



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

Tuesday
September 19, 2023

6:00 P.M.

Council Chambers & Zoom

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

Meeting ID: 835 2694 4548

Passcode: 80461

Dial by your location

+1 719 359 4580 US

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

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



7:20 pm	9.	Presentations and Discussions: A. Economic Development Corporation Update B. Audit Presentation
8:00 pm	10.	Action Items: A. Resolution No. 19, Series of 2023 - A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement B. Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival
8:30 pm	11.	Executive Session: A. Executive Session under Section 24-6-402(4)(b) of the Colorado Revised Statutes for legal advice on specific legal questions concerning a settlement agreement between the City of Leadville and RFSCLVG, LLC
9:00 pm	12.	Action Items: A. Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville B. Ordinance No. 5, Series of 2023 - An Ordinance Amending Section 2.40.0160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers
9:30 pm	11.	Public Comments
	12.	Council Reports
	13.	Mayor's Report
	14.	Public Meetings Planner
9:45 pm	15.	Adjournment



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING MINUTES

Tuesday,
September 5, 2023

6:00 P.M.

Council Chambers & Zoom

1. **Call to order** of regular council meeting at 6:02 p.m.
2. **Roll call:**
 - a. **Present:** Mayor Labbe, CM Hill, MPT Greene CM Thomas, CM Lauritzen, CM Luna-Leal
 - b. **Absent:** CM Grant

Staff Members Present: Deputy City Clerk Hannah Scheer, Administrative Assistant Lori Tye, City Administrator Laurie Simonson, Planning Director Chapin LaChance, Street Department Director Tony Medina, City Attorney Evin King

3. **Optional Pledge of Allegiance or Moment of Silence**
4. **Approval of the agenda:** MPT Greene **moved** to approve the agenda as amended, and CM Thomas **seconded**. All present were in favor.

Agenda Revisions:

- Add update on Justice Center planning and the County decision making process as 8C
- Add Street Department paving updated as 8B

5. **Housekeeping Matters:**
 - a. Mayor - last day for House with the Eye and the Tabor Home
6. **Public Comments for Items Not on the Agenda:** N/A

7. **Consent Agenda**

CM Luna-Leal **moved** to approve the minutes of September 5, 2023, CM Hill **seconded**. All present were in favor.

Revisions: None

8. **Presentations and Discussions:**

- a. **City Administrator's Report:**

- i. 2022 visitor data: growth trajectory on point, outpacing 5% for the State
- ii. 9/14/23: Community Center closing 4:00 pm at City Hall

1. Clear title appraisal
2. Seller hosting and paying for refreshments
3. Cake/celebration
- iii. Data for highway user tax fund:
 1. 2024 = \$122,126.97
 2. 2023 ~ \$118,000.00
- iv. Positions to fill at City Hall:
 1. Police Officers
 2. Administrative Assistant
 3. Finance Director
 4. Street Department Worker
 5. Police Chief (hiring committee to be formed)

b. Street Paving Update:

- i. Top of 2nd Street between Ash and Alder - done with grater and roater mill
- ii. Working on 8th Street - wide and long block
- iii. 40-50 hours of work to complete
- iv. 6th Street had some cave-in areas filled
- v. 600 block of 7th Street needs work after the big storm
- vi. \$200,000.00 in paving fund, ~\$130,000.00 already spent

c. Community Justice Center Update:

- i. 10/19 County work session
- ii. 7/2022 City voted to be a part of the project
- iii. \$5 million cap contribution from the City - Police Department and Municipal Court space included
- iv. Pricing is not 20-30% higher than originally expected. Was \$45 million, now around \$65 million
- v. Will be done in 3 “chunks”
 1. Detention and support functions
 2. Courts
 3. Law Enforcement
 - a. Police Department
 - b. Sheriff Department
 - c. Dispatch
 - d. Private meeting space
- vi. Plan A:
 1. Looking for savings, hoping contractor market cools off
 2. New build on Harrison and Monroe
 3. Construction for plan is 100% prepared
 4. Need to finish City permitting
- vii. Plan B:
 1. Awaiting response from Commissioner Fiedler to clarify for notes
- viii. Plan C:
 1. Looking for architecture firms and engineers to see if they can renovate and expand on current building

- ix. \$4 million in grants so far on a 3 year operating budget
 - 1. Underfunded courts program grant opportunity

d. Leadville 7 Annexation:

- i. Kyle Lynch - land planner from Boulder
- ii. Bob Armstrong - builder from Texas
- iii. Chris Durloo - Tetra Tech in Frisco
- iv. Site Context:
 - 1. located east of City limits - near but not adjacent to the County
 - 2. Zoned as “future residential”
 - 3. Leadville 7 owns 8 acre parcel
 - 4. Balancing City characteristics with need for future City grid
 - 5. Development with City through annexation
 - 6. Deed restricted lots
 - 7. 120-160% AMI
- v. Workforce housing coordination with City
- vi. 65 hillside development lots, 107 units
- vii. Mayor brought up traffic flow concern - with conversations be had with CDOT?
- viii. Lead level research - will be some remediation and mitigation required
- ix. Annexation is the only way the City would have any say in the process
- x. What about run-off? Concern with the area
- xi. 10/10 work session to accompany goal setting

e. Leadville Lake County Regional Housing Authority August Update

- i. Land is an issue - County and hospital attorney are reviewing
- ii. Lead and arsenic on the sight - needs remediation
- iii. Need a “bare-bones” budget to get started, looking for a grant match
- iv. 20 affordable housing units
- v. Looking in to “land banking”
- vi. Potential housing at the Harrison ball field
- vii. \$300,000.00 in addition to 2A money (~\$100,000 left)
 - 1. Would have to come out of the General Fund
 - 2. \$190,000 outstanding
- viii. City Council asked for a breakdown and explanation of what funds would be used for
- ix. 315 people seeking rentals, 65 people interested in affordable housing
- x. 10/11 full day strategic planning session - potentially at CMC

9. Action Items:

a. Leadville Lake County Regional Housing Authority Funding Request

DID NOT TAKE PLACE

CM _____ moved to approve **Leadville Lake County Regional Housing Authority Funding Request**, CM _____ seconded.

YES NO Abstain Absent

CM Lauritzen				
CM Luna-Leal				
MPT Greene				
Mayor Labbe				
CM Grant				*
CM Thomas				
CM Hill				

b. Trick or Treat on Main Street Temporary Use Permit

CM Luna-Leal **moved** to approve **Trick or Treat on Main Street Temporary Use Permit**, CM Thomas **seconded**.

MPT Greene **moved** to approve the request for a **\$750 stipend to buy candy for Trick or Treat on Main Street**, CM Luna-Leal **seconded**. All present were in favor.

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

10. Public Comments:

a. Steve Prestash:

- i. Commented on the lack of procedure in letting him speak before a vote
- ii. Spoke about voting in “bullies”
- iii. \$1872 to get an annual subscription to the newspaper

- iv. Discussed election threats/crimes - threatening election workers - misconduct taken seriously
- v. Has the City acted or instigated a criminal act? May speak to District Attorney

11. Mayor’s Report:

- a. Trip to Ireland was fun and meaningful
- b. 3 people from Allihies will be in Leadville for the Irish Memorial dedication
- c. Proud of the Irish community

12. Council Reports:

- a. CM Luna-Leal:
 - i. Weatherizing grant for mobile home parks time period has passed - they are not processing any applications at the moment.
 - ii. Suggested created sub-committees for special projects
- b. CM Thomas:
 - i. Would like to be more involved with the swimming pool measure with language for joint involvement between the City and County

13. Public Meetings Planner:

- a. 9/9 Community Dinner at 3:00 pm
- b. 9/8-9/9 Fall Foliage Relay
- c. 9/15 Healy House display
- d. 9/16 Irish Miners Memorial - 10:00 am at Evergreen Cemetary
- e. 9/22 C4 Harvest Dinner
- f. 10/10 Leadville 7 work session
- g. 10/14 Tentative Station II grand opening
- h. 10/20 or 10/21 Camp Hale 1 year commemoration
- i. No Leadville Urban Renewal Authority meeting this month

Adjournment: 8:13 p.m.

APPROVED this 19th day of September by a vote of ___ in favor ___ against, ___ abstaining, and ___ absent.

CITY OF LEADVILLE, COLORADO

ATTEST:
By

Deputy City Clerk

Leadville Police Department

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



Kenneth Chavez, Interim Chief of
Police

Greg Labbe, Mayor

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

FROM: Chief Ken Chavez

SUBJECT: Leadville Police Department: August, 2023

- **Staffing:**
 - The Police Department has 2 openings at this time for full-time officers and are accepting applications.

- **Highlights:**
 - LPD Staff provided coverage for Boom Days, Leadville 100 MTB and Leadville Trail 100 Run while at the same time handling calls for service. No serious incidents occurred at any of these high-profile public events. Only two cars required towing due to street closures. Minimal parking tickets needed to be issued due to LPD staff contacting car owners to move their cars from no parking areas. Kudos received from Leadville Race Series Director Tamira Jenlink for support provided by LPD staff.

MONEY RECEIVED FOR THE MONTH:

\$100 .00	(4) Parking Tickets
\$195.00	(3) VIN Inspections / 5 th Judicial District Checks / () Records Requests / (1) Fingerprints/ (2) Sex Offender Registrations / () Vehicle Tow Fee
<u>\$120.00</u>	<u>(3) Police Surcharge – () VIN Convenience Fee</u>
\$415.00	Total

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month: 2
- Incident Reports: 34
- Citations/Tickets/Summons: 6
 - Municipal Court: 3
 - County Court: 3
- Number of Juveniles put into Diversion: 0
- Number of Persons Taken In-Custody: 1

- o **DUI: 0**
- o **Animal Cruelty: 0**
- o **VPO: 1**

LEADVILLE POLICE DEPARTMENT OFFICERS AND STAFF:

Perla Flores, Administrative Supervisor: Records/Getac/Sexual Offender Coordinator/fingerprints **Currently the Leadville PD is NOT doing fingerprints due to fingerprint computer being down/(Certified) VIN Inspections**

Joanna Lopez, Administrative Assistant: Records/Getac/Sexual Offender coordinator/fingerprints **Currently the Leadville PD is NOT doing fingerprints due to fingerprint computer being down /(Certified)VIN Inspections**

Interim Chief of Police Kenneth Chavez

Sergeant John Ortega/FTO

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

Officer Daniel Hanson - Part-Time /FTO

Officer Maria Porzelt

Officer Aaron Barnett

Officer Brenda Caraveo

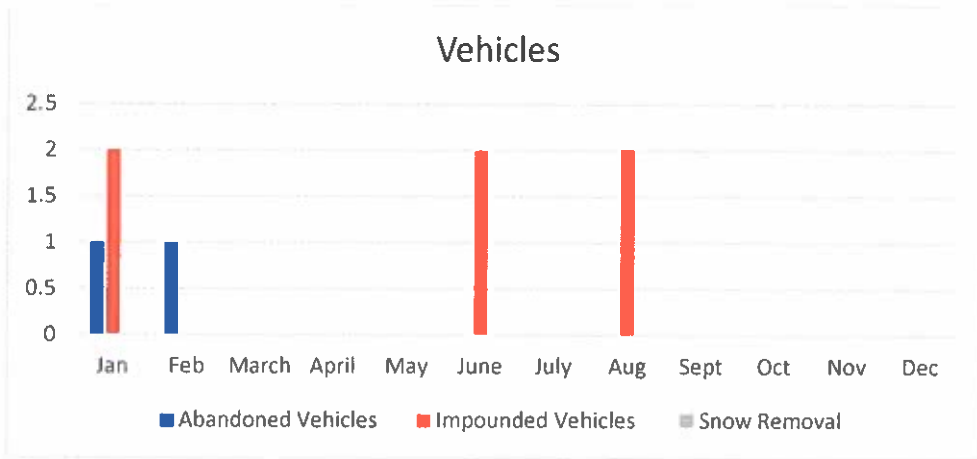
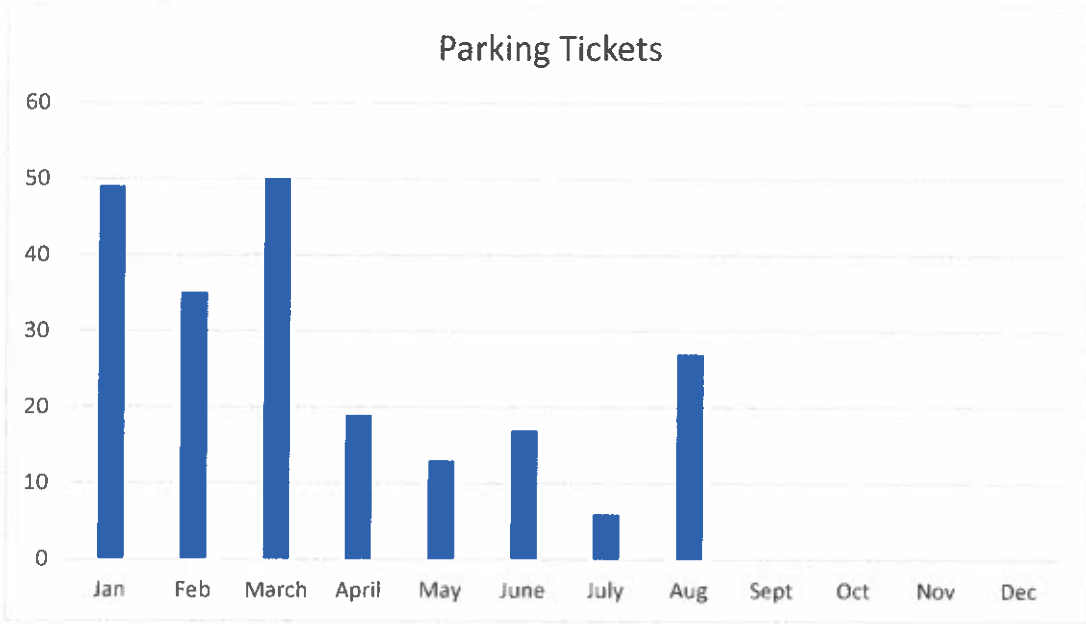
Community Service Officer Natalie Lopez

Community Service Officer Destiny Barraza

LPD Fleet

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

August CSO Monthly Reports



	Time Spent on Calls											
(Minutes)	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
15	4	5	6	8	10	12	7	15				
30	2	4	6	7	1	3	5	7				
45	2	1	8	1	2	5	3	4				
60	1	2	3	1	1	2	1	1				
90			1			1						

	Times Contacted on Calls											
(People Contacted)	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1		2	1		2		1	1				
2	2	2	1	3	4	2	4	2				
3	3	2	4	4	3	4	3	1				
4	1	1	3	2	1	4	2	1				
5	2	3	2	2		3	1	3				
6	2		3		1	2	2	1				
7			1	1	1	3		1				
8	1		1	2		2	1					
9												
10+								2				



Leadville Lake County Fire Rescue

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

Monthly Report August, 2023

CALLS FOR SERVICE

- Please see attached statistics for the month of August

DEPARTMENT

- Station II (Multi-Use Facility); Certificate of Occupancy has been issued! Date set for October 14th, 2PM-5PM for the Grand Opening
- Headwaters Training Facility, (HTC); Self Contained Breathing Apparatus (SCBA) confidence course container and one burn room, plans being worked on. Working towards a climate-controlled building with Colorado Mountain College (CMC), and plans to finish two sheds donated by CMC to become warming huts or additional training props. Update the IGA will start in October
- Apparatus; Type I Spartan; **Delivered on 08/10/2023**. Total cost of the apparatus was \$457,397.35 (City and County Taxes; \$320,219.20), City Taxes \$137,219.20). Savings of \$31,602, from the original price of \$489,000.00. \$31,602 in equipment will be purchased
- The Type III has returned from California. Three different locations in California on fires. This is the third deployment for the new Type III
 - CMC Fire Academy with 17 students has started

GRANTS

- VFA grant reimbursement was received in the amount of \$5,004.13 for 50% match for VHF radios this month
- Awarded \$44,850.00 in February. Assistance to Firefighter Grant, (AFG) grant submitted for a micro grant for 10 sets of Personal Protective Equipment, (PPE), in the amount of \$50,000.00. this grant was submitted on Dec 17th 2022 and the 425 financial form was complete for this quarter
- Awarded! Firefighter Safety and Disease Prevention Grant submitted in the amount of \$15,613.00 for an extractor machine for Station II. Reimbursement has been submitted in the amount of \$14,475.00. This has been installed at Station II
- Awarded! House Bill -1194 grant for an additional 5 sets of PPE in the amount of \$14,719.08
- TO DATE; GRANT AND OTHER REVENUE TOTALS FOR 2018, 2022= \$1,748,534.70
- TO DATE; GRANT AND OTHER REVENUE SINCE 2012= \$3,565,110.70
- This revenue does not include minor revenue for services such as the sign program and permits
- Staffing Adequate Fire Emergency Response, (SAFER) grant 425 financial form complete this quarter and \$129,903.87 of the total amount of \$595,027.86 has been requested. This grant for the 4th person on the engine company finalizes 02-11-2025 and should be budgeted for in 2025 operational budget

RESIDENT/RESERVE STAFFING

- We currently have 6 Residents. Total of 3 living at Station II
- We hired Luke Engles from our Reserve ranks into a firefighter position

PREVENTION/MARSHAL

Site Inspections:

Elementary School annual
Mine Site walkthrough
Full Circle walkthrough on egress
Earls for knox box install
Floyds annual inspection

Meetings:

Building Dept
Housing Coalition
Boom Days
Access and Functional Needs
Building Department
Chief's Meeting

Fire Responses:

Wildfire assist Count Road 52

Inspections/ Plans reviews:

Plan reviews: 43
Special Events: 5

Pub-Ed events:

LLCFR participated in Boom Days event

OPERATIONS CHIEF/TRAINING/CMC

- Hired Luke Engels, from our resident/reserve program, as our newest Career Firefighter.
- Continued the promotion/hiring process for the Captain and Engineer positions.
- Due to wildland deployment, loss of career staff, and injuries, we needed to cover the Captain position 25 out of 31 days. We were able to do this without paying Overtime because of our staffing model and intensive internal training program. (we also covered the engineer and firefighter positions in the same manner)
- One wildland fire deployment in our new Type III engine; the Highway Fire, the Deep Fire and the Happy Camp Complex. Sending firefighters on these deployments provide several benefits. It provides invaluable firefighting experience to our firefighters that is not available in any other manner. It also provides an opportunity for our firefighters to earn some extra wages, which allows us to be somewhat competitive with other nearby fire departments. It helps our neighbors with their emergency, just like they will help us with ours, if/when we have one. It provided approximately \$40,000 in revenue (for an approximate \$150,000 yearly total) which we will use to make our final payment on our tactical water tender in Oct 24. The tactical water tender is an extremely valuable piece of equipment for local fire emergencies.

DD - Monthly Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	1.14%				
113 - Cooking fire, confined to container	2	2.27%	0.00	0.00	0.00	
141 - Forest, woods or wildland fire	1	1.14%	0.00	0.00	0.00	
151 - Outside rubbish, trash or waste fire	1	1.14%				
	Total: 5	Total: 5.68%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	1	1.14%				
311 - Medical assist, assist EMS crew	8	9.09%				
320 - Emergency medical service, other	8	9.09%				
321 - EMS call, excluding vehicle accident with injury	32	36.36%				
322 - Motor vehicle accident with injuries	2	2.27%				
323 - Motor vehicle/pedestrian accident (MV Ped)	2	2.27%				
324 - Motor vehicle accident with no injuries.	9	10.23%				
	Total: 62	Total: 70.45%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
411 - Gasoline or other flammable liquid spill	1	1.14%				
412 - Gas leak (natural gas or LPG)	6	6.82%				
	Total: 7	Total: 7.95%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	2	2.27%				
511 - Lock-out	2	2.27%				
551 - Assist police or other governmental agency	2	2.27%				
561 - Unauthorized burning	1	1.14%				
	Total: 7	Total: 7.95%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	2	2.27%				
631 - Authorized controlled burning	1	1.14%				
671 - HazMat release investigation w/no HazMat	1	1.14%				
	Total: 4	Total: 4.55%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	3	3.41%				
	Total: 3	Total: 3.41%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 88	Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

DD - NFIRS Run Data Report - Alarm to Arrival

Response Times	Number of Incidents	Percent of Total
1 - 2.0 Minutes	3	3.41%
2 - 3.0 Minutes	11	12.50%
3 - 4.0 Minutes	9	10.23%
4 - 5.0 Minutes	8	9.09%
5 - 6.0 Minutes	10	11.36%
7 - 8.0 Minutes	3	3.41%
8 - 9.0 Minutes	3	3.41%
9 - 10.0 Minutes	3	3.41%
10 - 11.0 Minutes	4	4.55%
11 - 12.0 Minutes	5	5.68%
12 - 13.0 Minutes	2	2.27%
13 - 14.0 Minutes	2	2.27%
14 - 15.0 Minutes	1	1.14%
15 - 16.0 Minutes	1	1.14%
16 - 17.0 Minutes	4	4.55%
18 - 19.0 Minutes	3	3.41%
19 - 20.0 Minutes	2	2.27%
20 - 21.0 Minutes	2	2.27%
22 - 23.0 Minutes	2	2.27%
23 - 24.0 Minutes	1	1.14%
24 - 25.0 Minutes	1	1.14%
27 - 28.0 Minutes	1	1.14%
28 - 29.0 Minutes	1	1.14%
29 - 30.0 Minutes	1	1.14%
31 - 32.0 Minutes	0	0.00%
32 - 33.0 Minutes	1	1.14%
43 - 44.0 Minutes	2	2.27%
55 - 56.0 Minutes	1	1.14%
63 - 64.0 Minutes	1	1.14%
	Total: 88	Total: 100.00%

Description

This Report Doesn't Include Times Greater Than 90 Minutes



Leadville Lake County Animal Shelter August 2023 Department Report

Quick Stats

City

0 Adoption Returns
0 Transfers In
0 City Surrenders
9 Impounds
8 RTOs
1 Unclaimed Stray
1 Holds
1 Repeat Offender
1 Euthansia (stray dying cat)

County

0 Adoption Returns
0 Transfers In
26 County Surrenders
11 County Impounds
10 RTOs
4 Unclaimed Strays
2 Holds
2 Repeat Offender
0 Euthanasias

13 Adoptions

1 Transferred Out - Dog returned to Summit County

Needs

City

5 Licenses
5 Rabies Vaccines

County

3 Licenses
3 Rabies Vaccines

To Date (09/12) **210** animals have come through our doors

Current Events and News

- September Yard Sale over \$300
- \$3,000 scholarship from Maddie's Fund

DEPUTY CITY CLERK

August 2023 – LICENCES REPORT

BUSINESS

- No Updates

LIQUOR

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

MARIJUANA

- Floyd's Retail Dispensary License renewal is pending updates requested by the Fire Marshal

SHORT TERM RENTAL

- 170 total toward the cap
- 22 Class 1
- 1 awaiting reply from owner

Permit on Internet list	Permit # Retired	Permit Incomplete	Fees/Valuation increased or Decreased
-------------------------	------------------	-------------------	---------------------------------------

City Building Permits

2023

CO / COC	Expiration Date	Account Number	Type of Construction	Submitted Date	Permit Number	Permit Holder Applicant/Owner	Physical Address	Value	County Fee	Payment Type	Receipt Number	CCC Inv #
		R005618	Drywall	1/30/2023	BP2023-01W	All about remodeling/Shipman	715 Elm St.	\$3,000.00	\$186.00	cc	13110972	
						January Totals		\$3,000.00	\$186.00			
		R006674		3/20/2023	BP2023-02W	CO Container Homes	930 Hemlock St	\$193,200.00	\$1,679.00		32913139	
		R006939		3/8/2023	BP2023-03W	Costello West LLC	109 Brooklyn Circle	\$211,190.00	\$2,979.00		31612883	
		R006940		3/8/2023	BP2023-04W	Costello West LLC	113 Brooklyn Circle	\$224,460.00	\$3,132.00		31612883	
		R005940		3/30/2023	BP2023-05W	Mtz Altitude Const/Sustos	301 E. 8th	\$9,670.00	\$253.00		40613327	
						March Totals		\$638,520.00	\$8,043.00			
		R006400		4/4/2023	BP2023-06W	Blackwell/Blackwell	428 E 7th St	\$338,490.00	\$4,449.00		40613327	
						April Totals		\$338,490.00	\$4,449.00			
		R006941	Duplex	5/24/2023	BP2023-08W	Costello West LLC	117 Brooklyn Circle	\$223,680.00	\$1,893.00	3047	52414907	
		R006942	Duplex	5/24/2023	BP2023-09W	Costello West LLC	121 Brooklyn Circle	\$223,680.00	\$1,893.00	106	52414907	
		R006943	Duplex	5/24/2023	BP2023-10W	Costello West LLC	125 Brooklyn Circle	\$220,540.00	\$1,871.00	105	52414907	
		R007110	Basement conversion to ADU	5/9/2023	BP2023-11W	Torre Form/Noe Torre	701 Clarendon	\$225,100.00	\$3,139.00	1098	51614764	
						May Totals		\$893,000.00	\$8,796.00			
		R006252	Foundation Repair	6/12/2023	BP2023-12W	Aspen Foundations/Nab	200 West 6th St	\$90,000.00	\$1,546.00		61215496	
		R005840	Remodel/Repair	6/12/2023	BP2023-13W	KW/Askins	228 E 7th St	\$32,400.00	\$666.00		61215502	
		R005605	Mod Set w/ 2 floors unfinished space	6/16/2023	BP2023-07W	Torre Form/Gonzales	724 Elm	\$469,010.00	\$3,610.00	1093	62215801	
						June Totals		\$591,410.00	\$5,822.00			
						July Totals		\$0.00	\$0.00			
			SFD/Garage	8/10/2023	BP2023-14W	Northcraft Neighborhoods	611 E 12th St	\$403,970.00	\$3,155.00			
						August Totals		\$403,970.00	\$3,155.00			



MEMO

TO: Mayor Labbe and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: September 19, 2023

SUBJECT: Planning Dept. Monthly Report

Mayor Labbe and City Council,

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

Pre-application

- **New:** Quickly Polished by Meg Nail Salon Change of Use; 601 Chestnut St. Conditional Use Permit (CUP)
- **New:** Cooperativa Nueva Union Electrification Pilot project; 1100 Hemlock St.

New applications

- None.

Pending applications

- Community Justice Center CUP, Minor Plat, and Site Plan: Awaiting resubmittal, final public hearing continued at Planning and Zoning Commission (P&Z) on 4/12 to 8/23. Staff has suggested the Monroe St. right-of-way legal issue be further evaluated prior to resubmittal for the final hearing. **Update: Withdrawn by applicant.**
- Circle K Conditional Use Permit (CUP) application for EV Charging Stations; 108 Harrison Ave. (currently unlisted land use): The public hearing date for this CUP has not been determined. Staff is awaiting revisions from the design team, completion of the applicant's public notice responsibilities, and comments from CDOT to be addressed. **No update.**
- Railyard Phase 1 townhouses: A Building Permit application for a four unit townhouse has been received by staff but is on hold until the applicant provides required documentation. **No update.**

Processed applications

- **New:** Building Permit application for Engelbach Change of Use to Duplex; 610 Front St.
- **New:** Building Permit application for new modular single-family residence at 320 E. 5th St.
- **New:** Building Permit application for new modular single-family home at 126 Brooklyn Circle.

- **New:** Building Permit application for new modular single-family home at 619 E. 10th St.
- **New:** Building Permit application for new single-family home at 600 E. 12th St.
- **New:** Building Permit application for solar installation at 211 E. 5th St.
- **New:** Building Permit application for a deck roof at 621 E. 9th St.
- **New:** Building Permit application for interior remodel at 211 W. 7th St.
- **New:** Building Permit application for exterior siding replacement at 117 E. 6th St.
- **New:** Authorization for demolition of historic structure at 211 E. 6th St. per Fire Dept. “Emergency Enforcement Action”, exemption from current demolition moratorium.

Construction:

- Railyard Phase 1
 - Planned Unit Development (PUD)
 - **New:** Staff discovered that the Phase 1 PUD was never amended and recorded to allow multi-family housing on the LURA parcel, per the City Council’s conditions of approval. Staff has directed Pel-Ona Architects and Urbanists to amend the PUD for recording.
 - Subdivision Improvement Agreement (SIA)
 - **Update:** High Country Developers LLC (HCD) and Northcraft Neighborhoods LLC have requested a second amendment to separate the three (3) remaining phases into four (phases).
 - Storm-sewer issues: **Update:**
 - Staff updated the City Council on 8/15 regarding storm-sewer deficiencies, primarily at the north detention basin. The Planning Dept. issued the attached letters to Lake County government and HCD on 8/16. HCD’s deadline to commence corrections was 8/31, and the deadline for corrections to be completed is 9/16. Minimal corrections were commenced by 8/31 and corrections were not substantially complete by 9/14. Staff expects enforcement actions will be necessary, which will be discussed with City Council.
 - The City has received three (3) Colorado Open Records Act (CORA) requests for documents, including engineer’s reports, city letters, and all emails between HCD and the city 8/1/2022-8/1/2023.
 - Sanitation District: The Leadville Sanitation District has informed the developer that the District will not be approving any further Building Permits or Certificates of Occupancy until the developer meets certain requirements of the District, including submitting inspection reports. **No update.**
- Railyard Phase 2
 - Only the Phase 1 Planned Unit Development (PUD) has been approved by Council, but the subdivision (plat) of the individual lots and tracts for developments has also not been approved by the city, nor has an SIA been executed or escrow funds received. The developer is proposing to reduce the street right-of-way widths by 10 ft. in order to accommodate a 10 ft. utility easement required by Xcel. Staff has referred the proposed plans to the various referral agencies for preliminary comments. HCD is proposing to only use natural gas, solar energy, and battery backup for Phase 2, without grid electric supply. HCD began installing storm sewer lines and a main gas line on the Phase 2 property mid-July. On 7/19, Xcel Energy required HCD to cease install until Phase 2 has been fully approved by the city. On 7/21, the Planning

Director notified and instructed HCD to cease construction of all Phase 2 subdivision infrastructure prior to approval and recording of the required documents, including the PUD and plat. **Update:** Pel-Ona Architects and Urbanists have submitted the Phase 2 PUD, with Conditions of Approval met from the City Council's 2021 approval. Staff will be conducting final review and recording the PUD.

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

Code amendments

- Title 17 – Zoning: Housing Variety Code Amendments: **Update:** Joint Work Session with P&Z and City Council on Tuesday 8/29. Staff is working on obtaining a consultant to assist with adopting a Community Housing chapter, potentially with design guidelines specifically for community housing within the chapter. Staff and the P&Z are conducting Work Sessions to address comments received at the Joint Work Session.

Other

- **New:** Lake County has provided a referral to the city for a 400 unit, 75% deed restricted development within Lake County, on an approximately 44-acre property north of the intersection of US Hwy. 24 and CO 91. The public hearing on the Sketch Plan at Lake County Planning and Zoning Commission is scheduled for 10/3.



- **New:** Lake County Sherriff's Dept. Search and Rescue Telecommunications Facility. The city received a letter of request for comments regarding a federal Section 106 review for the existing tower and facility located at 700 E. 10th St. The Historic Preservation Commission reviewed the letter at their 8/22 meeting, and staff provided a letter of response to the county's consultant. The majority of the HPC found the tower and facility to have no adverse direct affects, but to have adverse indirect visual effects on historic properties within the National Historic Landmark (NHL) District.

