



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

January 16, 2024

6:00 P.M.

Council Chambers & Zoom

<https://leadville-co-gov.zoom.us/j/83526944548?pwd=aEdjdGtpNIEyZmt5YVQ1bDBQbnN4dz09>

Meeting ID: 835 2694 4548

Passcode: 80461

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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> (which are not a public hearing) at the discretion of the Mayor, public input can be heard prior to a vote being taken on the matter.
6:15 pm	7.	Department Reports A. City Administrator B. Street Department C. Police Department D. Fire Department E. Human Resources F. Animal Shelter G. Deputy City Clerk - Licenses Report H. Building Department I. Planning Department J. Financials K. Sales Tax Comparisons L. Bills
7:15 pm	8.	Presentations and Discussions: A. Ski-Joring Presentation B. Colorado Trust Presentation C. Thelcrest Inc. presentation regarding 6-unit community housing at 220 E. 11th St.; request for Work Session

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



<p>8:15 pm</p>	<p>9.</p>	<p>D. Discussion Regarding An Ordinance of the City Council of the City of Leadville, Colorado Regarding the Renting, Leasing and Sale of Off-Highway Vehicles</p> <p>Action Items:</p> <p>A. Resolution No. 6, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado, Filling the City Council Member Representing Ward 2 Vacancy by Appointment</p> <p>B. Resolution No. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing the Mayor Pro Tem</p> <p>C. Resolution No. 8, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Designating Authorized Signatories of the City's Bank Accounts</p> <p>D. Resolution No. 9, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Authorizing the City to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment</p>
<p>9:15 pm</p>	<p>10.</p>	<p>Public Comments</p>
	<p>11.</p>	<p>Mayor's Report</p>
	<p>12.</p>	<p>Council Reports</p>
	<p>13.</p>	<p>Public Meetings Planner</p>
<p>9:30 pm</p>	<p>14.</p>	<p>Adjournment</p>

Leadville Police Department

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



Daniel Breyer, Interim Chief of Police
Greg Labbe, Mayor

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

FROM: The Leadville Police Department

SUBJECT: Leadville Police Department: December, 2023

- **Staffing:**

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

- **Highlights:**

- December 1- Officers Hanson and Barnett along with Interim Chief Breyer escorted the parade of lights.
- December 21- Officer Hanson along with the Community Service Officers Barraza and Lopez assisted in the gift giving event with Santa at the Lake County elementary School.

MONEY RECEIVED FOR THE MONTH:

\$250.00	(4) Parking Tickets
\$122.00	(8) VIN Inspections / 5 th Judicial District Checks / (1) Records Requests / () Fingerprints/ (2) Sex Offender Registrations / () Vehicle Tow Fee
<u>\$210.00</u>	<u>(3) Police Surcharge – (8) VIN Convenience Fee</u>
\$160.00	Total

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month: 5
- Incident Reports: 26
- Citations/Tickets/Summons: 7
 - Municipal Court: 3
 - County Court: 4
- Number of Juveniles put into Diversion: 2
- Number of Persons Taken In-Custody: 3
 - **DUI: 0**
 - **Animal Cruelty: 0**
 - **VPO: 0**

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**

Sergeant John Ortega/FTO

Sergeant Daniel Breyer – (Part-Time) Training and Compliance Specialist-Interim Chief of Police****

Officer Daniel Hanson - Part-Time /FTO

Officer Maria Porzelt

Officer Aaron Barnett

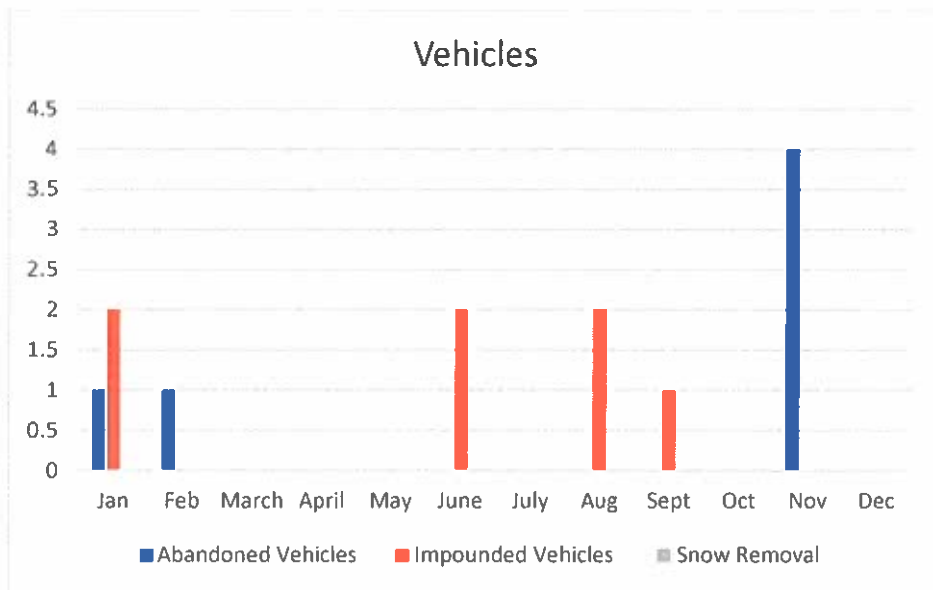
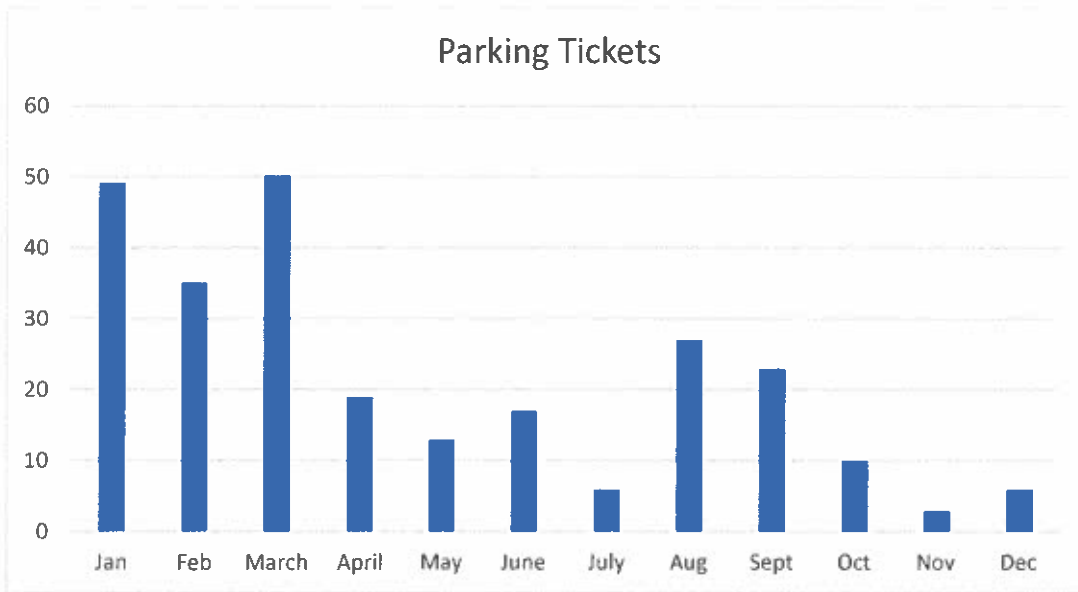
Community Service Officer Natalie Lopez

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

December Monthly CSO 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	20	8	4	6
30	2	4	6	7	1	3	5	7	5	2	8	3
45	2	1	8	1	2	5	3	4	1	3		1
60	1	2	3	1	1	2	1	1			4	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	1	1	2	7	
2	2	2	1	3	4	2	4	2	3	3	3	4	
3	3	2	4	4	3	4	3	1	2	2	3	1	
4	1	1	3	2	1	4	2	1	2	1	2	1	
5	2	3	2	2		3	1	3	3	2	2		
6	2		3		1	2	2	1	1				
7			1	1	1	3		1		1			
8	1		1	2		2	1						
9													
10+								2				1	



Leadville Lake County Fire Rescue

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

Monthly Report December, 2023

CALLS FOR SERVICE

- Please see the attached statistics for the month of December, and annual emergency statistics

DEPARTMENT

- A community member donated \$4,497.00 towards our efforts with station II, or for greater equipment for operations.

Some 2023 Highlights

- Program Development has improved with better ways of conducting business
- Type III Engine in service with 3 wildland deployments
- Type I Engine delivered and being put into service
- An additional fire station opened and shared with other agencies
- Image Trend software kicked off and in use
- 15 sets of new bunker gear from grants, and over \$190,000 in new equipment
- New hire of personnel/internal promotions
- Heart/Cancer/Behavioral Health Trust set up
- NFPA 1582 physicals complete
- Fire Academy Graduation
- Greater build out of HTC, (1 burn room)
- Approximately \$160k in revenue for the fire fund balance from wildland deployments
- Grants; AFG - \$48,780.00 for PPE, VFA \$5,004.13 for BK radios, Reimbursed for \$129,903.87 for our 4th position on the engine, firefighter disease prevention for \$14,475.00 for the extractor at station II, Reimbursement for plymo-vent station II \$73,871.00, House Bill 1194 grant for PPE \$14,719.08
- Working on updating our SOP's with Lexipol
- Professional development opportunities have been accomplished for all individuals seeking out greater knowledge, and higher certifications
- Significant outreach to our community members
- Greater safety measures complete through the prevention office with code, campaigns and customer service
- State audit complete with DFPC
- ISO (insurance rating) evaluation complete; resulted in lower insurance cost for home owners

2024 Projected Progression

- Zonehaven (Genasys) initial implementation for evacuation methods for our community. This is through the office of emergency management
- Mitigation efforts, and outreach working with Lake County Forest Health Council
- E-911 Authority Board has been voted in, IGA complete and agreed upon. This is a formal board that is currently overseeing dispatch. The board members are as follows; Sheriff is the chair, Chief Dailey Vice Chair, Jeremiaha ambulance Director is the secretary, and Claire EM is the treasurer, and Dan Bryer, Interim Police Chief, is also on the board.

- CMC/LLCFR partnership, The IGA change; \$6k for consumables, \$10k for facility use and build out, and \$11k for the Ops Chief Position. Our biggest goal is to start the process of building out a climate-controlled facility with bay space at HTC. The newest addition, is a brand-new compressor installed at the college. If ours goes down, we can use theirs. (great asset)
- HTC expansion
- Type VI Engine to be purchased and in service. We will keep E-603 for as long as we feel comfortable and then use it for other reasons (possibly our utility)
- Additional response capabilities, by hiring an additional Engineer. How we incorporate the ambulance.
- Station II to be completely put into operational service. We still have a few things to get done; electrical lines, air hoses, ring doorbells, shelving, cabinet, etc.
- Hiring a full-time administrative assistant
- Expansion of professional development

PREVENTION/MARSHAL

Site Inspections:

313 Harrison Ave, The Famous - fire sprinkler system final & hood system

3 new Food Trucks

City Hall smoke and CO detector placement

Meetings:

City Staff Meeting

Mount Massive Manor

Housing Coalition

Emergency Services Council

CMIST

CMRETAC

Saunders Sub-Division

Inspections/ Plans reviews:

Plan reviews: 28

Special Events: 3

OPERATIONS CHIEF/TRAINING/CMC

- Managed, supervised, and led 17 personnel.
- Ongoing work on wildland fire mitigation.
- Ongoing work on Department SOP adoption.
- Numerous Colorado DFPC practical and written tests, and certifications and recertifications.
- Successfully completed Readiness: Training Identification and Preparedness Planning class through FEMA and the Colorado Division of Homeland Security.
- Continued work on developing an internal promotion process for firefighter and engineer promotions.
- Working through the process of hiring new resident/reserves from a list of nine candidates.

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						
116 - Fuel burner/boiler malfunction, fire confined	1	1.20%	100.00	250.00	350.00	100.00%
	Total: 1	Total: 1.20%	Total: 100.00	Total: 250.00	Total: 350.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	17	20.48%				
320 - Emergency medical service, other	4	4.82%				
321 - EMS call, excluding vehicle accident with injury	18	21.69%				
322 - Motor vehicle accident with injuries	3	3.61%				
324 - Motor vehicle accident with no injuries.	6	7.23%				
	Total: 48	Total: 57.83%	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	1.20%				
412 - Gas leak (natural gas or LPG)	2	2.41%				
424 - Carbon monoxide incident	1	1.20%				
444 - Power line down	2	2.41%				
460 - Accident, potential accident, other	1	1.20%				
	Total: 7	Total: 8.43%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
511 - Lock-out	2	2.41%				
551 - Assist police or other governmental agency	2	2.41%				
553 - Public service	2	2.41%				
	Total: 6	Total: 7.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	1	1.20%				
611 - Dispatched and cancelled en route	9	10.84%				
661 - EMS call, party transported by non-fire agency	3	3.61%				
	Total: 13	Total: 15.66%	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	2	2.41%				
731 - Sprinkler activation due to malfunction	1	1.20%				
736 - CO detector activation due to malfunction	1	1.20%				
743 - Smoke detector activation, no fire - unintentional	1	1.20%				
744 - Detector activation, no fire - unintentional	1	1.20%				
745 - Alarm system activation, no fire - unintentional	2	2.41%				
	Total: 8	Total: 9.64%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 83	Total: 100.00%	Total: 100.00	Total: 250.00	Total: 350.00	Total: 100.00%

Response Times	Number of Incidents	Percent of Total
0 - 1.0 Minutes	2	2.63%
1 - 2.0 Minutes	6	7.89%
2 - 3.0 Minutes	7	9.21%
3 - 4.0 Minutes	6	7.89%
4 - 5.0 Minutes	5	6.58%
5 - 6.0 Minutes	4	5.26%
6 - 7.0 Minutes	1	1.32%
7 - 8.0 Minutes	4	5.26%
9 - 10.0 Minutes	4	5.26%
10 - 11.0 Minutes	3	3.95%
11 - 12.0 Minutes	5	6.58%
12 - 13.0 Minutes	1	1.32%
13 - 14.0 Minutes	3	3.95%
14 - 15.0 Minutes	5	6.58%
15 - 16.0 Minutes	2	2.63%
16 - 17.0 Minutes	2	2.63%
17 - 18.0 Minutes	1	1.32%
18 - 19.0 Minutes	1	1.32%
19 - 20.0 Minutes	3	3.95%
20 - 21.0 Minutes	3	3.95%
21 - 22.0 Minutes	1	1.32%
22 - 23.0 Minutes	1	1.32%
24 - 25.0 Minutes	2	2.63%
25 - 26.0 Minutes	1	1.32%
32 - 33.0 Minutes	1	1.32%
33 - 34.0 Minutes	1	1.32%
49 - 50.0 Minutes	1	1.32%
	Total: 76	Total: 100.00%

Description

This Report Doesn't Include Times Greater Than 90 Minutes



Department Report

December Quick Stats

Intakes

Surrenders	4
City Impounds	4
County Impounds	1
Holds	8
Needs - Rabies	6
Needs - Licenses	7

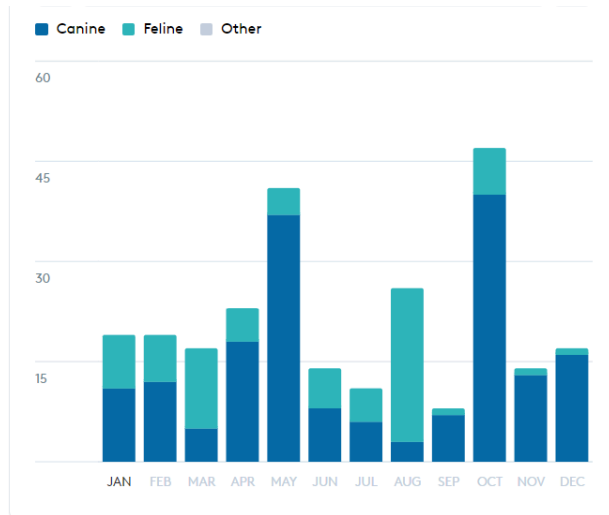
Outcomes

Combined

RTOs	9
Adoptions	6
Euthanasias	2 - 1 medical, 1 BQ mauling

In 2023 we cared for **301 animals**

2022	195 animals
2021	187 animals
2020	140 animals



Current Events and News

- January Spay/Neuter Clinic
 - A rescue out of area wants to support LLCAS and the work we have been doing
 - Grant funds to pay for S/N locals
 - Two other organizations offered their services
 - Vet Clinic
 - Transportation
- 2024 Calendar finalized

DEPUTY CITY CLERK

December 2023 – LICENCES REPORT

BUSINESS

- Approximately half of the business license renewals have been responded to

LIQUOR

- Golden Burro liquor license transfer is still pending State approval
- 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

- RootsRx Cultivation will be shutting down this year

SHORT TERM RENTAL

- The Financial Director, Deputy City Clerk and Elsa Tharp are working on workflow management and accommodations tax payment tracking
- Upcoming work session to be scheduled to discuss new rental cap

City Permit Fee Totals 2023

2023	Building Permit Fee	Plumbing Permits	Mechanical Permits	Roofing Permits	Solar Permits	Plan Review Only	Total
January	\$186.00	\$0.00	\$916.00	\$0.00	\$150.00		\$1,252.00
February	\$0.00	\$127.00	\$260.00	\$0.00	\$300.00	\$1,091.00	\$1,778.00
March	\$8,043.00	\$342.00	\$114.00	\$0.00	\$0.00	\$0.00	\$8,499.00
April	\$4,449.00	\$50.00	\$390.00	\$194.00	\$150.00	\$2,347.00	\$7,580.00
May	\$8,796.00	\$150.00	\$196.00	\$804.00	\$0.00	\$0.00	\$9,946.00
June	\$5,822.00	\$298.00	\$556.00	\$1,979.00	\$0.00	\$0.00	\$8,655.00
July	\$0.00	\$231.00	\$146.00	\$741.00	\$0.00	\$0.00	\$1,118.00
August	\$3,155.00	\$366.00	\$408.00	\$1,194.00	\$0.00	\$2,676.00	\$7,799.00
September	\$11,872.00	\$804.00	\$626.00	\$1,468.00	\$0.00	\$0.00	\$14,770.00
October	\$4,450.00	\$166.00	\$740.00	\$1,126.00	\$0.00	\$0.00	\$6,482.00
November	\$441.00	\$294.00	\$230.00	\$578.00	\$150.00	\$0.00	\$1,693.00
December	\$0.00	\$534.00	\$747.00	\$0.00	\$0.00	\$0.00	\$1,281.00
Totals	\$47,214.00	\$3,362.00	\$5,329.00	\$8,084.00	\$750.00	\$6,114.00	\$70,853.00

County's 25%	CCC's 75%	CCC Misc.	City Misc.	Building Valuation
		\$0.00	\$0.00	\$3,000.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$638,520.00
		\$0.00	\$0.00	\$338,490.00
		\$0.00	\$0.00	\$893,000.00
		\$0.00	\$0.00	\$591,410.00
		\$0.00	\$0.00	\$0.00
		\$50.00	\$1,041.00	\$403,970.00
		\$0.00	\$0.00	\$973,499.00
		\$0.00	\$0.00	\$504,150.00
		\$0.00	\$0.00	\$20,000.00
		\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$50.00	\$1,041.00	\$4,366,039.00

Total of all permits \$70,853.00

Total of Ancillary Permits \$17,525.00



MEMO

TO: Mayor Greene and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: January 16, 2023

SUBJECT: Planning Dept. Monthly Report

Mayor Greene and City Council,

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

Pre-application

- Planned Unit Development (PUD):
 - **New** Railyard Phase 2: (Discussed below under Construction > Railyard Phase 2)
- Annexation:
 - **New:** 1719 Poplar St.
 - **New:** American Eagle Lode
 - The city limits run through this approximately 7-acre property. The property owners are interested in a possible annexation agreement to annex the remaining approximately 2 acres of the property into the city. This would allow the internal property lines to be vacated through a city subdivision process, which would allow residential development of the property to meet the city's setback requirements. The property owners are considering a potential deed restriction of a portion of the property to community housing.
- Certificates of Appropriateness (COA):
 - **New:** 200 E. 6th St. Rehabilitation
- Administrative Zoning Permits:
 - **New:** 821 Harrison Ave. Short Term Rental (STR)
- Building Permits:
 - **New:** Railyard Block 1, Lot 1 hotel

Active applications

- COA
 - **New:** 109 Oak St. demolition: scheduled for 2/13 Historic Preservation Commission (HPC) and 2/20 City Council public hearings.

Pending applications

- Building Permits
 - 309 Grand Review 28-unit condominium building
 - 1511-1517 Prospect Dr. 4-unit townhome building

Processed applications

- Subdivisions:
 - **New:** Edmunds Terrace, Lot 28-30 Lot Line Adjustment (Approved)
 - **New:** St. Louis, Block 5, Lot 19-25 Lot Consolidation (Approved)
- Building Permits:
 - **New:** 132 Brooklyn Circle single-family dwelling (Approved)
 - **New:** 220 E. 5th St. solar panels (Approved)
- Rezoning:
 - **New:** 821 Harrison Ave. Rezoning (Approved)

Construction:

- Railyard Phase 1:
 - Subdivision Improvement Agreement (SIA)
 - Remaining Phase 1A, 1B, 1C (Paving, sidewalks, parks, street landscaping, signs)
 - Background: Original SIA deadline expired in 2021, SIA Amendment approved by City Council in July 2023
 - Phase 1A & 1B deadline: 10/31/23
 - Status: Phase 1A complete. Phase 1B: 2 ADA sidewalk ramps missing, 1 section of sidewalk removed, parks landscaping lacks adequate irrigation, topsoil, vegetation. **No update.**
 - Phase 1C deadline: 9/30/24
 - Storm-sewer issues:
 - Background
 - City Council update on 8/15
 - Letters to Lake County government on 8/16
 - Notice of Breach to developer: 8/16
 - Deadline to commence corrections: 8/31
 - Deadline for completion of corrections: 9/16, not met
 - Stop Work Order issued to developer: 9/21, violated
 - Additional Notice of Breach to developer from City Attorney: 10/9
 - Deadline to cure per Notice of Breach: 11/8
 - Additional \$100,000 Escrow Agreement with Developer: 10/24
 - Current deadline for completion of corrections per Escrow Agreement: 12/9
 - Status: 95% complete, documentation and approval remaining. Required documentation not received by 12/9. **No update.**
 - **New:** The Phase 1 PUD Third Amendment was recorded on 12/20/2023. This amendment, approved by City Council on 8/2/2022, allows the LURA parcel to be used for community housing.

- Railyard Phase 2:
 - **Mountain View Dr. SIA:**
 - Deadline for completion: 8/10/2023
 - Status: sidewalks, landscaping not installed
 - Notice of Breach and Request for Extension from City Attorney to developer: 11/6
 - Not considering further escrow disbursement requests.
 - Need engineer's cost estimate from developer for remaining work.
 - TBD Resolution and Draft SIA Amendment: TBD at City Council. **No update.**
 - PUD:
 - 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. 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. **Update:** High Country Developers proposes to amend the previously approved PUD to reduce right-of-way widths and street widths.
- Railyard Phase 3:
 - Railyard Phase 3 PUD: Pre-application meeting held with Fading West representatives on 1/5/23 to discuss Phase 3 street connections. Expecting PUD application. **No update.**

Code amendments

- Title 17 – Zoning: Housing Variety Code Amendments: 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. **No update.**

Other

- **New:** Zoning map updated 1/11 with 821 Harrison Ave. and Formula Business Exclusion Overlay.



City of Leadville
Finance Department
800 Harrison Avenue
Leadville, CO 80461
719-486-5329

Monthly Report for December 2023

Department Updates

- Continued work with Caselle to update features/modules
 - Caselle Connect Online
 - Timekeeping

- Finalized Q3 Accommodations tax, payments received through December 20, 2023
 - Accommodations Q3 Tax Revenue - \$139,766.87
 - Payment to Lake County - \$54,099.58
 - \$54,509.08 less \$409.50 MUNIrevs service fee

Financial Highlights

- General Fund Revenue - \$382,397
- General Fund Expenditures - \$353,618
 - All Expenditures received entered through December
 - Excluding December PCard, charges total \$15,720 across all departments
- Sales Tax Revenue - \$345,418
 - Sales tax posted in December is sales tax collected by the State of Colorado for the month of October. County received revenue in November and disperses after the Treasurer closes the period after the last day of the month received
 - Sales tax is net of tax received from the State and Lake County Revenue Sharing
 - This creates a slight variance between what is reported on the City Schedule of Sales Tax and what is received from the County Finance Department

Upcoming Items

- Supplemental Budget
- 1099/W2 processing
- Q4 STR Revenue, payments due by January 21, 2024 from license holders

Continued Items

- Bank reconciliation catch up, finalized through April 2023
- Work with Caselle to implement items from onsite training
 - Roll out Timekeeping/Caselle Connect Online
 - Utilize the system to its full capacity
 - Continue to look for efficiencies within processes
- Establish a Purchasing Card Policy
 - Move away from shared department credit cards
 - Allows for better tracking and accountability
 - Establish online access for all card holders on Elan for coding, receipt attachment, descriptions, etc.
 - File can be exported and then imported into Caselle

CITY OF LEADVILLE
 COMBINED CASH INVESTMENT
 DECEMBER 31, 2023

COMBINED CASH ACCOUNTS

99-1002	GENERAL FUND CHECKING	1,465,504.49
		1,465,504.49
	TOTAL COMBINED CASH	1,465,504.49
99-1000	CASH ALLOCATED TO OTHER FUNDS	(1,628,886.56)
		(1,628,886.56)
	TOTAL UNALLOCATED CASH	(163,382.07)
		(163,382.07)

Should net to zero; error when running reports. Will get with Caselle support to determine error and how to correct

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	2,314,143.45
5	ALLOCATION TO CONSERVATION TRUST FUND	(82,233.09)
6	ALLOCATION TO URA FUND	(313,095.34)
7	ALLOCATION TO ACCOMMODATINS TAX FUND	75,260.93
8	ALLOCATION TO HIGH COUNTRY DEVELOPERS	117,291.68
10	ALLOCATION TO FIRE DEPARTMENT FUND	(482,481.07)
		(482,481.07)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,628,886.56
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(1,628,886.56)
		(1,628,886.56)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LEADVILLE
BALANCE SHEET
DECEMBER 31, 2023

GENERAL FUND

ASSETS

01-1000	CASH ALLOCATED TO OTHER FUNDS	2,314,143.45	
01-1006	COMMUNITY GENERAL INVESTMENT	899,101.38	
01-1030	GENERAL FUND CD	68,714.45	
01-1060	CASH - BAIL BONDS	2,903.81	
01-1065	PETTY CASH - POLICE DEPT	(70.00)	
01-1070	PETTY CASH - ADMINISTRATIVE	250.00	
01-1080	PETTY CASH - ANIMAL SHELTER	100.00	
01-1082	PETTY CASH - MUNICIPAL COURT	100.00	
01-1090	POLICE/COURT SURCHARGE	5,462.71	
01-1094	SPRUCE ST DAMAGE DEPOSIT	(300.00)	
01-1501	PROPERTY TAXES RECEIVABLE	776,103.00	
01-1502	ACCOUNTS RECEIVABLE	(44.56)	
01-1520	DUE TO/FROM COUNTY	(782.35)	
01-1535	DUE TO/FROM URA	35,677.04	
	TOTAL ASSETS		<u>4,101,358.93</u>

LIABILITIES AND EQUITY

LIABILITIES

01-2000	ACCOUNTS PAYABLE	133,934.53	
01-2001	DEFERRED REVENUE	776,103.00	
01-2007	RESTITUTION PAYABLE	275.39	
01-2010	DEFERRED GRANT REVENUE	471,983.00	
01-2200	FICA PAYABLE	(35.68)	
01-2201	FICA MED PAYABLE	.01	
01-2210	UNEMPLOYMENT PAYABLE	984.06	
01-2215	HEALTH INSURANCE PAYABLE	864.18	
01-2220	DEFERRED PLAN PAYABLE	657.68	
01-2221	CO F & P PENSION PAYABLE	67.65	
01-2230	ACCRUED PAYROLL	48,754.00	
01-2240	FWT PAYABLE	(.03)	
01-2250	SWT PAYABLE	(5.00)	
01-2265	MISCELLANEOUS PAYROLL PAYABLE	2,124.92	
01-2280	BAIL BONDS FUND	3,263.03	
01-2281	EXCAVATION BONDS FUND	4,000.00	
01-2283	PLANNING CASH DEPOSIT PAYABLE	6,250.00	
	TOTAL LIABILITIES		1,449,220.74

FUND EQUITY

CITY OF LEADVILLE
BALANCE SHEET
DECEMBER 31, 2023

GENERAL FUND

FUND BALANCE:			
01-2900	GENERAL FUND BALANCE	3,666,832.30	
01-2910	LEADVILLE PAVING FUND	185,682.15	
01-2915	ANIMAL SHELTER IMPROVEMENTS	30,006.50	
	REVENUE OVER EXPENDITURES - YTD	(1,321,537.92)	
		<u>2,560,983.03</u>	
	BALANCE - CURRENT DATE		<u>2,560,983.03</u>
	TOTAL FUND EQUITY		<u>2,560,983.03</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>4,010,203.77</u></u>

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL FUND REVENUES</u>					
01-300-3100	PROPERTY TAX	144.97	789,855.45	802,267.00	12,411.55 98.5
01-300-3120	SPECIFIC OWNERSHIP TAX	2,932.69	32,773.21	60,000.00	27,226.79 54.6
01-300-3130	SALES TAX	345,418.97	3,088,852.35	3,400,000.00	311,147.65 90.9
01-300-3135	MARIJUANA EXCISE TAX (CITY)	1,584.35	57,060.36	50,000.00 (	7,060.36) 114.1
01-300-3140	CIGARETTE TAX	.00	4,250.09	4,500.00	249.91 94.5
01-300-3150	SEVERANCE TAX	.00	.00	80,000.00	80,000.00 .0
01-300-3160	FRANCHISE TAX	14,043.88	131,166.32	120,000.00 (	11,166.32) 109.3
01-300-3170	PENALTIES & INT DELIQUENT TAX	3.17	2,641.65	1,500.00 (	1,141.65) 176.1
01-300-3210	BUSINESS LICENSES	800.00	12,720.00	15,000.00	2,280.00 84.8
01-300-3220	LIQUOR LICENSE	1,241.25	4,573.75	6,000.00	1,426.25 76.2
01-300-3225	MARIJUANA APPLICATION FEE	.00	19,500.00	21,000.00	1,500.00 92.9
01-300-3226	RETAIL MARIJUANA TAX/STATE	.00	34,630.47	60,000.00	25,369.53 57.7
01-300-3240	EXCAVATION & ZONING PERMITS	.00	17,600.00	20,000.00	2,400.00 88.0
01-300-3256	STR FEE CLASS 2	.00	62,075.00	55,575.00 (	6,500.00) 111.7
01-300-3258	STR CONVENIENCE FEE	12.39	778.27	500.00 (	278.27) 155.7
01-300-3260	CONDITIONAL USE PERMITS	.00	1,650.00	1,500.00 (	150.00) 110.0
01-300-3270	SIGN PERMIT	.00	100.00	300.00	200.00 33.3
01-300-3280	OTHER ZONING APPLICATION FEES	.00	2,975.00	2,000.00 (	975.00) 148.8
01-300-3320	ANIMAL SHELTER FEES	1,384.00	18,970.00	25,000.00	6,030.00 75.9
01-300-3321	ANIMAL SHELTER (COUNTY)	.00	51,734.96	130,378.00	78,643.04 39.7
01-300-3330	MOTOR VEHICLE 1.5	990.35	10,907.73	13,000.00	2,092.27 83.9
01-300-3340	STATE HIGHWAY MAINTENANCE	.00	5,250.00	18,000.00	12,750.00 29.2
01-300-3350	HIGHWAY USERS TAX	10,702.44	101,289.95	118,534.00	17,244.05 85.5
01-300-3400	POLICE SURCHARGE	210.00	1,705.00	3,000.00	1,295.00 56.8
01-300-3410	COURT FINES	.00	1,545.00	1,000.00 (	545.00) 154.5
01-300-3420	PARKING FINES	250.00	5,475.00	6,000.00	525.00 91.3
01-300-3430	TRAFFIC FINES	270.00	760.00	6,000.00	5,240.00 12.7
01-300-3440	OTHER FINES	100.00	1,250.00	1,000.00 (	250.00) 125.0
01-300-3460	BOND FEES	.00	.00	100.00	100.00 .0
01-300-3470	WARRANT FEES	.00	.00	500.00	500.00 .0
01-300-3501	EARNINGS ON DEPOSIT-GF OPERATI	.00	1,222.64	670.00 (	552.64) 182.5
01-300-3505	EARNING ON DEPOSIT-PD SURCHARG	.00	11.37	10.00 (	1.37) 113.7
01-300-3506	EARNINGS ON DEPOSIT-GEN INVEST	.00	1,869.96	2,000.00	130.04 93.5
01-300-3508	EARNING ON DEPOSIT-BAIL BONDS	.00	6.03	10.00	3.97 60.3
01-300-3510	MISCELLANEOUS	142.00	4,379.87	5,000.00	620.13 87.6
01-300-3517	ANIMAL SHELTER REIMBURSEMENTS	.00	703.00	.00 (	703.00) .0
01-300-3518	CHARGE POINT/EV CHARGING	.00	6,601.14	24,000.00	17,398.86 27.5
01-300-3519	SPRUCE ST HOUSE REIMBURSEMENTS	2,135.61	13,042.61	30,000.00	16,957.39 43.5
01-300-3520	REIMBURSEMENTS	370.93	2,241.55	5,000.00	2,758.45 44.8
01-300-3523	CONTRACT SERVICE REIMBURSEMENT	.00	.00	3,000.00	3,000.00 .0
01-300-3524	CONSULTANT FEE REIMBURSEMENTS	.00	.00	5,000.00	5,000.00 .0
01-300-3552	TABOR HOME REVENUE	.00	.00	3,000.00	3,000.00 .0
01-300-3553	HOUSE WITH THE EYE REVENUE	.00	.00	2,000.00	2,000.00 .0
01-300-3605	CITY ADMINISTRATOR GRANT	.00	40,511.77	62,400.00	21,888.23 64.9
01-300-3610	STATE GRANTS	.00	75.00	.00 (	75.00) .0
01-300-3615	ANIMAL SHELTER GRANTS	.00	6,700.00	.00 (	6,700.00) .0
01-300-3620	OTHER GRANTS	.00	.00	2,500.00	2,500.00 .0
01-300-3635	TABOR OPERA RENOVATION GRANTS	.00	320,782.90	546,869.00	226,086.10 58.7
01-300-3710	US DEPT OF JUSTICE GRANT (P/D)	.00	84,178.86	85,915.00	1,736.14 98.0
01-300-3797	HISTORIC PRESERVATION GRANTS	.00	19,500.00	.00 (	19,500.00) .0
01-300-3900	ADMINISTRATIVE FEE - FIRE	.00	23,333.70	28,000.00	4,666.30 83.3
01-300-5531	DONATION ANIMAL SHELTER	175.00	9,648.00	1,500.00 (	8,148.00) 643.2

