



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

March 19, 2024

6:00 P.M.

Council Chambers & Zoom

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

Meeting ID: 835 2694 4548

Passcode: 80461

Dial by your location

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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.
6:05 pm	7.	Presentations and Discussions:
		A. Presentation by CC4LC
6:20 pm	8.	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
7:20 pm	9.	Action Items:
		A. Certificate of Appropriateness for Blocker/Laham Residence Additions and Exterior Alterations; 330 W. 8th St. (Public Hearing)

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



		<p>B. Resolution No. 20, Series of 2024 - A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing the Mayor to Sign the Easement Agreement</p> <p>C. Resolution No. 21, Series of 2024 - A Resolution of the City Council of the City of Leadville Establishing a Task Force on Sales Tax and Appointing Members to this Task Force</p> <p>D. Resolution No. 22, Series of 2024 - A Resolution of the City Council of the City of Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement</p> <p>E. Ordinance No. 2, Series of 2024 - An Ordinance of the City Council of the City of Leadville Amending Chapter 5.12 of Title 5 of the Leadville Municipal Code Regarding the Maximum Number of Short-Term Rental Licenses Available in the City</p>
8:20 pm	10.	<p>Executive Session:</p> <p>A. An executive session pursuant to C.R.S. 24-6-402(4)(e) to Determine Positions Relative to the Negotiation of an Intergovernmental Agreement with Lake County and the Sheriff's Office for law Enforcement Services, Developing a Strategy for Such Negotiations, and Instructing Negotiators</p>
9:20 pm	11.	Public Comments
	12.	Mayor's Report
	13.	Council Reports
	14.	Public Meetings Planner
9:45 pm	15.	Adjournment

Oppose the Leadville Mill



The Mill Project is bad for Leadville and Lake County

Presentation to the Leadville City Council

By Concerned Citizens for Lake County

March 19, 2024

Concerned Citizens for Lake County CC4LC

Who We Are

CC4LC is a coalition of residents, families, businesses, and civic organizations who share a common commitment to responsible development, smart environmental stewardship, and strong governmental accountability in Lake County.

We aim to:

Promote responsible economic development

Advance innovative, safe environmental stewardship

Grow our world-class outdoor recreation industry

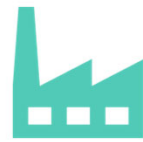
Respect and preserve our community's mining heritage

Advocate for strong Governmental accountability measures for balancing environmental and development aspirations.

The Leadville Mill Project Overview



CJK Misrepresents the project as remediation, when
Remove = Relocate
Reuse = Reprocess
Restore = Re-pile



Transport mine waste from east side tailings to the mill processing adjacent to the Leadville Sanitation District Wastewater Treatment Facility

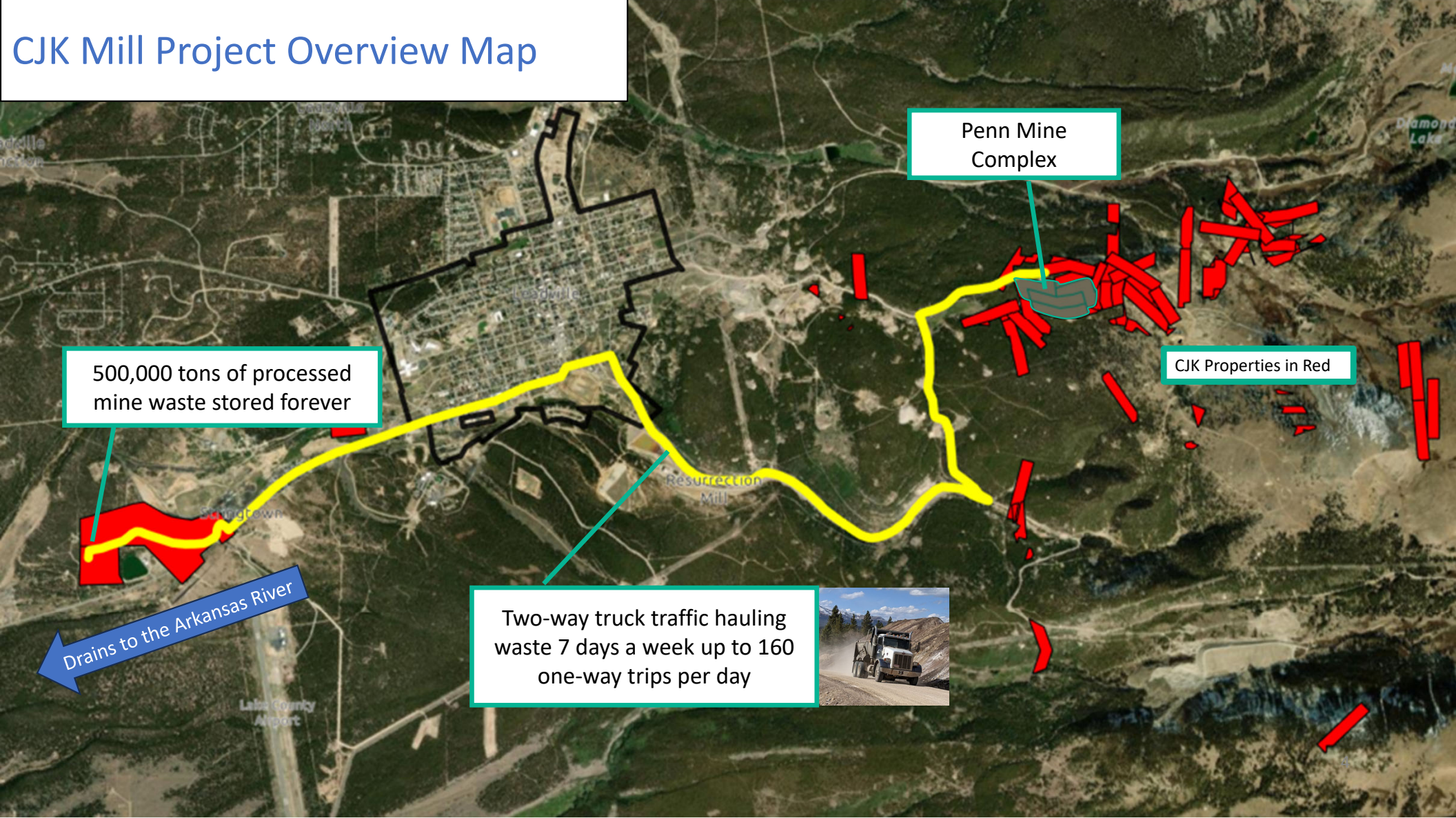


Process material using Cyanide to extract gold and silver



Transport and store 500,000 tons of processed mine waste on site
CJK States they intend to ultimately process 1M tons

CJK Mill Project Overview Map



Penn Mine Complex

500,000 tons of processed mine waste stored forever

Drains to the Arkansas River

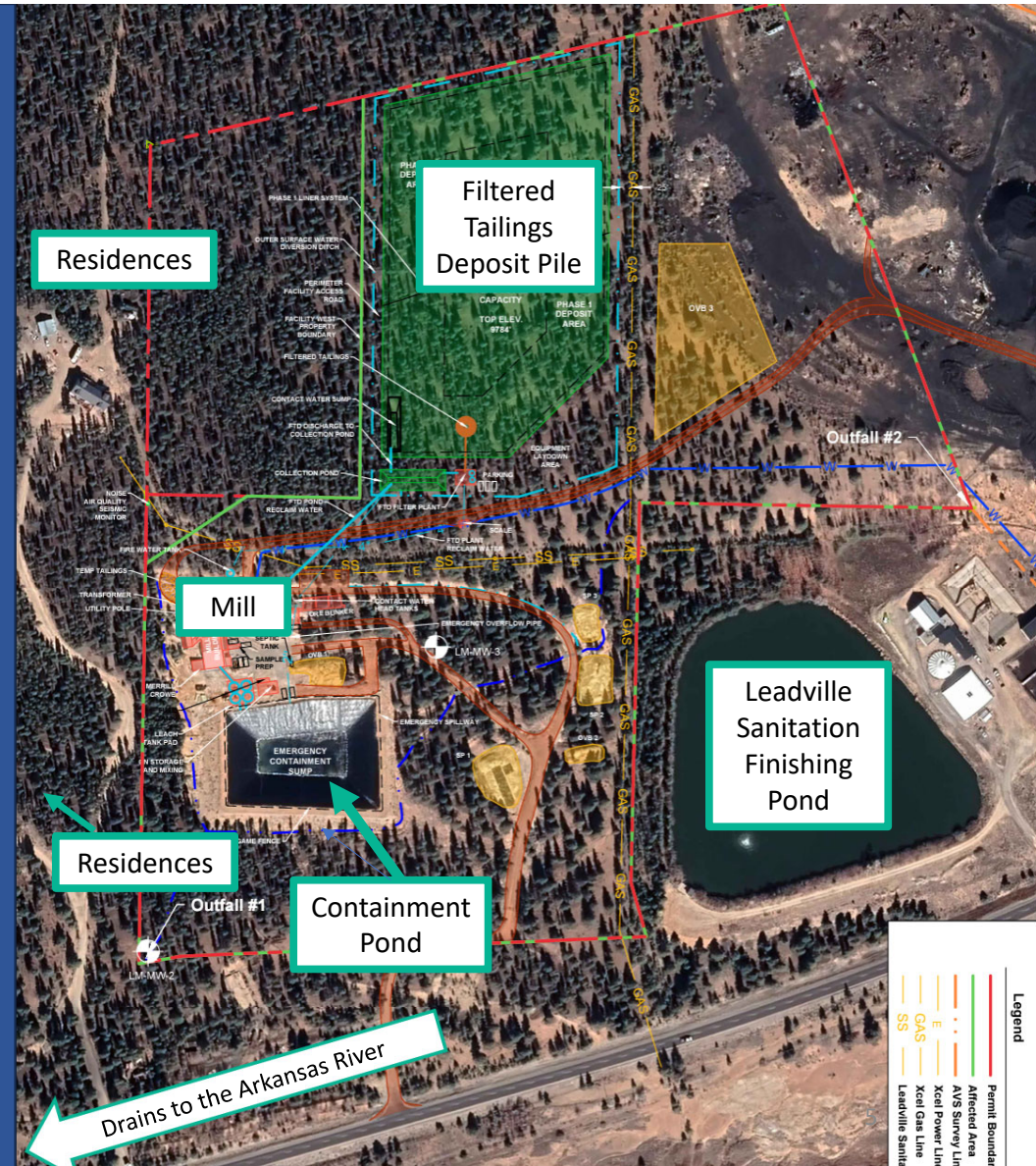
Two-way truck traffic hauling waste 7 days a week up to 160 one-way trips per day



CJK Properties in Red

Site Concerns

- Contiguous with residential properties
- Contiguous with Leadville Sanitation District treatment facilities
- Outfall is adjacent to California Gulch that drains to the Arkansas River and the downstream communities
- Forever management of new waste piles, inadequate containment



Overall Project Concerns

Water Quality

Water
Consumption

Air and Soil

Traffic and
Transportation

Economy

Quality of Life

Water

Quality

- Cyanide (Banned in Montana and Wisconsin)
- Leachate from FTD has inadequate lining and leak detection
- Filtered Tailings Deposit pile failure risks
- No long-term management plan (100 to 250 years of risk)

Consumption

- High consumption – equivalent to 153 Leadville homes or 7.4 million gallons per year
- Total water use not accounted for
- Uncertain water source
- Possible water trucking from Parkville Water at 14th and Harrison
- Groundwater drawdown possible

Air and Soil

- Perpetual management of waste
- Dust generation
- Wind and Water Transport
- Truck emissions
- Cyanide transport risk
- Long term contamination risk

Traffic and Transportation

- 40 – 160* Truck trips 7 days a week traversing Leadville streets with mine waste
- Congestion on Hyw 24 with trucks turns south across traffic from Monroe St. plus slag truck going north and south from the Mill
- Road damage from 50,000 trips
- Safety risks – pedestrians, cyclists, snowmobilers
- Recreation impacts – Groomed trails, mineral belt crossing, special events

***Application and CJK website differ in truck trip estimates**



Economic and Quality of Life

- Tourism
- Uneven benefit and risks
- Property value impacts
- Long-term economic growth
- Air Quality
- Water Contamination
- Noise and Disruption
- Loss of Sense of Place

Project Inadequacies and Misrepresentations

- No professional 3rd party oversight*
- Not a reclamation project, claim of historic tailings contamination
- Water consumption not fully stated – More than 7M gallons per year
- Water source not identified – Parkville or nearby well
- Filtered tailings are not detoxified, only treated for Cyanide.
Mercury, arsenic, lead, copper, zinc, and other contaminants remain
- The 500,000 tons or remaining filtered tailings require “forever-management” – who has liability when CJK is gone?
- CJK website states they plan on processing 1M tons – Two times the permit application
- Economic contributions are minimal, economic costs and risks are high.
- Can the County monitor and enforce CUP conditions?

*The International Cyanide Management Code certification program of best practices for the management of cyanide in gold and silver mining

Leadville Mill Approval Steps

**Colorado
Division of
Reclamation,
Mining and
Safety
(DRMS)**

Review and permitting is focused on technical compliance at the mill site only.
No consideration of offsite impacts, Mill site only.



Lake County

County Planning Commission for consideration (only opportunity for public comment)
Planning Commission makes recommendation to BOCC
BOCC approves or denies the project, issues a Conditional Use Permit PUC.

What we Ask the City of Leadville

- **Oppose the project**, it's contrary to the best future of Leadville
 - Avoid Leadville infrastructure damage
 - Avoid negative economic and environmental impacts
 - Consider the legacy for the Leadville citizens in 100 years from now.
- **Submit an objection letter** to DRMS before the April 3rd deadline
- **Petition the County Commissioners to oppose the project**

Community Center Monthly Report

February 2024

During the month of February I met with a total of 44 individuals from 16 different organizations , 23 of whom were youth, to discuss their ideas, perspectives, and dreams for the city community center.

Top Priorities

After coding the conversations for qualitative themes, the top 3 priorities that came out of those conversations were:

1. Create unstructured space for youth and families to use
2. Provide indoor hangout space open to the public and youth
3. Prioritize art space

Secondary top priorities for the building include:

- Bowling
- Movie theater
- Large scale event space

To summarize the feedback surrounding what the building will be used for, it is clear that the community wants to use this building without scheduled programming. The need for unstructured recreation opportunities is a big takeaway.

Secondary feedback received in these conversations include:

- Create a low cost or accessible model
- Increase community collaboration in the planning process
- Provide rentable space for business looking to offer recreation services
- Analyze and understand the current recreation space we have

Next Steps

1. Continue to look for opportunities to bolster current spaces to meet current needs, while focusing on novel offerings for the community center
2. Study adjacent communities to learn what has worked or not worked for unstructured recreation offerings
3. Pursue structural inspections to better understand what needs to be done immediately to make the space usable for youth and families

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 and Members of Leadville City Council

FROM: The Leadville Police Department

SUBJECT: Leadville Police Department: February, 2024

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

- **Highlights:**

MONEY RECEIVED FOR THE MONTH:

\$175.00	(2) Parking Tickets
\$2229.44	(8) VIN Inspections / 5 th Judicial District Checks / (3) Records Requests / () Fingerprints/ (2) Sex Offender Registrations / () Vehicle Tow Fee / (1) CIRSA refund
<u>\$150.00</u>	<u>(2) Police Surcharge – (7) VIN Convenience Fee</u>
\$2554.44	Total

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month:
- Incident Reports: 30
- Citations/Tickets/Summons: 1
 - Municipal Court:
 - County Court: 1
- Number of Juveniles put into Diversion: 1
- Number of Persons Taken In-Custody:
 - **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

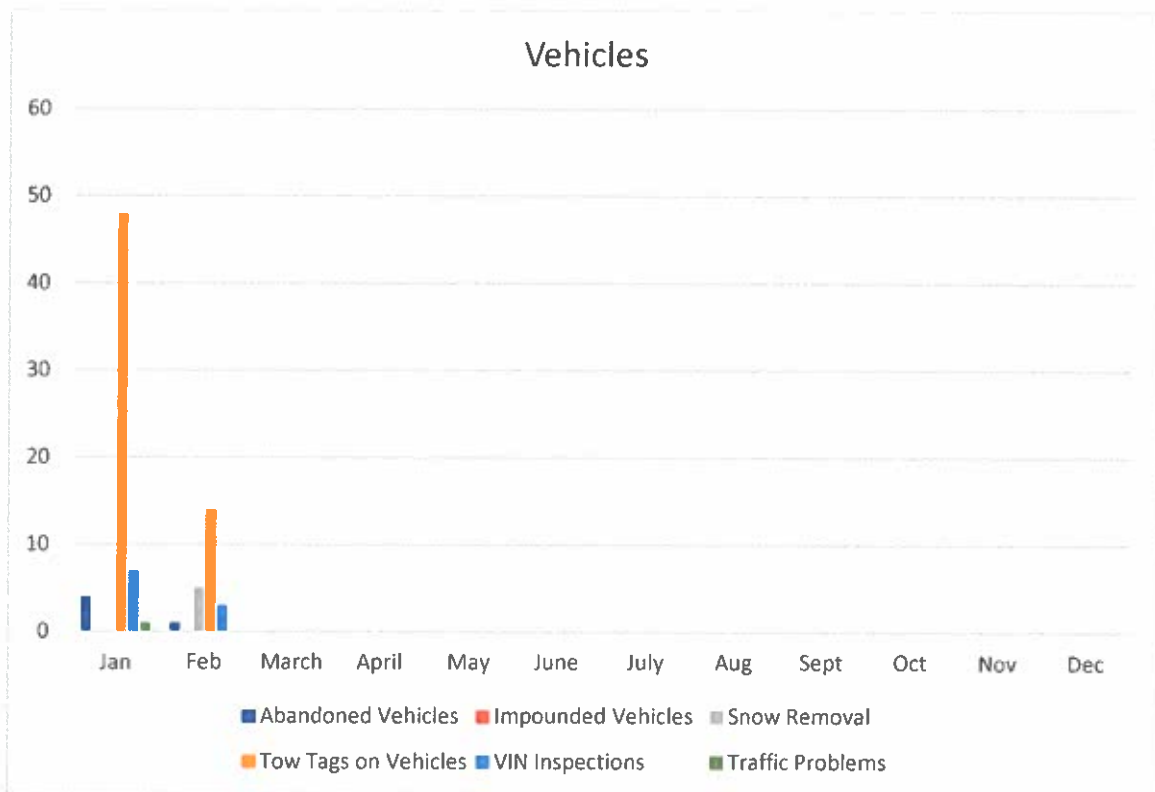
Community Service Officer Natalie Lopez

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

February CSO Monthly Reports 2024





Leadville Lake County Fire Rescue

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

Monthly Report February, 2024

CALLS FOR SERVICE

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

DEPARTMENT

- One personnel member will be out on injury for approximately 24 weeks due to a shoulder injury
- Hired a full-time administrative staff member
- Type VI Engine still on Boise. Waiting on vehicle information to insure it and invoice. Front Range Fire will do a preliminary inspection on it and drive it to Fredrick Colorado for our inspection. ETA should be the end of March
- Station II will have some kind of response capabilities utilizing a senior Engineer
-

PREVENTION/MARSHAL

- Multiple meetings with city officials on new construction projects and remodeling on historic sites
- Attended annual Colorado Emergency Management Conference
- Attended numerous meetings/trainings with OEM on upcoming county exercise
- Dozens of plan/ special events reviewed
- Coordinated with Building Dept on STR's and construction projects

OPERATIONS CHIEF/TRAINING/CMC

- 3 personnel attended 40 hours each of peer support mental health training and we have begun to put our peer support program into place.
- Ongoing Wildland mitigation work with Lake County Forest Health Council, WiRe, ARWC, etc..
- Ongoing work with Lexipol for adoption of LLCFR SOP's.
- Numerous DFPC (State) written and practical tests, as well as new certifications and recertifications for fire and EMS.
- Promoted Station II Engineer.
- Shuffled shift personnel.
- Worked with the OEM on COOP, Hazard mitigation plan, and Full-scale exercise plans.

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): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	7	10.61%				
320 - Emergency medical service, other	3	4.55%				
321 - EMS call, excluding vehicle accident with injury	20	30.30%				
322 - Motor vehicle accident with injuries	1	1.52%				
324 - Motor vehicle accident with no injuries.	8	12.12%				
331 - Lock-in (if lock out , use 511)	1	1.52%				
	Total: 40	Total: 60.61%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
412 - Gas leak (natural gas or LPG)	6	9.09%				
424 - Carbon monoxide incident	2	3.03%				
	Total: 8	Total: 12.12%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
510 - Person in distress, other	1	1.52%				
550 - Public service assistance, other	1	1.52%				
551 - Assist police or other governmental agency	1	1.52%				
	Total: 3	Total: 4.55%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	5	7.58%				
622 - No incident found on arrival at dispatch address	4	6.06%				
	Total: 9	Total: 13.64%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	3	4.55%				
735 - Alarm system sounded due to malfunction	1	1.52%				
736 - CO detector activation due to malfunction	1	1.52%				
741 - Sprinkler activation, no fire - unintentional	1	1.52%				
	Total: 6	Total: 9.09%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 66	Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

Response Times	Number of Incidents	Percent of Total
0 - 1.0 Minutes	2	3.23%
1 - 2.0 Minutes	4	6.45%
2 - 3.0 Minutes	3	4.84%
3 - 4.0 Minutes	6	9.68%
4 - 5.0 Minutes	6	9.68%
5 - 6.0 Minutes	8	12.90%
6 - 7.0 Minutes	3	4.84%
7 - 8.0 Minutes	1	1.61%
8 - 9.0 Minutes	3	4.84%
9 - 10.0 Minutes	3	4.84%
10 - 11.0 Minutes	6	9.68%
12 - 13.0 Minutes	1	1.61%
13 - 14.0 Minutes	1	1.61%
14 - 15.0 Minutes	1	1.61%
15 - 16.0 Minutes	3	4.84%
16 - 17.0 Minutes	1	1.61%
17 - 18.0 Minutes	2	3.23%
18 - 19.0 Minutes	3	4.84%
19 - 20.0 Minutes	2	3.23%
20 - 21.0 Minutes	2	3.23%
24 - 25.0 Minutes	1	1.61%
	Total: 62	Total: 100.00%

Description

This Report Doesn't Include Times Greater Than 90 Minutes



MEMO

TO: Mayor Green and Leadville City Council

FROM: Paige Vigil, Human Resources Director

MEETING DATE: March 19, 2024

SUBJECT: HR Dept. Monthly Report

Mayor Greene and Leadville City Council,

Below are updates in the human resources department that will be presented at Tuesday's meeting.

Police Chief Recruitment

- Obtained quotes from three (3) firms for recruitment services
 - GovHR/ MGT- \$25,500
 - Columbia Ltd- \$25,000
 - KRW Associates- \$20,000
 - Obtaining letter of agreement for review and approval by Council
 - Reference from Helen Migchelbrink, City Administrator- Town of Mead
 - "I would strongly recommend KRW. They were thorough, efficient, and placed an excellent Chief with us that we have now had for five years."
 - KRW Associates Phone meeting notes:
 - KRW come to Leadville, meet with City Admin and HR
 - Discuss Leadville as a location and it's highlights as a place to live
 - Focus groups- PD, Dept Heads and potentially City Council
 - Post for generally 30 days (Leadville will be difficult because of rural location, may be longer)
 - Discuss Salary, possible bonus (attractive posting)
 - Post across the country- City responsible for reimbursing for costs IN ADDITION to letter of agreement (on the back end)
 - Resumes, CLs and references goes to KRW
 - Weekly spreadsheet sent to us of ranked applicants based on discussed criteria
 - After 30 days, if good number of qualified applicants, move to next phase
 - Take decided number of finalists, take deep dive interview process with applicants
 - KRW work with us for 1-2 days (hold reception, stakeholders would come meet candidates; hold 3 panels of interviews)



- Background check can be done at this point
- Social media search, criminal history search
- KRW- All former Chiefs of Police
- Already have a pool of candidates that came really close in other searches
- Primarily serve Colorado
- If we can't find candidates we are looking for, KRW can then facilitate discussions with IGA with Sheriff department
- Once KRW comes in, they meet with officers, council, city admin, KRW provides credibility because they know the business of police chiefing

Other vacancies

Working with Sue Miller at the Leadville Workforce Center as positions open. Sue sends me email updates as to how many qualified applicants she forwards a position to.