- **New:** Leadville 7 group presentation to City Council regarding annexation on 8/29.
- **New:** City public parking lots ADA compliance. Staff has requested the city's consulting engineering firm to evaluate the ADA requirements for the city's public parking lots and to prepare plans for any required modifications in order to bring those parking lots into compliance for implementation by the Streets Dept. in 2024.
- Metcalf Archeology NHL District cultural resource surveys: **Update:** A public meeting to kick-off the survey project has been scheduled for 10/24. Flyers and questionnaires will be mailed to residents within the survey areas.

City of Leadville
800 Harrison Avenue
Leadville, CO 80461



August 16, 2023

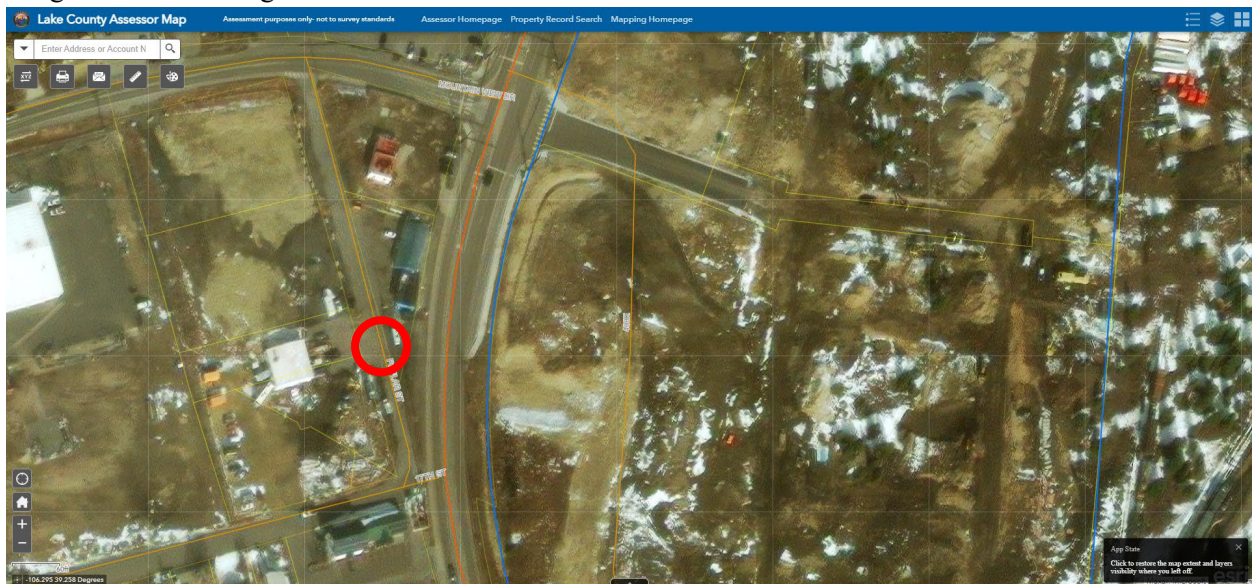
Tim Bergman
Lake County Manager
505 Harrison Ave.
Leadville, CO 80461

Dear Mr. Bergman:

This letter is intended to summarize the background of the North Poplar Street storm sewer issue, to coordinate solutions to correct this issue, and to make this information available to the interested public and affected property owners. The City of Leadville (“City”) has retained the civil engineering firm of RG & Associates to provide their analysis, expertise and opinions on this issue and their findings are included in this letter.

Issue:

There is an existing storm sewer manhole located in the county’s North Poplar Street. right-of-way, between 17th Street to the south and Mountain View Drive to the north. During significant precipitation events, stormwater overflows the manhole and enters downslope properties, including the immediately adjacent property located at 1715 North Poplar Street (Flatiron Metalworks, formerly Tim’s Auto Body) owned by Romer Properties, LLC. Most notably, this manhole recently overflowed on 4/12/2023 during a rapid warming and snowmelt event, and then again on 8/1/2023 during a record precipitation event. See images below showing the location of the manhole and the overflow from 8/1/2023 event.



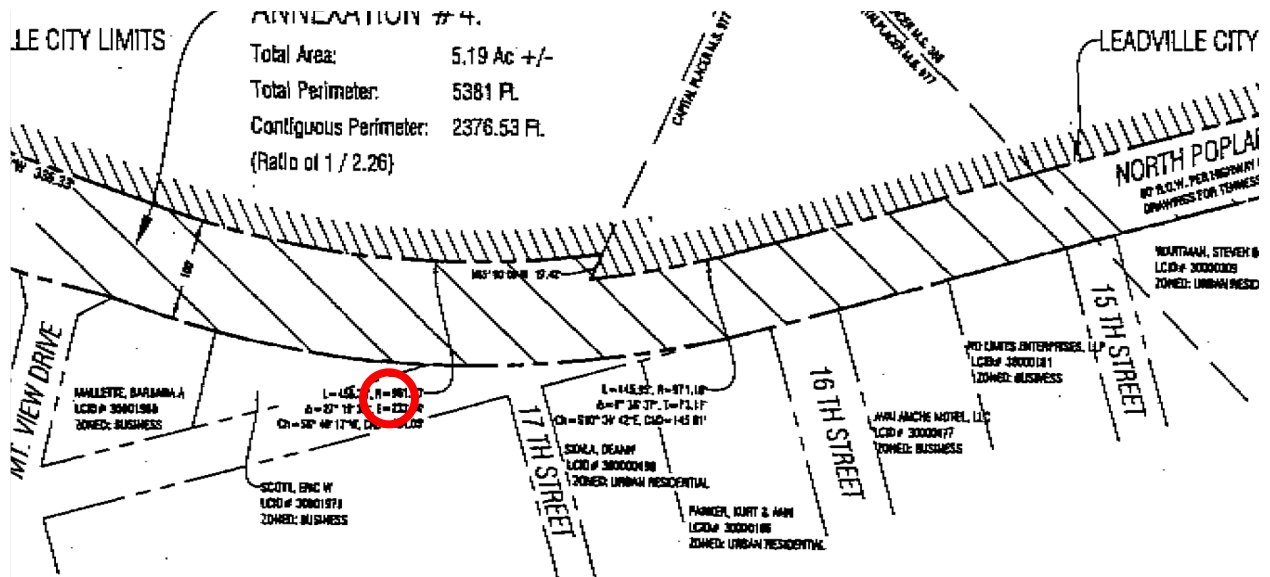
(Above: Lake County GIS map showing the approximate location of the manhole circled in red. Below: Google Maps image showing the location of the manhole.)



(Above: Image showing the manhole overflowing during the 8/1/2023 precipitation event.)

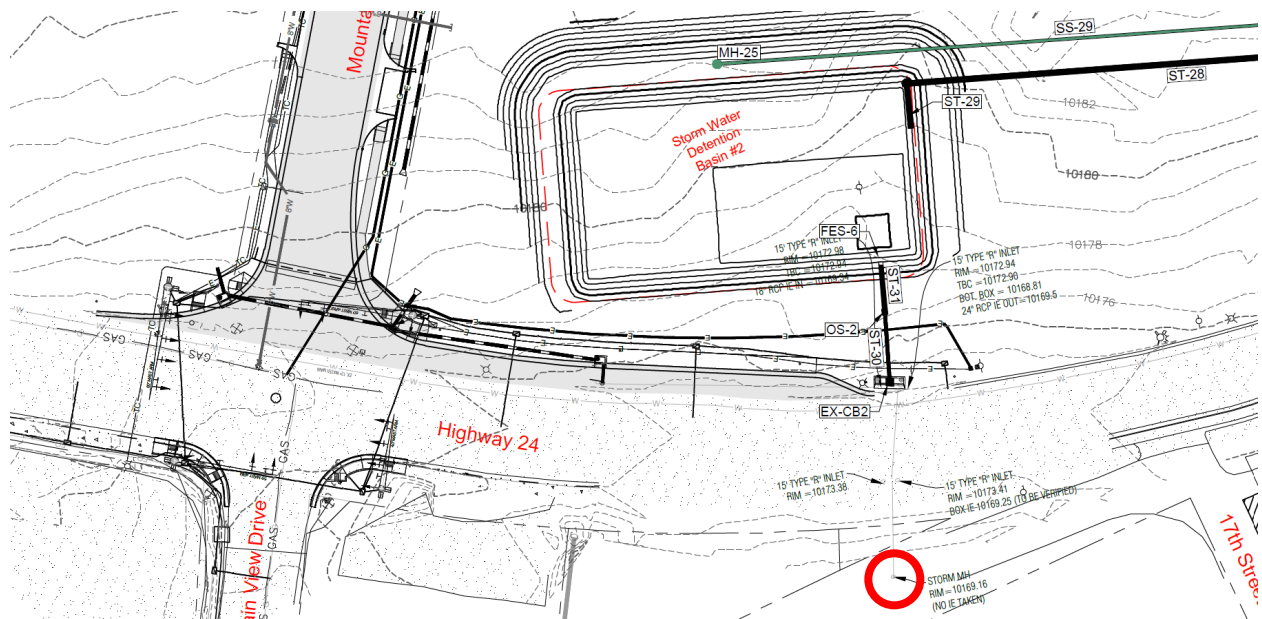
Background

The manhole is located outside of the City of Leadville’s municipal boundary. The City of Leadville’s municipal boundary was expanded by the annexation of the Railyard’s property in 2017 (see image below) but does not extend to this manhole which remains within the jurisdiction of Lake County. An email chain from 2017 between the city, county, CDOT, and an engineering consultant referenced the manhole overflow issue having occurred “every year” prior to the Railyard annexation. The manhole is located at an intersection of a pre-existing 24” storm sewer that crosses under Highway 24 within city limits and an 18” storm sewer that then runs north in the county’s North Poplar Street right-of-way to a large open ditch on the south side of Mountain View Dr. The 18” storm sewer was installed by CDOT around 2008 with other various Highway 24 improvements. It is the city’s understanding that the North Poplar Street 18” storm sewer is both too small in diameter and buried too shallow (less than four feet deep), and that water freezes in this storm sewer in the winter and prevents stormwater from flowing towards the Mountain View Dr. drainage ditch, causing the manhole to overflow.

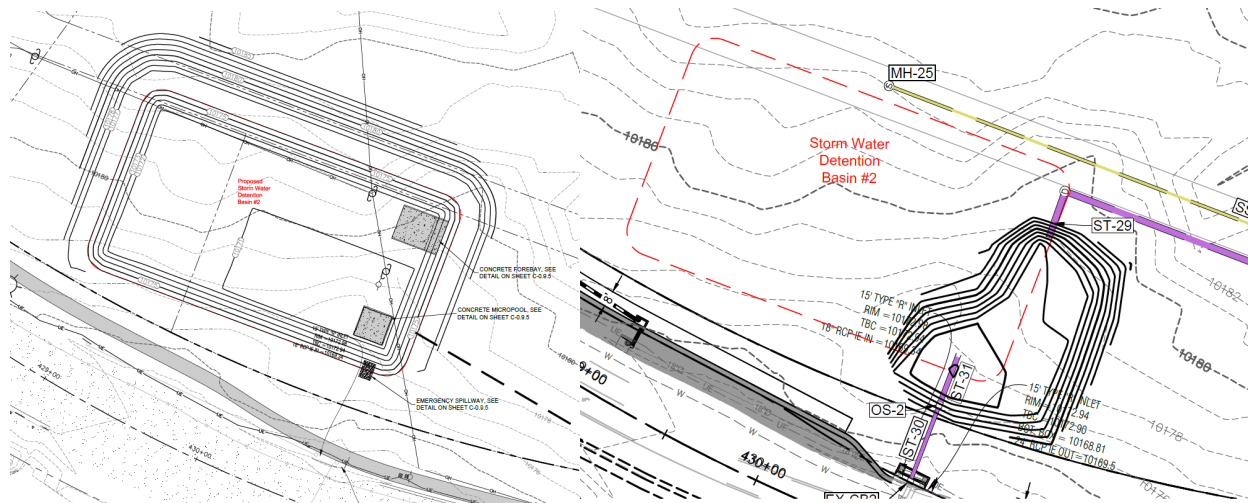


(Above: 2017 Railyard Annexation #4 Map showing Highway 24 right-of-way annexed into the City of Leadville and the approximate location of the manhole.)

The manhole receives stormwater from a 24" storm sewer underneath Highway 24 which drains multiple pre-existing inlets along Highway 24 and a portion of the Mountain View Dr. intersection. These inlets also drain stormwater from the majority of the Railyard development via a stormwater detention basin with an emergency spillway outlet. The immediate area that drains to these inlets is within City of Leadville limits.



(Above and below, left: Excerpts from approved Railyard Phase 1 civil plans showing proposed north detention basin and pre-existing 24" storm sewer under Highway 24.)



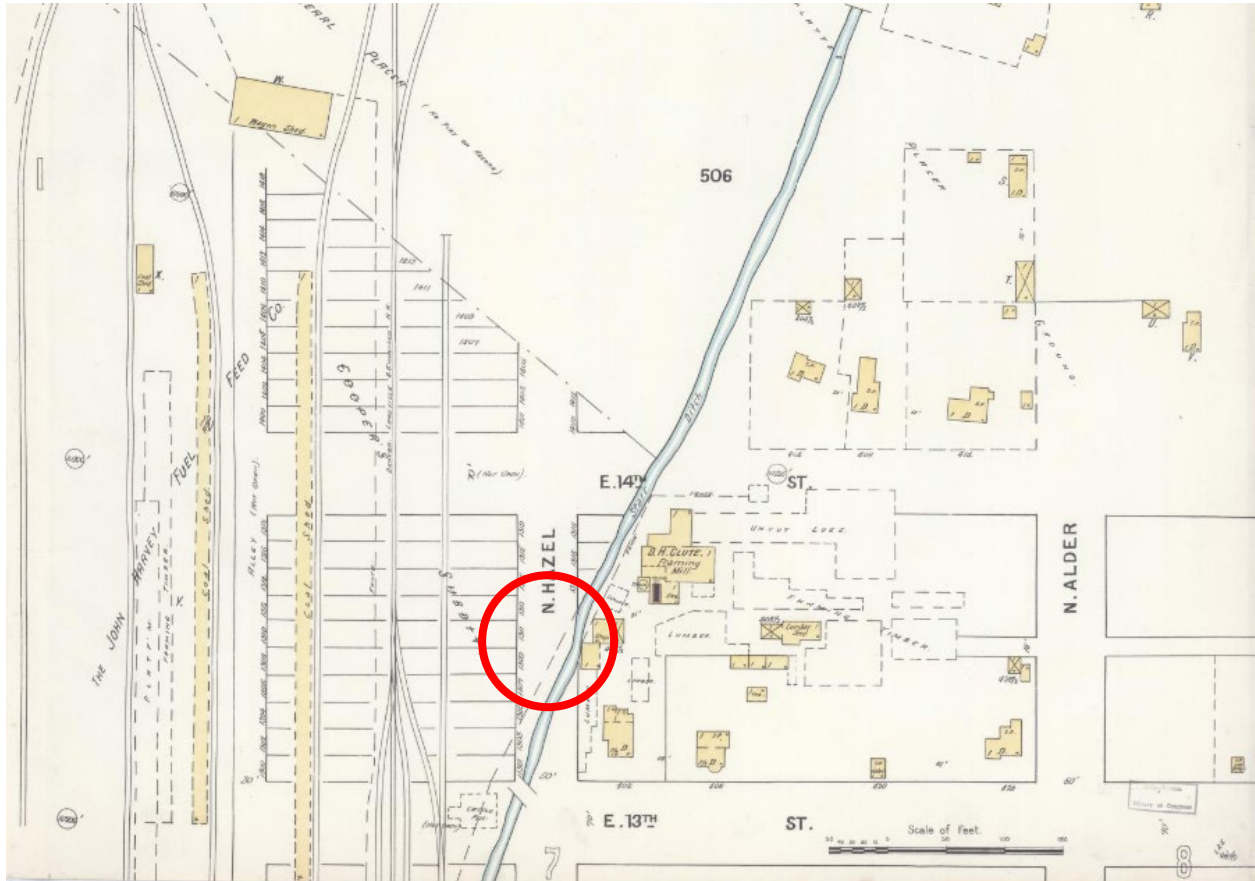
(Above, right: Excerpt from submitted Railyard Phase 1 as-built plans showing constructed north detention basin)

The Railyard Phase 1 subdivision improvements and infrastructure, including the storm sewer system, are incomplete, and have not been accepted or adopted by the City of Leadville. Per the city's Subdivision Improvement Agreement (SIA) with High Country Developers (HCD), all public improvements must be constructed before the city will issue probationary acceptance, beginning the warranty period. According to RG & Associates analysis, the north detention basin, shown in the above images, currently lacks the following:

- orifice plate at outlet structure (designed for a controlled release and to provide approximately 3 ft. of additional ponding),
- further excavation,
- emergency spillway
- concrete forebay, and
- micropool.

Without these corrections, the north detention basin does not detain the amount of stormwater it was designed for and is required to detain per the approved construction plans and drainage report.

The Railyard Phase 1 storm sewer system was designed and approved to receive stormwater from the east (county), particularly the pre-existing 12th Street culvert, and transport it through the Railyards development through a system of curbs, gutters, inlets, culverts, detention basins, and emergency spillway outlets. 6.7 acres (approx. 23%) of the southern portion of the Railyard Phase 1 was designed and approved to drain to the south detention basin, and the remaining 21.9 acres (approx. 77%) was designed and approved to drain to the north detention basin. The system was also designed and approved to allow stormwater for the fully developed subdivision (during a 100-year storm) to collect into the system's north and south detention basins without increasing flow downstream beyond pre-development levels. **However, the Railyard Phase 1 storm sewer system is not designed or required by the city to detain any extra stormwater entering from the county that existed pre-development, nor is it designed or required by the city to detain more stormwater than calculated for the 100-year storm.**



(Above: 1895 Sanborn map showing the historic Starr Ditch, and the approximate location of newly installed culvert on Country Road 8 (historically named Hazel Street) circled in red.)

The Starr Ditch is a historic ditch that transported water from headwaters northeast of Leadville into Leadville. See the 1895 Sanborn map above. Prior to or during the 4/12/2023 snowmelt event and flooding of County Road 8 (historically named Hazel Street) east of the Railyard, Lake County Public Works installed a culvert under County Road 8 to direct water from the Starr Ditch underneath County Rd. 8. A considerable portion of this stormwater exiting the newly installed county culvert crossed Ken Olsen's (Leadville Colorado and Southern Railroad Co.) property, flowing west towards the Railyard. The remainder flowed south to the existing roadside ditch and culvert underneath the railroad tracks on the north side of 12th Street. Regardless of the exact source, stormwater from the county, east and uphill of the Railyard, entered the Railyard development along the eastern Railyard boundary, allegedly causing flooding to the interior of a newly constructed single-family dwelling at 1310 Grand Review Drive. However, the northern drainage area of the Railyard effectively drained to the northern detention basin, where some stormwater was detained. Considerable stormwater was also detained in the northern basin during the 8/1 record precipitation event.



(Above: Lake County GIS map with staff notes on key existing or designed drainage features of Railyard development and surrounding area.)



(Above: Railyard north detention basin on 4/12/2023 following rapid snowmelt event. Below: Railyard north detention basin on 8/1/2023 following record precipitation event.)



Timeline on Railyard storm sewer infrastructure:

- Jan. 2017: Railyard annexed into City of Leadville
- Oct. 2017: Email chain from 2017 between the city, county, CDOT, and an engineering consultant referenced the manhole overflow issue having occurred “every year”, prior to the Railyard annexation. The engineering consultant states that according to the county, “this is CDOT’s pipe and maintenance issue.” The email chain discusses engineering options for resolution, and a Division of Authority state statute from CDOT, and CDOT’s communication that the issue is not CDOT’s responsibility.
- June 2020: The Railyards Phase 1 Subdivision Improvement Agreement (SIA) approved, including civil construction plans for storm sewer and detention basin system.
- June 2021: The city’s consulting engineer, RG & Associates prepared report provided to HCD based on inspection and review of submitted as-builts drawings. Among the comments regarding

storm sewer deficiencies, the report states *“Pond #1 and Pond #2 appeared to be partially completed. The ponds are lacking in volume and not all structures have been installed. This agrees with the As-Built drawing provided by Koehler Engineering dated May 7, 2021.”*

- April 12, 2023: Rapid snowmelt event.
- May 2023: RG & Associates inspection report on April 12 snowmelt event provided to HCD identified deficiencies with storm sewer system, particularly related to Railyard resident flooding.
- July 2023: RG & Associates inspection report on as-built improvements provided to HCD further identifies storm sewer deficiencies, including detention basins.
- Aug. 1, 2023: Record precipitation event. 1.85 inches in 24 hrs. breaks February 1986 record of 1.7 inches.
- Aug. 2, 2023-current: City Planning Director emailed and called HCD informing of requirement to make immediate corrections to Railyard storm sewer system.
- Aug. 3, 2023: City Planning Director met with Lake County Manager and Public Works Dept. to discuss resolution to county’s North Poplar Street manhole flooding issue. The following was discussed at the meeting:
 - City and County agree and understand:
 - North Poplar Street 18" pipe and upstream is a "closed system", draining immediately adjacent City properties (Railyard, etc.). **One consideration that was not discussed in the meeting is that there are numerous County properties east/upslope of the Railyard, including the historic Starr Ditch crossing CR 8, that do have considerable stormwater that crosses through the city's Railyard storm sewer system. Thankfully Ken Olsen since April has installed and is maintaining a ditch to carry stormwater from the county culvert installed under CR 8 in April to 12th Street ditch, which is reducing flow directly east out of the culvert and across the railroad tracks into Railyard Phase 1.**
 - Highway 24 between North Poplar Street and the Railyard is city jurisdiction, containing an existing 24" pipe draining Mountain View intersection and the majority of the Railyard. Highway 24 drainage north of Mountain View intersection drains to county drainage system via Safeway and west Mountain View Dr.
 - Corrections to the Railyard storm sewer system to comply with the approved construction plans include, but are not limited to, the following:
 - orifice plate at north basin outlet structure,
 - further excavation of north basin,
 - emergency spillway installed at north basin
 - concrete forebay installed at north basin
 - micropool installed at north basin
 - It "makes sense" for county to be only responsible for storm sewer systems up to the most upstream point draining county properties, but Planning Director needs to better understand legal division of responsibility.
 - Planning Director's interpretation of Division of Authority document provided by CDOT is that this document clarifies the storm sewer system is "city, county, or

town" responsibility instead of State's responsibility, but does not clarify whether city or county.

- County elected officials are not happy.
- Lake County action items:
 - Lake County Public Works will camera North Poplar Street pipe to check for any damage/obstructions/misalignment and update city. Per 8/4/23 Lake County Public Works email: *“There is some debris in the pipe mainly small 2” minus rocks and some sand. There was nothing in the pipe that would obstruct the normal flow of water. The opinion, from the plumber is that this pipe cannot handle the volume of water flowing to it. This means the additional flow from the Mountain View intersection and the Railyard Project. You can only fit so much water in to one pipe. The main problem in the winter time is the amount of water and freeze thaw build up in the pipe because it is shallow (buried less than four feet deep) to be able to drain back to the Mountain View Drainage Ditch”*
 - Lake County Office of Emergency Management (OEM) will provide a summary of scope of county infrastructure/private property damage downstream of North Poplar Street from 8/1 storm.
- City action items:
 - Consult city civil engineer regarding:
 - laws surrounding division of responsibility for county stormwater which enters city storm sewer which re-enters county storm sewer.
 - further Railyard enforcement methods for completion of storm sewer system
 - Monitor Railyard orifice plate and basin excavation.
 - Discuss the above with City Administrator and City Streets Dept.
 - Report back to county on the above items as soon as possible.

Division of responsibility

The City Planning Director met with the City’s consulting engineer RG & Associates on 8/8 regarding civil stormwater law for division of responsibility for county stormwater entering city storm sewer which reenters county storm sewer. The engineer has advised that it is the city’s responsibility not to increase stormwater to the county’s storm sewer system beyond pre-development conditions. The Railyard storm sewer system must be installed according to the civil engineering construction plans approved by the city. **However, the city’s responsibility does not extend to managing pre-existing stormwater upslope and east of the Railyard within the county that is transported through the Railyard to the county’s manhole. The city is also not responsible for requiring HCD to detain stormwater beyond the approved plans for the 100-year storm.**

City’s next steps: Railyard/HCD enforcement

Per the city’s 8/9 phone call with HCD and an 8/15 meeting with HCD’s civil engineer, HCD is attempting to source the orifice plate and will be conducting further excavation of the north pond as soon as possible. With the support of City Council, staff will notify HCD of a deadline to begin correction by August 31 (two weeks) and to fully comply by September 15 (1 month). If the storm sewer infrastructure is not corrected by that deadline, the City will not authorize the issuance of new Certificates of Occupancy until these corrections are installed, inspected and approved by the city’s consulting engineer.

The city intends to coordinate with the county to address the manhole issue by ensuring stormwater entering the county's storm sewer system does not exceed pre-Railyard conditions.

Recommended Lake County next steps

If not done so already, the city highly recommends that the county consult a civil engineer licensed in Colorado to determine alternate design solutions to the county's North Poplar Street storm sewer diameter and depth. It is likely that the 2008 install of the North Poplar Street storm sewer was only designed for existing conditions. The city also requests an additional meeting with county staff and the county's consulting engineer to discuss their design and implementation of solutions to this North Poplar Street stormwater issue.

On behalf of the City of Leadville, thank you for the communication and coordination to address this storm sewer issue.

Respectfully,

Chapin LaChance, AICP
Director of Community Development and Planning
City of Leadville



City of Leadville
800 Harrison Avenue
Leadville, CO 80461

August 16, 2023

High Country Developers, LLC
c/o John Lichtenegger
PO Box 1422
Leadville, CO 80461

Re: Railyard Phase 1 storm sewer system's non-compliance with the approved construction plans.

Mr. Lichtenegger,

At the 8/15/2023 Leadville City Council meeting, the City Council directed staff to formally re-notify High Country Developers LLC (HCD) of the Railyards Phase 1 storm sewer system's non-compliance with the approved construction plans. These construction deficiencies have the potential to increase stormwater to downslope properties, creating a hazard to private properties and the public. It is in the interest of public health, safety and welfare that the City of Leadville (Leadville) hereby formally re-notifies HCD of the Railyard Phase 1 storm sewer system's non-compliance with the approved construction plans, and of a deadline to make corrections to the storm sewer system, as described below.

The 9/1/2020 Railyard Phase 1 Subdivision Improvement Agreement (SIA), Section II. Construction of Improvements, B. Compliance with Standards states *"The Public Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions and regulations, including but not limited to all building, fire, plumbing, and safety codes, in effect at the time of construction. If Leadville reasonably determines that construction or installation is not in compliance with the approved Construction Plans or applicable ordinances, rules and regulations, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification, or if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, Leadville may direct Developer to stop work until corrections are made to the satisfaction of Leadville."*

On 4/18/2023, and following the 4/12/2023 local rapid warming and resulting snowmelt event, Leadville provided a memorandum to HCD from Leadville's consulting engineer dated 6/4/2021 and titled "Railyard Leadville - Phase 1 Site Inspection and As-Built Review". Among the items identified in the memorandum for completion is *"11. Pond #1 and Pond #2 appeared to be partially completed. The ponds are lacking in volume and not all structures have been installed. This agrees with the As-Built drawing provided by Koehler Engineering dated May 7, 2021."*

On 7/18/2023, Leadville provided an additional memorandum to HCD from Leadville's consulting engineer dated 7/2/2023 and titled *"Leadville Railyard Phase 1 As-Built Inspection Status – 2023."* Among the items identified in the memorandum for completion are *"6. Detention Basin #1 is not complete. Reference Sheet C-0.9.5 of the construction plan set for missing items. The outlet structure box top needs to be raised so it can be cleaned and*



inspected. The structure is currently buried within the existing embankment” and “7. Detention Basin #2 is not complete. Reference Sheet C-0.9.5 of the construction plan set for missing items.”

Additionally, Leadville emailed HCD on 8/2/2023 and 8/9/2023 following the 8/1/2023 local record precipitation event, regarding the north detention basin’s lack of the following to comply with the approved construction plans:

- orifice plate at outlet structure,
- further excavation,
- emergency spillway,
- concrete forebay, and
- micropool.

Leadville also spoke with HCD on the phone on 8/9 and with HCD’s civil engineer Koehler Engineering on 8/15 verbally notifying HCD of these required corrections. Since the original written notification of non-compliance in the 6/4/2021 memorandum, and the subsequent notifications stated above, HCD has not made these corrections or that corrections have been commenced. Therefore, and as authorized by the SIA, Leadville hereby notifies HCD of the following:

- 1) Leadville has reasonably determined that construction or installation of the Railyard Phase 1 storm sewer system, including detention basins, is not in compliance with the approved Construction Plans or applicable ordinances, rules and regulations,
- 2) Leadville has previously provided written notification to HCD of the required corrections, which HCD has not made within ten (10) business days of receipt of such notification,
- 3) If the nature of these corrections is such that the same cannot be reasonably completed within ten (10) business days, HCD has not undertaken such corrections within ten (10) business days and diligently prosecuted the same to completion.
- 4) **As a courtesy to HCD, the time period to make these corrections is extended as follows:**
 - a. **required corrections must be commenced by Thursday, August 31, 2023, and**
 - b. **required corrections must be completed by Saturday, September 16, 2023.**
- 5) In the event HCD fails to commence and make the required corrections within said time period, Leadville will direct HCD to stop work until corrections are made to the satisfaction of Leadville.

Please contact me with any questions.

Respectfully,

Chapin LaChance, AICP

Director of Community Development and Planning

City of Leadville

800 Harrison Avenue

Leadville, CO 80461

City of Leadville
Schedule of Sales Tax
Fiscal Years 2019 to 2023

Month Sales Tax Received by City	2019 City Sales Tax*	2020 City Sales Tax*	2021 City Sales Tax**	2022 City Sales Tax***	2023 City Sales Tax***
January	\$ 94,784	\$ 165,390	\$ 183,535	\$ 244,378	\$ 286,289
February	\$ 147,646	\$ 196,840	\$ 210,257	\$ 299,137	\$ 325,040
March	\$ 140,007	\$ 175,076	\$ 190,416	\$ 229,788	\$ 289,482
April	\$ 147,890	\$ 165,382	\$ 174,112	\$ 251,544	\$ 293,274
May	\$ 157,256	\$ 139,192	\$ 199,485	\$ 277,788	\$ 286,221
June	\$ 133,297	\$ 134,564	\$ 179,671	\$ 472,432	\$ 227,500
July	\$ 139,346	\$ 136,093	\$ 218,714	\$ 270,030	339,710.00
August	\$ 210,868	\$ 233,353	\$ 289,675	\$ 369,533	383,875.00
September	\$ 147,674	\$ 277,551	\$ 310,213	\$ 397,446	
October	\$ 234,053	\$ 250,181	\$ 328,378	\$ 410,305	
November	\$ 226,419	\$ 271,507	\$ 313,217	\$ 370,354	
December	\$ 179,277	\$ 216,743	\$ 266,868	\$ 289,428	
Totals:	\$ 1,958,517	\$ 2,361,872	\$ 2,864,541	\$ 3,882,165	\$ 2,431,391

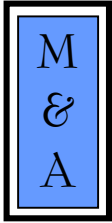
* Includes Retail Sales Tax, State Retail Marijuana Special Sales Tax, and Motor Vehicle Sales Tax

** Includes Retail Sales Tax, State Retail Marijuana Special Sales Tax, and Motor Vehicle Sales Tax **State Marijuana Sales Tax was \$60,816.85 - 2.1% of the]**

*** Includes Retail Sales Tax, Special Sales Tax, and Motor Vehicle Sales Tax **Does not include State Marijuana Sales Tax**

2023 City Sales Tax Budget	2023 Actual vs Budget (\$ Cumulative)	2023 Actual vs Budget (% Cumulative)
\$ 211,392	\$ 74,897	35.4%
\$ 262,326	\$ 137,610	29.0%
\$ 225,893	\$ 201,199	28.8%
\$ 227,011	\$ 267,462	28.9%
\$ 237,700	\$ 315,983	27.1%
\$ 282,629	\$ 260,854	18.0%
\$ 234,770	\$ 365,794	21.8%
\$ 338,992	\$ 410,677	20.3%
\$ 348,041	\$ 62,636	2.6%
\$ 375,701	\$ (313,065)	-11.4%
\$ 362,976	\$ (676,041)	-21.8%
\$ 292,568	\$ (968,609)	-28.5%
\$ 3,400,000	\$ (968,609)	-28.5%

Total Number



MCMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, Avon, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCPA.COM

To the Honorable Mayor and City Council Leadville, Colorado

We have audited the financial statements of City of Leadville, Colorado (the "City") for the year ended December 31, 2022. Professional standards require that we provide you with the following information related to our audit.

