEADVILLE AND THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY CONCERNING AN ECONOMIC ADJUSTMENT ASSISTANCE GRANT**

**WHEREAS**, the City of Leadville is a municipal corporation and body politic authorized to enter into contracts and intergovernmental agreements pursuant to Sections 31-4-101(1) and 29-1-203, Colorado Revised Statutes; and

**WHEREAS**, the City of Leadville and the Board of County Commissioners of Lake County ("Lake County") desire to cooperate in developing and carrying out an Economic Development Administration ("EDA") Economic Adjustment Assistance grant application in order to cause an assessment, implementation plan and marketing strategy to be developed for the Leadville Lake County Airport Business Park; and

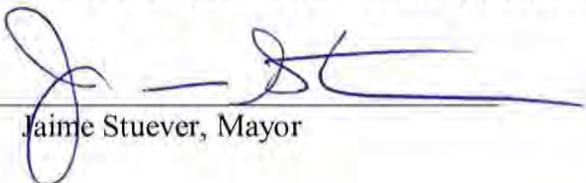
**WHEREAS**, the City and Lake County desire to enter into an agreement, a copy of which is attached to this Resolution as Exhibit A and incorporated into this Resolution ("Agreement"), to memorialize the terms and conditions under which the parties will participate in seeking EDA grant funding.

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

**Section 1.** The Agreement is hereby approved and the Mayor is authorized to execute the Agreement.

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

**ADOPTED this 19th day of August, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, 0 absent.**

By:   
Jaime Stuever, Mayor

ATTEST:

  
Joseph Swyers, City Clerk

agreements or conditions contained herein.

8. No modification or waiver of this agreement or any covenant, condition or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
9. This Agreement and Exhibits embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into either by the County or the City other than those contained herein.
10. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein, to the extent the remaining Agreement minus offending provisions is consistent with the parties' intent.
11. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and may not be assigned by either party without the prior written consent of the other respective party hereto.
12. Whenever the context shall so require or is conducive thereto, the singular shall include the plural and the plural shall include the singular.
13. It is the intent of the parties that no provision of this Agreement shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of either party within the meaning of a constitutional, home rule Charter or statutory debt limitation, or as pledging or creating a lien on any class or source of COUNTY or CITY monies.

SIGNED THIS 6th DAY OF August, 2014

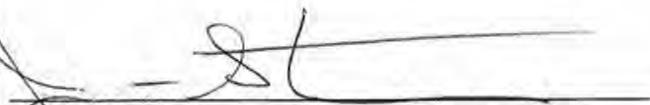
BOARD OF COUNTY COMMISSIONERS  
Lake COUNTY, COLORADO

  
\_\_\_\_\_

Chairman

SIGNED THIS 22nd DAY OF August, 2014

CITY OF Leadville

  
\_\_\_\_\_

Mayor

## INTERGOVERNMENTAL AGREEMENT

WHEREAS, Lake County, hereinafter referred to as the COUNTY (lead party), and the City of Leadville, hereinafter referred to as the City (party), desire to enter into an Agreement.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et.seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out an Economic Development Administration (EDA) Economic Adjustment Assistance grant application, the purpose of which is to perform an assessment, implementation plan and marketing strategy for the Leadville Lake County Airport Business Park.

NOW Therefore, the parties hereby mutually agree as follows:

1. Designation of Lead Party. Lake County shall act as the lead party in developing and carrying out said proposed EDA project.
2. Responsibility of Lead Party. In its capacity of lead party, Lake County shall be the lead jurisdiction in making application to the Economic Development Administration, via the Southern Colorado Economic Development District for EDA funds and shall be the grantee for such funds, if awarded. As the grantee of the EDA, it shall be responsible for applicable provisions as required by the Economic Development Administration.
3. Contracting. Lake County shall contract with other eligible individuals or entities to carry out any portion of the responsibilities assumed by the County under this Agreement and its grant contract with the Economic Development Administration.
4. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing EDA funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the EDA.
5. Modifications and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.
6. Neither party waives its immunities under the Colorado Governmental Immunity Act. Each party indemnifies, to the extent permitted by law, and will defend the other for all claims, damages and liabilities for acts or omissions resulting in suit as the result of the negligence, breach of this Agreement, or willful or wanton acts of its or its employees or agents.
7. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either of the parties hereto because of any breach hereof or because of any terms, covenants,

