



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

Tuesday
November 21, 2023

6:00 P.M.

Council Chambers & Zoom

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

Meeting ID: 835 2694 4548

Passcode: 80461

Dial by your location

+1 719 359 4580 US

6:00 pm	1.	Call to order of regular meeting of the City Council	
	2.	Roll Call	
	3.	Optional Pledge of Allegiance or Moment of Silence	
	4.	Approval of Agenda	
	5.	Housekeeping Matters	
	6.	Public Comments About Items Not on the Agenda	
		Citizens wishing to speak to council on issues <u>not</u> on the agenda are requested to raise their hand in the participant's section of Zoom or in person. The Mayor will call on the public in order. Comments are limited to three (3) minutes (not including council questions). Action, if required, will be assigned to City staff. For matters <u>on the agenda</u> (which are not a public hearing) at the discretion of the Mayor, public input can be heard prior to a vote being taken on the matter.	
6:15 pm	7.	Department Reports: (Included in Packet - No Verbal Presentations) A. Police Department B. Fire Department C. Streets Department D. Animal Shelter E. Deputy City Clerk - Licenses Report F. Building Department G. Planning Department H. Financials I. Sales Tax Comparisons J. Bills	
	8.	Action Items: A. Resolution No. 25, Series of 2023: A Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day	
	6:25 pm	9.	Presentations and Discussions: A. City Administrator's Report B. Leadville Lake County Emergency Operations Plan Presentation C. Stage and Rail Trail Financial Request D. Further Police Department Discussion

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



8:00 pm	10.	Public Comments
	11.	Mayor's Report
	12.	Council Reports
	13.	Public Meetings Planner
8:15 pm	14.	Adjournment

Leadville Police Department

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



Kenneth Chavez, Interim Chief of
Police
Greg Labbe, Mayor

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

FROM: The Leadville Police Department

SUBJECT: Leadville Police Department: October, 2023

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

- **Highlights:**
 - October 12th- CSO's Lopez and Barraza, Officers Porzelt and Hanson, and Chief Chavez attended High School career fair.
 - October 20th- Last day of our Interim Chief Kenneth Chavez
 - October 29th- Sergeant Ortega, Officer Hanson and CSO Lopez attended the trick or treat street event.

MONEY RECEIVED FOR THE MONTH:

\$ 500.00	(17) Parking Tickets
\$82.00	(2) VIN Inspections / 5 th Judicial District Checks / (1) Records Requests / () Fingerprints/ (3) Sex Offender Registrations / () Vehicle Tow Fee
<u>\$175.00</u>	<u>(4) Police Surcharge – (2) VIN Convenience Fee</u>
\$757.00	Total

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month: 3
- Incident Reports: 18
- Citations/Tickets/Summons: 2
 - Municipal Court: 1
 - County Court: 1
- Number of Juveniles put into Diversion: 0
- Number of Persons Taken In-Custody: 4
 - **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