Qualitative Aspects of Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Leadville, Colorado are described in the Notes to the Financial Statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimated useful lives for depreciation on fixed assets: Management's estimate of is based on industry practice and experience. We evaluated the key factors and assumptions used to develop the useful lives used in determining depreciation and found that it is reasonable in relation to the financial statements taken as a whole.
- Estimated Net Pension Asset/Liability and Pension-Related Deferred Inflows/Outflows: These estimates are based on actuarial calculations and assumptions provided by the Fire and Police Pension Association of Colorado.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements prior to finalization of the 2022 audited financial statements.

Member: American Institute of Certified Public Accountants

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

As is required in an audit engagement we have requested certain representations from management that are included in the management representation letter.

Recommendations

In planning and performing our audit of the City's financial statements as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control. Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Town's internal control to be a material weakness.

Leadville Urban Renewal Authority ("LURA") Cash Account

We noted that the LURA opened a bank account separate from the City and began depositing funds into the bank account, as well as paying expenses. As the bank account was opened separately, the deposits and expenses of the account are not under the controls of the finance department of the City. We strongly recommend that the City maintain control of the bank account and accounting transactions, or require that separate accounting transactions and controls are implemented by the appropriate outside parties, and all records and reconciliations are then provided to the City annually.

Other Recommendations

In 2018, the City signed a promissory note with the LURA for balances owed to the City of \$110,000, and was later amended in 2019 to \$185,418, with a promise to pay the note by December 31, 2021. Currently, the balance owed to the City is \$327,698, an increase of \$142,280 from the amount of the promissory note. We recommend that the City amend the promissory note for the total amount due and budget for repayment of this balance.

Governmental Accounting Standards Board Statement 96:

Financial reporting standards for the City are promulgated by the Governmental Accounting Standards Board ("GASB"), which has issued Statement No. 96, *Subscription-Based Information Technology Arrangements* ("GASB 96"). GASB 96 requires recognition of certain right-to-use subscription assets and corresponding subscription liabilities. GASB 96 is effective for reporting periods beginning after June 15, 2022 so the City's financial statements as of and for the year ending December 31, 2023 must reflect the changes imposed by this new reporting standard.

We will work with you to support implementation of this new standard and the related presentation considerations over the coming years.

This report is intended solely for the information and use of the Mayor, City Council, management, and others within the organization and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

McMahan and Associates, L.L.C.
Avon, CO

**City of Leadville, Colorado
Financial Statements
December 31, 2022**



**City of Leadville, Colorado
Financial Statements
December 31, 2022**

Table of Contents

	Page
INDEPENDENT AUDITOR'S REPORT	A1 – A3
Management’s Discussion and Analysis	B1 – B6
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position	C1
Statement of Activities	C2
Fund Financial Statements:	
Balance Sheet - Governmental Funds	C3
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position	C4
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	C5
Reconciliation of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	C6
Statement of Fiduciary Net Position – Fiduciary Fund	C7
Statement of Changes in Fiduciary Net Position - Fund	C8
Notes to the Financial Statements	D1 – D30
Required Supplementary Information:	
Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget (GAAP Basis) and Actual:	
General Fund	E1 – E2
Conservation Trust Fund	E3
Fire Operations Fund	E4
Accommodations Tax Fund	E5
Leadville Urban Renewal Authority Fund	E6
Schedule of the City’s Proportionate share of Net Pension (Asset) Liability, Statewide Defined Benefit Plan - Fire and Police Pension Association of Colorado	E7
Schedule of City Contributions, Statewide Defined Benefit Plan - Fire and Police Pension Association of Colorado	E8

**City of Leadville, Colorado
Financial Statements
December 31, 2022**

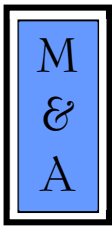
Table of Contents (continued)

Required Supplementary Information (continued):

Schedule of Changes in Net Pension (Asset) Liability Fire “Old Hire” Plan - Fire and Police Pension Association of Colorado	E9
Schedule of City Contributions, “Old Hire” Plan - Fire and Police Pension Association of Colorado	E10
Notes to Required Supplementary Information	E11 – E13

Supplementary Information:

Local Highway Finance Report	F1 – F2
------------------------------	---------



CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCPA.COM

INDEPENDENT AUDITOR'S REPORT

**To the Mayor and City Council
City of Leadville, Colorado**

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City of Leadville, Colorado (the "City"), as of and for the year ended December 31, 2022, which collectively comprise the City's basic financial statements as listed in the Table of Contents, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Leadville, as of December 31, 2022 and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of City of Leadville and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City of Leadville's management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are issued.

Member: American Institute of Certified Public Accountants

PAUL J. BACKES, CPA, CGMA
MICHAEL N. JENKINS, CA, CPA, CGMA
MATTHEW D. MILLER, CPA

AVON: (970) 845-8800
ASPEN: (970) 544-3996
FRISCO: (970) 668-3481

**INDEPENDENT AUDITOR'S REPORT
To the Mayor and City Council
City of Leadville, Colorado**

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

U.S. GAAP require that the Management's Discussion and Analysis in Section B, the Schedule of City's Proportionate Share of the Net Pension Liability (Asset), the Schedule of City Contributions, and the Notes to the Required Supplementary Information in Section E be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**INDEPENDENT AUDITOR'S REPORT
To the Mayor and City Council
City of Leadville, Colorado**

Required Supplementary Information (continued)

The budgetary comparison information in section E is not a required part of the basic financial statements but is supplementary information required by U.S. GAAP. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements as a whole. The *Local Highway Finance Report* listed in the accompanying table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. The *Local Highway Finance Report* is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**McMahan and Associates, L.L.C.
Avon, Colorado**

MANAGEMENT'S DISCUSSION AND ANALYSIS



City of Leadville, Colorado Management's Discussion and Analysis December 31, 2022

As management of the City of Leadville, Colorado, (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2022.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements include three components: 1) government-wide financial statements; 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements: The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all City assets and deferred outflows of resource and liabilities (both short-term and long-term) and deferred inflows of resources, with the difference between reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave). The Statement of Activities focuses on long-term economic resources and is reported on a full accrual basis.

The Statement of Activities identifies functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the City include general government, public safety, judicial (court), public works (streets and maintenance), and parks and recreation.

The government-wide financial statements include not only the City itself (known as the primary government), but also the legally separate Leadville Urban Renewal Authority (the "LURA"). The LURA is reported as a blended component unit of the City (as a special revenue fund).

The government-wide financial statements can be found on pages C1 and C2 of this report.

Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City are governmental funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Reconciliations are provided on pages C4 and C6 to facilitate this comparison between governmental funds and governmental activities.

Overview of the Financial Statements (continued)

Fund Financial Statements (continued): The City maintains three individual governmental funds, all of which are considered to be major funds. Information is presented separately for each fund in the governmental fund Balance Sheet and in the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances. Basic governmental fund financial statements can be found on pages C3 and C5 of this report.

The City adopts annual appropriated budgets for all governmental funds. A budgetary comparison schedule has been provided for the General, Conservation Trust, Fire Operations Funds, and the Leadville Urban Renewal Authority, a blended component unit, to demonstrate compliance with State budget statutes. These budgetary comparison schedules are found in section E of this report.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The Notes to the Financial Statements can be found in Section D of this report.

Government-wide Financial Analysis:

The following chart shows the City's assets, liabilities, and net position at December 31, 2022 and 2021:

	Governmental Activities	
	2022	2021
Assets:		
Current and other assets	\$ 6,454,326	\$ 4,888,897
Capital assets, net	6,207,154	4,685,239
Total Assets	12,661,480	9,574,136
 Deferred Outflows of Resources:		
Pension related deferred outflows	483,039	516,095
Total Deferred Outflows of Resources	483,039	516,095
 Liabilities:		
Other liabilities	1,161,826	557,131
Long-term liabilities	1,271,954	920,686
Total Liabilities	2,433,780	1,477,817
 Deferred Inflows of Resources:		
Pension related deferred inflows	502,993	326,325
Unavailable revenue	776,103	803,081
Total Deferred Inflows of Resources	1,279,096	1,129,406
 Net Position:		
Net investment in capital assets	4,783,340	3,703,359
Restricted	897,172	482,826
Unrestricted	3,751,131	3,296,823
Total Net Position	\$ 9,431,643	\$ 7,483,008

Total assets of the City increased \$3,087,344 during the past year. Cash and investments increased \$768,680 during the past year and corresponds to the change in fund balance offset by the increase in receivables and the decrease in non-pension liabilities. Capital assets increased by \$1,521,915 during the past year. This net increase in capital assets approximates capital additions of \$3,964,333 less disposals and transfers of \$1,930,725 and depreciation of \$651,693.

Government-wide Financial Analysis: (continued)

Capital asset additions during the past year were related primarily to the purchase of equipment and vehicles fire and street departments, and workforce housing. Total liabilities of the City increased \$955,963 from the previous year. This increase is primarily attributed to operating leases new in 2022.

Long-term liabilities are comprised of accrued compensated absences and capital leases. Accrued compensated absences increased \$43,710 between 2021 and 2022. Another change to liabilities is the net pension liability which decreased \$369,742.

Approximately 51% of the City's net position reflects its investment in capital assets (i.e. land, infrastructure, buildings, vehicles, and equipment less accumulated depreciation and related debt), representing a 29% increase from 2021. The City uses these assets to provide services to its citizens. Accordingly, these assets are not an available source for payment of future spending. Of the remaining net position of \$4,648,303, \$213,000, \$666,351, and \$17,821 has been restricted for emergencies, net pension assets, and recreation, respectively. The remaining balance of \$3,751,131 may be used to meet the City's ongoing obligations relating to its operations.

Consistent with the prior year, the City is able to report positive balances in all three categories of net position.

The following chart summarizes financial information relating to the City's Statement of Activities:

	Governmental Activities	
	2022	2021
Revenues:		
Program revenues:		
Charges for services	\$ 667,562	\$ 465,831
Operating grants and contributions	2,506,783	1,665,323
Capital grants and contributions	578,803	535,619
General revenues:		
Property taxes	840,694	703,480
Sales taxes	3,882,165	2,803,725
Other taxes	776,852	351,377
Gain on disposal of capital assets	-	4,000
Interest and other revenue	261,149	52,702
Total Revenues	9,514,008	6,582,057
Expenses:		
General government	2,377,544	1,257,137
Cultural enhancement	260,618	188,613
Judicial	34,622	34,086
Parks and recreation	65,157	38,739
Public safety	3,486,893	2,581,199
Public works	1,340,539	807,683
Total Expenses	7,565,373	4,907,457
Change in Net Position	1,948,635	1,674,600
Net Position - Beginning	7,483,008	5,808,408
Net Position - Ending	\$ 9,431,643	\$ 7,483,008

Government-wide Financial Analysis: (continued)

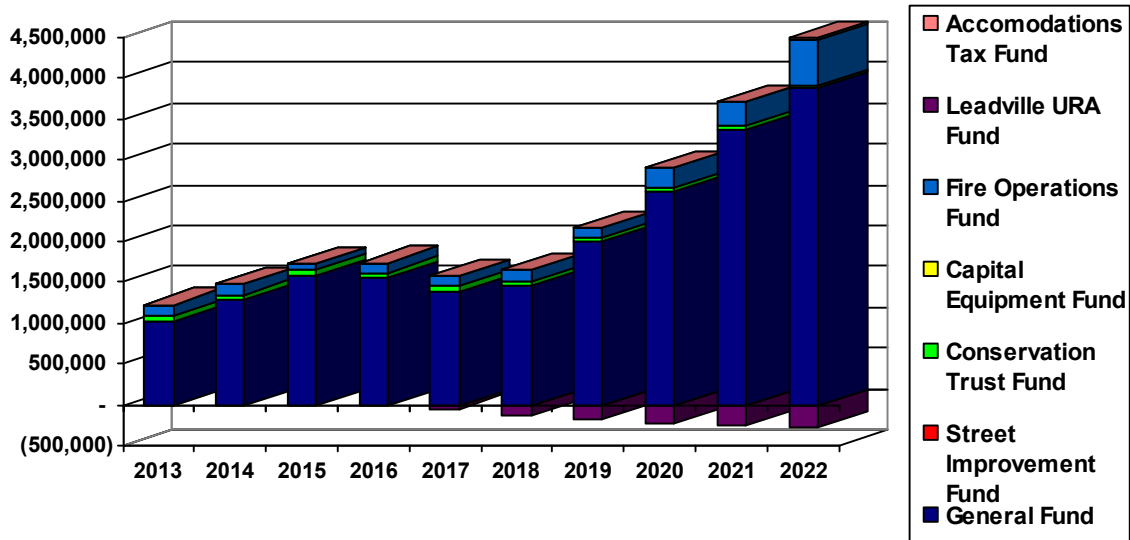
The City's net position increased \$1,948,635 during 2022. Key elements of the change in net position are as follows:

- Sales tax and property tax revenues increased \$1,078,440 and \$140,234, respectively due to favorable economic conditions.
- Total operating grants increased \$832,342.
- Overall expense increased \$2,651,818, which is mainly attributable to an increase in general public safety expenses related to operating grant reimbursed fire fighting expenses in public safety, and increases in government grant expenditures to local business.

Financial Analysis of the City's Funds

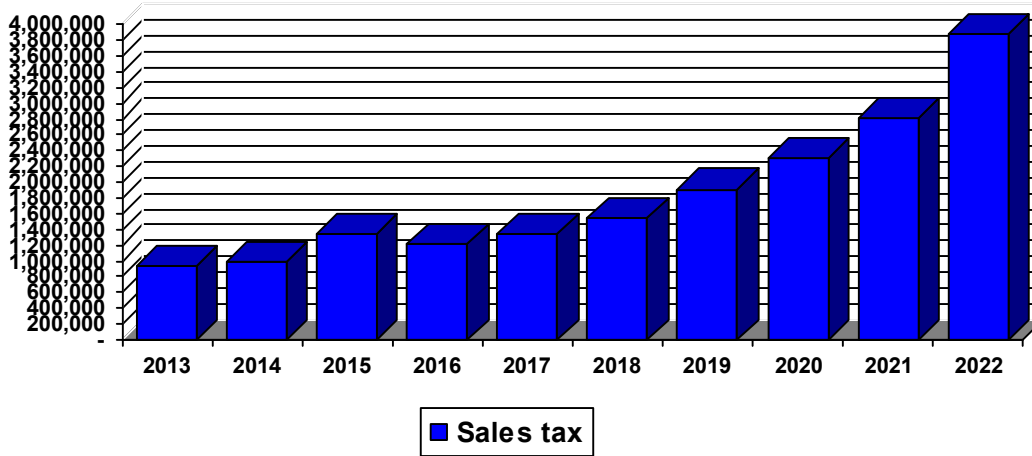
Governmental Funds: The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$4,217,208, an increase of \$752,346 from the prior year ending fund balances. Unassigned balances at December 31, 2022 were equal to 29% of aggregate 2022 expenditures, which represents a 8% decrease from the percentage reported for 2021. Aggregate City fund balances for the past ten years are presented in graph below. Note in 2011 the Capital Equipment and Street Improvement Funds were closed into the General Fund due to reporting requirements.



Financial Analysis of the City's Funds (continued)

Sales Tax: The City's main funding source is sales tax. An increase in sales tax from 2021 of \$1,078,440 was primarily due to an improved economy following the COVID-19 pandemic. The following chart indicates changes in the sales taxes.



Budget Variances in the General Fund: As mentioned on page B2 of this analysis, the City uses fund accounting to ensure and demonstrate compliance with State budget statutes. Significant variances between final budget and actual amounts for the General Fund were as follows:

Account	Variance Positive (Negative)	Reason
Revenues:		
Sales tax	1,482,165	Conservative budgeting for revenue.
Other taxes	183,536	Severance tax distribution increased.
Reimbursements	240,608	Reimbursements for paving projects not budgeted.
Donations and contributions	(383,882)	Budgeted for full grant awarded and Tabor Opera renovation is still underway.
Expenditures:		
General government - general operating	488,934	Certain budgeted expenditures included in this line, while actual expenditures are in <i>Capital outlay</i> line; also conservative spending and budgeting.
Capital outlay	(1,919,637)	Budgeted expenditures are in the <i>General government - general operating</i> line and unbudgeted lease expenditures.
Lease proceeds	267,712	Unbudgeted equipment lease proceeds.

Capital Assets and Debt Administration

Capital Assets: The City's capital assets increased by approximately \$1,521,915 during the past fiscal year. Additional information as well as a detailed classification of the City's capital assets can be found in the Notes to the Financial Statements in section D of this report.

Long-term Debts: The City's long-term debt obligations increased \$351,268 from December 31, 2021, excluding the changes in balances due within one year. This change is detailed by a decrease of the net pension liability of approximately \$214,560, a decrease in accrued compensated absences of approximately \$369,742, and a net increase in operating leases of \$441,934 due to an increase in \$852,939 in leases less \$411,005 in principal payments. Additional information can be found in the Notes to the Financial Statements on section D of this report.

Economic Factors and Next Year's Budget:

The City's General Fund balance at the end of the current fiscal year was \$3,882,521. The City's 2023 General Fund budget does not anticipate use of beginning fund balance.

Request for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Leadville, City Treasurer, 800 Harrison Avenue, Leadville, Colorado 80461.

GOVERNMENT-WIDE FINANCIAL STATEMENTS



City of Leadville, Colorado
Statement of Net Position
Governmental Activities
December 31, 2022

Assets:

Cash and Cash Equivalents:	
Unrestricted	3,185,089
Restricted	77,064
Receivables, net:	
Property taxes	776,103
Other	315,657
Intergovernmental	1,187,362
Prepaid expenses	246,700
Net Pension Assets:	
Cost share plan - Fire	451,607
Cost share plan - Police	214,744
Capital Assets, not being depreciated	216,779
Depreciable capital assets, net	5,990,375
Total Assets	12,661,480

Deferred Outflows of Resources:

Pension related deferred outflows:	
Cost share plan - Fire	304,957
Cost share plan - Police	156,428
Agent plan - Fire "Old Hire"	17,285
Total Deferred Outflows of Resources	478,670

Liabilities:

Accounts payable	242,248
Accrued payroll	77,095
Unearned grant revenue:	471,983
Deposits	3,338
Accrued compensated absences:	
Due in more than one year	128,418
Operating lease payable:	
Due within one year	367,162
Due in more than one year	1,056,652
Net Pension Liability:	
Due in more than one year	
Agent plan - Fire "Old Hire"	86,884
Total Liabilities	2,433,780

Deferred Inflows of Resources:

Pension related deferred inflows:	
Cost share plan - Fire	335,249
Cost share plan - Police	163,375
Unavailable property tax revenue	776,103
Total Deferred Inflows of Resources	1,274,727

Net Position:

Net investment in capital assets	4,783,340
Restricted for emergencies	213,000
Restricted for net pension assets	666,351
Restricted for recreation	17,821
Unrestricted	3,751,131
Total Net Position	9,431,643

The accompanying notes are an integral part of these financial statements.

**City of Leadville, Colorado
Statement of Activities
For the Year Ended December 31, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Change in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Governmental activities:					
General government	2,377,544	186,884	381,534	-	(1,809,126)
Cultural enhancement	260,618	-	143,294	578,803	461,479
Judicial	34,622	829	-	-	(33,793)
Parks and recreation	65,157	-	33,598	-	(31,559)
Public safety	3,486,893	461,849	1,699,532	-	(1,325,512)
Public works	1,340,539	18,000	248,825	-	(1,073,714)
Total Governmental Activities	<u>7,565,373</u>	<u>667,562</u>	<u>2,506,783</u>	<u>578,803</u>	<u>(3,812,225)</u>
		General Revenues:			
		Sales taxes			3,882,165
		Property taxes			840,694
		Specific ownership taxes			67,615
		Franchise taxes			180,909
		Accomodations tax			215,992
		Other taxes			312,336
		Interest earnings			3,536
		Miscellaneous revenues			<u>257,613</u>
		Total General Revenues and Special Item			<u>5,760,860</u>
		Change in Net Position			1,948,635
		Net Position - Beginning			<u>7,483,008</u>
		Net Position - Ending			<u>9,431,643</u>

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS



City of Leadville, Colorado
 Balance Sheet
 Governmental Funds
 December 31, 2022

	General	Conservation Trust	Fire Operations	Accommodations Tax	Leadville Urban Renewal Authority	Total Governmental Funds
Assets:						
Cash and Cash Equivalents:						
Unrestricted	3,009,816	18,112	31,174	79,653	46,334	3,185,089
Restricted	77,064	-	-	-	-	77,064
Property taxes assessed but not collectible until subsequent year	776,103	-	-	-	-	776,103
Other receivables	100,705	-	214,952	-	-	315,657
Due from other Governments	616,046	-	558,344	-	12,973	1,187,363
Due from other funds	745,908	-	-	-	-	745,908
Prepaid expenses	-	-	246,700	-	-	246,700
Total Assets	5,325,642	18,112	1,051,170	79,653	59,307	6,533,884
Liabilities and Fund Balances:						
Liabilities:						
Accounts payable	139,239	273	23,545	67,128	12,064	242,249
Accrued payroll	52,458	18	24,619	-	-	77,095
Due to other funds	-	-	418,210	-	327,698	745,908
Unearned grant revenue	471,983	-	-	-	-	471,983
Deposits	3,338	-	-	-	-	3,338
Total Liabilities	667,018	291	466,374	67,128	339,762	1,540,573
Deferred Inflows of Resources:						
Unavailable property tax revenue	776,103	-	-	-	-	776,103
Total Deferred Inflow of Resources	776,103	-	-	-	-	776,103
Fund Balances:						
Unspendable						
Prepaid expenses	-	-	246,700	-	-	246,700
Restricted for:						
Emergencies	213,000	-	-	-	-	213,000
Recreation	-	17,821	-	-	-	17,821
Committed for:						
Capital equipment repair and replacement	-	-	237,574	-	-	237,574
Program and training costs	-	-	347,222	-	-	347,222
Assigned for:						
Paving	300,000	-	-	-	-	300,000
Animal shelter capital improvements	30,007	-	-	-	-	30,007
Affordable housing	-	-	-	12,525	-	12,525
Unassigned:	3,339,514	-	(246,700)	-	(280,455)	2,812,359
Total Fund Balances	3,882,521	17,821	584,796	12,525	(280,455)	4,217,208
Total Liabilities, Deferred Inflows of Resources and Fund Balances	5,325,642	18,112	1,051,170	79,653	59,307	6,533,884

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position December 31, 2022

Governmental Funds Total Fund Balance		4,217,208
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Capital assets - cost	11,197,506	
Less accumulated depreciation	<u>(4,990,352)</u>	6,207,154
Other long-term assets and deferred outflows of resources are not available for current period expenditures and, therefore, are not reported in the funds.		
Net Pension Assets:		
Cost Share Plan - Fire	451,607	
Cost Share Plan - Police	<u>214,744</u>	666,351
Deferred Outflows of Resources:		
Cost Share Plan - Fire	304,957	
Cost Share Plan - Police	156,428	
Agent - Fire "Old Hire"	<u>21,654</u>	483,039
Long-term liabilities and deferred outflows are not due and payable in the current period, and therefore are not reported in the funds.		
Net Pension Liabilities:		
Agent - Fire "Old Hire"	<u>(86,884)</u>	(86,884)
Deferred inflows of resources:		
Cost Share Plan - Fire	(335,249)	
Cost Share Plan - Police	(163,375)	
Agent - Fire "Old Hire"	<u>(4,369)</u>	(502,993)
Accrued compensated absences	(128,418)	
Debt payable	<u>(1,423,814)</u>	<u>(1,552,232)</u>
Net Position of Governmental Activities		<u><u>9,431,643</u></u>

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2022

	General	Conservation Trust	Fire Operations	Accommodations Tax	Leadville Urban Renewal Authority	Total Governmental Funds
Revenues:						
Taxes	5,284,705	-	-	215,992	60,815	5,561,512
Licenses and permits	55,372	-	-	-	-	55,372
Intergovernmental revenue	1,411,310	33,598	1,394,460	-	-	2,839,368
Charges for services	63,105	-	422,883	32,356	-	518,344
Fines and forfeitures	12,251	-	-	-	-	12,251
Investment income	3,308	150	78	-	-	3,536
Donations and contributions	217,618	-	32,930	-	-	250,548
Other grants	4,552	-	-	-	-	4,552
Other income	259,408	-	-	-	9,118	268,526
Total Revenues	7,311,629	33,748	1,850,351	248,348	69,933	9,514,009
Expenditures:						
General government	1,924,445	-	-	235,823	98,495	2,258,763
Cultural enhancement	182,542	-	-	-	-	182,542
Judicial	34,622	-	-	-	-	34,622
Parks and recreation	-	65,154	-	-	-	65,154
Public safety	1,298,047	-	2,234,389	-	-	3,532,436
Public works	631,642	-	-	-	-	631,642
Capital outlay	2,255,706	-	198,274	-	-	2,453,980
Debt Service:						
Principal	219,600	-	191,405	-	-	411,005
Interest	34,532	-	9,976	-	-	44,508
Total Expenditures	6,581,136	65,154	2,634,044	235,823	98,495	9,614,652
Excess (Deficiency) of Revenues Over Expenditures	730,493	(31,406)	(783,693)	12,525	(28,562)	(100,643)
Other Financing Sources (Uses):						
Transfers in	-	-	483,944	-	-	483,944
Transfers (out)	(483,944)	-	-	-	-	(483,944)
Sale of capital assets	50	-	-	-	-	50
Lease proceeds	267,712	-	585,227	-	-	852,939
Total Other Financing Sources (Uses)	(216,182)	-	1,069,171	-	-	852,989
Net Change in Fund Balances	514,311	(31,406)	285,478	12,525	(28,562)	752,346
Fund Balances - Beginning	3,368,210	49,227	299,318	-	(251,893)	3,464,862
Fund Balances - Ending	3,882,521	17,821	584,796	12,525	(280,455)	4,217,208

The accompanying notes are an integral part of these financial statements.

City of Leadville, Colorado
Reconciliation of Revenues, Expenditures and Changes in Fund Balances
of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2022

Net Change in Fund Balances - Total Governmental Funds		752,346
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay was exceeded depreciation expense.</p>		
Capitalized expenditures	2,283,608	
Depreciation expense	<u>(651,693)</u>	1,631,915
<p>The net effect of miscellaneous transaction involving capita assets (i.e. sales, trade-ins, and donations is a decrease to net position.</p>		
		(110,000)
<p>The issuance of long-term debt (i.e. capital leases) provides current financial resources to the governmental funds, however this transaction has no effect on net assets. This is the amount of capital lease proceeds.</p>		
		(852,939)
<p>The repayment of principal on long-term debt consumes the current financial resources of governmental funds. This is the amount of principal repayments reported in the governmental funds.</p>		
		411,005
<p>Changes in the District's net pension liability/asset reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This is the change in the District's net pension liability/asset during the year, including difference between the City's contributions to the pension plan and amortization of pension-related deferrals</p>		
Cost share plan - Fire	126,442	
Cost share plan - Police	44,979	
Agent plan - Fire "Old Hire"	<u>(11,403)</u>	160,018
<p>Some expenses reported in the Statement of Activities do not require the use of current financial resources. This is the change compensated absences.</p>		
		<u>(43,710)</u>
Change in Net Position of Governmental Activities		<u><u>1,948,635</u></u>

The accompanying notes are an integral part of these financial statements.

City of Leadville, Colorado
Statement of Fiduciary Net Position
High Country Developers
December 31, 2022

Assets:	Custodial Funds
Cash and cash equivalents	29,462
Receivable	<u>208,475</u>
Total Assets	<u>237,937</u>
Liabilities:	
Funds held for others	<u>237,937</u>
Total Liabilities	<u>237,937</u>
Net Position:	
Net position	<u><u>-</u></u>

The accompanying notes are an integral part of these financial statements.

**City of Leadville, Colorado
Statement of Changes in
Fiduciary Net Position
High Country Developers
For the Year Ended December 31, 2022**

	Custodial Funds
Additions:	
Funds held for others	<u>391</u>
Total Additions	<u>391</u>
Deductions:	
Funds held for others	<u>391</u>
Total Deductions	<u>391</u>
Net increase (decrease) in fiduciary net position	-
Net Position - Beginning	<u>-</u>
Net Position - Ending	<u><u>-</u></u>

NOTES TO THE FINANCIAL STATEMENTS



**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022**

I. Summary of Significant Accounting Policies

The financial statements of the City of Leadville (the "City") have been prepared in conformity with generally accepted accounting principles ("GAAP") as applied to government units. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the government's accounting policies are described below.

A. Reporting Entity

The City is incorporated under the laws of the State of Colorado and operates under an elected Mayor-Council form of government. The financial statements of the reporting entity include those of the City (the primary government) and any component units for which the City is financially accountable. The City is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of that organization's governing body, if it is able to impose its will on that organization, or if there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City. Consideration is also given to other organizations that are fiscally dependent upon the City; that is, organizations that are unable to adopt a budget, levy taxes, or issue debt without approval by the City. Finally, organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

The City's blended component unit is the Leadville Urban Renewal Authority (the "LURA") is a separate entity created under Colorado Urban Renewal Law to provide for acquisition, clearance, rehabilitation, conservation, development, or redevelopment of property in the interest of public health, safety, morals, or welfare of the residents of the City. The boundaries of the LURA shall be coterminous with those of the City. The LURA will consist of eleven members as follows: the City's Mayor and council members, an at large member appointed by the Mayor, plus one appointed member each from the Lake County Board of County Commissioners and the Lake County School District, with the final seat filled by a member appointed to represent the special districts levying a mill levy with the City. For financial reporting purposes, the LURA is blended into the City's financial statements and is reported in a single special revenue fund as a blended component unit. A separate budget is adopted for the LURA, however separate financial statements of the LURA are not issued.

B. Government-wide and Fund Financial Statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's individual funds).

1. Government-wide Financial Statements

The government-wide financial statements report information on all non-fiduciary activities of the City and categorize primary activities as either governmental or business-type. The City's governmental activities include general government, public safety, judicial (court), public works (streets and maintenance) and parks and recreation. The City does not have any business-type activities. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements (continued)

1. Government-wide Financial Statements (continued)

In the government-wide Statement of Net Position, the governmental activities columns are (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net position is reported in three parts: net investment in capital assets, net of related debt; restricted net position, and unrestricted net position.

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions (public safety, public works, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function (public safety, public works, etc.).

Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. The net costs (by function) are mostly supported by general revenues (property and sales taxes, interest income, etc.).

The government-wide focus is on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

2. Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that is comprised of its assets, liabilities, reserves, fund equity, revenues, and expenditures/expenses. The fund focus is on current available resources and budget compliance.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Conservation Trust Fund* accounts for lottery proceeds required to be expended solely on park and recreation improvements.

The *Fire Operations Fund* accounts for the City's revenue and expenditures relating to the Fire Department operations.

The *Accommodations Tax Fund* accounts for the City's Accommodations tax collections and expenditures for community housing.

The *Leadville Urban Renewal Fund* (the "LURA") accounts for the receipt of tax increment revenues and the activities of redevelopment that are undertaken by the LURA, including issuing debt and constructing public improvements.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

1. Long-term Economic Focus and Accrual Basis

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

The government-wide financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter (60 days) to be used to pay liabilities of the current period. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt, if any, is recognized when due.

3. Financial Statement Presentation

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided; 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

D. Financial Statement Accounts

1. Cash, Cash Equivalents, and Investments

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within 3 months of the date acquired by the City.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

1. Cash, Cash Equivalents, and Investments (continued)

The City's follows Colorado Revised Statutes which permit investments in the following type of obligations:

- U.S. Treasury Obligations (maximum maturity of 60 months)
- Federal Instrumentality Securities (maximum maturity of 60 months)
- FDIC-insured Certificates of Deposit (maximum maturity of 60 months)
- Corporate Bonds (maximum maturity of 60 months)
- Prime Commercial Paper (maximum maturity of 60 months)
- Eligible Bankers Acceptances
- Repurchase Agreements
- General Obligations and Revenue Obligations
- Local Government Investment Pools
- Money Market Mutual Funds

Investments are stated at fair market value. The City does not currently hold any investments which require fair market valuation.

2. Receivables

Receivables are reported net of an allowance for uncollectible accounts. The City uses the allowance method for recognizing the potential uncollectibility of delinquent accounts receivable. At December 31, 2022, no allowance has been established, as all amounts are considered collectible.

3. Property Taxes

Property taxes are assessed in one year as a lien on the property, but not collected by the governmental units until the subsequent year. In accordance with GAAP, the assessed but uncollected property taxes have been recorded as a receivable and as deferred revenue.

4. Capital Assets

Capital assets, which include land, infrastructure, buildings, equipment, and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the City as assets with an estimated useful life in excess of two years with an initial cost of \$5,000 or more. Purchased assets are recorded at historical cost. Donated capital assets are recorded at acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Interest incurred during the construction phase is expensed as incurred.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

4. Capital Assets (continued)

Buildings, equipment and vehicles and infrastructure are depreciated using the straight-line method over the following estimated useful lives:

<u>Capital Assets</u>	<u>Years</u>
Buildings	30
Equipment and vehicles	3 - 30
Infrastructure	15 - 20

5. Leases Payable

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

6. Compensated Absences

For governmental funds, vested and accumulated vacation and sick leave that is expected to be liquidated with expendable available financial resources, is reported as expenditures and a fund liability of the governmental fund that will pay it. Vested and accumulated vacation and sick leave not expected to be liquidated with expendable available financial resources are not reported in the governmental fund financial statements. However, these amounts are reported in the government-wide financial statements.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

6. Compensated Absences (continued)

In accordance with the provisions of GASB Statement No. 16, *Accounting for Compensated Absences*, no liability is recorded for non-vesting accumulating rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulating sick leave benefits that it is estimated to be paid upon termination.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualifies for reporting in this category at December 31, 2022 deferred outflows of resources related to its pension obligations which are further described at Notes IV.F.1. and IV.F.2.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualify for reporting in this category. Revenue from property taxes, and pension related items are deferred and recognized as an inflow from resources in the period that the amounts become available. For further details, on the collective deferred inflows related to the City's pension obligations, see Notes IV.F.1. and IV.F.2.

8. Pensions

The City participates in the Statewide Defined Benefit Plan (the "SWDB Plan") administered by the Fire and Police Pension Association of Colorado (the "FPPA"). The SWDB Plan is a cost-sharing multiple-employer defined benefit plan. The City also sponsors the firefighter "old hire" single employer defined benefit agent plan. The net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the plans have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. Fund Balance

The City classifies governmental fund balances as follows:

Non-spendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

9. Fund Balance (continued)

Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority which is the City Council.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the City Council or its management designee.

Unassigned - includes residual positive fund balance within the General Fund which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The City uses restricted amounts first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City first uses committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

10. Interfund Transactions

Quasi-external transactions are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures or expenses initially made from it that are properly applicable to another fund, are recorded as expenditures or expenses in the reimbursing fund and as reductions of expenditures or expenses in the fund that is reimbursed. All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers.

11. Restricted Assets

Certain resources of the City are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable agreements.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

I. Summary of Significant Accounting Policies (continued)

E. Significant Accounting Policies

1. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the City's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

2. Restricted and Unrestricted Resources

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

II. Reconciliation of Government-wide and Fund Financial Statements

A. Explanation of certain differences between the governmental fund Balance Sheet and the government-wide Statement of Net Position

These financial statements include a reconciliation between the total fund balances of all governmental funds as presented on the Governmental Funds Balance Sheet and the net position of governmental activities as reported in the government-wide Statement of Net Position. Additionally, these financial statements include a reconciliation between the total net change in fund balances of all governmental funds as presented on the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances and the change in net position of governmental activities as reported in the government-wide Statement of Activities.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

III. Stewardship, Compliance, and Accountability

A. Budgetary Information

Budgets are adopted on a basis consistent with GAAP. Annual appropriations are adopted for all funds. Expenditures may not legally exceed appropriations at the fund level. All appropriations lapse at year-end.

As required by Colorado Statutes, the City followed the required timetable noted below in preparing, approving, and enacting its budget for 2022:

1. For the 2022 budget year, prior to August 25, 2021, the County Assessor sent to the City an assessed valuation of all taxable property within the City's boundaries. The County Assessor may change the assessed valuation on or before December 15, 2021, only once by a single notification to the City.
2. The Mayor, or other qualified person appointed by the Council, submitted to the Council, on or before October 15, 2021, a recommended budget which detailed the necessary property taxes needed along with other available revenues to meet the City's operating requirements.
3. Prior to December 15, 2021, a public hearing was held for the budget, the Council certified to the County Commissioners a levy rate that derived the necessary property taxes as computed in the proposed budget, and the Council adopted the proposed budget and an appropriating resolution that legally appropriated expenditures for the upcoming year.
4. After a required publication of "Notice of Proposed Budget", the City adopted the proposed budget and a resolution that legally appropriated expenditures for the upcoming year.
5. After adoption of the budget resolution, the City may make the following changes: a) it may transfer appropriated money between funds; b) it may approve supplemental appropriations to the extent of revenues in excess of estimated revenues in the budget; c) it may approve emergency appropriations, and d) it may reduce appropriations for which originally estimated revenues are insufficient.

Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2021 were collected in 2022 and taxes certified in 2022 will be collected in 2023. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (no later than April 30th) or two equal installments (not later than February 28th and June 15th) without interest or penalty. Taxes that are not paid within the prescribed time bear interest at the rate of one percent (1%) per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16th.

For the year ended December 31, 2022, the City reported expenditures in excess of appropriations for the following funds:

<u>Fund</u>	<u>Budget</u>	<u>Actual</u>	<u>Over Budget</u>
General Fund	\$ 5,754,282	\$ 7,065,079	\$ 1,310,797
Conservation Trust Fund	53,592	65,154	11,562
Fire Operations Fund	2,074,583	2,634,043	559,460
Urban Renewal Authority	25,000	98,495	73,495

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

III. Stewardship, Compliance, and Accountability (continued)

B. TABOR Amendment

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20, commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax, and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government. Any revenues earned in excess of the fiscal year spending limit must be refunded in the next fiscal year unless voters approve retention of such excess revenue.

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. The reserve is calculated at 3% of fiscal year spending. Fiscal year spending excludes bonded debt service and enterprise spending. The City has reserved \$213,000 for TABOR, which is the approximate required reserve at December 31, 2022.

On November 7, 2017, the City's voters approved the following ballot question:

"Without creating any new tax or increasing any current taxes, shall the city of Leadville be permitted to retain and spend city revenues derived from any and all sources in excess of the spending or other limitations set forth in Article X, Section 20 of the Colorado Constitution or in Section 29-1-301 of the Colorado Revised Statutes, beginning with revenues received in 2017, such excess revenues to be used for any and all municipal purposes?"

The City believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits and qualification as an enterprise, will require judicial interpretation.

City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)

IV. Detailed Notes on all Funds

A. Deposits and Investments

The City’s deposits are entirely covered by the Federal Deposit Insurance Corporation (“FDIC”) or by collateral held under Colorado’s Public Deposit Protection Act (“PDPA”). The FDIC insures the first \$250,000 of the City’s deposits at each financial institution. Deposit balances over \$250,000 are collateralized as required by PDPA. The carrying amount of the City’s cash was \$3,291,615 at year end. The City had the following cash and investments with the following maturities at December 31, 2022:

	Standard & Poors Rating	Carrying Amounts	Maturities	
			Less than one year	Less than five years
<i>Deposits:</i>				
Petty Cash	Not rated	\$ 380	\$ 380	\$ -
Checking	Not rated	3,222,521	3,222,521	-
Non-negotiable Certificate of deposit	Not rated	68,714	-	68,714
		<u>\$ 3,291,615</u>	<u>\$ 3,222,901</u>	<u>\$ 68,714</u>

The City has no investments that meet the fair value requirements.

Interest Rate Risk - As a means of limiting its exposure to interest rate risk, the City coordinates its investment maturities closely to match cash flow needs and restricts the maximum investment term to less than five years from the purchase date.

Credit Risk - Colorado statutes specify instruments in which local governments may invest. The City’s general investment policy is to apply the prudent-person rule; Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and, in general, avoid speculative investments.

B. Restricted Cash

Restricted cash and investments consisted of the following at December 31, 2022:

Bail bonds	\$ 2,899
Court surcharge	5,451
Police Chief retirement obligation	68,714
Total Restricted Cash	<u><u>\$ 77,064</u></u>

City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)

IV. Detailed Notes on all Funds (continued)

C. Capital Assets

Capital asset activity for the year ended December 31, 2022 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 216,779	\$ -	\$ -	\$ 216,779
Work in Process	1,644,245	146,480	(1,790,725)	-
Total Capital Assets, Not Being Depreciated	<u>1,861,024</u>	<u>146,480</u>	<u>(1,790,725)</u>	<u>216,779</u>
Capital assets, being depreciated:				
Infrastructure	629,018	115,000	-	744,018
Buildings	1,304,688	2,794,382	-	4,099,070
Equipment and vehicles	4,491,979	217,100	(140,000)	4,569,079
Leased assets	877,189	691,371	-	1,568,560
Total Capital Assets Being Depreciated	<u>7,302,874</u>	<u>3,817,853</u>	<u>(140,000)</u>	<u>10,980,727</u>
Less accumulated depreciation for:				
Infrastructure	(433,487)	(24,309)	-	(457,796)
Buildings	(777,486)	(121,957)	-	(899,443)
Equipment and vehicles	(3,094,580)	(234,617)	140,000	(3,189,197)
Leased assets	(173,106)	(270,810)	-	(443,916)
Total Accumulated Depreciation	<u>(4,478,659)</u>	<u>(651,693)</u>	<u>140,000</u>	<u>(4,990,352)</u>
Total Capital Assets, Being Being Depreciated, Net	<u>2,824,215</u>	<u>3,166,160</u>	<u>-</u>	<u>5,990,375</u>
Governmental activities capital assets, net	<u>\$ 4,685,239</u>	<u>\$ 3,312,640</u>	<u>\$ (1,790,725)</u>	<u>\$ 6,207,154</u>

The City had capital outlay expenditures and depreciation expense for 2022 as follows:

	<u>Depreciation Expense</u>	<u>Capital Outlay</u>
Governmental activities:		
General government	\$ 45,160	\$ 995,095
Cultural enhancement	78,076	308,959
Public safety	241,740	566,097
Public works	286,717	303,457
Total	<u>\$ 651,693</u>	<u>\$ 2,173,608</u>

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

D. Interfund Activity

1. Internal Balances

Balances due between funds at December 31, 2022 were as follows:

	Due To	Due From
General	\$ 745,908	\$ -
Fire Operations	-	418,210
Leadville URA	-	327,698
	\$ 745,908	\$ 745,908

The internal balance between the General Fund and Fire Fund is due to temporary cash flow.

The amount payable to the general fund from the LURA is related to costs incurred in the formation of the LURA. This balance is not scheduled to be collected in the subsequent year.

2. Transfers

Transfers made during 2022 were as follows:

	Transfers In	Transfers Out
General	\$ -	\$ 483,944
Fire Operations	483,944	-
	\$ 483,944	\$ 483,944

The transfer made from the General Fund to the Fire Fund was the General Fund's subsidy of the fire protection operations.

3. Interfund Loans

During December 2018, the City entered into a promissory note agreement in the amount of \$110,000 to reimburse the expenses of the LURA, bearing interest on the unpaid principal at the rate of 3% per annum. December 3, 2019 the promissory note was amended to increase the loan up to \$185,418. The LURA promises to repay the note in full on or before December 2021. As of December 31, 2022, the balance of the note was \$327,698 including principal and interest.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds

E. Long-term Liabilities

1. Operating Leases

The City has entered into the following leases:

Police Vehicles:

- a. On March 1, 2021, the City entered into a lease purchase agreement for three police vehicles in the amount of \$129,531, bearing interest at 5.99%. Lease payments of \$2,501 are due monthly on the 1st through February 1, 2026.
- b. On April 28, 2021, the City entered into a lease purchase agreement for two police vehicles in the amount of \$87,538, bearing interest at 5.99%. Lease payments of \$1,694 are due monthly on the 28th through October 28, 2025.

Fire Tactical Tender: On September 4, 2018, the City entered into a seven-year lease purchase agreement for a Fire Tactical Tender in the amount of \$174,900, bearing interest at 5.24%. Lease payments of \$28,971.50 are due annually on the 1st of October through October 1, 2024.

Mack Truck: On October 22, 2020, the City entered into a five-year lease purchase agreement for a Mack Truck in the amount of \$212,959, bearing interest at 3.5%. Lease payments of \$45,571 are due annually on the 22nd of October through October 22, 2024.

Wagner Truck: On April 23, 2021, the City entered into a five-year lease purchase agreement for a Wagner Truck in the amount of \$246,931, bearing interest at 2.70%. Lease payments of \$3,719 are due monthly on the 23rd of May, 2021 through April 23, 2027.

Street Motor Grader: On December 15, 2021, the City entered into a five-year lease purchase agreement for a Motor Grader in the amount of \$370,897, bearing interest at 2.63%. Lease payments of \$6,604 are due monthly on the 15th of January, 2022 through December 15, 2026.

2022 Fire Engine Type 3 and 1: On September 20 and August 2, the City entered into a five-year lease purchase agreement for a Type 3 and Type 1 Fire Engine in the amount of \$338,527.20 and \$146,700 bearing interest at 2.54% and 3.93% respectively. Lease payments are due monthly on the 1st of June, 2022 and August 1, 2022 through June 1, 2026 and August 1, 2026.

Future lease payments for the City are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 367,161	\$ 45,774	\$ 412,935
2024	380,382	32,554	412,936
2025	319,586	18,807	338,393
2026	289,632	8,499	298,131
2027	67,053	1,526	68,579
Total	<u>\$ 1,423,814</u>	<u>\$ 107,160</u>	<u>\$ 1,530,974</u>

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

E. Long-term Liabilities (continued)

1. Operating Leases (continued)

Interest expense, as functionally allocated, for the year ended December 31, 2022 is:

	Interest Expense
Governmental activities:	
Public safety	\$ 20,057
Public works	24,451
Total	\$ 44,508

2. Accrued Compensated Absences

City employees accumulate paid time off (“PTO”) based upon their length of employment. All employees are encouraged to use their PTO within the year it is earned. Unused accumulated PTO is payable to employees upon termination, subject to certain maximum limits. Therefore, a liability for unused paid time off is shown on the City’s government-wide financial statements.

3. Changes in Long-term Liabilities

Long-term liability activity for the year ended December 31, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Operating leases payable	\$ 981,880	\$ 852,939	\$ (411,005)	\$ 1,423,814	\$ 367,162
Compensated absences	84,708	43,710	-	128,418	-
Net pension (asset) liability	(209,725)	-	(369,742)	(579,467)	-
Total	\$ 856,863	\$ 896,649	\$ (780,747)	\$ 972,765	\$ 367,162

These liabilities are generally liquidated by the General Fund and the Fire Operations Fund.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan

Plan Description: The Plan is a cost-sharing multiple-employer defined benefit pension plan covering substantially all full-time employees of participating fire or police departments in Colorado hired on or after April 8, 1978 (New Hires), provided they are not already covered by a statutorily exempt plan. As of August 1, 2003, the SWDB may include clerical and other personnel from fire districts whose services are auxiliary to fire protection.

Contributions: Member contribution rates can be amended by state statute or election of the membership. Effective January 1, 2021, contribution rates may be increased by the FPPA Board of Directors upon approval through an election by both the employers and members. In 2014, the members elected to increase the member contribution rate 0.5% annually from 2015 through 2022 to a total of 12% of base salary. Employer contributions will increase 0.5% annually beginning in 2021 through 2030 to a total of 13%. In 2021, employees and employers are contributing at a rate of 11.5% and 8.5%, respectively, of base salary for a total contribution rate of 20%. Contributions from members and employers of plans reentering the system are established by resolution and approved by the FPPA Board of Directors. The member and employer contribution rates will increase through 2030 as described above for the non-reentering departments. Effective January 1, 2021, reentry departments may submit a resolution to the FPPA Board of Directors to reduce the additional 4% contribution to the plan for reentry contributions. Each reentry department is responsible to remit contributions to the plan in accordance with their most recent FPPA Board of Directors approved resolution.

The contribution rate for members and employers of affiliated social security employers is 5.75% and 4.25% of base salary for a total contribution rate of 10.0% in 2021. Per the 2014 member election, the affiliated social security group will also have their required member contribution rate increase 0.25% annually beginning in 2015 through 2022 to a total of 6% of base salary. Employer contributions will increase 0.25% annually beginning in 2021 through 2030 to a total of 6.5% of pensionable earnings.

Benefits: On May 23, 1983, the Colorado Revised Statutes were amended to allow the Trustees of the Plan to change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances. The amended statutes state that retirement age should not be less than age 55 or more than age 60. The Trustees subsequently elected to amend the retirement provisions, effective July 1, 1983, such that any member with at least 25 years of service may retire at any time after age 55 and shall be eligible for a normal retirement pension. Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Benefits (continued): The annual normal retirement benefit is 2% of the average of the member’s highest three years’ base salary for each year of credited service up to ten years, plus 2.5% for each year of service thereafter. Benefits paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board’s discretion and can range from 0% to the higher of 3% or the Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”).

A member is eligible for an early retirement at age 50 with at least 5 years of credited services or after 30 years of service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5% as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the SWDB and remain eligible for a retirement pension at age 55 equal to 2% of the member’s average highest three years’ base salary for each year of credited service up to ten years, plus 2.5% for each year of service thereafter.

Net Pension Liability (Asset): At December 31, 2022, the Plan’s fiduciary net position is exceeded by the total pension liability; consequently the City reported assets of \$451,607 and \$214,744 for its proportionate share of the net pension asset for fire and police respectively. The net pension asset was measured as of December 31, 2021, and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of January 1, 2022. The City’s proportion of the net pension asset was based on City contributions to the Plan for the calendar year 2021 relative to the total contributions of participating employers to the Plan.

At the December 31, 2021 and 2020 measurements, the City’s proportions for fire and police were as follows:

	Proportionate Share	
	2020	2019
Fire	0.081215%	0.085939%
Police	0.047573%	0.052333%

For the year ended December 31, 2022, the City recognized net pension (revenue) or expense of \$(126,442) and \$(44,979) for fire and police respectively.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Net Pension Liability (Asset) (continued): At December 31, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Fire		Police	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 149,536	\$ 701	\$ 87,594	\$ 410
Change of assumptions or other inputs	74,991	-	43,926	-
Net difference between projected and actual earnings on pension plan investments	-	181,104	-	106,085
Changes in proportionate share of contributions	39,658	20,846	26,228	17,179
Contributions subsequent to measurement date	57,022	-	25,462	-
	<u>\$ 321,207</u>	<u>\$ 202,651</u>	<u>\$ 183,210</u>	<u>\$ 123,674</u>

Contributions subsequent to the measurement date of December 31, 2021 – which are reported as deferred outflows of resources related to pensions – will be recognized as a reduction of the net pension liability in the fiscal year ending December 31, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Amortization	
	Fire	Police
2022	\$ (17,370)	\$ (9,683)
2023	6,120	4,077
2024	(24,349)	(13,771)
2025	6,686	4,112
2026	34,792	19,818
thereafter	55,655	29,521
	<u>\$ 61,534</u>	<u>\$ 34,074</u>

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Actuarial assumptions: The collective total pension liability and actuarially determined contributions in the December 31, 2021 actuarial valuation were determined using the following actuarial assumptions and other inputs:

Actuarial Assumptions	Total Pension Liability 2022	Actuarially Determined Contributions 2021
Actuarial Valuation Date January 1,		
Actuarial method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, open
Amortization Period	N/A	30 years
Long-term investment Rate of Return	7.0%	7.0%
Projected Salary Increases	4.25% - 11.25%	4.25% - 11.25%
Cost of Living Adjustments (COLA)	0%	0%
Includes inflation at	2.50%	2.50%

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rates from the RP-2014 Annuitant Mortality Tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The pre-retirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2018 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2019. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Actuarial assumptions (continued): The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5%). Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2021 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Rate of Return</u>
Global Equity	39.00%	8.23%
Equity Long / Short	8.00%	6.87%
Private Markets	26.00%	10.63%
Fixed Income	10.00%	4.01%
Absolute Return	5.00%	5.25%
Managed Futures	10.00%	5.60%
Cash	2.00%	2.32%
Total	100.00%	

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount rate: Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Discount Rate (continued): For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00%; the municipal bond rate is 1.84% (based on the weekly rate closest to but not later than the measurement date of the “state & local bonds” rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00%.

Sensitivity of the City’s proportionate share of the net pension liability (asset) to changes in the discount rate: The following presents the proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00%, as well as what the proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)
Collective net pension liability (asset)	\$ (74,736,029)	\$ (541,933,763)	\$ (928,981,070)
Proportionate share of net pension liability (asset):			
Fire	\$ (62,280)	\$ (451,607)	\$ (774,145)
Police	\$ (29,614)	\$ (214,744)	\$ (368,113)

Pension plan fiduciary net position: Detailed information about the Plan’s fiduciary net position is available in FPPA’s comprehensive annual financial report, which can be obtained at: <http://www.fppaco.org/annual-reports.html>.

2. Agent Fire “Old Hire” Pension Plan

Plan Description: The City is trustee of a single employer defined benefit pension plan available to provide retirement income for all fire fighters hired before April 8, 1978 (“old hires”) in recognition of their service to the City. FPPA administers an agent multiple-employer Public Employee Retirement System (“PERS”). The PERS represents the assets of numerous separate plans that have been pooled for investment purposes. The pension plans have elected to affiliate with FPPA for plan administration and investment only. FPPA issues a publicly available comprehensive annual financial report that can be obtained at <http://www.fppaco.org/annual-reports.html>.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent Fire “Old Hire” Pension Plan (continued)

Plan Description (continued): The plan provides normal retirement benefits, severance, and death and disability benefits. Normal retirement benefits begin at 50 years of age and upon completion of 18 years of service and include monthly pension equal to one-half of his monthly salary at the date of his retirement. For severances, firefighters have the option to refund their contribution with 5% annual interest, or to receive deferred retirement pensions equal to one-half their monthly salary if they meet the age and service requirements of the normal retirement benefit. If a firefighter eligible to receive or is receiving benefits dies in retirement, the surviving spouse shall receive, until death or remarriage, a monthly pension equal to one-half the monthly pension the firefighter was entitled to receive. There are no vested retirement benefits. As of January 1, 2020, the latest actuarial valuation date, there were 0 active members, 0 service retirees and 3 retirees and beneficiaries.

Funding Policy: The funding of the plan by the City and members is authorized by the Board of Trustees. The contribution by the State of Colorado (the “State”) toward fire pension funds has been a fixed dollar amount established by the legislature and allocated pro rata to all fire pension funds in the State who apply for State matching funds, based upon the amounts contributed by the employer up to a maximum of one half (1/2) mill on the assessed valuation or 90% of City contributions, whichever is less. Since the City currently offers maximum retirement benefits in excess of \$300 per month, the State will match at the level determined above but no greater than the maximum of: (1) the amount necessary to fund a pension of \$300 per month on an actuarially sound basis, and (2) the amount of State contributions provided in the prior year.

Net Pension Liability: At December 31, 2022, the old hire pension fund reported a net pension liability of \$86,884. The net pension asset was measured as of December 31, 2021, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of January 1, 2022.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent Fire “Old Hire” Pension Plan (continued)

Actuarial Assumptions: The significant actuarial assumptions used in the valuation as of January 1, 2022 were:

Actuarial cost method	Entry Age Normal
Amortization method	N/A
Remaining amortization period	N/A
Asset valuation method	5-Year smoothed fair value
Inflation	2.50%
Salary increases	N/A
Investment rate of return	4.50%
Retirement age	Any remaining actives are assumed to retire immediately.
Mortality	Post-retirement: 2006 central rates from the RP-2014 Annuitant Mortality Tables for males and females projected to 2018 using the MP-2017 projection scales, and then projected prospectively using the ultimate rates of the scale for all years. Disabled (pre-1980): Post-retirement rates set forward three years.

*Plans that are heavily weighted with retiree liabilities use an amortization period based on the expected remaining lifetime of the participants.

Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) the long-term expected rate of return on pension plan investments (4.50%), and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (1.84%) to the extent that the plan’s projected fiduciary net position is not sufficient to pay benefits. The resulting Single Discount Rate is 4.50%.

Regarding the sensitivity of the net pension liability/(asset) to changes in the Single Discount Rate, the following represent the plan’s net pension liability/(asset), calculated using a Single Discount Rate of 4.50%, as well as what the plan’s net pension liability/(asset) would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher:

	1% Decrease (3.50%)	Current Discount Rate (4.50%)	1% Increase (5.50%)
Net pension liability (asset)	\$ 102,755	\$ 86,884	\$ 72,870

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

IV. Detailed Notes on all Funds (continued)

F. Pension (Assets) Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent Fire “Old Hire” Pension Plan (continued)

In connection with the City’s Old Hire Pension Plan, the following deferred outflow of resources and deferred inflows of resources were reported at December 31, 2022:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ 1,703	\$ -
Contributions subsequent to measurement date	15,582	-
	\$ 17,285	\$ -

Contributions subsequent to the measurement date of December 31, 2021, which are reported as deferred outflows of resources related to pensions, will be recognized as a reduction of the net pension liability in subsequent years. Other amounts reported as deferred outflow of resources and deferred inflow of resources related to pensions will be recognized as a component of pension expense in future years as follows:

Year Ended December 31,	Amortization
2023	\$ 1,148
2024	(771)
2025	288
2026	1,038
	\$ 1,703

G. Other Payroll Obligation - Police Chief Retirement Benefit Obligation

The City has one retired police chief who is covered by an agreement to provide retirement benefits. The benefit provides approximately \$30,000 in annual payments. In 2022 the City has set aside \$68,714 to provide this benefit. The City has not completed recurring actuarial evaluations one beneficiary receiving benefits who is age 88 as of December 31, 2022. No other City employees currently participate or will participate in the plan in the future as all employees hired after April 8, 1978, are covered by a FPPA “new hire” pension plan.

The payment is based upon 65% of the average salary received one year before retirement, with an adjustment of 3% of such average salary for each year of service completed in excess of 22 years, up to a maximum of 100% of such policemen’s average salary.

As of December 31, 2022, the City paid out \$- in benefits and no longer has any participants in the plan.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information

A. Pension Plans

1. Deferred Compensation Plan

The City offers its full time, year-round employees a deferred compensation plan created in accordance with section 457 of the Internal Revenue Code (the “457 Plan”). The 457 Plan permits eligible employees to defer a portion of their salary until future years.

All compensation deferred under the 457 Plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are to be held in trust for the exclusive benefit of the participants and their beneficiaries. Compensation deferred under the 457 Plan is not available to employees until termination, retirement, death, or unforeseeable emergency.

The City matches employee contributions at a minimum rate of 1% for all City employees with up to 5% match for fire and police personnel and up to 6% match for other City employees.

The City contributed \$34,770 for the year ended December 31, 2022

Investment decisions within the 457 Plan are determined by the individual participants and, therefore, the 457 Plan’s investment concentration varies between participants.

The City is the Trustee of the 457 Plan and, accordingly, has no liability for losses under the plan. However, the City does have the duty of due care that would be required of an ordinary prudent investor. Consequently, the 457 Plan is not part of the City’s financial statements.

2. Statewide Death and Disability Plan

Plan Description: Firefighters and police of the City contribute to the Statewide Death and Disability Plan (“SWDD”). The SWDD is a cost-sharing multiple-employer defined benefit death and disability plan administered by FPPA. Contributions to the SWDD are used solely for the payment of death and disability benefits. The SWDD was established in 1980 pursuant to Colorado Revised Statutes.

SWDD benefits provide 24-hour coverage for both on- and off-duty members not eligible for normal retirement under a defined benefit plan, and members who have not met 25 years of accumulated service and age 55 under a money purchase plan.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information (continued)

A. Pension Plans (continued)

2. Statewide Death and Disability Plan (continued)

Plan Description (continued): In the case of an on-duty death, benefits may be payable to the surviving spouse or dependent children of active members who were eligible to retire but were still working. Death and disability benefits are free from state and federal taxes in the event that a member's disability is determined to be the result of an on-duty injury or an occupational disease.

Funding Policy: Prior to 1997, the SWDD was primarily funded by the State of Colorado (the "State"), whose contributions were established by Colorado statute. In 1997, the State made a one-time contribution of \$39,000,000 to fund past and future service costs for all firefighters and police officers hired prior to January 1, 1997. No further State contributions are anticipated.

The SWDD is funded by member or on-behalf of member contributions. Members hired on or after January 1, 1997, began contributing 2.4% of base salary to the SWDD. Contributions may be increased 0.1% biennially by the FPPA Board. The contribution rate increased to 3.0% of base salary as of January 1, 2021. This percentage can vary depending on actuarial experience. All contributions are made by members or on behalf of members.

The 3.0 percent contribution may be paid entirely by the City or member, or it may be split between the City and the member as determined at the local level. The City's members paid \$36,498 to the SWDD at December 31, 2022.

FPPA issues a publicly available comprehensive annual financial report which includes additional information on the SWDD. That report can be obtained at <https://www.fppaco.org/annual-reports.html>.

B. Risk Management

1. Colorado Intergovernmental Risk Sharing Agency

The City is exposed to the risks of loss related to torts; theft of, damage to, and destruction of assets; general property liability and errors and omissions. To address such risks, the City is a participant in a public entity risk pool administered by Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

CIRSA's operations are funded by contributions from member governments. Coverage is provided in the amount of \$500,000 per claim or occurrence for property, \$100,000 per claim/annual aggregate public relations and security breach, \$1,000,000 per claim or occurrence for liability, \$1,000,000 for public officials' liability, \$500,000 each claim/annual aggregate security and privacy liability, and \$150,000 per claim or occurrence for crime. CIRSA has also acquired additional excess coverage from outside sources. While the City may be liable for any losses in excess of this coverage, the City does not anticipate such losses at December 31, 2022. The deductible amount paid by the City for each incident in 2022 was \$1,000. All settlements for the year-ended December 31, 2022 were under the maximum coverage allowed.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information (continued)

B. Risk Management (continued)

1. Colorado Intergovernmental Risk Sharing Agency (continued)

Surpluses or deficits realized by CIRSA for any given year are subject to change for such reasons as interest earnings on invested amounts for those years and funds, re-estimation of losses for those years and funds, and credits or distributions from surplus for those years and funds.