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-300-9001 SALE OF CAPITAL ASSET	.00	.00	1,000.00	1,000.00	.0
TOTAL GENERAL FUND REVENUES	382,912.00	4,996,897.96	5,830,528.00	833,630.04	85.7
TOTAL FUND REVENUE	382,912.00	4,996,897.96	5,830,528.00	833,630.04	85.7

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE EXPENDITURES:</u>					
01-40-1-5000 SALARY	3,415.42	44,400.46	44,400.00	(.46)	100.0
01-40-1-5011 DISCRETIONARY EMPLOYEE BONUS'	13,100.00	13,100.00	14,000.00	900.00	93.6
01-40-1-5120 FICA - EMPLOYER	837.92	3,378.56	2,753.00	(625.56)	122.7
01-40-1-5130 FICA MEDICARE - EMPLOYER	239.52	834.00	644.00	(190.00)	129.5
01-40-1-5165 STATE UNEMPLOYMENT TAX	26.56	28.72	.00	(28.72)	.0
01-40-1-6202 SUPPLIES	.00	4,968.40	5,000.00	31.60	99.4
01-40-1-6203 OPERATING EXPENSES	.00	636.26	500.00	(136.26)	127.3
01-40-1-6310 EDUCATION & CONFERENCES	.00	878.02	1,000.00	121.98	87.8
01-40-1-6311 TRAVEL	.00	874.08	1,000.00	125.92	87.4
TOTAL EXECUTIVE EXPENDITURES	17,619.42	69,098.50	69,297.00	198.50	99.7
<u>ADMINISTRATIVE EXPENDITURES:</u>					
01-40-2-5000 SALARY	15,888.26	224,881.73	235,636.00	10,754.27	95.4
01-40-2-5007 OVERTIME	.00	833.37	500.00	(333.37)	166.7
01-40-2-5008 MISCELLANEOUS WAGES	.00	598.85	.00	(598.85)	.0
01-40-2-5120 FICA	989.21	13,318.60	14,640.00	1,321.40	91.0
01-40-2-5130 FICA MEDICARE	231.34	3,114.88	3,424.00	309.12	91.0
01-40-2-5140 DEFERRED PLAN	182.20	2,421.56	10,756.00	8,334.44	22.5
01-40-2-5150 HEALTH INSURANCE	1,325.76	34,540.40	29,396.00	(5,144.40)	117.5
01-40-2-5165 STATE UNEMPLOYMENT TAX	31.78	456.68	472.00	15.32	96.8
01-40-2-6202 SUPPLIES	.00	.00	100.00	100.00	.0
01-40-2-6310 EDUCATION & CONFERENCES	.00	1,853.34	2,000.00	146.66	92.7
01-40-2-6311 TRAVEL	.00	624.62	850.00	225.38	73.5
01-40-2-6312 DUES & MEMBERSHIP	.00	190.00	.00	(190.00)	.0
TOTAL ADMINISTRATIVE EXPENDITURES	18,648.55	282,834.03	297,774.00	14,939.97	95.0
<u>MUNICIPAL COURT EXPENDITURES:</u>					
01-40-3-5000 SALARY	2,133.25	26,456.12	29,380.00	2,923.88	90.1
01-40-3-5120 FICA	130.45	1,601.74	1,822.00	220.26	87.9
01-40-3-5130 FICA MEDICARE	30.51	374.69	426.00	51.31	88.0
01-40-3-5150 HEALTH INSURANCE	139.33	1,671.96	2,090.00	418.04	80.0
01-40-3-5165 STATE UNEMPLOYMENT TAX	4.27	53.95	59.00	5.05	91.4
01-40-3-6202 SUPPLIES	.00	.00	100.00	100.00	.0
01-40-3-6203 OPERATING EXPENSES	.00	.00	550.00	550.00	.0
01-40-3-6204 POSTAGE	.00	7.50	162.00	154.50	4.6
01-40-3-6301 LEGAL FEES-PROS. ATTORNEY	750.00	10,732.47	10,000.00	(732.47)	107.3
01-40-3-6310 EDUCATION & CONFERENCES	.00	350.00	650.00	300.00	53.9
01-40-3-6311 TRAVEL	.00	.00	1,000.00	1,000.00	.0
01-40-3-6312 DUES & MEMBERSHIPS	.00	60.00	82.00	22.00	73.2
01-40-3-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	.00	500.00	500.00	.0
01-40-3-6570 INTERPRETER	.00	.00	1,200.00	1,200.00	.0
TOTAL MUNICIPAL COURT EXPENDITURES	3,187.81	41,308.43	48,021.00	6,712.57	86.0
<u>CITY CLERK EXPENDITURES:</u>					

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-4-5000 SALARY	3,609.22	46,923.76	43,350.00	(3,573.76)	108.2
01-40-4-5120 FICA	216.49	2,754.58	2,688.00	(66.58)	102.5
01-40-4-5130 FICA MEDICARE	50.64	644.28	629.00	(15.28)	102.4
01-40-4-5150 HEALTH INSURANCE	630.60	6,761.01	6,270.00	(491.01)	107.8
01-40-4-5165 STATE UNEMPLOYMENT TAX	6.84	88.94	82.00	(6.94)	108.5
01-40-4-6304 CODIFICATION OF MUNICIPAL CODE	2,221.00	4,068.23	5,000.00	931.77	81.4
01-40-4-6310 EDUCATION & CONFERENCES	.00	399.57	1,500.00	1,100.43	26.6
01-40-4-6311 TRAVEL	.00	1,437.26	.00	(1,437.26)	.0
01-40-4-6501 OTHER EXPENSES	.00	267.50	100.00	(167.50)	267.5
01-40-4-6540 ELECTIONS	752.92	752.92	5,000.00	4,247.08	15.1
01-40-4-6545 LEGAL PUBLICATIONS	.00	1,130.33	6,500.00	5,369.67	17.4
TOTAL CITY CLERK EXPENDITURES	7,487.71	65,228.38	71,119.00	5,890.62	91.7

CITY TREASURER EXPENDITURES:

01-40-5-5000 SALARY	9,872.62	115,468.54	103,476.00	(11,992.54)	111.6
01-40-5-5120 FICA	582.97	6,966.59	6,416.00	(550.59)	108.6
01-40-5-5130 FICA MEDICARE	136.35	1,629.36	1,500.00	(129.36)	108.6
01-40-5-5140 DEFERRED PLAN	176.40	4,657.59	4,663.00	5.41	99.9
01-40-5-5150 HEALTH INSURANCE	2,553.08	9,031.06	8,583.00	(448.06)	105.2
01-40-5-5165 STATE UNEMPLOYMENT TAX	19.37	226.08	155.00	(71.08)	145.9
01-40-5-6310 EDUCATION AND CONFERENCES	.00	862.92	500.00	(362.92)	172.6
01-40-5-6311 TRAVEL	.00	.00	100.00	100.00	.0
01-40-5-6312 DUES & MEMBERSHIP	.00	.00	300.00	300.00	.0
TOTAL CITY TREASURER EXPENDITURES	13,340.79	138,842.14	125,693.00	(13,149.14)	110.5

CITY HALL EXPENDITURES:

01-40-6-5000 SALARY	618.00	29,438.82	47,449.00	18,010.18	62.0
01-40-6-5007 OVERTIME	.00	884.52	.00	(884.52)	.0
01-40-6-5015 PTO PAYOUT	333.18	333.18	.00	(333.18)	.0
01-40-6-5120 FICA	58.98	1,900.72	2,942.00	1,041.28	64.6
01-40-6-5130 FICA MEDICARE	13.80	444.59	688.00	243.41	64.6
01-40-6-5165 UNEMPLOYMENT TAX	1.91	61.32	95.00	33.68	64.6
01-40-6-6202 SUPPLIES	502.06	9,278.20	8,000.00	(1,278.20)	116.0
01-40-6-6204 POSTAGE	419.64	2,016.61	4,000.00	1,983.39	50.4
01-40-6-6205 OPERATING EXPENSES	1,440.00	8,014.63	5,000.00	(3,014.63)	160.3
01-40-6-6209 LEASE PAYMENTS	.00	7,500.00	7,500.00	.00	100.0
01-40-6-6215 809 SPRUCE ST. MAINTENANCE	538.56	3,779.45	.00	(3,779.45)	.0
01-40-6-6216 BUILDING MAINTENANCE	500.00	28,218.13	50,000.00	21,781.87	56.4
01-40-6-6301 PROFESSIONAL SERVICES - LEGAL	.00	82,806.95	130,000.00	47,193.05	63.7
01-40-6-6302 PROFESSIONAL SERVICES - AUDIT	.00	24,200.00	40,000.00	15,800.00	60.5
01-40-6-6303 PROFESSIONAL SERVICES - OTHER	7,466.67	32,535.39	30,000.00	(2,535.39)	108.5
01-40-6-6306 TREASURERS FEES (PROPERTY TAX)	2.90	14,755.80	25,045.00	10,289.20	58.9
01-40-6-6307 SHORT TERM RENTAL MERCHANT FEE	.00	1,927.91	1,000.00	(927.91)	192.8
01-40-6-6308 LURA PROPERTY TAX DISBURSEMENT	.00	25,806.67	.00	(25,806.67)	.0
01-40-6-6310 EDUCATION & CONFERENCES	.00	13,278.43	.00	(13,278.43)	.0
01-40-6-6312 DUES & MEMBERSHIP	.00	1,919.99	3,000.00	1,080.01	64.0
01-40-6-6330 TELEPHONE	565.20	7,497.09	9,500.00	2,002.91	78.9
01-40-6-6338 PARKLET UTILITIES	435.06	2,372.61	.00	(2,372.61)	.0
01-40-6-6339 809 SPRUCE ST. UTILITIES	594.42	6,280.84	14,000.00	7,719.16	44.9

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-6-6340 UTILITIES	2,612.59	26,678.91	20,000.00	(6,678.91)	133.4
01-40-6-6341 STREET LIGHTING	3,277.34	38,379.65	40,000.00	1,620.35	96.0
01-40-6-6342 EV CHARGING STATION UTILITIES	1,719.36	18,066.47	24,000.00	5,933.53	75.3
01-40-6-6501 OTHER EXPENSES	1,567.90	17,109.85	8,000.00	(9,109.85)	213.9
01-40-6-6504 TABOR HOME EXPENSES	477.32	5,975.69	4,500.00	(1,475.69)	132.8
01-40-6-6511 HOUSE WITH THE EYE EXPENSES	190.32	2,499.08	4,500.00	2,000.92	55.5
01-40-6-6520 INSURANCE	.00	175,388.62	176,367.00	978.38	99.5
01-40-6-6523 TABOR OPERA HOUSE CONTRIBUTION	.00	140,000.00	140,000.00	.00	100.0
01-40-6-6526 HISTORIC PRESERVATION COMMISSI	5,456.25	14,598.08	.00	(14,598.08)	.0
01-40-6-6531 TRANSFERS TO OTHER FUNDS	.00	458,548.70	550,258.00	91,709.30	83.3
01-40-6-6535 MAIN STREET PRGM EXPENDITURES	.00	60,000.00	60,000.00	.00	100.0
01-40-6-6550 COMPUTER EQUIPMENT/MAINTENANCE	400.00	37,766.61	29,000.00	(8,766.61)	130.2
01-40-6-6551 COMPUTER SOFTWARE	.00	11,585.31	12,000.00	414.69	96.5
01-40-6-6555 HOUSING ADMINISTRATOR FUND TRA	.00	29,166.70	35,000.00	5,833.30	83.3
01-40-6-6565 DOLA TOH GRANT EXPENDITURES	.00	528,402.36	546,869.00	18,466.64	96.6
01-40-6-6580 CDOT MAIN STREET GRANT	.00	74,440.13	.00	(74,440.13)	.0
01-40-6-6820 THE AMERICAN RESCUE PLAN	.00	57,472.50	.00	(57,472.50)	.0
01-40-6-6905 OPERATING CONTINGENCY	108,500.00	166,770.88	161,837.00	(4,933.88)	103.1
01-40-6-7001 XEROX COPIER	.00	3,929.21	6,000.00	2,070.79	65.5
01-40-6-9000 CAPITAL PURCHASE	.00	864,346.30	75,492.00	(788,854.30)	1145.0
TOTAL CITY HALL EXPENDITURES	137,691.46	3,036,376.90	2,272,042.00	(764,334.90)	133.6
 MAIN STREET EXPENDITURES:					
TOTAL MAIN STREET EXPENDITURES	.00	.00	.00	.00	.0
 PLANNING DEPARTMENT EXPENDITUR:					
01-40-8-5000 SALARY - DIRECTOR - P&Z - HPC	11,353.88	131,770.35	109,665.00	(22,105.35)	120.2
01-40-8-5120 FICA	684.56	8,149.91	6,799.00	(1,350.91)	119.9
01-40-8-5130 FICA MEDICARE	160.14	1,906.48	1,590.00	(316.48)	119.9
01-40-8-5140 DEFERRED PLAN	581.54	5,852.11	4,996.00	(856.11)	117.1
01-40-8-5150 HEALTH INSURANCE	1,771.46	1,847.58	72.00	(1,775.58)	2566.1
01-40-8-5165 STATE UNEMPLOYMENT TAX	22.64	262.71	219.00	(43.71)	120.0
01-40-8-6301 PROFESSIONAL SERVICES - LEGAL	517.00	15,463.62	7,400.00	(8,063.62)	209.0
01-40-8-6304 PROFESSIONAL SERVICES - ENGINE	.00	17,725.50	12,000.00	(5,725.50)	147.7
01-40-8-6310 EDUCATION AND CONFERENCES	.00	1,535.38	750.00	(785.38)	204.7
01-40-8-6311 TRAVEL	.00	860.80	1,250.00	389.20	68.9
01-40-8-6312 DUES & MEMBERSHIP	.00	.00	600.00	600.00	.0
01-40-8-6515 CODE AMENDMENTS - CONSULTANTS	.00	1,250.00	5,000.00	3,750.00	25.0
01-40-8-6526 HISTORIC PRESERVATION COMMISSI	.00	1,985.12	5,000.00	3,014.88	39.7
01-40-8-6545 LEGAL PUBLICATIONS	.00	51.61	500.00	448.39	10.3
01-40-8-6551 COMPUTER SOFTWARE	.00	239.88	.00	(239.88)	.0
TOTAL PLANNING DEPARTMENT EXPENDIT	15,091.22	188,901.05	155,841.00	(33,060.05)	121.2
TOTAL GENERAL OPERATING EXPENDITUR	213,066.96	3,822,589.43	3,039,787.00	(782,802.43)	125.8

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
<u>POLICE DEPARTMENT EXPENDITURES:</u>					
01-60-0-5000 SALARY	36,132.68	675,610.27	718,979.00	43,368.73	94.0
01-60-0-5003 PART-TIME WAGES	634.41	13,843.50	17,822.00	3,978.50	77.7
01-60-0-5004 CONTRACT SERVICES	.00	1,080.00	6,000.00	4,920.00	18.0
01-60-0-5007 OVERTIME	305.36	30,959.41	15,000.00	(15,959.41)	206.4
01-60-0-5008 MISCELLANEOUS WAGES	.00	532.72	.00	(532.72)	.0
01-60-0-5010 HOLIDAY PAY	.00	4,328.68	3,000.00	(1,328.68)	144.3
01-60-0-5012 WELLNESS BENEFIT	.00	600.00	.00	(600.00)	.0
01-60-0-5015 PTO PAYOUT	.00	6,589.44	.00	(6,589.44)	.0
01-60-0-5016 FTO PAY	.00	835.22	3,550.00	2,714.78	23.5
01-60-0-5032 SHIFT DIFFERENTIAL	257.35	3,892.40	3,500.00	(392.40)	111.2
01-60-0-5120 FICA	1,283.30	25,582.25	18,351.00	(7,231.25)	139.4
01-60-0-5130 FICA MEDICARE	534.18	10,565.64	11,134.00	568.36	94.9
01-60-0-5140 DEFERRED PLAN	.00	468.00	14,189.00	13,721.00	3.3
01-60-0-5145 CO F & P PENSION	1,480.11	25,853.71	42,163.00	16,309.29	61.3
01-60-0-5150 HEALTH INSURANCE	2,229.49	23,944.35	47,058.00	23,113.65	50.9
01-60-0-5165 STATE UNEMPLOYMENT TAX	74.65	1,503.33	1,536.00	32.67	97.9
01-60-0-6105 US DEPARTMENT OF JUSTICE GRANT	.00	84,178.86	85,915.00	1,736.14	98.0
01-60-0-6202 SUPPLIES	252.30	4,700.15	9,000.00	4,299.85	52.2
01-60-0-6204 POSTAGE	.00	87.87	200.00	112.13	43.9
01-60-0-6209 VEHICLE LEASE PAYMENTS	2,501.65	47,846.51	50,348.00	2,501.49	95.0
01-60-0-6210 VEHICLE REPAIRS	2,809.85	6,879.19	5,000.00	(1,879.19)	137.6
01-60-0-6211 GAS AND OIL	934.77	16,984.73	20,000.00	3,015.27	84.9
01-60-0-6215 EQUIPMENT REPAIR & MAINTENANCE	.00	1,679.33	2,000.00	320.67	84.0
01-60-0-6310 EDUCATION & CONFERENCES	.00	17,935.52	30,000.00	12,064.48	59.8
01-60-0-6311 TRAVEL	.00	3,489.73	4,000.00	510.27	87.2
01-60-0-6312 DUES & MEMBERSHIP	.00	1,897.95	1,100.00	(797.95)	172.5
01-60-0-6330 TELEPHONE	824.83	15,783.05	14,000.00	(1,783.05)	112.7
01-60-0-6340 UTILITIES	448.31	3,830.76	3,500.00	(330.76)	109.5
01-60-0-6401 UNIFORM ALLOWANCE	.00	730.68	8,000.00	7,269.32	9.1
01-60-0-6403 PHYSICALS	.00	.00	6,500.00	6,500.00	.0
01-60-0-6404 PSYCHE EVALUATIONS	.00	250.00	3,500.00	3,250.00	7.1
01-60-0-6500 LEGAL SUPPORT FOR OFFICERS	.00	1,494.00	1,500.00	6.00	99.6
01-60-0-6501 OTHER EXPENSES	.00	7,252.28	3,500.00	(3,752.28)	207.2
01-60-0-6505 ANIMAL CONTROL OFFICER EXPENDI	.00	.00	4,000.00	4,000.00	.0
01-60-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	38,731.67	51,113.00	12,381.33	75.8
01-60-0-6551 COMPUTER SOFTWARE	.00	.00	4,500.00	4,500.00	.0
01-60-0-6615 TOWING	.00	975.00	3,000.00	2,025.00	32.5
01-60-0-6621 INVESTIGATIVE EXPENDITURES	.00	2,075.62	10,000.00	7,924.38	20.8
01-60-0-6625 CRIME PREVENTION	.00	.00	17,000.00	17,000.00	.0
01-60-0-6640 BULLET RESISTANT VESTS	.00	.00	3,000.00	3,000.00	.0
01-60-0-6641 BIKE PATROL	.00	.00	3,000.00	3,000.00	.0
01-60-0-6642 TASERS	.00	.00	6,000.00	6,000.00	.0
01-60-0-6643 AMMUNITION	577.04	3,619.83	4,000.00	380.17	90.5
01-60-0-6901 OFFICE EQUIPMENT EXPENDITURES	.00	978.33	1,500.00	521.67	65.2
01-60-0-6902 SMALL EQUIPMENT	.00	7,488.40	1,200.00	(6,288.40)	624.0
01-60-0-7001 XEROX COPIER LEASE	.00	1,958.40	2,600.00	641.60	75.3
01-60-0-7003 POLICE CAPITAL	.00	6,524.21	8,000.00	1,475.79	81.6
TOTAL POLICE DEPARTMENT EXPENDITUR	51,280.28	1,103,560.99	1,269,258.00	165,697.01	87.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL POLICE DEPARTMENT	51,280.28	1,103,560.99	1,269,258.00	165,697.01	87.0
<u>STREET DEPARTMENT</u>					
<u>STREET DEPARTMENT EXPENDITURES:</u>					
01-70-0-5000 SALARY	27,597.62	416,672.99	491,337.00	74,664.01	84.8
01-70-0-5007 OVERTIME	2,862.76	16,928.65	6,000.00	(10,928.65)	282.1
01-70-0-5010 HOLIDAY PAY	.00	413.28	1,500.00	1,086.72	27.6
01-70-0-5015 PTO PAYOUT	.00	177.31	.00	(177.31)	.0
01-70-0-5031 OUT-OF-POSITION PAY	123.00	880.50	900.00	19.50	97.8
01-70-0-5120 FICA	1,844.93	25,992.08	30,984.00	4,991.92	83.9
01-70-0-5130 FICA MEDICARE	431.48	6,078.67	7,246.00	1,167.33	83.9
01-70-0-5140 DEFERRED PLAN	309.80	4,031.59	11,465.00	7,433.41	35.2
01-70-0-5150 HEALTH INSURANCE	4,326.53	45,230.30	47,080.00	1,849.70	96.1
01-70-0-5165 STATE UNEMPLOYMENT TAX	61.15	885.86	999.00	113.14	88.7
01-70-0-6202 SUPPLIES	95.47	3,049.01	4,500.00	1,450.99	67.8
01-70-0-6209 VEHICLE LEASE PAYMENTS	.00	197,858.15	228,315.00	30,456.85	86.7
01-70-0-6210 VEHICLE REPAIRS	(22.00)	3,842.40	4,000.00	157.60	96.1
01-70-0-6211 GAS AND OIL	2,616.56	32,871.50	35,000.00	2,128.50	93.9
01-70-0-6215 EQUIPMENT REPAIR & MAINTENANCE	.00	22,244.29	14,000.00	(8,244.29)	158.9
01-70-0-6216 BUILDING REPAIR & MAINTENANCE	269.16	5,083.49	84,000.00	78,916.51	6.1
01-70-0-6303 PROFESSIONAL SERVICES - OTHER	.00	752.00	.00	(752.00)	.0
01-70-0-6310 EDUCATION & CONFERENCES	.00	404.93	2,000.00	1,595.07	20.3
01-70-0-6311 TRAVEL	.00	113.45	2,000.00	1,886.55	5.7
01-70-0-6330 TELEPHONE	227.34	3,239.47	2,000.00	(1,239.47)	162.0
01-70-0-6340 UTILITIES	1,968.09	14,148.24	8,200.00	(5,948.24)	172.5
01-70-0-6341 STREET LIGHTING	39.98	2,330.52	4,000.00	1,669.48	58.3
01-70-0-6345 LANDFILL	.00	1,214.00	500.00	(714.00)	242.8
01-70-0-6401 UNIFORM ALLOWANCE	134.63	3,813.47	5,400.00	1,586.53	70.6
01-70-0-6403 PHYSICALS AND TESTS	20.00	1,121.66	1,000.00	(121.66)	112.2
01-70-0-6404 SAFETY EQUIPMENT	.00	471.68	800.00	328.32	59.0
01-70-0-6501 OTHER EXPENSES	.00	1,288.43	500.00	(788.43)	257.7
01-70-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	38.92	3,494.54	2,000.00	(1,494.54)	174.7
01-70-0-6800 CONTRACT SNOW REMOVAL	.00	.00	1,500.00	1,500.00	.0
01-70-0-6902 SMALL EQUIPMENT	.00	1,992.54	4,000.00	2,007.46	49.8
01-70-0-6910 WEED MITIGATION EXPENSE	.00	.00	1,000.00	1,000.00	.0
01-70-0-7200 STREET MAINTENANCE	.00	264,701.23	200,000.00	(64,701.23)	132.4
01-70-0-7210 STREET SIGNAGE	4,793.31	8,287.18	10,000.00	1,712.82	82.9
01-70-0-7255 STREET MATERIALS	7,702.01	26,503.14	22,000.00	(4,503.14)	120.5
TOTAL STREET DEPARTMENT EXPENDITUR	55,440.74	1,116,116.55	1,234,226.00	118,109.45	90.4
TOTAL STREET DEPARTMENT	55,440.74	1,116,116.55	1,234,226.00	118,109.45	90.4

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL SHELTER</u>					
<u>ANIMAL SHELTER EXPENDITURES:</u>					
01-80-0-5000 SALARY	17,474.93	188,222.76	211,326.00	23,103.24	89.1
01-80-0-5007 OVERTIME	122.16	5,297.25	.00 (	5,297.25)	.0
01-80-0-5010 HOLIDAY PAY	24.00	1,117.78	1,000.00 (	117.78)	111.8
01-80-0-5011 ANIMAL SHELTER BONUS	2,500.00	2,500.00	.00 (	2,500.00)	.0
01-80-0-5120 FICA	1,234.00	12,020.64	13,164.00	1,143.36	91.3
01-80-0-5130 FICA - MEDICARE	288.61	2,814.93	3,079.00	264.07	91.4
01-80-0-5140 DEFERRED PLAN	.00	.00	2,392.00	2,392.00	.0
01-80-0-5145 CO F & P PENSION	.00	23.66	.00 (	23.66)	.0
01-80-0-5150 HEALTH INSURANCE	853.56	8,516.60	8,360.00 (	156.60)	101.9
01-80-0-5165 STATE UNEMPLOYMENT TAX	40.26	398.30	425.00	26.70	93.7
01-80-0-6202 SUPPLIES	731.02	4,374.90	3,000.00 (	1,374.90)	145.8
01-80-0-6210 VEHICLE REPAIRS	.00	42.24	2,050.00	2,007.76	2.1
01-80-0-6211 GAS AND OIL	.00	1,181.64	800.00 (	381.64)	147.7
01-80-0-6216 BUILDING MAINTENANCE	580.00	800.95	2,000.00	1,199.05	40.1
01-80-0-6310 EDUCATION AND CONFERENCE	.00	1,995.00	450.00 (	1,545.00)	443.3
01-80-0-6311 TRAVEL	.00	168.71	582.00	413.29	29.0
01-80-0-6312 MEMBERSHIPS	.00	740.89	650.00 (	90.89)	114.0
01-80-0-6330 TELEPHONE	35.33	728.36	1,100.00	371.64	66.2
01-80-0-6331 INTERNET ANIMAL SHELTER	54.95	579.99	1,000.00	420.01	58.0
01-80-0-6340 UTILITIES	351.36	4,106.70	4,000.00 (	106.70)	102.7
01-80-0-6401 UNIFORM ALLOWANCE	.00	106.90	500.00	393.10	21.4
01-80-0-6501 OTHER EXPENSES	.00	1,814.88	1,500.00 (	314.88)	121.0
01-80-0-6505 ANIMAL EXPENSES	8,323.51	21,215.51	16,000.00 (	5,215.51)	132.6
01-80-0-6520 INSURANCE	.00	9,105.50	10,425.00	1,319.50	87.3
01-80-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	3,472.88	2,454.00 (	1,018.88)	141.5
01-80-0-6562 ANIMAL ASSISTANCE FOUNDATION	1,216.80	2,433.80	.00 (	2,433.80)	.0
01-80-0-6901 OFFICE EQUIPMENT EXPENDITURES	.00	1,053.22	1,000.00 (	53.22)	105.3
01-80-0-7003 ANIMAL SHELTER CAPITAL	.00	1,334.92	.00 (	1,334.92)	.0
TOTAL ANIMAL SHELTER EXPENDITURES	33,830.49	276,168.91	287,257.00	11,088.09	96.1
TOTAL ANIMAL SHELTER	33,830.49	276,168.91	287,257.00	11,088.09	96.1
TOTAL FUND EXPENDITURES	353,618.47	6,318,435.88	5,830,528.00 (	487,907.88)	108.4
NET REVENUE OVER EXPENDITURES	29,293.53 (	1,321,537.92)	.00	1,321,537.92	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF LEADVILLE
 BALANCE SHEET
 DECEMBER 31, 2023

CONSERVATION TRUST FUND

ASSETS

05-1000	CASH ALLOCATED TO OTHER FUNDS	(	82,233.09)	
05-1006	COMMUNITY CONSERVATION TRUST		60,321.04	
			<u>60,321.04</u>	
	TOTAL ASSETS	(	21,912.05)	
			<u>21,912.05</u>	

LIABILITIES AND EQUITY

LIABILITIES

05-2000	ACCOUNTS PAYABLE - CONSERVE		363.00	
05-2200	FICA PAYABLE		20.51	
05-2210	UNEMPLOYMENT PAYABLE		4.26	
			<u>4.26</u>	
	TOTAL LIABILITIES			387.77

FUND EQUITY

FUND BALANCE:				
05-2900	CONSERVATION TRST FUND BALANCE		17,820.62	
	REVENUE OVER EXPENDITURES - YTD	(	40,880.53)	
			<u>40,880.53</u>	
	BALANCE - CURRENT DATE	(	23,059.91)	
			<u>23,059.91</u>	
	TOTAL FUND EQUITY	(	23,059.91)	
			<u>23,059.91</u>	
	TOTAL LIABILITIES AND EQUITY	(	22,672.14)	
			<u>22,672.14</u>	

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONSERVATION TRUST FUND REVENUE</u>					
05-300-3506 EARNINGS ON DEPOSIT-CTF	.00	125.46	600.00	474.54	20.9
05-300-3552 TABOR HOME REVENUE	.00	1,159.00	.00	(1,159.00)	.0
05-300-3553 HOUSE WITH THE EYE REVENUE	.00	1,066.00	.00	(1,066.00)	.0
05-300-3700 STATE LOTTERY	.00	26,053.11	30,000.00	3,946.89	86.8
05-300-3900 TRANSFER FROM CTF FUND BALANCE	.00	.00	18,118.00	18,118.00	.0
TOTAL CONSERVATION TRUST FUND REVE	.00	28,403.57	48,718.00	20,314.43	58.3
TOTAL FUND REVENUE	.00	28,403.57	48,718.00	20,314.43	58.3

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST FUND EXPEND:</u>					
05-40-1-5000 SALARY	1,442.00	18,677.33	19,210.00	532.67	97.2
05-40-1-5007 OVERTIME	.00	98.28	.00	(98.28)	.0
05-40-1-5015 PTO PAYOUT	777.42	777.42	.00	(777.42)	.0
05-40-1-5120 FICA	137.60	1,212.26	1,191.00	(21.26)	101.8
05-40-1-5130 FICA MEDICARE	32.17	283.47	279.00	(4.47)	101.6
05-40-1-5165 STATE UNEMPLOYMENT TAX	4.43	39.12	38.00	(1.12)	103.0
05-40-1-7301 PARKS MAINTENANCE	4,452.98	31,505.09	10,000.00	(21,505.09)	315.1
05-40-1-7302 TABOR HOME MUSEUM MAINTENANCE	.00	199.63	2,500.00	2,300.37	8.0
05-40-1-7303 HOUSE WITH THE EYE MAINTENANCE	.00	2,785.00	2,500.00	(285.00)	111.4
05-40-1-7310 MISC. CONSERVATION	.00	13,706.50	13,000.00	(706.50)	105.4
TOTAL CONSERVATION TRUST FUND EXPE	6,846.60	69,284.10	48,718.00	(20,566.10)	142.2
TOTAL CONSERVATION TRUST FUND	6,846.60	69,284.10	48,718.00	(20,566.10)	142.2
TOTAL FUND EXPENDITURES	6,846.60	69,284.10	48,718.00	(20,566.10)	142.2
NET REVENUE OVER EXPENDITURES	(6,846.60)	(40,880.53)	.00	40,880.53	.0

CITY OF LEADVILLE
 BALANCE SHEET
 DECEMBER 31, 2023

URA FUND

ASSETS

06-1000	CASH ALLOCATED TO OTHER FUNDS	(	313,095.34)	
06-1002	LURA CASH ACCOUNT		46,334.20	
06-1510	DUE TO/FROM OTHER GOVERNMENTS		12,972.96	
06-1990	DUE TO/FROM GENERAL FUND	(	35,677.04)	
	TOTAL ASSETS		(	289,465.22)

LIABILITIES AND EQUITY

LIABILITIES

06-2000	ACCOUNTS PAYABLE	(	10,861.96)	
	TOTAL LIABILITIES		(	10,861.96)

FUND EQUITY

	FUND BALANCE:			
06-2900	URA FUND BALANCE	(	280,455.61)	
	REVENUE OVER EXPENDITURES - YTD		1,852.35	
	BALANCE - CURRENT DATE	(	278,603.26)	
	TOTAL FUND EQUITY		(	278,603.26)
	TOTAL LIABILITIES AND EQUITY		(	289,465.22)

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

URA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>URA REVENUES</u>						
06-300-3900	TRANSFER FROM URA FUND BALANCE	.00	.00	30,000.00	30,000.00	.0
06-300-3910	LURA P1	.00	5.88	.00	(5.88)	.0
TOTAL URA REVENUES		.00	5.88	30,000.00	29,994.12	.0
TOTAL FUND REVENUE		.00	5.88	30,000.00	29,994.12	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

URA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>URA EXPENDITURES</u>					
06-99-0-6301 PROFESSIONAL SVCS - URA LEGAL	.00	(1,866.08)	30,000.00	31,866.08	(6.2)
06-99-0-6501 URA NEWSPAPER ADS	.00	19.61	.00	(19.61)	.0
TOTAL SUB DEPARTMENT 0	.00	(1,846.47)	30,000.00	31,846.47	(6.2)
TOTAL URA EXPENDITURES	.00	(1,846.47)	30,000.00	31,846.47	(6.2)
TOTAL FUND EXPENDITURES	.00	(1,846.47)	30,000.00	31,846.47	(6.2)
NET REVENUE OVER EXPENDITURES	.00	1,852.35	.00	(1,852.35)	.0

CITY OF LEADVILLE
 BALANCE SHEET
 DECEMBER 31, 2023

ACCOMMODATIONS TAX FUND

<u>ASSETS</u>			
07-1000	CASH ALLOCATED TO OTHER FUNDS		75,260.93
	TOTAL ASSETS		75,260.93
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
07-2000	ACCOUNTS PAYABLE		54,484.58
	TOTAL LIABILITIES		54,484.58
<u>FUND EQUITY</u>			
FUND BALANCE:			
07-2900	ACCOMMODATIONS TAX	12,525.03	
	REVENUE OVER EXPENDITURES - YTD	8,251.32	
	BALANCE - CURRENT DATE		20,776.35
	TOTAL FUND EQUITY		20,776.35
	TOTAL LIABILITIES AND EQUITY		75,260.93

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

ACCOMMODATIONS TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ACCOMMODATIONS TAX REVENUES</u>					
07-300-3710 CITY SHARE OF HOUSING DIRECTOR	.00	29,166.70	35,000.00	5,833.30	83.3
07-300-3715 MERCHANT FEE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
07-300-3800 ACCOMMODATIONS TAX	497.06	282,052.13	215,000.00	(67,052.13)	131.2
TOTAL ACCOMMODATIONS TAX REVENUES	497.06	311,218.83	251,500.00	(59,718.83)	123.8
TOTAL FUND REVENUE	497.06	311,218.83	251,500.00	(59,718.83)	123.8