- Planner I
 - Posted to Planning Association sites, MountainCareers, newspaper, workforce center
- Permit Technician/ Administrative Assistant
 - Posted in newspaper, workforce center
 - 1 applicant
- Streets Operator
 - Posted at workforce center
- Police Officer(s)
 - Posted on various law enforcement websites
 - 2 applicants currently in the pipeline- 1 POST certified, 1 not POST certified

Employee Appreciation Luncheon

- When: Friday, March 22, 2024
- Time: 11:30am - 12:45pm
- Where: CMC, Climax Building- Room 401



February Department Report

February

Intakes

- 15 Impounds**
 - 5 City
 - 10 County
- 1 Holds**
- Pick Ups**
 - 13 Public
 - 4 PD
 - 2 SO
- 3 Surrenders**
 - 1 City
 - 2 County

Outcomes

- 9 Adoptions**
- 9 RTO**
- 6 Unclaimed Strays**
- 0 Transfer Out**
- 0 Euthanasia**
- 3 Repeat Offenders**
- 10 Needs**
 - 5 Rabies
 - 5 Licenses

March

1 Dog, 3 Cats, and 1 Kitten transferred to Summit County Animal Shelter as they were low
 Cat Room Painted (PACFA)

BEFORE



AFTER



55 Animals cared for to date (03/18)

5 animals in our care: **5** adoptable canines: two in foster care & three at the animal shelter

Highlights

Little Boy was adopted, new volunteers trained, Maddie's Fund Open Arms Challenge Preparation, Facebook Post of Mouse with over 8.5k views and reached over 24.3 THOUSAND people!



DEPUTY CITY CLERK

February/March 2024 – LICENSES REPORT

BUSINESS

- Still receiving business licenses, but businesses are neglecting to pay the late fee

LIQUOR

- The Timberline Motel is interested in obtaining a liquor license so they can sell to people in their rented rooms.
- 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

- No updates at this time

SHORT TERM RENTAL

- The renewal period began March 15, 2024 for those who already hold a short-term rental license.
- The renewal letter was sent out on March 15, 2024 to current license holders
- Renewals for current license holders are active until April 15, 2024 at which time the remaining licenses will open up to people on the waitlist
- If anyone who already holds a permit renews after May 1, 2024 there may not be a license available



MEMO

TO: Mayor Greene and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: March 19, 2024

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

- Development Agreement
 - **New:** Railyard Block, 1 Lot 1 hotel
- Annexations
 - Leadville 7: **No update.**
- Certificates of Appropriateness (COAs)
 - **New:** Lake County Parks, Recreation, and Open Space (PROS) office facility at Huck Finn Park
 - **New:** Kio Single Family Dwelling; 501 W. 8th St.
- Building Permits
 - Railyard Block 6, Lot 1, 12 unit multi-family community housing; 1416 Silver Vault. **Update:** Project Manager Hope Colitz has resubmitted revised plans for review.
 - **New:** 900 W. 6th St. duplex
 - **New:** 311 W. 7th St. Multi-family dwelling development

Work Sessions

- Development Agreements
 - **Update:** Thelcrest Inc. 6-unit community housing development on 3/12 with City Council.
- COAs
 - **New:** Englebach House Addition and Exterior Alterations; 815 Harrison Ave.
 - **New:** Schrader's Market Rehabilitation; 200 E. 6th St.

Active applications

- COAs

- **New:** Blocker/Laham Residence Additions and Exterior Alterations; 330 W. 8th St.: 3/12 public hearing at HPC, 3/19 public hearing at City Council
- Subdivisions
 - **New:** North Leadville Addition, Block 60, Lot 9B Lot Consolidation

Pending applications

- Building Permits
 - Railyard Block 2, Lot 14, 28-unit condominium building; 309 Grand Review. **No update.**
 - Railyard Block 3, Lot 3-6, 4-unit townhome building; 1511-1517 Prospect Dr. **No update.**

Processed applications

- COAs
 - 109 Oak St. historic building demolition: **Update:** 2/13, 2/27 HPC public hearing, 3/5 City Council public hearing (continued to 4/16), applicant withdrew application.
- Subdivisions
 - **New:** St. Louis, Block 5, Lot 19-25 Consolidation, 216 Harrison Ave. (Approved)
- Building Permits
 - **New:** Timberline Motel deck; 124 E. 2nd St. (Approved)
- Variances
 - **Update:** 140 W. 7th St. porch: 3/5 Board of Adjustment public hearing (Denied)

Construction:

- Railyard Phases 1-3
 - Phase 1 Storm sewer corrections:
 - **Update:** Notice of Breach issued to High Country Developers (HCD) on 3/1. No new Building Permits have been authorized by the city since 2022. Various surveys, as-builts, and drainage memos submitted by HCD week of 3/11-3/15. City's consulting civil engineer is currently reviewing for completion and accuracy. Romer Properties LLC submitted a partial report prepared by Wright Water Engineers communicating concerns with the Railyard storm sewer system, as well as the draft of a lawsuit against HCD.

Code enforcement:

- Illegal construction complaints
 - **Update:** The Planning Director has been working with the Police Department's Community Service Officers (CSOs) to conduct enforcement in response to the following complaints.
 - 140 W. 7th St. re-roof and porch (Variance denied on 3/5)
 - 316 E. 6th St. shed
 - 224 E. 8th St. siding
 - 204 W. 5th St. re-roof
 - 1100 Hemlock St.
 - #1A roof
 - #5A roof
 - #26 structure
 - #6 RV
 - 204 W. 5th St. re-roofing

- 311 W. 8th St. window replacement
- 505 E. 6th St. RV occupancy

Code amendments

- Ordinance No. 3, Series of 2024 - Short Term Rental Licenses: The City Attorney has drafted an ordinance amending the percentage cap to numeric limits. Staff has commented on the draft of the Ordinance, and is awaiting revisions by the City Attorney. **Update:** Scheduled for first reading at City Council on 3/19.
- Title 17 - Zoning: Housing Variety Code Amendments. **No update.**
- **New:** Title 17 – Zoning: Development Agreements. City Council held a Work Session on 3/12 and directed staff to work with the City Attorney to prepare an ordinance authorizing Development Agreements.

Legislative updates:

- **New:** The City Administrator, Planning Director, and Northcraft Neighborhoods met with House Representative and Speaker Julie McCluskie to discuss HB24-1152 regarding Accessory Dwelling Units.
- **New:** The HPC submitted a letter of support to the Colorado House Finance Committee on HB24-1314 regarding the Preservation Tax Credit. Key points of HB24-1314 are as follows:
 - Doubles the residential historic tax credit per-project cap from \$50k to \$100K
 - Makes the residential tax credit refundable
 - Modifies building age requirement from 50+ years to 30+ years
 - Introduces a new \$5 million tax credit pool for commercial rehabilitation projects resulting in residential units (with a minimum of 50% of square footage dedicated to net new rental residential)
 - Reduces the lookback period for qualified rehabilitation

HPC

- **New:** Resignation of Alternate Commissioner Nancy Bailey from HPC.
 - Current HPC vacancies: 1 Commissioner, 1 Alternate Commissioner

Staffing:

- **New:** The Planner 1 position has been posted with an application closing date of 4/1.
- **New:** Lake County High School junior Erick Zalaya began an 80 hr. internship with the Planning Dept. for the Spring semester.



MEMO

TO: Mayor Greene and Leadville City Council
FROM: Kristol Hewlett, Finance Director
MEETING DATE: March 19, 2024
SUBJECT: Finance Department Monthly Report

Mayor Greene and Leadville City Council,

Below are updates in the finance department that will be presented at Tuesday's meeting.

Caselle Online Timekeeping

- Admin staff utilizing for two pay cycles
- Animal Shelter trained and will start using on March 16, 2024
- Street Department training scheduled for March 26, 2024 with kickoff on March 30, 2024
- Set up and testing continue for Police and Fire Departments

Colorado Trust Investment

- Initial investment \$2 million in PRIME
 - Average Yield to date 5.2428%
 - Income Earned through 3/21/2024 - \$4,302.80

Financial Highlights

General Fund

- General Fund Revenue -
 - YTD - \$638,363
 - MTD - \$297,372
- General Fund Expenditures -
 - YTD - \$361,604
 - MTD - \$98,478
 - Excluding February PCard
 - General Fund total \$6,714

Fire Fund

- Fire Fund Revenue –
 - YTD - \$ 584,767
 - Includes 2023 revenue received in 2024
 - MTD - \$50
 - Billed Lake County Government - \$400,011 for January-March share of budgeted expenditures
- Fire Fund Expenditures –
 - YTD - \$376,742
 - MTD - \$166,478
 - Excluding February PCard
 - Fire Fund total \$26,911

Sales Tax

- Sales Tax Revenue –
 - YTD - \$573,011
 - MTD - \$271,406
 - February sales tax as reported by Lake County Government, will be received in April

Sales tax will not tie to financial statements as it is recorded when received, not earned with the exception of any year-end accruals

Accommodations Tax

- Q4 2023 Tax Revenue - \$60,149
- \$23,458 paid to Lake County Tourism less MuniRevs fees

Upcoming Items

- Prep for the 2023 Audit

Continued Items

- Bank reconciliation catch up, finalized through May 2023
- STR Audit
 - Set-up demo/training sessions with MuniRevs to answer questions
 - Are we missing revenue?
 - Non-reporting/under-reporting?
 - Are there ways to check occupancy?

CITY OF LEADVILLE
COMBINED CASH INVESTMENT
FEBRUARY 29, 2024

COMBINED CASH ACCOUNTS

99-1002	GENERAL FUND CHECKING	1,175,942.19
	TOTAL COMBINED CASH	1,175,942.19
99-1000	CASH ALLOCATED TO OTHER FUNDS	(1,175,942.19)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	1,770,202.28
5	ALLOCATION TO CONSERVATION TRUST FUND	(94,844.43)
6	ALLOCATION TO URA FUND	(316,533.08)
7	ALLOCATION TO ACCOMMODATINS TAX FUND	57,876.56
8	ALLOCATION TO HIGH COUNTRY DEVELOPERS	120,217.18
10	ALLOCATION TO FIRE DEPARTMENT FUND	(360,976.32)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,175,942.19
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(1,175,942.19)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LEADVILLE
 BALANCE SHEET
 FEBRUARY 29, 2024

GENERAL FUND

ASSETS

01-1000	CASH ALLOCATED TO OTHER FUNDS	1,770,202.28	
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	(800.00)	
01-1501	PROPERTY TAXES RECEIVABLE	776,103.00	
01-1502	ACCOUNTS RECEIVABLE	(1,204.16)	
01-1520	DUE TO/FROM COUNTY	(782.35)	
01-1535	DUE TO/FROM URA	35,677.04	
	TOTAL ASSETS		<u>3,555,758.16</u>

LIABILITIES AND EQUITY

LIABILITIES

01-2000	ACCOUNTS PAYABLE	94,624.44	
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	553.50	
01-2215	HEALTH INSURANCE PAYABLE	888.62	
01-2220	DEFERRED PLAN PAYABLE	657.68	
01-2221	CO F & P PENSION PAYABLE	53.38	
01-2230	ACCRUED PAYROLL	48,754.00	
01-2240	FWT PAYABLE	(.03)	
01-2250	SWT PAYABLE	(5.00)	
01-2265	MISCELLANEOUS PAYROLL PAYABLE	2,139.20	
01-2280	BAIL BONDS FUND	3,263.03	
01-2281	EXCAVATION BONDS FUND	4,000.00	
01-2283	PLANNING CASH DEPOSIT PAYABLE	9,381.61	
	TOTAL LIABILITIES		1,412,636.15

FUND EQUITY

CITY OF LEADVILLE
BALANCE SHEET
FEBRUARY 29, 2024

GENERAL FUND

FUND BALANCE:			
01-2900	GENERAL FUND BALANCE	2,280,346.67	
01-2910	LEADVILLE PAVING FUND	185,682.15	
01-2915	ANIMAL SHELTER IMPROVEMENTS	30,006.50	
	REVENUE OVER EXPENDITURES - YTD	(352,913.31)	
		<u> </u>	
	BALANCE - CURRENT DATE		2,143,122.01
			<u> </u>
	TOTAL FUND EQUITY		2,143,122.01
			<u> </u>
	TOTAL LIABILITIES AND EQUITY		3,555,758.16
			<u> </u>

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL FUND REVENUES</u>					
01-300-3100	PROPERTY TAX	7,246.05	7,246.05	945,600.00	938,353.95 .8
01-300-3120	SPECIFIC OWNERSHIP TAX	5,143.03	8,102.58	60,000.00	51,897.42 13.5
01-300-3130	SALES TAX	238,094.19	502,838.29	3,900,000.00	3,397,161.71 12.9
01-300-3135	MARIJUANA EXCISE TAX (CITY)	8,370.65	8,370.65	20,000.00	11,629.35 41.9
01-300-3140	CIGARETTE TAX	.00	.00	4,500.00	4,500.00 .0
01-300-3150	SEVERANCE TAX	.00	.00	300,000.00	300,000.00 .0
01-300-3160	FRANCHISE TAX	24,269.33	36,453.17	180,000.00	143,546.83 20.3
01-300-3170	PENALTIES & INT DELIQUENT TAX	.00	.00	2,000.00	2,000.00 .0
01-300-3210	BUSINESS LICENSES	300.00	5,145.00	15,000.00	9,855.00 34.3
01-300-3220	LIQUOR LICENSE	350.00	525.00	6,000.00	5,475.00 8.8
01-300-3225	MARIJUANA APPLICATION FEE	.00	.00	21,000.00	21,000.00 .0
01-300-3226	RETAIL MARIJUANA TAX/STATE	.00	.00	55,000.00	55,000.00 .0
01-300-3240	EXCAVATION & ZONING PERMITS	250.00	250.00	20,000.00	19,750.00 1.3
01-300-3256	STR FEE CLASS 2	.00	.00	57,000.00	57,000.00 .0
01-300-3258	STR CONVENIENCE FEE	15.35	139.13	500.00	360.87 27.8
01-300-3260	CONDITIONAL USE PERMITS	.00	.00	1,500.00	1,500.00 .0
01-300-3270	SIGN PERMIT	.00	50.00	300.00	250.00 16.7
01-300-3280	OTHER ZONING APPLICATION FEES	1,300.00	1,350.00	2,000.00	650.00 67.5
01-300-3320	ANIMAL SHELTER FEES	1,455.00	1,935.00	25,000.00	23,065.00 7.7
01-300-3321	ANIMAL SHELTER (COUNTY)	.00	53,052.27	160,365.00	107,312.73 33.1
01-300-3330	MOTOR VEHICLE 1.5	1,051.13	1,945.43	13,000.00	11,054.57 15.0
01-300-3340	STATE HIGHWAY MAINTENANCE	.00	.00	18,000.00	18,000.00 .0
01-300-3350	HIGHWAY USERS TAX	.00	.00	122,000.00	122,000.00 .0
01-300-3400	POLICE SURCHARGE	150.00	375.00	2,000.00	1,625.00 18.8
01-300-3410	COURT FINES	.00	295.00	6,961.00	6,666.00 4.2
01-300-3420	PARKING FINES	175.00	300.00	6,000.00	5,700.00 5.0
01-300-3430	TRAFFIC FINES	200.00	250.00	3,000.00	2,750.00 8.3
01-300-3440	OTHER FINES	.00	.00	1,000.00	1,000.00 .0
01-300-3501	EARNINGS ON DEPOSIT-GF OPERATI	.00	.00	1,500.00	1,500.00 .0
01-300-3505	EARNING ON DEPOSIT-PD SURCHARG	.00	.00	10.00	10.00 .0
01-300-3506	EARNINGS ON DEPOSIT-GEN INVEST	.00	.00	100,000.00	100,000.00 .0
01-300-3508	EARNING ON DEPOSIT-BAIL BONDS	.00	.00	10.00	10.00 .0
01-300-3510	MISCELLANEOUS	2,229.44	2,557.44	6,000.00	3,442.56 42.6
01-300-3518	CHARGE POINT/EV CHARGING	.00	.00	10,000.00	10,000.00 .0
01-300-3519	SPRUCE ST HOUSE REIMBURSEMENTS	3,817.10	3,817.10	15,000.00	11,182.90 25.5
01-300-3520	REIMBURSEMENTS	1,752.00	1,752.00	2,500.00	748.00 70.1
01-300-3605	CITY ADMINISTRATOR GRANT	.00	.00	32,000.00	32,000.00 .0
01-300-3620	OTHER GRANTS	.00	.00	2,500.00	2,500.00 .0
01-300-3822	POLICE DEPT STATE GRANT	796.13	796.13	.00	(796.13) .0
01-300-3900	ADMINISTRATIVE FEE - FIRE	.00	.00	28,000.00	28,000.00 .0
01-300-5531	DONATION ANIMAL SHELTER	408.00	818.00	18,000.00	17,182.00 4.5
	TOTAL GENERAL FUND REVENUES	297,372.40	638,363.24	6,163,246.00	5,524,882.76 10.4
	TOTAL FUND REVENUE	297,372.40	638,363.24	6,163,246.00	5,524,882.76 10.4

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE EXPENDITURES:</u>					
01-40-1-5000 SALARY	5,613.18	10,090.12	68,800.00	58,709.88	14.7
01-40-1-5011 DISCRETIONARY EMPLOYEE BONUS'	.00	.00	20,000.00	20,000.00	.0
01-40-1-5120 FICA - EMPLOYER	346.50	622.25	4,266.00	3,643.75	14.6
01-40-1-5130 FICA MEDICARE - EMPLOYER	81.05	145.56	998.00	852.44	14.6
01-40-1-5150 HEALTH INSURANCE	106.85	239.65	.00	(239.65)	.0
01-40-1-5165 STATE UNEMPLOYMENT TAX	2.26	3.97	.00	(3.97)	.0
01-40-1-6202 SUPPLIES	.00	.00	1,300.00	1,300.00	.0
01-40-1-6203 OPERATING EXPENSES	.00	.00	500.00	500.00	.0
01-40-1-6310 EDUCATION & CONFERENCES	.00	.00	1,000.00	1,000.00	.0
01-40-1-6311 TRAVEL	.00	.00	1,000.00	1,000.00	.0
TOTAL EXECUTIVE EXPENDITURES	6,149.84	11,101.55	97,864.00	86,762.45	11.3
<u>ADMINISTRATIVE EXPENDITURES:</u>					
01-40-2-5000 SALARY	21,080.21	40,738.70	305,364.00	264,625.30	13.3
01-40-2-5007 OVERTIME	127.27	127.27	500.00	372.73	25.5
01-40-2-5011 ADMIN BONUS	2,000.00	2,000.00	.00	(2,000.00)	.0
01-40-2-5120 FICA	1,405.68	2,591.41	18,964.00	16,372.59	13.7
01-40-2-5130 FICA MEDICARE	328.77	606.09	4,435.00	3,828.91	13.7
01-40-2-5140 DEFERRED PLAN	185.67	372.11	13,761.00	13,388.89	2.7
01-40-2-5150 HEALTH INSURANCE	1,625.24	3,235.24	36,218.00	32,982.76	8.9
01-40-2-5165 STATE UNEMPLOYMENT TAX	46.42	85.75	612.00	526.25	14.0
01-40-2-6202 SUPPLIES	27.68	27.68	2,325.00	2,297.32	1.2
01-40-2-6310 EDUCATION & CONFERENCES	95.00	95.00	2,000.00	1,905.00	4.8
01-40-2-6311 TRAVEL	395.26	395.26	850.00	454.74	46.5
TOTAL ADMINISTRATIVE EXPENDITURES	27,317.20	50,274.51	385,029.00	334,754.49	13.1

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT EXPENDITURES:</u>					
01-40-3-5000 SALARY	2,218.57	4,437.14	31,142.00	26,704.86	14.3
01-40-3-5011 JUDGE BONUS	400.00	400.00	.00 (	400.00)	.0
01-40-3-5120 FICA	159.11	293.48	1,931.00	1,637.52	15.2
01-40-3-5130 FICA MEDICARE	37.21	68.64	452.00	383.36	15.2
01-40-3-5150 HEALTH INSURANCE	133.03	260.87	2,220.00	1,959.13	11.8
01-40-3-5165 STATE UNEMPLOYMENT TAX	5.24	9.68	62.00	52.32	15.6
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	.00	162.00	162.00	.0
01-40-3-6301 LEGAL FEES-PROS. ATTORNEY	3,280.46	3,280.46	11,800.00	8,519.54	27.8
01-40-3-6303 PROFESSIONAL SERVICES - OTHER	.00	.00	2,700.00	2,700.00	.0
01-40-3-6310 EDUCATION & CONFERENCES	.00	.00	1,000.00	1,000.00	.0
01-40-3-6311 TRAVEL	.00	.00	2,600.00	2,600.00	.0
01-40-3-6312 DUES & MEMBERSHIPS	.00	.00	82.00	82.00	.0
01-40-3-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-3-6570 INTERPRETER	.00	.00	1,200.00	1,200.00	.0
TOTAL MUNICIPAL COURT EXPENDITURES	6,233.62	8,750.27	58,001.00	49,250.73	15.1
<u>CITY CLERK EXPENDITURES:</u>					
01-40-4-5000 SALARY	3,561.60	7,215.51	45,924.00	38,708.49	15.7
01-40-4-5011 CLERK BONUS	1,600.00	1,600.00	.00 (	1,600.00)	.0
01-40-4-5120 FICA	307.04	520.84	2,847.00	2,326.16	18.3
01-40-4-5130 FICA MEDICARE	71.80	121.79	666.00	544.21	18.3
01-40-4-5150 HEALTH INSURANCE	532.13	1,043.50	6,959.00	5,915.50	15.0
01-40-4-5165 STATE UNEMPLOYMENT TAX	10.32	17.44	87.00	69.56	20.1
01-40-4-6304 CODIFICATION OF MUNICIPAL CODE	.00	.00	5,000.00	5,000.00	.0
01-40-4-6310 EDUCATION & CONFERENCES	.00	.00	1,500.00	1,500.00	.0
01-40-4-6501 OTHER EXPENSES	.00	.00	100.00	100.00	.0
01-40-4-6545 LEGAL PUBLICATIONS	.00	125.91	5,000.00	4,874.09	2.5
TOTAL CITY CLERK EXPENDITURES	6,082.89	10,644.99	68,083.00	57,438.01	15.6
<u>CITY TREASURER EXPENDITURES:</u>					
01-40-5-5000 SALARY	7,816.64	16,771.51	108,182.00	91,410.49	15.5
01-40-5-5120 FICA	445.32	961.21	6,707.00	5,745.79	14.3
01-40-5-5130 FICA MEDICARE	104.15	224.80	1,569.00	1,344.20	14.3
01-40-5-5140 DEFERRED PLAN	.00	.00	4,849.00	4,849.00	.0
01-40-5-5150 HEALTH INSURANCE	1,487.54	2,975.08	9,527.00	6,551.92	31.2
01-40-5-5165 STATE UNEMPLOYMENT TAX	15.62	33.33	162.00	128.67	20.6
01-40-5-6310 EDUCATION AND CONFERENCES	.00	.00	500.00	500.00	.0
01-40-5-6311 TRAVEL	.00	814.29	100.00 (	714.29)	814.3
01-40-5-6312 DUES & MEMBERSHIP	.00	.00	300.00	300.00	.0
TOTAL CITY TREASURER EXPENDITURES	9,869.27	21,780.22	131,896.00	110,115.78	16.5
<u>CITY HALL EXPENDITURES:</u>					