CIRSA's combined financial information for the year ended December 31, 2022, is summarized as follows:

Assets:	
Cash and investments	\$ 90,532,926
Other assets	7,633,822
Total assets	<u>98,166,748</u>
Total liabilities	<u>42,047,618</u>
Net position	<u>\$ 56,119,130</u>
Total revenues	\$ 32,058,222
Total expenses	<u>(33,223,759)</u>
Change in net position	<u>\$ (1,165,537)</u>

A copy of CIRSA's audit report can be obtained by writing to CIRSA, 3665 Cherry Creek North Drive, Denver, CO 80209, or by calling (800)-228-7136.

2. Workers' Compensation

The City is exposed to various risks of loss related to workers' compensation. The City has acquired commercial coverage for this risk and any settled claims are not expected to exceed the commercial insurance coverage. There is no change in coverage from past years, and settlements have not exceeded coverage for each of the past three fiscal years.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information (continued)

C. Commitments and Contingencies

1. Legal Claims

During the normal course of business, the City may incur claims and other assertions against it from various agencies and individuals. Management of the City and their legal representatives feel none of these claims or assertions are significant enough that they would materially affect the fairness of the presentation of the financial statements at December 31, 2022.

2. Federal and State Grants and Financial Sources

The City receives financial assistance from federal and state governmental agencies in the form of grants and operating agreements. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the agreements and may be subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of the City, any such disallowed claims would not have a material effect on any of the financial statements of the individual fund types included herein or on the overall financial position of the City at December 31, 2022.

D. Agreements

1. Lake County – Shared Fire Protection Services

In accordance with an intergovernmental agreement with Lake County, Colorado (“County”), the County reimburses the City for 70% of the City's fire protection expenditures. The County's share of fire protection expenditures totaled \$1,129,204 for the year ended December 31, 2022.

2. Lake County – Shared Animal Shelter Services

The County and City equally share all costs associated with the construction and maintenance of an animal shelter as per the intergovernmental agreement. The City is responsible for providing staffing of 12 hours per week for the animal shelter via the City's Police Department. The County's share of animal shelter costs totaled \$76,721 during 2022.

3. County Health Pool

In 2004, the City entered into an agreement with the County Health Pool for administration of a health insurance program for all full-time non-elected City employees. Under this agreement, the City must purchase and pay for 50% of the employees' health insurance premiums (the City is currently paying 75%), and 100% of employees' group life insurance premiums must be purchased by the City. Employees are eligible for coverage after 30 days of continuous full-time employment.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information (continued)

D. Agreements (continued)

4. Railyard at Leadville

1. Undergrounding Project

The City entered into agreements during March of 2018 with High Country Developers, L.L.C. ("HCD") and Xcel Energy ("Xcel") for undergrounding electric service lines in the area known as the Railyard at Leadville Project (the "Undergrounding Project"). As of March 2018, the project is estimated to cost \$520,200. The City has a franchise agreement dated September 22, 2014 where Xcel accumulates 1% ("1% Fund") of gross revenue for electrical services within the City to be used for the purposes of undergrounding electric service lines in the City. The City and Xcel have agreed to use \$400,000 of the City's allocated 1% Fund for use at the Railyard at Leadville. The City's agreement with the HCD states HCD will be responsible for any actual cost above the City's \$400,000 allocation of the 1% Fund. In accordance to the agreement the Developer has deposited \$120,200 with the City for the estimated balance necessary to complete the undergrounding project.

2. Mountain View Drive and U.S. Highway 24 Signal Project

In April of 2019 the City entered into agreements with the Colorado Department of Transportation ("CDOT") and HCD for traffic signal replacement and intersection improvements at Mountain View Drive and U.S. Highway 24 (the "Signal Project"). The cost of the Signal Project is currently contracted to be \$1,199,742, to be completed by Technology Contractors, Inc. The cost of the Signal Project will be paid by CDOT reimbursements to the City in the amount of \$592,255 and HCD in the amount of \$607,487. Additionally, since the CDOT funds will provided as reimbursements for completed and approved improvements, HCD will provide advance funds to the City in order for the funding necessary to pay for work on the improvements. This advance funding will be returned to HCD upon receipt of the CDOT reimbursements. Any costs beyond the original estimate will be the responsibility of HCD.

E. Leadville Urban Renewal Authority

The LURA has implemented an Incentive Policy to encourage redevelopment, development, and physical improvement of vacant, underutilized, and deteriorating properties within targeted locations of the city. The LURA and the City may participate in meritorious projects based on need and public benefit. Resources of the LURA and City are to be used to offset extraordinary costs associated with prevailing conditions that may be unfavorable for investment by providing resources to supplement financing of a project. Resources may be allocated via tax increment financing ("TIF"), infrastructure cost participation, relocation assistance, special district partnership, sales tax rebate, when feasible, fee and lien waivers and other miscellaneous incentives as detailed in the Incentive Policy.

**City of Leadville, Colorado
Notes to the Financial Statements
December 31, 2022
(Continued)**

V. Other Information (continued)

E. Leadville Urban Renewal Authority (continued)

The LURA and the City have entered into a certain agreement to meet development goals within certain areas of the City. The following areas have continuing development requirements or abatement agreements requiring disclosure.

Development Area	Revenues Impacted	Governing Document	Amount	Requirements
Railyard Leadville	Property Tax Increment	Cooperation and Development Agreement	\$ 4,000,000	Earlier of \$4,000,000 percentage shares of incremental property taxes or September 19, 2044.

REQUIRED SUPPLEMENTARY INFORMATION



PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
General Fund
For the Year Ended December 31, 2022
(With Comparative Actual Amounts For the Year Ended 2021)

	2022			Final Budget Variance Positive (Negative)	2021
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Taxes:					
Property tax	805,854	805,854	779,880	(25,974)	691,171
Specific ownership tax	60,000	60,000	67,615	7,615	64,419
Sales tax	2,400,000	2,400,000	3,882,165	1,482,165	2,803,725
Franchise tax	120,000	120,000	180,909	60,909	147,005
Other taxes	190,600	190,600	374,136	183,536	192,203
Total Taxes	3,576,454	3,576,454	5,284,705	1,708,251	3,898,523
Licenses and Permits:					
Liquor license fee	6,000	6,000	8,874	2,874	4,386
Business licenses	33,500	33,500	28,548	(4,952)	36,211
Excavation and zoning	20,000	20,000	17,950	(2,050)	34,550
Total Licenses and Permits	59,500	59,500	55,372	(4,128)	75,147
Intergovernmental Revenue:					
Grant revenue	1,164,914	1,164,914	1,178,270	13,356	362,303
State Highway Users Fund	120,000	120,000	123,452	3,452	130,643
Animal control reimbursement (County)	76,394	76,394	76,721	327	64,573
Motor vehicle fees	13,000	13,000	14,866	1,866	14,663
State highway maintenance	18,000	18,000	18,000	-	18,000
Total Intergovernmental Revenue	1,392,308	1,392,308	1,411,309	19,001	590,182
Charges for Services:					
Fire department administrative fee	28,000	28,000	28,000	-	25,400
Other charges for services	3,000	3,000	7,561	4,561	3,687
Animal control fees	25,000	25,000	27,544	2,544	26,719
Police department	-	-	-	-	23,721
Total Charges for Services	56,000	56,000	63,105	7,105	79,527
Fines and Forfeitures:					
Traffic fines	6,000	6,000	525	(5,475)	6,205
Other	4,600	4,600	2,097	(2,503)	3,965
Court fines	1,000	1,000	829	(171)	850
Parking fines	5,000	5,000	8,800	3,800	6,388
Total Fines and Forfeitures	16,600	16,600	12,251	(4,349)	17,408
Other:					
Investment income	5,620	5,620	3,308	(2,312)	6,030
Donations and contributions	601,500	601,500	217,618	(383,882)	441,557
Other grants	2,500	2,500	4,552	2,052	7,049
Other income	18,800	18,800	259,408	240,608	51,349
Total Other	628,420	628,420	484,886	(143,534)	505,985
Total Revenues	5,729,282	5,729,282	7,311,628	1,582,346	5,166,772

(continued)

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
General Fund
For the Year Ended December 31, 2022
(With Comparative Actual Amounts For the Year Ended 2021)
(Continued)

	2022			Final Budget Variance Positive (Negative)	2021
	Original Budget	Final Budget	Actual		Actual
Expenditures:					
General Government:					
Executive	70,697	70,697	72,196	(1,499)	65,028
Administrative	189,979	189,979	197,665	(7,686)	107,180
City Clerk	68,759	68,759	57,687	11,072	58,773
City Treasurer	97,887	97,887	93,226	4,661	80,148
General operating	1,990,581	1,990,581	1,501,647	488,934	1,573,101
City planning	-	-	2,022	(2,022)	-
Animal shelter	179,288	179,288	185,580	(6,292)	177,868
Cultural enhancement	361,436	361,436	182,542	178,894	168,584
Judicial	42,621	42,621	34,622	7,999	34,086
Police department	1,107,581	1,107,581	1,112,468	(4,887)	744,424
Public works	587,142	587,142	631,642	(44,500)	560,952
Capital outlay	336,069	336,069	2,255,706	(1,919,637)	1,098,109
Debt Service:					
Principal	213,796	213,796	219,600	(5,804)	178,004
Interest	-	-	34,532	(34,532)	19,808
Total Expenditures	5,245,836	5,245,836	6,581,135	(1,335,299)	4,866,065
Excess of Revenues Over Expenditures	483,446	483,446	730,493	247,047	300,707
Other Financing (Uses)					
Transfer (out)	(508,446)	(508,446)	(483,944)	24,502	(404,808)
Sale of capital assets	25,000	25,000	50	(24,950)	4,000
Lease proceeds	-	-	267,712	267,712	835,988
Total Other Financing (Uses)	(483,446)	(483,446)	(216,182)	267,264	435,180
Net Change in Fund Balances	-	-	514,311	514,311	735,887
Fund Balances - Beginning			3,368,210		2,632,323
Fund Balances - Ending			3,882,521		3,368,210

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
Conservation Trust Fund
For the Year Ended December 31, 2022
(With Comparative Actual Amounts For the Year Ended 2021)

	2022			Final Budget Variance Positive (Negative)	2021
	Original Budget	Final Budget	Actual		Actual
Revenues:					
State lottery funds	30,000	30,000	33,598	3,598	36,303
Investment income	600	600	150	(450)	344
Total Revenues	<u>30,600</u>	<u>30,600</u>	<u>33,748</u>	<u>3,148</u>	<u>36,647</u>
Expenditures:					
Parks	15,000	15,000	23,779	(8,779)	12,630
Other	38,592	38,592	41,375	(2,783)	26,109
Total Expenditures	<u>53,592</u>	<u>53,592</u>	<u>65,154</u>	<u>(11,562)</u>	<u>38,739</u>
Net Change in Fund Balances	<u>(22,992)</u>	<u>(22,992)</u>	<u>(31,406)</u>	<u>(8,414)</u>	<u>(2,092)</u>
Fund Balances - Beginning			<u>49,227</u>		<u>51,319</u>
Fund Balances - Ending			<u>17,821</u>		<u>49,227</u>

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
Fire Operations Fund
For the Year Ended December 31, 2022
(With Comparative Actual Amounts For the Year Ended 2021)

	2022			Final Budget Variance Positive (Negative)	2021
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Intergovernmental revenue - Lake County	1,481,073	1,186,374	1,129,204	(57,170)	944,552
Grants	294,699	294,699	265,255	(29,444)	78,852
Forest service payments	-	-	406,186	406,186	218,299
Standby payments	-	-	16,697	16,697	-
Donations and contributions	-	-	32,930	32,930	4,287
Investment income	-	-	78	78	179
Other income	85,064	85,064	-	(85,064)	-
Total Revenues	1,860,836	1,566,137	1,850,350	284,213	1,246,169
Expenditures:					
Salaries, wages and taxes	1,252,651	1,252,651	1,204,978	47,673	1,018,757
Wildfire assignment and standby expense	29,500	29,500	203,656	(174,156)	132,604
Other fire expense	547,995	547,995	825,754	(277,759)	371,803
Capital outlay	171,572	171,572	198,274	(26,702)	49,271
Debt Service:					
Principal	72,865	72,865	191,405	(118,540)	23,618
Interest	-	-	9,976	(9,976)	5,353
Total Expenditures	2,074,583	2,074,583	2,634,043	(559,460)	1,601,406
Excess (Deficiency) of Revenues Over Expenditures	(213,747)	(508,446)	(783,693)	(275,247)	(355,237)
Other Financing Sources (Uses):					
Transfers in	508,446	508,446	483,944	(24,502)	404,808
Lease proceeds	-	-	585,227	585,227	-
Total Other Financing Sources	508,446	508,446	1,069,171	560,725	404,808
Net Change in Fund Balances	294,699	-	285,478	285,478	49,571
Fund Balances - Beginning			299,318		249,747
Fund Balances - Ending			584,796		299,318

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
Accommodations Tax Fund
For the Year Ended December 31, 2022

	2022			Final Budget Variance Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Accommodations Tax	215,000	215,000	215,992	992
Reimbursements	36,500	36,500	32,356	(4,144)
Total Revenues	<u>251,500</u>	<u>251,500</u>	<u>248,348</u>	<u>(3,152)</u>
Expenditures:				
General Government:				
Housing	251,500	251,500	235,823	15,677
Total Expenditures	<u>251,500</u>	<u>251,500</u>	<u>235,823</u>	<u>15,677</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	12,525	<u>12,525</u>
Fund Balances - Beginning			-	
Fund Balances - Ending			<u>12,525</u>	

The accompanying notes are an integral part of these financial statements.

PRELIMINARY DRAFT

City of Leadville, Colorado
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
Leadville Urban Renewal Authority
For the Year Ended December 31, 2022
(With Comparative Actual Amounts For the Year Ended 2021)

	2022			Final Budget Variance Positive (Negative)	2021
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Property tax	-	-	60,815	60,815	12,309
Contributions	-	-	-	-	116,141
Other income	-	-	9,118	9,118	19
Total Revenues	<u>-</u>	<u>-</u>	<u>69,933</u>	<u>69,933</u>	<u>128,469</u>
Expenditures:					
General Government:					
General operating	<u>25,000</u>	<u>25,000</u>	<u>98,495</u>	<u>(73,495)</u>	<u>30,856</u>
Total Expenditures	<u>25,000</u>	<u>25,000</u>	<u>98,495</u>	<u>(73,495)</u>	<u>30,856</u>
Excess of Revenues Over Expenditures	<u>(25,000)</u>	<u>(25,000)</u>	<u>(28,562)</u>	<u>143,428</u>	<u>97,613</u>
Other Financing (Uses)					
Capital outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(116,141)</u>
Total Other Financing (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(116,141)</u>
Net Change in Fund Balances	<u>(25,000)</u>	<u>(25,000)</u>	<u>(28,562)</u>	<u>143,428</u>	<u>(18,528)</u>
Fund Balances - Beginning			<u>(251,893)</u>		<u>(233,365)</u>
Fund Balances - Ending			<u>(280,455)</u>		<u>(251,893)</u>

The accompanying notes are an integral part of these financial statements.

City of Leadville, Colorado
Schedule of the City's Proportionate Share of Net Pension (Asset) Liability
Statewide Defined Benefit Plans
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

Cost Share Plan	Measurement period ending December 31,								
	2021	2020	2019	2018	2017	2016	2015	2014	2013
Fire:									
City's portion of the net pension (asset) liability - Fire	0.083333%	0.081215%	0.085939%	0.081754%	0.098995%	0.100487%	0.087152%	0.092478%	0.086585%
City's proportionate share of the net pension (asset) liability - Fire	(451,607)	(176,317)	(48,603)	103,361	(142,419)	36,310	(1,536)	(82,692)	(77,664)
City's covered payroll - Fire	670,835	652,325	633,400	547,638	579,050	514,275	422,838	415,875	377,242
City's proportionate share of the net pension (asset) liability as a percentage of its covered payroll - Fire	-67.32%	-27.03%	-7.67%	18.87%	-24.60%	7.06%	-0.36%	-19.88%	-20.59%
Police:									
City's portion of the net pension (asset) liability - Police	0.039625%	0.039625%	0.045541%	0.045541%	0.045480%	0.058365%	0.053234%	0.063008%	0.067286%
City's proportionate share of the net pension (asset) liability - Police	(214,744)	(103,282)	(29,598)	57,578	(65,429)	21,090	(938)	(56,341)	(60,167)
City's covered payroll - Police	299,553	382,088	385,713	305,063	266,025	298,700	261,038	283,350	292,250
City's proportionate share of the net pension (asset) liability as a percentage of its covered payroll - Police	-71.69%	-27.03%	-7.67%	18.87%	-24.60%	7.06%	-0.36%	-19.88%	-20.59%
Plan fiduciary net position as a percentage of the total pension (asset) liability	116.20%	95.20%	95.20%	95.20%	106.30%	98.21%	100.10%	106.80%	105.80%

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred one year prior. Information is only available beginning in fiscal year 2014 for the plan.

The accompanying notes are an integral part of these financial statements.

City of Leadville, Colorado
Schedule of City's Contributions
Statewide Defined Benefit Plans
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

Cost Share Plan	Fiscal years ending December 31,								
	2022	2021	2020	2019	2018	2017	2016	2015	2014
Fire:									
Contractually required contribution	77,465	57,022	52,186	50,672	43,811	46,324	41,142	33,827	33,270
Contributions in relation to the contractually required contribution	<u>(77,465)</u>	<u>(57,022)</u>	<u>(52,186)</u>	<u>(50,672)</u>	<u>(43,811)</u>	<u>(46,324)</u>	<u>(41,142)</u>	<u>(33,827)</u>	<u>(33,270)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	865,324	670,835	652,325	633,400	547,638	579,050	514,275	422,838	415,875
Contributions as a percentage of covered payroll	9.00%	8.50%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Police:									
Contractually required contribution	23,480	25,462	30,567	30,857	24,405	21,282	23,896	20,833	22,668
Contributions in relation to the contractually required contribution	<u>(23,480)</u>	<u>(25,462)</u>	<u>(30,567)</u>	<u>(30,857)</u>	<u>(24,405)</u>	<u>(21,282)</u>	<u>(23,896)</u>	<u>(20,833)</u>	<u>(22,668)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	260,886	299,553	382,088	385,713	305,063	266,025	298,700	261,038	283,350
Contributions as a percentage of covered payroll	9.00%	8.50%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%

* Information is only available beginning in fiscal year 2014.

City of Leadville, Colorado
Schedule of Changes in Net Pension (Asset) Liability
Fire "Old Hire" Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

Agent Plan	Measurement period ending December 31,							
	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	-	-	-	-	-	-	-	-
Interest on the Total Pension Liability	8,633	9,462	18,959	18,774	18,608	19,263	18,558	19,216
Benefit Changes	-	-	-	-	-	-	-	-
Difference between Expected and Actual Experience	23,127	-	(81,121)	-	7,489	-	7,112	-
Assumption Changes	-	-	41,007	-	-	-	11,711	-
Benefit Payments	(25,722)	(29,988)	(12,860)	(19,631)	(27,990)	(27,990)	(27,990)	(27,990)
Net Change in Total Pension Liability	6,038	(20,526)	(34,015)	(857)	(1,893)	(8,727)	9,391	(8,774)
Total Pension Liability - Beginning	204,559	225,085	259,100	259,957	261,850	270,577	261,186	269,960
Total Pension Liability - Ending (a)	210,597	204,559	225,085	259,100	259,957	261,850	270,577	261,186
Plan Fiduciary Net Position								
City Contributions	15,582	15,582	15,624	15,624	15,624	9,793	9,793	8,461
Pension Plan Net Investment Income	613	9,765	14,786	119	17,046	7,024	2,716	10,756
Benefit Payments	(25,722)	(29,988)	(12,860)	(19,631)	(27,990)	(27,990)	(27,990)	(27,990)
Pension Plan Administrative Expense	(1,445)	(2,723)	(1,377)	(3,401)	(1,065)	(2,088)	(581)	(5,881)
Net Change in Plan Fiduciary Net Position	(10,972)	(7,364)	16,173	(7,289)	3,615	(13,261)	(16,062)	(14,654)
Plan Fiduciary Net Position - Beginning	134,685	142,049	125,876	133,165	129,550	142,811	158,873	173,527
Plan Fiduciary Net Position - Ending (b)	123,713	134,685	142,049	125,876	133,165	129,550	142,811	158,873
Net Pension (Asset) Liability - Ending (a) - (b)	86,884	69,874	83,036	133,224	126,792	132,300	127,766	102,313
Plan Fiduciary Net Position as a Percentage of Total Pension (Asset) Liability	58.74%	65.84%	63.11%	48.58%	51.23%	49.47%	52.78%	60.83%
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Pension (Asset) Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Information is only available beginning in fiscal year 2014.

The accompanying notes are an integral part of these financial statements.

City of Leadville, Colorado
Schedule of City Contributions
Fire "Old Hire" Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

<u>Agent Plan</u>	<u>Fiscal years ending December 31,</u>								
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Actuarially determined contribution	15,582	15,582	15,624	15,624	15,624	15,624	9,793	9,793	8,461
Actual contribution	(15,582)	(15,582)	(15,624)	(15,624)	(15,624)	(15,624)	(9,793)	(9,793)	(8,461)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-
City's covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contributions as a percentage of covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Information is only available beginning in fiscal year 2014.

**City of Leadville, Colorado
Notes to the Required Supplementary Information
December 31, 2022**

I. Notes to the Schedule of the City's Proportionate Share of the Net Pension (Asset) Liability – Statewide Defined Benefit Plans

A. Changes to assumptions or other inputs

1. Changes Since the January 1, 2018 Actuarial Valuation

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rates from the RP-2014 Annuitant Mortality Tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The pre-retirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

2. Changes Since the January 1, 2017 Actuarial Valuation

- No changes.

3. Changes Since the January 1, 2016 Actuarial Valuation

- No changes.

4. 2016 Changes Since the January 1, 2015 Actuarial Valuation are as Follows:

Effective January 1, 2016, the post-retirement mortality tables for non-disabled retirees is a blend of the Annuitant and Employee RP-2014 generational mortality tables with blue collar adjustment projected with Scale BB. The occupationally disabled post-retirement mortality assumption uses the same table as used for healthy annuitants, except that is a three-year set-forward, meaning a disabled member age 70 will be valued as if they were a 73-year-old healthy retiree. The totally disabled post-retirement mortality assumption uses the RP-2014 generational mortality tables for disabled annuitants, except an additional provision to apply a minimum 3% mortality probability to males and 2% mortality probability for females is included to reflect substantial impairment for this population. The pre-retirement off-duty mortality tables are adjusted to 55% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00020.

5. 2015 Changes Since the January 1, 2014 Actuarial Valuation are as Follows:

For determining the total pension liability, the RP-2014 Mortality Tables for Blue Collar Employees, projected with Scale BB, 55 percent multiplier for off-duty mortality is used in the valuation for off-duty mortality of active members. On-duty related mortality is assumed to be 0.00020 per year for all members of post-retirement benefits for members under age 55. For post-retirement members ages 65 and older, the RP-2014 Mortality Tables for Blue Collar Healthy Annuitants, projected with Scale BB are used.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms

No changes during the years presented.

**City of Leadville, Colorado
Notes to the Required Supplementary Information
December 31, 2022
(Continued)**

- II. Notes to the Schedule of City’s Contributions – Statewide Defined Benefit Plans**
 - A. Changes to assumptions or other inputs**

No changes during the years presented.
 - B. Changes of benefit terms**

No changes during the years presented.
 - C. Changes of size or composition of population covered by benefit terms.**

No changes during the years presented.

- III. Notes to the Schedule of Changes in Net Pension (Asset) Liability – Fire “Old Hire” Plan**
 - A. Changes to assumptions**
 - 1. Changes Since the January 1, 2020 Actuarial Valuation are as Follows:**

The investment rate of return changed to 4.5%.

Post-retirement mortality assumptions: 2006 central rates from the RP-2014 Annuitant Mortality Tables for males and females projected to 2018 using the MP-2017 projection scales, and then projected prospectively using the ultimate rates of the scale for all years.

Disabled (pre-1980) mortality assumptions: Post-retirement rates set forward three years.
 - 2. 2015 Changes Since the January 1, 2014 Actuarial Valuation are as Follows:**

The inflation assumption was reduced from 3.0% to 2.5%.

Post-retirement mortality assumptions: For ages less than 55, RP- 2014 Mortality Tables for Blue Collar Employees. For ages 65 and older, RP-2014 Mortality Tables for Blue Collar Healthy Annuitant. For ages 55 through 64, a blend of the previous tables. All tables are projected with Scale BB.

Disabled (pre-1930) mortality assumptions: RP-2014 Disabled Generational Mortality Table generationally projected with Scale BB with a minimum 3% rate for males and 2% for females.
 - B. Changes of benefit terms**

No changes during the years presented.
 - C. Changes of size or composition of population covered by benefit terms.**

No changes during the years presented.

**City of Leadville, Colorado
Notes to the Required Supplementary Information
December 31, 2022
(Continued)**

IV. Notes to the Schedule of City Contributions – Fire “Old Hire” Plan

A. Changes to assumptions

1. 2015 Changes Since the January 1, 2014 Actuarial Valuation are as Follows:

The asset method valuation approximates smoothing over a five-year period by recognizing 20% of the difference between the projected actuarial value and the market value at the valuation date. The remaining amortization period is 17 years.

Disabled (pre-1980) mortality assumptions: RP-2000 Disabled Mortality Table generationally projected with Scale AA.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms.

No changes during the years presented.

SUPPLEMENTARY INFORMATION



The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/22

This Information From The Records Of: City of Leadville	Prepared By: Dawna Schneiter
---	--

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway expenditures:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 435,703.37
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 506,175.00
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations	\$ 1,033,034.88	b. Snow and ice removal	\$ 337,450.00
3. Other local imposts (from page 2)	\$ 552,885.25	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ 525.00	d. Total (a. through c.)	\$ 337,450.00
5. Transfers from toll facilities		4. General administration & miscellaneous	\$ 29,650.00
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	\$ 433,785.00
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 1,742,763.37
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 1,586,445.13	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	\$ -
C. Receipts from State government (from page 2)	\$ 156,318.24	2. Notes:	
D. Receipts from Federal Government (from page 2)	\$ -	a. Interest	
E. Total receipts (A.7 + B + C + D)	\$ 1,742,763.37	b. Redemption	
		c. Total (a. + b.)	\$ -
		3. Total (1.c + 2.c)	\$ -
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total expenditures (A.6 + B.3 + C + D)	\$ 1,742,763.37

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				\$ -
1. Bonds (Refunding Portion)				\$ -
B. Notes (Total)				\$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
		\$ 1,742,763.37	\$ 1,742,763.37		\$ -

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO YEAR ENDING (mm/yy): 12/22
-------------------------------------	---

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	\$ 525.00
1. Sales Taxes	\$ 485,270.59	c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	\$ 67,614.66	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 552,885.25	h. Other	
c. Total (a. + b.)	\$ 552,885.25	i. Total (a. through h.)	\$ 525.00
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes (from Item I.C.5.)	\$ 123,452.13	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 14,866.11	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other State Hwy Maintenance	\$ 18,000.00	f. Other Federal	
f. Total (a. through e.)	\$ 32,866.11	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 156,318.24	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs			\$ -
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements		\$ 435,703.37	\$ 435,703.37
(3). System Preservation			\$ -
(4). System Enhancement And Operation			\$ -
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ 435,703.37	\$ 435,703.37
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 435,703.37	\$ 435,703.37
<i>(Carry forward to page 1)</i>			

Notes and Comments:



AGENDA ITEM #10A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: September 19, 2023

SUBJECT: A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 19, Series of 2023: A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement.

II. BACKGROUND INFORMATION:

Linda Michow and the firm of Michow, Cox & McAskin LLP have served as the City Attorney for the City of Leadville ("City") since 1995. In April of 2023, Ms. Michow informed the City that her firm did not have the capacity to continue to serve the city and therefore needed to resign as the City's City Attorney. The City thereafter issued a request for proposals ("RFP") from firms and individuals to serve as the City Attorney. The City received responses to the RFP from the following law firms:

1. Balcomb and Green, P.C. – John Mallonee;
2. Hoffmann, Parker, Wilson and Carberry, P.C. – Hilary Graham, Austin Flanagan and Elizabeth LeBuhn;
3. Murray, Dahl, Beery & Renaud, LLP – Thad Renaud and Nicolas Klein;
4. Wilson Williams, LLP – Nina Williams and Geoff Wilson.

The City reviewed each of the proposals and then City Administrator Laurie Simonson and Councilmember Rebecca Thomas conducted interviews of each of the firms. Following the interviews, City Administrator Simonson and Councilmember Thomas reviewed the needs of the City regarding its legal services and evaluated each of the candidates including but not limited to experience, availability to handle the City's legal matters and cost.

Following this evaluation, City Administrator Simonson and Councilmember Thomas recommend that the City Council appoint the firm of Hoffmann, Parker, Wilson and Carberry, P.C. and Hilary Graham, Austin Flanagan and Elizabeth LeBuhn to serve as the City's City Attorney. This recommendation is based upon the following key points: (1) the firm's collective experience representing municipalities including currently Winter Park, Mountain View and Erie; (2) Ms. Graham's extensive experience with municipalities including 20 years of experience in all aspects of municipal law and her specialties in sales and use tax, eminent domain, land use and zoning, constitutional law, liquor and marijuana licensing, and open meeting and open records compliance; (3) Mr. Flanagan's particular experience with land use matters; (4) the firm's ability to provide one dedicated attorney (Elizabeth LeBuhn) to attend City Council meetings; and (5) the firm's availability to serve the City's legal needs and excitement to tackle the City's future legal needs which will likely include land use matters, code updates and fiscal matters.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution would be the following:

\$235 per hour for attorneys and \$125 per hour for paralegal work. (No charge for legal assistant time.)

Travel time is billed at half the applicable rate.

Actual costs incurred, such as filing fees, copies, postage, and computerized legal research.

IV. LEGAL ISSUES:

There are no apparent legal concerns with this appointment. The City's current City Attorney has provided the template Agreement for Professional Services and Resolution Appointing the City Attorney for the City of Leadville.

VII. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 19, Series of 2023: A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement.

VIII. COUNCIL OPTIONS:

1. Approve the Resolution.
2. Deny the Resolution.

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

IX. PROPOSED MOTION:

“I move to approve Resolution No. 19, Series of 2023: A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement.”