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

ACCOMMODATIONS TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ACCOMMODATIONS TAX EXPENDITURE</u>					
07-40-0-5000 HOUSING DIRECTOR SERVICES	.00	70,000.00	70,000.00	.00	100.0
07-40-0-6000 PROFESSIONAL SERVICES	(24.50)	3,006.50	6,400.00	3,393.50	47.0
07-40-0-6307 MERCHANT FEE	.00	.00	2,000.00	2,000.00	.0
07-40-0-6400 TOURISM PANEL SHARE	54,509.08	109,961.01	83,902.00	(26,059.01)	131.1
07-40-0-6410 MISCELLANEOUS HOUSING PROJECTS	.00	120,000.00	89,198.00	(30,802.00)	134.5
TOTAL SUB DEPARTMENT 0	54,484.58	302,967.51	251,500.00	(51,467.51)	120.5
TOTAL ACCOMMODATIONS TAX EXPENDITURE	54,484.58	302,967.51	251,500.00	(51,467.51)	120.5
TOTAL FUND EXPENDITURES	54,484.58	302,967.51	251,500.00	(51,467.51)	120.5
NET REVENUE OVER EXPENDITURES	(53,987.52)	8,251.32	.00	(8,251.32)	.0

CITY OF LEADVILLE
 BALANCE SHEET
 DECEMBER 31, 2023

HIGH COUNTRY DEVELOPERS

<u>ASSETS</u>			
08-1000	CASH ALLOCATED TO OTHER FUNDS		117,291.68
08-1502	ACCOUNTS RECEIVABLE		159,031.00
			<u>276,322.68</u>
	TOTAL ASSETS		<u>276,322.68</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
08-2295	HIGH COUNTRY DEV DEPOSITS		189,930.36
			<u>189,930.36</u>
	TOTAL LIABILITIES		189,930.36
<u>FUND EQUITY</u>			
	FUND BALANCE:		
08-2900	HIGH COUNTRY DEVELOPERS	99,608.75	
	REVENUE OVER EXPENDITURES - YTD	(13,216.43)	
			<u>86,392.32</u>
	BALANCE - CURRENT DATE		<u>86,392.32</u>
	TOTAL FUND EQUITY		<u>86,392.32</u>
	TOTAL LIABILITIES AND EQUITY		<u>276,322.68</u>

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

HIGH COUNTRY DEVELOPERS

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>HIGH COUNTRY DEVELOPER REVENUE</u>						
08-300-3950	MTN VIEW DRIVE IMPROVEMENT	.00	143,736.30	.00	(143,736.30)	.0
	TOTAL HIGH COUNTRY DEVELOPER REVEN	.00	143,736.30	.00	(143,736.30)	.0
	TOTAL FUND REVENUE	.00	143,736.30	.00	(143,736.30)	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

HIGH COUNTRY DEVELOPERS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HIGH COUNTRY DEVELOPER EXENDIT</u>					
08-85-0-6515 OTHER PROJECT EXPENDITURES	.00	13,860.22	.00	(13,860.22)	.0
08-85-0-6516 PHASE 2 SIA EXPENDITURES	.00	133,169.46	.00	(133,169.46)	.0
08-85-0-6520 CONSULTANT FEES	.00	9,923.05	.00	(9,923.05)	.0
TOTAL SUB DEPARTMENT 0	.00	156,952.73	.00	(156,952.73)	.0
TOTAL HIGH COUNTRY DEVELOPER EXEND	.00	156,952.73	.00	(156,952.73)	.0
TOTAL FUND EXPENDITURES	.00	156,952.73	.00	(156,952.73)	.0
NET REVENUE OVER EXPENDITURES	.00	(13,216.43)	.00	13,216.43	.0

CITY OF LEADVILLE
BALANCE SHEET
DECEMBER 31, 2023

FIRE DEPARTMENT FUND

ASSETS

10-1000	CASH ALLOCATED TO OTHER FUNDS	(482,481.07)	
10-1006	COMMUNITY FIRE DEPARTMENT	31,238.51	
10-1401	PREPAID EXPENSE	146,700.00	
10-1410	PREPAID FIRE FUND EXPENDITURES	100,000.00	
10-1510	DUE FROM OTHER GOVERNMENTS	18,155.00	
10-1520	DUE FROM COUNTY	(52,998.40)	
	TOTAL ASSETS		(239,385.96)

LIABILITIES AND EQUITY

LIABILITIES

10-2000	ACCOUNT PAYABLE - FIRE	4,437.94	
10-2200	FICA PAYABLE	(146.28)	
10-2210	UNEMPLOYMENT PAYABLE	634.84	
10-2215	HEALTH INSURANCE PAYABLE	(1,807.16)	
10-2221	CO F & P PENSION PAYABLE	(1,329.16)	
10-2230	ACCRUED PAYROLL	22,153.68	
10-2240	FWT PAYABLE	(.05)	
10-2250	SWT PAYABLE	17.00	
10-2261	FIRE UNION DUES PAYABLE	(1,020.00)	
10-2265	MISCELLANEOUS PAYROLL PAYABLE	674.06	
	TOTAL LIABILITIES		23,614.87

FUND EQUITY

FUND BALANCE:			
10-2900	FIRE DEPARTMENT FUND BALANCE	189,486.76	
10-2901	FIRE FUND BAL - PROG & TNG	395,309.00	
	REVENUE OVER EXPENDITURES - YTD	(919,050.96)	
	BALANCE - CURRENT DATE		(334,255.20)
	TOTAL FUND EQUITY		(334,255.20)
	TOTAL LIABILITIES AND EQUITY		(310,640.33)

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FIRE REVENUES</u>					
10-300-3300 COUNTY FIRE PROTECTION	.00	534,972.50	1,283,934.00	748,961.50	41.7
10-300-3301 DONATIONS TO FIRE DEPARTMENT	.00	3,509.49	.00	(3,509.49)	.0
10-300-3302 FOREST SERVICE PAYMENTS FIRE	.00	206,317.25	.00	(206,317.25)	.0
10-300-3307 REIMBURSEMENT FOR SERVICES	.00	390.00	.00	(390.00)	.0
10-300-3308 PREVENT & INSPEC PRGM FEES	50.00	1,896.00	.00	(1,896.00)	.0
10-300-3309 REIMBURSEMENT - BME - EQUIPMEN	.00	2,123.35	.00	(2,123.35)	.0
10-300-3506 EARNINGS ON DEPOSIT-FIRE DEPT	.00	64.97	.00	(64.97)	.0
10-300-3515 CMC TRAINING CONTRIBUTION	.00	13,500.00	13,500.00	.00	100.0
10-300-3621 SAFER GRANT REVENUE	.00	.00	198,320.00	198,320.00	.0
10-300-3624 VFA GRANT	.00	5,004.13	.00	(5,004.13)	.0
10-300-3900 TRANSFER FROM GENERAL FUND	.00	458,548.70	550,258.00	91,709.30	83.3
10-300-4000 TRANSFER FROM FIRE FUND BALANC	.00	.00	98,072.00	98,072.00	.0
TOTAL FIRE REVENUES	50.00	1,226,326.39	2,144,084.00	917,757.61	57.2
TOTAL FUND REVENUE	50.00	1,226,326.39	2,144,084.00	917,757.61	57.2

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE OPERATING EXPENDITURES:</u>					
10-40-1-5000 SALARY	63,528.76	789,377.79	891,547.00	102,169.21	88.5
10-40-1-5001 SALARY - RESERVE PROGRAM	.00	2,653.25	3,000.00	346.75	88.4
10-40-1-5002 SALARY - RESERVE FFII GRADE	847.68	7,328.90	.00 (	7,328.90)	.0
10-40-1-5007 OVERTIME	4,321.27	36,607.39	20,000.00 (	16,607.39)	183.0
10-40-1-5010 HOLIDAY PAY	.00	6,677.79	6,000.00 (	677.79)	111.3
10-40-1-5011 FIRE BONUS	12,000.00	12,000.00	10,000.00 (	2,000.00)	120.0
10-40-1-5012 SAFER GRANT OVERTIME	.00	10,270.04	.00 (	10,270.04)	.0
10-40-1-5013 SAFER GRANT QUALIFICATIONS COS	185.01	4,130.93	16,506.00	12,375.07	25.0
10-40-1-5030 CALL OUT	698.55	5,065.83	3,000.00 (	2,065.83)	168.9
10-40-1-5031 OUT-OF-POSITION PAY	4,051.05	50,423.12	15,000.00 (	35,423.12)	336.2
10-40-1-5120 FICA	190.01	2,738.38	1,505.00 (	1,233.38)	182.0
10-40-1-5130 FICA MEDICARE	1,240.61	13,190.35	13,993.00	802.65	94.3
10-40-1-5140 DEFERRED PLAN	1,021.10	13,457.23	18,422.00	4,964.77	73.1
10-40-1-5145 CO F & P PENSION	5,969.07	72,988.43	82,676.00	9,687.57	88.3
10-40-1-5146 FPPA OLD HIRE CONTRIBUTION	.00	31,164.00	15,582.00 (	15,582.00)	200.0
10-40-1-5150 HEALTH INSURANCE	10,877.42	87,360.65	86,183.00 (	1,177.65)	101.4
10-40-1-5165 STATE UNEMPLOYMENT TAX	173.99	1,920.42	1,930.00	9.58	99.5
10-40-1-6000 SUPPLIES	.00	177.49	.00 (	177.49)	.0
10-40-1-6202 SUPPLIES	31.97	11,414.93	6,500.00 (	4,914.93)	175.6
10-40-1-6204 POSTAGE	.00	227.44	200.00 (	27.44)	113.7
10-40-1-6209 VEHICLE LEASE PAYMENTS	.00	72,408.95	72,865.00	456.05	99.4
10-40-1-6210 VEHICLE REPAIRS	297.36	28,197.82	35,000.00	6,802.18	80.6
10-40-1-6211 GAS AND OIL	1,409.79	26,807.86	25,000.00 (	1,807.86)	107.2
10-40-1-6215 EQUIPMENT REPAIR & MAINTENANCE	.00	3,918.87	3,000.00 (	918.87)	130.6
10-40-1-6216 BUILDING REPAIR & MAINTENANCE	114.53	8,366.80	5,000.00 (	3,366.80)	167.3
10-40-1-6217 STATION FURNITURE	.00	.00	1,000.00	1,000.00	.0
10-40-1-6301 PROFESSIONAL SERVICES - LEGAL	.00	4,642.50	10,000.00	5,357.50	46.4
10-40-1-6307 ADMINISTRATIVE FEE	.00	23,333.70	28,000.00	4,666.30	83.3
10-40-1-6308 VEHICLE UPGRADES FUND/TRANSFER	.00	.00	100,000.00	100,000.00	.0
10-40-1-6309 EQUIPMENT UPGRADES FUND/TRANSF	.00	.00	25,000.00	25,000.00	.0
10-40-1-6310 EDUCATION & CONFERENCES	475.00	14,256.29	13,000.00 (	1,256.29)	109.7
10-40-1-6311 TRAVEL	.00	11,767.14	20,000.00	8,232.86	58.8
10-40-1-6312 DUES & MEMBERSHIP	.00	1,446.82	1,300.00 (	146.82)	111.3
10-40-1-6330 TELEPHONE	245.51	3,115.35	3,500.00	384.65	89.0
10-40-1-6340 UTILITIES	1,309.72	19,071.76	31,000.00	11,928.24	61.5
10-40-1-6401 UNIFORM ALLOWANCE	.00	6,731.97	8,000.00	1,268.03	84.2
10-40-1-6403 PHYSICALS	.00	.00	9,200.00	9,200.00	.0
10-40-1-6501 OTHER EXPENSES	800.00	7,751.69	1,000.00 (	6,751.69)	775.2
10-40-1-6520 INSURANCE	.00	113,017.55	117,783.00	4,765.45	96.0
10-40-1-6533 COMMUNICATION EQUIPMENT	.00	11,206.15	12,500.00	1,293.85	89.7
10-40-1-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	14,724.06	16,000.00	1,275.94	92.0
10-40-1-6551 COMPUTER SOFTWARE	.00	31,694.90	10,400.00 (	21,294.90)	304.8
10-40-1-6701 VOLUNTEER OTHER	2,428.29	41,091.04	49,000.00	7,908.96	83.9
10-40-1-6705 FIRE PREVENTION	.00	1,103.69	2,500.00	1,396.31	44.2
10-40-1-6715 PUBLICATIONS	.00	320.00	300.00 (	20.00)	106.7
10-40-1-6720 FOAM ABC & ETC	.00	.00	1,000.00	1,000.00	.0
10-40-1-6721 RESCUE EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-40-1-6725 LADDER & AIR TESTS	.00	2,009.31	4,500.00	2,490.69	44.7
10-40-1-6730 PHYSICAL PROTECTION EQUIPMENT	.00	18,500.10	19,500.00	999.90	94.9
10-40-1-6734 HAZMAT EQUIP/SUPPLIES	.00	17.99	1,900.00	1,882.01	1.0
10-40-1-6735 MEDICAL EQUIPMENT	.00	2,514.08	3,000.00	485.92	83.8
10-40-1-6736 MINOR EQUIPMENT	.00	516.84	4,000.00	3,483.16	12.9
10-40-1-6738 HOSE	.00	.00	3,500.00	3,500.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-40-1-6901 OFFICE EQUIPMENT EXPENDITURES	430.94	1,557.11	1,900.00	342.89	82.0
TOTAL FIRE OPERATING EXPENDITURES	112,647.63	1,629,264.70	1,834,192.00	204,927.30	88.8
TOTAL FIRE OPERATING EXPENDITURES	112,647.63	1,629,264.70	1,834,192.00	204,927.30	88.8
<u>FIRE CONTRACT SERVICE EXPENDIT:</u>					
10-50-1-5034 WILDFIRE DEPLOYMNT EMPLEE PMTS	985.54	139,080.53	.00 (	139,080.53)	.0
10-50-1-5120 FICA	.00	4,037.11	.00 (	4,037.11)	.0
10-50-1-5130 FICA MEDICARE - EMPLR	13.77	2,002.77	.00 (	2,002.77)	.0
10-50-1-5150 HEALTH INSURANCE	204.19	3,302.43	.00 (	3,302.43)	.0
10-50-1-5165 SUTA	1.97	278.15	.00 (	278.15)	.0
10-50-1-6501 OTHER EXPENSES	.00	12,016.39	.00 (	12,016.39)	.0
10-50-1-6520 INSURANCE	.00	4,549.71	.00 (	4,549.71)	.0
10-50-1-6534 WILDFIRE DEPLOYMENT EXPENSES	80.02	13,245.10	.00 (	13,245.10)	.0
10-50-1-6535 VFA GRANT EXPENDITURES	.00	10,008.25	.00 (	10,008.25)	.0
10-50-1-6902 CAPITAL ASSET ACQUISITION	.00	26,625.61	42,600.00	15,974.39	62.5
TOTAL FIRE CONTRACT SERVICE EXPENDI	1,285.49	215,146.05	42,600.00 (	172,546.05)	505.0
TOTAL FIRE CONTRACT SERVICE EXPENDI	1,285.49	215,146.05	42,600.00 (	172,546.05)	505.0
<u>WILDLAND SUPPLEMENTAL PROGRAM:</u>					
10-60-1-6000 STATION II	.00	13,625.74	.00 (	13,625.74)	.0
10-60-1-6202 SUPPLIES	.00	470.00	.00 (	470.00)	.0
10-60-1-6305 TRAINING SUPPORT FOR INTERNSHI	.00	.00	40,000.00	40,000.00	.0
10-60-1-6540 AFG GRANT EXPENDITURES	.00	48,780.00	.00 (	48,780.00)	.0
10-60-1-6600 HEADWATERS TRAINING CENTER EXP	.00	6,641.98	.00 (	6,641.98)	.0
10-60-1-6902 CAPITAL ASSET ACQUISITION	.00	53,082.86	28,972.00 (	24,110.86)	183.2
TOTAL WILDLAND SUPPLEMENTAL PROGRA	.00	122,600.58	68,972.00 (	53,628.58)	177.8
TOTAL WILDLAND SUPPLEMENTAL PROGRA	.00	122,600.58	68,972.00 (	53,628.58)	177.8
<u>SAFER GRANT EXPENDITURES:</u>					
10-70-1-5000 SALARY	11,954.94	145,221.19	151,164.00	5,942.81	96.1
10-70-1-5007 OVERTIME	.00	991.11	.00 (	991.11)	.0
10-70-1-5130 FICA MEDICARE	171.58	2,088.13	2,192.00	103.87	95.3
10-70-1-5140 DEFERRED PLAN	.00	.00	3,779.00	3,779.00	.0
10-70-1-5145 CO F & P PENSION	1,135.72	13,796.17	14,361.00	564.83	96.1
10-70-1-5150 HEALTH INSURANCE	718.18	7,861.58	18,826.00	10,964.42	41.8
10-70-1-5165 STATE UNEMPLOYMENT TAX (SUTA)	23.89	292.36	453.00	160.64	64.5
10-70-1-6520 INSURANCE - WORKERS' COMP	.00	8,115.48	7,545.00 (	570.48)	107.6
TOTAL SAFER GRANT EXPENDITURES	14,004.31	178,366.02	198,320.00	19,953.98	89.9
TOTAL SAFER GRANT EXPENDITURES	14,004.31	178,366.02	198,320.00	19,953.98	89.9

CITY OF LEADVILLE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

FIRE DEPARTMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	127,937.43	2,145,377.35	2,144,084.00	(1,293.35)	100.1
NET REVENUE OVER EXPENDITURES	<u>(127,887.43)</u>	<u>(919,050.96)</u>	<u>.00</u>	<u>919,050.96</u>	<u>.0</u>

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

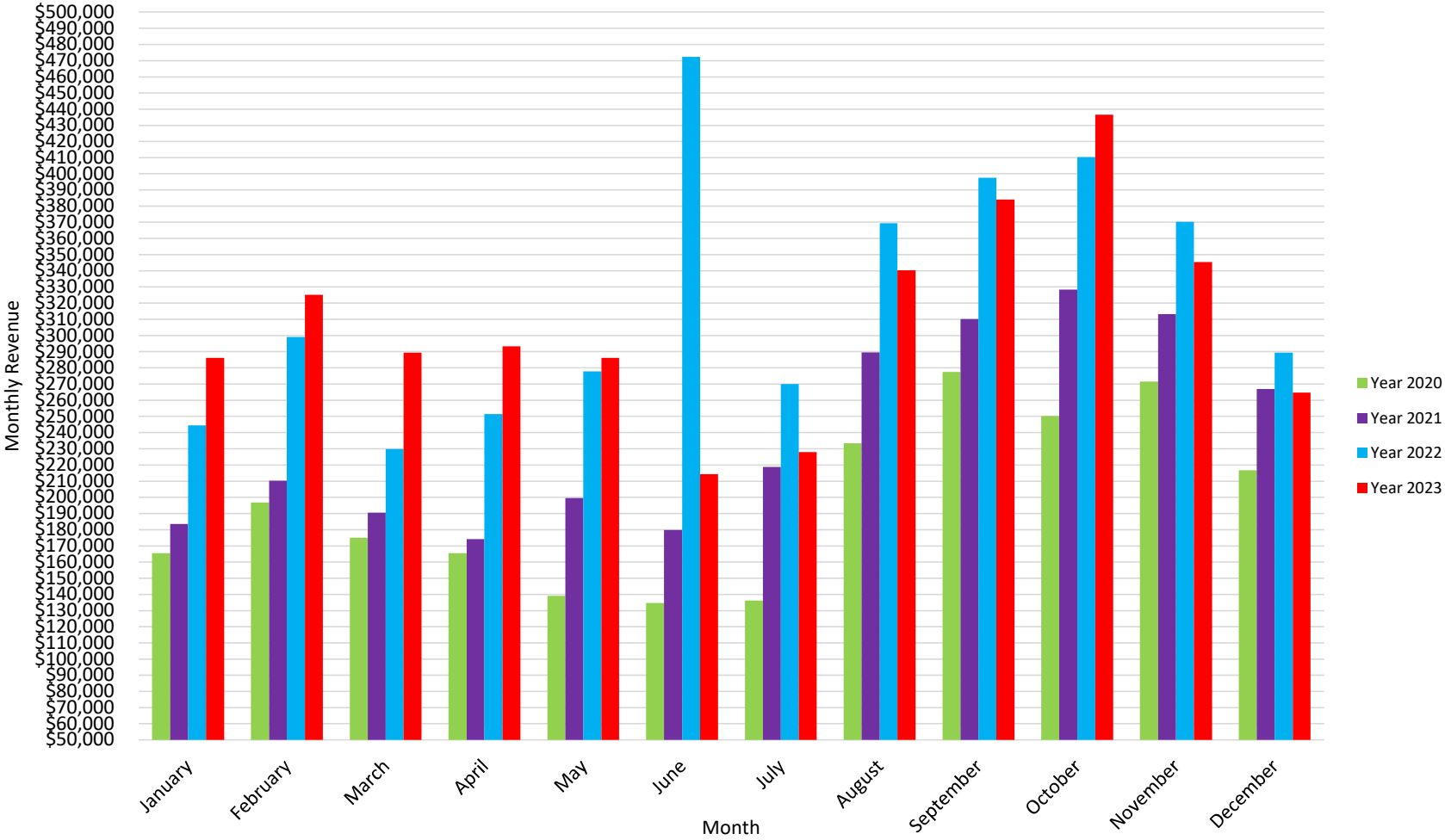
Month Sales Tax Received by City	2019 City Sales Tax*	2020 City Sales Tax*	2021 City Sales Tax**	2022 City Sales Tax***	2023 City Sales Tax***	2023 City Sales Tax Budget	2023 Actual vs Budget (\$ Cumulative)	2023 Actual vs Budget (% Cumulative)
January	\$ 94,784	\$ 165,390	\$ 183,535	\$ 244,378	\$ 286,289	\$ 211,392	\$ 74,897	35.4%
February	\$ 147,646	\$ 196,840	\$ 210,257	\$ 299,137	\$ 325,040	\$ 262,326	\$ 137,610	29.0%
March	\$ 140,007	\$ 175,076	\$ 190,416	\$ 229,788	\$ 289,482	\$ 225,893	\$ 201,199	28.8%
April	\$ 147,890	\$ 165,382	\$ 174,112	\$ 251,544	\$ 293,274	\$ 227,011	\$ 267,462	28.9%
May	\$ 157,256	\$ 139,192	\$ 199,485	\$ 277,788	\$ 286,221	\$ 237,700	\$ 315,983	27.1%
June	\$ 133,297	\$ 134,564	\$ 179,671	\$ 472,432	\$ 214,349	\$ 282,629	\$ 247,703	17.1%
July	\$ 139,346	\$ 136,093	\$ 218,714	\$ 270,030	\$ 228,072	\$ 234,770	\$ 241,005	14.3%
August	\$ 210,868	\$ 233,353	\$ 289,675	\$ 369,533	\$ 340,342	\$ 338,992	\$ 242,356	12.0%
September	\$ 147,674	\$ 277,551	\$ 310,213	\$ 397,446	\$ 384,037	\$ 348,041	\$ 278,351	11.8%
October	\$ 234,053	\$ 250,181	\$ 328,378	\$ 410,305	\$ 436,670	\$ 375,701	\$ 339,320	12.4%
November	\$ 226,419	\$ 271,507	\$ 313,217	\$ 370,354	\$ 345,419	\$ 362,976	\$ 321,763	10.4%
December	\$ 179,277	\$ 216,743	\$ 266,868	\$ 289,428	\$ 264,744	\$ 292,568	\$ 293,939	8.6%
Totals:	\$ 1,958,517	\$ 2,361,872	\$ 2,864,541	\$ 3,882,165	\$ 3,693,939	\$ 3,400,000	\$ 293,939	8.6%

* 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 Total Number**

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

City of Leadville
 Retail Sales Tax
 4-Year Comparison 2020-2023



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

Month Sales Tax Received by City	2020 City Sales Tax*	2021 City Sales Tax**	2022 City Sales Tax***	2023 City Sales Tax***	2024 City Sales Tax***	2023 City Sales Tax Budget	2023 Actual vs Budget (\$ Cumulative)	2023 Actual vs Budget (% Cumulative)
January	\$ 165,390	\$ 183,535	\$ 244,378	\$ 286,289	\$ 237,342	\$ 233,596	\$ 3,746	1.6%
February	\$ 196,840	\$ 210,257	\$ 299,137	\$ 325,040		\$ 273,878	\$ (270,132)	-53.2%
March	\$ 175,076	\$ 190,416	\$ 229,788	\$ 289,482		\$ 234,969	\$ (505,101)	-68.0%
April	\$ 165,382	\$ 174,112	\$ 251,544	\$ 293,274		\$ 234,849	\$ (739,950)	-75.7%
May	\$ 139,192	\$ 199,485	\$ 277,788	\$ 286,221		\$ 239,729	\$ (979,679)	-80.5%
June	\$ 134,564	\$ 179,671	\$ 472,432	\$ 214,349		\$ 265,843	\$ (1,245,521)	-84.0%
July	\$ 136,093	\$ 218,714	\$ 270,030	\$ 228,072		\$ 226,510	\$ (1,472,031)	-86.1%
August	\$ 233,353	\$ 289,675	\$ 369,533	\$ 340,342		\$ 327,426	\$ (1,799,457)	-88.3%
September	\$ 277,551	\$ 310,213	\$ 397,446	\$ 384,037		\$ 363,635	\$ (2,163,091)	-90.1%
October	\$ 250,181	\$ 328,378	\$ 410,305	\$ 436,670		\$ 378,583	\$ (2,541,674)	-91.5%
November	\$ 271,507	\$ 313,217	\$ 370,354	\$ 345,419		\$ 345,377	\$ (2,887,051)	-92.4%
December	\$ 216,743	\$ 266,868	\$ 289,428	\$ 264,744		\$ 275,607	\$ (3,162,658)	-93.0%
Totals:	\$ 2,361,872	\$ 2,864,541	\$ 3,882,165	\$ 3,693,939	\$ 237,342	\$ 3,400,000	\$ (3,162,658)	-93.0%

* 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 Total Number**

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

Report Criteria:
 Report type: GL detail

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Accommodations Tax Expenditure						
12/19/2023	78229	Acco	Lake County Government	2A Contribution for Housing Director Position	Housing Director Servic	70,000.00
12/19/2023	78229	Acco	Lake County Government	Left Over 2A	Miscellaneous Housing	70,000.00
12/19/2023	78229	Acco	Lake County Government	Grant Match	Miscellaneous Housing	100,000.00
01/05/2024	78272	Acco	GovOS, Inc	LODGINGRevs Tax Collection	Professional Services	385.00
01/05/2024	78275	Acco	Lake County Treasurer	July-September 2023/Accommodations Tax/T	Tourism Panel Share	54,509.08
01/05/2024	78275	Acco	Lake County Treasurer	July-September 2023 MUNIRevs Service Fe	Professional Services	409.50
Total Accommodations Tax Expenditure:						294,484.58
Animal Shelter						
12/19/2023	78212	Anima	Acorn Petroleum	Fuel-Animal Shelter	Gas and Oil	56.22
12/19/2023	78217	Anima	Charter Communications	A/S - Telephone	Telephone	35.33
12/19/2023	78217	Anima	Charter Communications	A/S - Internet	Internet Animal Shelter	54.95
12/19/2023	78232	Anima	Leadville Snowy Peaks	Trash P/U - Animal Shelter	Utilities	275.00
12/19/2023	78239	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	87.86
01/05/2024	78258	Anima	Animal Health International, Inc	Rescue Concentrate/Spray Bottles/Wipes-Di	Supplies	631.57
01/05/2024	78260	Anima	Black Water Solutions Ltd	Snake clogged drain in dog room	Building Maintenance	580.00
01/05/2024	78262	Anima	Brenda Caraveo	Essential Animal Service Training-Longmont	Education and Conferen	561.00
01/05/2024	78263	Anima	Caselle	Caselle Monthly Support-January 2024	Computer Equipment/M	70.00
01/05/2024	78276	Anima	Leadville Sanitation District	Animal Shelter/499 E. 12th St. - 9375	Utilities	99.00
01/05/2024	78277	Anima	Leadville Veterinary Clinic, Inc.	Surgeries/Exams/Vaccines	Animal Expenses	3,853.51
01/05/2024	78277	Anima	Leadville Veterinary Clinic, Inc.	Surgeries/Exams/Vaccines	Animal Assistance Foun	1,216.80
01/05/2024	78284	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	76.36
01/05/2024	78285	Anima	Peak Performance Imaging Solutions	Monthly IT Support - A/S	Computer Equipment/M	225.24
01/05/2024	78287	Anima	Planned Pethood International	Spay & Neuter Surgeries/Vaccines/Microchip	Animal Expenses	4,470.00
01/05/2024	78293	Anima	Silver City Printing	Clipboards/Receipt Book	Supplies	99.45
Total Animal Shelter:						12,392.29
Conservation Trust Fund						
12/19/2023	78217	Conse	Charter Communications	WiFi for Camera System at Ziatz Park	Parks Maintenance	89.98
12/19/2023	78239	Conse	Parkville Water District	Parks - 4	Parks Maintenance	71.50
12/19/2023	78239	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	57.00
12/19/2023	78240	Conse	Paula Martinez	Park bathroom cleaning 11/16/23-12/15/2023	Parks Maintenance	4,000.00
01/05/2024	78259	Conse	BigHorn Hardware	Drain Cleaner/Auger for Zaitz Park	Parks Maintenance	25.57
01/05/2024	78259	Conse	BigHorn Hardware	2" Wood to Secure Windows at Zaitz Park	Parks Maintenance	45.98
01/05/2024	78276	Conse	Leadville Sanitation District	Zaitz Park Restroom/610 Harrison - 1171	Parks Maintenance	99.00
01/05/2024	78284	Conse	Parkville Water District	Parks - 4	Parks Maintenance	71.50
01/05/2024	78284	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	57.00
01/05/2024	78289	Conse	Quill Corporation	Residential Wie Shelving/Zaitz Park	Parks Maintenance	50.49
01/05/2024	78289	Conse	Quill Corporation	Tandem Bucket/Wringer-Zaitz/Parklet, Batteri	Parks Maintenance	112.46
Total Conservation Trust Fund:						4,680.48
Fire Contract Service Expendit						
12/19/2023	78252	Fire C	Verizon Wireless	F/D Wildland Fire Tablets	Wildfire Deployment Ex	80.02
01/05/2024	78295	Fire C	Verizon Wireless	F/D Wildland Fire Tablets	Wildfire Deployment Ex	80.02
Total Fire Contract Service Expendit:						160.04
Fire Operating Expenditures						
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-UTE 1	Gas and Oil	34.33
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-Truck 1	Gas and Oil	35.69

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-Command 3	Gas and Oil	97.62
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-602	Gas and Oil	106.15
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-Command 2	Gas and Oil	160.54
12/19/2023	78212	Fire O	Acorn Petroleum	Fuel-Engine 1	Gas and Oil	569.55
12/19/2023	78217	Fire O	Charter Communications	F/D - Telephone	Telephone	73.10
12/19/2023	78217	Fire O	Charter Communications	F/D - Internet	Utilities	73.10
12/19/2023	78220	Fire O	Colorado Division of Fire Prevention	State Recerts/Depetro & Gorham	Education & Conference	40.00
12/19/2023	78220	Fire O	Colorado Division of Fire Prevention	HazOps Cert for Resident N. Bliven	Volunteer Other	30.00
12/19/2023	78221	Fire O	Dalila B Lopez	Fire Station I & II Cleaning Service - 11/30/20	Other Expenses	400.00
12/19/2023	78222	Fire O	Denver Athletic	Training Shorts/Sweats/Beanies/Emblem Re	Uniform Allowance	930.03
12/19/2023	78222	Fire O	Denver Athletic	Hats with Snap Back (20)	Uniform Allowance	210.50
12/19/2023	78225	Fire O	Galls, LLC	Firefighter Shirt (1)/Gallup	Uniform Allowance	64.96
12/19/2023	78231	Fire O	Lake County Treasurer	Type 1-replaced rear tires	Vehicle Repairs	174.72
12/19/2023	78235	Fire O	Municipal Emergency Services	SCBA Services-Test & Repair/Replace	Ladder & Air Tests	2,009.31
12/19/2023	78237	Fire O	O'Reilly Automotive, Inc.	Floor Dry for Engine 1	Building Repair & Maint	35.98
12/19/2023	78239	Fire O	Parkville Water District	Fire Dept - 1377	Utilities	126.60
12/19/2023	78248	Fire O	Safeway, Inc.	Resident Stipend Meals Dec 2023	Volunteer Other	1,029.75
12/19/2023	78252	Fire O	Verizon Wireless	F/D Cell Phones & Toughbook	Telephone	172.41
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-602	Gas and Oil	24.95
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Command 1	Gas and Oil	111.05
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Command 2	Gas and Oil	152.95
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Command 3	Gas and Oil	80.21
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Engine 1	Gas and Oil	608.07
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Engine 2	Gas and Oil	46.01
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Hammer 1	Gas and Oil	166.10
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Tender 1	Gas and Oil	40.16
01/05/2024	78257	Fire O	Acorn Petroleum	Fuel-Truck 1	Gas and Oil	180.29
01/05/2024	78259	Fire O	BigHorn Hardware	Spray Paint	Supplies	19.98
01/05/2024	78259	Fire O	BigHorn Hardware	Ice Melt-Station 1	Building Repair & Maint	27.98
01/05/2024	78259	Fire O	BigHorn Hardware	Broom/Dust Pan	Supplies	11.99
01/05/2024	78259	Fire O	BigHorn Hardware	Window Crank Knobs/Bolt for Knobs-E1	Vehicle Repairs	12.16
01/05/2024	78259	Fire O	BigHorn Hardware	Wax Ring for Station 1 toilet	Building Repair & Maint	3.59
01/05/2024	78259	Fire O	BigHorn Hardware	Baited Mouse Trap/Sonic Rodent Deterrent-S	Building Repair & Maint	46.98
01/05/2024	78261	Fire O	Bo Knickman	Fire Officer I Class per meal per diem/B. Knic	Education & Conference	395.00
01/05/2024	78268	Fire O	Colorado Division of Fire Prevention	Hazmat Tech Recert for Boyle	Education & Conference	20.00
01/05/2024	78268	Fire O	Colorado Division of Fire Prevention	FFII Test-Flanagan/FOI Test-Slutsky	Education & Conference	60.00
01/05/2024	78269	Fire O	Colorado Firefighter Heart, Cancer and	Cancer Award Coverage	Heart & Cancer Trust In	2,785.15
01/05/2024	78269	Fire O	Colorado Firefighter Heart, Cancer and	Heart Award Coverage	Heart & Cancer Trust In	1,419.00
01/05/2024	78270	Fire O	Colorado State Fire Fighters Association	CSFFA 2024 Membership Dues	Dues & Membership	150.00
01/05/2024	78271	Fire O	Dalila B Lopez	Fire Station Cleaning Service (12/14/23 & 12/	Other Expenses	400.00
01/05/2024	78273	Fire O	High Altitude Lube & Tire Corp	Oil Change-Command 1	Vehicle Repairs	94.49
01/05/2024	78276	Fire O	Leadville Sanitation District	Firestation/816 Harrison - 1200	Utilities	356.40
01/05/2024	78284	Fire O	Parkville Water District	Fire Dept - 1377	Utilities	107.58
01/05/2024	78285	Fire O	Peak Performance Imaging Solutions	Meter Billing for MP C2503 Copier	Office Equipment Expen	430.94
01/05/2024	78285	Fire O	Peak Performance Imaging Solutions	Monthly IT Support - F/D	Computer Equipment/M	999.13
01/05/2024	78295	Fire O	Verizon Wireless	F/D Cell Phones & Toughbook	Telephone	172.41
01/05/2024	78297	Fire O	Waste Management JPMC	F/D - January 2024 Trash Pick Up	Utilities	552.19
01/05/2024	78299	Fire O	Xcel Energy	FD/816 Harrison Ave	Utilities	1,129.04
Total Fire Operating Expenditures:						16,978.14
General Operating Expenditures						
12/19/2023	78215	Gener	BigHorn Hardware	Bolt Replacement for Gate & Doors	809 Spruce St. Mainten	9.18
12/19/2023	78215	Gener	BigHorn Hardware	2x4 to Repair Front Gate	809 Spruce St. Mainten	6.99
12/19/2023	78215	Gener	BigHorn Hardware	Paint & Wood Screws	809 Spruce St. Mainten	21.97
12/19/2023	78216	Gener	Chaffee Housing Trust	Housing Contribution	Operating Contingency	10,000.00
12/19/2023	78217	Gener	Charter Communications	Tabor Home/Telephone for Security System	Tabor Home Expenses	99.98