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-6-5000 SALARY	624.00	1,360.32	12,096.00	10,735.68	11.3
01-40-6-5120 FICA	38.69	84.34	750.00	665.66	11.3
01-40-6-5130 FICA MEDICARE	9.05	19.72	175.00	155.28	11.3
01-40-6-5165 UNEMPLOYMENT TAX	1.25	2.72	24.00	21.28	11.3
01-40-6-6202 SUPPLIES	1,553.37	2,331.90	8,000.00	5,668.10	29.2
01-40-6-6204 POSTAGE	.00	313.34	2,500.00	2,186.66	12.5
01-40-6-6205 OPERATING EXPENSES	2,160.00	3,576.00	9,000.00	5,424.00	39.7
01-40-6-6209 LEASE PAYMENTS	.00	.00	7,500.00	7,500.00	.0
01-40-6-6215 809 SPRUCE ST. MAINTENANCE	1,396.71	2,453.64	3,000.00	546.36	81.8
01-40-6-6216 BUILDING MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
01-40-6-6217 117 W 10TH STREET	6,611.56	6,611.56	.00	(6,611.56)	.0
01-40-6-6300 PROFESSIONAL SERVICES - HR SER	94.19	94.19	.00	(94.19)	.0
01-40-6-6301 PROFESSIONAL SERVICES - LEGAL	.00	.00	100,000.00	100,000.00	.0
01-40-6-6302 PROFESSIONAL SERVICES - AUDIT	.00	.00	48,400.00	48,400.00	.0
01-40-6-6303 PROFESSIONAL SERVICES - OTHER	.00	13,618.67	44,000.00	30,381.33	31.0
01-40-6-6306 TREASURERS FEES (PROPERTY TAX)	141.25	141.25	27,912.00	27,770.75	.5
01-40-6-6307 SHORT TERM RENTAL MERCHANT FEE	.00	.00	1,000.00	1,000.00	.0
01-40-6-6308 LURA PROPERTY TAX DISBURSEMENT	183.53	183.53	.00	(183.53)	.0
01-40-6-6312 DUES & MEMBERSHIP	2,096.00	2,165.99	3,000.00	834.01	72.2
01-40-6-6330 TELEPHONE	1,075.36	1,314.67	8,000.00	6,685.33	16.4
01-40-6-6338 PARKLET UTILITIES	629.95	728.95	3,000.00	2,271.05	24.3
01-40-6-6339 809 SPRUCE ST. UTILITIES	314.05	487.31	14,000.00	13,512.69	3.5
01-40-6-6340 UTILITIES	11,143.88	12,438.56	20,000.00	7,561.44	62.2
01-40-6-6341 STREET LIGHTING	3,373.52	3,373.52	40,000.00	36,626.48	8.4
01-40-6-6342 EV CHARGING STATION UTILITIES	1,797.72	.00	24,000.00	24,000.00	.0
01-40-6-6501 OTHER EXPENSES	590.89	950.89	8,000.00	7,049.11	11.9
01-40-6-6504 TABOR HOME EXPENSES	18,403.66	19,952.11	2,500.00	(17,452.11)	798.1
01-40-6-6511 HOUSE WITH THE EYE EXPENSES	342.60	342.60	2,500.00	2,157.40	13.7
01-40-6-6520 INSURANCE	8,225.85	42,915.46	187,862.00	144,946.54	22.8
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	6,392.50	6,392.50	.00	(6,392.50)	.0
01-40-6-6531 TRANSFERS TO OTHER FUNDS	.00	.00	685,733.00	685,733.00	.0
01-40-6-6535 MAIN STREET PRGM EXPENDITURES	.00	65,000.00	65,000.00	.00	100.0
01-40-6-6550 COMPUTER EQUIPMENT/MAINTENANCE	4,986.88	8,066.32	34,500.00	26,433.68	23.4
01-40-6-6551 COMPUTER SOFTWARE	.00	.00	12,000.00	12,000.00	.0
01-40-6-6555 HOUSING ADMINISTRATOR FUND TRA	.00	.00	35,000.00	35,000.00	.0
01-40-6-6567 NATIONAL PARKS TOH GRANT EXPEN	1,030.00	1,030.00	.00	(1,030.00)	.0
01-40-6-6568 EV CHARGING STATION PROJECT	4,950.00	4,950.00	.00	(4,950.00)	.0
01-40-6-6905 OPERATING CONTINGENCY	20,033.15	20,033.15	146,015.00	125,981.85	13.7
01-40-6-6906 SUPPL BUDGET APPROPRIATION	.00	.00	383,411.00	383,411.00	.0
01-40-6-7001 XEROX COPIER	278.34	671.18	6,000.00	5,328.82	11.2
01-40-6-9000 CAPITAL PURCHASE	.00	.00	75,492.00	75,492.00	.0
TOTAL CITY HALL EXPENDITURES	98,477.95	361,604.39	2,210,370.00	1,848,765.61	16.4
 <u>MAIN STREET EXPENDITURES:</u>					
TOTAL MAIN STREET EXPENDITURES	.00	.00	.00	.00	.0
 <u>PLANNING DEPARTMENT EXPENDITUR:</u>					
01-40-8-5000 SALARY - DIRECTOR - P&Z - HPC	10,781.56	22,523.14	201,150.00	178,626.86	11.2

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-8-5011 PLANNING BONUS	2,000.00	2,000.00	.00	(2,000.00)	.0
01-40-8-5120 FICA	777.76	1,447.68	12,471.00	11,023.32	11.6
01-40-8-5130 FICA MEDICARE	176.31	333.02	2,917.00	2,583.98	11.4
01-40-8-5140 DEFERRED PLAN	581.54	1,186.34	7,560.00	6,373.66	15.7
01-40-8-5150 HEALTH INSURANCE	1,771.46	3,542.92	72.00	(3,470.92)	4920.7
01-40-8-5165 STATE UNEMPLOYMENT TAX	25.51	48.93	402.00	353.07	12.2
01-40-8-6301 PROFESSIONAL SERVICES - LEGAL	19,016.91	19,016.91	14,800.00	(4,216.91)	128.5
01-40-8-6304 PROFESSIONAL SERVICES - ENGINE	721.75	721.75	8,000.00	7,278.25	9.0
01-40-8-6310 EDUCATION AND CONFERENCES	.00	.00	3,900.00	3,900.00	.0
01-40-8-6311 TRAVEL	.00	.00	2,500.00	2,500.00	.0
01-40-8-6312 DUES & MEMBERSHIP	.00	.00	1,250.00	1,250.00	.0
01-40-8-6515 CODE AMENDMENTS - CONSULTANTS	.00	.00	10,000.00	10,000.00	.0
01-40-8-6526 HISTORIC PRESERVATION COMMISSI	230.00	230.00	8,700.00	8,470.00	2.6
01-40-8-6545 LEGAL PUBLICATIONS	79.82	102.01	500.00	397.99	20.4
TOTAL PLANNING DEPARTMENT EXPENDIT	36,162.62	51,152.70	274,222.00	223,069.30	18.7
TOTAL GENERAL OPERATING EXPENDITUR	190,293.39	515,308.63	3,225,465.00	2,710,156.37	16.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
<u>POLICE DEPARTMENT EXPENDITURES:</u>					
01-60-0-5000 SALARY	35,818.96	74,621.96	709,277.00	634,655.04	10.5
01-60-0-5003 PART-TIME WAGES	1,423.75	2,465.52	.00	(2,465.52)	.0
01-60-0-5004 CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
01-60-0-5007 OVERTIME	1,299.04	2,277.45	15,000.00	12,722.55	15.2
01-60-0-5010 HOLIDAY PAY	.00	1,714.88	3,000.00	1,285.12	57.2
01-60-0-5011 PD BONUS	4,000.00	4,000.00	.00	(4,000.00)	.0
01-60-0-5016 FTO PAY	.00	.00	2,000.00	2,000.00	.0
01-60-0-5032 SHIFT DIFFERENTIAL	303.78	589.60	3,500.00	2,910.40	16.9
01-60-0-5120 FICA	1,399.55	2,793.37	19,322.00	16,528.63	14.5
01-60-0-5130 FICA MEDICARE	612.83	1,225.32	10,654.00	9,428.68	11.5
01-60-0-5140 DEFERRED PLAN	.00	.00	7,000.00	7,000.00	.0
01-60-0-5145 CO F & P PENSION	1,643.49	3,353.78	44,213.00	40,859.22	7.6
01-60-0-5150 HEALTH INSURANCE	2,095.67	3,989.95	30,000.00	26,010.05	13.3
01-60-0-5165 STATE UNEMPLOYMENT TAX	85.70	171.33	1,470.00	1,298.67	11.7
01-60-0-6202 SUPPLIES	1,175.48	1,188.47	6,000.00	4,811.53	19.8
01-60-0-6209 VEHICLE LEASE PAYMENTS	10,085.39	8,391.36	50,348.00	41,956.64	16.7
01-60-0-6210 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
01-60-0-6211 GAS AND OIL	1,112.11	1,561.86	15,000.00	13,438.14	10.4
01-60-0-6215 EQUIPMENT REPAIR & MAINTENANCE	.00	403.13	2,000.00	1,596.87	20.2
01-60-0-6310 EDUCATION & CONFERENCES	.00	.00	25,000.00	25,000.00	.0
01-60-0-6311 TRAVEL	.00	.00	4,000.00	4,000.00	.0
01-60-0-6312 DUES & MEMBERSHIP	680.72	1,220.72	1,100.00	(120.72)	111.0
01-60-0-6330 TELEPHONE	2,258.56	2,540.41	14,000.00	11,459.59	18.2
01-60-0-6340 UTILITIES	110.62	165.93	3,500.00	3,334.07	4.7
01-60-0-6401 UNIFORM ALLOWANCE	395.54	395.54	8,000.00	7,604.46	4.9
01-60-0-6403 PHYSICALS	.00	.00	4,000.00	4,000.00	.0
01-60-0-6404 PSYCHE EVALUATIONS	.00	.00	2,500.00	2,500.00	.0
01-60-0-6500 LEGAL SUPPORT FOR OFFICERS	.00	.00	1,500.00	1,500.00	.0
01-60-0-6501 OTHER EXPENSES	26.73	26.73	2,500.00	2,473.27	1.1
01-60-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	3,499.88	5,249.82	54,613.00	49,363.18	9.6
01-60-0-6551 COMPUTER SOFTWARE	419.98	419.98	4,500.00	4,080.02	9.3
01-60-0-6615 TOWING	.00	.00	1,000.00	1,000.00	.0
01-60-0-6621 INVESTIGATIVE EXPENDITURES	.00	.00	5,000.00	5,000.00	.0
01-60-0-6625 CRIME PREVENTION	.00	.00	7,000.00	7,000.00	.0
01-60-0-6640 BULLET RESISTANT VESTS	.00	.00	6,000.00	6,000.00	.0
01-60-0-6643 AMMUNITION	519.80	519.80	4,500.00	3,980.20	11.6
01-60-0-6901 OFFICE EQUIPMENT EXPENDITURES	42.90	42.90	1,500.00	1,457.10	2.9
01-60-0-6906 SUPPL BUDGET APPROPRIATION	.00	173,000.00	173,000.00	.00	100.0
01-60-0-7001 XEROX COPIER LEASE	173.95	566.80	2,600.00	2,033.20	21.8
01-60-0-7003 POLICE CAPITAL	.00	.00	12,000.00	12,000.00	.0
TOTAL POLICE DEPARTMENT EXPENDITUR	69,184.43	292,896.61	1,263,597.00	970,700.39	23.2
TOTAL POLICE DEPARTMENT	69,184.43	292,896.61	1,263,597.00	970,700.39	23.2

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET DEPARTMENT</u>					
<u>STREET DEPARTMENT EXPENDITURES:</u>					
01-70-0-5000 SALARY	29,577.95	59,140.85	464,125.00	404,984.15	12.7
01-70-0-5007 OVERTIME	6,174.46	9,988.68	6,000.00	(3,988.68)	166.5
01-70-0-5010 HOLIDAY PAY	.00	1,824.17	1,500.00	(324.17)	121.6
01-70-0-5011 STREET BONUS	6,000.00	6,000.00	.00	(6,000.00)	.0
01-70-0-5031 OUT-OF-POSITION PAY	78.00	108.00	900.00	792.00	12.0
01-70-0-5120 FICA	2,499.83	4,590.52	29,297.00	24,706.48	15.7
01-70-0-5130 FICA MEDICARE	584.63	1,073.56	6,852.00	5,778.44	15.7
01-70-0-5140 DEFERRED PLAN	331.86	658.89	5,000.00	4,341.11	13.2
01-70-0-5150 HEALTH INSURANCE	3,912.38	7,824.76	47,080.00	39,255.24	16.6
01-70-0-5165 STATE UNEMPLOYMENT TAX	83.66	151.67	945.00	793.33	16.1
01-70-0-6202 SUPPLIES	475.60	969.57	2,500.00	1,530.43	38.8
01-70-0-6209 VEHICLE LEASE PAYMENTS	.00	.00	278,315.00	278,315.00	.0
01-70-0-6210 VEHICLE REPAIRS	447.49	447.49	4,000.00	3,552.51	11.2
01-70-0-6211 GAS AND OIL	8,825.82	12,021.05	35,000.00	22,978.95	34.4
01-70-0-6215 EQUIPMENT REPAIR & MAINTENANCE	4,621.16	4,948.58	14,000.00	9,051.42	35.4
01-70-0-6216 BUILDING REPAIR & MAINTENANCE	.00	.00	69,000.00	69,000.00	.0
01-70-0-6310 EDUCATION & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
01-70-0-6311 TRAVEL	.00	.00	2,000.00	2,000.00	.0
01-70-0-6330 TELEPHONE	449.02	553.96	2,000.00	1,446.04	27.7
01-70-0-6340 UTILITIES	3,791.51	4,066.73	12,000.00	7,933.27	33.9
01-70-0-6341 STREET LIGHTING	.00	139.93	4,000.00	3,860.07	3.5
01-70-0-6345 LANDFILL	605.00	605.00	500.00	(105.00)	121.0
01-70-0-6401 UNIFORM ALLOWANCE	256.97	656.87	4,800.00	4,143.13	13.7
01-70-0-6403 PHYSICALS AND TESTS	87.00	347.27	1,000.00	652.73	34.7
01-70-0-6404 SAFETY EQUIPMENT	.00	.00	800.00	800.00	.0
01-70-0-6501 OTHER EXPENSES	.00	.00	500.00	500.00	.0
01-70-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	489.40	753.56	3,000.00	2,246.44	25.1
01-70-0-6800 CONTRACT SNOW REMOVAL	.00	.00	1,500.00	1,500.00	.0
01-70-0-6902 SMALL EQUIPMENT	187.57	187.57	4,000.00	3,812.43	4.7
01-70-0-7200 STREET MAINTENANCE	13,180.00	13,180.00	200,000.00	186,820.00	6.6
01-70-0-7210 STREET SIGNAGE	.00	.00	10,000.00	10,000.00	.0
01-70-0-7255 STREET MATERIALS	3,182.25	3,182.25	22,000.00	18,817.75	14.5
TOTAL STREET DEPARTMENT EXPENDITUR	85,841.56	133,420.93	1,234,614.00	1,101,193.07	10.8
TOTAL STREET DEPARTMENT	85,841.56	133,420.93	1,234,614.00	1,101,193.07	10.8

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL SHELTER</u>					
<u>ANIMAL SHELTER EXPENDITURES:</u>					
01-80-0-5000 SALARY	17,145.39	35,735.90	286,416.00	250,680.10	12.5
01-80-0-5007 OVERTIME	.00	169.55	.00	(169.55)	.0
01-80-0-5010 HOLIDAY PAY	.00	114.22	1,000.00	885.78	11.4
01-80-0-5011 ANIMAL SHELTER BONUS	1,500.00	1,500.00	.00	(1,500.00)	.0
01-80-0-5120 FICA	1,134.97	2,284.11	17,820.00	15,535.89	12.8
01-80-0-5130 FICA - MEDICARE	265.44	534.21	4,168.00	3,633.79	12.8
01-80-0-5140 DEFERRED PLAN	.00	.00	2,392.00	2,392.00	.0
01-80-0-5150 HEALTH INSURANCE	780.28	1,560.56	8,360.00	6,799.44	18.7
01-80-0-5165 STATE UNEMPLOYMENT TAX	37.29	75.05	575.00	499.95	13.1
01-80-0-6202 SUPPLIES	665.15	783.06	3,000.00	2,216.94	26.1
01-80-0-6210 VEHICLE REPAIRS	26.76	26.76	2,050.00	2,023.24	1.3
01-80-0-6211 GAS AND OIL	679.21	732.48	1,000.00	267.52	73.3
01-80-0-6216 BUILDING MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
01-80-0-6310 EDUCATION AND CONFERENCE	.00	561.00	800.00	239.00	70.1
01-80-0-6311 TRAVEL	.00	.00	582.00	582.00	.0
01-80-0-6312 MEMBERSHIPS	660.89	660.89	750.00	89.11	88.1
01-80-0-6330 TELEPHONE	35.33	70.66	1,100.00	1,029.34	6.4
01-80-0-6331 INTERNET ANIMAL SHELTER	54.95	109.90	600.00	490.10	18.3
01-80-0-6340 UTILITIES	271.29	370.29	4,000.00	3,629.71	9.3
01-80-0-6401 UNIFORM ALLOWANCE	378.00	378.00	800.00	422.00	47.3
01-80-0-6501 OTHER EXPENSES	78.46	78.46	1,500.00	1,421.54	5.2
01-80-0-6505 ANIMAL EXPENSES	599.83	599.83	19,600.00	19,000.17	3.1
01-80-0-6520 INSURANCE	506.88	2,466.74	12,869.00	10,402.26	19.2
01-80-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	520.48	815.72	2,454.00	1,638.28	33.2
01-80-0-6901 OFFICE EQUIPMENT EXPENDITURES	22.99	22.99	1,000.00	977.01	2.3
TOTAL ANIMAL SHELTER EXPENDITURES	25,363.59	49,650.38	384,836.00	335,185.62	12.9
TOTAL ANIMAL SHELTER	25,363.59	49,650.38	384,836.00	335,185.62	12.9
TOTAL FUND EXPENDITURES	370,682.97	991,276.55	6,108,512.00	5,117,235.45	16.2
NET REVENUE OVER EXPENDITURES	(73,310.57)	(352,913.31)	54,734.00	407,647.31	(644.8)
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
 FEBRUARY 29, 2024

CONSERVATION TRUST FUND

ASSETS

05-1000	CASH ALLOCATED TO OTHER FUNDS	(	94,844.43)	
05-1006	COMMUNITY CONSERVATION TRUST		60,321.04	
			<u>60,321.04</u>	
	TOTAL ASSETS			(34,523.39)
				<u><u>34,523.39</u></u>

LIABILITIES AND EQUITY

LIABILITIES

05-2000	ACCOUNTS PAYABLE - CONSERVE		293.50	
05-2200	FICA PAYABLE		20.51	
05-2210	UNEMPLOYMENT PAYABLE		3.94	
			<u>317.95</u>	
	TOTAL LIABILITIES			317.95

FUND EQUITY

FUND BALANCE:				
05-2900	CONSERVATION TRST FUND BALANCE	(	23,159.91)	
	REVENUE OVER EXPENDITURES - YTD	(	11,681.43)	
			<u>11,681.43</u>	
	BALANCE - CURRENT DATE	(	34,841.34)	
			<u>34,841.34</u>	
	TOTAL FUND EQUITY			(34,841.34)
				<u><u>34,841.34</u></u>
	TOTAL LIABILITIES AND EQUITY			(34,523.39)
				<u><u>34,523.39</u></u>

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONSERVATION TRUST FUND REVENUE</u>					
05-300-3506 EARNINGS ON DEPOSIT-CTF	.00	.00	600.00	600.00	.0
05-300-3552 TABOR HOME REVENUE	.00	.00	2,500.00	2,500.00	.0
05-300-3553 HOUSE WITH THE EYE REVENUE	.00	.00	2,500.00	2,500.00	.0
05-300-3700 STATE LOTTERY	.00	.00	30,000.00	30,000.00	.0
05-300-3900 TRANSFER FROM CTF FUND BALANCE	.00	.00	1,064.00	1,064.00	.0
TOTAL CONSERVATION TRUST FUND REVE	.00	.00	36,664.00	36,664.00	.0
TOTAL FUND REVENUE	.00	.00	36,664.00	36,664.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST FUND EXPEND:</u>					
05-40-1-5000 SALARY	1,456.00	3,174.08	8,024.00	4,849.92	39.6
05-40-1-5120 FICA	90.27	196.79	498.00	301.21	39.5
05-40-1-5130 FICA MEDICARE	21.11	46.03	116.00	69.97	39.7
05-40-1-5165 STATE UNEMPLOYMENT TAX	2.91	6.35	16.00	9.65	39.7
05-40-1-7301 PARKS MAINTENANCE	4,200.25	8,189.23	10,000.00	1,810.77	81.9
05-40-1-7302 TABOR HOME MUSEUM MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7303 HOUSE WITH THE EYE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7310 MISC. CONSERVATION	.00	68.95	13,000.00	12,931.05	.5
TOTAL CONSERVATION TRUST FUND EXPE	5,770.54	11,681.43	36,654.00	24,972.57	31.9
TOTAL CONSERVATION TRUST FUND	5,770.54	11,681.43	36,654.00	24,972.57	31.9
TOTAL FUND EXPENDITURES	5,770.54	11,681.43	36,654.00	24,972.57	31.9
NET REVENUE OVER EXPENDITURES	(5,770.54)	(11,681.43)	10.00	11,691.43	(11681

CITY OF LEADVILLE
 BALANCE SHEET
 FEBRUARY 29, 2024

URA FUND

ASSETS

06-1000	CASH ALLOCATED TO OTHER FUNDS	(	316,533.08)	
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			(292,902.96)

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	(	281,191.00)	
	REVENUE OVER EXPENDITURES - YTD	(	850.00)	
	BALANCE - CURRENT DATE	(	282,041.00)	
	TOTAL FUND EQUITY			(282,041.00)
	TOTAL LIABILITIES AND EQUITY			(292,902.96)

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

URA FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>URA REVENUES</u>						
06-300-3900	TRANSFER FROM URA FUND BALANCE	.00	.00	30,000.00	30,000.00	.0
	TOTAL URA REVENUES	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND REVENUE	.00	.00	30,000.00	30,000.00	.0

CITY OF LEADVILLE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

URA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>URA EXPENDITURES</u>						
06-99-0-6301	PROFESSIONAL SVCS - URA LEGAL	850.00	850.00	30,000.00	29,150.00	2.8
	TOTAL SUB DEPARTMENT 0	850.00	850.00	30,000.00	29,150.00	2.8
	TOTAL URA EXPENDITURES	850.00	850.00	30,000.00	29,150.00	2.8
	TOTAL FUND EXPENDITURES	850.00	850.00	30,000.00	29,150.00	2.8
	NET REVENUE OVER EXPENDITURES	(850.00)	(850.00)	.00	850.00	.0

CITY OF LEADVILLE
 BALANCE SHEET
 FEBRUARY 29, 2024

ACCOMMODATIONS TAX FUND

ASSETS

07-1000	CASH ALLOCATED TO OTHER FUNDS		57,876.56
	TOTAL ASSETS		<u>57,876.56</u>

LIABILITIES AND EQUITY

FUND EQUITY

FUND BALANCE:			
07-2900	ACCOMMODATIONS TAX	(2,272.14)	
	REVENUE OVER EXPENDITURES - YTD	<u>60,148.70</u>	
	BALANCE - CURRENT DATE		<u>57,876.56</u>
	TOTAL FUND EQUITY		<u>57,876.56</u>
	TOTAL LIABILITIES AND EQUITY		<u>57,876.56</u>

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

ACCOMMODATIONS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ACCOMMODATIONS TAX REVENUES</u>						
07-300-3710	CITY SHARE OF HOUSING DIRECTOR	.00	.00	35,000.00	35,000.00	.0
07-300-3715	MERCHANT FEE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
07-300-3800	ACCOMMODATIONS TAX	6,507.18	60,148.70	215,000.00	154,851.30	28.0
TOTAL ACCOMMODATIONS TAX REVENUES		6,507.18	60,148.70	251,500.00	191,351.30	23.9
TOTAL FUND REVENUE		6,507.18	60,148.70	251,500.00	191,351.30	23.9