X. ATTACHMENTS:

1. Resolution No. 19, Series of 2023: A Resolution Appointing the City Attorney for the City of Leadville and Approving a Professional Services Agreement;
2. Professional Services Agreement – City Attorney;
3. Response to Request for Proposal from Balcomb and Green, P.C.;
4. Response to Request for Proposal from Hoffmann, Parker, Wilson and Carberry, P.C.;
5. Response to Request for Proposal from Murray, Dahl, Beery & Renaud, LLP;
6. Response to Request for Proposal from Wilson Williams, LLP.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 19
SERIES OF 2023**

**A RESOLUTION APPOINTING THE CITY ATTORNEY
FOR THE CITY OF LEADVILLE AND
APPROVING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the City of Leadville is a statutory municipality organized under the laws of Colorado; and

WHEREAS, C.R.S. § 31-4-107(2)(a) authorizes the City Council to appoint a city attorney; and

WHEREAS, due to the resignation of Linda Michow and the firm of Michow Cox & McAskin LLP as city attorney in April, 2023, the City issued a request for proposals from firms and individuals to serve as the city attorney; and

WHEREAS, the City, having reviewed the proposals and conducted interviews, desires to appoint the firm of Hoffmann, Parker, Wilson and Carberry, P.C. and designates Hilary Graham, Austin Flanagan and Elizabeth LeBuhn to serve as Leadville's city attorney, and to approve the professional services agreement ("Agreement") in substantially the form attached to this Resolution in connection with this appointment.

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

Section 1. The City Council hereby: (a) appoints the firm of Hoffmann, Parker, Wilson and Carberry, P.C. and designates Hilary Graham, Austin Flanagan and Elizabeth LeBuhn as the City Attorney for the City of Leadville; (b) approves the Agreement in substantially the form attached as **Exhibit 1**; (c) authorizes the City Administrator, in consultation with the Mayor, to make any changes as may be needed to the Agreement to correct any non-material errors or language that do not increase the obligations of the City or to comply with Council's motion of approval; and (d) authorizes the City Administrator to execute the Agreement on behalf of the City.

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

**ADOPTED this 19th day of September, 2023 by a vote of ___ in favor, ___ against,
___ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES – CITY ATTORNEY

(see attached agreement)

City of Leadville, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: City Attorney

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and _____, a _____ with offices at _____ (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration set forth below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached to this Agreement and incorporated by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided in this Agreement or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor’s performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such

Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Administrator, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until terminated as provided in this Agreement ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the

Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XI.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services shall be the City Administrator or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be [insert name and title] ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the Contractor shall invoice the City for Services performed and the City shall pay Contractor based on the rates or compensation methodology described in **Exhibit B**. This amount shall include all fees, costs, and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Contractor may request final payment upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.

- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here] .

B. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.
2. If the Agreement is not for lump-sum compensation, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described in this Agreement and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from

performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform the Services shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

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

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

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

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

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

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this 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. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

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

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Leadville upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services

outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XI. MISCELLANEOUS

A. Governing Law and 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 Lake County, Colorado.

B. 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.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first-class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Leadville Attn: City Administrator 800 Harrison Avenue Leadville, Colorado 80461	Contractor's Name Attn: [Contractor Representative] [Contractor's Mailing Address]
With Copy to: Leadville City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. 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.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. 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 or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

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

L. 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 XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

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

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's

reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) (Annual Appropriation), (N) (Release of Information) (O) (Attorneys' Fees), and (Q) Agreement Controls shall survive the expiration or termination of this Agreement. Any additional 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.

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

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

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

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

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

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO

By: _____

Printed Name: Laurie Simonson

Title: City Administrator

Date of execution: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me
this ____ day of _____, 20__, by _____ as
_____ of _____, a
_____.

My commission expires: _____

(S E A L)

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

EXHIBIT A

SCOPE OF SERVICES

Provide general legal services (“General Legal Services”) to the City, including but not limited to:

1. Reviewing and preparing staff reports, ordinances, resolutions, agreements, deeds, leases, easements, and other routine City documents;
2. Reviewing and advising City staff on land use and historic preservation applications;
3. Advising on liquor, marijuana and short-term rental licensing matters;
4. Attending regular and special meetings and study sessions of the City Council and other board and commission meetings and staff meetings as requested and scheduled, electronically or in-person;
5. Enforcing and providing legal advice regarding enforcement of City ordinances, zoning, and building standards through administrative or judicial proceedings;
6. Legal work pertaining to property acquisition (excluding eminent domain) and disposal, right-of-way vacations and other issues, easements, construction, and maintenance of public improvements and other real property matters;
7. Monitoring and advising the City of new legislation and court decisions affecting municipalities;
8. Providing legal advice on personnel matters in all aspects of employment law;
9. Providing legal advice, training, and support to City Council, City administrative personnel, City departments, boards, and commissions; and
10. Coordinating outside legal counsel services on behalf of the City.

EXHIBIT B

COMPENSATION

City of Leadville
Leadville, Colorado

CITY ATTORNEY SERVICES
RESPONSE TO RFP

Contact:

John Mallonee
Balcomb & Green, P.C.
jmallonee@balcombgreen.com
970-945-6546
www.balcombgreen.com





BALCOMB & GREEN

WATER LAW | REAL ESTATE | LITIGATION | BUSINESS ESTD 1953

John Mallonee
Office (970) 945-6546
Direct (970) 928-3471
jmallonee@balcombgreen.com

July 6, 2023

Laurie Simonson
City Administrator
800 Harrison Avenue
Leadville, CO 80461
cityadmin@leadville-co.gov

Re: ***Proposal to Serve as Leadville City Attorney***

Dear Ms. Simonson:

Balcomb & Green is pleased to offer the City of Leadville a legal team consisting of attorneys who are highly qualified in municipal law, general governance, land use, employment, water, real property, public safety, contracts, and construction law, who also have knowledge of the values and issues facing Colorado. Our team can manage the City's legal concerns soundly with customized, budget-sensitive strategies tailored to the goals, policies, and recommendations of the City of Leadville. The vast experience of our attorneys will be accessible in the unique challenges and opportunities of the City of Leadville, and its policies.

Balcomb & Green has represented municipal and state interests in rural Colorado for over 60 years, including in Moffatt, Garfield, Mesa, and Lake Counties. Our team consists of 9 attorneys with extensive experience in representing governmental entities, including the Ute Water Conservancy District and the Roaring Fork Water and Sanitation District, as well as Special Counsel for numerous cities, towns, and county governments across Colorado. Balcomb & Green is rated AV Preeminent (the highest possible rating) by Martindale-Hubbell and is rated by U.S. News and World Report as a Best Law Firm in the United States.

John Mallonee will generally serve as the Leadville City Attorney. Mr. Mallonee is an experienced local government and litigation attorney. He served in Thornton for more than three years. His work as Deputy City Attorney there included working the entire gamut of issues facing a city from open records to land use, from liquor licensing to legislative issues, and everything in between. He has also been assistant director of civil litigation in Denver, and currently represents private interests from our Glenwood Springs office. The City of Leadville would have access to our entire attorney team, including specialists in water law, property law, land use, and special districts. We encourage you to contact our references regarding the high level of service we provide within your budgetary expectations. In the meantime, thank you for considering our proposal.

Sincerely,

BALCOMB & GREEN, P.C.

By: _____
Sara Dunn, President

ASPEN | BUENA VISTA | GLENWOOD SPRINGS | LAMAR

Post Office Box 790 | Glenwood Springs, Colorado 81602 | 970.945.6546 | BalcombGreen.com

PROPOSAL REQUIREMENTS

Completed Proposer's Certification

Attached as Exhibit 1

Project/Service Approach and Timeline

Balcomb & Green can provide the city attorney services described in Exhibit A of the RFP, primarily through John Mallonee. The services approach will be provided onsite at least once per month for city Council meetings (and upon request at all meetings, weather permitted), with consultations available via Zoom, phone, and email throughout the time of the project. Services can begin immediately upon completion of the contract.

Qualifications and Experience

Balcomb & Green attorneys represent special districts, water conservancy districts, and local and state government agencies in land use, corporate, water law, natural resource, and litigation matters. Mr. Mallonee has been a Deputy City Attorney of the sixth largest city in Colorado. Our team consists of attorneys with experience as former City Attorneys and current General Counsel for Special Districts and other governmental entities, including for Counties, Water Conservancy Districts, and Metropolitan Districts. Our team practices extensively in land use development, including attending public hearings, handling open records act requests, navigating Colorado's Sunshine Law, negotiating development agreements, and negotiating construction contracts. Our team is also experienced in construction, employment, litigation, and water law. While many firms specialize in either local government or private party practice, Balcomb & Green attorneys understand the perspective from both sides. This insight allows our attorneys to advise government clients in serving and protecting the interests of their constituents, while helping the public efficiently work with government entities to accomplish their goals.

Mr. Mallonee has experience generally with the issues affecting Home Rule cities. He has revised the qualification forms for municipal elections, entered an appearance litigating the viability of a municipal oil and gas regulatory ordinance, as well as advising city development about the enforcement of ordinances, and draft revisions of ordinances. He has reviewed and revised contracts and advised with respect to policies, and settling cases related to 1st Amendment and 4th Amendment issues. He has been a police legal advisor, researched and advised on some sales tax changes, and supervised municipal prosecutors.

Firm Composition –

- City Attorney – John Mallonee (see attached biography)
- Land Use/Real Estate/Municipal - Scott Grosscup
- Litigation - John Mallonee
- Water/Municipal - Scott Grosscup, Sara M. Dunn, Christopher L. Geiger
- Of Counsel - Tom Hartert, Stephanie Neitzel
- Associates –Blake Peterson, Andrea Hall
- Paralegal - Britt Choate, Lisa Stoeber, Brenda Ladd, Sally Vagneur

As our client, the City of Leadville has access to all firm attorneys. We also provide biographies for every firm attorney on our website, www.balcombgreen.com.



John

Mallonee

John is Of Counsel at Balcomb & Green. His practice focuses on civil litigation and local government issues. His cases include breach of contract, fraud, property disputes, business litigation, real estate, securities litigation, will contests, intellectual property, corporate issues, investments, and civil rights/constitutional law. Local government issues include liquor licensing, marijuana licensing, open records, land use, administrative hearings, quasi-judicial decisions, legislative matters, elections, and open meetings.

John's practice varies widely and is well suited for Colorado's Western Slope. He represents individuals against corporations and governments, as well as governments and corporations in their affairs. From property boundary line disputes to corporate by-law litigation, he has experience that could suit the needs of a diverse base of valley residents. He has completed numerous trials, administrative hearings, commercial arbitrations, and appellate arguments, including appeals before the U.S. Court of Appeals for the 10th Circuit and the 4th Circuit.

Originally from Delaware, John spent much of his career in the Washington, D.C. area before moving to Colorado in 2013. He has been in private practice for most of his career but has also served as the Deputy City Attorney for the City of Thornton, as well as Assistant Director of Civil Litigation for Denver.

Position:

- Attorney, Balcomb & Green, P.C

Areas of Practice:

- Litigation, and Local Government

Bar Admissions:

- Colorado (2014)
- California (1999, Inactive)
- Washington, DC (2000, Inactive)
- Maryland (2004)

Education:

- Oxford University (2003, MBA)
- University of North Carolina (1999, JD)
- Franklin & Marshall College (1996, AB, *cum laude*)

Professional Associations and Memberships:

- Colorado Bar Association
- Colorado Police Legal Advisor's Group – Past member
- Colorado Rising Municipal Attorneys Group
- Trustee, Garfield County Library System
- Judicial Appointment and Retention Advisory Commission, Thornton: Past Ex-Officio Member
- Oxford University Society of Washington, DC – Past Treasurer
- Licensing Executive Society, Washington, DC – Past Membership Coordinator

References & Relevant Experience

Client Name	Project Description and Dates	Attorney/Staff	Project Manager Name and Telephone Number
City of Thornton	2018-2021	John Mallonee	Kristen Rosenbaum, City clerk Ph. 303.538.7309 Luis Corchado Past City Attorney Ph. 303.618.2686
Town of Mountain Village	Ongoing Representation	Christopher L. Geiger	Kim Montgomery, Town Manager Ph: 970.728.6413
Eagle County, Colorado	Ongoing Representation	Sara M. Dunn	Bryan Treu, County Attorney Ph: 970.331.2511


Cost Proposal

See Attached

Thank you for considering our proposal for the City of Leadville's City Attorney Services. Please feel free to contact me if any questions arise. We look forward to hearing from you soon.

Sincerely,

BALCOMB & GREEN, P.C.

By: 

John Mallonee,
Sara Dunn, President

PROPOSER'S CERTIFICATION

Note: Return this page with your proposal.

RFP Title: City Attorney
RFP Number: 23-001
RFP Closing Date and Time: 7/7/2023 at 5:00 pm MST

The undersigned, as an authorized agent of the proposer, hereby certifies:

- (x) the receipt of 0 addendums;
- (x) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- (x) the proposer is qualified to perform the work and services outlined in this RFP;
- (x) the proposer has reviewed the City's Agreement for Professional Services; and
- (x) that the proposal is valid until 9/1/2023 (date).

Balcomb & Green, P.C.
Company Name

818 Colorado Avenue, PO Box 790
Mailing Address

Glenwood Springs, CO 81602
City, State, Zip Code

84-0832752
Federal Employee ID Number (FEIN)

Professional Corporation
Type of Entity (sole proprietorship, LLC, partnership, LLP, corporation, etc.)

www.balcombgreen.com
Website (if applicable)


Authorized Signature

John Mallonee
Printed Name

Of Counsel
Title

(970) 945-6546
Phone Number

Fax Number

jmallonee@balcombgreen.com
Email Address

**Cost Proposal
Balcomb & Green, P.C.**

Balcomb & Green, P.C. achieves efficiency in terms of cost savings—whether it is due to our ability to turn around matters in a shorter timeframe, to negotiate resolutions of matters or to use other creative methods to bring positive outcomes. Our proposed rates might not be the lowest, but we provide an assurance of quality and efficiency.

**BALCOMB & GREEN, PC
2023/2024 Municipal Billing Rates**

Attorney	Rate
Dunn, Sara M	\$250
Geiger, Christopher L	\$250
Grosscup, Scott	\$250
Mallonee, John	\$250
Stephanie, Neitzel	\$250
Associate Attorneys	
Blake, Peterson	\$200
Hall, Andrea	\$200
Paralegals	
Choate, Britt	\$175
Ladd, Brenda	\$175
Stoeber, Lisa	\$175
Vagneur, Sally	\$175

We recommend a blended hourly rate for routine general services—coupled with clear communication and budgeting. If selected for Legal Services, John Mallonee would work closely with the City, City Administrator, Mayor, City Boards, and finance staff to ensure that budgets are set, monitored, and honored. To track legal costs, he would set up individual billing numbers for separate matters so the Town can easily determine the amount of time and money spent on any project. He would also provide periodic status reports to the Town.

GENERAL LEGAL SERVICES

The following routine services (not intended to be exhaustive) would be provided at the General Legal Services rate:

- Provide routine legal advice to the City County, City Administrator, Mayor, Town Boards, etc.
- Attend City Council and Board Meetings as requested.
- Prepare and/or review staff reports, ordinances, resolutions, agreements, deeds, leases, easements, and other routine City documents;
- Review and advise City staff on land use and historic preservation applications;
- Advise on liquor, marijuana and short-term rental licensing matters;
- Enforcing and providing legal advice regarding enforcement of City ordinances, zoning, and building standards through administrative or judicial proceedings;
- Legal work pertaining to property acquisition (excluding eminent domain) and disposal, right-of-way vacations and other issues, easements, construction and maintenance of public improvements and other real property matters;
- Monitoring and advising the City of new legislation and court decisions affecting municipalities;
- Providing legal advice on personnel matters in all aspects of employment law;
- Providing legal advice, training, and support to City Council, City administrative personnel, City departments, boards, and commissions; and
- Coordinating outside legal counsel services on behalf of the City.

SPECIAL COUNSEL SERVICES

Compared to most public agency firms, we can provide a greater range of specialized legal services because we have the appropriate staff to handle such matters. Our proposed rate for special counsel services reflects this higher level of expertise. Special counsel services include all litigation; water law; employment-related hearings, arbitrations, grievance hearings, fact-finding hearings, and disciplinary hearings; successor agency matters; eminent domain; energy; atypical election issues (such as responding to citizen-initiated referenda or initiatives); significant land use projects not subject to cost recovery; complex environmental issues not subject to cost recovery; telecommunications; regulatory and administrative hearings before other public agencies; and other special counsel work approved by the Town.

COST RECOVERY

Some legal services are needed as a result of applications for land use permits and other matters benefitting private parties. When these legal services can be reimbursed by the third parties, Balcomb & Green, P.C. will charge its full cost recovery rates, subject to the Town's approval. Cost recovery rates are determined by our current market rates.

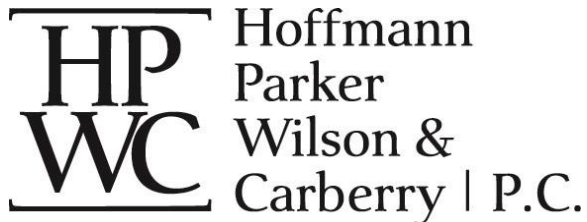
OTHER EXPENSES

Balcomb & Green, P.C. will not charge for office support services, including word processing and facsimile charges. Although we are committed to attending all City meetings in-person when requested, to minimize travel expenses, we are prepared to coordinate with the Town for attending other board meetings via telephone or video conference as desired by the Town. We propose to charge the costs of postage, and any third-party expenses, such as expert witness fees, deposition and court reporter fees, and electronic legal research.

Mileage	At IRS rates
Photocopy	No extra charge
Postage	USPS rate
Third Party Expenses	Actual costs

ALTERNATIVE FLAT/FIXED/ "NOT-TO-EXCEED" FEE STRUCTURE

Alternatively, we are open to negotiating a fixed fee structure with a "not-to-exceed" price for a "not-to-exceed" hourly amount. For example, for a flat \$9,000 fee, we can provide up to 40 hours per month, with the above-listed rates being implemented in the event that more than 40 hours per month of attorney time is required and/or requested.



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

July 6, 2023

Laurie Simonson, City Administrator
City of Leadville
800 Harrison Avenue
Leadville, CO 80461
via email to: cityadmin@leadville-co.gov

Re: Request for Proposal No. 23-01 for City Attorney Services

Dear Ms. Simonson:

Please accept this letter and the accompanying materials as our response to the Request for Proposals ("RFP") for City Attorney services for the City of Leadville. As set forth below, we believe that you will find our qualifications and experience consistent with the needs of the City of Leadville. In addition to this response, we have attached the individual resumes of Hilary Graham, Austin Flanagan, and Elizabeth LeBuhn, who would be primarily responsible for the representation of the City.

Introduction

Hoffmann, Parker, Wilson & Carberry, P.C. was formed in 1985 with the specific goal of providing legal services to Colorado local governments. We currently work with over 40 different local governments in Colorado in various capacities, from general counsel to special counsel to hearing officer. We have for many years been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers under the category of Municipal and Zoning Law. In addition, we have maintained Martindale-Hubbell's highest rating, AV, since 1985.

The firm includes four directors, three "of counsel" attorneys, five associate attorneys, and three paralegals/legal assistants. As a firm, we have nearly 200 years of combined legal experience. We are a full-service local government law firm, meaning that we provide representation in all areas of law related to local governments, other than water law and public finance.

Our Services and Approach

While the entirety of the firm's resources would be available to assist, we believe it is important for clients to have consistent personnel. Thus, we propose three primary attorneys for the Leadville legal team: Hilary Graham, Austin Flanagan, and Elizabeth LeBuhn. Initially, we would propose that Elizabeth attend the City Council meetings virtually with Hilary and Austin available as needed. We are of course happy to modify this schedule to best serve the City's needs. All three attorneys would collaborate to deliver timely legal work to the City, and we can designate one point of contact if that is the City's preference.

Our services include: advising the City Council and City staff on legal issues; drafting and reviewing contracts, ordinances, resolutions, deeds, and other legal documents; advising licensing authorities and boards and commissions; assisting the City with contract negotiations; drafting legal memoranda on new legislation and case law; and representing the City in litigation, as necessary.

Qualifications and Experience

We are passionate about delivering exceptional legal services tailored to the needs of the individual client. The size of our firm allows us to provide expertise in various practice areas while still delivering highly personalized service.

From the day-to-day questions of how to interpret and apply a municipal code to complex constitutional issues, over the course of the firm's nearly 40 years of business we have worked on nearly every conceivable municipal legal issue. Still, we strive to be at the forefront of the modern legal issues facing municipalities. For instance, Austin and Elizabeth recently published an article in the *Colorado Lawyer* analyzing the legal issues surrounding the regulation of short-term rentals in Colorado. Simply put, there is no other firm in the State with the same level of experience and knowledge concerning representation of local governments.

More specifically, Hilary has 20 years of experience in all aspects of municipal law, specializing in sales and use tax, eminent domain, land use and zoning, constitutional law, liquor and marijuana licensing, and open meeting and open records compliance. She has worked as Town Attorney for the Town of Winter Park for the last several years and is extensively involved in the Town's efforts to address its affordable housing shortage. Austin has extensive experience navigating difficult development issues in municipalities across Colorado and the nation, including drafting development agreements and land use codes as well as assisting municipalities through the entirety of the development process. He serves as the Town Attorney for the Town of Mountain View and Assistant Town Attorney for the Towns of Winter Park and Erie. Elizabeth specializes in urban renewal, employment, and litigation. She has experience advising urban renewal authorities and serves as municipal prosecutor in traffic and criminal misdemeanor matters for several clients. Recently, she presented to a local government's Human Resources Department on a variety of employment law requirements and processes.

Because our firm represents a number of municipalities, we can offer substantial savings to each of them. For example, when new legislation is passed, we can draft a template memorandum for all of our municipal clients, thus drastically reducing the cost to research and draft that memorandum. Likewise, we are happy to provide standard forms and templates for the City for common types of agreements.

In the past five years we have worked with the following municipalities as general counsel:

- City of Black Hawk
- City of Cañon City
- City of Manitou Springs
- City of Northglenn
- City of Victor
- City of Walsenburg
- City of Yuma
- Town of Arriba
- Town of Buena Vista
- Town of Calhan
- Town of Deer Trail
- Town of Eagle
- Town of Elizabeth
- Town of Erie
- Town of Foxfield
- Town of Genoa
- Town of Gilcrest
- Town of Green Mountain Falls
- Town of Hudson
- Town of Larkspur
- Town of Montezuma
- Town of Mountain View
- Town of Platteville
- Town of Ramah
- Town of Superior
- Town of Vail
- Town of Winter Park

In the past five years we have worked with the following municipalities as special counsel:

- City of Aurora
- City of Brighton
- City of Centennial
- City of Colorado Springs
- City of Commerce City
- City of Englewood
- City of Fort Collins
- City of Grand Junction
- City of Lakewood
- City of Longmont
- City of Loveland
- City of Thornton
- City of Trinidad
- City of Westminster
- City of Wheat Ridge
- Town of Avon
- Town of Mountain Village
- Town of Palmer Lake
- Town of Parker

We also represent numerous special districts, urban renewal authorities, and downtown development authorities, with a dedicated emphasis on supporting public entities in their important work. In this regard, we are obligated to note that the firm has been retained by the Leadville Lake County Regional Housing Authority (LLCRHA). Kendra Carberry is the primary attorney for LLCRHA, and, if selected by the City, the firm would honor all professional standards and obtain

informed consent before representing both the City and LLCRHA. For some matters, the City or LLCRHA may need to retain separate counsel. We anticipate this would be rare.

Rates and Expenses and Hourly Rate

Our firm has worked very hard to develop a reputation for quality, full-service representation at reasonable hourly rates. For Leadville, we would propose a rate of \$235 per hour for attorneys and \$125 per hour for paralegal work. We do not charge for legal assistant time. Travel time is billed at half the applicable rate. Additionally, we bill for actual costs incurred, such as filing fees, copies, postage, and computerized legal research.

We typically bill our time on or before the sixth day of each month, with payment being due on or before the last day of the month within which the billing is sent. Our bills detail the date upon which the work was accomplished, the name of the attorney, a description of the work, the time (in tenths of an hour) spent on the work, and the total amount due for the particular work accomplished. At the City's request, we will provide separate accounting for specific activities (such as meetings, litigation, and work for particular departments).

Insurance

Our firm carries \$2,000,000 in professional liability insurance with The Hartford.

Client References

We would encourage you to contact any of our current clients for an honest assessment of our responsiveness and professionalism. For specific references, you are welcome to contact:

Keith Riesberg, Town Manager, Town of Winter Park
970-726-8081, ext. 207 / kriesberg@wpgov.com

Bryce Lange, Town Manager, Town of Hudson
720-961-2028 / manager@hudsoncolorado.org

Hilarie Portell, Director, Englewood Downtown Development Authority
720-810-3906 / hportell@englewooddowntown.com

Lisa Andrews, CMC, Senior Deputy City Clerk – Licensing Administrator, City of Northglenn
303-450-8755 / landrews@northglenn.org

Conclusion

We are excited about the opportunity to work with the City of Leadville. We believe our qualifications and experience will provide the City with the necessary legal services for the City to continue to strive. We look forward to discussing this response with City representatives

July 6, 2023
Page 5

virtually or in person. In the meantime, please let us know if we can answer any questions or be of further assistance.

Very truly yours,



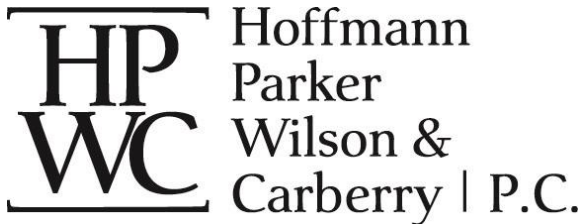
Hilary M. Graham
hmg@hpwclaw.com



Austin P. Flanagan
apflanagan@hpwclaw.com



Elizabeth G. LeBuhn
egl@hpwclaw.com



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

Hoffmann, Parker, Wilson & Carberry, P.C. is a law firm specializing in local government law. The firm has a combined total of nearly 200 years of experience among its attorneys, including particular expertise in the following areas:

- Acting as general counsel to the following local governments: the Cities of Northglenn, Black Hawk, Victor, Manitou Springs, Cañon City and Yuma; the Towns of Superior, Mountain View, Platteville, Vail, Winter Park, Erie, Eagle, Montezuma, Hudson, Foxfield, Elizabeth, Gilcrest, Arriba, Genoa, Deer Trail, Buena Vista, Calhan, Green Mountain Falls, and Ramah; and the Counties of Morgan and Washington.
- Acting as general counsel to the following special districts: Alameda Water and Sanitation District; Superior Metropolitan District No. 1; Superior Metropolitan Interchange District; Health District of Northern Larimer County; North Lincoln Water and Sanitation District; Church Ditch Water Authority; Parker Water and Sanitation District; Fremont Sanitation District; Wiggins Fire Protection District; Round Mountain Water and Sanitation District.
- Acting as general counsel to the following other public entities: Brighton Urban Renewal Authority; Superior Urban Renewal Authority; Vail Reinvestment Authority; Town of Erie Urban Renewal Authority; Northeast Colorado Health Department; Foothills Animal Clinic; North Front Range Metropolitan Planning Organization; Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge; Parker Authority for Investment; Castle Rock Downtown Development Authority; Arvada Urban Renewal Authority; Evans Redevelopment Agency; Town of Erie Urban Renewal Authority; Northglenn Urban Renewal Authority; Economic Development of Dacono; Vail Local Housing Authority; and Leadville-Lake County Regional Housing Authority; and Canon City Area for Reinvestment Expansion.
- Acting as special counsel to the following public entities: the Towns of Parker, Crested Butte and Avon; the Cities of Brighton, Colorado Springs, Centennial, Commerce City, Fort Collins, Lakewood, Longmont, Golden, Grand Junction, Englewood, Thornton, Westminster, Wheat Ridge, Trinidad and Aurora; the Counties of Eagle and Pueblo; the City & County of Denver; the Metro Water Recovery; the Vail Recreation District; the

Stoneridge Metropolitan District Nos. 1 and 2; the Fire and Police Pension Association; the Denver Public Schools ProComp Trust; the Aurora Urban Renewal Authority; the Jefferson County Housing Authority; the Colorado Springs Ethics Commission; the Lakewood Reinvestment Authority; and the Chaffee Housing Authority.

- Acting as hearing officer for the following public entities: the City & County of Denver (tax, public works, land use); the City of Golden (licensing); the City of Aurora (tax, licensing); Denver International Airport (concessions); the City of Lakewood (campaign finance); the City of Fort Collins (land use, employment); the Town of Dillon (licensing); the City of Dacono (code enforcement); the City of Englewood (tax); and the City of Thornton (employment).
- Litigation including condemnation, real estate, land use, contract, annexation, tax, administrative, government and general civil litigation matters.
- Employment law, including defense of wrongful discharge cases, collective bargaining, the Fair Labor Standards Act and other federal regulation, and development of policies, procedures, contracts and ordinances to help the public employer avoid liability.
- Election law, including TABOR compliance and initiative, referendum and recall.
- Real estate due diligence and transactions and the negotiation and drafting of contracts, regulations and standards.
- Drafting legislation, both state and local, and lobbying and testifying before legislative committees.

Among the publications authored by the firm's lawyers, the following include some of the articles most pertinent to local governments.

C. Hoffmann and K. Carberry, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

C. Hoffmann, *Municipal Regulation of Marijuana: Colorado Municipal League Annual Seminar on Municipal Law* (October 2017).

C. Hoffmann, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2012).

C. Hoffmann, *Special Issues in Eminent Domain*, Colorado Municipal League Seminar on Municipal Law (October 2011).

C. Hoffmann, *Medical Marijuana: Issues to Consider Regarding Local Control*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, *Redistricting – A Municipal Perspective*, Colorado Municipalities (Vol. 88, No. 1, February 2012) and *The Colorado Lawyer* (Vol. 31, No. 2, February 2002).

K. Carberry, D. Atencio and A. McGihon, *Colorado Election Law Update* (published by the National Business Institute, July 2001).

P. Wilson, *Eminent Domain Law in Colorado*, *The Colorado Lawyer* (Vol. 35, Nos. 9 and 11, 2006);

P. Wilson and J. Sperber, *Blazing a Trail: Condemning Ways of Necessity in the New West*, *Current condemnation Law*, American Bar Association (2006);

P. Wilson and C. Price, *Local government Sales and Use Taxes*, *The Colorado Lawyer*, (Vol. 40., No. 7, 2011)

In the area of continuing legal education, the firm's lawyers participate regularly in every Colorado Municipal League seminar on municipal law. Firm members have also received regional and national recognition for their expertise through several speaking invitations. The many addresses given by the firm's lawyers include the following:

K. Carberry, C. Hoffmann, Annual Survey of Municipal Law, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

K. Carberry, Colorado Open Meetings Law and Local Public Bodies, Colorado Freedom of Information Coalition Conference - "Sunshine in Your Pocket" (April 2018).

K. Carberry, W. Weigler, S. Hardy, C. Rutz, The Short-Term Rental Conundrum, American Bar Association Spring Symposia (April 2017).

K. Carberry, K. Kelly and G. Wilson, *Privileges Under the Colorado Open Records Act*, Colorado Municipal League Annual Seminar on Municipal Law (October 2015).

K. Carberry, G. Wilson and S. Roy, *Open Meetings & Open Records – 10 Tough Questions*, Colorado Municipal League Annual Conference (June 2013).

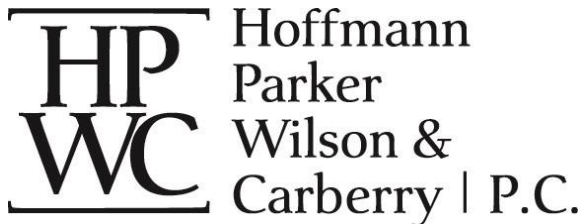
K. Carberry, C. Hoffmann and T. Haas-Davidson, *Counties: Love the One(s) You're With*, Colorado Municipal League Annual Conference (June 2013).