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
12/19/2023	78217	Gener	Charter Communications	C/H - Telephone & Internet (70%)	Telephone	239.31
12/19/2023	78218	Gener	CivicPlus LLC	Municode Pages/Images/Graphs	Codification of Municipal	1,521.00
12/19/2023	78219	Gener	Cloud City Conservation Center	2023 Contribution	Operating Contingency	20,000.00
12/19/2023	78221	Gener	Dalila B Lopez	City Hall Cleaning Service - 10/16/2023-10/2	Operating Expenses	720.00
12/19/2023	78226	Gener	Hoffmann, Parker, Wilson & Carberry, PC	November Legal Fees	Professional Services -	517.00
12/19/2023	78226	Gener	Hoffmann, Parker, Wilson & Carberry, PC	November Legal Fees	Professional Services -	2,751.27
12/19/2023	78226	Gener	Hoffmann, Parker, Wilson & Carberry, PC	November Legal-Railyards	Professional Services -	393.12
12/19/2023	78228	Gener	Lake County Community Fund	2023 Contribution	Operating Contingency	25,000.00
12/19/2023	78228	Gener	Lake County Community Fund	Lake County Early Care & Education Fund C	Operating Contingency	50,000.00
12/19/2023	78233	Gener	Liquid Logs, LLC	November Rental-301 & 302 Harrison/1002	Other Expenses	320.00
12/19/2023	78233	Gener	Liquid Logs, LLC	December Rental-301 & 302 Harrison/1002	Other Expenses	320.00
12/19/2023	78236	Gener	Murray Dahl Beery & Renaud LLP	November Legal-Municipal Prosecution	Legal Fees-Pros. Attorn	2,657.07
12/19/2023	78238	Gener	O'Rourke Media Group, LLC	Public Notice/821 Harrison Rezone/CUP 601	Legal Publications	47.99
12/19/2023	78238	Gener	O'Rourke Media Group, LLC	May-Aug Expenditures/2024 Budget Hearing	Legal Publications	159.96
12/19/2023	78239	Gener	Parkville Water District	809 Spruce St. - 1196	809 Spruce St. Utilities	71.52
12/19/2023	78239	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	57.00
12/19/2023	78239	Gener	Parkville Water District	809 Harrison Ave. Parklet - 1373	Parklet Utilities	71.24
12/19/2023	78239	Gener	Parkville Water District	809 Harrison Ave. Parklet - 1373	Parklet Utilities	.01
12/19/2023	78239	Gener	Parkville Water District	City Hall - 1378	Utilities	71.50
12/19/2023	78239	Gener	Parkville Water District	Community Center-2517	Utilities	57.00
12/19/2023	78241	Gener	Peak Performance Imaging Solutions	Annual Veem Support Renewal	Computer Equipment/M	400.00
12/19/2023	78243	Gener	Pinnacol Assurance	Deductible-Police Department	Insurance	666.42
12/19/2023	78244	Gener	Pitney Bowes Global Financial Services	SendPro Mailstation Lease Payment	Postage	77.37
12/19/2023	78245	Gener	Professional Document Solutions, Inc.	Monthly Copier Usage/Oct 2023	Xerox Copier	250.87
12/19/2023	78246	Gener	Quill Corporation	Cleaning Supplies/Office Supplies-City Hall	Supplies	218.04
12/19/2023	78246	Gener	Quill Corporation	Misc Office Supplies/City Hall	Supplies	29.92
12/19/2023	78247	Gener	Rocky Mountain Bottled Water	Stainless Steel H/C	Supplies	15.00
12/19/2023	78247	Gener	Rocky Mountain Bottled Water	Bottled Water Service	Supplies	41.98
12/19/2023	78249	Gener	SHI International Corp	Microsoft Office License/Kristol	Computer Software	306.69
12/19/2023	78252	Gener	Verizon Wireless	C/H Cell Phones	Telephone	325.61
12/19/2023	78253	Gener	Xerox Financial Services	November 2023 Copier Lease	Xerox Copier	218.89
01/05/2024	78255	Gener	Aaron's Plumbing	Check Valve/Back Flow Preventer T&M (Ins	Tabor Home Expenses	1,222.13
01/05/2024	78263	Gener	Caselle	Caselle Monthly Support-January 2024	Computer Equipment/M	855.00
01/05/2024	78264	Gener	Centennial Real Estate	GE Washer-809 Spruce	809 Spruce St. Mainten	1,048.95
01/05/2024	78266	Gener	CivicPlus LLC	Municode Administrative Support Fee & Onli	Codification of Municipal	700.00
01/05/2024	78271	Gener	Dalila B Lopez	City Hall Cleaning Service (12/11/23-12/22/2	Operating Expenses	720.00
01/05/2024	78272	Gener	GovOS, Inc	LODGINGRevs STR Monitoring & Complianc	Professional Services -	916.67
01/05/2024	78276	Gener	Leadville Sanitation District	City Hall/800 Harrison - 1179	Utilities	643.50
01/05/2024	78276	Gener	Leadville Sanitation District	809 Spruce - 4394	809 Spruce St. Utilities	173.26
01/05/2024	78276	Gener	Leadville Sanitation District	Tabor Home/116 E. 5th St. - 4646	Tabor Home Expenses	99.00
01/05/2024	78276	Gener	Leadville Sanitation District	117 W 10th St. - 9544	Utilities	99.00
01/05/2024	78276	Gener	Leadville Sanitation District	809 Harrison Ave. Parklet - 1180	Parklet Utilities	99.00
01/05/2024	78278	Gener	Lee & Burgess Associates of Colorado	2023/2024 Compensation and Classification	Professional Services -	6,550.00
01/05/2024	78279	Gener	Lexipol, LLC	Policy Manual & Daily Training Bulletins/Sup	Professional Services -	5,619.25
01/05/2024	78280	Gener	Metcalfe Archaeological Consultants	West End Residential Survey (8th & 9th Stre	Historic Preservation Co	5,456.25
01/05/2024	78282	Gener	Mountain Heating, Inc.	Boiler Repair/CH	Building Maintenance	500.00
01/05/2024	78283	Gener	O'Rourke Media Group, LLC	Letters of Interest Ad	Other Expenses	42.90
01/05/2024	78283	Gener	O'Rourke Media Group, LLC	Labbe Letter	Other Expenses	885.00
01/05/2024	78284	Gener	Parkville Water District	809 Spruce St. - 1196	809 Spruce St. Utilities	66.08
01/05/2024	78284	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	57.00
01/05/2024	78284	Gener	Parkville Water District	809 Harrison Ave. Parklet - 1373	Parklet Utilities	71.25
01/05/2024	78284	Gener	Parkville Water District	City Hall - 1378	Utilities	71.50
01/05/2024	78284	Gener	Parkville Water District	Community Center-2517	Utilities	57.00
01/05/2024	78285	Gener	Peak Performance Imaging Solutions	Monthly IT Support - C/H	Computer Equipment/M	1,299.44
01/05/2024	78286	Gener	Pitney Bowes Global Financial Services	SendPro Mailstation Lease Payment	Postage	77.37
01/05/2024	78288	Gener	Purchase Power	SL-870-1 SendPro Mailstation	Postage	63.90
01/05/2024	78288	Gener	Purchase Power	Postage Meter Refill	Postage	200.00

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
01/05/2024	78288	Gener	Purchase Power	Postage Overage Fee	Postage	1.00
01/05/2024	78289	Gener	Quill Corporation	Urinal Puck-City Hall	Supplies	49.54
01/05/2024	78289	Gener	Quill Corporation	Notebook	Supplies	1.18
01/05/2024	78289	Gener	Quill Corporation	Toilet Paper/Legal Letter Tray	Supplies	117.89
01/05/2024	78289	Gener	Quill Corporation	Keyboard/Mouse/Paper Towels/Kleenex/Bind	Supplies	179.80
01/05/2024	78289	Gener	Quill Corporation	Binder Clips	Supplies	5.80
01/05/2024	78290	Gener	Rocky Mountain Bottled Water	Bottled Water Service	Supplies	102.93
01/05/2024	78290	Gener	Rocky Mountain Bottled Water	Stainless Steel H/C	Supplies	15.00
01/05/2024	78291	Gener	Ronald W. Carlson	Municipal Court Services 12/13/23-12/20/23	Legal Fees-Pros. Attorn	750.00
01/05/2024	78295	Gener	Verizon Wireless	C/H Cell Phones	Telephone	325.89
01/05/2024	78297	Gener	Waste Management JPMC	C/H - January 2024 Trash Pick Up	Utilities	552.18
01/05/2024	78298	Gener	Western Security Systems	Tabor Home Security - 1st Qtr 2024	Tabor Home Expenses	105.00
01/05/2024	78299	Gener	Xcel Energy	Area Lights Metered/104 E. 8th St.	Street Lighting	48.07
01/05/2024	78299	Gener	Xcel Energy	809 Harrison Ave Parklet	Parklet Utilities	363.80
01/05/2024	78299	Gener	Xcel Energy	Area Lights Metered/105 W. 4th St.	Utilities	35.22
01/05/2024	78299	Gener	Xcel Energy	116 E 5th St/Tabor Home	Tabor Home Expenses	320.34
01/05/2024	78299	Gener	Xcel Energy	Area Lights Metered/105 W. 8th St.	Street Lighting	43.87
01/05/2024	78299	Gener	Xcel Energy	CH/800 Harrison Ave (84%)	Utilities	2,353.62
01/05/2024	78299	Gener	Xcel Energy	Area Lights Metered/104 E. 4th St.	Utilities	44.61
01/05/2024	78299	Gener	Xcel Energy	610 Harrison Ave/Zaitz Park	Street Lighting	230.43
01/05/2024	78299	Gener	Xcel Energy	127 W. 4th St./House with the Eye	House with the Eye Exp	190.32
01/05/2024	78299	Gener	Xcel Energy	117 W 10th St/Community Center	Utilities	50.64
01/05/2024	78299	Gener	Xcel Energy	Street Lights	Street Lighting	2,835.18
01/05/2024	78299	Gener	Xcel Energy	Traffic Light	Street Lighting	119.79
01/05/2024	78299	Gener	Xcel Energy	809 Spruce Street/Gas & Electric	809 Spruce St. Utilities	528.34
01/05/2024	78299	Gener	Xcel Energy	301 Harrison Ave./Electric	EV Charging Station Util	1,719.36
01/08/2024	78300	Gener	Casa Blanca Restaurant	Streets Employee Appreciation Lunch	Operating Expenses	96.00
Total General Operating Expenditures:						156,443.15

Police Department

12/19/2023	78212	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	70.92
12/19/2023	78212	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	72.81
12/19/2023	78212	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	89.59
12/19/2023	78212	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	91.72
12/19/2023	78212	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	177.67
12/19/2023	78213	Police	Altitude Tire & Alignment	(12) Falken Rubitek Tires for PD Vehicles	Vehicle Repairs	2,601.36
12/19/2023	78217	Police	Charter Communications	P/D - Telephone & Internet (30%)	Telephone	102.56
12/19/2023	78224	Police	Ford Motor Credit Company LLC	Payment 34 of 60/(2) 2021 Interceptors	Vehicle Lease Payment	1,694.03
12/19/2023	78224	Police	Ford Motor Credit Company LLC	Payment 35 of 60/(3) 2020 Interceptors	Vehicle Lease Payment	2,501.65
12/19/2023	78237	Police	O'Reilly Automotive, Inc.	Battery for 2016 Ford Police Interceptor #82-	Vehicle Repairs	132.62
12/19/2023	78237	Police	O'Reilly Automotive, Inc.	Battery for 2020 Ford Police Interceptor #82-	Vehicle Repairs	75.87
12/19/2023	78238	Police	O'Rourke Media Group, LLC	Classified Display-Police Chief	Other Expenses	2,159.00
12/19/2023	78245	Police	Professional Document Solutions, Inc.	Monthly Copier Usage/Oct 2023	Office Equipment Expen	42.90
12/19/2023	78246	Police	Quill Corporation	Paper Towels 30 ct	Supplies	39.25
12/19/2023	78246	Police	Quill Corporation	Can Liners 55-60 Gallon	Supplies	226.32
12/19/2023	78252	Police	Verizon Wireless	P/D Cell Phones & Tablets	Telephone	1,394.36
12/19/2023	78252	Police	Verizon Wireless	P/D Cell Phones & Tablets	Telephone	423.85-
12/19/2023	78253	Police	Xerox Financial Services	November 2023 Copier Lease	Xerox Copier Lease	218.90
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	157.06
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	180.89
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	29.72
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	68.75
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	50.51
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	96.25
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	199.00
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	58.25

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	71.23
01/05/2024	78257	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	23.11
01/05/2024	78265	Police	Century Link	P/D Direct Redundancy Line	Telephone	175.61
01/05/2024	78285	Police	Peak Performance Imaging Solutions	Monthly IT Support - P/D	Computer Equipment/M	1,749.94
01/05/2024	78289	Police	Quill Corporation	Paper Plates 8.5"	Supplies	13.39
01/05/2024	78289	Police	Quill Corporation	Dixie-Spoons	Supplies	12.59
01/05/2024	78292	Police	Salt Lake Wholesale Sports	38 SPL+P 125 GR DGHP Ammo	Ammunition	57.24
01/05/2024	78292	Police	Salt Lake Wholesale Sports	124 GR Full Metal Jacket	Ammunition	519.80
01/05/2024	78295	Police	Verizon Wireless	P/D Cell Phones & Tablets	Telephone	970.51
01/05/2024	78299	Police	Xcel Energy	PD/800 Harrison Ave (16%)	Utilities	448.31
Total Police Department:						16,149.84
Street Department						
12/19/2023	78212	Street	Acorn Petroleum	Fuel-03 Ford PU	Gas and Oil	642.59
12/19/2023	78215	Street	BigHorn Hardware	Spray Paint	Building Repair & Maint	11.99
12/19/2023	78215	Street	BigHorn Hardware	Light Bulbs for City Hall	Building Repair & Maint	29.98
12/19/2023	78217	Street	Charter Communications	S/D - Telephone & Internet	Telephone	104.94
12/19/2023	78223	Street	Econo Signs	Street/Parking Signs	Street Signage	376.31
12/19/2023	78226	Street	Hoffmann, Parker, Wilson & Carberry, PC	November Legal Fees-6th Street Vacation (N	Professional Services -	752.00
12/19/2023	78227	Street	John Deere Financial	Light Bulb for Harrison Ave Street Lights	Building Repair & Maint	59.96
12/19/2023	78227	Street	John Deere Financial	Work Clothes-J. Boyden	Uniform Allowance	23.98
12/19/2023	78230	Street	Lake County Treasurer	Trash Drop Off-November 2023	Landfill	176.00
12/19/2023	78238	Street	O'Rourke Media Group, LLC	Classified Display-Streets Worker	Other Expenses	390.00
12/19/2023	78239	Street	Parkville Water District	Street Dept - 1033	Utilities	71.50
12/19/2023	78242	Street	Pennsylvania Globe Gaslight Co.	Replacement Lamp Post at 4th & Harrison	Street Signage	4,042.00
12/19/2023	78246	Street	Quill Corporation	PD-Office Supplies	Supplies	31.37
12/19/2023	78250	Street	Snap-On Credit LLC	Ethos Edge Diagnostic Software Update Fee	Computer Equipment/M	38.92
12/19/2023	78251	Street	Tony Medina	Printer Ink for Office Printer/Canon TR8620	Supplies	64.10
12/19/2023	78252	Street	Verizon Wireless	S/D Cell Phones	Telephone	122.40
01/05/2024	78256	Street	ACA Products	Asphalt Concrete CDOT SX Mix	Street Materials	6,120.26
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Mac Truck	Gas and Oil	285.80
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Plow Truck #1	Gas and Oil	39.85
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Plow Truck #2	Gas and Oil	98.96
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Plow Truck 3 F250	Gas and Oil	197.25
01/05/2024	78257	Street	Acorn Petroleum	Fuel-03 Ford PU	Gas and Oil	556.26
01/05/2024	78257	Street	Acorn Petroleum	Fuel-20 Mac Dump	Gas and Oil	150.11
01/05/2024	78257	Street	Acorn Petroleum	Fuel-2021 Mac Dump	Gas and Oil	219.13
01/05/2024	78257	Street	Acorn Petroleum	Fuel-938 Loader	Gas and Oil	309.19
01/05/2024	78257	Street	Acorn Petroleum	Fuel-CAT #3 930	Gas and Oil	405.88
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Grader CAT 140H	Gas and Oil	85.10
01/05/2024	78257	Street	Acorn Petroleum	Fuel-Grader CAT 150	Gas and Oil	269.03
01/05/2024	78259	Street	BigHorn Hardware	Extension Light Bulb Charger Pole	Building Repair & Maint	27.99
01/05/2024	78259	Street	BigHorn Hardware	LED Bulbs for Replacement	Building Repair & Maint	8.99
01/05/2024	78259	Street	BigHorn Hardware	Screws 8x1/Screwdriver/Bits	Building Repair & Maint	49.96
01/05/2024	78259	Street	BigHorn Hardware	Toggle Bolts/Misc Hardware	Building Repair & Maint	29.84
01/05/2024	78259	Street	BigHorn Hardware	Utility Tote/Rubber Bands for Street Banners	Building Repair & Maint	22.48
01/05/2024	78259	Street	BigHorn Hardware	Snow/Ice Melt	Building Repair & Maint	57.95
01/05/2024	78267	Street	Clint Conter	DOT Physical Exam Follow-up/C. Conter	Physicals and Tests	20.00
01/05/2024	78274	Street	John Deere Financial	(2) 5000 Lumin Cob Bulb for Street Lamps	Street Lighting	39.98
01/05/2024	78274	Street	John Deere Financial	(6) 5000 Lumen COB Bulb for City Street La	Street Lighting	139.93
01/05/2024	78276	Street	Leadville Sanitation District	Street Dept/6th St. & Hazel St. - 1178	Utilities	275.22
01/05/2024	78281	Street	Mike Stepisnik	Work Shirts - Stepisnik	Uniform Allowance	110.65
01/05/2024	78284	Street	Parkville Water District	Street Dept - 1033	Utilities	71.50
01/05/2024	78285	Street	Peak Performance Imaging Solutions	Monthly IT Support - S/D	Computer Equipment/M	225.24
01/05/2024	78294	Street	SmartSign	(20) 6x12 Information Signs	Street Signage	375.00
01/05/2024	78295	Street	Verizon Wireless	S/D Cell Phones	Telephone	122.40

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
01/05/2024	78296	Street	Wagner Equipment Company	Lamp/Guards Cages for 930K Loader Headli	Street Materials	1,581.75
01/05/2024	78296	Street	Wagner Equipment Company	Credit Invoice S00W1788053	Equipment Repair & Mai	106.00-
01/05/2024	78299	Street	Xcel Energy	SD/326 E. 6th St.	Utilities	212.20
01/05/2024	78299	Street	Xcel Energy	SD/330 E. 6th St.	Utilities	1,684.39
Total Street Department:						20,624.33
Wildland Supplemental Program						
12/19/2023	78214	Wildla	Antero Septic Corporation	November 2023 Septic at Headwaters Traini	Headwaters Training Ce	90.00
12/19/2023	78234	Wildla	Lowe's	Refund Sales Tax	Headwaters Training Ce	55.97-
12/19/2023	78234	Wildla	Lowe's	Refund Sales Tax	Headwaters Training Ce	22.91-
12/19/2023	78234	Wildla	Lowe's	Materials for Burn Room at HTC	Headwaters Training Ce	189.05
12/19/2023	78234	Wildla	Lowe's	Materials for Burn Room at HTC	Headwaters Training Ce	3,176.39
Total Wildland Supplemental Program:						3,376.56
Grand Totals:						525,289.41

Report Criteria:
 Report type: GL detail



February 4th, 2022

Leadville Ski Joring
Attn.: Duffy Counsell
601 West 7th Street
Leadville, CO 80461

Dear Duffy,

This letter is to inform you that the Temporary Use Permit for Leadville Ski Joring, Friday, March 4th, 2022 through Sunday, March 6th, 2022, from 8:00 am until 4:00 pm, was approved by the Leadville City Council during their regular meeting on February 1st, 2022. Council approved the event for road closure for Harrison Ave and a police presence to maintain a No Dog Event.

Further the event was granted a three-year permit, meaning it will be approved through year 2023, should there be no changes to the route or request. Please just let us know the dates for the event each year. The application was approved based upon the information provided in the application.

Congratulations!! If you have questions, comments, or concerns please contact me by email at adminassistant@leadville-co.gov or by phone at 719-486-2092, extension 104.

Sincerely,

A handwritten signature in blue ink that reads 'Lori Tye'. The signature is written in a cursive, flowing style.

Lori Tye,
Administrative Assistant, City of Leadville



2022
Leadville Ski Joring

Email: admins@leadville-co.gov

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

Temporary Use Permit Application (Event):

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

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

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

Reasons that your application may be denied are:

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

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

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

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

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



Email: admins@leadville-co.gov

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

APPLICATION

Event Title: Leadville Ski Joring

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

Leadville Ski Joring is an event where Teams of Riders, Horses & Skiers compete on a track on Main Street in Leadville, Co we ask for assistance from both City & County to have in snow: remove it for the event,

As well as perform Road Closures. This is an iconic event that promotes business in town and our cultural identity

Set up Date 3/4/22 Time 4:00 AM Day of Week Friday

Event Starts Date 3/5/22 Time 8:00 AM Day of Week Saturday

Event Ends Date 3/6/22 Time 4:00 PM Day of Week Sunday

Dismantle Date 3/6/22 Time 5:00 PM Day of Week Sunday

Location(s) requested: _____

Anticipated Attendance (not including participants) Total 2500-3000 Per Day 1000-2000
Anticipated Participants Total 300 Per Day 150 Total: _____

Anticipated # of vehicles

CONTACTS

Host Organization Leadville Ski Joring
Chief Officer of Host Organization Duffy Counsell



Email: admins@leadville-co.gov

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

Applicant (Contact) Name DUFFY COUNSELL

Address 601 W. 7th Street City Leadville State CO Zip 80461

Telephone Number 970-471-5535 FAX Number —

Pager/Cellular _____ E-Mail Address: DuffyCounsell@gmail.com



Email: admins@leadville-co.gov

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

APPLICATION, *CONTINUED*

If your event will impact city services please give description:

Closure of Harrison Avenue from 8th to 4th Streets
and Deform from 8th street to 2nd street

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

Horses, Riders, & Skiers Down Harrison Avenue

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

YES NO

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

YES NO



Email: admins@leadville-co.gov

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



Email: admins@leadville-co.gov

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

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

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

Name of Insurance Agency NAUTILUS INSURANCE AGENCY

Address _____ City _____ State _____ Zip _____

Telephone Number 970-668-3500 Pager/Cellular _____

Contact Name Susan Hendry, Arrow Insurance Frisco

Policy Type _____

Policy Amount \$1M Policy Number 113328001

⊕ Policy From 2021 Event Attached as Example of what will be secured for future events.



Email: admins@leadville-co.gov

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

APPLICATION, CONTINUED

Please Provide an Event Map that includes the following information

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

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

CERTIFICATION:

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

Print Name Host Organization Leadville Ski Joring

Print Name of Authorized Agent Duffy Counsel

Title EVENT ORGANIZER

Signature [Signature]

Date 1/5/22

Approved by: _____



Email: admins@leadville-co.gov Phone: 719-486-2092 Fax: 719 486-5813

APPROVAL/DENIAL PAGE

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

REQUEST HAS BEEN:

Event approved: _____
Date

Event Denied: _____
Date

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

NO

Special Events Permit Requirements:

Approval Granted by: _____

Date: _____



Email: admins@leadville-co.gov Phone: 719-486-2092 Fax: 719 486-5813

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

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

SIGNATURE _____ DATE _____

City Street Dept.: CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

Police Department: CONDITIONS / RESTRICTIONS/COMMENTS

SIGNATURE _____ DATE _____

Fire Department: CONDITIONS / RESTRICTIONS/ COMMENTS

SIGNATURE _____ DATE _____

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

SIGNATURE _____ DATE _____

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

SIGNATURE _____ DATE _____



Email: admins@leadville-co.gov

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

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

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

SIGNATURE _____ DATE _____

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

SIGNATURE _____ DATE _____

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

SIGNATURE _____ DATE _____

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

SIGNATURE _____ DATE _____

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

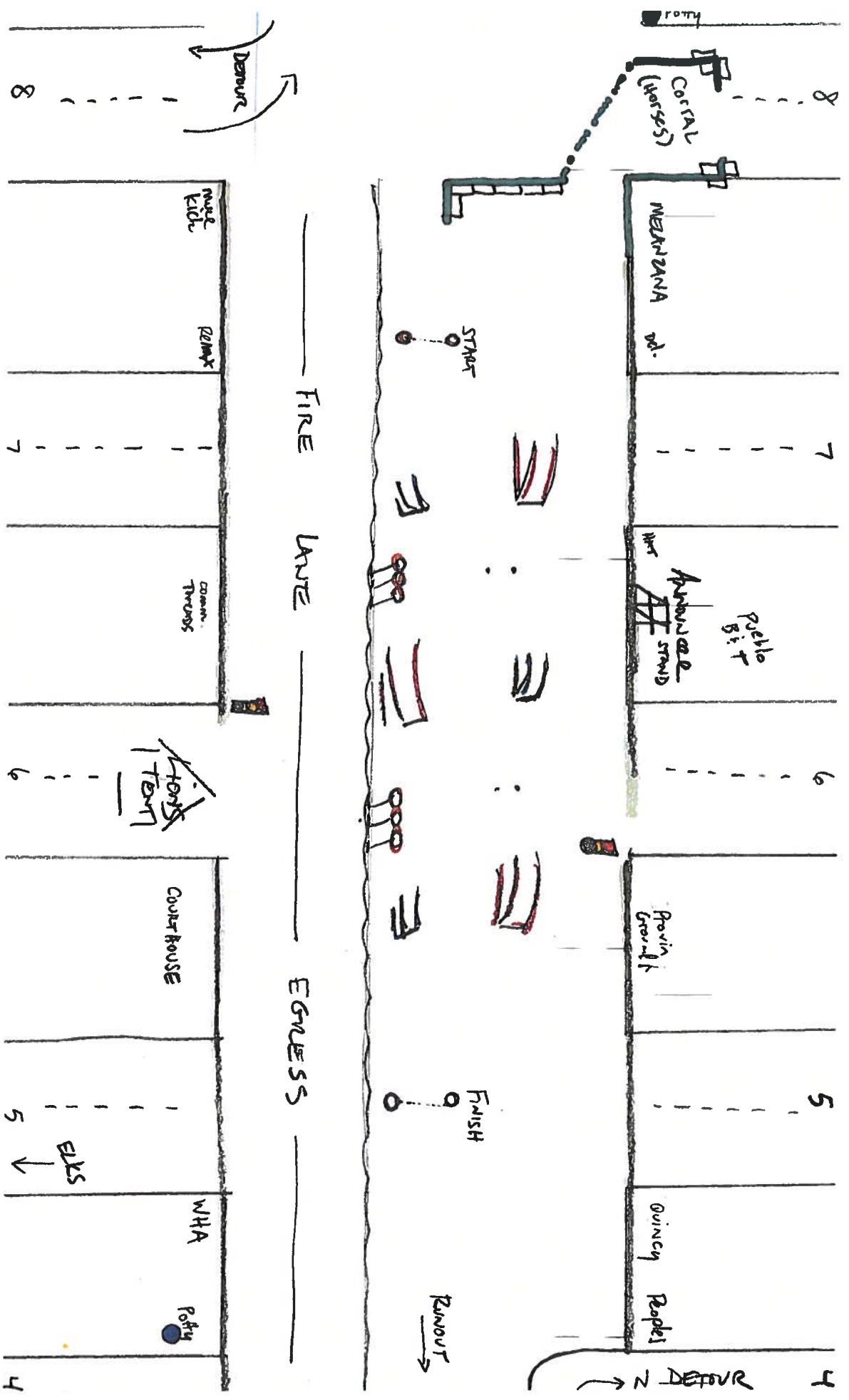
Police Dept.: _____ labor hrs; at \$ _____ per hr plus \$ _____ in fuel & supplies for a total \$ _____

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

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

Total Labor: _____

Total Fuel & Supplies: _____





Quote Date: 02/19/2021

Insured Name: Leadville Ski Joring

COMMERCIAL GENERAL LIABILITY QUOTE

Quote Expiration Date: 3/21/2021
Transaction Type: Renewal Of: NN1089569
Insured Name: Leadville Ski Joring
Policy Term: 03/05/2021 - 03/08/2021
Tax State: CO
Quote Number: 113328001

To: Arrow Insurance Management Inc.
Attention: Susan Hendry
From: Mobeck, Melanie
Email: mmobeck@chris-leef.com
Phone: 720-872-6406
Extension: 2107
Fax:
Broker: CHRIS-LEEF GENERAL AGENCY, INC - COLORADO

Nautilus Insurance Company (A.M. Best rating A + XV)

We are pleased to offer the following Terms and Conditions based on information received. Please review carefully as coverage may not be exactly as requested on the application.

Table with 4 columns: Description, Amount, and Total Amount Due. Includes General Liability (\$1,000.00), Total Policy Premium (\$1,000.00), and Commission.

Optional Coverages Declined:

Table with 4 columns: Class, Coverage, Limit, Deductible, Premium. Shows 90792 First Party Privacy Breach Cov-Low Hazard-Low Exposure with a limit of \$25,000 / 25,000 / 25,000, deductible of \$1,000, and premium of \$55.00.

* The Advanced Premium shown is a Minimum and Deposit premium. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment. Refer to form L601 for further explanation.

Underwriting Requirements Prior to Binding

- Supplemental Application - Signed and dated by the insured
Terrorism Coverage Offer - Signed and dated by the insured
Diligent Effort Affidavit

Fully Earned Premium

If this policy is cancelled at the insured's request, including non-payment of premium, the premium for this policy will be fully earned and no refund will be made. If a policy or inspection fee is applicable to this policy, the fee(s) will be fully earned and no refund of fees will be made. No flat cancellations.

Table with 2 columns: Terrorism Coverage Acceptance and Terrorism Coverage Rejection. Lists requirements for E903 forms and attachments (CG2173, CG2170).

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.



Quote Date: 02/19/2021

Insured Name: Leadville Ski Joring

QUOTE - COMMERCIAL GENERAL LIABILITY

General Liability Limits of Insurance

Deductible

General Aggregate	\$2,000,000	\$500	BI/PD Combined	Per Claim
Products / Completed Operations Aggregate	INCLUDED			
Personal & Advertising Injury (any one person or organization)	\$1,000,000			
Each Occurrence	\$1,000,000			
Damage to Premises Rented to You (any one premises)	\$100,000			
Medical Expenses (any one person)	\$1,000			

Code	Classification Description	Premium Basis	Exposure	Prem / Ops Rate	Prod / Comp Ops Rate	Premium
90558	Special Event Group 1-1501 to 3000 average daily attendance	t+	002	349.900		\$700.00
					Included	Included
49950	CG2012 Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - Premium is fully earned	t	002	100.00		\$200.00
49950	CG2028 Additional Insured - Lessor of Leased Equipment - Premium is fully earned	t	001	100.00		\$100.00

Dagger or Plus Sign (+): Products/Completed Operations Included within the General Aggregate Limit unless specifically excluded.

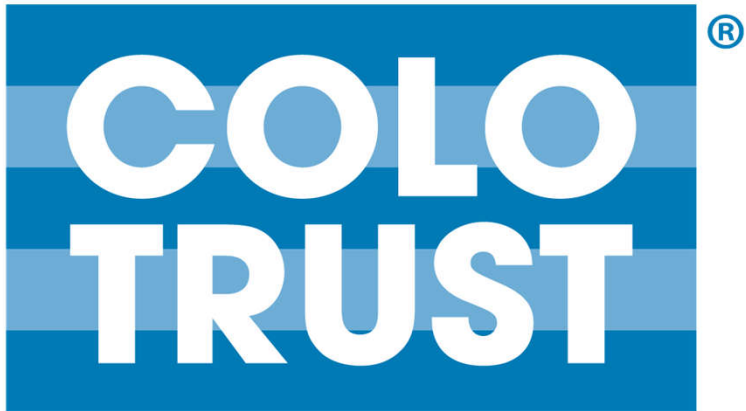
Liability Premium Summary

Liability: \$1,000.00

Locations

Location #	GL Class Code	CP Class Code	IM Class Code	Building #	Address
1	90558	n/a	n/a	1	McWethy Drive, Leadville, CO 80461

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Investing for Colorado Local Governments

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Performance results for COLOTRUST and COLOTRUST EDGE are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. COLOTRUST is not a bank. An investment in COLOTRUST is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the COLOTRUST prime-style and government-style funds seeks to preserve the value of your investment at \$1.00 per share, they cannot guarantee they will do so. Please review the COLOTRUST Information Statement(s) before making an investment decision. **Past performance is not an indicator of future performance or results. Any financial and/or investment decision may incur losses.**

A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. Visit www.spglobal.com for more information. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

PURPOSE

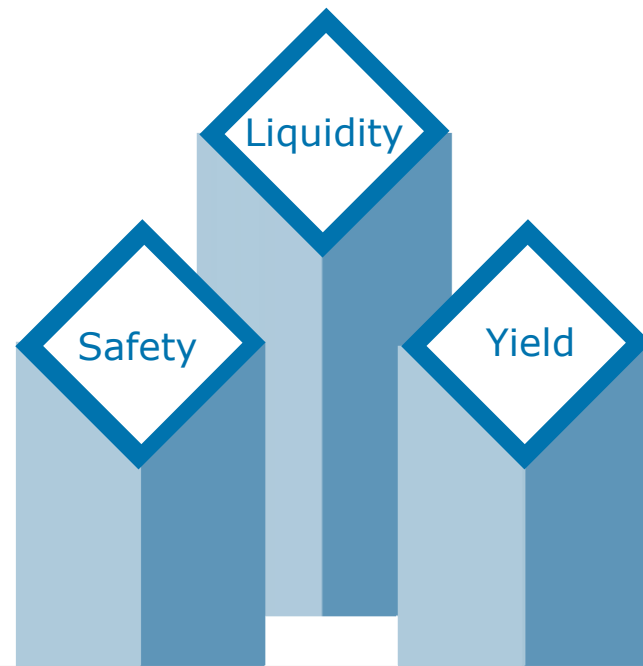
The purpose of COLOTRUST is to provide all Colorado local governments with a convenient, short-term investment opportunity designed to optimize investment income striving to maximize safety and liquidity.