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

ACCOMMODATIONS TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ACCOMMODATIONS TAX EXPENDITURE</u>					
07-40-0-5000 HOUSING DIRECTOR SERVICES	.00	.00	70,000.00	70,000.00	.0
07-40-0-6000 PROFESSIONAL SERVICES	.00	.00	6,400.00	6,400.00	.0
07-40-0-6307 MERCHANT FEE	.00	.00	2,000.00	2,000.00	.0
07-40-0-6400 TOURISM PANEL SHARE	.00	.00	83,902.00	83,902.00	.0
07-40-0-6410 MISCELLANEOUS HOUSING PROJECTS	.00	.00	89,198.00	89,198.00	.0
TOTAL SUB DEPARTMENT 0	.00	.00	251,500.00	251,500.00	.0
TOTAL ACCOMMODATIONS TAX EXPENDITURE	.00	.00	251,500.00	251,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	251,500.00	251,500.00	.0
NET REVENUE OVER EXPENDITURES	6,507.18	60,148.70	.00	(60,148.70)	.0

CITY OF LEADVILLE
 BALANCE SHEET
 FEBRUARY 29, 2024

HIGH COUNTRY DEVELOPERS

<u>ASSETS</u>			
08-1000	CASH ALLOCATED TO OTHER FUNDS		120,217.18
08-1502	ACCOUNTS RECEIVABLE		159,031.00
			<u> </u>
	TOTAL ASSETS		<u>279,248.18</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
08-2295	HIGH COUNTRY DEV DEPOSITS		193,242.86
			<u> </u>
	TOTAL LIABILITIES		193,242.86
<u>FUND EQUITY</u>			
FUND BALANCE:			
08-2900	HIGH COUNTRY DEVELOPERS	86,005.32	
	REVENUE OVER EXPENDITURES - YTD		
		<u> </u>	
	BALANCE - CURRENT DATE		86,005.32
			<u> </u>
	TOTAL FUND EQUITY		86,005.32
			<u> </u>
	TOTAL LIABILITIES AND EQUITY		<u>279,248.18</u>
			<u> </u>

CITY OF LEADVILLE
BALANCE SHEET
FEBRUARY 29, 2024

FIRE DEPARTMENT FUND

ASSETS

10-1000	CASH ALLOCATED TO OTHER FUNDS	(	360,976.32)	
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			(117,881.21)

LIABILITIES AND EQUITY

LIABILITIES

10-2000	ACCOUNT PAYABLE - FIRE		3,450.17	
10-2200	FICA PAYABLE	(	146.28)	
10-2210	UNEMPLOYMENT PAYABLE		377.91	
10-2215	HEALTH INSURANCE PAYABLE	(	2,765.30)	
10-2221	CO F & P PENSION PAYABLE	(	1,313.95)	
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		734.34	
	 TOTAL LIABILITIES			21,487.52

FUND EQUITY

FUND BALANCE:				
10-2900	FIRE DEPARTMENT FUND BALANCE	(	743,832.77)	
10-2901	FIRE FUND BAL - PROG & TNG		395,309.00	
	REVENUE OVER EXPENDITURES - YTD		209,155.04	
	 BALANCE - CURRENT DATE	(	139,368.73)	
	 TOTAL FUND EQUITY			(139,368.73)
	 TOTAL LIABILITIES AND EQUITY			(117,881.21)

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FIRE REVENUES</u>					
10-300-3300 COUNTY FIRE PROTECTION	.00	584,796.69	1,600,043.00	1,015,246.31	36.6
10-300-3304 STANDBY SERVICES	.00	1,050.00	.00	(1,050.00)	.0
10-300-3308 PREVENT & INSPEC PRGM FEES	50.00	50.00	.00	(50.00)	.0
10-300-3515 CMC TRAINING CONTRIBUTION	.00	.00	13,500.00	13,500.00	.0
10-300-3621 SAFER GRANT REVENUE	.00	.00	198,320.00	198,320.00	.0
10-300-3900 TRANSFER FROM GENERAL FUND	.00	.00	685,733.00	685,733.00	.0
10-300-4000 TRANSFER FROM FIRE FUND BALANC	.00	.00	98,072.00	98,072.00	.0
TOTAL FIRE REVENUES	50.00	585,896.69	2,595,668.00	2,009,771.31	22.6
TOTAL FUND REVENUE	50.00	585,896.69	2,595,668.00	2,009,771.31	22.6

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE OPERATING EXPENDITURES:</u>					
10-40-1-5000 SALARY	74,222.83	153,255.61	1,040,871.00	887,615.39	14.7
10-40-1-5001 SALARY - RESERVE PROGRAM	.00	608.24	3,000.00	2,391.76	20.3
10-40-1-5002 SALARY - RESERVE FFII GRADE	1,010.76	1,909.21	5,000.00	3,090.79	38.2
10-40-1-5007 OVERTIME	1,567.93	2,314.39	20,000.00	17,685.61	11.6
10-40-1-5010 HOLIDAY PAY	.00	2,842.25	6,000.00	3,157.75	47.4
10-40-1-5011 FIRE BONUS	4,000.00	4,000.00	10,000.00	6,000.00	40.0
10-40-1-5012 SAFER GRANT OVERTIME	.00	.00	7,000.00	7,000.00	.0
10-40-1-5013 SAFER GRANT QUALIFICATIONS COS	180.89	650.34	5,000.00	4,349.66	13.0
10-40-1-5030 CALL OUT	723.05	1,344.46	3,000.00	1,655.54	44.8
10-40-1-5031 OUT-OF-POSITION PAY	1,823.40	5,487.79	15,000.00	9,512.21	36.6
10-40-1-5120 FICA	165.37	335.46	3,658.00	3,322.54	9.2
10-40-1-5130 FICA MEDICARE	1,180.16	2,425.07	16,166.00	13,740.93	15.0
10-40-1-5140 DEFERRED PLAN	1,252.87	2,499.90	22,000.00	19,500.10	11.4
10-40-1-5145 CO F & P PENSION	7,372.44	15,154.72	101,229.00	86,074.28	15.0
10-40-1-5146 FPPA OLD HIRE CONTRIBUTION	.00	.00	15,582.00	15,582.00	.0
10-40-1-5150 HEALTH INSURANCE	7,083.60	14,182.44	84,282.00	70,099.56	16.8
10-40-1-5155 HEART & CANCER TRUST INSURANCE	.00	4,204.15	.00	(4,204.15)	.0
10-40-1-5165 STATE UNEMPLOYMENT TAX	168.74	347.15	2,230.00	1,882.85	15.6
10-40-1-6202 SUPPLIES	463.28	498.25	5,000.00	4,501.75	10.0
10-40-1-6204 POSTAGE	.00	.00	400.00	400.00	.0
10-40-1-6209 VEHICLE LEASE PAYMENTS	.00	.00	72,865.00	72,865.00	.0
10-40-1-6210 VEHICLE REPAIRS	2,074.44	2,074.44	40,000.00	37,925.56	5.2
10-40-1-6211 GAS AND OIL	1,959.35	4,477.89	30,000.00	25,522.11	14.9
10-40-1-6215 EQUIPMENT REPAIR & MAINTENANCE	37.35	51.33	4,000.00	3,948.67	1.3
10-40-1-6216 BUILDING REPAIR & MAINTENANCE	493.74	683.99	20,000.00	19,316.01	3.4
10-40-1-6217 STATION FURNITURE	.00	.00	1,000.00	1,000.00	.0
10-40-1-6301 PROFESSIONAL SERVICES - LEGAL	.00	.00	6,000.00	6,000.00	.0
10-40-1-6307 ADMINISTRATIVE FEE	.00	.00	28,000.00	28,000.00	.0
10-40-1-6308 VEHICLE UPGRADES FUND/TRANSFER	.00	.00	200,000.00	200,000.00	.0
10-40-1-6309 EQUIPMENT UPGRADES FUND/TRANSF	.00	.00	25,000.00	25,000.00	.0
10-40-1-6310 EDUCATION & CONFERENCES	2,801.33	3,031.33	15,000.00	11,968.67	20.2
10-40-1-6311 TRAVEL	5,851.25	6,100.09	20,000.00	13,899.91	30.5
10-40-1-6312 DUES & MEMBERSHIP	.00	150.00	2,100.00	1,950.00	7.1
10-40-1-6330 TELEPHONE	417.20	490.30	3,500.00	3,009.70	14.0
10-40-1-6340 UTILITIES	2,997.60	4,199.29	35,000.00	30,800.71	12.0
10-40-1-6401 UNIFORM ALLOWANCE	.00	184.51	10,000.00	9,815.49	1.9
10-40-1-6403 PHYSICALS	230.00	230.00	14,410.00	14,180.00	1.6
10-40-1-6501 OTHER EXPENSES	1,158.89	1,761.09	7,280.00	5,518.91	24.2
10-40-1-6520 INSURANCE	7,807.13	29,570.16	166,804.00	137,233.84	17.7
10-40-1-6533 COMMUNICATION EQUIPMENT	.00	.00	12,500.00	12,500.00	.0
10-40-1-6550 COMPUTER EQUIPMENT/MAINTENANCE	1,998.26	2,997.39	17,500.00	14,502.61	17.1
10-40-1-6551 COMPUTER SOFTWARE	17,800.63	17,800.63	19,000.00	1,199.37	93.7
10-40-1-6701 VOLUNTEER OTHER	4,460.83	4,794.95	49,000.00	44,205.05	9.8
10-40-1-6705 FIRE PREVENTION	.00	.00	3,500.00	3,500.00	.0
10-40-1-6715 PUBLICATIONS	.00	200.00	300.00	100.00	66.7
10-40-1-6720 FOAM ABC & ETC	.00	.00	1,000.00	1,000.00	.0
10-40-1-6721 RESCUE EQUIPMENT	2,060.00	2,060.00	2,500.00	440.00	82.4
10-40-1-6725 LADDER & AIR TESTS	.00	.00	5,000.00	5,000.00	.0
10-40-1-6730 PHYSICAL PROTECTION EQUIPMENT	.00	250.00	23,000.00	22,750.00	1.1
10-40-1-6734 HAZMAT EQUIP/SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-40-1-6735 MEDICAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
10-40-1-6736 MINOR EQUIPMENT	106.57	106.57	5,500.00	5,393.43	1.9
10-40-1-6738 HOSE	.00	.00	3,500.00	3,500.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-40-1-6901 OFFICE EQUIPMENT EXPENDITURES	.00	16.76	2,900.00	2,883.24	.6
10-40-1-6904 CLEANING STATION I & II	.00	.00	7,200.00	7,200.00	.0
10-40-1-6906 E911 FIRE DEPARTMENT SHARE	.00	59,000.00	59,000.00	.00	100.0
TOTAL FIRE OPERATING EXPENDITURES	153,469.89	352,290.15	2,285,777.00	1,933,486.85	15.4
TOTAL FIRE OPERATING EXPENDITURES	153,469.89	352,290.15	2,285,777.00	1,933,486.85	15.4
FIRE CONTRACT SERVICE EXPENDIT:					
10-50-1-5034 WILDFIRE DEPLOYMNT EMPLEE PMTS	.00	1,422.39	.00	(1,422.39)	.0
10-50-1-5130 FICA MEDICARE - EMPLR	.00	20.63	.00	(20.63)	.0
10-50-1-5165 SUTA	.00	2.84	.00	(2.84)	.0
10-50-1-6501 OTHER EXPENSES	2,388.01	2,388.01	.00	(2,388.01)	.0
10-50-1-6534 WILDFIRE DEPLOYMENT EXPENSES	160.04	160.04	.00	(160.04)	.0
10-50-1-6902 CAPITAL ASSET ACQUISITION	.00	.00	42,600.00	42,600.00	.0
TOTAL FIRE CONTRACT SERVICE EXPENDI	2,548.05	3,993.91	42,600.00	38,606.09	9.4
TOTAL FIRE CONTRACT SERVICE EXPENDI	2,548.05	3,993.91	42,600.00	38,606.09	9.4
WILDLAND SUPPLEMENTAL PROGRAM:					
10-60-1-6202 SUPPLIES	354.98	354.98	.00	(354.98)	.0
10-60-1-6305 TRAINING SUPPORT FOR INTERNSHI	.00	.00	40,000.00	40,000.00	.0
10-60-1-6902 CAPITAL ASSET ACQUISITION	.00	.00	28,972.00	28,972.00	.0
TOTAL WILDLAND SUPPLEMENTAL PROGRA	354.98	354.98	68,972.00	68,617.02	.5
TOTAL WILDLAND SUPPLEMENTAL PROGRA	354.98	354.98	68,972.00	68,617.02	.5
SAFER GRANT EXPENDITURES:					
10-70-1-5000 SALARY	7,251.32	14,567.68	151,164.00	136,596.32	9.6
10-70-1-5007 OVERTIME	176.94	176.94	.00	(176.94)	.0
10-70-1-5130 FICA MEDICARE	104.84	208.76	2,192.00	1,983.24	9.5
10-70-1-5140 DEFERRED PLAN	.00	.00	3,779.00	3,779.00	.0
10-70-1-5145 CO F & P PENSION	725.14	1,456.79	15,116.00	13,659.21	9.6
10-70-1-5150 HEALTH INSURANCE	649.40	1,298.80	8,000.00	6,701.20	16.2
10-70-1-5165 STATE UNEMPLOYMENT TAX (SUTA)	14.86	29.49	302.00	272.51	9.8
10-70-1-6520 INSURANCE - WORKERS' COMP	1,182.14	2,364.15	12,000.00	9,635.85	19.7
TOTAL SAFER GRANT EXPENDITURES	10,104.64	20,102.61	192,553.00	172,450.39	10.4
TOTAL SAFER GRANT EXPENDITURES	10,104.64	20,102.61	192,553.00	172,450.39	10.4
TOTAL FUND EXPENDITURES	166,477.56	376,741.65	2,589,902.00	2,213,160.35	14.6
NET REVENUE OVER EXPENDITURES	(166,427.56)	209,155.04	5,766.00	(203,389.04)	3627.4

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2024

FIRE DEPARTMENT FUND

<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

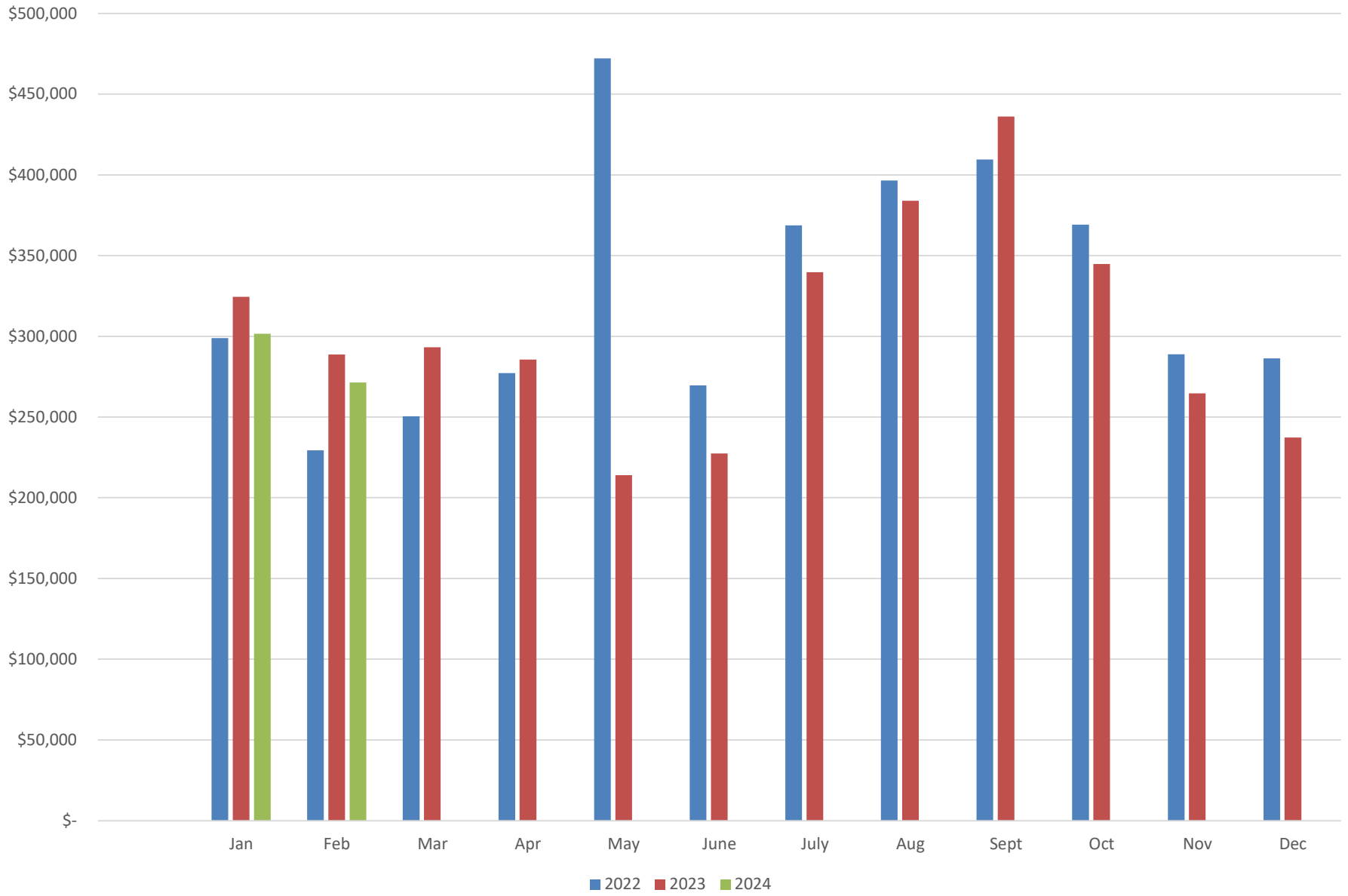
**City of Leadville
Schedule of Sales Tax
Fiscal Years 2020 to 2024**

Month Sales Tax Earned by City	2020 City Sales Tax	2021 City Sales Tax	2022 City Sales Tax	2023 City Sales Tax	2024 City Sales Tax	2024 City Sales Tax Budget	2024 Actual vs Budget (\$ Cumulative)	2024 Actual vs Budget (% Cumulative)
January	\$ 165,390	\$ 183,535	\$ 298,833	\$ 324,456	\$ 301,604	\$ 296,613	\$ 4,991	1.7%
February	\$ 196,840	\$ 210,257	\$ 229,436	\$ 288,674	\$ 271,406	\$ 282,272	\$ (5,875)	-1.0%
March	\$ 175,076	\$ 190,416	\$ 250,452	\$ 293,216		\$ 277,376	\$ (283,251)	-33.1%
April	\$ 165,382	\$ 174,112	\$ 277,246	\$ 285,589		\$ 275,292	\$ (558,543)	-49.4%
May	\$ 139,192	\$ 199,485	\$ 472,218	\$ 214,033		\$ 312,696	\$ (871,240)	-60.3%
June	\$ 134,564	\$ 179,671	\$ 269,606	\$ 227,500		\$ 247,533	\$ (1,118,772)	-66.1%
July	\$ 136,093	\$ 218,714	\$ 368,636	\$ 339,710		\$ 324,358	\$ (1,443,131)	-71.6%
August	\$ 233,353	\$ 289,675	\$ 396,502	\$ 383,875		\$ 397,657	\$ (1,840,788)	-76.3%
September	\$ 277,551	\$ 310,213	\$ 409,521	\$ 436,058		\$ 437,300	\$ (2,278,088)	-79.9%
October	\$ 250,181	\$ 328,378	\$ 369,118	\$ 344,812		\$ 394,327	\$ (2,672,414)	-82.3%
November	\$ 271,507	\$ 313,217	\$ 288,832	\$ 264,664		\$ 347,261	\$ (3,019,675)	-84.1%
December	\$ 216,743	\$ 266,868	\$ 286,336	\$ 237,342		\$ 307,315	\$ (3,326,989)	-85.3%
Totals:	\$ 2,361,872	\$ 2,864,541	\$ 3,916,737	\$ 3,639,928	\$ 573,011	\$ 3,900,000	\$ (3,326,989)	-85.3%

*2022-Current is sales tax earned and as reported by Lake County Government. There is a two month lag between when reported to the Colorado Department of Revenue and when payment is received to the City from Lake County Treasurer's office.

*2020-2021 is sales tax received by the City

City of Leadville Sales Tax Comparison



Report Criteria:
 Report type: GL detail

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Accommodations Tax Expenditure						
02/28/2024	78435	Acco	Lake County Treasurer	October-December 2023/Accommodations T	Tourism Panel Share	23,457.99
02/28/2024	78435	Acco	Lake County Treasurer	October-December 2023/MUNIREvs Service	Professional Services	409.50
Total Accommodations Tax Expenditure:						23,048.49
Animal Shelter						
02/27/2024	78390	Anima	Caitlin Kuczko	Food, chews, litter, Treats	Animal Expenses	350.81
02/27/2024	78390	Anima	Caitlin Kuczko	TP, PT, Trash Bags, Laundry and Dish Soap,	Supplies	241.30
02/27/2024	78390	Anima	Caitlin Kuczko	Expo Markers	Office Equipment Expen	15.99
02/27/2024	78411	Anima	O'Reilly Automotive, Inc.	Iridium Plug x3 for Animal Shelter Vehicle	Vehicle Repairs	26.76
02/27/2024	78415	Anima	Pinnacol Assurance	3 of 9 Animal Shelter	Insurance	506.88
02/27/2024	78433	Anima	Charter Communications	A/S Internet	Internet Animal Shelter	54.95
02/27/2024	78433	Anima	Charter Communications	A/S Telephone	Telephone	35.33
Total Animal Shelter:						1,232.02
Conservation Trust Fund						
02/27/2024	78414	Conse	Paula Martinez	Park and Visitor Center Bathroom Cleaning 1	Parks Maintenance	3,300.00
02/27/2024	78417	Conse	Quill Corporation	Zaitz Park Supplies	Parks Maintenance	204.16
02/27/2024	78430	Conse	Charter Communications	Wifi Camera at Zaitz Park	Parks Maintenance	89.98
Total Conservation Trust Fund:						3,594.14
Fire Operating Expenditures						
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Command 1	Gas and Oil	51.61
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Command 2	Gas and Oil	154.47
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Command 3	Gas and Oil	84.83
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Engine 1	Gas and Oil	617.90
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Tender 1	Gas and Oil	104.69
02/27/2024	78385	Fire O	Acorn Petroleum	Fuel/ Hammer 1	Gas and Oil	76.63
02/27/2024	78386	Fire O	Aristata Communications	Station II Internet - March 2024	Utilities	110.00
02/27/2024	78387	Fire O	BigHorn Hardware	Ice Melt x3	Building Repair & Maint	59.97
02/27/2024	78389	Fire O	Bo Knickman	S-390 Class Reimbursement	Travel	72.00
02/27/2024	78391	Fire O	Cascade Fire Equipment	Hydrant Bag tools for Spartan	Supplies	1,129.00
02/27/2024	78391	Fire O	Cascade Fire Equipment	Hydrant Bag tools for Spartan	Supplies	1,129.00
02/27/2024	78398	Fire O	Dallia B Lopez	Fire Station I Cleaning Services	Other Expenses	200.00
02/27/2024	78400	Fire O	Heiman Fire Equipment	Battery Cable Cutter	Minor Equipment	56.00
02/27/2024	78400	Fire O	Heiman Fire Equipment	Pick Head Axe and New York Hook	Supplies	271.63
02/27/2024	78402	Fire O	Justin Jacobi	Travel Reimbursement - Peer Support trainin	Travel	381.00
02/27/2024	78404	Fire O	Lexipol, LLC	Annual fees - Daily Training/manuals/proced	Computer Software	7,456.84
02/27/2024	78407	Fire O	Mary Ellen LaCava	reimbursement for CMC EMT Class	Volunteer Other	1,565.00
02/27/2024	78413	Fire O	Overhead Door Company	Transmitters to open bay door and tune	Building Repair & Maint	146.82
02/27/2024	78415	Fire O	Pinnacol Assurance	3 of 9 Fire Department	Insurance	7,807.13
02/27/2024	78419	Fire O	Safeway, Inc.	R/R food stipend 200 x 5	Volunteer Other	1,029.75
02/27/2024	78421	Fire O	Sean Flanagan	Travel Reimbursement - Peer Support trainin	Travel	381.00
02/27/2024	78425	Fire O	St Vincent General Hospital District	Physicals for Firefighters x11	Physicals	6,697.00
02/27/2024	78425	Fire O	St Vincent General Hospital District	Urine Drug Screen for 2 Personnel	Physicals	230.00
02/27/2024	78431	Fire O	Lake County Treasurer	Hammer Air Light Repair	Vehicle Repairs	1,896.32
02/27/2024	78433	Fire O	Charter Communications	F/D telephone	Telephone	73.10
02/27/2024	78433	Fire O	Charter Communications	F/D Internet	Utilities	73.10
02/29/2024	78436	Fire O	Xcel Energy	FD/816 Harrison Ave	Utilities	1,008.93