**CITY OF LEADVILLE, COLORADO  
RESOLUTION 30  
SERIES of 2014**

**A RESOLUTION APPOINTING ROY MCGINNIS, THE FINANCE DIRECTOR  
OF THE CITY OF LEADVILLE, AS THE PERSON TO PREPARE THE BUDGET  
OF THE CITY OF LEADVILLE FOR THE FISCAL YEAR 2015.**

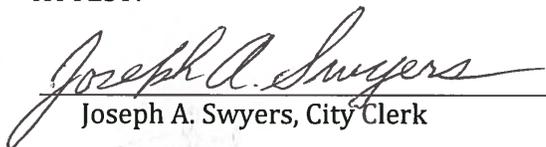
**WHEREAS**, C.R.S. 29-1-104 provides that the governing body of the City of Leadville shall appoint a person to prepare the City's budget, and submit said Budget to the Leadville City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO as follows:**

Section 1. Roy McGinnis, Finance Director of the City of Leadville, is hereby appointed to prepare and submit a budget for the Fiscal Year 2015 to the City Council of the City of Leadville.

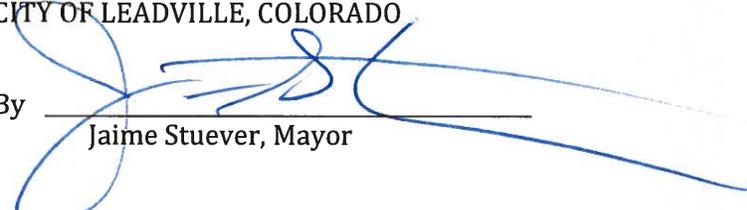
**ADOPTED the 16th day of September, 2014  
by a vote of 5 in favor, 0 against, 0 abstaining, and 2 absent..**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By \_\_\_\_\_

  
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 31  
SERIES of 2014**

**A RESOLUTION FOR A SUPPLEMENTAL BUDGET FOR UNANTICIPATED GENERAL FUND REVENUES AND APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE GENERAL FUND OF THE CITY OF LEADVILLE, COLORADO.**

**WHEREAS**, the annual budget for the City of Leadville, Colorado, for the fiscal year beginning January 1, 2014 and ending December 31, 2014 has been approved by the City Council; and

**WHEREAS**, the said City Council held a public hearing on said budget and approved said budget and made appropriations in accordance therewith; and

**WHEREAS**, it has become apparent that certain adjustments are necessary to reflect unanticipated revenues and unanticipated expenditures (requiring the use of reserve balance) which have occurred during the 2014 budget year; and

**WHEREAS**, due to the unanticipated proceeds from the Tabor Grand Hotel note payable, the General Fund revenues for budget year 2014 were thereby increased by \$375,000; and

**WHEREAS**, due primarily to unanticipated street department expenditures for equipment repair and snow removal, \$125,000 of general fund balance was used for said expenditures.

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

**Section 1.** That the 2014 revenues for the **General Fund** is hereby increased by \$375,000 from \$2,000,442 to \$2,375,442 due to unforeseen revenues from the Tabor Grand Hotel note payable.

**Section 2.** That the 2014 appropriation for the **General Fund** is hereby increased by \$125,000 from \$2,000,442 to \$2,125,442 due to unanticipated expenditures for the street department.

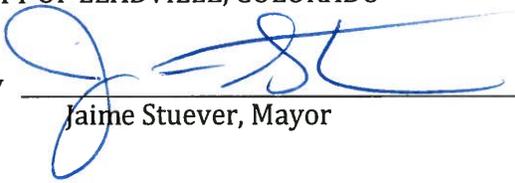
**ADOPTED this 7<sup>th</sup> day of October, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By

  
\_\_\_\_\_  
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO**  
**RESOLUTION 32**  
**Series of 2014**

**A RESOLUTION FOR A SUPPLEMENTAL BUDGET and APPROPRIATION FOR APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE CONSERVATION TRUST FUND OF THE CITY OF LEADVILLE, COLORADO.**

**WHEREAS**, the annual budget for the City of Leadville, Colorado, for the fiscal year beginning January 1, 2014 and ending December 31, 2014 has been approved by the City Council; and

**WHEREAS**, the said City Council held a public hearing on said budget and approved said budget and made appropriations in accordance therewith; and

**WHEREAS**, it has become apparent that certain adjustments are necessary to reflect unanticipated revenues and unanticipated expenditures (requiring the use of reserve balance) which have occurred during the 2014 budget year; and

**WHEREAS**, due to maintenance expenditures to maintain the City Parks which were financed with Colorado Trust Fund monies; and

**WHEREAS**, \$5,000 of reserve balance was used for said expenses.

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

**Section 1.** That the 2014 appropriation for the **Conservation Trust Fund** is hereby increased from \$ 20,199 to \$25,199 to maintain the City Parks and Tabor Home Museum.