COLOTRUST was created by and for Colorado local governments.

Please refer to the disclosure slide for additional information regarding this presentation.

STRUCTURE

COLOTRUST was established in 1985 by an Indenture of Trust in accordance with the "Pooling Act.



OFFERING YOUR LOCAL GOVERNMENT A COMPREHENSIVE APPROACH TO INVESTING YOUR FUNDS

Investment Option	PRIME	PLUS+	EDGE
Portfolio Type	Government-style fund	Prime-style fund	Enhanced cash
Purpose	Short-term liquidity	Short-term liquidity	Strategic Reserves
Rating	'AAAm'	'AAAm'	'AAAf/S1'
Liquidity Offered	Daily	Daily	Next-day
Minimum Investment	None	None	None
Withdrawals	Unlimited	Unlimited	Unlimited
Accounts	Unlimited	Unlimited	Unlimited
Dividends	Applied Daily	Applied Daily	Accrue Daily
WAM	≤ 60 Days	≤ 60 Days	> 60 Days
Net Asset Value (NAV)	Stable \$1.00 per share	Stable \$1.00 per share	Variable \$10.00 per share

Please refer to the disclosure slide for additional information regarding this presentation. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. Visit www.spglobal.com for more information. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. COLOTRUST is not a bank. An investment in COLOTRUST is not insured by the Federal Deposit Insurance Corporation or any other government agency. COLOTRUST PRIME and COLOTRUST PLUS+ seek to preserve the value of your investment at \$1.00 per share, COLOTRUST cannot guarantee it will do so. Please review the COLOTRUST Information Statement(s) before making an investment decision. For risks associated with investing in prime-style, government-style, and enhanced cash-style local government investment pools, please visit www.colotruster.com/rates-disclaimer.

HOW TO JOIN

Enrolling in COLOTRUST is simple. Visit www.colotrust.com/document-center to download the enrollment documentation needed.

1 Read the Trust Indenture.

2 Read the Information Statement.

3 Adopt, execute, and provide to COLOTRUST a copy of a resolution adopting the Indenture and naming a Designee to participate in COLOTRUST. The COLOTRUST Trust Registration Form includes a model resolution.

4 Submit the above documents to COLOTRUST Client Services.


After we review and approve the above documents, you will receive confirmation that you have been accepted as a COLOTRUST Participant!


Contact Us



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Senior Director,
Investment Services


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 casey.gunning@colotrust.com



Brett Parsons

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Please refer to the disclosure slide of this presentation for more information.



AGENDA ITEM #9C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: January 16, 2024

SUBJECT: Thelcrest Inc. presentation regarding 6-unit community housing at 220 E. 11th St.; request for Work Session

PRESENTED BY: Chapin LaChance, AICP - Planning Director

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Thelcrest Inc. owns the vacant 0.096 acre lot at 220 E. 11th St., and proposes a 6-unit, 100% deed-restricted community housing development on the property. The property owner proposes that all of the units would be restricted to 120% Area Median Income (AMI). The proposed development is expected to meet the city's zoning requirements, except for the maximum gross density limitation in the R-2 zoning district of 19 dwelling units per acre. (0.096 acres x 19 dwelling units per acre = 1.8 units, rounded down to 1 unit). The property owner intends to present to the City Council at the 1/16/24 meeting to ask if the City Council would be supportive of the project, acknowledging the density issue. If the Council is supportive, the property requests a Special Work Session on 3/12/24 to discuss the project in more detail. Prior to the Special Work Session, staff would meet with the City Attorney to discuss entitlement options to address the density issue, likely either a Development Agreement or a variance. The proposed site plan will also need a minor adjustment to comply with the 3 ft. side yard setback requirement.

II. BACKGROUND INFORMATION:

The property owner, Victor Christian of Thelcrest Inc., received a Conditional Use Permit (CUP) in 2014 for a differently designed project on the same vacant site. The 2014 CUP approved a 4-unit multifamily building. The evaluation of the zoning criteria in the 2014 CUP staff report is copied

and pasted below.

- A. That the proposed conditional use conforms to the requirements and provisions of this zoning regulation; *Staff Comment – The proposed use of the property does conform to the requirements of the zoning regulation and Colorado State Law. Staff has reviewed the submittal materials from the applicant and is satisfied with the contents and their adherence to this chapter.*

The 2014 staff report did not mention any specific zoning code criteria, including density limitations, but stated that the proposed 4-unit building complied with the zoning code criteria, which was incorrect. The proposed 4-unit building exceeded the zoning code density limitations. That CUP's expiration date was originally 2016, which was later extended by City Council to a 2018 expiration. The project was never constructed, and the CUP expired.

Since 2018, the City Council adopted Ordinance No. 2, Series 2023, which allows the use of 4-unit multi-family buildings as a by-right use. However, the use of 6-unit multi-family buildings on a single lot still requires a CUP, so the proposed use would need to be approved by Planning and Zoning Commission (P&Z) and City Council through a public hearing process.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

Staff recommends finding a path forward for this 100% restricted community housing project, but the density issue must be addressed. Staff is aware of two (2) possible options, discussed below.

Option #1 - Development Agreement: Staff will be discussing the option of a Development Agreement with the City Attorney. A Development Agreement would be a contract between the City Council and the property owner, allowing the project to exceed the density limit, in exchange for the public benefit of a recorded restrictive covenant restricting the occupancy of the units to community housing. The Development Agreement would need to be approved via Ordinance and a public hearing process, prior to or concurrently with the required CUP.

Option #2 - Variance: The property owner could apply to the Board of Adjustment for a variance (pursuant to Chapter 17.88 - Board of Adjustment) to exceed the density limit, but staff would suggest that a variance is not the best option and generally not best practice for repetition. Staff is not aware of any formal precedent for a density variance. The property owner would need to demonstrate that the property complies with Chapter 17.88 - Board of Adjustment, which would require the property owner to demonstrate that "*practical difficulties or unnecessary hardships*" are created by 1) the lot's size and 2) strict application of the density limitations. Staff does not find that there is anything unique about the property that creates a hardship.

Staff recommends that the City Council be generally supportive of proposed affordable housing

development, but using the variance process to exceed the codified density limitations could set precedent for non-affordable residential development pursuing the same variance. The variance process is also not a legal way for the City Council to require the occupancy of the proposed units to be restricted to community housing in perpetuity as part of the variance. Inclusionary housing is not a zoning code requirement, so the city cannot legally condition the variance upon provision of 100% community housing, which could lack “essential nexus” and be could be considered a taking.

A variance would need to be processed through a public hearing process, but could be processed concurrently with a CUP.

VI. ATTACHMENTS:

- Letter from Thelcrest Inc. to City Council requesting relief from maximum gross density
- Survey of vacant property proposed for development
- Architectural renderings of proposed development
- Draft Development Agreement
- Draft Restrictive Covenant

540 Fair Oaks Drive
Columbus, Georgia 31906
January 9, 2024

Leadville City Council
800 Harrison Avenue
Leadville, Colorado 80461

Dear Sirs and Madams:

We are Thelcrest, Incorporated, a 501(c)(3) organization with a mission to build and promote affordable housing for individuals, families, and communities in need. To assist us in our mission, we have received a Small-Scale Housing Technical Assistance Program grant from the Colorado Housing and Finance Authority (CHFA). This grant helps catalyze affordable housing development by providing affordable housing consultation and pre-development assistance.

Thelcrest seeks to build a 6-unit multifamily complex on the lot located at 220 East 11th Street.

Thelcrest respectfully requests relief from the maximum gross density prescribed in Section 17.20.010 of the Leadville Municipal Code in exchange for creating all of the units as deed-restricted affordable rental housing in perpetuity as part of a development agreement with the City of Leadville.

Thank you and we look forward to your consideration.

Victor Marquette Christian, Secretary
Thelcrest, Incorporated

Attachments:

- Exhibit A: Improvement Location Certificate
- Exhibit B: Proposed Project Architectural Drawings
- Exhibit C: Deed Restriction Development Agreement - DRAFT PROPOSAL

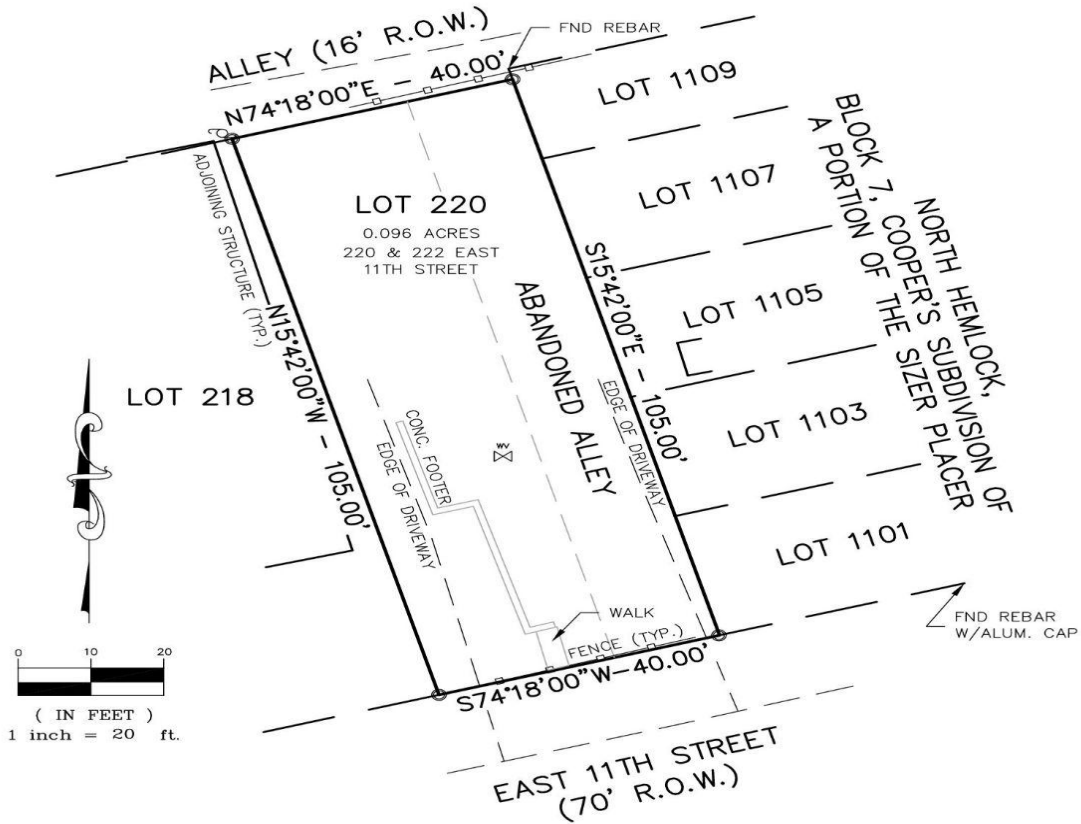
Exhibit A: Improvement Location Certificate

IMPROVEMENT LOCATION CERTIFICATE

LEGAL DESCRIPTION:

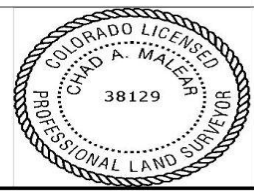
A PORTION OF THE SURFACE OF THE SIZER PLACER, U.S. SURVEY NO. 388, CITY OF LEADVILLE, COUNTY OF LAKE AND STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 220, COOPER'S SUBDIVISION OF A PORTION OF THE SIZER PLACER, THE TRUE POINT OF BEGINNING; THENCE N 74°18' E 40 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF A 16 FOOT ALLEY; THENCE S 15°42' E 105 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF EAST 11TH STREET, THENCE S 74°18' W 40 FEET TO THE SOUTHWESTERLY CORNER OF LOT 220; THENCE N 15°42' W 105 FEET TO THE POINT OF BEGINNING; GENERALLY KNOWN AND DESCRIBED AS 220 AND 222 EAST 11TH STREET, LEADVILLE, COLORADO.



I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE, WAS PREPARED FOR VICTOR CHRISTIAN, THAT IT IS NOT A LAND SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
 I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 6/24/2012, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

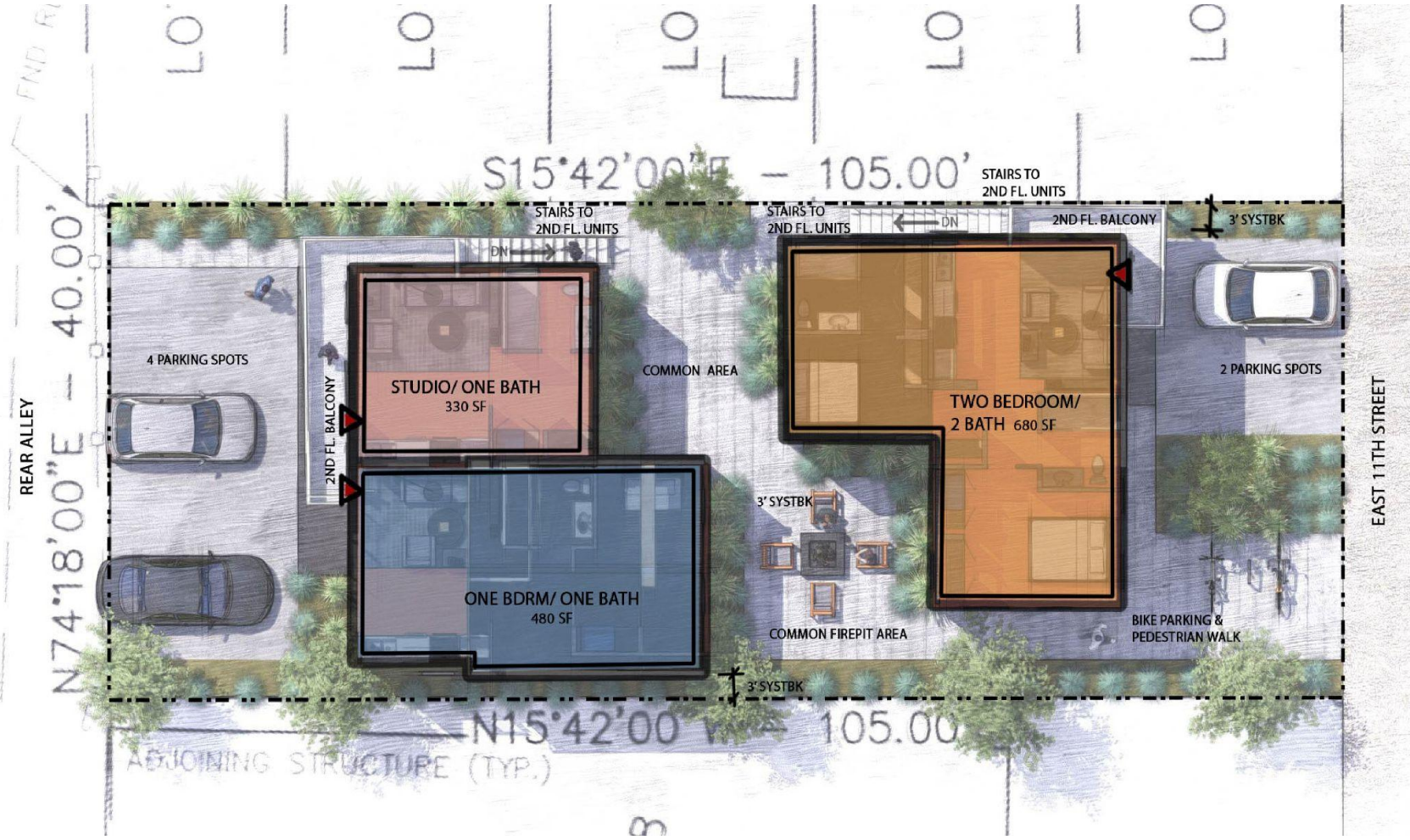
Chad A. Malear
 COLORADO P.L.S. No. 38129



FILE: 13-125ilc.dwg	GREAT DIVIDE Consulting, LLC P.O. BOX 1632, LEADVILLE, COLORADO 80461 PHONE: 719-486-8115 FAX: 866-811-9326	DRAWN BY: CAM
EXPORT: 13-125ilc.pdf		CHECKED BY: CAM
DATE: 6-24-12		VERSION: FINAL

- NOTES:**
- 1) LOCATION OF IMPROVEMENTS SHOWN HEREON ARE BASED UPON MONUMENTS ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EAST 11TH STREET.
 - 2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY AND LEGAL DESCRIPTION FOUND AT RECEPTION NO. 328543 IN THE OFFICE OF THE LAKE COUNTY CLERK AND RECORDER.
 - 3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
 - 4) VERIFY BUILDING SETBACKS WITH THE PROPER GOVERNING AUTHORITY.

Exhibit B: Proposed Project Architectural Drawings



LOT LAYOUT



SOUTH ELEVATION



SOUTHWEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



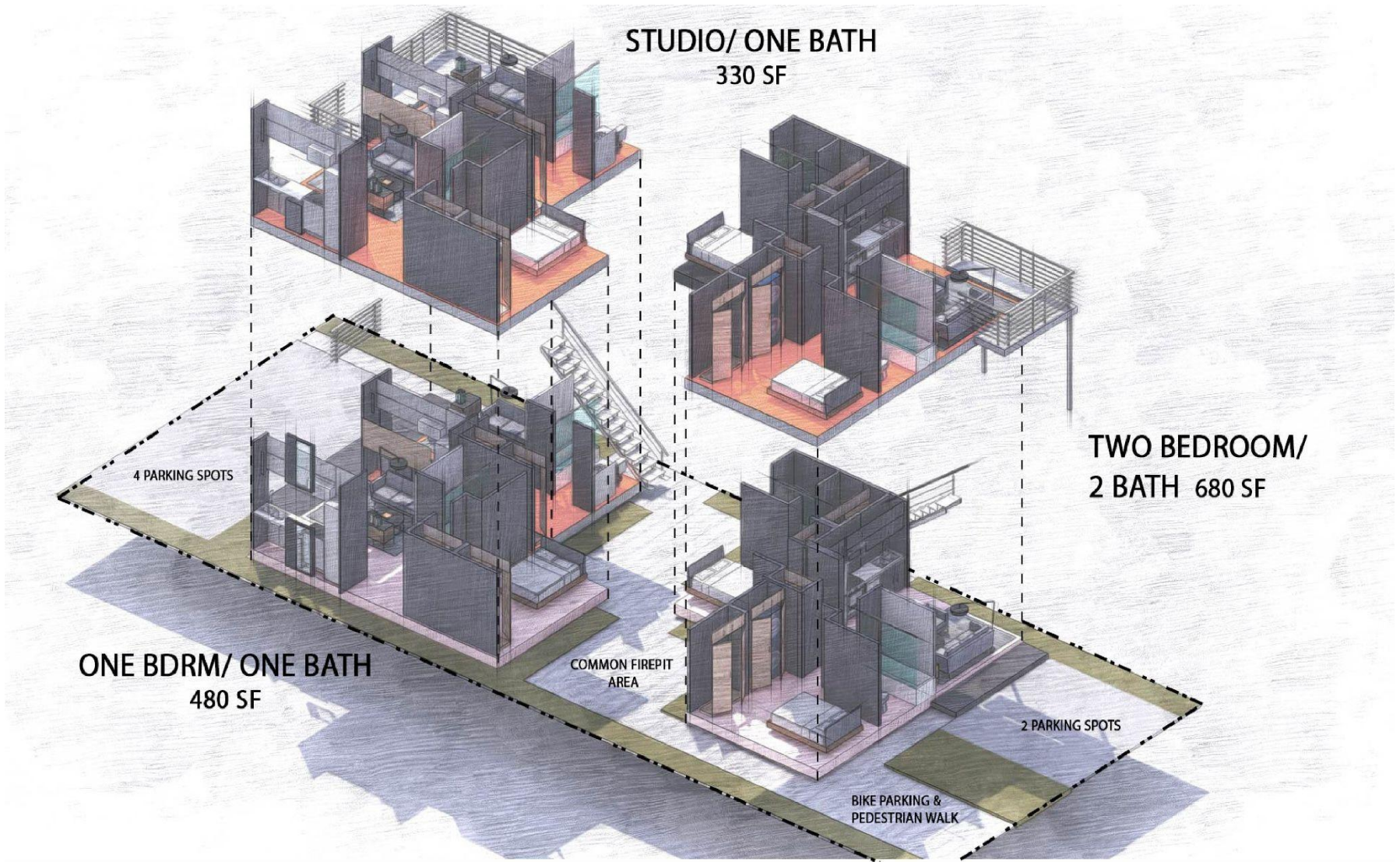
SOUTHEAST ELEVATION



WEST ELEVATION



SOUTHWEST TO NORTHEAST AERIAL VIEW



EXPLODED VIEW

- DRAFT PROPOSAL -

DEED RESTRICTION DEVELOPMENT AGREEMENT

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 20__ by Thelchrest, Incorporated having a mailing address of 540 Fair Oaks Drive, Columbus, Georgia 31906 (“Grantor”), for the benefit of The City of Leadville having a mailing address of 800 Harrison Ave Leadville CO 80461 (the “Municipality”), as such the Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to that certain real property with legal description:

A PORTION OF THE SURFACE OF THE SIZER PLACER, U.S. SURVEY NO. 388, CITY OF LEADVILLE, COUNTY OF LAKE AND STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 220, COOPER'S SUBDIVISION OF A PORTION OF THE SIZER PLACER, THE TRUE POINT OF BEGINNING; THENCE N 7418' E 40 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF A 16 FOOT ALLEY; THENCE S 15'42' E 105 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF EAST 11TH STREET, THENCE S 7418' W 40 FEET TO THE SOUTHWESTERLY CORNER OF LOT 220; THENCE N 15'42' W 105 FEET TO THE POINT OF BEGINNING; GENERALLY KNOWN AND DESCRIBED AS 220 AND 222 EAST 11TH STREET, LEADVILLE, COLORADO AND KNOWN BY THE ACCOUNT NUMBER R005274 AND THE SCHEDULE NUMBER 20000238 AND THE PARCEL NUMBER 2633-242-06-024 IN THE TAX ASSESSOR'S RECORDS OF LAKE COUNTY, COLORADO (the “Property”),

and intends to construct a 6-unit rental housing development, consisting of two residential buildings, at the Property.

B. **The Property is part of a project known as Ptarmigan Flats (the “Development”). The Property was developed with a municipal government subsidy (as defined in R.I.G.L. Chapter 45-53-2.23) used to ensure the development of affordable, accessible, safe and sanitary housing (the “Program”) in accordance with the terms of the Rhode Island Low and Moderate Income Housing Act, R.I.G.L. Chapter 45-53-1 et seq. and the regulations promulgated thereunder (collectively, the “Act”), and is subject to the terms and conditions imposed by the Municipality.**

C. As a condition imposed by the Municipality, the Grantor has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land and binding upon any successors to the Grantor, as owner thereof.

D. [MONITORING AGENT NAME] (the "Monitoring Agent") has been retained to monitor compliance with and to enforce the terms of this Deed Restriction in accordance with a monitoring services agreement.

E. The rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein and made a part hereof.
2. Affordability and Occupancy Requirement.
 - (a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the land evidence records of the Municipality and continuing in perpetuity (the "Affordability Period") unless earlier terminated in accordance with Section 3 or Section 5 hereof (the "Termination Date"). On and after the Termination Date, this Deed Restriction shall be of no further force or effect.
 - (b) During the Affordability Period, the rents charged by the Grantor for each rental unit shall remain affordable and shall be rented to an individual or household whose gross annual household income does not exceed [one hundred and twenty percent (120%)] of area median income (adjusted for household size) in the County of Lake, City of Leadville, State of Colorado Statistical Area as established from time to time by the U.S. Department of Housing and Urban Development ("HUD").
 - (c) During the Affordability Period, the Property, or any portion thereof, shall be available for purchase at the Maximum Resale Price only to an individual or household whose gross annual household income does not exceed [one hundred and twenty percent (120%)] of area median income (adjusted for household size) in the County of Lake, City of Leadville, State of Colorado Statistical Area as established from time to time by HUD (an "Eligible Purchaser"). For purposes of this Deed Restriction, the "Maximum Resale Price" is determined to be the monthly housing costs (including principal, interest, taxes, insurance, and condominium fees, if any) that does not exceed thirty percent (30%) of the gross income of an individual or household earning [one hundred and twenty percent (120%)] of area median income (adjusted for household size).

(d) To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. Any use of the Property or any activity thereon which is inconsistent with the purpose of this Deed Restriction is expressly prohibited.

(e) Except as provided in Section 3(a) hereof, the Property shall remain affordable during the Affordability Period without regard to the term of any mortgage on the Property or to any transfer of ownership thereof.

(f) This Deed Restriction's compliance with the affordability requirements shall be monitored and enforced by the Monitoring Agent.

3. Rights of Mortgagees.

(a) Notwithstanding anything herein to the contrary, but subject to Section 3(b) hereof, if the holder of any mortgage on the Property (each, a "Mortgagee") shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, provided, that such Mortgagee has given the Monitoring Agent not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, and the Monitoring Agent does not exercise its right of first refusal to purchase the Property as provided in Sections 3(b) and (c) hereof, and provided, further that the principal amount secured by such mortgage does not exceed one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the "Permitted Indebtedness"), then the rights and restrictions contained herein shall terminate and not apply to such Mortgagee upon acquisition of the Property, or to any purchaser of the Property at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Property from such Mortgagee, and the Property shall then be free from all such rights and restrictions. A Mortgagee of Permitted Indebtedness is referred to herein as a "Permitted Mortgagee."

(b) A Permitted Mortgagee shall notify the Monitoring Agent in the event of any default for which the Permitted Mortgagee intends to commence foreclosure proceedings, which notice shall be sent to the Monitoring Agent as set forth in this Deed Restriction (the "Foreclosure Notice"). Failure to notify the Monitoring Agent pursuant to the previous sentence shall not impair the validity of the foreclosure.

(c) Grantor grants to the Monitoring Agent or designee the right and option to purchase the Property upon receipt of the Foreclosure Notice. In the event the Monitoring Agent intends to exercise its option to purchase, the Monitoring Agent shall purchase the Property at a price equal to the greater of the Maximum Resale Price or the Mortgage Satisfaction Amount (as defined below) within sixty (60) days of receipt of the Foreclosure Notice. Any excess received by the Permitted Mortgagee over the greater of the Maximum Resale Price or the Mortgage Satisfaction Amount shall be paid to Grantor (provided, that in the event that such excess shall be paid to Grantor, Grantor shall thereafter indemnify such Permitted Mortgagee against loss or damage to such Permitted Mortgagee

resulting from any claim made by any other party to the extent that such claim is based upon payment of such excess by such Permitted Mortgagee to Grantor in accordance herewith; provided, that such Permitted Mortgagee shall give Grantor prompt notice of any such claim and shall not object to intervention by Grantor in any proceeding relating thereto).

(d) For purposes of this Section 3, "Mortgage Satisfaction Amount" shall mean the sum of the outstanding principal balance of the note evidencing the Permitted Indebtedness and secured by the mortgage securing such note, plus accrued interest and all reasonable costs and expenses which the Permitted Mortgagee is entitled to recover pursuant to the terms of such mortgage.

4. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted in connection with the conveyance of the Property.

5. Purchase and Resale Options.

(a) If Grantor or any successor in title to Grantor shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, Grantor shall notify the Monitoring Agent in writing of Grantor's intention to convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price, which Grantor may receive on the sale of the Property and (ii) promptly begin marketing efforts. Pursuant to a purchase and sale agreement, sale to an Eligible Purchaser or the Monitoring Agent at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice, or such further time as reasonably requested to arrange for details of closing. If Grantor fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in a purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such an event, the Monitoring Agent shall give Grantor written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) Grantor shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing, and able to purchase the Property, or any portion thereof, at the Maximum Resale Price within the time provided for in Section 5(a) above and to enter into the requisite purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or designee shall also have the right to purchase the Property at the Maximum Resale Price within the time and conditions provided for in Section 5(a) above, and to enter into the requisite purchase and sale agreement. In the event of such a sale to the Monitoring Agent or designee, the Property shall remain subject to this Deed Restriction.

(d) Grantor understands and acknowledges that this Deed Restriction is not a promise or guarantee by the Monitoring Agent that Grantor shall receive the Maximum Resale Price for the Property or any other price for the Property.

(e) If an Eligible Purchaser is selected to purchase the Property, or if the Monitoring Agent elects to purchase the Property, the Property shall be conveyed by Grantor to such Eligible Purchaser or to the Monitoring Agent, by a good and sufficient warranty deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record, and (v), except as otherwise provided in a certificate of compliance, a Deed Restriction identical in form and substance to this Deed Restriction.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by Grantor, Grantor's successors and assigns, and no attempted sale shall be valid, unless (i) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser or the Monitoring Agent as the case may be, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (ii) a Certificate of Compliance (the "Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent, which Certificate refers to the Property, Grantor, the Eligible Purchaser, and the Maximum Resale Price, and states that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with this Deed Restriction, and (iii) a new deed restriction is recorded and executed by the Eligible Purchaser, which new deed restriction is identical in form and substance as this Deed Restriction.

(b) Grantor, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with this Deed Restriction, and may record such Certificate in connection with conveyance of the Property; provided, that the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in and authorized by the Certificate.

(c) Within ten (10) days of the closing of the conveyance of the Property, Grantor or Grantor's successors or assigns shall deliver to the Monitoring Agent a copy of the deed to the Property with the recording information affixed. Failure of Grantor or Grantor's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Enforcement.

(a) The rights hereby granted shall include the right of the Monitoring Agent to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of

the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Monitoring Agent. Notwithstanding the foregoing, the Monitoring Agent may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; (iii) accelerating Grantor's mortgage; (iv) increasing the interest rate of Grantor's mortgage or (v) subjecting Grantor to contractual liability such as damages, specific performance or injunctive relief.

(b) Without limitation of any other rights or remedies of the Monitoring Agent or its successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Restriction, the Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- i. reimbursement for all sums received by Grantor in excess of the Maximum Resale Price, if applicable; and
- ii. if the violation is a sale or an attempted sale of the Property at a price greater than the Maximum Resale Price as provided herein, the Monitoring Agent shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Restriction.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Restriction, the Monitoring Agent may take appropriate enforcement action against Grantor or Grantor's successors in title or assigns, including, without limitation, legal action to compel Grantor to comply with the requirements of this Deed Restriction, unless otherwise prohibited by this Deed Restriction.

(d) Grantor for itself and Grantor's successors and assigns, hereby grants to the Monitoring Agent the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the Monitoring Agent may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

8. Covenants to Run With the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Monitoring Agent and the appropriate official of the Municipality.

(b) This Deed Restriction shall be deemed to be a low or moderate income housing deed restriction as that term is defined in Chapter 53 of Title 45 of the Rhode Island General Laws, and is enforceable as such.

(c) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in

title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the Monitoring Agent, the Municipality and its successors and assigns, for the Affordability Period.

9. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property, the Monitoring Agent and the Municipality.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

[THELCHREST, INCORPORATED]
[540 FAIR OAKS DRIVE]
[COLUMBUS, GEORGIA, 31906]
Attn: VICTOR M. CHRISTIAN, SECRETARY

Monitoring Agent:

[Name of Monitoring Agent]
[Address]
[City, State, Zip Code]
Attn:

Municipality:

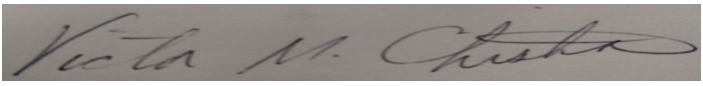
[Name of Municipality]
[Address]
[City, State, Zip Code]
Attn:


(c) Further Assurances. Grantor agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent, upon its request, with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other material information pertaining to the Property or Grantor's conformance with the terms of this Deed Restriction.

- (d) **Monitoring Agent Services.** The Monitoring Agent shall monitor compliance of the Property, and enforce the ongoing requirements of this Deed Restriction, including the requirement that the Property be sold and resold to an Eligible Purchaser (or to the Monitoring Agent) in accordance with the terms of this Deed Restriction.
- (e) **Severability.** If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.
- (f) **Waiver by Monitoring Agent:** No waiver by the Monitoring Agent of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.
- (g) **Third Party Beneficiary.** The Monitoring Agent and the Municipality shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.
- (h) **Gender; Captions.** The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.
- (i) **Binding Successors.** This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of the Monitoring Agent and the Municipality pursuant to the terms of this Deed Restriction.
- (j) **Governing Law.** This Deed Restriction is being executed and delivered in the State of Colorado and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule.
- (k) **Independent Counsel.** GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
- (l) **Counterparts.** This Deed Restriction may be executed in several counterparts, each of which shall be deemed to be an original copy of all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR(S)
[NAME OF GRANTOR – IF CORPORATION]: Thelcrest, Incorporated
By: 
Name: Victor Marquette Christian
Title: Secretary

State of Colorado	
County of _____	
Signed and sworn to [or affirmed] before me on _____, 20____	
by _____ (name(s) of individual(s) making statement).	
_____	
(Notary's official signature)	

(Title of office)	

(Commission Expiration)	

The terms of this Deed Restriction are acknowledged by:

MUNICIPALITY
[NAME OF MUNICIPALITY]:
By: _____
Name: _____
Title: _____

State of Colorado	
County of _____	
Signed and sworn to [or affirmed] before me on _____, 20____	
by _____ (name(s) of individual(s) making statement).	

(Notary's official signature)	

(Title of office)	

(Commission Expiration)	



AGENDA ITEM #9A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: January 16, 2024

SUBJECT: Resolution No. 6, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado, Filling the City Council Member Representing Ward 2 Vacancy by Appointment

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION

I. **REQUEST OR ISSUE:**

Before the City Council is Resolution No. 6, Series of 2024 (the “Resolution”), which appoints a candidate to fill the vacant City Council seat for Ward 2b.

II. **BACKGROUND INFORMATION:**

The seat representing Ward 2b (the “second ward”) on the City Council was up for re-election in November 2023. There were no candidates in that election for Ward 2b. In accordance with §1.16.030 of the Leadville Municipal Code and Colorado Revised Statutes §§ 31-4-106 and 31-4-108(2)(b), the City Council must either appoint a person to fill the vacancy within sixty (60) days of the vacancy or schedule a special election.

Making an appointment to fill the vacancy saves the time and expense of conducting a special election. The city advertised the vacancy to seek a qualified candidate to fill the vacancy in Ward 2b. The city received letters of interest from two candidates – Ms. Shannon Grant and Mr. Timothy Best.

At the City Council meeting on January 9, 2024, by way of Resolution No. 1, 2024, the City Council declared the seat for Ward 2b vacant and considered the two candidates for this seat. The City Council held two votes for this appointment and each time the vote was tied (three votes for each candidate). The City Council requested that the candidates provide the City Administrator with letters of support to further evaluate their candidacy and directed staff to bring this appointment back before the council at the next meeting.