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Total Fire Operating Expenditures:						30,605.72
General Operating Expenditures						
02/27/2024	78393	Gener	Charter Communications	Tabor Home/Telephone for Security System	Tabor Home Expenses	32.34
02/27/2024	78395	Gener	Colorado Association of Ski Towns	CAST Meeting Registration fee	Education & Conference	95.00
02/27/2024	78396	Gener	Colorado Municipal League	Membership dues Jan-Dec 2024	Dues & Membership	2,096.00
02/27/2024	78398	Gener	Dalila B Lopez	City Hall Cleaning Services	Operating Expenses	720.00
02/27/2024	78401	Gener	Hoffmann, Parker, Wilson & Carberry, PC	Railyard - Legal fees + Previous Balance	Professional Services -	4,676.50
02/27/2024	78401	Gener	Hoffmann, Parker, Wilson & Carberry, PC	December + January Legal Administration F	Professional Services -	14,340.41
02/27/2024	78405	Gener	Liquid Logs, LLC	Feb Rental- 3rd street + behind Tabor Opera	Other Expenses	360.00
02/27/2024	78406	Gener	Marcin Engineering	City of Leadville Family Dollar Survey	Professional Services -	6,416.50
02/27/2024	78408	Gener	Metcalf Archaeological Consultants	West End Residential Survey	Historic Preservation Co	6,392.50
02/27/2024	78409	Gener	Michow Guckenberger McAskin LLP	Oct. General Counsel	Professional Services -	1,675.50
02/27/2024	78409	Gener	Michow Guckenberger McAskin LLP	Sep 2023 General Counsel	Professional Services -	6,220.50
02/27/2024	78410	Gener	Murray Dahl Beery & Renaud LLP	January Legal- Municipal Prosecution	Legal Fees-Pros. Attorn	3,280.46
02/27/2024	78412	Gener	O'Rourke Media Group, LLC	Ad for P&Z Vacancies x2 and Legal Posting -	Legal Publications	79.82
02/27/2024	78415	Gener	Pinnacol Assurance	3 of 9 City Hall	Insurance	8,225.85
02/27/2024	78416	Gener	Professional Document Solutions, Inc.	Contract Overage Charge 1/1/24 - 1/31/24	Xerox Copier	104.39
02/27/2024	78417	Gener	Quill Corporation	P/D C/H Supplies	Supplies	326.03
02/27/2024	78417	Gener	Quill Corporation	Shipping	Supplies	2.75
02/27/2024	78418	Gener	RG and Associates, LLC	General Planning Sevices Jan 2024	Professional Services -	721.75
02/27/2024	78422	Gener	SHI International Corp	Fortinet Coterm	Computer Equipment/M	1,533.00
02/27/2024	78423	Gener	Silver City Printing	Large Format Scans for planning documents	Supplies	342.74
02/27/2024	78426	Gener	Tabor Opera House Preservation Founda	Phase II City Revenue	National Parks TOH Gra	10,567.20
02/27/2024	78426	Gener	Tabor Opera House Preservation Founda	Phase II City Revenue	National Parks TOH Gra	1,030.00
02/27/2024	78427	Gener	TruBlu Solutions, Inc.	Flood Damage repair Tabor Home	Tabor Home Expenses	2,874.59
02/27/2024	78429	Gener	Xcel Energy	Electricity Service 301 Harrison/ EV Charger	EV Charging Station Util	1,797.72
02/27/2024	78432	Gener	Xcel Energy	Other Recurring	Utilities	2,880.47
02/27/2024	78432	Gener	Xcel Energy	Non-Recurring Charges	Utilities	106.62
02/27/2024	78433	Gener	Charter Communications	C/H Telephone & Internet (70%)	Telephone	248.82
02/27/2024	78434	Gener	Lake County Treasurer	2023 Taxes on Community Center	117 W 10th Street	6,611.56
02/29/2024	78436	Gener	Xcel Energy	Area Lights / 104 E 8th St	Street Lighting	45.25
02/29/2024	78436	Gener	Xcel Energy	809 Harrison Ave Parklet	Parklet Utilities	380.95
02/29/2024	78436	Gener	Xcel Energy	Area Lights /105 W 4th St	Utilities	24.99
02/29/2024	78436	Gener	Xcel Energy	Tabor Home/116 E 5th St	Utilities	1,080.67
02/29/2024	78436	Gener	Xcel Energy	Area Lights Metered/105 W 8th St	Street Lighting	43.80
02/29/2024	78436	Gener	Xcel Energy	Community Center/117 W 10th St	Utilities	50.81
02/29/2024	78436	Gener	Xcel Energy	City Hall /800 Harrison Ave	Utilities	2,432.47
02/29/2024	78436	Gener	Xcel Energy	Area Lights/104 E 4th St	Utilities	42.36
02/29/2024	78436	Gener	Xcel Energy	Zaitz Park/ 610 Harrison Ave	Street Lighting	142.38
02/29/2024	78436	Gener	Xcel Energy	House with the Eye/127 W 4th st	House with the Eye Exp	179.63
02/29/2024	78436	Gener	Xcel Energy	Street Lights	Street Lighting	2,789.51
02/29/2024	78436	Gener	Xcel Energy	Traffic Lights	Street Lighting	118.22
Total General Operating Expenditures:						91,090.06
Police Department						
02/27/2024	78385	Police	Acorn Petroleum	Fuel/ 82-11	Gas and Oil	48.20
02/27/2024	78385	Police	Acorn Petroleum	Fuel/ 82-12	Gas and Oil	131.13
02/27/2024	78385	Police	Acorn Petroleum	Fuel/ 82-13	Gas and Oil	46.12
02/27/2024	78385	Police	Acorn Petroleum	Fuel/ 82-14	Gas and Oil	49.57
02/27/2024	78385	Police	Acorn Petroleum	Fue/ 82-5	Gas and Oil	15.72
02/27/2024	78392	Police	Century Link	P/D Direct Redundancy Line	Telephone	181.02
02/27/2024	78397	Police	Curtis Blue Line	Aerosol Grenade Fogger x10	Supplies	189.99
02/27/2024	78397	Police	Curtis Blue Line	Monadnock Custom Supplies	Uniform Allowance	678.89
02/27/2024	78397	Police	Curtis Blue Line	Safariland Custom	Uniform Allowance	191.44

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
02/27/2024	78399	Police	Ford Motor Credit Company LLC	Payment 38/60 (2) 2021 Interceptors (Redon	Vehicle Lease Payment	1,694.03
02/27/2024	78399	Police	Ford Motor Credit Company LLC	Payment 37 of 60/(3) Interceptors	Vehicle Lease Payment	2,501.65
02/27/2024	78416	Police	Professional Document Solutions, Inc.	Contract base rate 1/1/24 -1/31/24	Office Equipment Expen	42.90
02/27/2024	78420	Police	Salt Lake Wholesale Sports	Full Metal Jacket	Ammunition	518.00
02/27/2024	78420	Police	Salt Lake Wholesale Sports	Full Metal Jacket	Ammunition	519.80
02/27/2024	78433	Police	Charter Communications	P/D Telephone & Internet (30%)	Telephone	106.64
Total Police Department:						6,915.10
SAFER Grant Expenditures						
02/27/2024	78415	SAFE	Pinnacol Assurance	3 of 9 Safer	Insurance - Workers' Co	1,182.14
Total SAFER Grant Expenditures:						1,182.14
Street Department						
02/27/2024	78385	Street	Acorn Petroleum	Fuel/03 ford Pickup	Gas and Oil	644.88
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ 20 Mac Dump	Gas and Oil	374.24
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ 21 938 Loader	Gas and Oil	388.84
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ CAT #3 930K	Gas and Oil	474.84
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ GraderCAT 150	Gas and Oil	422.86
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ Int Dump #1	Gas and Oil	160.77
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ Mac Truck	Gas and Oil	323.59
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ Plow Truck #2	Gas and Oil	58.73
02/27/2024	78385	Street	Acorn Petroleum	Fuel/ Plow Truck Truck #3 F250	Gas and Oil	125.46
02/27/2024	78387	Street	BigHorn Hardware	3/8 x50 Highpressure Hose & Couplers	Small Equipment	187.57
02/27/2024	78388	Street	Bishop Lifting	11.5MM Chains + Freight Shipping	Equipment Repair & Mai	3,446.11
02/27/2024	78388	Street	Bishop Lifting	Swiss Flexi Chains for CAT 140 Grader	Street Materials	3,182.25
02/27/2024	78394	Street	Clint Conter	Reimbursement for Work Boots & Wool Work	Uniform Allowance	127.00
02/27/2024	78403	Street	Lake County Treasurer	January Trash	Landfill	370.40
02/27/2024	78411	Street	O'Reilly Automotive, Inc.	x4 2.5gal DEF Price Fix	Equipment Repair & Mai	65.34
02/27/2024	78411	Street	O'Reilly Automotive, Inc.	Hand Cleaner Towels / Headlight blub for 09	Equipment Repair & Mai	24.17
02/27/2024	78411	Street	O'Reilly Automotive, Inc.	Def for Loader/Grader x4	Equipment Repair & Mai	43.96
02/27/2024	78417	Street	Quill Corporation	S/D Supplies Floor Finish x4	Supplies	475.60
02/27/2024	78424	Street	Snap-On Credit LLC	Ethos Edge Diagnostic Software Update Fee	Computer Equipment/M	38.92
02/27/2024	78428	Street	Tyler Henning	Reimbersement for work shirts/hoody	Uniform Allowance	129.97
02/27/2024	78433	Street	Charter Communications	S/D telephone and Internet	Telephone	104.94
02/29/2024	78436	Street	Xcel Energy	SD/326 E 6th St	Utilities	166.25
02/29/2024	78436	Street	Xcel Energy	SD/330 E 6th St	Utilities	1,451.07
Total Street Department:						12,787.76
URA Expenditures						
02/27/2024	78409	URA E	Michow Guckenberger McAskin LLP	LURA General Counsel	Professional Svcs - UR	501.18
02/27/2024	78409	URA E	Michow Guckenberger McAskin LLP	LURA Leneral Counsel	Professional Svcs - UR	850.00
02/27/2024	78409	URA E	Michow Guckenberger McAskin LLP	LURA General Counsel	Professional Svcs - UR	1,200.00
02/27/2024	78409	URA E	Michow Guckenberger McAskin LLP	LURA General Counsel	Professional Svcs - UR	63.00
02/27/2024	78409	URA E	Michow Guckenberger McAskin LLP	Sep LURA legal	Professional Svcs - UR	273.00
Total URA Expenditures:						2,887.18
Grand Totals:						173,342.61

Report Criteria:

Report type: GL detail



AGENDA ITEM #9A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: March 19, 2024

SUBJECT: Certificate of Appropriateness (COA) for Blocker/Laham Residence Additions and Exterior Alterations; 330 W. 8th St. (Public Hearing)

PRESENTED BY: Chapin LaChance, Planning Director

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. **REQUEST OR ISSUE:**

Applicants Mitchell Blocker and Donna Laham have applied for a Certificate of Appropriateness (COA) application to construct two (2) additions to their existing non-historic home in the NHL District, including a bedroom addition and a garage, which will require the demolition of an existing non-historic shed. The applicants also propose to replace the existing vinyl siding with new vinyl siding, replace existing windows, and install new windows.

II. **BACKGROUND INFORMATION:**

Existing conditions: The home is a single story, ranch-style residence with an attached, one-car garage facing W. 8th St. The home was originally constructed in 1941 per the Lake County Tax Assessor, and straddles four (4) approximately 25 ft. x 120 ft. lots, located on the corner of W. 8th St. and Leiter St. The home faces southeast, so that the front façade of the home is not oriented parallel to W. 8th St. A wooden fence is located along the southern and western property lines, and encloses a portion of the rear yard.

The Historic Preservation Commission (HPC) held a Work Session with the applicant at the January 23, 2024 HPC meeting. At the Work Session, two (2) of the five (5) Commissioners found that the proposal complies with the approval criteria of Leadville Municipal Code (LMC)

17.44.060(E) for non-historic buildings, and three (3) did not. Two (2) of the dissenting Commissioners stated that the proposed garage should be constructed in the rear. The remaining dissenting Commissioners was supportive of the proposed garage location but found that the exterior siding should be a historically compatible material and not the proposed vinyl siding. The HPC unanimously found that the proposed additions are not subject to the Secretary of Interior Standards and Guidelines, as those Standards and Guidelines are only applicable to additions to historic structures.

The HPC held a public hearing on the application on March 12, 2024. The staff report for the HPC is attached, which evaluates the proposal's compliance with approval criteria of LMC 17.44.060(E) for non-historic buildings. The Commission unanimously supported the bedroom addition and exterior remodel, but were concerned with the proposed garage location. The HPC asked the applicant if they would consider revising the application to propose the garage towards the rear of the property with driveway access from 8th St., in which case the HPC could continue the public hearing and allow the applicant to submit a revised design for review. The HPC also offered to continue the public hearing to a later meeting until all Commissioners were present. The applicant declined the option of a continuance and requested the HPC make a recommendation to City Council for decision. The three (3) Commissioners present, which formed a quorum, unanimously voted to deny the application.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

VI. RECOMMENDATION:

The HPC recommended the City Council deny of the application, with the attached Findings. Commissioner Edwards recused himself from the public hearing and motion, considering his role as a City Council member.

VII. COUNCIL OPTIONS:

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

VIII. OPTIONS FOR MOTION:

Motion of approval: *"I move the City Council approve the Blocker-Laham Residence Additions, PL-*

2024-008, located at 330 W. 8th St., along with the attached Findings and Conditions of Approval.”

Motion of denial: “I move the City Council deny the Blocker-Laham Residence Additions, PL-2024-008, located at 330 W. 8th St., along with the attached Findings of Denial.”

IX. ATTACHMENTS:

1. Staff report for the March 12, 2024 HPC public hearing
2. Findings and Conditions of Approval
3. Findings of Denial
4. Proposed plans and applicant’s narrative



Historic Preservation Commission (HPC) Staff Report

Subject: Blocker/Laham Residence Additions and Exterior Alterations (Certificate of Appropriateness for Substantial Modification, Public Hearing)

Application #: PL-2024-008

Proposal: The applicants propose to construct two (2) additions to their existing non-historic home, including a bedroom addition and a garage, which will require the demolition of an existing non-historic shed. The applicants also propose to replace the existing vinyl siding with new vinyl siding, replace existing windows, and install new windows.

Legal Description: Stevens and Leiter Subdivision, Block 65, Lots 14-17

Address: 330 W. 8th St.

Date: March 12, 2024

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

Applicant: Mitchell Blocker and Donna Laham

Property Owner: Mitchell Blocker and Donna Laham

Lot size: 0.27 acres (approx. 12,045 sq. ft.)

Zoning District: Traditional Residential (R-2)

Historic District: Yes

Site Conditions: The home is a single story, ranch-style building, originally constructed in 1941 per the Lake County Tax Assessor. The home straddles four (4) approximately 25 ft. x 120 ft. lots, located on the corner of W. 8th St. and Leiter St. The home faces southeast, so that the front façade of the home is not oriented parallel to W. 8th St. A wooden fence is located along the southern and western property lines, and encloses a portion of the rear yard.

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

Site Photos



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

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

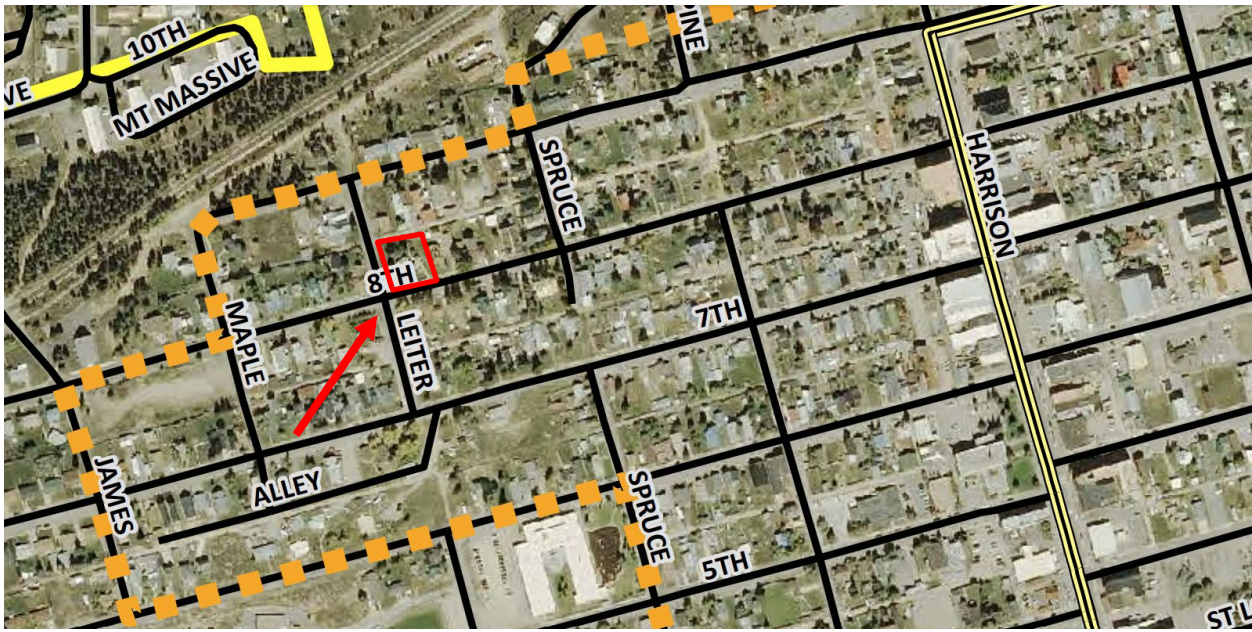




Image 3 (Above): Looking northwest at the property from W. 8th St.

Image 4 (Below): Looking northeast at the property from W. 8th St.



History



Image 5 (Above): 1937 Sanborn fire insurance map excerpt, with property highlighted in red. These lots are not shown on the 1883, 1886, or 1889 Sanborn Maps. The 1895 and 1937 maps show these lots as vacant. Note the alignment of the primary structures facing W. 8th St., and the pattern of accessory structures in the rear along the alleys in the surrounding area.

January 23, 2024 HPC Work Session

At the Work Session, the HPC responded to staff's questions as follows:

1. Does the Commission find that per 17.44.100, the proposed additions are subject to the Secretary of Interior (SOI) Standards and Guidelines for Historic Properties? **The HPC unanimously found that the proposed additions are not subject to the SOI Standards and Guidelines, as those Standards and Guidelines are only applicable to additions to historic structures.**
2. Does the Commission find that the proposed project complies with the three (3) approval criteria of 17.44.060 E. for non-historic buildings? **Two (2) of the five (5) Commissioners found that the proposal complies. Two (2) of the dissenting Commissioners stated that the proposed garage should be constructed in the rear. The remaining dissenting Commissioner was supportive of the proposed garage location but found that the exterior siding should be a historically compatible material and not the proposed vinyl siding.**

Applicable code sections / Staff comments

The applicants propose to construct two (2) additions to their existing non-historic home, including a bedroom addition and a garage, which will require the demolition of an existing non-historic shed. The applicants also propose to replace the existing vinyl siding with new vinyl siding, replace existing windows, and install new windows. The applicable code criteria is provided below in *italics* text, with staff's comments regarding compliance provided in **bold** text.

17.44.020 - Purposes and definitions

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

"Modification, substantial" means the following:

2. Alterations, additions or other work performed on a building, structure or site that result in the increase or decrease of site coverage, floor area or exterior wall or roof surface,

17.44.030 - Applicability

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

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

E. In deciding whether to issue a COA for a non-historic, non-landmark, or noncontributing building, structure or site within the NHL district, the HPC and city council shall consider the following minimum criteria:

1. Enhance District. Whether and/or to what extent the proposed work will enhance and advance the purposes and intent underlying the establishment of the NHL district.
 - **The first purpose listed under 17.44.020 - Purposes and Definitions is to “protect the unique character of Leadville”.**
 - **The character of Leadville is partially defined by its pre-automobile development during its Period of Significance, where stables, sheds, and accessory structures were located in the rear of houses accessible from the alley, and the facades of homes were constructed parallel to the street. Facades with pedestrian primary entrances (front doors) were typically located closest to the street.**
 - **This non-historic, 1941 home was constructed outside of Leadville’s Period of Significance, during the beginning of a decades-long period of automobile-centric nationwide development and, typical to the time period, features an existing single-car garage accessed from the front yard. The façade of the home is also not oriented parallel with the street, unlike the established character of other existing homes facing W. 8th St.**
 - **Staff finds that the proposed garage addition in the front yard does modify the character of the front yard to be *more* automobile oriented, which is atypical of the character of the NHL District. The existing garage is currently located further from the street than the front door. Staff finds that the proposed garage located closer to the street than the existing home, front door, and garage increases the degree in which the front yard character varies from the character of front yards in the NHL District. Staff finds the proposed garage addition does not enhance the NHL District, and recommends the proposed garage be located in the rear of the structure, accessible from the rear alley. **Does not comply.****
3. Overall Character. New structures and additions to, or the exterior repair or alteration of, existing non-historic, non-landmark, or noncontributing structures shall be compatible with the historic architectural character, scale, shapes, sizes, heights, façades and materials predominant in the district to the maximum extent feasible.
 - **Materials: No concerns. The home is non-historic, and the existing vinyl siding is proposed to be replaced with new vinyl siding of a wood-grain appearance, which will**

- appear similar to wood lap siding found historically throughout the NHL District.
- **Windows: No concerns.** The windows are appropriately size and maintain an appropriate amount of solid to void ratio for the NHL District.
- **Bedroom addition: No concerns.**
- **Garage facade: For the reasons stated above, staff has concerns with the proposed garage façade located closest to the street, and resulting compatibility of the garage location with the historic front-yard character predominant in the NHL District. Does not comply.**

4. *Specific Compatibility. New structures and additions to, or the exterior repair or alteration of, existing non-historic, non-landmark, or noncontributing structures shall harmonize with neighboring historic, landmark and/or contributing structures or sites with regard to height, scale, shape, size, façade, materials, setback, landscaping and exterior architectural features to the maximum extent feasible.*

- **Garage facade: The neighboring residence to the east at 320 W. 8th St. is a historic structure with an alley-loaded garage constructed in 1945. The residence across Leiter St. at 400 W. 8th St. is also a historic residence, with a garage located in the rear of the residence, accessible from Leiter St. The residence directly across W. 8th St. at 329 W. 8th St. is a historic structure with a garage located in the rear, facing W. 8th St. but accessible from Leiter St. Considering the neighboring historic structures do not feature garages as the primary building façade located closest to the street, staff does not find the proposed garage facade location to be specifically compatible. Does not comply.**

[17.44.100 - Standards for construction within the NHL district](#): “A. All work performed in completion of an approved COA shall be in conformance with the most recent edition of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings...”

At the Work Session, the HPC unanimously agreed that the proposed additions are not subject to the SOI Standards and Guidelines, considering those Standards and Guidelines are only applicable to additions to historic structures.

Recommendation

Staff has evaluated this application for compliance with Chapter 17.44 of the Leadville Municipal Code. Staff finds the proposal does not comply with the required approval criteria. Staff recommends the Historic Preservation Commission recommend the City Council deny the Certificate of Appropriateness for the Blocker-Laham Residence Additions, PL-2024-008, located at 330 W. 8th St., along with the attached Findings.