K. Carberry, R. Gregory, B. Ortiz and V. Matheson, *Wild Urbanism – Coyotes, Prairie Dogs and Chicken Coops*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, S. Light and K. Aviles, *Revenue Sharing Perks and Pitfalls – Yes it Can Work!*, Colorado Municipal League Annual Conference (June 2009).

K. Carberry and J. Parker, *Residential Door-to-Door Solicitation*, Colorado Municipal League Annual Seminar on Municipal Law (October 2007).

K. Carberry, *Legislative Redistricting at the State and Local Levels: Implications for Municipalities*, Colorado Municipal League Annual Seminar on Municipal Law (October 2001).



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

511 16th St., Suite 610
Denver, CO 80202-1468
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

RÉSUMÉ OF HILARY M. GRAHAM

POSITIONS:

Of Counsel, Hoffmann, Parker, Wilson & Carberry, P.C. (2016 – Current)

Responsible for representing client municipalities, special districts, urban renewal authorities, and downtown development authorities in litigation and advising them on various general counsel matters, including without limitation, formation, compliance, sales and use tax, eminent domain, contracts, land use and zoning, constitutional law, licensing, open meeting and open records, and drafting ordinances, resolutions and contracts.

Deputy City Attorney, City of Westminster, Colorado (2012 – 2016)

Responsible for advising city staff on contracts, code enforcement, and constitutional law; advised the City's licensing authority; served as back-up to City Attorney in advising City Council and department heads; appointed acting City Attorney during vacancy in that position from November 2015-January 2016; supervised lead prosecuting attorney and paralegal; drafted contracts and ordinances.

Assistant City Attorney II, City of Westminster, Colorado (2010 – 2012)

Responsible for advising city staff on contracts, code enforcement, and constitutional law; advised the City's licensing authority; drafted contracts and ordinances.

Associate Attorney, Hayes, Phillips, Hoffmann & Carberry, P.C. (2003 – 2010)

Responsible for representing client municipalities in litigation and advising client municipalities on various matters, including but not limited to, drafting home rule charters, sales and use tax, eminent domain, contracts, land use and zoning, constitutional law, licensing, open meeting and open records, and drafting ordinances, resolutions and contracts.

Law Clerk, Honorable Raymond D. Jones, Colorado Court of Appeals (2002 – 2003)

EDUCATION:

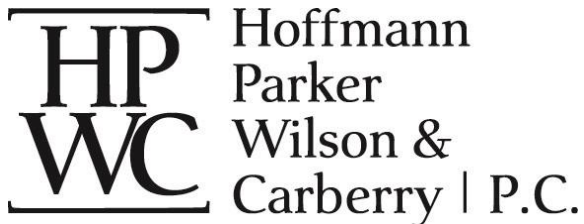
University of Colorado School of Law (J.D. 2002)

University of Kansas, Lawrence Kansas (B.S. Journalism; B.A. French 1992)

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Admitted to practice: Colorado (all state courts)

United States District Court for the District of Colorado



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

511 16th St., Suite 610
Denver, CO 80202-1468
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

RÉSUMÉ OF AUSTIN PIERCE FLANAGAN

POSITIONS:

Hoffmann, Parker, Wilson & Carberry, P.C. (2021 – Current)

Practice is primarily transactional representing Colorado municipalities on matters including urban renewal law, land use and zoning, real and personal property, constitutional law, open meeting and open records; litigation on matters including eminent domain and land use challenges; drafting and negotiating various agreements with land developers and public entities including annexation agreements, public improvement agreements, and franchise agreements.

Clarion Associates, Denver, CO (2019 – 2021)

Developed creative solutions to difficult land use, design, and development questions including drafting land use ordinances, conducting Department of Housing and Urban Development Analysis of Impediments, and compiling transit and affordable housing reports.

National Renewable Energy Laboratory, Golden, CO (2018 – 2019)

Researched and drafted federal and state hydropower, geothermal, and solar energy regulations.

2nd Judicial District of Colorado, Denver, CO (2017)

While clerking for Judge Buchanan, researched case law to cross-reference accuracy of party's briefs and wrote opinions on-behalf of Judge Buchanan ranging from criminal appeals to securities fraud.

EDUCATION:

University of Colorado Law School, Boulder, CO (J.D. 2019)

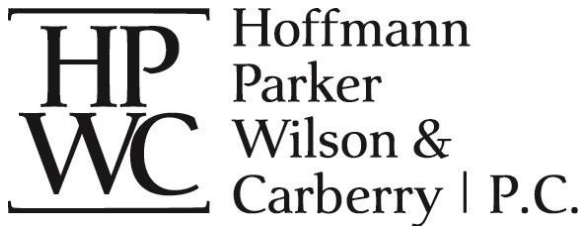
Point Loma Nazarene University, San Diego, CA (B.A. Political Science 2016)

PUBLICATIONS AND PRESENTATIONS:

- A. Flanagan, E. LeBuhn, *The Long and Short of Short-Term Rentals*, Colorado Lawyer (May 2023)
- A. Flanagan, C. Rutz, L. Lyda, *The Law of Short-Term Rentals*, Land Use Law: How-To (Advanced) Conference (December 2022)
- A. Flanagan, T. Curtis, S. Sommer, E. Garvin, *Planning, Law and Science Come Together to Save the World*, American Planning Association Colorado Chapter Conference (October 2020)
- A. Flanagan, A. Levine, *FERC Hydropower Licensing: A Review of Utilization of the ILP, TLP, and ALP*. The National Renewable Energy Laboratory (2019)
- A. Flanagan, *Collaborating for a Greener Future: How Colorado Encourages Better Energy Decisions*, Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)
- A. Flanagan, *Banning Plastic: A Local Effort*. Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Admitted to practice: Colorado (all state courts)



Hoffmann
Parker
Wilson &
Carberry | P.C.

Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

511 16th St., Suite 610
Denver, CO 80202-1468
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

RÉSUMÉ OF ELIZABETH GRACE LEBUHN

POSITIONS:

Hoffmann, Parker, Wilson & Carberry, P.C. (2020 – Current)

Responsible for representing municipalities in litigation and advising client municipalities on various matters, including urban renewal and development law, eminent domain, land use and zoning, real and personal property, constitutional law, election law, open meetings and open records, various taxation issues and drafting ordinances, resolutions, and contracts as well as providing municipal prosecution services.

Law Clerk, Colorado Municipal League, Denver, CO (2019 – 2020)

Aided municipal officials with legal inquiries, assisted in researching, writing and editing newsletter publications, and contributed to amicus briefs in support of member municipalities.

Law Clerk, Hamre, Rodriguez, Ostrander & Dingess, P.C., Denver, CO (2019)

Conducted research in the areas of eminent domain and broader land use laws, drafted memos and motions, and reviewed citations prior to filing.

Law Clerk, Cognizant Technology Solutions, Englewood, CO (2018)

Reviewed client and partner agreements and created template contracts for future use, researched consumer privacy law to ensure compliance.

Law Clerk, 18th Judicial District of Colorado, Centennial, CO (2017)

Researched case law to cross-reference accuracy of parties' briefs and wrote opinions on behalf of Judge Charles Pratt in civil, domestic and criminal proceedings.

EDUCATION:

University of Denver College of Law (J.D. 2020)

The Ohio State University, Columbus, OH
(B.A. Public Affairs; B.S. City and Regional Planning 2016)

PRESENTATIONS AND PUBLICATIONS:

E. LeBuhn, A. Flanagan, *The Long and Short of Short-Term Rentals*, Colorado Lawyer
(May 2023)

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Rising Municipal Attorneys Association

Admitted to practice: Colorado (all state courts)

PROPOSER'S CERTIFICATION

Note: Return this page with your proposal.

RFP Title: City Attorney
RFP Number: 23-001
RFP Closing Date and Time: 7/7/2023 at 5:00 pm MST

The undersigned, as an authorized agent of the proposer, hereby certifies:

- (X) the receipt of 0 addendums;
- (X) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- (X) the proposer is qualified to perform the work and services outlined in this RFP;
- (X) the proposer has reviewed the City's Agreement for Professional Services; and
- (X) that the proposal is valid until 90 days from submission (date).

Hoffmann, Parker, Wilson & Carberry, P.C.



Company Name

511 16th Street, Suite 610

Authorized Signature

Hilary M. Graham

Mailing Address

Denver, CO 80202-6444

Printed Name

Of Counsel

City, State, Zip Code

84-0997888

Title

303-825-6444

Federal Employee ID Number (FEIN)

P.C.

Phone Number

303-825-1269

Type of Entity (sole proprietorship, LLC, partnership, LLP, corporation, etc.)

<https://hpwclaw.com/>

Fax Number

info@hpwclaw.com

Website (if applicable)

Email Address

PROPOSER'S CERTIFICATION

Note: Return this page with your proposal.

RFP Title: City Attorney
RFP Number: 23-001
RFP Closing Date and Time: 7/7/2023 at 5:00 pm MST

The undersigned, as an authorized agent of the proposer, hereby certifies:

- (✓) the receipt of 0 addendums;
- (✓) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- (✓) the proposer is qualified to perform the work and services outlined in this RFP;
- (✓) the proposer has reviewed the City's Agreement for Professional Services; and
- (✓) that the proposal is valid until November 1, 2023 (date).

Murray Dehl Berg & Renaud, LLP
Company Name

710 Kipling Street, Suite 300
Mailing Address

Lakewood, CO 80215
City, State, Zip Code

20-1943771
Federal Employee ID Number (FEIN)

Colorado Limited Liability Partnership
Type of Entity (sole proprietorship, LLC, partnership, LLP, corporation, etc.)

mdbrlaw.com
Website (if applicable)

[Signature]
Authorized Signature

Thad Renaud
Printed Name

Partner
Title

303-493-6676
Phone Number

Fax Number

trenaud@mdbrlaw.com
Email Address



July 6, 2023

Original sent via electronic mail to:

Laurie Simonson
City Administrator
800 Harrison Avenue
Leadville, CO 80461
cityadmin@leadville-co.gov

Re: Response to Request for Proposals for City Attorney Services

Dear Ms. Simonson:

Murray Dahl Beery & Renaud, LLP (“MDBR” or the “Firm”) is pleased to respond to the City of Leadville’s (the “City’s”) Request for Proposals for City Attorney services (“RFP”). We believe we are uniquely qualified to deliver the type of legal services City Staff and City Council seek.

Responses below are provided in the same order set forth by the “Required Responses” identified on Page 6 of the RFP:

Project/Services Approach and Timeline

Since its founding nearly twenty years ago, the Firm has been committed to the practice of municipal law and has extensive demonstrated experience in providing statutory and home rule municipalities with the wide variety of legal services required by a community like the City of Leadville.

The six attorneys that make up the Firm currently (and respectively) serve as the designated city or town attorney for nine Colorado municipalities, including the Town of Frisco, the City of Edgewater, the City of Idaho Springs, the City of Wheat Ridge, the Town of Poncha Springs and the Town of Mt. Crested Butte (to name but a few). We serve as special counsel to dozens of other Colorado municipalities and other local governmental entities across the state on a wide variety of matters.

We have considerable experience serving smaller communities with limited staffing. We assist our clients in matters as varied as the coordination of elections, the purchase, sale and lease of real property, the development of affordable housing through public/private partnerships, the conduct of litigation, the drafting of land use laws and other ordinances, and the navigation of constitutional questions and recent constitutional case law, both state and federal.

Each of the senior attorneys of the Firm have performed nearly every legal service related to the successful functioning of a local government, and we have a team approach that takes advantage of particular areas of expertise. The Firm regularly consults and works hand-in-hand with planners, clerks, event coordinators, community development officials, and other municipal staff members. The Firm considers itself a part of its clients' day-to-day operations and is readily available to assist with any issue staff may encounter.

As a firm and as individual attorneys, we strongly believe that our role is to provide advice and options for our municipal clients to achieve their policy goals. Critically, we are not the municipality's policy makers – we are there to help implement the policy decisions made by elected and appointed officials. As to customer service, we are aware of the need to respond promptly to requests for assistance and counsel, particularly when the response time is limited by the City's meeting and other schedules. We strive to respond within one business day. We actively engage in scheduling to meet client needs. We also strive to provide efficient legal services by utilizing form contracts and other documents, regularly engaging in legal training, and encouraging staff to undertake initial drafting of documents. We seek to find the balance between providing too much, and too little, in the way of legal services.

Our six (6) attorneys have a cumulative total of over 100 years of municipal legal experience. As more fully detailed below, each attorney associated with the Firm has extensive experience representing Colorado home rule and statutory cities and towns.

For Leadville, Mr. Klein would be the attorney tasked with handling the majority of the City's day-to-day work under Mr. Renaud's supervision. Mr. Renaud, in turn, would serve as the designated City Attorney and would attend all Council meetings. In those capacities, Mr. Renaud and Mr. Klein would be available to the City Staff and elected officials on a daily basis.

The Firm proposes that Mr. Renaud would be the primary attorney attending City Council meetings for the first thirty-six (36) months of representation and, following this period, the City would agree to consider Mr. Klein taking on the responsibility for Council meetings.

Qualifications and Experience (Including number of years in business)

The Firm has been in business since 2005. Following is a brief description of the practices of the Firm's principal attorneys and their present public entity clients. In addition to the references provided below, more detailed Resumes and references are available for each attorney upon request.

Thad W. Renaud is a founding partner of the Firm whose nearly 30 years of legal practice have been concentrated in the areas of local government, land use and real estate law.

Mr. Renaud has been the Town Attorney for the Town of Frisco since 2004 and served as the City Attorney for the City of Edgewater from 2008 to 2023. He has also served, since 1997, as special counsel for the Beaver Creek Resort Company of Colorado, specializing in land use matters. In Frisco, he is proud to have recently assisted the Town in the negotiation and drafting of an IGA with the state concerning the redevelopment of a previously state-owned property for affordable rental units.

Mr. Renaud is also honored to serve as the Associate Municipal Court Judge for the City of Blackhawk, Colorado, and for the Town of Winter Park, Colorado. Other relevant experience includes service as the City Attorney for the City of Cherry Hills Village (2004 – 2008), the Assistant City Attorney for the City of Lafayette (1997 – 2004) and the Assistant Town Attorney for the Town of Frisco, Colorado (1996 – 2004).

Over the three decades of his career, Mr. Renaud has acted as special counsel for several Colorado cities and towns in various land use and litigation matters. Mr. Renaud's practice has included the successful defense of a Rule 106(a)(4) land use case through the Colorado Court of Appeals, and the successful argument before the Colorado Supreme Court concerning the home rule authority of Colorado municipalities. He has written and lectured on topics as varied as: the regulation of speech in public forums; the law of subdivisions in Colorado; and the use of local code provisions to promote affordable housing.

Mr. Renaud received his B.A. from the University of Texas at Arlington in 1990, and his J.D., with honors, from the University of Texas at Austin in 1993. He was admitted to the Colorado Bar in 1993.

Nicholas Klein is an Associate attorney with the Firm who was admitted to the Colorado Bar in 2022. Prior to his admission, Mr. Klein served as a Law Clerk with the Firm for sixteen months. He regularly provides general municipal advisement to the Firm's clients and serves as Town Prosecutor for the Town of Frisco.

Mr. Klein's experience includes guiding the Firm's clients in the areas of municipal election law, liquor licensing, land use law and litigation, Code enforcement, business licensing, and drafting of a wide variety of ordinances and agreements. He also serves as the Town Prosecutor and Assistant Town Attorney in the Town of Mt. Crested Butte, and the Deputy City Attorney in the Cities of Idaho Springs and Edgewater.

Gerald E. Dahl, also a founding partner of the Firm, has been a city and town attorney for his entire career. Mr. Dahl has represented both statutory and home rule municipalities on election matters, has drafted numerous ballot questions and TABOR notices, and has handled recall elections, special elections, and election contests. Mr. Dahl also regularly writes and lectures on local government land use, annexation, and public officials' duties and responsibilities. He was admitted to the Colorado bar in 1976. His current designated city and town attorney responsibilities include:

City of Wheat Ridge: City Attorney 1995 to the present

Town of Georgetown: Town Attorney 2012 to the present

Town of Poncha Springs: Town Attorney 2016 to the present; special counsel, 2006 to the present

Town of Mt. Crested Butte: Town Attorney 2023 to the present.

Mr. Dahl's special counsel representation of Colorado municipalities over the last 40 years is too numerous to list here but will be provided on request.

Carmen N. Beery is a Partner of the Firm who has represented Colorado municipalities since her admission to the Colorado bar in 2000. She has been the designated attorney for several Colorado municipalities over the past 18 years. Ms. Beery advises municipal staff and officials on the host of issues that arise in local government operations, such as Open Records Act requests, Sunshine Law issues, the review of proposed contracts, easements, and ordinances and the drafting of these documents. She also provides particular expertise related to personnel matters and, having served as a POST certified peace officer, law enforcement matters. She has been the Idaho Springs City Attorney since 2006. Ms. Beery served as the Deputy City Attorney for the City of Edgewater from 2008 until 2023 when she was appointed City Attorney.

Joseph Rivera is Special Counsel with the Firm, who was admitted to the Colorado bar in 2004. Since 2007, Mr. Rivera's practice has been almost exclusively devoted to the representation of Colorado municipalities and other local governmental entities. He regularly provides general municipal advisement to the Firm's clients. He also has an active and varied litigation practice and has represented several Colorado municipalities and other governmental entities in condemnation actions, quiet title actions, land use matters and litigation, employment matters, police disciplinary matters, and election

matters, and has defended the Firm's clients from many other types of claims. Examples of his clients and tenures are as follows:

City of Salida: Special Counsel 2021 to the present
Town of Vail: Special Counsel 2020 to the present
Town of Morrison: Town Attorney from 2022 to the present
Aerotropolis Area Coordinating Metropolitan District: Special Counsel, 2020
City and County of Denver: Special Counsel, 2016
City of Evans: Special Counsel, 2014 to 2021
City of Wheat Ridge, Deputy City Attorney, 2015 to the present
El Paso County: Special Counsel, 2017 to 2018
Town of Monument: Special Counsel, 2015 to the present
City of Aurora: Special Counsel 2018 to the present
El Paso County: Special Counsel 2017 to the present
Roaring Fork Transit Authority: Special Counsel 2014 to the present

References (minimum of three references for projects of similar scope, preferably other town, city or local governments in Colorado that the proposer currently provides services)

1. Town of Frisco, Colorado

Contact Information:

Hunter Mortensen, Mayor
(970) 227-5163
HunterM@townoffrisco.com

Tom Fisher, Town Manager
(970) 668-9123
E-mail: TomF@townoffrisco.com

Legal Services: Thad Renaud is the designated Town Attorney for the Town of Frisco, Nicholas Klein is the designated Town Prosecutor, and Joseph Rivera has previously served as Town Prosecutor.

2. City of Edgewater, Colorado

Contact Information:

Steve Conklin, Mayor Pro Tempore
(303) 909-0479
SConklin@edgewaterco.com

Legal Services: Thad Renaud served as the City Attorney from 2008 to 2023; Carmen Beery is the currently designated City Attorney, and Nicholas Klein serves as the Deputy City Attorney.

3. City of Idaho Springs, Colorado

Contact Information:

Andrew Marsh, City Administrator
(303) 567-4421
E-mail: admin@idahospringsco.com

Legal Services: Carmen Beery is the designated City Attorney for the City of Idaho Springs. Nicholas Klein has provided general municipal advisement to the City of Idaho Springs and regularly attends meetings of and advises the Idaho Springs Planning Commission.

4. Town of Mt. Crested Butte, Colorado

Contact Information:

Carlos Velado, Town Manager
(970) 349-6632
E-mail: cvelado@mtcb.colorado.gov

Legal Services: Gerald Dahl is the designated Town Attorney for the Town of Mt. Crested Butte. Nicholas Klein is the Town Prosecutor and Deputy Town Attorney for the Town of Mt. Crested Butte.

Cost Proposal

(Showing itemized costs for services and materials)

The Firm would provide all legal services required by the City at the following hourly rates. The Firm will not charge for travel time in the Denver Metro Area, but will charge one-half of travel time to the City whenever in-person attendance is required.

<u>Attorney</u>	<u>Hourly Rate</u>
Thad W. Renaud	\$ 275.00
Nicholas Klein	\$ 185.00
Gerlad E. Dahl	\$ 275.00
Carmen Beery	\$ 265.00
Joseph Rivera	\$ 250.00
Paralegals	\$ 135.00

Please find attached the form of Legal Services Agreement that the Firm proposes for use if selected by the City, including its associated Schedule of Costs. The Firm is happy to negotiate final terms with the City.

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT, (this "Agreement") is made to be effective as of _____, 202__, and is between the _____, a Colorado municipal corporation ("City"), and Murray Dahl Beery & Renaud LLP ("Law Firm") under which the Law Firm shall perform legal services for the City.

WHEREAS, pursuant to _____, the City Council of the City has appointed Thad W. Renaud of the Law Firm as its City Attorney; and

WHEREAS, the City and the Law desire to establish the terms and conditions under which the Law Firm will provide legal services to the City

NOW THEREFORE, the City and the Law Firm agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, the City Council, the City Administrator, and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:
 - a. Virtually or personally attend regular and special meetings of the City Council; virtually attend work session meetings of the City Council as requested.
 - b. Virtually or personally attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or the City Administrator.
 - c. Prepare and/or review ordinances, resolutions and ballot questions.
 - d. Prepare and/or review contracts for services, materials and real estate involving the City
 - e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, the City Administrator, and the City staff.
 - f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the City.
 - g. Represent the City in litigation matters involving the City.
 - h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Represent the people of the City in the prosecution of Code violations in the Municipal Court.

j. Perform such other duties as may be prescribed by the laws of the City, the City Council, or the City Administrator.

The Law Firm agrees to exert its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent.

2. Identification of Client. It is understood that the Law Firm's client for purposes of its representation is the City of Leadville, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term. It is understood that the City Attorney serves at the pleasure of the Leadville City Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the City Attorney shall be reviewed by the City Council and City Administrator annually.

5. Designated City Attorney. The name of the City Attorney within the Law Firm who will be primarily responsible for all legal services to be rendered to the City is Thad W. Renaud. The City Attorney may delegate certain research or drafting projects or other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under his supervision and responsibility.

6. Management. At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. Compensation and Expenses. The Law Firm will charge the City for its services according to the following provisions:

a. *Fee For Services of Thad W. Renaud.* The hourly fee for all legal services provided by Thad W. Renaud shall be \$275.00.

c. *Fee for Associates of the Law Firm.* The hourly fee for all legal services provided by any Associate attorney of the Law Firm shall be \$185.00.

d. *Fee for Partners and Special Counsel of the Law Firm.* The hourly fee for all legal services provided by any Partner or Special Counsel attorney of the Law Firm shall be that amount that is eighty percent (80%) of the attorney's standard hourly rate from time to time, provided, however, that in no event shall the hourly fee of any such attorney exceed \$275.00.

e. *Development-Related Legal Services.* Notwithstanding the foregoing, the hourly fee for development-related legal services performed by Thad W. Renaud that are actually billed to and paid for by any applicant seeking a land use or development related approval shall be \$300.00.

f. *Fee for Paralegals of the Law Firm.* The hourly fee for all services provided by any Paralegal of the Law Firm shall be \$135.00.

g. *Fee for Municipal Court Prosecution Services.* Notwithstanding the foregoing, the hourly fee for any Associate attorney of the Law Firm providing municipal court prosecution services shall be \$165.00.

h. *Travel Expenses.* The Law Firm will not bill the City for travel time incurred on behalf of the City within the Denver Metropolitan Area. For travel between Denver and the City, one-half of the travel time shall be included within the fee of the attorney required to travel.

i. *Other Expenses.* In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, computer research, photocopies, messenger service, etc. The Client shall, upon request of the Law Firm, advance to the Law Firm the payment of any single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the Schedule of Costs is attached hereto as Exhibit A.

j. *Monthly Billings.* The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.

k. *Rates generally.* Except for the fees that are (80%) of a Partner or Special Counsel attorney's standard hourly rate from time to time under subsection "d" above, the Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services provided under this agreement for a period of three (3) years from the effective date of this agreement.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

a. The date services are provided.

- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.
- g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

10. Arbitration. Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of

arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

12. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

13. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this ____ day of _____, 202__, to be effective as of January ____, 202__.

CITY OF _____

_____, Mayor

ATTEST:

_____, City Clerk

MURRAY DAHL BEERY & RENAUD, LLP

Thad W. Renaud
Partner

Murray Dahl Beery & Renaud LLP

PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, please understand that your privacy is important to us and we have always protected your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the new law by explaining our longstanding privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with financial advisory activities, including estate planning, tax planning and tax preparation services (including income tax, estate tax, and gift tax advice), collecting overdue accounts receivable, and providing real estate settlement services, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Murray Dahl Beery & Renaud LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

EXHIBIT A

Schedule of Costs

1. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the client is charged for the long distance telephone connection, if any.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for services performed within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Computer Research:** The charge to the client includes the usage amount billed to the Firm for on-line computer services plus an additional amount to cover equipment, telephone, basic subscription costs, taxes, and other overhead costs.
5. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
6. **Other Costs:** Other third party costs, such as expert witness fees, will be billed to clients at the same rate the Firm is billed for the third party services.



WILSON WILLIAMS LLP

July 6, 2023

*Submitted electronically via the BidNet System
and via electronic mail: cityadmin@leadville-co.gov*
Attn: Laurie Simonson, City Administrator
City of Leadville
800 Harrison Avenue
Leadville, CO 80461

**Re: Response to City of Leadville Request for Proposals for City Attorney Services
(Request for Proposal No: 23-01)**

Dear Ms. Simonson:

On behalf of Wilson Williams LLP (the “Firm”), I, Nina Williams, am pleased to have the opportunity to respond to the City of Leadville’s Request for Proposals for City Attorney Services.

Services Approach and Timeline

Our firm proposes a team approach to providing City Attorney legal services to Leadville. We also recognize the level of service, dedication and personal relationship that comes with designating one individual as a point person, and I am available and qualified to serve as that primary point for the City Attorney role. Geoff Wilson would serve as the principal deputy, to advise on his areas of expertise. In addition, the other attorneys at the Firm would be available as valuable legal resources, and to keep costs down where appropriate. Our timeline would coordinate with the City’s needs, and we would be available to begin representation as soon as the City desires. Finally, our general approach to municipal client representation is best summarized within our firm’s business values, attached to this submission as a separate document.

Qualifications and Experience

In total, our team of four attorneys has nearly seventy (70) years of relevant local government law experience. We are in city council, town board, planning commission and historic preservation meetings several times each week. Specifically, our firm serves as City Attorney for Fort Morgan, Woodland Park and Salida, and as Town Attorney for Fairplay and Hillrose. We also represent various other local governments as special counsel and for specified projects, including: Greeley, Castle Rock, Thornton, Broomfield, Brighton, Aurora, Summit, Cortez, Jefferson, Gunnison, Silverthorne, Green Mountain Falls and Greenwood Village. Each of our communities are unique, but our team has the benefit of having addressed similar issues for our clients in a variety of ways and approaches. This allows our Firm to leverage the cumulative knowledge and comprehensive experience to advise and assist on a wide array of legal topics.

In addition to local government and municipal law, our attorneys are well-versed in the fields of litigation, licensing, real property, historic preservation, prosecution, employment law, and land use and zoning law. Partner Geoff Wilson provides special counsel assistance to a number of municipalities, primarily in the areas of elections, taxation, ethics and conflicts of interest, and TABOR, and as an administrative hearing officer. I specialize in land use code diagnosis, analysis, auditing, revision and drafting to implement local planning and affordable housing goals, and have been hired by many towns, cities and counties throughout Colorado. I also represent boards of adjustment, historic preservation commissions, zoning boards of appeals and planning commissions as special counsel, and for my general representative clients.

Brief descriptions of each attorney with our Firm are included below. Additionally, detailed resumes for all key personnel are attached to this submission as a separate appendix document.

Nina P. Williams is Managing Partner of the Firm. Nina has practiced for seventeen years in local government and zoning law, dealing with all aspects of land use, development, legislation, personnel and government operations. Nina also regularly assists her clients with employment, law enforcement, real estate, contractual and prosecution matters. She specializes in land use code diagnosis, analysis, revision and drafting to implement local planning and housing goals. In addition to serving as designated Town and City Attorney for numerous Colorado municipalities, Nina also represents planning commissions, boards of adjustment, historic preservation commissions and zoning boards of appeals. Nina works on numerous land use code re-writes and housing audits for a variety of local governments within the state. Nina has specifically advised on, analyzed, and drafted significant portions of the land use and zoning codes for the varied and diverse local governments of: Summit County, Green Mountain Falls, Salida, Fairplay, Fort Morgan, Woodland Park, Idaho Springs, Cortez, Nederland, Jefferson and Monument, as well as numerous villages in suburban New York. Nina began her legal career representing applicants and private developers in all phases of the planning and development process, including in front of governing boards, planning commissions and zoning boards. Additionally, Nina served as principal law clerk for the New York State Supreme Court, where she specialized in election law, open records, real estate and Rule 106-like appeals. Nina teaches a graduate course at the University of Colorado Denver, for the New Directions in Politics and Public Policy program, entitled “*Planning and Development: Zoning, Local Government and Affordable Housing.*” Nina is a frequent speaker on local government and land use issues, including at the Department of Local Affairs (DOLA) planning commissioners training, the Municipal Clerk’s Institute, Colorado Bar Association Government Counsel section CLE program, and the Colorado Municipal League (CML) annual conference. Nina serves as Chair of the CML Municipal Attorneys Section, President of the Metro City Attorneys Association, and Board member of the Government Counsel section of the Colorado Bar Association.

Geoff Wilson, a Partner with the Firm, was admitted to the Colorado bar in 1981. Geoff is well known to many municipal officials and attorneys across Colorado, serving for 29 years as General Counsel at the Colorado Municipal League (CML), where he represented Colorado municipalities in State agency rulemaking, before the General Assembly and in Colorado’s appellate courts. Along the way, Geoff authored the first editions of the CML publications on municipal taxes, open meetings and open records, and municipal elections and helped write the first edition of CML’s TABOR publication. Geoff has spoken to thousands of elected officials, staff and residents over the years on these and a variety of other municipal law topics, including home rule, ethics and conflicts of interest, council and board rules of procedure, and the Fair Campaigns Practices Act. Geoff finds it especially rewarding to help elected officials navigate challenging problems, among themselves and in their communities, by offering practical counsel to achieve effectiveness and productivity.

Erica Romberg is Senior Associate Attorney at the Firm. Prior to joining Wilson Williams, Erica spent five years serving as a Deputy District Attorney in both the 11th and 8th Judicial Districts of Colorado. Erica currently assists the Firm’s local governments in many areas, including litigation, prosecution, human resources and employment law, board governance and procedure, and as police legal advisor. Erica earned her BA in Sociology with a concentration in Criminal Justice and Criminology from Colorado State University and earned her JD from the University of Colorado Law School.

Dylan Berget is an Associate Attorney at the Firm. Previously, Dylan worked for a local Montana law firm, where he specialized in real estate transactions, business formation, and commercial transactions. Dylan’s real estate background is particularly helpful to our general and special counsel local government clients. A member of the Montana Army National Guard, Dylan oversees and plans the Engineer Support Company’s

training and construction projects. Dylan obtained his BA in Chemistry from the University of Great Falls, and his MBA and JD from the University of Montana.