The person appointed will serve until the next regular election in November 2025.

III. FISCAL IMPACTS:

N/A

IV. LEGAL ISSUES:

When a vacancy in a city council seat occurs, Council must adopt a resolution declaring the vacancy. The adoption of that resolution starts a 60-day clock. The City has 60 days (per C.R.S. 31-4-106 and 31-4-108(2)(b)) from the adoption of the resolution, or the date of vacancy declared in the resolution if different from the resolution adoption date, to either appoint a person to fill the vacancy or call a special election to fill the vacancy. If the City does not appoint someone to fill the vacancy in 60 days, then the City will need to call a special election. Here, City Council is presented with Resolution No. 1, Series of 2024 declaring a vacancy and determining to appoint a person to Council to fill the vacancy.

Per C.R.S. 31-4-106, any person appointed (or elected) to City Council must meet certain statutory requirements in order to hold that office. The person must be a resident of the ward to which they are elected or appointed for at least twelve (12) consecutive months prior to their election or appointment, and they must be a registered elector in their ward.

V. STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 6, Series of 2024 and appoint one of the two candidates to fill the Council vacancy.

VI. COUNCIL OPTIONS:

Council may take one of the following actions:

1. Adopt the Resolution.
2. Adopt the Resolution with amendments.
3. Table the Resolution for further discussion and consideration.

VII. PROPOSED MOTION:

“I move to adopt Resolution No. 6, Series of 2024, A Resolution of the City Council of the City of Leadville, Colorado, Filling the City Council Member Representing Ward 2 Vacancy by Appointment and appoint _____ to fill the vacancy on City Council.”

ATTACHMENTS:

Resolution No. 6, Series of 2024

Letters of support

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 6
SERIES 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE,
COLORADO, FILLING THE CITY COUNCIL MEMBER REPRESENTING WARD 2
VACANCY BY APPOINTMENT**

WHEREAS, § 2.04.010 of the Leadville Municipal Code (the “Code”) states that the City Council shall consist of the mayor and six city council members elected from the three wards of the city;

WHEREAS, the seat representing Ward 2b (the “second ward”) on the City Council was up for re-election in November 2023;

WHEREAS, there were no candidates in that election for Ward 2b;

WHEREAS, in accordance with § 1.16.030 of the Code and Colorado Revised Statutes (“C.R.S.”) §§ 31-4-106 and 31-4-108(2)(b), the City Council must either appoint a person to fill the vacancy within sixty (60) days of the vacancy or schedule a special election;

WHEREAS, the City Council desires to appoint a person to fill the vacancy in order to save the time and expense of conducting a special election;

WHEREAS, the city has advertised the vacancy to seek a qualified candidate to fill the vacancy in Ward 2b;

WHEREAS, City Council desires to make an appointment from the pool of qualified candidates.

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

Section 1. The City Council appoints _____ to serve on the City Council whose term shall commence on taking the oath of office and continue until the term of office of a successor elected at the next regular election on November 7, 2025 has commenced as provided in C.R.S. §§ 31-4-106 and 31-4-108(2)(b).

This Resolution shall take effect upon its adoption by the City Council.

**ADOPTED this 16th day of January 2024, by a vote of ___ in favor and
___ against, ___ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO

By: _____
Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

Greetings, Ms Simonson -

I am writing in support of Tim Best's candidacy for Leadville City Council.

I have known Tim since I moved to the area in 2016. I had the privilege of working with him for several years in Lake County before I moved down to Chaffee.

Tim is intelligent, reflective, professional, community-minded, collaborative, creative, energetic, diligent, organized, and committed. And while Tim is a supportive team-player and cooperative partner, he is also an independent and reasoned thinker, able to respectfully question and evaluate complex issues, effectively challenging the status quo when appropriate and effectuating improvements for the greater good. These many qualities that I greatly appreciated in him as a colleague and friend are also characteristics I know would serve his role as a member of the Leadville City Council very well.

One of the things I most admire about Tim is that he cares so deeply about Leadville and the community, not just as it exists today, but as it will become for future generations. I've witnessed this in action throughout the many years he has invested his professional career into the health and happiness of local youth and their families, serving as an exceptional program director and ambassador for numerous education and recreation initiatives and youth-serving organizations in Lake County. Tim also has a background as an entrepreneur and small business owner as well as a leader within large academic institutions, offering wide ranging perspectives and experiences that are helpful in his ability to positively relate to so many different people.

Working in local government myself, I have a keen appreciation for the essential role of elected and appointed leaders. I am sure in-coming Mayor Greene understands firsthand through her years of experience on the Council that working with a board of thoughtful and genuinely invested members is critical to helping create consensus, establish strong policy decisions, and advance the strategic priorities of the community. Tim will be an exceptional asset to Leadville in this Council capacity.

He has my highest endorsement for your choice for City Council.

Regards,
--Beth Helmke



Beth Helmke, MNM

Deputy Director of Administration

Chaffee County Government

Office: [REDACTED] | Cell: [REDACTED]

[REDACTED]

Sign up for our [mailing list here](#)

Kristen King

[Leadville, CO 80461](#)

January 12, 2024

Dear Mayor Greene and City Council:

As a resident of Ward 2, I am writing to offer my support for Timothy Best as my ward's representative on City Council.

I first met Tim in the context of his work with Lake County School District when my family and I moved here in 2017. My twins started kindergarten that fall and were absolutely enamored of Mr. Best from the Project Dream after-school enrichment program. In the years since, Tim has been a huge part of their lives and the lives of their friends and classmates both in LCSD and through Rockies Rock summer programming.

Through these interactions, I quickly came to know Tim as a fair, even-handed, and reasonable leader who consistently puts the needs of the community above all else. His ability to manage multiple priorities, navigate conflicting perspectives, and ensure dignity for all parties has been impressive to say the least. He is also a great communicator and, frankly, funny as hell — both essential attributes for defusing and redirecting challenging conversations and driving positive action.

With a combination of seemingly infinite patience and deep integrity, Tim has proven his skill at developing trust and building consensus when others have struggled and even given up. His innate ability to create strong, collaborative relationships and his passion for finding common ground are exactly the skills we need in community leaders — particularly in a community that is working to address issues that are so often very emotionally charged.

I am particularly concerned with our city's future as relates to ensuring housing security and stability for full-time residents, improving community sustainability, and building resiliency and resources for youth and families. As a former board member of the Lake County Community Fund, I know how critical these priorities are to keeping Leadville out of the boom-and-bust cycle that has so long plagued this community and which affects all of us.

As a former public health consultant who spent more than a decade working in behavioral health, trauma, housing/homelessness, criminal justice, and services for vulnerable populations, I also know that these priorities are essential to human thriving, including breaking intergenerational cycles of economic distress, instability, and trauma. If nothing else, these challenges are incredibly costly from a financial perspective — but even more so in terms of human cost. Leadville has paid far too much for far too long.

For our city to continue to grow and support its residents in the long term, we need leaders who will advocate tirelessly for the needs of the people who live here. I believe Tim is one of those leaders, and I am eager to see him step into the role of City Council representative to further these issues. I endorse him fully and without hesitation or reservation.

Should you have any questions or wish to discuss further, I invite you to contact me via email reply or at [REDACTED]. I wish you the best of luck in your decision.

Sincerely,
Kristen King

Greg Labbe

[REDACTED], Leadville, CO 80461, [REDACTED] [REDACTED]

January 11, 2024

Dear Mayor Greene and City Council,

You are met with the challenge of choosing a City Council member to join you as a representative of Ward 2. As it turns out, that choice is made more difficult since you have two good candidates.

Having considered the two quality individuals, and though Shannon Grant has been a good City Council member, I feel that Timothy Best may be the better choice to represent Ward 2. His strong relationship with the children and families of Leadville, formed over years of service to our community as the director of Rockies Rock and working with Get Outdoors Leadville!, and his strong connection to the demographics in our community who are more likely to be housing insecure, he seems closer to the citizens he wishes to represent. I have long admired his good nature and love of working with the kids and bringing joy to their summer activities.

I am pleased that we continue to attract the interest of quality individuals to serve our City.

Thank you for your considerate service, and good luck.

Greg Labbe

Sarah Savage



Leadville, CO 80461

January 12, 2024

Dear Mayor Greene and Leadville City Council members,

I am writing in support of Shannon Grant for Ward 2 City Council membership. While I do not live within the city limits, I have lived in Leadville for 26 years and I recognize how decisions made in city council affect the wider community. Therefore, I encourage persons in positions of leadership at city **and** county levels to be good decision-makers who can work well in teams to implement their decisions.

Shannon is just such a person. I have known Shannon for 26 years and I have watched her growth and development into the exceptional person that she is.

She is organized and efficiently seeks to be informed about issues that come before the city council. She has great communication skills. She listens with respect and is articulate when speaking and writing. She takes responsibility and has the project management skills to see projects through to fruition.

Shannon has empathy and concern for all who would be impacted by decisions, but can take a stand when needed. She is experienced in management and supervision of others. She also has knowledge and experience in the fiscal responsibilities of organizations.

The qualities of leadership that I admire most in Shannon are her energy, confidence, and especially humility. She is a team player and she strives for excellence in all that she does. She helps those around her be better.

I highly recommend Shannon Grant for the city council seat for Ward 2. She is and will be a positive influence.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Savage".

Sarah Savage

Fwd: letter

1 message

Shannon Grant [REDACTED]

Thu, Jan 11, 2024 at 2:40 PM

----- Forwarded message -----

From: **Stacy Kelly** [REDACTED]

Date: Thu, Jan 11, 2024, 1:58 PM

Subject: letter

To: Shannon Grant [REDACTED]

To Whom it May Concern,

I am writing this letter on behalf of Shannon Grant for Leadville City Council. I have been in Leadville for 30 years and have known her for almost that entire time, dating back to when I was still teaching in Lake County School District and she was a speech and language therapist in the district. I have always admired her from a professional standpoint based on that relationship.

In later years I got to know Shannon a dear friend and valued community member when her two sons raced on the high school mountain bike team, Leadville Racing. Shannon was always an incredible source of support for all the riders and their families. She is well known for providing speed vitamins (M & M's) to each rider at the races.

I have been pleased with Shannon's performance on City Council. Shannon always does her homework and shows up prepared to discuss all relevant issues at hand. I share many of her specific concerns regarding short term rentals, signage in the city, and the future of the Leadville Police Department. In order for our city to deal with the immense challenges we will face, I believe Shannon will be well suited to serve the community based on facts and common sense.

I think the most important quality any person in a position of leadership can have is a strong moral compass and an unwavering commitment to maintain personal integrity at all times. Shannon will always do what is right and she will always keep the best interest of the community in mind. Shannon does not make any decisions without considerable thoughtfulness and consideration. She will always carefully reflect on any position she takes. She may not agree with everyone, but she will never be disagreeable. She will comport herself in a manner that calm, rational, and logical.

Please do not hesitate to contact me if you have any questions.

Stacy Kelly
[REDACTED]

January 11, 2024

Greetings Mayor Greene and Leadville City Council members,

I am writing in support of Ms. Shannon Grant for the Ward 2 vacant seat for Leadville City Council. Shannon stepped up to fill the vacancy in the term before and I know she is committed to serving again.

I realize I am not a resident/voter in the city of Leadville, but I live and work just outside the city limits (Matchless Estates and the First Presbyterian Church of Leadville). As a Lake County resident I, too, am interested in all things Leadville being in the hands of competent and committed leadership. Thank you all for serving!

I have known Shannon for 15 years and have had the privilege of working with her as an elder on our church Session (Council), and other committees, and can attest to her valuable qualities as a leader. Shannon's commitment to the task is commendable — always prepared for meetings by reading the distributed agenda, minutes, financial reports, and other pertinent materials. In collaboration with her colleagues in our meetings she would listen intently to all discussion and points of view, and be respectful when speaking honestly of her own thoughts and viewpoints, all the while working toward common ground on plans, strategies, and solutions to the issues before us. She would never simply rubber-stamp a motion before us, but seek to wisely discern its merits before voting for it or against it. Furthermore, when Shannon brought forth an idea, it was well thought out, researched if necessary, financially prudent, presented gracefully, and she was willing to be the point person to lead and follow up on seeing it through.

It is with this knowledge and experience of Shannon Grant's leadership qualities that I believe she would continue to be a valuable asset to the work of Leadville's City Council, representing well the constituents in Ward 2.

Respectfully,

A handwritten signature in cursive script that reads "Peggy Marshall". The signature is written in black ink and is positioned above the printed name.

Peggy Marshall

Patricia Chlouber
Leadville, Colorado

January 10, 2024

To: the Leadville City Council
and the City Administrator

Dear friends,

I am writing this letter in support of Shannon Grant's reappointment to city council.

I have known Shannon for over 20 years when we were helping with the Leadville Trail 100. She is an outstanding member of the community and highly respected with a terrific work ethic and personality.

Shannon is great educator and communicator with integrity.

Please consider Shannon for reappointment as a member of the city council.

Sincerely,

Pat Chlouber

[REDACTED]

Leadville, Colorado 804641

[REDACTED]



Leadville Trail 100 Legacy Foundation

January 10, 2024

Dear Mayor Greene and Leadville City Council Members,

It is my privilege to write a letter of recommendation for Shannon Grant to serve on City Council.

I have known Shannon almost since the day she arrived in 1997. She hit the ground running, becoming actively involved in whatever it was our community was currently promoting, her children's school activities, and her church. I appreciate her prior service on Council and can tell you the most important attributes Shannon brings with her to the table are her deep and abiding love for her community and her historical knowledge and perspective.

Shannon brings an energy, passion, and commitment to every job she takes on. Her prior service has proven her to be a thoughtful, fair and well-informed member of the City Council.

I have a vested interest in "all things Leadville" as this community has been my home for over 50 years. Thank you each for your service and dedication to Leadville, and for helping to make this a great place to live, work, and raise a family.

Sincerely,

A handwritten signature in black ink, appearing to read 'Merilee Maupin'. The signature is fluid and cursive, with a large, sweeping initial 'M'.

Merilee Maupin

Leadville Trail 100 Legacy
PO Box 1 Leadville, CO 80461
719-486-1133

1/11/24

Laurie Simonson
City Administrator
800 Harrison Avenue
Leadville, CO 80461

Ms. Simonson and City Council Members,

I understand there is a tie to assume the Ward 2 City Council seat. I urge you to vote to re-appoint Shannon Grant to the seat.

A resident of Leadville for 24 years, I have known Ms. Grant nearly the entire time I have lived here. She raised her family here and has a vested interest in the type of community we create for both our long-term residents and the visitors that are so vital to our local economy. As someone who commutes "over the hill" for work, she brings a unique perspective to the role of council person. She didn't want to leave Leadville for work but needed to support her family and her professional growth. Yet, despite all the commuting time, she has remained engaged and active in a variety of community activities with City Council being the latest leadership role she has stepped up and taken on.

I have not only a personal history with Ms. Grant but a professional one as well. In both the personal and professional arenas of her life she conducts herself with dedication and integrity. If she commits to something, she is going to follow through on what is required of her. I believe she has demonstrated these attributes with not only regular attendance at Council meetings, but by educating herself on the topics before the Council to be prepared for the meetings, engaging in the conversations with an open mind and willingness to consider suggestions/options other than her own as potential solutions.

I believe Ms. Grant is the best candidate for the open seat and ask you to reappoint her to continue representing her ward and our city at large.

Respectfully,

A handwritten signature in black ink, appearing to read "Francine Webber". The signature is stylized and cursive, with a long horizontal stroke at the end.

Francine Webber

1/11/24

Laurie Simonson
City Administrator
800 Harrison Avenue
Leadville, CO 80461

Ms. Simonson,

I am writing to express my support for Shannon Grant to continue representing Ward Two on City Council.

A resident of Leadville for 24 years, I have known Ms. Grant nearly the entire time I have lived here. I find her to be committed to whatever jobs, professional or volunteer, she takes on and her time on City Council has been no different. She seeks to educate herself on the issues before the Council. She is practical in her approach to solving problems and her respectful demeanor allows her to consider varying points of view when evaluating what course of action makes the most sense for our community at large.

Respectfully,

A handwritten signature in cursive script that reads "Roger Webber". The ink is dark and the handwriting is fluid and legible.

Roger Webber

Fwd: Reappoint Shannon Grant

1 message

Shannon Grant [REDACTED] >

Fri, Jan 12, 2024 at 1:04 PM

----- Forwarded message -----

From: **Mike Mathisen** [REDACTED]

Date: Fri, Jan 12, 2024, 1:02 PM

Subject: Reappoint Shannon Grant

To: Shannon Grant [REDACTED] >

To: Leadville City Council
City Administrator

From: Michael Mathisen

Subject: Shannon Grant - Ward 2 Representation

Shannon Grant has worked tirelessly for the community Leadville for over 25 years. Her work with the Leadville Trail 100 was instrumental in making it a world premier event. For the last 1.5 years she has represented Ward 2 with just as much zeal as she did for the Trail 100. Her passion for making a Leadville a better place to live, and a place to do business has been demonstrated in her votes (funding for new community center, better parking regulations, improved short-term rental ideas, etc..)

She is a tireless supporter and volunteer to organizations in Leadville. Examples are the First Presbyterian Church, Ski Cooper Easter Egg Hunt, all the 5K and 10K runs, etc.

In and outside of Leadville Shannon has dedicated her life to enriching the youth of our area and beyond as an educator and educational leader.

Shannon should be reappointed as a member of the Leadville City Council.

Sincerely,

Mike Mathisen

[REDACTED]
[REDACTED]
[REDACTED]
[Leadville, Colorado](#)
[REDACTED]

To the Members of the Leadville City Council,

I am writing this letter to show my support of Shannon Grant returning to the Leadville City Council. Although I have only known Shannon for a few years now, I have consistently witnessed her dedication to the betterment of Leadville. Shannon is passionate about Leadville and has shown her ability to understand complex issues while advocating for inclusive solutions. Her experience, leadership qualities, and commitment to representing the voices of all community members make her an ideal candidate and she should return to her position. I believe Shannon's return to the City Council will undoubtedly contribute to the continued growth and prosperity of Leadville.

Thank you for your time,

A handwritten signature in black ink, appearing to read "Jessica Knowles". The signature is fluid and cursive, with the first name "Jessica" written in a larger, more prominent script than the last name "Knowles".

Jessica Knowles

Fwd: Letter of Rec

1 message

Shannon Grant [REDACTED] >

Fri, Jan 12, 2024 at 8:39 AM

To: "shannon.grant" [REDACTED] >

----- Forwarded message -----

From: **Cain Gipson** [REDACTED] >

Date: Thu, Jan 11, 2024, 3:50 PM

Subject: Letter of Rec

To: [REDACTED] >

Dear City Council,

My name is Cain Gipson I am a resident of Leadville in Ward 2 and a registered voter, I would like to recommend my mother Shannon Grant for reelection for her seat on the council. I have known Shannon Grant my whole life and if there's one person who can make smart and honest decisions it's her. I remember a few months ago when I was in a hiring process for two very well known fire departments near Leadville. I had no idea which one to choose and in a calm manner she laid out pros and cons of both departments and guided me to the best decision I ended up making. Shannon Grant would be a continuing successful city council member and I will again recommend you highly choose her.
Cain Gipson

Allison Hutton

[REDACTED]
[REDACTED]
Leadville, CO 80461

[REDACTED]

[REDACTED]

January 11, 2024

Leadville City Council

Dear City Council,

I would like to recommend Shannon Grant for appointment to the Leadville City Council.

My name is Allison Hutton and I am new to Leadville. I have personally known Shannon for 2 years and I lived with her for a few months during the winter of 2023. I have always found Shannon to be very organized and a rational thinker.

During our time together Shannon enjoys trying to think through my problems with me and find a reasonable solution. I have also seen her take work meetings and she always remains calm and collected when collaborating with her coworkers. She knows how to communicate effectively and stay on top of all the post secondary classes and tasks she is in charge of through Eagle County School District. She goes above and beyond in her work, including applying for grants to give her students more learning supplies.

I am confident that Shannon would be a great fit for reappointment to the City Council. She is passionate in helping her community which would be a great asset for the City Council.

You are welcome to contact me at [REDACTED] if you have any questions or clarifications.

Sincerely,
Allison Hutton

To the Members of the Leadville City Council,

I am writing this letter in support of Shannon Grant's candidacy for a return to the Leadville City Council. Having known Shannon for many years and having worked closely with her for the past four years, I can confidently attest to her passion and commitment to Leadville.

I am confident that Shannon Grant's return to the Leadville City Council will bring continued positive change and progress to our incredible mountain town. Her passion for this community is apparent, and her voice represents not only her own perspective but the collective voice of many residents. I know I trust her to represent me when sitting on town council. Leadville stands to benefit significantly from her continued leadership, dedication, and commitment.

Thank you for considering my perspective,

A handwritten signature in black ink, appearing to read 'Haley Conroy'. The signature is fluid and cursive, with the first name 'Haley' being more prominent and the last name 'Conroy' written in a smaller, more connected script.

Haley Conroy

From: **Justin Lopez** [REDACTED] >

Date: Fri, Jan 12, 2024, 2:19 PM

Subject: City council

To: <[REDACTED]>

Hi my name is Justin Lopez I'm a life time resident and business owner. I support Shannon for city council she has been a member of our community as long as I can remember and I think she has a understanding in what Leadville needs and the direction we need to go moving forward. With that being said she has my full support.

12 January 2024

RE: Appointment of Shannon Grant to Leadville City Council Seat Ward 2b

Mayor Greene and City Council,

I am writing as a private citizen on behalf of Shannon Grant in favor of her appointment to city council seat Ward 2b. Over the last year I have observed Ms. Grant as a representative for the City of Leadville and can attest to her dedication to the people who make up this community.

While I don't always share the same point of view as Ms. Grant, that is precisely why I would like to see her continue to be a voice for Leadville. Too often when we surround ourselves with what we see as like-minded people we neglect to challenge our own ideas and to think critically, and this is exactly what I believe Ms. Grant brings to the table. I've watched her intently listen to issues big and small, take in the information presented and apply serious thought before responding with her opinion which she is not afraid to make known, even if she is the only one standing in that corner.

These qualities are obvious to me and as a member of this community I appreciate the ideas and perspectives she contributes. Above all, I think what I appreciate most about Ms. Grant is her character as an individual. And so, I ask that you appoint Shannon Grant to city council seat Ward 2b for the term beginning in January 2024.

Thank you for your time,



Hannah Scheer



AGENDA ITEM #9B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: January 16, 2024

SUBJECT: Resolution No. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing a Mayor Pro Tem

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:**

Before the City Council is Resolution No. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing a Mayor Pro Tem.

II. **BACKGROUND INFORMATION:**

Pursuant to Leadville Municipal Code (the "Code"), Section 2.08.040, the City Council may appoint one of its own number as mayor pro tem, who shall be entitled to act as Mayor in case the mayor is absent from the City, or is for any reason temporarily unable to perform the duties of office. At the November 7, 2023, regular election, a new Mayor and new members of City Council were elected.

On January 9, 2024, the new members were sworn in and the city's current mayor pro tem was sworn in as the Mayor. Now the new City Council wishes to appoint a new mayor pro tem.

III. **FISCAL IMPACTS:**

There are no fiscal impacts of this Resolution.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing a Mayor Pro Tem.

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. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing a Mayor Pro Tem and appoint _____ as the Mayor Pro Tem."

IX. ATTACHMENTS:

1. Resolution No. 7, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado Appointing a Mayor Pro Tem

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 7
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE,
COLORADO APPOINTING A MAYOR PRO TEM**

WHEREAS, pursuant to Leadville Municipal Code (the “Code”), Section 2.08.040, the City Council may appoint one of its own number as mayor pro tem, who shall be entitled to act as Mayor in case the mayor is absent from the City, or is for any reason temporarily unable to perform the duties of office;

WHEREAS, at the November 7, 2023, regular election, a new Mayor and new members of City Council were elected;

WHEREAS, on January 9, 2024, the new members were sworn in and now the new City Council wishes to appoint a new mayor pro tem.

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

_____ is hereby appointed Mayor pro tem.

This Resolution shall be effective upon its adoption.

ADOPTED this 16th day of January, 2024 by a vote of ___ in favor, ___ against, ___ abstaining, and ___ absent.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 8
SERIES OF 2024**

**A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES
ON THE CITY’S BANK ACCOUNTS**

WHEREAS, pursuant to Section 31-15-302(a) and (b) of the Colorado Revised Statutes (“C.R.S.”), the City Council of the City of Leadville (“City”) has the authority to control the finances and property of the City and to appropriate money for municipal purposes and provide for payment of debts and expenses of the municipality; and

WHEREAS, the City has opened various checking and investment accounts with Community Banks of Colorado; and

WHEREAS, the City Council desires to authorize designated signatories on these accounts in accordance with this Resolution.

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

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

Dana Greene, Mayor
OR
_____, Mayor Pro-tem
AND
Laurie Simonson, City Administrator
OR
Hannah Scheer, City Clerk
OR
Lori Tye, Administrative Assistant

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

M. Christina Floyd, Judge
OR
John Scott, Alternate Judge
OR
Ron Carlson, Alternate Judge
AND
Hannah Scheer, Court Clerk
OR
Laurie Simonson, City Administrator

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

Perla Flores, Police Administrative Supervisor
OR
Joanna Lopez, Police Administrative Assistant
AND
Hannah Scheer, Court Clerk
OR
Laurie Simonson, City Administrator

Section 4. That any of the following are authorized to access the City of Leadville Safe Deposit Box:

Dana Greene, Mayor
OR
_____, Mayor Pro-tem
AND
Laurie Simonson, City Administrator
OR
Hannah Scheer, City Clerk
OR
Lori Tye, Administrative Assistant

Section 5. Any and all Resolutions or parts in conflict or inconsistent with this Resolution are, to the extent of such conflict or inconsistency, hereby repealed; provided however, that the repeal of any such Resolution or part shall not revive any other section or part of any Resolution previously repealed or superseded.

This Resolution shall be effective upon its adoption.

**ADOPTED this 16th day of January 2024 by a vote of __ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Hannah Scheer
City Clerk



AGENDA ITEM #9D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: January 16, 2024

SUBJECT: Resolution No. 9, Series of 2024 - A Resolution of the City of Leadville, Colorado Authorizing the City of Leadville, Colorado to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 9, Series of 2024 - A Resolution of the City of Leadville, Colorado Authorizing the City of Leadville, Colorado to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment.

II. BACKGROUND INFORMATION:

Pursuant to Colorado Revised Statutes ("C.R.S.") Part 7, Article 24, it is lawful for any local government to pool any moneys in its treasury that are not immediately required to be disbursed with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings. The Colorado Local Government Liquid Asset Trust ("Trust") is a statutory trust formed under the laws of the state of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of

Title 11 of the C.R.S. regarding the investing, pooling for investment, and protection of public funds.

The City of Leadville (“City”) was one of the original members of the Trust back in 1986. For some reason in 2016, under then Finance Director Roy McGinnis, the City ceased its participation in the Trust. Staff does not know the reason why the City terminated its participation in the Trust but perhaps it was due to a lack of funds available for the City to invest at that time.

Currently, the City has approximately \$900,000 deposited in a general investment account (checking account) and approximately \$3,200,000 in an operating account (also a checking account) with Community Banks of Colorado. The general investment account earns an interest rate of 0.25% and the operating account earns an interest rate of 0.05%.

In 2023, the City earned about \$2,246 in interest on the general investment account and \$1,463 in interest in 2023 on the operating account for a total interest earned in 2023 of \$3,709. The average interest rate for the Trust “Prime” investment was approximately 4.8% in 2023. Had the City invested \$1,000,000 in the Trust “Prime” investment in 2023, the City would have earned approximately \$49,880.75.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution could be up to \$50,000 in additional revenue to the City per year depending on the amount invested and the interest rate at the time.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 9, Series of 2024 - A Resolution of the City of Leadville, Colorado Authorizing the City of Leadville, Colorado to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment.

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. 9, Series of 2024 - A Resolution of the City of Leadville,

Colorado Authorizing the City of Leadville, Colorado to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment.”

IX. ATTACHMENTS:

1. Resolution No. 9, Series of 2024 - A Resolution of the City of Leadville, Colorado Authorizing the City of Leadville, Colorado to Join with Other Local Governments as a Participant in the Colorado Local Government Liquid Asset Trust to Pool Funds for Investment
2. Colorado Trust Amended and Restated Indenture of Trust
3. Colorado Trust Registration Form
4. Colorado Trust Prime Information Statement
5. Colorado Trust Prime Investment Policy
6. Colorado Trust Brochure
7. Colorado Trust Highlights
8. Colorado Trust December Rate Sheet

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 9
SERIES OF 2024**

**A RESOLUTION OF THE CITY OF LEADVILLE, COLORADO AUTHORIZING THE CITY
TO JOIN WITH OTHER LOCAL GOVERNMENTS AS A PARTICIPANT IN THE
COLORADO LOCAL GOVERNMENT LIQUID ASSET TRUST
TO POOL FUNDS FOR INVESTMENT**

WHEREAS, pursuant to Colorado Revised Statutes (“C.R.S.”) Part 7, Article 24, it is lawful for any local government to pool any moneys in its treasury that are not immediately required to be disbursed with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, the Colorado Local Government Liquid Asset Trust (“Trust”) is a statutory trust formed under the laws of the state of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of Title 11 of the C.R.S. regarding the investing, pooling for investment, and protection of public funds; and

WHEREAS, the City of Leadville desires to become a Participant in the Trust.

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

The City Council hereby:

1) approves, adopts, and thereby joins as a Participant with other local governments pursuant to Part 7, Article 75, Title 24 of the C.R.S. that certain Amended and Restated Indenture of Trust entitled the Colorado Liquid Government Asset Trust dated May 1, 2021 as amended from time to time, the terms of which are incorporated by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and

2) designates as Designee and Authorized Signatories those persons listed on the Trust Registration Form attached to this Resolution and incorporated by this reference. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants’ investment funds; and

3) authorizes the Designee and Authorized Signatories to be changed from time to time by written notice to the Trust.

This Resolution shall be effective upon its adoption.

ADOPTED this 16th day of January 2024 by a vote of __ in favor, ____ against,
_____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Hannah Scheer
City Clerk

COLOTRUST BOARD OF TRUSTEES

COLOTRUST is supervised by a Board of Trustees that administers the affairs of the program and enters into contracts and agreements.

Scott Wright | Chairperson
Town of Avon

James Covington, Lincoln County

Mario Dominguez, City & County of Denver

Sandy Farrell, Eagle County Schools

Brigitte Grimm, Weld County

Steve Hellman, Parker Water & Sanitation
District

Lane Iacovetto, Routt County

Stephanie Juneau, Steamboat Springs
School District

Meredith Quarles, Special District
Association of Colorado

Brett Ridgway, Lewis-Palmer School
District 38

James Ruthven, Serenity Ridge
Metropolitan District No. 2

CONTACT US

Our team of dedicated professionals are committed to assisting Colorado local governments with their cash investment needs.



Casey Gunning

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Investment Services
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(720) 217-9599



Dylana Gross

Director, Investment Services
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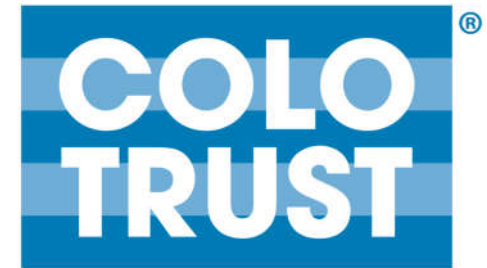
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info@colotruster.com



717 17th Street, Suite 1850
Denver, CO 80202



Established in 1985

**Created for Colorado
Local Governments**

Investing with your peers could mean
more investment income for your
local community.

Join COLOTRUST today!

WHAT IS COLOTRUST?

COLOTRUST PRIME and COLOTRUST PLUS+ are local government investment pools (LGIP) that allow local governments to pool funds together collectively while earning dividends on their investments.

WHO CAN PARTICIPATE?



Counties



Cities



Towns



Fire Districts



Educational Entities



Special Districts

Participation is available to any local government under Colorado state statute.

PERMISSIBLE INVESTMENTS

Investments are made in accordance with Colorado state statutes and the COLOTRUST Investment Policies.

Permissible Investments	PLUS+	PRIME
U.S. Treasury Securities	✓	✓
Repurchase Agreements	✓	✓
Bank Deposits	✓	✓
U.S. Government Agencies	✓	✓
Certificates of Deposit	✓	
Highly Rated Commercial Paper	✓	

COLOTRUST FEATURES

SAFETY

'AAAm' rated by S&P Global Ratings

Investments are made in accordance with Colorado State Statute

Overseen by a Participant-elected Board of Trustees

LIQUIDITY

Same-day availability of funds

No minimum investment requirements or transaction fees

YIELD

Competitive daily yields

Dividends accrue and pay daily

Professionally managed since 1985

CONVENIENCE

Contributions by wire or ACH

Online access for transactions and account statements

Unlimited subaccounts

GET STARTED TODAY

Enrolling in COLOTRUST is simple.

Go to colotruster.com/join for a step-by-step guide on how to become a Participant.

A Few Questions to Ask Yourself When Evaluating an LGIP

- 1 Check the rating of the fund; is it rated 'AAAm'?
- 2 Does the LGIP provide daily liquidity?
- 3 How often do dividends accrue?
- 4 Are there minimum investment requirements?
- 5 How does the yield compare to other daily liquid investment options?
- 6 Are transaction fees incurred?



You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from COLOTRUST for such transactions. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. COLOTRUST is not a bank. An investment in COLOTRUST is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although COLOTRUST PLUS+ and COLOTRUST PRIME seek to preserve the value of your investment at \$1.00 per share, they cannot guarantee they will do so. Please review the COLOTRUST Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



HIGHLIGHTS

A Colorado Local Government Investment Pool Designed with You in Mind

THREE PORTFOLIOS

PRIME, PLUS+, and EDGE

WHO WE ARE

COLOTRUST was created as a local government investment pool with a focus on safety, liquidity, convenience, and a competitive yield. The program provides daily liquidity, and our Participants can view/access their account information 24/7 online. Each portfolio offered by COLOTRUST is 'AAA' rated by a nationally recognized statistical ratings organization.

CLIENT FOCUSED

COLOTRUST provides exceptional, personalized service, and we consider ourselves to be an extension of your team; our dedicated Investment Services Directors and Client Service Department are with you every step of the way. The fund's cut-off time is 11:00 a.m. MT for seamless transacting.

1985

NEARLY 40 YEARS OF SERVICE

COLOTRUST has been serving Colorado local governments since 1985 and remains committed as a fiduciary steward of public funds!

1,907

SERVING YOUR PEERS

COLOTRUST currently serves over 1,900 local governments throughout the state just like yours.

\$14b

ASSETS UNDER MANAGEMENT

COLOTRUST currently manages over \$14 billion between the COLOTRUST PRIME, PLUS+, and EDGE portfolios.

\$234m

INVESTMENT INCOME EARNED

The COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE portfolios earned over \$234 million combined in investment income for the calendar year of 2022..