Recommended motion of denial: “I move the Historic Preservation Commission recommended the City Council deny the Blocker-Laham Residence Additions, PL-2024-008, located at 330 W. 8th St., along with the attached Denial Findings.”

Optional motion of approval: “I move the Historic Preservation Commission recommended the City Council approve the Blocker-Laham Residence Additions, PL-2024-008, located at 330 W. 8th St., along with the attached Findings and Conditions of Approval.”

CITY OF LEADVILLE

Blocker-Laham Residence Additions and Exterior Alterations Stevens and Leiter Subdivision, Block 65, Lots 14-17 Certificate of Appropriateness PL-2024-008

DENIAL FINDINGS

1. The property which is the subject of the proposed Certificate of Appropriateness is located at 330 W. 8th St., also known as Stevens and Leiter Subdivision, Block 65, Lots 14-17.
2. Such property is located within the city's National Historic Landmark (NHL) Overlay District.
3. The city's regulations for the additions and exterior modifications to non-historic structures within the NHL Overlay District were adopted in Title 17, Chapter 44 of the Leadville Municipal Code.
4. The application proposes additions and an exterior remodel to a non-historic structure.
5. Failure to comply with the criteria for additions and exterior remodels to non-historic structures requires the denial of a Certificate of Appropriateness application.
6. **The proposed garage addition, in particular, will not enhance the NHL District and will change the NHL District to be more automobile-oriented.**
7. **The proposed garage addition is incompatible with the historic architectural and landscape character of the NHL District.**
8. **An alternative design would be more compatible with the NHL District and more in compliance with the requirements of 17.44.060 (E).**
9. The City Council finds the proposal fails to meet the following criteria of 17.44.060 (E):
 - a. The proposed work will enhance and advance the purposes and intent underlying the establishment of the NHL district.
 - b. New structures and additions to, or the exterior repair or alteration of, existing non-historic, non-landmark, or noncontributing structures shall be compatible with the historic architectural character, scale, shapes, sizes, heights, façades and materials predominant in the district to the maximum extent feasible.
 - c. New structures and additions to, or the exterior repair or alteration of, existing non-historic, non-landmark, or noncontributing structures shall harmonize with neighboring historic, landmark and/or contributing structures or sites with regard to height, scale, shape, size, façade, materials, setback, landscaping and exterior architectural features to the maximum extent feasible.
10. The proposed project is therefore not in compliance with Title 17 of the Leadville Municipal Code.

DECISION

Due to the foregoing findings, the application is denied.

CITY OF LEADVILLE, a Colorado municipal corporation.

By _____
Mayor Dana Greene, City of Leadville
City's address:
800 Harrison Ave.
Leadville, CO 80461

CITY OF LEADVILLE

**Blocker-Laham Residence Additions and Exterior Alterations
Stevens and Leiter Subdivision, Block 65, Lots 14-17
Certificate of Appropriateness
PL-2024-008**

FINDINGS

1. The proposed work will enhance and advance the purposes and intent underlying the establishment of the NHL district.
2. The proposed additions and exterior alteration of the existing non-historic, non-landmark, and noncontributing structure is compatible with the historic architectural character, scale, shapes, sizes, heights, façades and materials predominant in the district to the maximum extent feasible.
3. The proposed additions to and exterior alteration of the existing non-historic, non-landmark, and noncontributing structure will harmonize with neighboring historic, landmark and/or contributing structures or sites with regard to height, scale, shape, size, façade, materials, setback, landscaping and exterior architectural features to the maximum extent feasible.
4. This approval is based on the staff report dated **March 12, 2024** and findings made by the City Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the City of Leadville, and at the hearing on the project held on **March 12, 2024** and **March 19, 2024** as to the nature of the project. In addition to Commission and City Council minutes, the audio of the meetings of the Commission and City Council are recorded.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the City of Leadville.
2. If the terms and conditions of the approval are violated, the City, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop work order requiring the cessation of work, revoke this permit, or require removal of any improvements made in reliance upon this permit. The payment of any costs incurred by the City related to enforcement actions related to violations of this permit shall be the sole responsibility of the applicant and shall constitute a lien on the property.
3. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the staff report and application.
4. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the City. A certificate of occupancy or certificate of compliance will be issued only in accordance with the City’s planning requirements/codes and building codes.
5. **Prior to issuance of a Building Permit, the applicant shall obtain approval from the city of Leadville of a Lot Consolidation Plat application, and record a Lot Consolidation plat consolidating Lots 14-17 with the Lake County Clerk and Recorder.**

Applicant acceptance signature: _____

Date: _____

Improvement Location Certificate

Legal description:

Lots 14, 15, 16, and 17, Block 65, Stevens and Leiter's Subdivision of U.S. Survey No. 271, City of Leadville, County of Lake and State of Colorado.

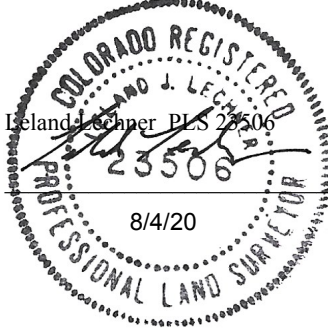
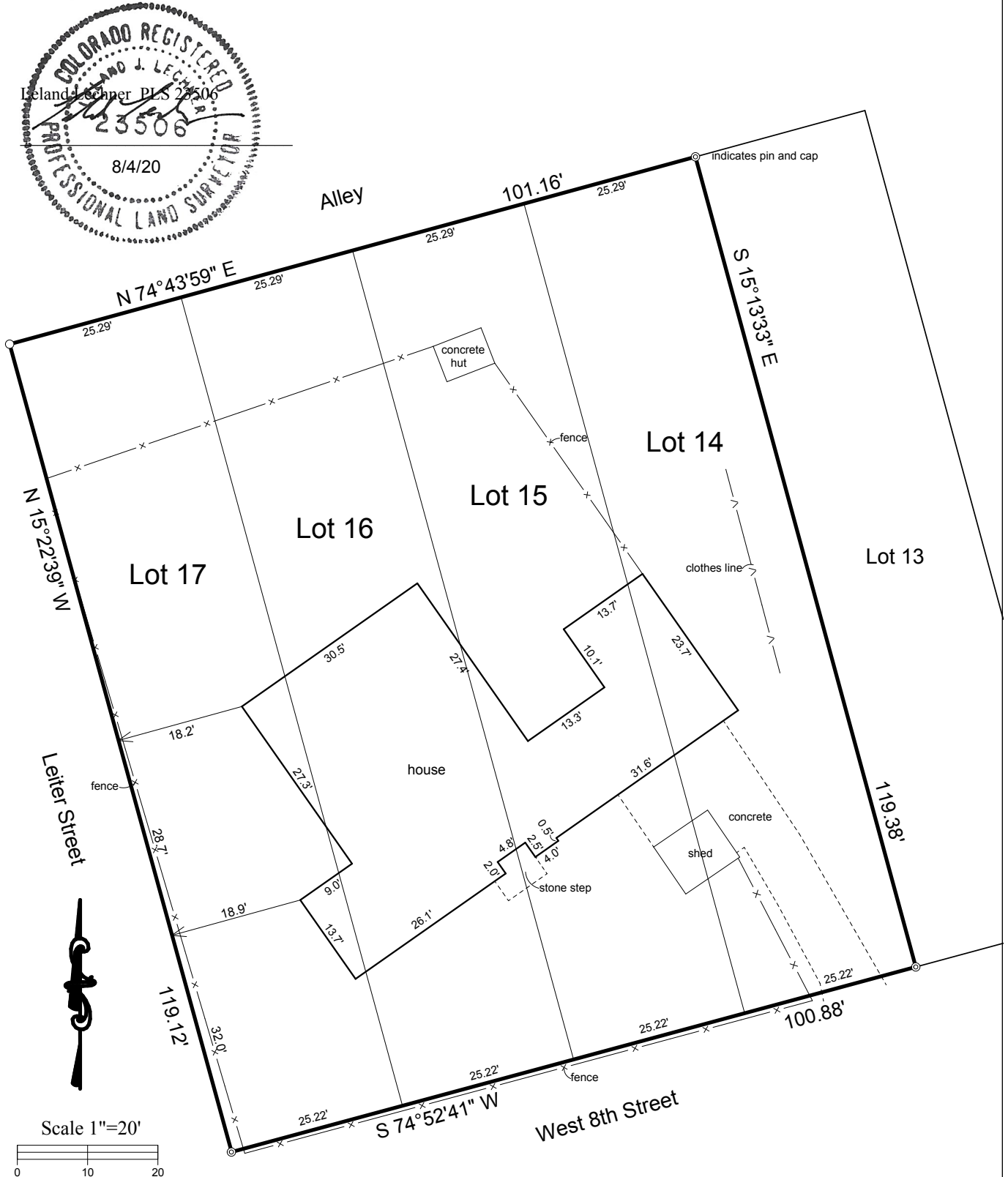
I hereby certify that this IMPROVEMENT LOCATION CERTIFICATE was prepared for High Country Bank, Central Colorado Title & Escrow, Inc. and First American Title Insurance Company, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. This certificate is valid only for use by the above named clients and describes the parcel's appearance on 8/4/20.

I further certify that the improvements on the above described parcel on this date, August 4, 2020, except utility connections, are entirely within the boundaries of the parcel except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there are no apparent evidence of any easement crossing or burdening any part of said parcel, except as noted.

Notes:

Recorded information and the legal description was provided by Central Colorado Title & Escrow, Inc.. The easements listed on Commitment No. 20-11786 that lie within the subject property and are described in a way that allows them to be drawn, are shown on the drawing.

Address: 330 West 8th Street



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

Improvement Location Certificate

Legal description:

Lots 14, 15, 16, and 17, Block 65, Stevens and Leiter's Subdivision of U.S. Survey No. 271, City of Leadville, County of Lake and State of Colorado.

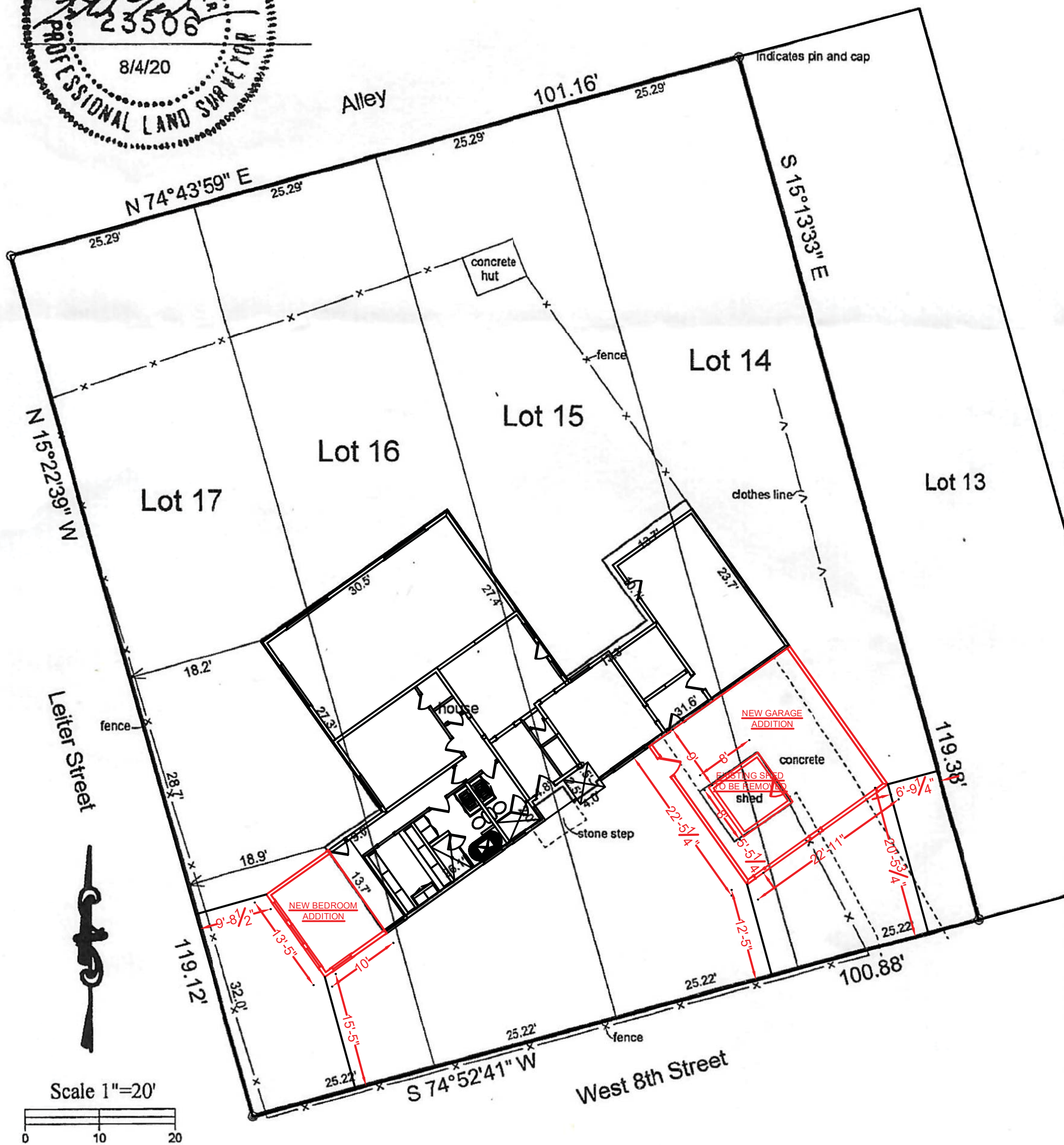
I hereby certify that this IMPROVEMENT LOCATION CERTIFICATE was prepared for High Country Bank, Central Colorado Title & Escrow, Inc. and First American Title Insurance Company, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. This certificate is valid only for use by the above named clients and describes the parcel's appearance on 8/4/20.

I further certify that the improvements on the above described parcel on this date, August 4, 2020, except utility connections, are entirely within the boundaries of the parcel except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there are no apparent evidence of any easement crossing or burdening any part of said parcel, except as noted.

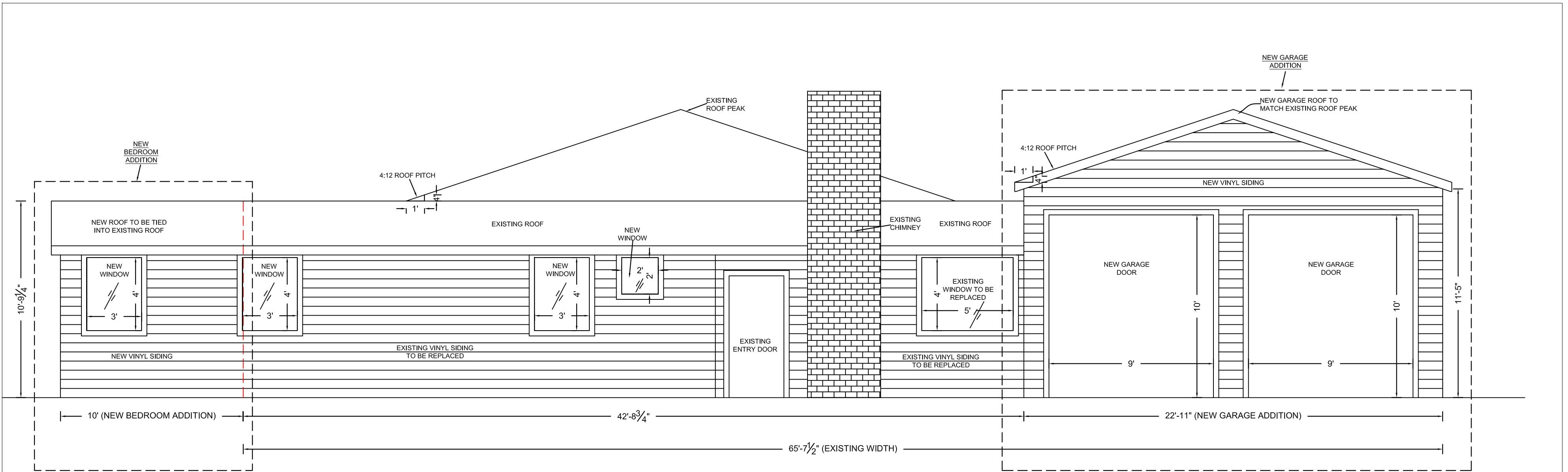
Notes:

Recorded information and the legal description was provided by Central Colorado Title & Escrow, Inc.. The easements listed on Commitment No. 20-11786 that lie within the subject property and are described in a way that allows them to be drawn, are shown on the drawing.

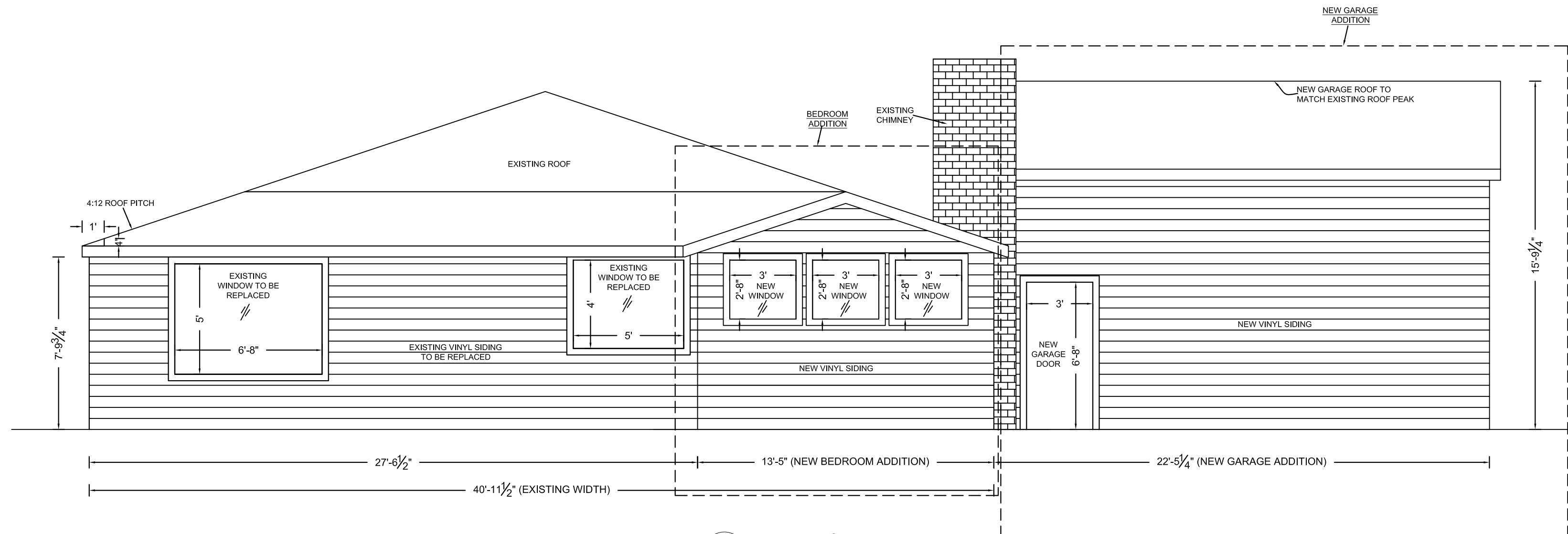
Address: 330 West 8th Street



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



1 ELEVATION VIEW:
SCALE: N.T.S



2 ELEVATION VIEW:
SCALE: N.T.S

330 W. 8th St. - Leadville, CO

SCALE: N.T.S	APPROVED BY:	DRAWN BY: JAKE
DATE: 1-15-2024		REVISED: 2-14-2024
ADDITION		DRAWING NUMBER: 2

Donna Laham & Mitchell Blocker
Addition
330 West 8th St,
Leadville, CO 80461

We are proposing two additions to the existing house. The house addition will be 10 foot bedroom addition to the west side of the house so that we may add a second bathroom. The roof line of the addition will match the roof it is extending from.

The proposed garage addition is in keeping with the original front loading design of the house and will extend the front profile of the house by 5 feet past the existing original shed and decorative fence that currently attaches it to the house. The existing front profile of the house will change minimally.

Roof of the proposed garage will match the peak height and pitch of the existing roof of the rear of the house. (see attached elevations)



We plan to replace the existing vinyl siding which was done in 1960 with new wood look vinyl siding in a historic color. The interior walls of the house are pine paneling which will not allow us to add insulation from the inside without damaging the paneling. The existing insulation is from the outside under the siding and we plan to do the same with today's better insulating materials to preserve the historic look of the home both inside and out.

Siding Alsie - Charter Oak® Energy Elite Insulated Siding – Double 4 ½ Clapboard - Mountain Fern (Benjamin Moore – Historic color match is Peale Green HC-121

Exterior Trim and Soffit – White

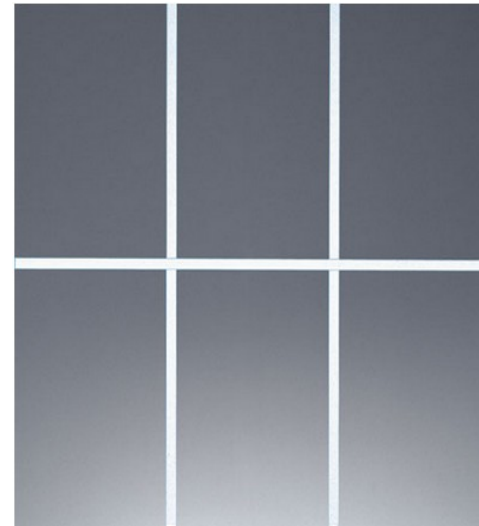
No shutters



Replacement Windows

Existing windows will be replaced. New windows will match or complement dimensions of existing windows.

Mezzo® Energy-Efficient Vinyl Windows – Exterior color white, Flat casing, Double Pane, Colonial grid,



New sections of Roof – same as Existing

GAF Timberline Ultra HD SG+ - Hickory



Chimney -
Stone face all the way up – GenStone Kenai Panel



Perimeter Fence – Repair Existing





AGENDA ITEM #9B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: March 19, 2024

SUBJECT: Resolution No. 20, Series of 2024 - A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing the Mayor to Sign the Easement Agreement

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 20, Series of 2024 - A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing the Mayor to Sign the Easement Agreement.

II. BACKGROUND INFORMATION:

The area encompassed by the proposed easement is located between, and runs parallel to, Highway 24 (East 9th Street) and East 10th Street. (See Aerial Photo 1.) The area encompassed by the proposed easement is currently owned by the State of Colorado ("State") through the State Historical Society of Colorado (doing business as History Colorado) and is adjacent to the Healy House Museum ("Healy House Property"). (See Aerial Photo 2.)

As Aerial Photos 2 and 3 show, the Healy House Property includes a jut of land that has been used as an alleyway. (See Aerial Photos 2 and 3.) This alleyway is used by the adjacent property owners to access their property as well as the City to plow the alleyway. The alleyway is also presumably used by the public.

Ms. Carol Bellhouse, Esq. was retained by an adjacent property owner to obtain an easement across the jut of land for their access as well as the public's access. Ms. Bellhouse reached out to former Mayor Labbe in February of 2022 regarding the possibility of the City of Leadville ("City") obtaining an easement over the jut of land. This easement has been in progress since that date. The City has been working with Ms. Bellhouse, the State (through History Colorado) and the City's City Attorney. The State has given its approval to the easement as evidenced by the signature on the attached Easement Agreement. (See Attachment 5.)

The purpose of this easement is to provide the City, the neighbors and the public the right to be on that stretch of property encompassed by the easement. This easement is beneficial because it provides the neighboring residents, the City and the public access to the alleyway and to Harrison Avenue across private property. Additionally, the easement is beneficial because the City needs the easement to access the alley to plow in the winter. The easement gives the City and the public the right to use that stretch of property encompassed by the easement as an alley.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is the sum of \$10.00.