References from Similar Representative Clients

✓ **City of Salida: designated City Attorney contract (2017 – Present)**

- Relevant services include: drafting and advising on comprehensive short-term rental regulations and subsequent amendments; negotiation and acceptance of real property conveyance of almost 100 acres of open space; planning and development of said property for recreation and housing purposes; serving as consistent and reliable land use counsel during contentious public hearings and drafting code and policy, including vital efforts to retain housing for workforce in the community; acquisition and development of real property for affordable and workforce housing; guiding on multi-year comprehensive land use code re-write; advising on contentious employment law and complex contractual matters; advising on liquor and marijuana licensing matters; assisting with property maintenance, building code, and nuisance matters; property acquisition and disposal and various real property matters; defending city in amplified sound litigation and appeal; and city prosecution.
- Contacts: (1) PT Wood, Chaffee County Commissioner, former Mayor (719-239-0222)
(2) Dan Shore, Mayor (719-221-6384);
(3) Drew Nelson, City Administrator (719-530-2629)

✓ **City of Fort Morgan: designated City Attorney contract (2019 – Present)**

- Relevant services include: dozens of complex real estate conveyances and transactions, including those related to vast City-owned property, development incentive agreements and public private partnerships; in-house comprehensive land use code re-write; contentious employment and law enforcement negotiations, actions and settlements; historic preservation trainings and code amendments; effective nuisance and property maintenance abatement; and city prosecution.
- Contacts: (1) Ron Shaver, former Mayor (970-467-0567);
(2) Brent Nation, City Manager (970-542-3972)

✓ **City of Woodland Park: designated City Attorney contract (2019 – Present)**

- Relevant services include: complex real estate transactions, including those related to Downtown Development Authority and acquisition of property for water reservoir; various contentious planning commission, board of adjustment and development matters; resolution of complicated RLUIPA claims from large religious institution; advise and draft short-term rental regulations and amendments to same; various employment and law enforcement claims and settlements; and land use code re-write.
- Contacts: (1) Hilary LaBarre, JD, Mayor (303-349-4066);
(2) Michael Lawson, City Manager (719-687-5221);
(3) Suzanne LeClercq, City Clerk and Deputy City Manager (719-687-5295)

✓ **Town of Fairplay: designated Town Attorney contract (2021 – Present)**

- Relevant services include: draft comprehensive and creative short-term rental regulations; draft and advise on various affordable workforce housing strategies and solutions; guide on complex development applications; and lead land use code re-write.
- Contacts: (1) Frank Just, Mayor (970-485-2688);
(2) Janell Sciacca, Town Administrator (719-836-2622 ext. 102)

Cost Proposal

The Firm would provide all legal services requested by the City at the following discounted municipal hourly rates:

<u>Attorney Position</u>	<u>Hourly Municipal Rate</u>
Partner	\$225.00
Of Counsel	\$210.00
Senior Associate	\$195.00
Associate Attorney	\$185.00

Our firm will provide a computer-generated, detailed billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made and are due upon receipt.

In addition to the foregoing hourly rates for professional services, the firm will charge for all costs incurred in providing such services. Examples of such costs include charges for mileage, photocopies, and printing. The firm will not charge for travel time to attend meetings, but will charge for mileage to and from the Louisville office at the IRS-approved rate. Document printing and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies, made within the office. Copying, collating, binding, and scanning performed outside the office will be charged at actual cost for such third-party service.

Thank you again for your consideration, and please let me know you or the City Council require any additional information.

Sincerely,



Nina P. Williams

Appendix:

- Resumes for key personnel
- Proposer's Certification
- Firm Business Values

FOR MORE INFORMATION:

- WilsonWilliamsLLP.com
- [Linkedin.com/company/wilson-williams-llp](https://www.linkedin.com/company/wilson-williams-llp)
- [Linkedin.com/in/ninapwilliams/](https://www.linkedin.com/in/ninapwilliams/)

PROPOSER'S CERTIFICATION

Note: Return this page with your proposal.

RFP Title: City Attorney
RFP Number: 23-001
RFP Closing Date and Time: 7/7/2023 at 5:00 pm MST

The undersigned, as an authorized agent of the proposer, hereby certifies:

- (x) the receipt of 0 addendums;
- (x) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- (x) the proposer is qualified to perform the work and services outlined in this RFP;
- (x) the proposer has reviewed the City's Agreement for Professional Services; and
- (x) that the proposal is valid until December 31, 2024 (date).

Wilson Williams LLP
Company Name

317 W. South Boulder Road, Suite 6
Mailing Address

Louisville, CO 80027
City, State, Zip Code

86-2011034
Federal Employee ID Number (FEIN)

Limited Liability Partnership
Type of Entity (sole proprietorship, LLC, partnership, LLP, corporation, etc.)

wilsonwilliamsllp.com
Website (if applicable)

Nina P. Williams
Authorized Signature

Nina P. Williams
Printed Name

Managing Partner
Title

(303) 376-8512
Phone Number

N/A
Fax Number

nina@wilsonwilliamsllp.com
Email Address



WILSON WILLIAMS LLP

Business Values

WE ARE OUR GREATEST RESOURCES

- We work together as a team, and support one another
- We collaborate with each other, and grow together
- We continuously learn, listen, teach and connect

WE WORK HOW WE LIVE

- We approach our work the same way we approach our lives
- We are authentic and creative problem solvers who bring our passion to everything we do and are
- We work alongside you, every step of the way
- Your problems become our challenge, and goal, to solve
- We don't use a cookie-cutter approach, or force a "one size fits all" mold onto our clients

WE ARE OF SERVICE

- We strive to make an impact
- We serve with a comprehensive approach beyond the law
- We commit to deliver for "governments closest to the people" and their dedicated elected officials and management, in daily operations and with long-term goals

WE GROW OUR COMMUNITY

- We naturally connect our clients, our resources, and our professional network
- We expand our community everyday
- When you hire us or join our team, you join our entire community

NINA P. WILLIAMS

Nina P. Williams is founder and Managing Partner of local government law firm Wilson Williams LLP. For over sixteen years, Nina has practiced in local government and zoning law, dealing with all aspects of land use, development, legislation, personnel and government operations. She specializes in land use code diagnosis, analysis, revision and drafting to implement local planning and housing goals. Nina Williams currently serves as designated Town and City Attorney for numerous Colorado municipalities, including Salida, Fort Morgan, Woodland Park and Fairplay, as well as special counsel to planning commissions, boards of adjustment, historic preservation commissions and zoning boards of appeals. Nina teaches an annual graduate course at the University of Colorado Denver, for the New Directions in Politics and Public Policy program, entitled “*Planning and Development: Zoning, Local Government and Affordable Housing.*” Nina is a frequent speaker on local government and land use issues, including at the Department of Local Affairs (DOLA) planning commissioners training, the Municipal Clerk’s Institute, Colorado Bar Association Government Counsel section CLE program, and the Colorado Municipal League (CML) annual conference.

Legal Experience

Managing Partner, Wilson Williams LLP, March 2021 to present

- Represents general municipal clients as designated City and Town Attorney
- Serves as special counsel to various local governments and planning, zoning, licensing and governing boards regarding land use matters
- Conducts numerous land use code re-writes and housing audits for a variety of local governments within the state
- Advises managers, administrators, planners, community developers and boards and commission on a daily basis

Special Counsel, Murray Dahl Beery & Renaud LLP, February 2017 to February 2021

- Represented general municipal clients as designated City and Town Attorney; represented various local governments as special counsel for land use and zoning matters

Principal Law Clerk to Supreme Court Justice, New York State Unified Courts System, January 2013 – December 2016

- Researched and drafted judge’s decisions on all areas of state law, including Article 78 review of government body decisions (Rule 106-like appeals), open records, election law, real estate and local government law (decisions published in New York Law Journal)
- Actively assisted judge with trial and evidentiary rulings, motions in limine, jury charges, and verdict sheets
- Administered rulings on deposition, discovery and motion disputes between parties
- Conducted trial settlement and discovery conferences with attorneys

**Associate Attorney, Municipal, Land Use and Zoning Departments, Farrell Fritz, P.C.,
Uniondale, NY, 2005 – 2012**

- Managed development approval processes for residential and commercial applicants in all phases of the planning process, including in front of governing boards, planning commissions and zoning boards
- Conducted trials, depositions and hearings, drafted legal briefs and memoranda
- Prosecuted and tried misdemeanors and violations as lead municipal prosecutor
- Ensured compliance of small business clients with all rules, regulations and procedures
- Served as counsel to village boards, zoning board of appeals and planning commissions
- Negotiated and interfaced with municipality officials, agencies and boards
- Obtain real estate tax reductions and refunds for clients at tax certiorari hearings

Professional Memberships:

- Chair, Colorado Municipal League (CML) Attorney Section
- President, Metro City Attorneys Association (MCAA)
- Board Member, Colorado Bar Association, Government Counsel Section
- Co-Founder, Rising Municipal Attorneys

Education

- Juris Doctorate, 2006, Saint John's University, New York
Editor-in-Chief, *Journal of Legal Commentary*
- Bachelor of Arts in Government and Politics, 2003, Saint John's University, New York,
Honors College (*summa cum laude*)

Publications

- "Harmful Speech and True Threats: *Virginia v. Black* and the First Amendment in an Age of Terrorism," Saint John's University, *Journal of Legal Commentary*, Issue 20:2
- *A Conversation on Quasi-Judicial and Ex Parte Issues*, Colorado Municipalities, Dec 2017

To learn more about Nina, check out her professional LinkedIn page at:

<https://www.linkedin.com/in/ninapwilliams/>

GEOFFREY T. WILSON

Geoff Wilson, a Partner with Wilson Williams LLP, was admitted to the Colorado bar in 1981. Geoff is well known to many local government officials and attorneys across Colorado, serving for 29 years as General Counsel for the Colorado Municipal League (CML), where he represented Colorado municipalities in State agency rulemaking, before the General Assembly and in Colorado's appellate courts. Along the way, Geoff authored the first editions of the CML publications on municipal taxes, open meetings and open records, and municipal elections, and helped write the first edition of CML's TABOR publication. Geoff has spoken to thousands of elected officials, staff and residents over the years on these and a variety of other municipal law topics, including home rule, ethics and conflicts of interest, council and board rules of procedure, and the Fair Campaigns Practices Act. At Wilson Williams, in addition to helping serve general counsel clients, Geoff provides special counsel services to numerous local governments and serves as a hearing officer. Geoff finds it especially rewarding to help elected officials navigate challenging problems, among themselves and in their communities, by offering practical counsel to achieve effectiveness and productivity.

Legal Experience

Partner, Wilson Williams LLP, March 2021 to present

- Represents general municipal clients as designated City and Town Attorney; represents various local governments as special counsel on matters requiring proven expertise, including TABOR and taxation; mentors and trains firm's associate attorneys.

Special Counsel, Murray Dahl Beery & Renaud LLP, November 2016 – February 2021

- Represented municipal clients as designated City and Town Attorney and before the General Assembly, and as special counsel to municipalities on matters requiring proven expertise.

General Counsel, Colorado Municipal League (CML), 1987-2016

- Represented the interests of the League's 265 member municipalities before Colorado General Assembly focusing on legislation concerning sales and use taxation, open records, open meetings, the TABOR amendment, elections and oil and gas regulation.

Education

- Juris Doctorate, 1979, Willamette University, Salem, Oregon
 - In final year of law school, law clerk in the Oregon legislature for State Department of Commerce's Consumer Services Division
- Bachelor of Arts in Political Science, 1974, Western Washington State University (*cum laude*)

ERICA ROMBERG

Erica Romberg is a Senior Associate Attorney at Wilson Williams LLP. Prior to joining Wilson Williams, Erica spent five years serving as a Deputy District Attorney in both the 11th and 8th Judicial Districts of Colorado. Erica currently assists the firm's local governments in many areas, including litigation, prosecution, human resources and employment law, board governance and procedure, and as police legal advisor.

Legal Experience

Senior Associate Attorney, Wilson Williams LLP, January 2023 to present

- Researches and drafts resolutions, ordinances, and legal memoranda
- Reviews, drafts, interprets and negotiates diverse range of agreement and contracts
- Advises municipal executive and management staff and prepares formal legal opinions
- Provides guidance and legal advice to all local government departments
- Serves as Police Legal Advisor for all regular general municipal clients

Deputy District Attorney, Eighth Judicial District Attorney's Office, Fort Collins, October 2018 – December 2022

- Managed county and district court dockets to include filing cases, offering pleas and negotiating cases with defense counsel, conducting motions and other evidentiary hearings, trying myriad jury trials
- Drafted and responded to motions regarding varied legal issues

Deputy District Attorney, Eleventh Judicial District Attorney's Office, Canon City, August 2017- October 2018

- Managed half of the county court docket in Fremont County to include offering pleas, conducting motions hearings, trying ten county court cases, and handling pre-trial conferences daily
- Negotiated cases with defense attorneys
- Help to cover other dockets throughout the judicial district when needed

Education

- Juris Doctorate, 2017, University of Colorado Law School
- Bachelor of Arts in Sociology, Criminal Justice Concentration, 2014, Colorado State University (*cum laude*)

DYLAN BERGET

Dylan Berget, is an Associate Attorney at Wilson Williams LLP. Previously, Dylan worked for a local Montana law firm, where he specialized in real estate transactions, business formation, and commercial transactions. Dylan's real estate background is particularly helpful to our general and special counsel local government clients. A member of the Montana Army National Guard, Dylan oversees and plans the Engineer Support Company's training and construction projects.

Legal Experience

Associate Attorney, Wilson Williams LLP, August 2022 to present

- Reviews, drafts, interprets and negotiates diverse range of agreements, contracts and legal instruments, including real estate, development and land use documents
- Conducts legal research and drafts legal memorandum, resolutions, ordinances and other legal documents
- Reviews, drafts, interprets and negotiates diverse range of agreements and contracts
- Interfaces and assists municipal executive and management staff

Associate Attorney, Karell Dyre Haney PLLP, Billings, MT, February 2021 – August 2022

- Member of acquisition team of the largest ranch transaction in Montana history worth \$310 million
- Conducted initial due diligence and preparation of closing documents for real estate transactions
- Regularly drafted asset purchase agreements, purchase and sale agreements, and other transactional documents
- Performed legal research on a variety of real estate related issues

Executive Officer, Montana Army National Guard – Engineer, August 2020 – present

- Oversee and manage a company of 50-70 engineer soldiers with jobs consisting of electricians, plumbers, general construction, and heavy equipment operations
- Attended a six month intensive construction engineering course for the Army
- Analyzed, planned, and executed construction and repair of a 12 mile stretch of road

Education

- Juris Doctorate, 2020, University of Montana
- Masters in Business Administration, 2020, University of Montana
- Bachelor of Science in Chemistry, 2016, University of Great Falls (*cum laude*)



AGENDA ITEM #10B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: September 19, 2023

SUBJECT: Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival.

II. BACKGROUND INFORMATION:

On October 14, 2023, Visit Leadville – Twin Lakes and F4D Studio will present the second annual Stories Worth Telling Film Festival at the Tabor Opera House. The Tourism Panel brought this event to town last year to help encourage off-season visitation and support the Opera House on the edge of its season.

Last year, the City was a financial sponsor in the amount of \$2,000 for this event. The Tourism Panel has again requested that the City be a financial sponsor in the amount of \$2,000. The sponsorship comes with promotional credits, the ability to play a short video at the start of the program, and some complimentary tickets to the event.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is \$2,000 (from the contingency fund).

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival."

IX. ATTACHMENTS:

1. PowerPoint presentation from the Tourism Panel;
2. Resolution No. 20, Series of 2023 - A Resolution Authorizing a Contribution to the Stories Worth Telling Film Festival.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2023**

**A RESOLUTION AUTHORIZING A CONTRUBUTION TO
THE STORIES WORTH TELLING FILM FESTIVAL**

WHEREAS, on October 14, 2023, Visit Leadville – Twin Lakes and F4D Studio will present the second annual Stories Worth Telling Film Festival at the Tabor Opera House; and

WHEREAS, the Tourism Panel brought this event to town last year to help encourage off-season visitation and support the Opera House on the edge of its season; and

WHEREAS, in 2022, the City was a financial sponsor in the amount of \$2,000; and

WHEREAS, the Tourism Panel has again requested that the City be a financial sponsor in the amount of \$2,000; and

WHEREAS, the sponsorship does come with promotional credits, the ability to play a short video at the start of the program, and some complimentary tickets to the event.

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

The City Council hereby authorizes a contribution to the Stories Worth Telling Film Festival for 2023 in the amount of \$2,000.

This Resolution shall be effective upon its adoption.

ADOPTED this 19th day of September 2023 by a vote of _____ in favor, ____ against, _____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

Visit Leadville-Twin Lakes &
F4D Studio Presents



COMPASSION | INNOVATION | ADVENTURE | COMMUNITY

Event Date - October 14

GA Ticket Pricing - \$25

Child Price (6 - 17) - \$15

F4D Studio 2023



About THE FESTIVAL

F4D Studio is very excited to present the inaugural Stories Worth Telling Festival Centered around the four main values of Compassion, Innovation, Adventure, and Execution; the showcase aims to connect brands, creatives, and filmmakers through the power of story.

The showcase will take place in Leadville, CO at the Tabor Opera House. Leadville is known for its outdoor recreation, charming downtown, and of course known for being the center of the Wild Wild West. The Stories Worth Telling Festival will be both a celebration of Lake County as well as a way to help bolster the growing artistic community in the area.



www.Storiesworthtellingfestival.com



FESTIVAL PROGRAM

***EVENT DATE:
OCTOBER 1***



***5:00 PM – HAPPY HOUR
–MUSIC***

6:00 PM – STORYTELLING

6:30 PM – FILM PROGRAM



9:00 PM – END

LISTEN
TO
NICK

THE STORYTELLER

NICK P ROSS

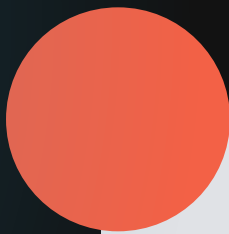
Storytelling is invaluable to my creative life. Through the craft of storytelling, I have discovered pathways to empathy and recognized the tools needed to coach others to find their voice. I have told stories at The Upright Citizens Brigade Theatre in both New York City and Los Angeles and on the Moth stage in New York, Los Angeles, Portland, and Denver. I have coached workshops and curated storytelling shows seen online by millions of viewers.



MUSICAL GUESTS

MARK AND MAGGIE





2022 FILMS

We have identified these handfuls of films as the types of films you can expect to see at our festival. The films much tell compelling stories and represent one or all of F4D Studios Values to be accepted to the Festival.

www.Storiesworthtellingfestival.com



Futuristic Films

✦ *From my Window*

From her bedroom window, Melissa Simpson looks out at the highest peaks in Colorado. Despite being so close, the mountains have always been worlds away for Melissa, who was born with cerebral palsy. With the help of her friend and mentor, blind adventurer Erik Weihenmayer, Melissa sets out to conquer something far greater than a summit. Through humility and grace, Melissa proves that what is within us, is stronger than what's in our way.



F4D Studio Gabriel Rovick

Chris Fisher To The TOP

Giving up was not a foreign subject to Chris Fisher. In fact, he was more familiar with it than he ever hoped to be. After working his way through eight weeks of grueling training, his dream of becoming a Navy Seal was cut short when he decided to give up. Unwilling to go on, he rang the bell of defeat and headed home. Months later, unable to shake the regret of quitting, he packed his bags and moved to Colorado. There he discovered a love for, as he would say, "doing hard shit," in the mountains. This newfound passion quickly led him to The Cirque Series's annual Max Vert October where he placed well short of the race leaders. That wasn't good enough for Chris. He was determined to win the challenge next year and set the record for the most vertical gain ever climbed in a month, he was going To the Top.



Public Works Ian Forhman ***Pedaling with Purpose***

The film is not just a story of two female mountain bikers, it is a friendship formed around the goal of creating a better world. Learn first hand how Britt Greer and Brooke Goudy used their newly formed friendship to help more women of color enjoy life on a bike.



Felt Soul Media **A THOUSAND CASTS**

Fly fishing has led Oliver White through a series of once-in-a-lifetime events. Now it's taking him to the mythical, magical country of Bhutan to do what he does best – figure things out.

James "Q" Martin **Sheri**

Faced with the unending obstacles that life threw her way, Sheri Tingey transformed the outdoor industry through dedication to herself and her craft. Through years of trial and error, her work has allowed adventurers around the world to discover new ways of exploring nature. Her story is one of strength, community, and passion, and is without out a doubt, a story worth telling.



F4D Studio **Showing up with Racheal Burks**

Growing up in Salt Lake City, Utah, Racheal found her edges in the Wasatch. Skiing had always been a part of her life, but in 2002, while working at Snowbird and skiing every day, that's when Racheal's love for the sport took over. Dubbed "The Most Underrated Woman in Pro Skiing," Racheal Burks is known for skiing burly lines on some of the world's steepest peaks.

In this film Racheal assembles a group of women skiers at Alta and goes out for a few days of sending with the girls of Alta.

Sponsorship Ask

We are asking for a sponsorship of \$1 - 2K in order to pay for the necessary programming, guests, & staff from The Tabor Opera House and F4D in order to put on this event.

Current Involved SPONSORS



gravity haus





AGENDA ITEM #12A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: September 19, 2023

SUBJECT: Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville ("City").

II. BACKGROUND INFORMATION:

RFSCLVG, LLC ("Roots RX") is a Colorado limited liability company that is licensed in the City as a retail marijuana cultivation facility. Pursuant to Section 3.32.040 of the Leadville Municipal Code ("the Code"), the City levies and requires to be paid and collected an excise tax on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility at a rate of five percent (5%) of the average market rate of the unprocessed retail marijuana.

The City undertook a marijuana excise tax review of Roots RX and estimates that Roots RX owes a liability to the City for marijuana excise tax on the "first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility" in the aggregate amount of \$78,926.61 dating back to November 2020. Roots RX disputes that it owes the above sum and disputes the City's interpretation of Section 3.32.040 of the Code. Roots RX and the City are therefore currently in a disagreement about what constitutes a "first transfer" under Section 3.32.040 of the Code.

Roots RX and has stated a desire to seek a court order that the City's interpretation is incorrect and seeks to recover a portion of the excise taxes it previously paid to the City. Roots RX and the City desire to avoid the uncertainty of litigation and instead enter into a settlement agreement, attached to this Resolution No. 21, Series of 2023 as Exhibit A. Staff finds the Agreement is in the best interests of the public health, safety and welfare of the community, and therefore requests that council ratify the execution and approval of the Agreement so as to memorialize the City's consent.

III. FISCAL IMPACTS:

The fiscal impact to the City is revenue in the amount of \$30,000.

IV. LEGAL ISSUES:

During an executive session under Section 24-6-402(4)(b) of the Colorado Revised Statutes, City Attorney Evin King will provide legal advice on specific legal questions concerning the settlement agreement between the City of Leadville and RFSCLVG, LLC.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville."

IX. ATTACHMENTS:

1. Resolution No. 21, Series of 2023 - A Resolution Ratifying the Approval of a Settlement Agreement Between RFSCLVG, LLC and the City of Leadville;
2. Settlement Agreement and Release.

CITY OF LEADVILLE, COLORADO

**RESOLUTION NO. 21
SERIES OF 2023**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO
RATIFYING THE APPROVAL OF A SETTLEMENT AGREEMENT BY
RFSCLVG, LLC
AND THE CITY OF LEADVILLE**

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

WHEREAS, RFSCLVG, LLC (“Roots RX”) is a Colorado limited liability company that is licensed in the City as a retail marijuana cultivation facility; and

WHEREAS, pursuant to Section 3.32.040 of the Leadville Municipal Code (the “Code”), there is levied and shall be paid and collected an excise tax on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility at a rate of five percent (5%) of the average market rate of the unprocessed retail marijuana; and

WHEREAS, the City undertook a marijuana excise tax review of Roots RX and has estimated that the Taxpayer owes a liability to the City for marijuana excise tax on the “first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility” in the aggregate amount of \$78,926.61 dating back to November 2020; and

WHEREAS, Roots RX disputes that it owes the above sum and disputes the City’s interpretation of Section 3.32.040 of the Leadville Municipal Code; and

WHEREAS, Roots RX and the City are therefore currently in a disagreement about what constitutes a “first transfer” under Section 3.32.040 of the Code; and

WHEREAS, Roots RX and has stated a desire to seek a court order that the City’s interpretation is incorrect and seeks to recover a portion of the excise taxes it previously paid to the City; and

WHEREAS, Roots RX and the City desire to avoid the uncertainty of litigation and instead enter into a settlement agreement, attached to this Resolution as Exhibit A; and

WHEREAS, the City Council finds the Agreement is in the best interests of the public health, safety and welfare of the community, and therefore desires to ratify the execution and approval of the Agreement so as to memorialize the City’s consent.

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

Section 1. Effective as of September 30, 2023, the City Council hereby ratifies the approval of the attached Agreement in substantially the form attached as Exhibit A and authorizes

the City Administrator, in consultation with the City Attorney, to make non-substantial changes to the Agreement that do not affect the financial obligation of the City, and authorizes the City Administrator's execution of the Agreement.

Section 3. This Resolution shall be effective upon adoption.

ADOPTED by a vote of ____ in favor, ____ against this ____ day of _____, 2023.

By: _____
Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT A
SETTLEMENT AGREEMENT



AGENDA ITEM #10D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: September 19, 2023

SUBJECT: First Reading of An Ordinance Amending Section 2.40.160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve, on first reading, Ordinance No. 5, Series of 2023: An Ordinance Amending Section 2.40.0160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers.

II. BACKGROUND INFORMATION:

Pursuant to Leadville Municipal Codes section 2.04.020 - Salaries generally:

The city council shall at least as early as the last monthly meeting before such regular municipal election, by ordinance, fix the salaries and fees of members of the city council, including the salary of the mayor and councilmembers for the period for which they will be elected or appointed, if any change in salaries is desirable. The city council shall neither increase nor diminish the salary of any councilmember or mayor during his or her term of

office. Each person appointed to fill a vacancy in the office of mayor or councilmember shall receive the same salary as was established for the office when the vacancy occurred.

Currently, pursuant to Leadville Municipal Code section 2.40.160, “each city councilmember shall be paid for his or her services the annual sum of two thousand, four hundred dollars (\$2,400.00) commencing January 1, 2012.” This salary equates to \$200.00 per month.

The City Council has held multiple discussions within the preceding year regarding the appropriate salary for commission members (Planning Commission and Historic Preservation Commission), the Mayor and incoming City Councilmembers. The council set a salary of \$200.00 per month for commission members on February 7, 2023 and increased the mayor’s salary on August 15, 2023. The council discussed increasing the incoming City Councilmember’s salary from \$200.00 per month to \$600.00 per month but, to date, has not yet taken formal action on this discussion. (Current councilmember’s salary would remain at \$200.00 per month until then end of their term.)

In order to effectuate an increase for incoming City Councilmember’s salary effective January 1, 2024, the council would need to take that action by way of amending the current code through an ordinance. The attached ordinance would accomplish this.

III. FISCAL IMPACTS:

The fiscal impact of this Ordinance is the increase in councilmember salary that the council decides is appropriate and would be effective for incoming councilmembers going forward. There are three councilmember seats up for election this November and any increase would apply to these seats beginning in 2024.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve on first reading Ordinance No. 5, Series of 2023: An Ordinance Amending Section 2.40.160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

“I move to approve Ordinance No. 5, Series of 2023: An Ordinance Amending Section 2.40.160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers” on first reading and request that a second reading be set for an upcoming regular meeting of the city council.”

IX. ATTACHMENTS:

1. Ordinance No. 5, Series of 2023: An Ordinance Amending Section 2.40.160 of the Leadville Municipal Code Concerning the Compensation of Incoming City Councilmembers.

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 5
SERIES OF 2023**

**AN ORDINANCE AMENDING SECTION 2.40.160 OF THE LEADVILLE MUNICIPAL
CODE CONCERNING THE COMPENSATION OF INCOMING CITY
COUNCILMEMBERS.**

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

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

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

WHEREAS, pursuant to Leadville Municipal Codes section 2.04.020 - Salaries generally:

The city council shall at least as early as the last monthly meeting before such regular municipal election, by ordinance, fix the salaries and fees of members of the city council, including the salary of the mayor and councilmembers for the period for which they will be elected or appointed, if any change in salaries is desirable. The city council shall neither increase nor diminish the salary of any councilmember or mayor during his or her term of office. Each person appointed to fill a vacancy in the office of mayor or councilmember shall receive the same salary as was established for the office when the vacancy occurred; and

WHEREAS, currently, pursuant to Leadville Municipal Code section 2.40.160, “each city councilmember shall be paid for his or her services the annual sum of two thousand, four hundred dollars (\$2,400.00) commencing January 1, 2012.” This salary equates to \$200.00 per month; and

WHEREAS, the City Council desires to increase the compensation of incoming city councilmembers as provided in this Ordinance.

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

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

Section 2. **Section 2.40.160 Amended.** Section 2.040.160 of the Leadville Municipal Code, titled “2.04.160 - City councilmembers—Compensation,” is hereby amended as follows with ~~strikethrough text~~ showing deletions and **bold, underlined text** showing additions:

2.04.160 - City councilmembers—Compensation.

Each **incoming** city councilmember shall be paid for his or her services the annual sum of ~~two seven~~ thousand, ~~four two~~ hundred dollars (~~\$2,400.00 7,200~~) commencing January 1, 2012~~24~~. **Councilmembers serving prior to January 1, 2024 will continue to be paid the annual sum of two thousand four hundred dollars (\$2,400) until the end of their current term.** When he or she shall vacate such office he or she will turn over and deliver to his or her successor all papers, property or things belonging to the city and remaining in his or her hands as such city councilmember.

Section 3. **Severability.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. **Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent with this Ordinance are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this _____ day of _____, 2023.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED in full in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, on the _____ day of _____, 2023.

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

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

PUBLISHED BY TITLE ONLY, with any amendments, in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this _____ day of _____, 2023.

September 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29 6pm - Joint City Council	30	31	1	2
3	4 Labor Day - City Hall	5 11am - BOCC @ 505 6pm - Regular CC Mtg	6	7 4:15pm - LCHS	8 7pm - Flaming Foliage Relay	9
10	11	12 4pm - HPC Meeting @ 6pm - Short Term Rental	13 5pm - Sanitation @ 6pm - P&Z Meeting @	14 1pm - Leadville Municipal 5:15pm - Parkville Water	15 9am - Fire Management	16 3pm - St Patrick's Day
17	18	19 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	20	21	22	23
24	25	26 4pm - HPC - Regular Mtg 6pm - City Council Work	27 6pm - P&Z Meeting @	28	29	30

October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		11am - BOCC @ 505 6pm - Regular CC Mtg		6pm - LURA Board		
8	9	10	11	12	13	14
		4pm - HPC Meeting @ 6pm - City Council	5pm - Sanitation @ 6pm - P&Z Meeting @	5:15pm - Parkville Water	1pm - Fire Management	2pm - Grand Opening
15	16	17	18	19	20	21
		8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	1pm - Leadville Municipal			
22	23	24	25	26	27	28
		4pm - HPC - Regular Mtg	6pm - P&Z Meeting @			
29	30	31	1	2	3	4
1pm - Trick or Treat on				6pm - LURA Board		

November 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29 1pm - Trick or Treat on	30	31	1	2 6pm - LURA Board	3	4
5	6	7 11am - BOCC @ 505 6pm - Regular CC Mtg	8 5pm - Sanitation @ 6pm - P&Z Meeting @	9 5:15pm - Parkville Water	10 Veterans Day (substitute)	11
12	13	14 4pm - HPC Meeting @	15 1pm - Leadville Municipal	16	17 9am - Fire Management	18
19	20	21 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	22 6pm - P&Z Meeting @	23 Thanksgiving Day - City	24 Native American Heritage	25
26	27	28 4pm - HPC - Regular Mtg	29	30	1	2