CONTACT US



Casey Gunning

Senior Director, Investment Services

(720) 217-9599



Dylana Gross

Director, Investment Services

(303) 481-0474



Brett Parsons

Director, Investment Services

(936) 526-9249

Source: Public Trust Advisors, LLC. The information referenced above is as of September 30, 2023 and specific to COLOTRUST.

INVESTING MADE EASY

Which investment option better suits your local government's needs?

Investment Option	PRIME	PLUS+	EDGE
Portfolio Type	Government-style fund	Prime-Style fund	Enhanced Cash
Purpose	Short-term liquidity	Short-term liquidity	Strategic Reserves
Rating	'AAAm'	'AAAm'	'AAAF/SI'
Liquidity Offered	Daily	Daily	Next-Day
Min/Max Investment	None	None	None
Withdrawals	Unlimited	Unlimited	Unlimited
Accounts	Unlimited	Unlimited	Unlimited
Dividend Rate	Applied Daily	Applied Daily	Accrue Daily, Pay Monthly
WAM	≤60 days	≤60 days	> 60 days
Net Asset Value (NAV)	Stable \$1.00 per share	Stable \$1.00 per share	Variable \$10.00 per share

A PROFESSIONALLY MANAGED INVESTMENT OPTION

Our service providers have been carefully selected with the goal of creating an excellent investment experience. Public Trust Advisors, LLC (Public Trust) provides the investment advisory and administration for COLOTRUST, Public Trust has provided these services nationwide for more than a decade.*

CLIENTS LIKE COLOTRUST	SERVICES PROVIDED
California CLASS	Administration & Investment Advisory
FLCLASS	Administration & Investment Advisory
LAMP	Administration
Michigan CLASS	Administration & Investment Advisory
Nebraska CLASS	Administration & Investment Advisory
North Carolina CLASS	Administration & Investment Advisory
NYCLASS	Administration & Investment Advisory
STAR Ohio	Consulting Services
Texas CLASS	Administration & Investment Advisory
TrustIndiana	Administration & Investment Advisory
VIP	Co-Administration & Investment Advisory
Wyoming CLASS	Administration & Investment Advisory

AT A GLANCE

Nearly	Serving Over	SEC Registered
\$77b	6,800	2011
Firm Assets Under Management	Local Governments Nationwide	Over 12 years of Operation

OTHER SERVICE PROVIDERS

Butler Snow, LLP
Legal Counsel

Cohen & Co.
Auditor

UMB Bank, N.A
Custodian

*Public Trust Advisors, LLC began providing services to NYCLASS and Texas CLASS in 2013; Michigan CLASS in 2014; TrustIndiana, LAMP, and FLCLASS in 2015; VIP in 2016; Wyoming CLASS in 2020; Star Ohio in 2021; California CLASS in 2022; and Nebraska CLASS and North Carolina CLASS in 2023.

Source: Public Trust Advisors, LLC. The information referenced above is as of September 30, 2023. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. COLOTRUST is not a bank. An investment in COLOTRUST is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although COLOTRUST PRIME and PLUS+ seek to preserve the value of your investment at \$1.00 per share, it cannot guarantee they will do so. COLOTRUST PLUS+ and PRIME are rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. COLOTRUST EDGE is rated 'AAAF/SI' by FitchRatings. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'SI' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'SI' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk. Please review the COLOTRUST Information Statement(s) before investing. For risks associated with investing in both prime-style, government-style, and enhanced cash-style local government investment pools, please visit www.colotruster.com/rates-disclaimer. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

(877) 311-0219
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www.colotruster.com

COLOTRUST Office
717 17th Street, Suite 1850
Denver, CO 80202



PRIME Information Statement

October 2021

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PRIME Introduction

The Colorado Local Government Liquid Asset Trust (COLOTRUST or the Trust) was organized in 1985 in accordance with the Investment Funds - Local Government Pooling Act, (Part 7, Article 75, Title 24, C.R.S.) to allow Colorado governmental entities to pool their funds to take advantage of short-term investments and maximize net interest earnings. The Trust is a professionally managed local government investment pool trust fund available only to governmental entities in Colorado.

COLOTRUST PRIME (PRIME) is one of three portfolios the Trust offers to Colorado governmental entities that are or become COLOTRUST Participants. As further described herein, PRIME was established by the Trust in accordance with Investment Funds - Local Government Pooling Act, (Part 7, Article 75, Title 24, C.R.S.) PRIME is a professionally managed portfolio consisting of U.S. Treasury securities, certain federal agency or instrumentality securities, repurchase agreements collateralized by such securities, collateralized bank deposits, and 'AAAm' rated government money market funds. PRIME is designed to generate current income while maintaining liquidity and preserving capital.

PRIME was created pursuant to the COLOTRUST Indenture of Trust (the Indenture). The most recently Amended and Restated Indenture was adopted by the COLOTRUST Board of Trustees (the Board) and became effective on May 1, 2021. Governmental entities that participate in the PRIME portfolio are referred to as "Participants" in the Indenture and this Information Statement. The Indenture allows COLOTRUST Participants to register and participate in PRIME. Each potential PRIME Participant receives a copy of the Indenture, the Information Statement, Investment Policy, and current financial statements before becoming a Participant.

Participants

PRIME is available to any Colorado local government that is or becomes a Participant by taking appropriate official action to adopt the COLOTRUST Indenture of Trust, open an account in the Trust, and maintain a balance in the account. Each Participant appoints a Designee, and all official communications between the Trust and a Participant are through the Designee.

Investment Objectives

PRIME is designed to provide daily liquidity while generating current income and preserving capital for Colorado governmental entities by investing only in securities that are legal pursuant to the Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.) and the Public Deposit Protection Act (Articles 10.5 and 47 of Title 11, C.R.S.) (the Statutes).

PRIME is presently allowed by the Trust's investment policies to maintain a portion of its assets in U.S. Treasury securities or repurchase agreements collateralized by U.S. Treasury securities. It may also invest assets in securities of a Federal Farm Credit Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National

Mortgage Association, the Government National Mortgage Association, and other federal instrumentality or agency security permitted by the Legal Investments Act, repurchase agreements collateralized by those securities, collateralized bank deposits, and 'AAAm' rated government money market funds. The PRIME portfolio may be invested in securities with a maximum maturity of 397 days for fixed rate debt and 762 days for sovereign government floating-rate debt. The PRIME portfolio is limited to an average weighted maturity not to exceed 60 days to reset and 120 days to final. PRIME seeks to maintain a stable Net Asset Value (NAV) of \$1.00 per share.

COLOTRUST is registered with the Securities Commissioner of the State of Colorado in accordance with the Local Government Investment Pool Trust Fund Administration and Enforcement Act (Part 9, Article 51, Title 11, C.R.S.).

COLOTRUST adheres to the Financial Accounting Standards Board (FASB) guidelines for its accounting and financial reporting principles. In accordance with FASB guidance, the Trust utilizes ASC 820 "Fair Value Measurement and Disclosure" to define fair value, establish a framework for measuring fair value, and expand disclosure requirements regarding fair value measurements.

COLOTRUST PRIME is rated 'AAAm' by S&P Global Ratings. S&P's definition of a 'AAAm' rating is "safety is excellent" and a fund has "superior capacity to maintain principal value and limit exposure to loss." These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

No assurance can be given that the Trust will achieve its investment objective or that any benefits described in this information statement will result from the investment of monies in the Trust.

Income Allocations

All net income of the PRIME portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income that has thus accrued to the Participants is converted as of the close of business of each day into additional shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for each portfolio each day consists of (1) all accrued interest income on assets of the portfolio; plus or minus (2) any amortized purchase discount or premium; less (3) accrued expenses.

Determination of Net Asset Value

The Trust determines the NAV of the shares of PRIME as of the close of business each day. The NAV per share of the PRIME portfolio is computed by dividing the total value of the securities and other assets of prime, less any liabilities, by the total outstanding shares of the PRIME portfolio. Liabilities, which include all expenses and fees of the PRIME portfolio, are accrued daily.

For the purpose of calculating the NAV per share, the securities held by PRIME are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which PRIME shares are sold and redeemed will not reflect net realized or unrealized gains or losses on securities that amount to less than \$.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net unrealized gains or losses should exceed \$.005 per share, the NAV per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of PRIME to maintain a NAV of \$1.00 per share, but for the reasons herein stated there can be no assurance that the NAV will not vary from \$1.00 per share. The NAV per share of PRIME may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

Description of Shares

The beneficial interests of the Participants in the assets of the PRIME portfolio and the earnings thereon are, for convenience of reference, divided into shares that are used as units to measure the allocation of beneficial interest among Participants. All shares participate equally in distributions and have equal liquidation and other rights. The shares have no preference, conversion, exchange, or preemptive rights. For all matters requiring a vote of Participants, each Participant, through its Designee, is entitled to one vote with respect to each matter, without regard to the number of shares held by the Participant.

Eligible Investments

The PRIME portfolio invests in securities that are legal pursuant to the Statutes. For a more complete description of permitted investments please refer to the PRIME Investment Policy, available on www.colotrust.com.

Investment Restrictions

The Trust may buy and sell and enter into agreements to buy and sell the permitted investments subject to the restrictions described below. These restrictions are considered to be fundamental to the operation and activities of the Trust and may not be changed without a majority vote of the Participants.

1. The Trust may not make any investment other than a permitted investment.
2. The Trust may not make any investment other than investments authorized by the Board's investment policy, Indenture, and the statutes of the state of Colorado, as the same may be amended from time to time; provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's home rule charter or elsewhere.
3. The PRIME portfolio may invest in permitted securities with maximum maturities as outlined by the Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.).
4. The Trust may neither borrow money nor incur indebtedness whether or not the proceeds thereof are intended to be used to purchase permitted investments except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of PRIME portfolio investments and only as to the extent permitted by law.
5. The Trust may not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any member of the Board (Trustee), or with any affiliate, officer, director, employee, or agent of any of them.

The Trust may not enter into any repurchase agreements for any securities that are not listed as "permitted investments" in the previous section. In addition, all such agreements must be initially collateralized at 102% and additional securities must be provided if the market value of the collateral falls below 101.5%.

Computation of Yield

The Trust quotes a daily and seven-day average yield for the PRIME portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. The Trust may also quote the PRIME portfolio yield from time-to-time on other bases for the information of its Participants.

The yields quoted from time-to-time should not be considered a representation of the yield of the PRIME portfolio in the future since the yield is not fixed. Actual yields will depend not only on the type, quality, and maturities of the investments held by the PRIME portfolio and

changes in interest rates on such investments but also on changes in the portfolio's expenses during the period.

Yield information may be useful in reviewing the performance of the PRIME portfolio and for providing a basis for comparison with other investment alternatives.

Investment Risks

There are several risks associated with pooled investments. Such risks could adversely impact the pool's performance, or in extreme instances lead to a loss of the principal investment.

Credit Risk – Credit risk results from the possibility that an issuer of a security defaults by failing to pay the principal or interest in a timely manner. Any negative change to the credit quality of the PRIME portfolio holdings could lead to a decline in share price.

Interest Rate Risk – The potential that changes in overall interest rates could negatively impact the values of the fixed-income securities held within the PRIME portfolio. Changes to interest rates tend to have a greater impact on longer maturity fixed-income securities.

Liquidity Risk – Liquidity risk results from the inability to efficiently convert assets into cash without suffering losses.

Other Forms of Risk – Investing involves risks including the possible loss of principal that PRIME investors would have to bear. The investment decisions made by COLOTRUST for Participants are subject to certain risks and such decisions may not always be profitable. COLOTRUST does not guarantee returns or performance against stated benchmarks. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments.

Suitability

It is the PRIME investors' responsibility to review the PRIME Information Statement and Investment Policy in order to determine whether PRIME is a suitable and eligible investment under the investors' relevant Investment Policy.

Fees and Expenses

The Trust has entered into an agreement with Public Trust Advisors, LLC, effective February 7, 2020 whereby Public Trust is paid a fee, calculated daily and paid monthly, at an annual rate of up to 0.12% (12 basis points) of the individual PRIME investment of each Participant. This fee will accrue on a daily basis for the duration of the investment in PRIME. Public Trust may, from time-to-time, choose to voluntarily waive fees for the benefit of the fund participants.

Public Trust is responsible for payment of the costs of operation of the Trust including but not limited to Administrator and Investment Advisor fees, Custodian fees, ratings agency fees, operational, and marketing expenses.

Withdrawals

Withdrawals from the PRIME portfolio may be made by wire transfer, ACH funds, or transfer between Participants. Requests for withdrawal from accounts with pre-established wire instructions in the PRIME portfolio will be honored on a same day basis if received prior to 11:00 a.m. The Trust requests 24-hour notice for wire transfer withdrawals of \$1 million or more.

Investing in PRIME

PRIME is available to existing Participants as well as to new Participants. Prior to investing in PRIME, Participants are required to submit a PRIME Account Registration Form, which is available on www.colotrust.com.

Upon the Participants' receiving acknowledgement of PRIME registration from COLOTRUST, shares of PRIME are acquired by the Participant in the portal or by check contribution form. There is no minimum initial investment amount, nor a minimum required balance after the purchase is made. PRIME contributions and transfers must be submitted via the portal by 11:00 am MT. Funds received after 11:00 a.m. but before 4:00 p.m. (late funds) will be invested overnight by the Trust's Administrator in the Trust's interest-bearing bank account at UMB Bank that is fully collateralized in compliance with the Public Deposit Protection Act, Article 10.5 of Title 11 C.R.S. All interest earnings attributable to late funds invested in the Trust's interest-bearing bank account will be distributed on a pro rata basis to each Participant's account the next business day.

Reporting

Each Participant receives quarterly and annual financial statements of the Trust as well as a monthly statement of the Participant's PRIME account(s). The annual financial statements are issued as of the Trust's fiscal year end on December 31 each calendar year. Participants are advised to review the financial statements of the Trust that are furnished to them. The reports also include sufficient information to establish compliance with the investment policy established in the Indenture and other information required by the statutes of the state of Colorado and by regulations promulgated by the Securities Commissioner of the State of Colorado.

The Trust answers inquiries from Participants at any time during business hours. Inquiries may be made by mail, email at info@colotrust.com, via the Internet at www.colotrust.com, or by phone at (303) 864-7474 from the Denver area or at (877) 311-0219 outside of the Denver area. The telefax number is (877) 311-0220. The mailing address is COLOTRUST, 717 17th Street, Suite 1850, Denver, Colorado 80202.

Statements

In addition to the quarterly and annual financial statements of the Trust, a monthly statement is provided for the accounts of PRIME Participants. In addition to the fair value NAV, the Statement will provide the month's beginning balance, purchases, redemptions, income earned, income earned year-to-date, month-end balance, and transaction activity summary.

Board of Trustees

The Board is responsible for assuring compliance with the Indenture and the investment restrictions therein. The Board has the power to administer the Trust and the affairs of the Trust. Further information about the COLOTRUST Board of Trustees, its structure, roles and responsibilities is available on www.colotruster.com and in the COLOTRUST Information Statement.

The Board is responsible for the investments of the Trust and for the general administration of the business and affairs of the Trust; however, the Trustees are not required personally to conduct all of the business of the Trust and consistent with its ultimate responsibility, the Board has appointed an Administrator, an Investment Advisor, a Custodian, Legal Counsel, and an Independent Accountant. The Board may assign such duties to the Administrator, Investment Advisor, and Custodian as it deems to be necessary or desirable for the efficient management of the Trust.

The Investment Advisor and Administrator

Pursuant to an agreement with the Trust, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Denver, Colorado.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the net asset value of the Trust, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon a number of factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards such as the performance of comparable money market mutual funds and various indices of money market securities.

The Agreement with Public Trust may not be assigned, by operation of law or otherwise, by Public Trust, without the express written consent by the Trust and may be terminated without penalty on 45 days written notice at the option of the Trust or Public Trust.

The Trust is prohibited from buying securities from and selling securities to Public Trust and any of its affiliates.

Custodian

UMB Bank, N.A. serves as Custodian for the Trust pursuant to a Custodian Agreement. UMB Bank acts as safekeeping agent for the Trust's investment portfolios and serves, in accordance with the statutes of the state of Colorado, as the depository in connection with the direct investment and withdrawal mechanisms of the Trust. UMB Bank does not participate in the Trust's investment decision-making process.

On occasion, the Trust uses other custodians for some permitted investments such as tri-party repurchase agreements.

The Custodian Agreements remain in effect until terminated by either the Trust or the Custodian. The Agreements are not assignable without the prior written consent of the Trust and may be terminated without penalty on 60 days written notice at the option of the Trust or the Custodian.

Legal Counsel

At the present time, Butler Snow, LLP serves as General Counsel to the Trust.

Independent Accountants

At the present time, CliftonLarsonAllen, LLP serves as independent certified public accountants to audit the annual Financial Statements of the Trust. The audit contains statements of assets and liabilities, of operations, and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards.

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, please contact us. Additionally, this registration provides no guarantee of return or protection against loss. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.** No assurance can be given that PRIME will achieve its investment objective.

This is not a Stable NAV fund. While it seeks to establish a transactional share price of \$10.00 per share, the possibility of a higher amount of unrealized/realized losses than unrealized/realized gains implies that the NAV could decline below the \$10.00 transactional share price and that shareholders will execute purchases and redemptions at that NAV.

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PRIME Investment Policy

Effective October 1, 2021

Introduction

COLOTRUST is a statutory trust organized and existing under the laws of the state of Colorado in accordance with the provisions of the Investment Funds Local Government Pooling Act (Part 7, Article 75, Title 24, C.R.S.), the Funds Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.), and the Public Deposit Protection Act (Articles 10.5 and 47 of Title 11, C.R.S.). COLOTRUST is registered with the Securities Commissioner of the State of Colorado as required by the Local Government Investment Pool Trust Fund Administration and Enforcement Act (Part 9, Article 51, Title 11, C.R.S.)

COLOTRUST currently offers three portfolios, COLOTRUST PRIME, COLOTRUST PLUS+ and COLOTRUST EDGE.

COLOTRUST provides a professionally managed investment program for local governments. The general objective of COLOTRUST PRIME is to generate a high level of investment income for the Participants while maintaining liquidity and preserving capital by investing only in investments authorized by the Statutes.

No assurance can be given that COLOTRUST will achieve its investment objective or that any benefits described in the information statements will result from the investment of moneys in COLOTRUST.

COLOTRUST is specifically designed for Colorado local governments. Accordingly, COLOTRUST has limited its portfolios by investing only in instruments permitted under the Legal Investments Act (Permitted Investments). The COLOTRUST Board of Trustees maintains investment policies for COLOTRUST that are, by nature, more restrictive than the Legal Investments Act. Participants receive 30 days prior notice of any changes in the investment policies.

PRIME Investment Policy

This Investment Policy restricts the COLOTRUST PRIME portfolio to the following:

Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment:

- The maximum final maturity per fixed United States Treasury investment is 13 months (397 days).
- The maximum final maturity per floating United States Treasury investment is two years (762 days).

Any security issued by, fully guaranteed by, or for which the full credit of the following is pledged for payment: The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Export-Import Bank, the Tennessee Valley Authority, the Government National Mortgage Association, the World Bank, or an entity/organization that is not listed in this paragraph but that is created by, or the creation of which is authorized by, legislation enacted by the United States Congress and that is subject to control by the Federal government that is at least as extensive as that which governs an entity or organization listed in this paragraph. No subordinated security may be purchased pursuant to this paragraph.

- The maximum exposure per U.S. government related/guaranteed issuer is 33%.
- The maximum final maturity per U.S. government related/

guaranteed fixed-rate investment is 13 months (397 days).

- The maximum final maturity per U.S. government related/guaranteed floating rate investment is two years (762 days).

Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities in accordance with C.R.S. 24-75-601.1.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable COLOTRUST annexes must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with COLOTRUST Board approved counterparties and third-party custodians (acting for both the party and the counterparty). These third-party custodians are not permitted to hold deposits for COLOTRUST and are therefore not required to meet the Colorado PDPA requirements.

Written tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the tri-party

custodian agreement: U.S. Treasuries (bills, bonds, notes, strips), Federal National Mortgage Association (FNMA), Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Banks (FFCB), GNMA I/II Single Family, GNMA I/II Others-Fixed Rate, GNMA I/II Others, Adjust Rate and Agency Mortgage Backed (Pass-Through Fixed Rate and Pass-Through Adjustable Rate).

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two and five business days, a maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five business days, a maximum of 5% of the portfolio.
- TRAs shall not exceed 30 calendar days.
- TRAs shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between COLOTRUST and the various approved counterparties require that the aggregate market value of all purchased securities from any particular counterparty be at least 102% (the margin) of the aggregate purchase price of the purchased securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing, positive relationships between COLOTRUST and the

various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the portfolio manager may use discretion before directing that a counterparty supply additional purchased securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the portfolio manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

Any deposit that meets the requirements in the Public Deposit Protection Act under CRS 11-10.5-107, et seq.

Any money market fund that is registered as an investment company under the Federal Investment Company Act of 1940, as amended if, at the time COLOTRUST invests in such fund:

- The investment policies of the fund include seeking to maintain a constant share price;
- No sales or load fee is added to the purchase price or deducted from the redemption price of the investment;
- The investments of the fund consist only of securities with a maximum remaining maturity as specified in Rule 2a-7 under the Federal Investment Company Act of 1940, as amended or any successor

regulation under such act regulating money market funds, so long as such Rule 2a-7 is not amended to or such successor regulation does not increase the maximum remaining maturity of such securities to a period that is greater than three years and if the fund has assets of one billion dollars or more or has the highest current credit rating from one or more NRSRO;

- The dollar-weighted average portfolio maturity of the fund meets the requirements specified in Rule 2a-7 under the Federal Investment Company Act of 1940, as amended or any successor regulation under such act regulating money market funds, so long as such Rule 2a-7 is not amended to increase the dollar weighted average portfolio maturity of a fund to a period greater than one hundred eighty days.
- No more than 10% of the portfolio may be invested in any single AAAM rated money market fund that meets the above criteria.

Adopted April 22, 1985

Revised October 16, 1992

Revised February 19, 1999

Revised May 5, 2000

Revised October 3, 2003

Revised December 3, 2004

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Approved October 1, 2021

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Indenture of Trust

May 1, 2021

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May 1, 2021

THIS AND AMENDED INDENTURE OF TRUST is adopted to be effective [date].

WHEREAS, the Colorado Local Government Liquid Asset Trust was originally created by an Indenture of Trust dated January 1, 1985, and

WHEREAS, that Indenture of Trust was amended on October 12, 1987; January 1, 1995; April 15, 1999; December 6, 2002; October 3, 2003; December 4, 2009; January 1, 2016; January 19, 2017; April 1, 2019; and May 1, 2021.

WHEREAS, those Indentures of Trust were adopted pursuant to the provisions of Part 7 of Article 75 of Title 24, Colorado Revised Statutes entitled "Investment Funds – Local Government Pooling" (the Pooling Act), whereby any county, city and county, city, town, school district or special district, or other political subdivision of the state, or any department, agency, or instrumentality thereof, or any political or public corporation of the state (a local government) is authorized to pool any moneys in the treasury of such local government that are not immediately required to be disbursed with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, pursuant to those Indentures of Trust, numerous local governments (the Participants) have pooled such moneys and acquired beneficial interests in the assets of the Colorado Local Government Liquid Asset Trust (the Trust); and

WHEREAS, it is the intent and purpose of this Restated and Amended Indenture of Trust (the Indenture) to provide for the investment and deposit of the pooled funds in only those legal investments for local governments in accordance with Part 6 of Article 75 of Title 24, Colorado Revised Statutes entitled Funds – Legal Investments, (the Legal Investments Act), and Articles 10.5 and 47 of Title 11, Colorado Revised Statutes entitled the Public Deposits Protection Act (the PDPA); and

WHEREAS, the beneficial interests in the assets of the trust fund created pursuant to the provisions of this Indenture shall be divided into non-transferable shares; and

WHEREAS, the Participants anticipate that other local governments of the state of Colorado may wish to become Participants by adopting this Indenture; and

WHEREAS, this Amended and Restated Indenture of Trust incorporates various amendments up to and including the amendments made by the Board of Trustees to be effective May 1, 2021.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise, and agree for themselves,

their respective representatives, successors, and assigns that all moneys, assets, securities, funds, and property now or hereafter acquired by the Trust under this Indenture shall be held and managed in trust for the benefit of the holders of record from time-to-time of Shares of beneficial interests herein subject to the terms, covenants, conditions, purpose, and provisions hereof.

Article 1

The Trust

1.1. Name - The name of the trust created by this Indenture shall be Colorado Local Government Liquid Asset Trust and the Board shall conduct the Trust's activities, execute all documents, and sue or be sued under that name. The Board may use such other designations, including COLOTRUST, and may adopt such other name or names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the state of Colorado or the United States of America so as to protect and reserve the right of the Trust in and to such names.

1.2. Purpose; Participant Requirements; and Changes of Incumbency

a. The purpose of the Trust is to provide a local government investment pool trust pursuant to the Pooling Act through which a local government may pool any moneys in its treasury which are not immediately required to be disbursed with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net investment earnings in accordance with the provisions of the Legal Investments Act, the PDPA, and other laws of the state of Colorado, from time-to-time in effect, governing the investment of moneys in the treasury of a local government.

b. Only those local governments that have adopted this Indenture, or a predecessor indenture, and have complied with the provisions thereof are Participants.

c. Each local government adopting and executing this Indenture after the effective date hereof, and otherwise complying with the provisions hereof, shall become a Participant upon depositing into the Trust the minimum total investment as that amount is set, from time-to-time, by the Board.

1.3. Location - The Trust shall maintain an office of record in the state of Colorado that shall be the repository for the primary records of the Trust and may maintain such other offices or places of business as the Board may from time-to-time determine. The office of record may be changed from time-to-time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

1.4. Nature and Indenture of Trust

a. The Trust shall be a statutory trust organized and existing under the laws of the state of Colorado. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Trust shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

b. The Indenture is an agreement of indefinite term regarding deposit, redeposit, investment, reinvestment, and withdrawal of local government funds in accordance with the Pooling Act, the Legal Investments Act, and the PDPA.

c. The Board may authorize the creation of one or more different portfolios provided that each such portfolio shall conform in all respects to the requirements of this Indenture.

d. The Board may authorize the use of the names Colorado Local Government Liquid Asset Trust and COLOTRUST in conjunction with other products and services that provide investment, financial, or other cash management services to local governments.

1.5. Definitions - As used in this Indenture, the following terms shall have the following meanings. These definitions are intended to supplement the definitions contained in Part 7 of Article 75 of Title 24 of the Colorado Revised Statutes and in the event of any conflicts, the more restrictive shall apply.

“Administrative Agreement” shall mean the agreement between the Board on behalf of the Trust and the Administrator.

“Administrator” shall mean the person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article IV hereof.

“Affiliate” shall mean, with respect to any person, another person directly or indirectly controlled, controlled by, or under common control with such person, or any officer, director, partner, or employee of such person.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in Denver, Colorado, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Board" shall mean the Board of Trustees elected by the Participants to administer and supervise the affairs of the Trust.

"Custodian" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article V hereof.

"Custodian Agreement" shall mean the agreement between the Board on behalf of the Trust and the Custodian.

"Designee" shall mean the individual designated as such by the Participant in writing. Said Designee shall be the legal representative to act for and on behalf of each Participant. Each Participant may designate Alternate Designees.

"Eligible Public Depository" shall mean an eligible public depository as defined in the PDPA.

"Indenture" shall mean this Indenture of Trust as it may be amended from time-to-time.

"Information Statement" shall mean an information statement or other descriptive document for a Portfolio adopted as such by the Board from time to time and distributed to Participants and potential Participants.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article VI hereof and shall include any Investment Advisor Representative.

"Investment Advisor Agreement" shall mean the agreement between the Board on behalf of the Trust and the Investment Advisor.

"Legal Investments Act" shall mean Part 6, Article 75, Title 24, C.R.S. as amended and as it may be amended from time-to-time.

"Local Government" shall mean any county, city and county, city, town, school district, special district, or other political subdivision of the state of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the state of Colorado.

"Participants" shall mean the local governments that are the Participants as of the date this Restated and Amended Indenture is adopted and the local governments that adopt and execute this Indenture and that comply with its terms.

"PDPA" shall mean Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes as amended and as they may be amended from time-to-time.

“Permitted Investments” shall mean the investments referred to in Section 7.3.b.

“Person” shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trust, business trust, or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

“Portfolio” means a subaccount of the Trust which is invested in specified classes of Permitted Investments with the same limits on purchase price, maximum maturity, weighted average maturity, right of redemption, and the price, terms and manner of redemption, all as set forth in an investment policy for such subaccount approved by the Board.

“The Pooling Act” shall mean Part 7 of Article 75 of Title 24 of the Colorado Revised Statutes as amended and as it may be amended from time-to-time.

“Share” shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in a Portfolio which is part of the Trust Property as described in Article IX.

“Trust” shall mean the trust created by this Indenture of Trust.

“Trust Property” shall mean, as of any particular time, any and all property, real, personal, or otherwise, tangible or intangible, that is transferred, conveyed, or paid to the Trust and all income, profits, and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust.

“Trustee” shall mean any member of the Board.

Article 2

The Participants

2.1. General Powers - The Participants shall have full, exclusive, and absolute power of supervision over the Trust and the affairs of the Trust.

2.2. Election of Board of Trustees - The Participants shall elect the members of the Board of Trustees.

2.3. Exercise of Participants' Rights - All rights of the Participants as set forth in this Indenture shall be exercised by their respective Designee or Alternate Designee. Wherever in this Indenture action is required by or allowed to a Participant,

such action shall be taken by the Designee or Alternate Designee on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Designee.

2.4. Voting - Each Participant, through its Designee or an Alternate Designee, shall be entitled to one vote as a matter of right with respect to the following matters:

- a. Election of the Board;
- b. Amendment of this Indenture;
- c. Termination of the Trust; and
- d. Reorganization of the Trust.

It shall not be necessary for any minimum number of Shares other than one to be allocated to a Participant for the Participant to be entitled to vote.

2.5. Annual Vote - The annual vote shall be completed by February 1 of each year. The vote shall include the election of the members of the Board and may include such other questions or consideration of such other matters as Participants may be entitled to vote upon as the Board may determine. The Board shall provide for the nomination of candidates, the mailing of the ballots, and for such other matters deemed necessary or desirable for the conduct of the election.

2.6. Right to Initiate a Vote of the Participants - The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent of the Participants, have the right to initiate a vote of the Participants as to any matter described in Section 2.5. Within 60 days of receipt of such instrument(s), the Board shall cause a ballot to be sent to each Designee, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

2.7. Inspection of Records - The records of the Trust shall be open to inspection as provided by the Pooling Act.

2.8. Meetings of the Participants

- a. Meetings of the Participants may be called at any time by a majority of the Board and shall be called upon written request of the lesser of 25 or ten percent of the Designees. Such request shall specify the purpose(s) for which

such meeting is to be called. Any such meeting shall be held within the state of Colorado at such place, on such day and at such time as the Board shall designate, provided that a meeting requested by the Designees shall be held within 60 days of such request or on such other date contained in the request but not less than 30 days from the date of the request.

b. Ten percent of the Designees entitled to vote shall constitute a quorum. A Designee may vote in person or by proxy. Any Designee may attend by conference telephone or similar communication equipment if all persons participating are able to communicate with each other.

2.9. Notice to Participants

a. Any notice required to be given to the Participants including notice of all meetings of the Participants shall be given by delivering by mail or electronically the notice to the Designee of each Participant at the address shown in the records of the Trust.

b. In the case of a meeting of the Participants any notice shall be delivered at least 20 days before the meeting. The notice shall state the time, place, and purposes of the meeting. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice.

c. Any notice required by Part 4, Article 6, Title 24 shall also be given. Any publication or posting deemed necessary or advisable shall be made in such newspaper(s) and posted at such places as designated by the Board.

2.10. Proxies - At any meeting of the Participants, any Designee entitled to vote may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust or with such other officer or agent of the Trust as the Secretary of the Trust may direct. Pursuant to a resolution of a majority of the Board, proxies may be solicited in the name of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Designee at any time prior to the vote.

2.11. Record Date of Meetings and Votes - For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or for the purpose of any other action, the Board may fix a date no more than 30 days prior to the date of any meeting or vote of the Participants or other action as a record date for delivering notice to the Participants. No Participant shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in

such vote, unless it has Shares allocated to it at the time of the meeting. Any Participant becoming such prior to the meeting shall be entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote and to be treated as a Participant for all purposes.

2.12. Number of Votes - Only Participants of record shall be entitled to vote, and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Those Participants not involved in the challenge shall determine any such challenge, and their decision shall be final. The approval of a simple majority of those voting shall be sufficient to approve any action at a meeting or other election of the Participants except as provided in Sections 7.8 and 14.1.

Article 3

The Board of Trustees

3.1. General Powers - Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

3.2. Annual Report

- a. The Board shall cause to be prepared at least annually:
 - i. A report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with United States generally accepted accounting principles;
 - ii. An opinion of an independent certified public accountant on such financial statements based on an examination of the books and records

of the Trust made in accordance with United States generally accepted auditing standards;

iii. Sufficient information to establish compliance with the investment policy established in this Indenture; and

iv. Such other information as may be required by the Pooling Act or by regulations promulgated by the Securities Commissioner of the state of Colorado.

b. The Board shall cause copies of the annual report to be delivered to all Participants of record within five business days from the receipt thereof.

3.3. Other Reports - The Board shall also furnish to the Participants, at least quarterly, a report of operations including a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust and such other information as the Board may include or as may be required by the Pooling Act or by regulations promulgated by the Securities Commissioner of the state of Colorado.

3.4. Legal Title - Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other person as nominee, on such terms, in such manner, and with such powers as the Board may determine, so long as in its judgment the interest of the Trust is adequately protected.

3.5. Execution of Documents - All documents or instruments that require a signature shall be signed by the Chairman or by such other person as so designated by resolution of the Board. The Board may authorize the use of facsimile signatures or other legal signatures.

3.6. Delegation; Committees, Bylaws; Policies; Procedures - The Board shall have full and complete power to delegate, from time-to-time, to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Administrator, the Custodian, and/or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time-to-time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time-to-time, amend or repeal by-laws, policies, or procedures for the conduct of the business of the Trust. Such

by-laws, policies, or procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

3.7. Payment of Expenses

a. The Board shall have full and complete power:

i. To incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

ii. To reimburse others for the payment therefore; and

iii. To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Board has contracted or transacted business.

b. The members of the Board shall not be paid compensation for their general services as such. Board members may be reimbursed for expenses reasonably incurred on behalf of the Board and for attendance at Board meetings and other Trust related activities.

3.8. Fiscal Year; Accounts - The Board shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time-to-time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Board, the fiscal year of the Trust shall commence on January 1 and terminate on December 31.

3.9. Power to Contract, Appoint, Retain, and Employ -

a. The Board is responsible for the investments of the Trust consistent with the investment policy established in this Indenture and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, to:

i. Serve as Investment Advisor to the Trust;

ii. Serve as Administrator of the Trust;

- iii. Serve as Custodian for the Trust;
- iv. Furnish reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;
- v. Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;
- vi. Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investments; or
- vii. Assist in the performance of such other functions necessary in the management of the Trust.

b. The same person may serve simultaneously as the Administrator and as the Investment Advisor, but no person serving as the Administrator or the Investment Advisor may serve as the Custodian.