IV. LEGAL ISSUES:

The City's City Attorney has reviewed the Easement Agreement and has approved it as to form.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 20, Series of 2024: A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing the Mayor to Sign the Easement Agreement.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 20, Series of 2024: A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing

the Mayor to Sign the Easement Agreement.”

IX. ATTACHMENTS:

1. Aerial Photo 1;
2. Aerial Photo 2;
3. Aerial Photo 3;
4. Resolution No. 20, Series of 2024: A Resolution of the City Council of the City of Leadville Accepting the Grant of an Easement from the State Historical Society and Authorizing the Mayor to Sign the Easement Agreement;
5. Easement Agreement.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
ACCEPTING THE GRANT OF AN EASEMENT FROM THE STATE HISTORICAL
SOCIETY AND AUTHORIZING THE MAYOR TO SIGN THE EASEMENT
AGREEMENT**

WHEREAS, a functional alleyway exists running parallel to, and between, east 9th and 10th Streets perpendicular to Harrison Avenue;

WHEREAS, a portion of that functional alleyway is owned by the State of Colorado (“State”) through the State Historical Society of Colorado (doing business as History Colorado) and is adjacent to the Healy House Museum (“Healy House property”);

WHEREAS, it is beneficial to the city, the neighboring residents and the public to have an easement so as to have the right to travel over the portion of the alleyway owned by the State.

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

Section 1. The alleyway easement described in the attached easement agreement (“Easement”) between the State Historical Society of Colorado, History Colorado, and the City of Leadville (“City”) is accepted, the Easement is approved in substantially the form presented, and the Mayor is authorized to execute the Easement Agreement on behalf of the City.

This Resolution shall be effective upon its adoption.

**ADOPTED this 19th day of March, 2024 by a vote of ___ in favor, ___ against,
___ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this 20th day of February, 2024 by and between the STATE OF COLORADO, acting by and through the **State Historical Society of Colorado, d/b/a History Colorado**, whose address is 1200 Broadway, Denver, CO 80203 (hereinafter, the "Grantor"), and **The City of Leadville, Colorado**, whose address is **800 Harrison Avenue, Leadville, CO 80461** (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of a one-time payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a **perpetual, non-exclusive** easement upon the following property (hereinafter, the "Property") located in the County of Lake, State of Colorado, to wit:

A parcel of land located in Lot 908, Block 16, Capital Subdivision, Lake County, Colorado, being more particularly described as the South 17.0 feet of said Lot 908, containing 1700 square feet more or less and as set for in the Exhibit attached hereto.

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property **in a manner consistent with the typical uses of an alley by the Grantee and the general public.**

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in **its** sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with C.R.S. §18-8-301, et. seq., (Bribery and Corrupt Influences) and C.R.S. §18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
9. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
1200 Broadway
Denver, CO 80203

Grantee:
800 Harrison Avenue
Leadville, CO 80461

Cc: Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street, Suite 500
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
12. This Easement Agreement shall be governed by the laws of the State of Colorado.
13. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. and §24-30-1501, et seq., C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be

controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes **of using it in a manner consistent with the typical uses of an alley by the Grantee and the general public.**

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, **Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider** such improvements to be abandoned and **the improvements** shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.
4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. Grantee agrees to hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. **Grantee and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Easement Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to Grantee and its officers, attorneys or employees.** In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.

6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.
8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

N/A

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:
STATE OF COLORADO
Jared S. Polis, Governor
Acting by and through the
State Historical Society of Colorado,
d/b/a History Colorado

GRANTEE:
THE CITY OF LEADVILLE, COLORADO

By: _____
Dana Greene, MAYOR

Title: Chief Administrative Officer

By: 
For the Executive Director

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

APPROVED:

By Resolution of City Council

City Clerk

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Philip J Weiser, Attorney General

By: _____
Assistant Attorney General

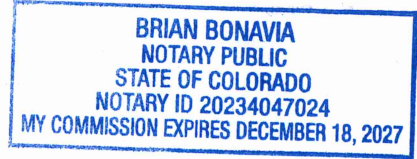
STATE OF COLORADO)
) ss.
CITY / COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20 day of February, 2024, by Brian Bonavia, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires December 18, 2027.



Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Dana Greene, Mayor, on behalf of the Grantee. Witness my hand and official seal.

My commission expires _____.

Notary Public

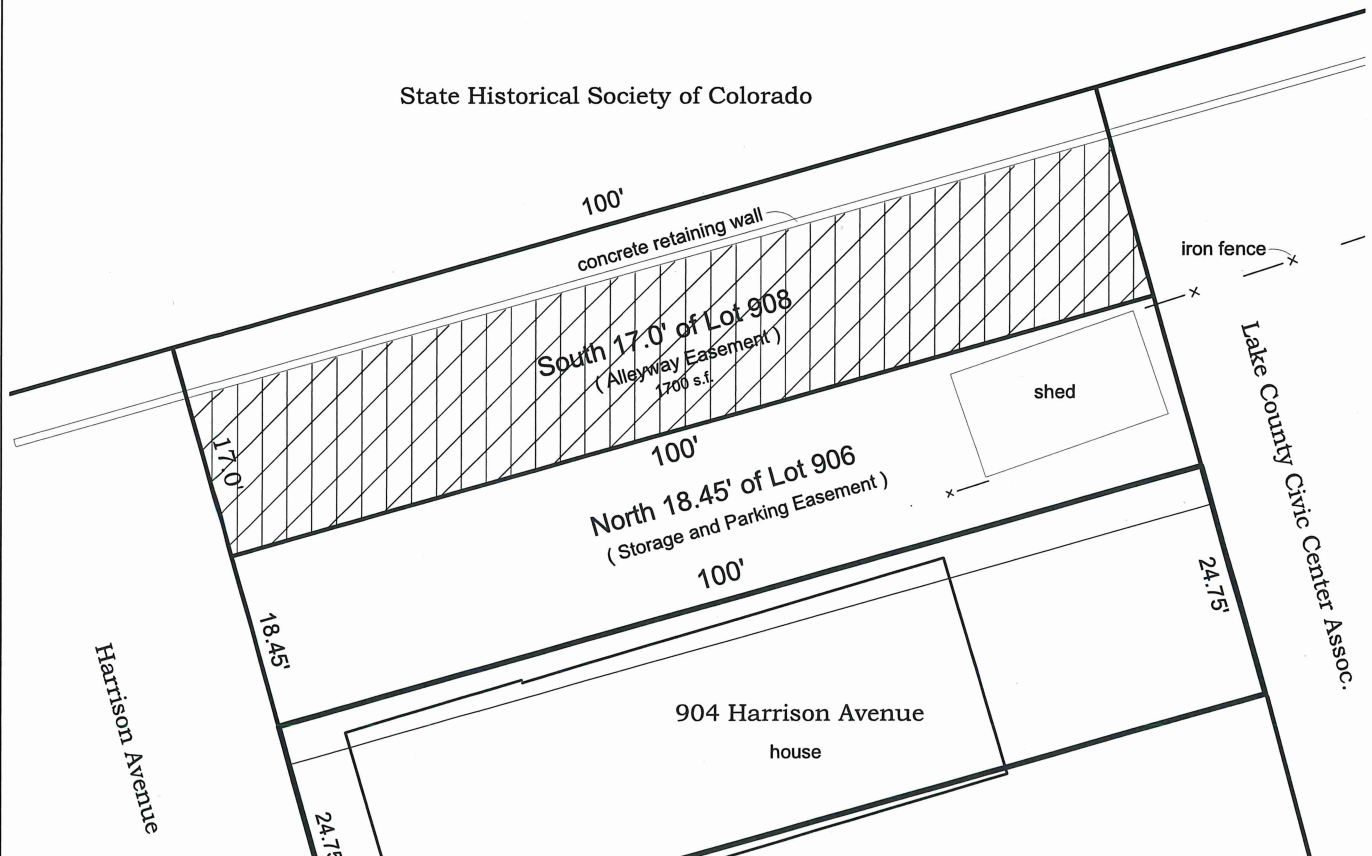
Alleyway Easement Exhibit

Legal description:

A parcel of land located in Lot 908, Block 16, Capital Subdivision, Lake County, Colorado, being more particularly described as the South 17.0 feet of said Lot 908 containing 1700 square feet more or less.



Scale 1"=20'





AGENDA ITEM #9C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: March 19, 2024

SUBJECT: Resolution No. 21, Series of 2024 - A Resolution Establishing a Task Force on City Sales Tax and Appointing Members to this Task Force

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. **REQUEST OR ISSUE:**

Before the City Council is Resolution No. 21, Series of 2024 - A Resolution Establishing a Task Force on City Sales Tax and Appointing Members to this Task Force.

II. **BACKGROUND INFORMATION:**

The City of Leadville ("City") currently imposes no City sales tax within the City limits. The City has been approached by a local organization (Pb Swims) to place a sales tax measure on the upcoming ballot. The City Council would like to form a task force to examine the issue of a City sales tax.

III. **FISCAL IMPACTS:**

There is no fiscal impact to the Resolution. The task force is advisory to the City Council and cannot make binding decision for the City.

IV. **LEGAL ISSUES:**

The City's City Attorney has completed a legal review of the Resolution.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 21, Series of 2024 - A Resolution Establishing a Task Force on City Sales Tax and Appointing Members to this Task Force.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

"I move to approve Resolution No. 21, Series of 2024 - A Resolution Establishing a Task Force on City Sales Tax and Appointing Members to this Task Force."

IX. ATTACHMENTS:

1. Resolution No. 21, Series of 2024 - A Resolution Establishing a Task Force on City Sales Tax and Appointing Members to this Task Force.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 20
SERIES OF 2024**

**A RESOLUTION ESTABLISHING A TASK FORCE ON SALES TAX
AND APPOINTING MEMBERS TO THIS TASK FORCE**

WHEREAS, the City of Leadville (“City”) currently imposes no City sales tax within the City limits;

WHEREAS, the City has been approached by a local organization (Pb Swims) to place a sales tax measure on the upcoming ballot; and

WHEREAS, City Council would like to form a task force to examine the issue of a City sales tax.

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

The City Council hereby:

- (a) establishes a task force to discuss adoption of a city sales tax;
- (b) authorizes the task force to examine this issue and make recommendations to the City Council;
- (c) appoints the following persons to serve on the task force:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
- (d) deems that the members will serve so long as they are willing and able, with vacancies, if any, filled by subsequent Council appointment;
- (e) deems that the task force will exist so long as determined necessary by the City Council and may be dissolved at any time by resolution of the City Council; and
- (f) specifies that the meetings of the task force shall be open to the public and subject to compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*

This Resolution shall be effective upon its adoption.

**ADOPTED this 19th day of March 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: March 19, 2024

SUBJECT: Resolution No. 22, Series of 2024 - A Resolution of the City Council of the City of Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 22, Series of 2024 - A Resolution of the City Council of the City of Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement.

II. BACKGROUND INFORMATION:

Pursuant to §§ 43-2-102 Colorado Revised Statutes ("C.R.S."), the State shall construct and maintain all roads comprising the state highway system. C.R.S. § 43 2 135(1)(i), as amended, requires the State to install, operate, maintain, and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.

The State of Colorado, through the Department of Transportation (“State”) and the City of Leadville (“City”) desire to enter an Agreement for the City to provide some or all of the certain highway Maintenance Services on State highways that are the responsibility of the State under applicable law, and for the State to pay the City a reasonable negotiated fixed rate for such services. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance remains available for payment of the project and the City costs for the Maintenance Services with the total Agreement amount being \$301,863.25. The required approval, clearance and coordination have been accomplished from and with the appropriate agencies.

The Parties also intend that the City shall remain responsible to perform any services and duties on State highways that are the responsibility of the City under applicable law, at its own cost. The State and the City have the authority, as provided in §§29-1-203, 43 1 106, 43 2 103, 43 2 104, and 43-2-144, C.R.S., as amended, and in Resolution No. 22, Series of 2024 duly passed and adopted by the City, to enter into this Agreement for the purpose of maintenance of traffic control devices on the State highway system as set forth in this Agreement. Finally, the City has adequate equipment to perform the desired maintenance services on State highways within its jurisdiction.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is that the State would pay the City up to a total of \$301,863.25 over five years.

IV. LEGAL ISSUES:

The City’s City Attorney has reviewed the Maintenance Agreement for legal compliance.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 22, Series of 2024 - A Resolution of the City Council of the City of Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement.

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. 22, Series of 2024 - A Resolution of the City Council of the City of

Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement.”

IX. ATTACHMENTS:

1. Resolution No. 22, Series of 2024 - A Resolution of the City Council of the City of Leadville Approving a Maintenance Agreement with the State of Colorado Through the Department of Transportation for Maintenance Services on State Highway 24 and Authorizing the City Administrator to Sign the Agreement;
2. Maintenance Agreement with the State of Colorado;
3. Exhibit A.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 22
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
APPROVING A MAINTNENANCE AGREEMENT WITH THE STATE OF
COLORADO THROUGH THE DEPARTMENT OF TRANSPORTATION FOR
MAINTENANCE SERVICES ON STATE HIGHWAY 24
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT**

WHEREAS, pursuant to §§ 43-2-102 Colorado Revised Statutes (“C.R.S.”), the State shall construct and maintain all roads comprising the state highway system;

WHEREAS, § 43 2 135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain, and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns;

WHEREAS, the State of Colorado, through the Department of Transportation (“State”) and the City of Leadville (“City”) desire to enter an Agreement for the City to provide some or all of the certain highway Maintenance Services on Highway 24 within City limits that are the responsibility of the State under applicable law, and for the State to pay the City a reasonable negotiated fixed rate for such services;

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance remains available for payment of the project and the City costs for the Maintenance Services with the total Agreement amount being \$301,863.25;

WHEREAS, the required approval, clearance and coordination have been accomplished from and with the appropriate agencies;

WHEREAS, the Parties also intend that the City shall remain responsible to perform any services and duties on State highways that are the responsibility of the City under applicable law, at its own cost;

WHEREAS, the State and the City have the authority, as provided in §§29-1-203, 43 1 106, 43 2 103, 43 2 104, and 43-2-144, C.R.S., as amended, and in Resolution No. 22, Series of 2024 duly passed and adopted by the City, to enter into this Agreement for the purpose of maintenance of traffic control devices on the State highway system as set forth in this Agreement;

WHEREAS, the City has adequate equipment to perform the desired maintenance services on State highways within its jurisdiction;

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

Section 1. The Maintenance Agreement is approved in substantially the form presented, and the City Administrator is authorized to execute the Maintenance Agreement on behalf of the City. The City Administrator, in consultation with the City Attorney, may make changes to this Agreement that do not substantially alter the terms.

This Resolution shall be effective upon its adoption.

ADOPTED this 19th day of March, 2024 by a vote of ___ in favor, ___ against, ___ abstaining, and ___ absent.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

(State SHWY Mtce)
CITY OF LEADVILLE

Rev 10/03
Region: 3 (DMM)

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is entered into by and between the CITY OF LEADVILLE, a Colorado municipal corporation with an address of 800 Harrison Avenue, Leadville, CO 80461 (“City”) and the STATE OF COLORADO, acting by and through the Department of Transportation (the “State”) (collectively the “Parties” and singularly a “Party”).

WHEREAS, pursuant to §§ 43-2-102 Colorado Revised Statutes (“C.R.S.”), the State shall construct and maintain all roads comprising the state highway system;

WHEREAS, § 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain, and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns;

WHEREAS, the Parties desire to enter this Agreement for the City to provide some or all of the certain highway Maintenance Services on State highways that are the responsibility of the State under applicable law, and for the State to pay the City a reasonable negotiated fixed rate for such services;

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance remains available for payment of the project and City costs for the Maintenance Services. Total Agreement amount: \$301,863.25;

WHEREAS, the required approval, clearance and coordination have been accomplished from and with the appropriate agencies;

WHEREAS, the Parties also intend that the City shall remain responsible to perform any services and duties on State highways that are the responsibility of the City under applicable law, at its own cost;

WHEREAS, the State and the City have the authority, as provided in §§29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and in Resolution No. 22, Series of 2024 duly passed and adopted by the City, to enter into this Agreement for the purpose of maintenance of traffic control devices on the State highway system as set forth in this Agreement;

WHEREAS, the City has adequate equipment to perform the desired maintenance services on State highways within its jurisdiction.

NOW THEREFORE, THE PARTIES AGREE THAT:

Section 1. Scope of Work

The City shall perform all Maintenance Services, as defined in Section 5 of this Agreement, for the specified locations located within the City’s jurisdiction and described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its Exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 22 of this Agreement
2. This Agreement
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit E** (PII Certification Letter).

Section 3. Term

This Agreement shall be effective upon the date signed and approved by the State Controller or designee, or on July 1, 2024, whichever is later. This Agreement terminates on June 30, 2029. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available.

Section 4. Project Funding and Payment Provisions

- A. The City to accept the State funding for the work in the amount of \$301,863.25, as evidenced by Resolution No. 22, Series of 2024 duly passed on March 19, 2024 and adopted by the City, which expressly authorizes the City to enter into this Agreement and to complete the work under the project. A copy of Resolution No. 22, Series of 2024 is attached to this Agreement and incorporated as **Exhibit B**.
- B. The State shall pay the City on a lump sum basis, payable in monthly installments and upon receipt of the City's statements, for the satisfactory performance of the Maintenance Services on the highways, as described in Section 5 and otherwise provided for in this Agreement.
- C. The City will provide Maintenance Services as described in **Exhibit A**, for a total maximum amount of \$60,372.65 per State fiscal year, and a maximum Agreement total shall not exceed the cumulative five-year total of \$301,863.25. The negotiated rate per mile shall remain fixed for the full five (5) year term of the Agreement, unless this rate is renegotiated in accordance with the procedures set forth in Section 17. The total payments to the City during the term of this Agreement shall not exceed that maximum amount, unless this Agreement is amended. The City will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the City for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the City for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the highways such Maintenance Services were performed, in accordance with City billing standards.
- F. If the City fails to satisfactorily perform the Maintenance Services or if the statement submitted by the City does not adequately document the payment requested, after notice from the State and a period of ten (10) days for City to cure the error, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State and City Commitments:

- A. The City shall perform the Maintenance Services for the certain State Highway System locations described in this Agreement. Such services and locations are detailed in **Exhibit A**.
- B. The City shall operate and maintain the highway miles as listed on **Exhibit A**. "Maintenance Services," as used in this Agreement, shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§ 43-2-102 and 43-2-135, C.R.S., as described in the State's "Maintenance Management Information Manual," as amended and incorporated by reference. The City shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this Agreement. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the City shall give the State immediate notice of the existence of any such conditions on the highways.
 1. Maintenance Services to be performed by the City, at State expense, for the highways under this Agreement shall include without limitation the following services:
 - a. Snow removal, sanding and salting;
 - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, to the highways including shoulders;
 - c. Painting of bridges, of other structures, and of highway appurtenances;
 - d. Warning the State's representative of any "dangerous condition," as defined in § 24-10-103 (1), C.R.S., as amended, and making any urgent emergency repairs of that condition, if necessary;

- e. Inspecting State highway signing and regulatory devices on the highways at least weekly and notifying the State's Regional Transportation Director as soon as the City has notice of any State highway signing and regulatory devices in need of repair.
2. City shall also continue to perform, at its own expense, all activities and duties on the highways City is required to perform under § 43-2-135 (1)(a) and (e), C.R.S., as amended, including without limitation: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.
- C. The City shall perform all Maintenance Services on an annual basis. The City's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or its representative, shall determine the applicable maintenance standards for the Maintenance Services. Any standards or directions provided by the State's representative to the City concerning the Maintenance Services shall be in writing. The City shall contact the State Region Office and obtain those standards before the City performs such Services.
 - D. The City shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this Agreement. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the City, as well as the adequacy of such Services, under this Agreement. The State will notify the City in writing of any deficiency in the Maintenance Services. The City shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the City, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the City, or to bill the City for such work.

Section 6. Record Keeping

The City shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Agreement. The City shall maintain such records for a period of three (3) years after the date of termination of this Agreement or final payment, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The City shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and of the Federal Highway Administration to inspect the project and to inspect, review and audit the project records.

Section 7. Termination

This Agreement may be terminated as follows:

- A. Termination for Convenience. The Parties may terminate this Agreement at any time a Party determines that the purposes of the distribution of moneys under the Agreement would no longer be served by completion of the project. Either Party shall affect such termination by giving written notice of termination to the other Party and specifying the effective date, at least thirty (30) days before the effective date of such termination. In such event, the State shall be responsible to pay City only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, City shall be responsible to provide such services up to that date, and the Parties shall have no other obligations or liabilities resulting from that termination.
- B. Termination for Cause. If, through any cause, either Party fails to fulfill, in a timely and proper manner, its obligations under this Agreement, or if either Party violates any of the covenants, agreements, or stipulations of this Agreement, either Party shall have the right to terminate this Agreement for cause, after notice from Party and a period of ten (10) days for the other Party to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by City under this Agreement shall, at the option of the State, become State property, and City shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The City shall be obligated to return any payments advanced under the provisions of this Agreement.

1. Notwithstanding the above, City shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Agreement by City, and the State may withhold payment to City for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from City is determined.
2. If after such termination it is determined, for any reason, that either Party was not in default or that either Party's action or inaction were excusable, such termination shall be treated as a Termination for Convenience, and the rights and obligations of the Parties shall be the same as if the Agreement had been terminated for convenience.

C. Termination Due to Loss of Funding. The Parties expressly recognize that the City is to be paid, reimbursed, or otherwise compensated with federal and State funds which are available to the State for the purposes of contracting for the Maintenance Services. The City understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon availability of such funds to the State. In the event that such funds or any part of such funds are not available to the State, the State may amend this Agreement.

Section 8. Legal Authority

The Parties warrant that they possess the legal authority to enter into this Agreement and that they have taken all actions required by its procedures, bylaws, and applicable law to exercise that authority, and to lawfully authorize their undersigned signatories to execute this Agreement and to bind the parties to its terms. The person(s) executing this Agreement on behalf of each Party warrants that such person(s) has full authorization to execute this Agreement.

Section 9. Representatives and Notice

The State will provide liaison with City through the State's Region Director, Region 3, 606 S 9TH ST, GRAND JUNCTION, CO 81501. This Region Director will also be responsible for coordinating the State's activities under this Agreement and will also issue a "Notice to Proceed" to the City for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the City. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may designate new or substitute representatives in writing.

If to State:

CDOT Region: 3
TODD BLAKE
Project Manager
606 S 9TH ST
GRAND JUNCTION, CO 81501
970-640-3452

If to City:

CITY OF LEADVILLE
LAURIE SIMONSON
City Administrator
800 HARRISON AVENUE
LEADVILLE, CO 80461
719-427-0154

Section 10. Successors

Except as otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Section 11. Third Party Beneficiaries

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, are strictly reserved to the State and City. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. The State and City intend that any such person or entity, other than the State or the City, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the

Parties, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S., as amended, and the Risk Management Statutes, §§ 24-30-1501, *et seq.*, C.R.S., as amended.

Section 13. Severability

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision.

Section 14. No Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

Section 15. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied by writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Agreement Terms

Notwithstanding anything in this Agreement to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments which may require continued performance, compliance or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the Parties as provided in the event of such failure to perform or comply by the other Party.

Section 17. Modification and Amendment

This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth in this Agreement. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

- A. Amendment. Either Party may suggest renegotiation of the terms of this Agreement, provided that the Agreement shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this Agreement, the renegotiated terms shall not be effective until this Agreement is amended or modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including § 24-107-101, *et seq.*, C.R.S. and implementing regulations), and be based on an increase or decrease in the “allowable costs” of performing the Maintenance Services. Any such proposed renegotiation shall not be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.
- B. Option Letter.
 - a. The State may increase or decrease the quantity of goods and services described in **Exhibit A** at the same unit prices (rates) originally established in the Agreement. The State may exercise the option by written notice to the City in a form substantially equivalent to **Exhibit C**.
 - b. As a result of increasing or decreasing the locations, the State may also unilaterally increase or decrease the maximum amount payable under this Agreement based upon the unit prices (rates) originally established in the Agreement and the schedule of services required, as set by the terms of this Agreement. The State may exercise the option by providing a fully executed option to City, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or its authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or its authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.
- C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the City after execution. Delivery and performance of the goods and services shall continue at the same rate and under the same terms as established in this Agreement.