**ADOPTED this 7<sup>th</sup> day of October, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 33  
SERIES OF 2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE  
APPOINTING A DEPUTY CITY PLANNING & ZONING OFFICIAL**

WHEREAS, the City Council of the City of Leadville is authorized under 2.44.020 of the Leadville Municipal Code to create positions and to authorize filling such positions as it deems necessary to the proper operation of City government; and

WHEREAS, to fulfill certain duties and responsibilities of the City Planning & Zoning Official at times when the City Planning & Zoning Official is absent or unavailable, the City Council finds it necessary to appoint a Deputy City Planning & Zoning Official related to assist with signing, attesting, and receiving certain Planning and Zoning City documents, recording and filing of City permit applications, and recording of Planning and Zoning Commission minutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LEADVILLE, COLORADO, THAT:

Section 1. The City Council hereby appoints Raymond Scott Miller as the Deputy City Planning & Zoning Official to assist the City Planning & Zoning Official with fulfilling his or her responsibilities and to serve as Acting City Planning & Zoning Official in the absence or inability of the City Planning & Zoning Official, as directed by the Mayor or City Council.

Section 2. The Deputy City Planning & Zoning Official shall perform all duties under the supervision and direction of the Mayor and Planning Official.

Section 3. This Resolution shall be effective upon adoption.

**ADOPTED this 7<sup>th</sup> day of October, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

CITY OF LEADVILLE, COLORADO

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

By   
\_\_\_\_\_  
Jaime Stuever, Mayor



**CITY OF LEADVILLE, COLORADO  
RESOLUTION 34  
Series of 2014**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO  
APPROVING AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH PEOPLES NATIONAL  
BANK FOR ACQUISITION OF A CATERPILLAR LOADER**

**WHEREAS**, the City of Leadville ("City" or "Lessee") is authorized to enter into contracts for lawful municipal purposes; and

**WHEREAS**, the City Council, as the governing body of the City has determined that a true and very real need exists for the acquisition of the Equipment defined and described in the Equipment Lease Purchase Agreement (the "**Lease/Purchase Agreement**") attached hereto as Exhibit A and presented at this meeting; and

**WHEREAS**, the City Council has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition and financing of such Equipment; and

**WHEREAS**, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable.

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

**Section 1.** The City Council of the City of Leadville makes the following findings and representations:

- (a) The City of Leadville is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged.
- (b) The City will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest portion of the rental payments coming due under the Lease/Purchase Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.
- (c) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The acquisition of the Equipment, under the terms and conditions provided for in the Lease/Purchase Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Lessee's governmental and proprietary purposes and functions and is in the best interests of Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any

person other than a governmental unit of the state on a basis different from the general public.

- (d) The meetings at which this resolution was considered and the City Council took action to adopt were properly noticed and conducted as open meetings in accordance with Colorado law.
- (e) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations under the Lease/Purchase Agreement.

**Section 2.** The terms of said Lease/Purchase Agreement are in the best interests of the City for the leasing of the Equipment described therein.

**Section 3.** The City Council, as governing body of Lessee, designates and confirms the Mayor has the authority to execute and deliver the Lease/Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement in substantially the form attached hereto as Exhibit A for and on behalf of the Lessee, all conditioned upon the prior approval of the City Attorney. The Mayor, in consultation with the City Attorney, may make such non-material changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4.** This Resolution shall be effective upon adoption.

**ADOPTED this 7<sup>th</sup> day of October, 2014 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.**

ATTEST:

  
\_\_\_\_\_  
Joseph A. Swyers, City Clerk

CITY OF LEADVILLE, COLORADO

By   
\_\_\_\_\_  
Jaime Stuever, Mayor