3.10. Insurance - The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability.

3.11. Seal - The Board shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Board, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument, or other paper executed and delivered by or on behalf of the Trust.

3.12. Remedies - Notwithstanding any provision in this Indenture, when the Board deems that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Board shall have full and complete power to pursue any remedies permitted by law that, in their sole judgment, are in the interests of the Trust, and the Board shall have full and complete power to enter into any investment, commitment, or obligation of the Trust resulting

from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.13. Information Statement - The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding a Portfolio of the Trust and to amend or supplement the same from time-to-time. The Information Statement shall include but not be limited to the following:

- i. Credit standards for the Portfolio investments;
- ii. The safekeeping practices utilized for the Trust;
- iii. Maximum and minimum account sizes;
- iv. Maximum and minimum transaction sizes for deposits to and withdrawals from Participants' accounts;
- v. Instructions for establishing accounts and making deposits to and withdrawals from Participants' accounts;
- vi. The method for disclosure of administrative and associated costs incurred by the Trust;
- vii. Information regarding the purchase of surety or other bonds necessary to protect the Trust;
- viii. Whether or not the Portfolio will be managed to maintain a constant net asset value;

3.14. Further Powers - The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of the Trust although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Board in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Board.

Article 4

Administrator

4.1. Appointment - The Board may appoint one or more persons to serve as the Administrator of the Trust.

4.2. Duties of the Administrator - The duties of the Administrator shall be those set forth in an Agreement to be entered into between the Board on behalf of the Trust and the Administrator. Such duties may be modified by the Board from time-to-time. Any such agreement may authorize the Administrator to employ other persons to assist in the performance of its duties. Any such Agreement shall provide that it may be terminated without cause and without the payment of any penalty on 45 days written notice.

4.3. Successors - In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

Article 5

Custodian

5.1. Appointment - The Board, on behalf of the Trust, shall employ a bank or trust company organized under the laws of the United States of America or the state of Colorado having an office in the state of Colorado and having a capital and surplus aggregating at least \$250 million (or such other amount as set by the Board) as Custodian subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian. Such Custodian must be certified as a qualified public depository as defined by the PDPA.

5.2. Duties of Custodian - The Custodian shall have such duties as are set forth in the Custodian Agreement and the Pooling Act. Such Agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty on 45 days written notice.

5.3. Successors - In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

Article 6

Investment Advisor

6.1. Appointment - The Board may appoint one or more persons to serve as the Investment Advisor of the Trust.

6.2. Duties of the Investment Advisor - The duties of the Investment Advisor shall be those set forth in an Agreement to be entered into between the Board on behalf of the Trust and the Investment Advisor. Such duties may be modified by the Board from time-to-time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. Any such Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the Agreement. Any such Agreement shall also provide that it may be terminated without cause and without the payment of any penalty on 45 days written notice.

6.3. Successors - In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

Article 7

Investments

7.1. Statement of Investment Policy and Objective - The Trust is the original local government investment pool trust and was established to provide safety, liquidity, service, and income to Colorado local governments.

7.2. Restrictions Fundamental to the Trust - Notwithstanding anything in this Indenture that may be deemed to authorize the contrary, the Board:

- a. May not make any investment other than investments authorized by this Indenture, the Pooling Act, the Legal Investments Act, the PDPA, or any other applicable provisions of law as the same may be amended from time-to-time, provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's home rule charter or elsewhere;
- b. May not purchase any Permitted Investment that has a maturity date greater than allowed by the Legal Investments Act or the PDPA.
- c. May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments except as

a temporary measure to facilitate withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law;

d. May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

e. May not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any member of the Board or any affiliate, officer, director, employee, or agent of any of them.

7.3. Permitted Investments - The Board shall have full and complete power:

a. to conduct, operate, and provide investment programs for the pooling of surplus funds of local governments to take advantage of short-term investments and maximize net interest earnings; and

b. for such consideration as it may deem proper and as may be required by law, to deposit, to subscribe for, invest in, assign, transfer, exchange, distribute, and otherwise deal in or dispose of investment instruments that are permitted under the PDPA or the Legal Investments Act;

c. to contract for and enter into agreements with respect to the purchase and sale of investments permitted under the Legal Investments Act; and

d. to provide for the portfolio concentrations permitted by the Legal Investments Act for each type of security.

7.4. Disposition of Assets - The Board shall have full and complete power to sell, exchange, or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements, and reservations as they shall deem proper and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

7.5. Collection - The Board shall have full and complete power:

i. to collect, sue for, receive, and receipt for all sums of money or other property due to the Trust;

ii. to consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations;

- iii. to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Trust Property;
- iv. to foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts by virtue of which any sums of money are owed to the Trust;
- v. to exercise any power of sale held by them and to convey good title thereunder free of any and all trusts and in connection with any such foreclosure or sale to purchase or otherwise acquire title to any property;
- vi. to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee, or other person, any securities, investments or obligations of any person who form a part of the Trust Property for the purpose of such reorganization or otherwise;
- vii. to participate in any arrangement for enforcing or protecting the interests of the Trust as the owner or holder of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement;
- viii. to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into release, agreements, and other instruments; and
- ix. to pay or satisfy any debts or claims upon any evidence that the Board shall deem sufficient.

7.6. Deposits - Subject to the provisions of the PDPA, the Board shall have full and complete power to deposit any moneys or funds included in the Trust Property with an eligible public depository. Such deposits are to be subject to withdrawal in such manner as the Board may determine, and the Board shall have no responsibility for any loss that may occur by reason of the failure of the bank, trust company, or other banking institution with which the moneys, investments, or securities have been deposited. During the term of any such deposit, each such bank, trust company, or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including but not limited to the PDPA.

7.7. Valuation - The Board shall have full and complete power to determine, in good faith, conclusively the value of any of the Trust Property and to revalue the Trust Property.

7.8. Amendment of Restrictions - The restrictions set forth in Sections 7.2 and 7.3 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants except that such restrictions may be changed by the Board so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the state of Colorado and the United States of America as they may from time-to-time be amended.

Article 8

Limitations of Liability

8.1. Liability to the Trust or to the Participants - No Trustee, officer, or employee of the Trust shall be liable to the Trust or to any Participant, member of the Board, officer, employee, advisor, consultant, or agent of the Trust for any action or failure to act (including without limitation the failure to compel in any way any former or acting member of the Board to redress any breach of trust) except for bad faith, willful misfeasance, gross negligence, or reckless disregard of his or her duties. Any agreements with the Administrator, the Custodian, or the Investment Advisor shall provide for the personal liability of the Administrator, the Custodian, and the Investment Advisor, as the case may be, for a failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture of Trust. The provisions of this Section shall not limit the liability of any agent (including, without limitation, the Administrator, the Custodian, or the Investment Advisor) with respect to any breach of any contract between the agent and the Board.

8.2. Indemnification

a. The Trust shall indemnify, to the extent of the earnings of the Trust and the proceeds of any insurance policies, each of the Trustees and such officers or employees as designated by the Board to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which the indemnified person may be involved or with which the indemnified person may be threatened, while in office or thereafter, by reason of being or having been a Trustee, officer, or employee except as to any matter as to which the indemnified person shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his or her duties or gross negligence or, in the case of the Investment Advisor or the Administrator, in violation of the restrictions on investments of the Trust Property.

b. The provisions of this Section shall not be construed to permit the indemnification of any agent of the Trust with respect to any breach of a contract between the agent and the Board.

c. As to any matter disposed of by a compromise payment by the Board or any Trustee, officer, employee, advisor, consultant, or agent pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expense shall be provided unless the Board, after consultation with counsel and other experts deemed necessary, has determined that such compromise payment is or was in the best interests of the Trust.

d. No Participant shall be liable to any person with respect to any claim for indemnity or reimbursement and any Trustee, officer, employee, advisor, consultant, or agent may satisfy any right to indemnity or reimbursement granted herein or to which they may be otherwise entitled only out of the earnings on the Trust. The Board may make advance payments in connection with indemnification provided that the person indemnified shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that the person is not entitled to such indemnification.

e. To the extent permitted by applicable laws, the Board shall also have full and complete power to indemnify or enter into agreements with respect to indemnification with any other person with whom the Trust has dealings.

8.3. Surety Bonds - No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his or her duties.

8.4. Recitals - Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustee, officer, employee, or agent of the Trust only in his or her capacity as Trustee, officer, employee, or agent of the Trust. Any written instrument creating an obligation of the Trust is not personally binding upon nor shall resort be had to the property of any Trustee, Participant, Designee, officer, employee, or agent of the Trust and only the Trust Property or a specific portion thereof shall be bound.

8.5. Reliance on Experts - Each Trustee and each officer, employee, or agent of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or failure to act resulting from reliance in good faith upon the records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Administrator, the Custodian, the Investment Advisor, accountants,

appraisers, or other experts or consultants selected by the Board or officers of the Trust.

8.6. Liability Insurance - At all times, the Board shall maintain insurance for the protection of the Trust Property, the Trustees, Participants, Designees, officers, employees, and agents of the Trust in such amount as the Board shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

Article 9

Interests of Participants

9.1. General - The Board, in its discretion, may authorize the division of the Trust Property into one or more Portfolios. The beneficial interests of the Participants hereunder in a Portfolio and the earnings thereon shall, for convenience of reference, be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests of a Portfolio. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Portfolio is unlimited. All Shares in a Portfolio shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property held in the applicable Portfolio. Title to the Trust Property held in the applicable Portfolio of every description is vested in the Trust on behalf of and for the beneficial interests of the Participants holding Shares in a Portfolio. The Participants shall have no interest in the Trust Property held in the applicable Portfolio other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the Trust nor can they be called upon to Shares or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them. The Board shall adopt investment policies for each Portfolio which must be consistent with the investment restrictions contained herein. The Board may amend the investment policy for a Portfolio from time-to-time which amendment shall not take effect until after 30 days prior written notice to the Participants.

9.2. Allocation of Shares

a. In its discretion, the Board may from time-to-time allocate Shares in addition to the then allocated Shares to such Participant for such amount and

such type of consideration (including without limitation income from the investment of Trust Property held in the applicable Portfolio) at such time(s) (including without limitation each business day in accordance with the maintenance of a constant net asset value per Shares as set forth in this Indenture), and on such terms as the Board may deem best. In connection with any allocation of Shares, the Board may allocate fractional Shares. From time-to-time, the Board may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust Property held in the applicable Portfolio. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Shares as set forth in Section 12.2. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Shares or any multiple thereof.

b. Shares may be allocated only to a Participant of the Trust in accordance with this Indenture. Any Participant may establish more than one account within the Trust for such Participant's convenience.

c. The minimum amount of funds that may be maintained in an account in a Portfolio by a Participant at any one time shall be \$1.00, and there shall be no limit on the maximum that may be maintained by a Participant in any account provided that the Board may, by resolution, change the minimum or set a maximum.

d. Whenever the balance in a Participant's account is less than the minimum, the Board may redeem the Shares and close the account provided that 30 days prior notice is given to the Participant. If the Board changes the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

9.3. Evidence of Share Allocation - Evidence of Shares allocation shall be reflected in the records of the Trust, and the Trust shall not be required to issue certificates as evidence of Shares allocation.

9.4. Redemption to Maintain Constant Net Asset Value - The Shares of the Trust shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Shares.

9.5. Redemptions - Payments by the Trust to Participants, and the reduction of Shares resulting therefrom, are referred to in this Indenture as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Indenture

and any investment policy for a Portfolio adopted by the Board. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Shares equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust.

9.6. Suspension of Redemption; Postponement of Payment

a. Each Participant, by its adoption of this Indenture, agrees that the Board may, without the necessity of a formal meeting of the Board, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

i. During which there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the state of Colorado or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closing) or;

ii. During which any financial emergency when or if disposal by the Trust of Trust Property held in the applicable Portfolio is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its assets.

b. Such suspension or postponement shall not alter or affect a Participant's beneficial interests hereunder.

c. Such suspension of payment shall take effect at such time as the Board shall specify, and thereafter there shall be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

d. The suspension or postponement shall terminate on the first day on which the period specified in (a) above shall have expired (as to which the determination of the Board shall be conclusive).

e. In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either:

i. Withdraw its request for redemption; or

ii. Receive payment based on the net asset value existing after the termination of the suspension.

9.7. Minimum Redemption - There shall be a minimum of one Share that may be redeemed at any one time at the option of a Participant.

9.8. Defective Redemption Requests - In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored.

Article 10

Record of Shares

10.1. Share Records - The Trust shall maintain records that shall contain:

- i. The names and addresses of the Participants;
- ii. The number of Shares representing their respective beneficial interests hereunder; and
- iii. A record of all allocations and redemptions. Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the Trust records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the Trust.

10.2. Maintenance of Records - The Administrator, or such other person appointed by the Board, shall record the allocations of Shares in the records of the Trust.

10.3. Owner of Record - No person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such person is otherwise qualified to become a Participant. If not qualified, such person shall present proof of entitlement to the Board and if the Board, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

10.4. No Transfer of Shares - The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, Shares may be redeemed from one Participant's account and the proceeds deposited directly into another Participant's account upon instructions from the Designees of the respective Participants.

10.5. Limitation of Responsibility - The Board shall not, nor shall the Participants or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Shares is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

10.6. Notices - Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the Trust.

Article 11

Trustees and Officers

11.1. Number and Qualification

a. The number of Trustees shall be twelve. Each Trustee shall be a Designee of Participant. In the event of a vacancy, the Trustees continuing in office, regardless of their number, shall have all the powers granted to the Board and shall discharge all the duties imposed upon the Board by this Indenture. Trustees may succeed themselves in office. The election of any Trustee (other than an individual who was serving as a Trustee immediately prior to such election) shall not become effective unless and until such person has agreed in writing to serve as a Trustee and to be bound by the terms of this Indenture.

b. At least one but no more than four Trustees shall be a Designee from the following categories of local governments:

- i. Counties;
 - ii. Cities and towns;
 - iii. School districts;
 - iv. Special districts;
 - v. Other public entities.
- c. The Board shall be the sole judge of the election and qualification of its members.
- d. No Trustee shall be disqualified merely because of a change of status that results in the Trustee being the Designee of a different category of local government.
- e. The Board may, at any time and from time-to-time, increase the number of members of the Board by up to three Trustees. In the event the Board approves such an increase, the Board shall appoint qualified Designees to a term not to exceed three years. For purposes of any such appointment, the maximums imposed by Section 11.1.a. and 11.1.b. of the Trust Indenture shall not apply.

11.2. Term - The term of office for a Trustee shall be three years and shall begin at the meeting following the election. The terms shall be fixed so that four terms expire annually.

11.3. Election

- a. Prior to the annual vote of the Participants for the election of Trustees, the Board shall prepare a ballot. The ballot shall contain sufficient candidates to assure that each category of local government will be represented by at least one but no more than four Trustees immediately following the election.
- b. The ballot shall be prepared in such a manner as to encourage the Participants to vote for a candidate from any unrepresented category.
- c. The ballot shall inform the Participants that the candidate from any unrepresented category receiving the highest number of votes will be elected and that the remaining positions will be filled by the candidates receiving the highest number of votes regardless of category unless the vote would result in any category having more than four Trustees.
- d. At the next meeting following the election, the Board shall review the election returns and declare the appropriate candidates elected.

11.4. Resignation and Removal - Any Trustee may resign by tendering a signed or oral resignation to any officer. The resignation shall be effective upon tender or at a later date according to the terms of the notice. Any Trustee may be removed for good cause by the action of at least two-thirds of the remaining Trustees.

11.5. Vacancies

a. A vacancy shall occur in the event of death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. If a Trustee shall no longer be the Designee of a Participant, such person shall no longer be a Trustee and a vacancy will be deemed to have occurred. If a local government fails to qualify as a Participant for a period of 30 days, any Designee of that local government who is a Trustee shall no longer qualify as a Trustee and a vacancy will be deemed to have occurred.

b. No vacancy shall operate to annul this Indenture or to revoke any existing agency created pursuant to the terms of this Indenture. In the case of a vacancy, a majority of the Board continuing in office acting by resolution may fill such vacancy. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment has agreed in writing to serve as a Trustee and to be bound by the terms of this Indenture.

11.6. Officers - The Board shall annually elect, from among its members, a Chairman, a Vice Chairman, a Secretary, and a Treasurer who shall have such duties as the Board shall deem advisable and appropriate. The Board may also elect or appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents who shall have such powers, duties, and responsibilities as the Board may deem to be advisable and appropriate. No person may hold more than one office at any one time.

11.7. Meetings

a. Meetings of the Board shall be held from time-to-time upon the call of the Chairman, the Vice Chairman, the Secretary, or any five Trustees. Regular meetings of the Board may be held at a time and place fixed by the by-laws or by resolution of the Board but shall be held at least semi-annually. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by Part 4, Article 6, Title 24 C.R.S. shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting

for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

- b. Any notice required by Part 4, Article 6, Title 24 C.R.S. shall also be given.
- c. A quorum for all meetings of the Board shall be a majority of the Trustees.
- d. Any action of the Board may be taken at a meeting by vote of a majority of the Trustees present providing that a quorum is present. Board members may also participate in a meeting by telephone or by computer conferencing if each Trustee is able to communicate with each of the other Trustees present.
- e. With respect to actions of the Board and any committee thereof, Trustees who have an interest in any matter before the Board or any committee may be counted for quorum purposes. Such Trustee shall not be entitled to vote on any such matter.

Article 12

Determination of Net Asset Value and Net Income; Distributions to Participants

12.1. Net Asset Value - The net asset value of each allocated Share of a Portfolio of the Trust shall be determined once on each business day at such time as the Board by resolution may determine. The method of determining net asset value shall be established by the Board and may be set forth in the Information Statement.

12.2. Constant Net Asset Value; Reduction of Allocated Shares

a. The Board shall determine the net income (loss) of a Portfolio of the Trust once on each business day and such net income (loss) shall be credited proportionately to the accounts of the Participants in such manner that the net asset value per Shares of the applicable Portfolio of the Trust shall remain at \$1.00. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's Shares. The method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Board and may be set forth in the Information Statement. The duty to make the daily calculations may be delegated by the Board to the Administrator, the Custodian, the Investment Advisor, or such other person as the Board by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. Each Participant will be deemed to have agreed to such reduction by its investment

in the Trust and its adoption of this Indenture. The purpose of the foregoing procedure is to permit the net asset value per Shares of the Trust to be maintained at \$1.00.

b. The Board may discontinue or amend the practice of attempting to maintain the net asset value per Shares at a constant dollar amount at any time and such modification shall be evidenced by notice to the Participants.

c. Nothing in this Section prohibits the Board from establishing one or more Portfolios pursuant to Section 9.1 which Portfolio will not be managed to maintain a constant net asset value as described in this Section provided that Participants that invest in such Portfolio are provided notice thereof prior to such investment.

12.3. Retained Reserves - The Board may retain from earnings and profits such amounts as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Board shall also have the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable.

Article 13

Recording of Indenture

13.1. Recording - This Indenture and any amendment hereto may be filed, recorded, or lodged as a document of public record in such place or places and with such official or officials as the Board may deem appropriate. Each amendment so filed, recorded, or lodged shall be accompanied by a resolution of the Board reflecting the amendment and its effective date.

Article 14

Amendment of Termination of Trust; Duration of Trust

14.1. Amendment or Termination

a. The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Article II hereof. The Board may, from time-to-time by a two-thirds vote of the Trustees and after 45 days prior written notice to the Participants, amend or alter the provisions of the Indenture without the vote or assent of the Participants, that

the Board, in good faith deems necessary or convenient for the administration and operation of the Trust or to the extent deemed by the Board in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section that would:

- i. Change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust or that would diminish or eliminate any voting rights of the Participants except with the vote or written consent of two-thirds of the Participants entitled to vote thereon;
- ii. Cause any of the investment restrictions contained herein to be less restrictive without the affirmative vote of a majority of the Participants;
- iii. Change the limitations on personal liability of the Participants and Trustees; or
- iv. Change the prohibition of assessments upon Participants.

b. A certification signed by a majority of the Board setting forth an amendment and reciting that it was duly adopted by the Participants or by the Board or a copy of the Indenture, as amended, executed by a majority of the Board shall be conclusive evidence of such amendment.

c. Upon the termination of the Trust:

- i. The Trust shall carry on no business except for the purpose of terminating the Trust;
- ii. The Board shall proceed to terminate the Trust, and all of the powers of the Board under this Indenture shall continue until the affairs of the Trust have been terminated including without limitation the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its assets; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Board; and

iii. After paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

d. Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Board shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Board shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title, and interest of all Participants shall cease and be canceled and discharged.

14.2. Power to Effect Reorganization - If permitted by applicable law, including without limitation, the Pooling Act, the Legal Investments Act and the PDPA, the Board, by vote or written approval of a majority of the Board, may select, or direct the organization of, a corporation, association, trust, or other person with which the Trust may merge, or which shall take over the Trust Property and carry on the affairs of the Trust, and after receiving an affirmative vote of not less than a majority of the Participants, the Board may effect such merger or may sell, convey, and transfer the Trust Property to any such corporation, association, trust, or other person in exchange for cash or Shares or securities thereof, or beneficial interests therein with the assumption by such transferee of the liabilities of the Trust; and thereupon the Board shall terminate the Trust and deliver such cash, Shares, securities, or beneficial interests ratable among the Participants of this Trust in redemption of their Shares.

14.3. Duration - The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Indenture.

Article 15

Miscellaneous

15.1. Governing Law - This Indenture is executed and delivered in the state of Colorado and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of Colorado.

15.2. Counterparts - This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

15.3. Reliance by Third Parties - Any certificate executed by an individual who, according to the records of the Trust, appears to be a Trustee hereunder or the Chairman, Vice-Chairman, Secretary, or Treasurer of the Trust certifying to:

- a. The number or identity of the Board or Participants;
- b. The due authorization of the execution of any instrument or writing;
- c. The form of any vote passed at a meeting of the Board or by the Participants;
- d. The fact that the number of the Board or Participants present at any meeting or executing any written instruments satisfies the requirements of this Indenture;
- e. The form of any by-laws, policies, or procedures adopted by the Board;
- f. The identity of any officers elected by the Board; or
- g. The existence of any fact or facts that in any manner relate to the affairs of the Trust shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Board or the Trust and their successors.

15.4. Provisions in Conflict with Law - The provisions of this Indenture are severable and if the Board shall determine with the advice of counsel that any one or more of such provisions (the Conflicting Provisions) are in conflict with applicable Federal or Colorado laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Indenture. Such a determination by the Board shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including but not limited to the election of the Board) prior to such determination.

15.5. Adoption by Local Governments and Election to Become a Participant; Resignation of Participants

- a. Any local government may become a Participant of this Trust by:
 - i. Taking any appropriate official action to adopt this Indenture; and
 - ii. Furnishing the Board with satisfactory evidence that such official action has been taken.

b. A copy of this Indenture may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Board. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption.

c. Any Participant may resign and withdraw from the Trust by requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon withdrawal of the funds. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

IN WITNESS WHEREOF, pursuant to the authority granted by the Pooling Act, this Amended and Restated Indenture of Trust shall take and come into full force and effect as of the day first above written.

Contact Information

717 17th Street, Suite 1850

Denver, CO 80202

Phone: (877) 311-0219

Fax: (877) 311-0220

clientservices@colotrust.com

www.colotrust.com





Invest with COLOTRUST

Investing with COLOTRUST could mean more for your local community.
Use the COLOTRUST investment calculator to see just how much you could have earned.

COLOTRUST PRIME

Amount Invested
\$1,000,000

Start Date
December 1, 2023

End Date
December 31, 2023

You would have earned
\$4,452.20
on your investment if you started on
December 1, 2023

COLOTRUST PLUS+

Amount Invested
\$1,000,000

Start Date
December 1, 2023

End Date
December 31, 2023

You would have earned
\$4,738.16
on your investment if you started on
December 1, 2023

COLOTRUST PRIME Investment Income Earned				
As of Date	Time	\$100K	\$1M	\$10M
Dec 1 - Dec 31	1 month	\$445	\$4,452	\$44,522
Jul 1 - Dec 31	6 months	\$2,631	\$26,310	\$263,097
Jan 1 - Dec 31	12 months	\$4,988	\$49,881	\$498,808

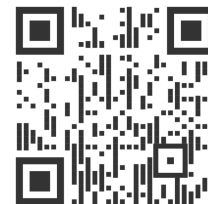
COLOTRUST PLUS+ Investment Income Earned				
As of Date	Time	\$100K	\$1M	\$10M
Dec 1 - Dec 31	1 month	\$474	\$4,738	\$47,382
Jul 1 - Dec 31	6 months	\$2,802	\$28,021	\$280,205
Jan 1 - Dec 31	12 months	\$5,344	\$53,443	\$534,433

Months listed are in the year 2023

COLOTRUST Daily Yields as of Month-End

Month	Year	COLOTRUST PRIME	COLOTRUST PLUS+
December	2023	5.2575%	5.5817%
November	2023	5.2114%	5.5604%
October	2023	5.2006%	5.5465%
September	2023	5.1789%	5.5235%
August	2023	5.1596%	5.4778%
July	2023	5.1315%	5.4115%
June	2023	4.9361%	5.2484%
May	2023	4.9209%	5.1995%
April	2023	4.6952%	5.0396%
March	2023	4.6646%	5.0116%
February	2023	4.3857%	4.7751%
January	2023	4.1282%	4.5875%

For more information on both historical yields and annualized performance, visit www.colotruster.com/rates or scan the below QR code:



Source: Public Trust Advisors® Data unaudited. Values presented may not add up precisely to absolute figures due to rounding. Performance results for COLOTRUST are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. COLOTRUST is not a bank. An investment in COLOTRUST is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although COLOTRUST PLUS+ and COLOTRUST PRIME seek to preserve the value of your investment at \$1.00 per share, they cannot guarantee they will do so. Please review the COLOTRUST Information Statement before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.** Please visit www.colotruster.com/rates-disclaimer for more information.



Registration Packet



Welcome to COLOTRUST

Thank you for choosing COLOTRUST!

This packet contains all the materials necessary to set up your COLOTRUST account(s). If you have any questions about the registration process or about your COLOTRUST account(s), please do not hesitate to contact us. The COLOTRUST Client Service team can be reached on any business day from 7:30 a.m. to 4:00 p.m. MT by phone at (877) 311-0219 or by email at clientservices@colotrust.com.

COLOTRUST is not a bank. An investment in COLOTRUST is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although COLOTRUST PRIME and COLOTRUST PLUS+ seek to preserve the value of your investment at \$1.00 per share, they cannot guarantee it will do so. Please read the applicable COLOTRUST Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.



Registration Procedures

To join COLOTRUST, please complete the following:

- 1) Read the Indenture of Trust (you may access a copy from the Document Center on www.colotrust.com).
- 2) Pass a resolution authorizing participation in COLOTRUST (model resolution available on page 3).
- 3) Complete the Trust Registration (page 4).
- 4) Complete the Authorized Contacts Form (page 5/6).
- 5) Complete the PRIME and PLUS+ Accounts to be Established Form; you may open as many accounts as you wish (page 7).
- 6) Should you be interested in participating in COLOTRUST EDGE, complete the EDGE Participant Acknowledgement Form (page 8), and the EDGE Accounts to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records and send the completed packet to the COLOTRUST Client Service team by fax (877) 311-0220 or by email clientservices@colotrust.com.

Questions? Please contact us; we would love to hear from you!

COLOTRUST Client Service Team

T (877) 311-0219

clientservices@colotrust.com

Through the COLOTRUST website, www.colotrust.com, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the COLOTRUST program.



Model Resolution

A resolution authorizing _____ to join with other local governments as a Participant in the Colorado Local Government Liquid Asset Trust (the Trust) to pool funds for investment.

WHEREAS, pursuant to Part 7, Article 24 (C.R.S.), it is lawful for any local government to pool any moneys in its treasury that are not immediately required to be disbursed with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, the Trust is a statutory trust formed under the laws of the state of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment, and protection of public funds; and

WHEREAS, _____ desires to become a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED as follows:

- 1) _____ hereby approves, adopts, and thereby joins as a Participant with other local governments pursuant to Part 7, Article 75, Title 24 of the Colorado Revised Statutes that certain Amended and Restated Indenture of Trust entitled the Colorado Liquid Government Asset Trust dated May 1, 2021 as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
 - 2) The Designee and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds.
 - 3) The Designee and Authorized Signatories may be changed from time to time by written notice to COLOTRUST; and
 - 4) The Trust currently has three investment portfolios COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE. Prior to investing in any of the portfolios offered by the Trust, Participants are encouraged to review the COLOTRUST Information Statements and Investment Policies for each portfolio.
- The undersigned hereby certifies that _____ has enacted:

This Resolution, or

Another form of Resolution, a copy of which is enclosed and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature	Date	Printed Name
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Trust Registration

Entity Information

Local Government Name (Participant) _____

Entity Type: City/Town County School District Special District
Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

I authorize COLOTRUST and its transfer agent and administrator to act on any instructions believed to be genuine for any service authorized on this form. I agree that COLOTRUST, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and I agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the Trust of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. MT; distribution times are subject to change as needed by the COLOTRUST Administrator. Additionally, COLOTRUST must be notified of any contributions by 11:00 a.m. MT to receive same day credit. **If funds are not received by 3:00 p.m. MT, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact* _____ Contact's Phone Number _____

Wire ACH Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact* _____ Contact's Phone Number _____

Wire ACH Both

*If there will only be one Authorized Signer on the COLOTRUST account, bank contact must be provided to verify bank account information



Authorized Contacts

Authorized Signers Can	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Process transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

Designee Contact for Voting

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Additional Contact (Optional) Note – COLOTRUST strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Voting Contact

Alternate Designee

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Voting Contact

Alternate Designee

*The designee contact on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications. Please note that a Designee is not required to be an authorized signer on the account.



Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Voting Contact

Alternate Designee

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Voting Contact

Alternate Designee

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

- Authorized Signer to Move Funds*
- Read-Only Access

Voting Contact

Alternate Designee



PRIME and PLUS+ Accounts to be Established

Entity Name: _____

COLOTRUST PRIME Accounts

Desired Subaccount Name(s)* i.e. General, etc.:

(To be completed by Participant)

COLOTRUST PLUS+ Accounts

Desired Subaccount Name(s)* i.e. General, etc.:

(To be completed by Participant)

Note: At least one Subaccount is required for each pool the entity would like to invest in

*Name must be limited to 35 characters.

Once your COLOTRUST account(s) has been established, you will receive a confirmation email with your login credentials from no-reply@colotruster.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the COLOTRUST Client Service team.



EDGE Participant Acknowledgement Form

Participant Information

Entity Name (Participant) _____

Participant Acknowledgement

The undersigned Authorized Signer for the Participant hereby acknowledges the following:

- The Participant has received and reviewed the COLOTRUST EDGE Information Statement.
- All EDGE investments are made in accordance with the COLOTRUST EDGE Investment Policy.
- COLOTRUST EDGE is designed to complement the daily liquidity of the COLOTRUST PRIME and PLUS+ funds by gaining exposure to a diversified portfolio of high-quality securities.
- The general objective of EDGE is to generate a higher level of income than provided by a traditional stable NAV LGIP while seeking to protect Participant capital.
- Withdrawals are unlimited and met on a transaction date plus one (1) business day basis (T+1).
- Withdrawals can only be initiated in the Participant Portal.
- Any Authorized Signer has full power and authority to make investments for the above Participant.
- COLOTRUST EDGE is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

Authorized Signer

Signature

Date

Printed Name

Title

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Additionally, this registration provides no guarantee of return or protection against loss. COLOTRUST is not a bank. An investment in COLOTRUST is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable COLOTRUST Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



EDGE Accounts to be Established

Entity Name: _____

COLOTRUST EDGE Accounts

Desired Subaccount Name(s)* i.e. General Fund, etc.:
(To be completed by Participant)

COLOTRUST EDGE is designed to complement the daily liquidity offered by the COLOTRUST PRIME and COLOTRUST PLUS+ portfolios. EDGE is better suited for funds not needed on a frequent or near-term basis. COLOTRUST EDGE is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

EDGE does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Investing in EDGE introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government’s funds are appropriate for the EDGE portfolio, please contact your COLOTRUST representative or email info@colotrtrust.com.

*Name must be limited to 35 characters.

Once your COLOTRUST account(s) has been established, you will receive a confirmation email with your login credentials from no-reply@colotrtrust.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the COLOTRUST Client Service team.



Dual Authorization Form

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your COLOTRUST account. Dual authorization ensures that any transaction entered via the COLOTRUST online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note:** All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges transactions not approved by the 11:00 a.m. MT cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

Authorized Signer's Signature

Date

Printed Name

Title

January 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31 8am - New Years Day -	1 11am - BOCC@505	2	3	4 6pm - LURA Board	5 9am - FMB Meeting Type	6
7 Newly Elected Officials	8 4pm - HPC Meeting @ 6pm - Regular CC Mtg -	9 5pm - Sanitation @ 6pm - P&Z Meeting -	10	11 5:15pm - Parkville Water	12	13
14 Martin Luther King Jr.	15 8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	16 1pm - Leadville Municipal	17	18	19 9am - Fire Management	20
21	22 4pm - HPC - Regular Mtg 6pm - City Attorney/City	23 6pm - P&Z Meeting @	24	25	26 9:30am - Fat Bike Worlds	27 10am - Fat Bike Worlds -
28 10am - Fat Bike Worlds -	29	30	31	1 6pm - LURA Board	2	3

February 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28 10am - Fat Bike Wor1ds -	29	30	31	1 6pm - LURA Board	2	3
4	5	6 11am - BOCC@505 6pm - Regular CC Mtg	7	8 5:15pm - Parkville Water	9	10
11	12	13 4pm - HPC Meeting @	14 5pm - Sanitation @ 6pm - P&Z Meeting @	15	16 9am - Fire Management	17
18	19	20 8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	21 1pm - Leadville Municipal	22	23	24 6am - Leadville Loppet -
25	26	27 4pm - HPC - Regular Mtg	28 6pm - P&Z Meeting @	29	1 4am - Ski Joring Set up 6pm - Nordic Knockout	2 8am - 2024 Ski Joring 6:15pm - Mineral Belt

March 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27 4pm - HPC - Regular Mtg	28 6pm - P&Z Meeting @	29	1 4am - Ski Joring Set up 6pm - Nordic Knockout	2 8am - 2024 Ski Joring 6:15pm - Mineral Belt
3 8am - 2024 Ski Joring	4	5 11am - BOCC@505 6pm - Regular CC Mtg	6	7 6pm - LURA Board	8	9
10	11	12 4pm - HPC Meeting @	13 5pm - Sanitation @ 6pm - P&Z Meeting @	14 5:15pm - Parkville Water	15 9am - Fire Management	16
17 4:30pm - St Patrick's Day	18	19 8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	20 1pm - Leadville Municipal	21	22	23
24	25	26 4pm - HPC - Regular Mtg	27 6pm - P&Z Meeting @	28	29	30
31	1	2 11am - BOCC@ 505 6pm - Regular CC Mtg	3	4 6pm - LURA Board	5	6