Section 18. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the City mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the City shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, City shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or its duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for in this Agreement. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Subordination

This Agreement is not intended to supersede or affect in any way any other written agreement, if any, that is currently in effect between the State and City for other Maintenance Services on State Highway rights-of-way within the jurisdiction of the City. The City shall continue to perform, at its own expense, all such activities and duties, if any, on such State Highway rights-of-ways that City is required by applicable law to perform.

Section 20. Subcontractors

The City may subcontract for any part of the performance required under this Agreement, subject to the City first obtaining approval from the State for any particular subcontractor. The State understands that the City may intend to perform some or all of the services required under this Agreement through a subcontractor. The City agrees not to assign rights or delegate duties under this Agreement, or to subcontract any part of the performance required under this Agreement, without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding only upon the Parties and their respective successors and assigns.

Section 21. Statewide Contract Management System

- A. Agreement Governed by Statewide Contract Management System. The City agrees to be governed, and to abide, by the provisions of C.R.S. §§ 24-102-205, 24-102-206, 24-103-601, 24-103.5-101, and 24-105-102, concerning the monitoring of City performance on state contracts and inclusion of contract performance information in the Statewide Contract Management System ("SCMS").
- B. Performance Subject to Evaluation. The City's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, State law, including C.R.S. § 24-103.5-101, and State Fiscal Rules, Policies, and Guidance. Evaluation and review of the City's performance shall be part of the normal Agreement administration process and the City's performance will be systematically recorded in SCMS. Areas of evaluation and review shall include without limitation cost and timeliness. Collection of information relevant to the performance of the City's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the City's obligations. Such performance information shall be entered into SCMS at established intervals, and a final evaluation, review, and rating shall be rendered within 30 days of the end of the Agreement term. The City shall be notified following each performance evaluation and review and shall address or correct any identified problem in a timely manner, maintaining work progress.
- C. Should the final performance evaluation and review determine that the City demonstrated a gross failure to meet the performance measures established, the Executive Director of the Colorado Department of Personnel and Administration ("Executive Director"), upon request by the Department of Transportation and showing of good cause, may debar City and prohibit City from bidding on future agreements. The City may contest the final

evaluation, review and rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation under C.R.S. § 24-105-102(6), or (b) under C.R.S. §24-105-102(6), exercising the debarment protest and appeal rights provided in C.R.S. §§ 24-109-106, 107, 201, or 202, which may result in the reversal of the debarment and reinstatement of City, by the Executive Director, upon showing of good cause.

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Section 22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in *italics*.

A. STATUTORY APPROVAL. § 24-30-202 (1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in § 24-37.5-102 (2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346 (b), and the State's risk management statutes, § 24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

The City shall perform its duties under this Agreement as an independent contractor and not as an employee. Neither the City nor any agent or employee of the City shall be deemed to be an agent or employee of the State. The City shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth in this Agreement. **The City and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the City or any of its agents or employees. The City shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The City shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold the City harmless; requires the State to agree to binding arbitration; limits City's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S. Any term included in this Agreement that limits City's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The

City hereby certifies and warrants that, during the term of this Agreement and any extensions, the City has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the City is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§ 24-18-201 and 24-50-507, C.R.S.

The signatories aver that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The City has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the City's services and the City shall not employ any person having such known interests.

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Section 23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for the City hereby swear and affirm that they are authorized to act on the City's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">CITY OF LEADVILLE</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p>—</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis Department of Transportation</p> <p>By _____</p> <p>—</p> <p style="text-align: center;">Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p> <p style="text-align: center;">—</p>
<p>2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p>—</p>	<p style="text-align: center;">STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By _____</p> <p>—</p> <p style="text-align: center;">Signature – Assistant Attorney General</p> <p>Date: _____</p> <p style="text-align: center;">—</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

C.R.S. § 24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The City is not authorized to begin performance until such time. If the City begins performing prior thereto, the State of Colorado is not obligated to pay the City for such performance or for any goods or services provided hereunder.

<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>
--

Scope of Work

Region 3, Section 2 Maintenance has a highway maintenance agreement between CDOT and the City of Leadville.

The rate negotiated by the parties per mile for this agreement is \$11,180.12 per mile, and the number of miles of Highway segments for which the City will provide maintenance services is 5.4 miles, up to a total maximum amount of \$60,372.65 per fiscal year **to be invoiced as work progresses, not to exceed the total agreed upon amount.** This agreement has been considered and deemed beneficial to the City of Leadville and the State by John David, Region 3 Section 2 Maintenance Superintendent.

A. The City shall perform all "maintenance services" (defined in the attached Exhibit) for the certain State Highway System segments described herein, located within the City's jurisdiction, for a total length of 5.4 miles ("the Highways"), as follows:

- 5.4 miles on SH 24 from: MP 175.39 to MP 177.00

B. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§ 43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Plant Maintenance Field Manual", as amended which is incorporated herein by this reference. The City shall be furnished a copy of that Manual from the State before it performs any maintenance services under this Contract.

Maintenance Services Activity List:

Code	Activity Name	Units
152	Flexible Pavement Patching/Minor Repairs	Square Yard
153	Rigid Pavement Patching/Minor Repairs	Square Yard
402	Snow Removal & Traction Application (Sanding, Deicers)	Mile (Plow Mile)
406	Snow Removal – Special Equipment	Labor Hours

("Maintenance services" do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the City shall give the State immediate notice of the existence of any such conditions on the Highways.) If services not noted in the Maintenance Services Activity List need to be considered, contact John David, Region 3 Section 2 Maintenance Superintendent.

Maintenance services to be performed by the City, at State expense, for the Highways under this Contract shall include (without limitation) the following services:

- Removal of snow.
- Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders; and damage caused by ordinary - washouts.
- Warning the State's representative of any "dangerous condition" (as that term is defined in §24-10-103(1) C.R.S., as amended), and/or making urgent emergency repairs to that condition.
- Inspecting State Highway signing and regulatory devices on the Highways done concurrently with other maintenance work and notifying the State's Region 3 Section 2 Maintenance Superintendent or a State representative as soon as the City has notice of any State Highway signing and regulatory devices in need of repair.

C. City shall also continue to perform, at its own expense, all activities/duties on the Highways that City is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures. The City's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Region 3 Section 2 Maintenance Superintendent, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the City concerning the maintenance services shall be in writing.

D. The statements submitted by the City for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed in accord with the Maintenance Services Activity Codes noted in section B, as shown above.

E. For Transparency as well as for Audit purposes, the following needs to be included in all billings submitted on a monthly basis. The statements submitted by the City for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways (as noted above) such services were performed, in accord with standard City billing standards.

F. Monthly billing is based on service performed in each month; it is not based on equal billings. Some months may have no chargeable services, while others may be well over an average monthly amount.



AGENDA ITEM #9E

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: March 19, 2024

SUBJECT: Ordinance No. 2, Series of 2024: An Ordinance of the City Council of the City of Leadville Amending Chapter 5.12 of Title 5 of the Leadville Municipal Code Regarding the Maximum Number of Short-Term Rental Licenses Available in the City

PRESENTED BY: Chapin LaChance, AICP – Planning Director

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Before City Council for consideration on first reading is Ordinance No. 2, Series of 2024 (“Ordinance”), which if adopted will revise Chapter 5.12 of the Leadville Municipal Code to revise the maximum number of Short-Term Rental (STR) licenses issued per year from a percentage of the total number of residential parcels to a specific numeric limit.

II. BACKGROUND INFORMATION:

The City Council held a Joint Work Session with the Planning and Zoning (P&Z) Commission to discuss STR Licenses on February 28, 2023. City Council held an additional Work Session on September 12, 2023.

February 28, 2023 Joint Work Session with P&Z:

Seven (7) City Council members were present. The City Council and the P&Z discussed questions from staff, and provided the responses listed below in bold text.

1. Should the maximum number of STR licenses available per year continue to be based on percentage (currently 12% of the total number of residential parcels within the city), or

should the maximum number be changed to a specific number of licenses?

- **Four (4) of the City Council members and four (4) of the P&Z members responded that the maximum number be changed to a specific number of licenses, for a total of eight (8) of the twelve (12) participants. One (1) City Council member and two (2) P&Z members responded that the limit should continue to be based on percentage. The City Council tasked the P&Z with a recommendation regarding the numerical license limit.**
- **At the 3/22/2023 P&Z meeting, the P&Z discussed their recommendation. Three (3) P&Z members, including the Mayor, and one (1) alternate attended the P&Z meeting, for a total of four (4) participants.**
 - **The attending P&Z members were split 2-2 on reducing the number from 171 to a lower number (Example discussed: 150) vs. keeping the number at 171.**
 - **The attending P&Z members unanimously agreed there should be a formula for annual reconsideration or increase, but did not decide what that formula should be.**
- **Below are the Planning Director's notes on individual Commissioner responses from the discussion:**
 - **Commissioner Zhu: Ok with current waiting list. Prefer discussion for year over year increase.**
 - **Commissioner Edwards: Lower to 150 with 3% annual increase. Does not create long wait on rental license.**
 - **Commissioner Tannous: Backdate building permits and use that data for % increase. A lot of people brought into compliance over the past year, which lost some STRs on the market, 170 feels good. Not hearing that there was a net negative social impact by having 171 units. Not sure that removing 20 or 30 is going to make a difference. If minimal social impact, no reason for lower number.**
 - **Commissioner Zhu: Agree with Commissioner Tannous. 10 people in waitlist is healthy number. Don't see reason to take 30 away. Can do good with accommodation tax.**
 - **Commissioner Edwards: Disagree. 10 is not a large enough waiting list. 20 or 25 would be better. Licenses turnover quickly. In favor of going back to number closer to 150.**
 - **Unanimous: Need some formula for annual reconsideration/increase.**

2. Should the density of STR licenses within the city also be limited (Ex: By neighborhood or block)?

- **Seven (7) of the participants responded that the density of STR licenses within the city should not be limited, most citing administrative concerns. Five (5) of the participants responded that the density of STR licenses within the city should be**

limited.

3. Should STR licenses continue to require Conditional Use Permits (CUPs)? If so, should the CUP requirement distinguish between Class 1 and Class 2 licenses?
 - **The participants unanimously responded that STR licenses should only require an administrative permit, which could be re-classified as a Conditional Use and referred to the City Council at the discretion of the Planning Director or City Council. (Update: This amendment was made via Ordinance No. 2, Series 2023)**
4. Should the City's regulation of STR licenses be consistent with Lake County's regulations?
 - **The participants unanimously responded that city's regulation of STR licenses should not be required to be consistent with Lake County's regulations.**

September 12, 2023 Work Session

Seven (7) City Council members were present. The City Council discussed questions from staff, and provided the responses listed below in bold text.

1. What should be the specific numeric limit for the maximum number of STR licenses issued per year?
 - **Three (3) Council members responded "171"** (Note: One is no longer on City Council).
 - **One (1) Council member responded "165".**
 - **One (1) Council member responded "160".**
 - **Two (2) Council members responded "150"** (Note: Both are no longer on City Council).
2. If Chapter 5.12 is to be amended to specify a numeric limit, should the code amendment include a requirement that the numeric limit be adjusted at regular intervals?
 - **Six (6) Council members responded "No".** (Note: Two are no longer on City Council).
 - **One (1) Council member responded "Yes, every 2 years".**

Considering the Council was not unanimous in its preference, the Council directed staff to work with the new City Attorney, once they were selected and contracted, to return to City Council with an ordinance for the Council to vote on options for a numeric limit.

Updates since Work Sessions:

The attached ordinance was prepared by the City Attorney's office, and includes a blank to be filled in by the Council's motion for a specific numeric limit. Optional motions are provided below. Staff notes that the City Attorney has recommended additional amendments to be made to the STR chapter in the near future, but those amendments are not included in this Ordinance.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

VI. STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached Ordinance No. 2, Series of 2024 on first reading, specifying a numeric limit in the blank provided of either **171, 165, 160, or 150**, and schedule second reading for a date certain of April 16, 2024.

VII. COUNCIL OPTIONS:

Council may take one of the following actions:

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

VIII. MOTION OPTIONS:

“I move to adopt on first reading Ordinance No. 2, Series of 2024, An Ordinance of the City Council of the City of Leadville Amending Chapter 5.12 of Title 5 of the Leadville Municipal Code Regarding the Maximum Number of Short-Term Rental Licenses Available in the City, specifying a numeric limit of ___ in the blank provided. I further move to schedule second reading of this Ordinance for City Council’s regular meeting on April 16, 2024.”

IX. ATTACHMENTS:

- Draft of Ordinance No. 2, Series 2024
- Redline version of proposed amendments to Ch. 5.12

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 2
SERIES OF 2024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LEADVILLE AMENDING CHAPTER 5.12 OF TITLE 5 OF THE
LEADVILLE MUNICIPAL CODE REGARDING THE MAXIMUM
NUMBER OF SHORT-TERM RENTAL LICENSES AVAILABLE IN THE
CITY**

WHEREAS, the City of Leadville (“City”) currently specifies a maximum number of short-term rental licenses to be issued per year as a percentage of the total number of residential units in the City;

WHEREAS, calculating the percentage has presented practical difficulties for staff in determining the total number of residential units in the City at any given time; and

WHEREAS, the City Council desires to adjust the maximum number of short-term rental licenses to a fixed maximum number available.

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

Section 1. Section 5.12.090(K) of the Leadville Municipal Code is hereby revised to read as follows:

5.12.090 – Limitations and requirements.

* * *

K. Maximum Number of Licenses. There shall be a maximum number of certain licenses available per year (from May 1 through April 30), which shall equal ~~twelve (12) percent of the total number of residential parcels within the City~~ **licenses in the City at any given time.** ~~The total number of residential parcels shall be as determined by the city using information from the Lake County Assessor.~~ The following types of licenses shall be subject to the cap set forth in this paragraph:

1. All Class 2 licenses, and
2. Class 1 licenses for parcels with two (2) or more short-term rental units on a single parcel.

~~Class 1 licenses for parcels with only one short-term rental unit are not subject to the cap set forth in this paragraph~~ **issued to a parcel with only one (1) active license shall be exempt from the license cap.** Licenses issued for owner-occupied parcels with two (2) or more short-term rental units on a single parcel shall count as one (1) license toward the license cap set forth in this paragraph.

Notwithstanding the foregoing, owners or local agents must obtain a license for each proposed short-term rental unit in accordance with Section 5.12.050 of this Chapter.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this ____ day of _____, 2024.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

PUBLISHED in full in The Herald Democrat a newspaper of general circulation in the City of Leadville, Colorado, on this ____ day of _____, 2024.

PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED, with any amendments, this ____ day of _____, 2024.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

PUBLISHED BY TITLE ONLY in The Herald Democrat a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this ____ day of _____, 2024.

5.12.090 Limitations and requirements.

- A. Local Agent. The local agent for a short-term rental unit shall have access to and authority to assume management of the short-term rental unit and take remedial measures as necessary. The local agent shall be available to respond to tenant or neighbor concerns regarding the property twenty-four (24) hours a day, seven days a week. Local agents must respond to complaints, regardless of the source of the complaint, involving the short-term rental unit within twenty-four (24) hours.
- B. Renter Information Notice. Each short-term rental unit shall have a sign displayed in a conspicuous place within the short-term rental unit that contains the following information:
 - 1. Name and contact information of the local agent;
 - 2. The short-term rental license number;
 - 3. The physical address of the short-term rental unit;
 - 4. The occupancy limit for the short-term rental unit;
 - 5. The available parking for the short-term rental unit;
 - 6. A statement that all vehicles must be parked in the indicated available parking spaces unless such spaces are unavailable;
 - 7. Contact information for police, fire and ambulance service in case of an emergency; and
 - 8. The location of all fire extinguishers, fire escape routes, and contact information for renters to report safety concerns.
- C. Occupancy Limits. The occupancy limit for each short-term rental unit shall be two persons per bedroom available for lease within the short-term rental unit and two additional persons. By way of example and not limitation, a short-term rental that has three bedrooms available for lease has an occupancy limit of six persons plus two additional persons for a total occupancy limit of eight persons.
- D. Parking.
 - 1. Good Neighbor Parking Information. Upon license issuance, the city will provide to the owner "good neighbor" parking information that outlines, among other things, information on parking limitations and best practices for parking recreational vehicles, trailers, and other similar vehicles. The owner shall post this information in the short-term rental unit in a conspicuous place and, if possible, shall provide this information to renters prior to their arrival at the short-term rental unit.
 - 2. Parking Notice in Advertising. The owner shall include in all official listings of a short-term rental unit a reference to the available parking for the short-term rental unit and the location of any designated parking area or spaces.
 - 3. Limitations. Parking is prohibited in any landscaped area, in any manner that blocks ingress or egress for adjacent properties, or in any manner that blocks access to mailboxes of adjacent properties.
- E. Trash Receptacles. Each short-term rental unit shall provide trash receptacles to accommodate all garbage generated by renters. Owners shall be responsible for ensuring that all garbage is placed in covered, secured trash receptacles within twenty-four (24) hours of the end of a rental period and shall ensure that all trash is removed from the short-term rental unit within seven calendar days of the end of any rental period.
- F. Safety Features. All short-term rental units must have an appropriate number of functional smoke detectors, carbon monoxide detectors, and fire extinguishers and must have adequate egress and other required safety features pursuant to applicable fire or building codes, as determined by the city's fire marshal and set forth in the city's short-term rental safety checklist.

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- G. Change in Information. An owner shall notify the city of any change in ownership of the property, a change in the owner's address or contact information, or any change in local agent or local agent name or contact information within five days of such change.
- H. Taxes. Owners shall be responsible for making timely property tax payments for all short-term rental units, as applicable for each property. Owners shall also be responsible for keeping all applicable sales and lodging tax licenses current.
- I. Notices. Any notices or communications required or reasonably implied by this chapter may be sent to the owner and local agent by the city via U.S. mail or via electronic mail.
- J. Safety Checks. An owner or local agent of a short-term rental unit shall allow the city access to a licensed short-term rental unit once per year for the purpose of verifying the information set forth in the safety features affidavit submitted with the owner's license application or renewal application. An owner or local agent shall also allow the city access to a short-term rental unit to investigate a safety complaint about the short-term rental unit. Each safety check shall be subject to a fee set forth in the city's fee schedule. Following a safety check, the city may provide the owner or local agent instructions on how to bring the property into compliance with this code and a deadline for such compliance. If the city determines that the owner or local agent has not complied with the instructions by the compliance deadline, the owner may be subject to the suspension or revocation or denial of a renewal application, as appropriate and in accordance with this code, of the owner's short-term rental license.
- K. Maximum Number of Licenses Per Year. There shall be a maximum number of ~~___ certain licenses available per year (from May 1 through April 30), which shall equal twelve (12) percent of the total number of residential parcels within the city~~ licenses in the City at any given time. ~~The total number of residential parcels shall be as determined by the city using information from the Lake County Assessor.~~ The following types of licenses shall be subject to the cap set forth in this paragraph:
1. All Class 2 licenses, and
 2. Class 1 licenses for parcels with two or more short-term rental units on a single parcel.
- Class 1 licenses ~~for parcels with only one short-term rental unit are not subject to the cap set forth in this paragraph~~ issued to a parcel with only one (1) active license shall be exempt from the license cap. Licenses issued for owner-occupied parcels with two (2) or more short-term rental units on a single parcel shall count as one (1) license toward the license cap set forth in this paragraph. Notwithstanding the foregoing, owners or local agents must obtain a license for each proposed short-term rental unit in accordance with Section 5.12.050 of this chapter.
- L. Maximum Number of Licenses Per Parcel.
1. The city shall issue no more than one license per parcel, subject to the provisions of this chapter.
 2. Parcels may be eligible for more than one license on a case-by-case basis if the additional licenses are approved through the permitting process set forth in Chapter 17.50 of this code prior to issuance of a license in accordance with this chapter. Applicants seeking two or more licenses for a single owner-occupied parcel and applicants seeking three or more licenses for a single parcel that is not owner-occupied must obtain an administrative permit from the city before the city will process any such short-term rental license application.
 3. The operation of two short-term rental units on a single parcel that is not owner-occupied is prohibited. In accordance with the requirements of this chapter, the city permits the operation and licensure of one short-term rental unit on a parcel that is not owner-occupied or may permit, following the issuance of an administrative permit as set forth in this section, the operation and licensure of three or more short-term rental units on a single parcel that is not owner-occupied. The operation of two or more short-term rental units on a single parcel that is owner-occupied is permitted.

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- M. Large Gatherings. Short-term rental units shall not be used to host large gatherings, which shall mean a gathering of people that exceeds the maximum occupancy limits set forth in this chapter.
 - N. Nuisances. All owners, local agents, and renters are prohibited from creating, operating, maintaining or conducting any nuisance as defined in Title 8 or in other sections of this code.
 - O. Eligibility. Only dwelling units and accessory dwelling units, or guest units within a dwelling unit or accessory dwelling unit, may be eligible for a short-term rental license. No vehicle shall be eligible for a short-term rental license.
 - P. Signs. Signs installed on a property related to the operation or management of a short-term rental unit must comply with the requirements of the Leadville Sign Code set forth in Chapter 17.80 of this code.
 - Q. License Non-Transferable. No license granted pursuant to this chapter shall be transferable from one person to another or from one location to another. An owner that is a business entity with a short-term rental license whose membership or ownership changes must notify the city of such change and apply for a new license within thirty (30) days of such change.
 - R. Limited Application of Certain Regulations to Condominium Units. Notwithstanding any provision to the contrary set forth in this chapter, the following regulations apply to condominium units:
 - 1. Each condominium unit is eligible for one short-term rental license.
 - 2. Subsection 5.12.090(L) of this chapter does not apply to parcels containing condominium unit developments, and applicants seeking a short-term rental license for a condominium unit shall not be required to obtain a conditional use permit if other condominium units on the same parcel have obtained short-term rental licenses.
 - 3. All condominium units licensed as short-term rental units that are not owner-occupied are subject to the maximum number of licenses available per year set forth in subsection 5.12.090(K).
 - 4. Condominium units are subject to all other provisions of this code, as applicable.

(Ord. No. 2019-1, § 1, 4-2-19; Ord. No. 2020-6, § 2, 2-2-21; Ord. No. 2023-2, § 2, 7-5-23)

MARCH 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	1	2
		4pm - HPC - Regular Mtg	6:45pm - 2024 Ski Joring 6pm - P&Z Meeting @		4am - Ski Joring Set up 6pm - Nordic Knockout	6:15pm - Mineral Belt
3	4	5	6	7	8	9
8am - 2024 Ski Joring		11am - BOCC @ 505 6pm - Regular CC Mtg		6pm - LURA Board		
10	11	12	13	14	15	16
		4pm - HPC Meeting @ 6pm - City Council Work	5pm - Sanitation @ 6pm - P&Z Meeting @	5:15pm - Parkville Water		
17	18	19	20	21	22	23
12pm - St Patrick's Day		8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	1pm - Leadville Municipal		9am - Fire Management	
24	25	26	27	28	29	30
		4pm - HPC - Regular Mtg 6pm - City Council Work	6pm - P&Z Meeting @			
31	1	2	3	4	5	6
	City Hall Closed - Cesar	11am - BOCC @ 505 6pm - Regular CC Mtg		6pm - LURA Board		

APRIL 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1 City Hall Closed - Cesar	2 11am - BOCC @ 505 6pm - Regular CC Mtg	3	4 6pm - LURA Board	5	6
7	8	9 4pm - HPC Meeting @	10 5pm - Sanitation @ 6pm - P&Z Meeting @	11 5:15pm - Parkville Water	12	13
14	15	16 8:30am - Tourism Panel 11am - BOCC @ 500 6pm - Regular CC Mtg @	17 1pm - Leadville Municipal	18	19 9am - Fire Management	20
21	22	23 4pm - HPC - Regular Mtg	24 6pm - P&Z Meeting @	25	26	27
28	29	30	1	2 6pm - LURA Board	3	4

MAY 2024

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