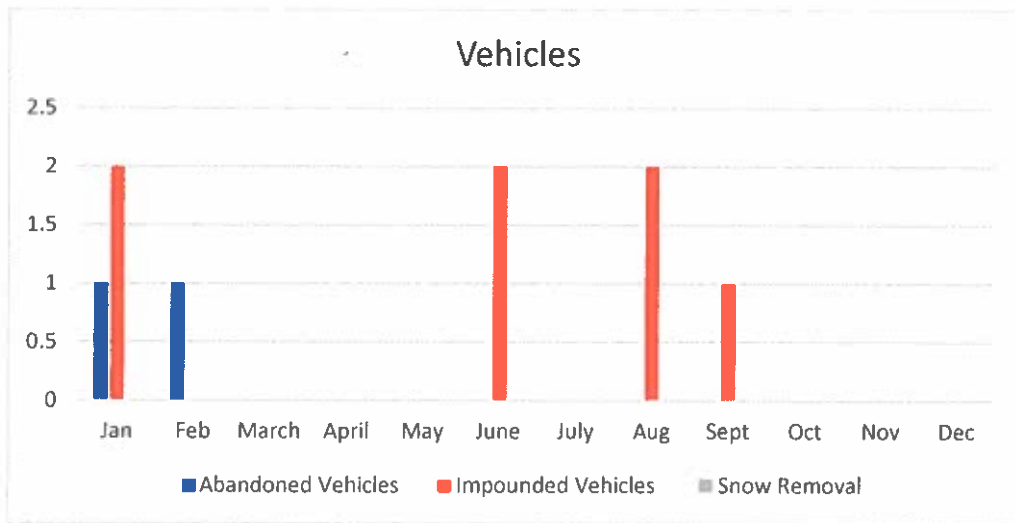
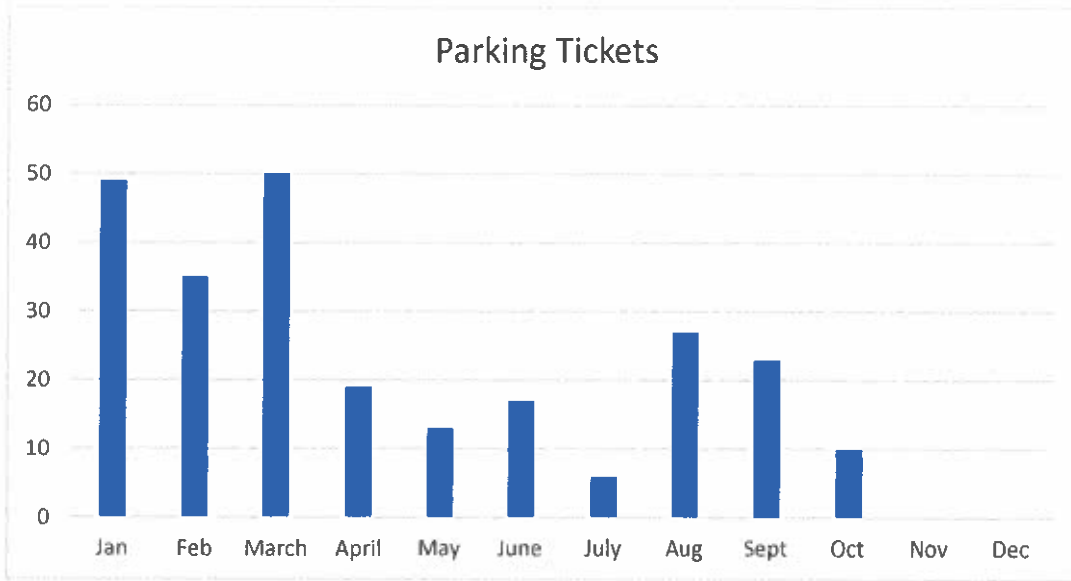
Community Service Officer Natalie Lopez

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

October Monthly CSO Reports



	Time Spent on Calls											
(Minutes)	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
15	4	5	6	8	10	12	7	15	20	8		
30	2	4	6	7	1	3	5	7	5	2		
45	2	1	8	1	2	5	3	4	1	3		
60	1	2	3	1	1	2	1	1				
90			1			1						

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



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 October, 2023

CALLS FOR SERVICE

- Please see attached statistics for the month of October

DEPARTMENT

- Station II (Multi-Use Facility); Grand Opening was on the 14th. It was a great event for our community
- Headwaters Training Facility, (HTC); Working towards a climate-controlled building with Colorado Mountain College (CMC). Update with the IGA will start in November
- Apparatus; Type I Spartan; **Delivered on 08/10/2023**. Total cost of the apparatus was \$457,397.35 (City and County Taxes; \$320,219.20), City Taxes \$137,219.20). Savings of \$31,602, from the original price of \$489,000.00. \$31,602 in equipment will be purchased
- Wildland fire deployments will no longer happen this season unless it is needed

GRANTS

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

RESIDENT/RESERVE STAFFING

- We currently have 6 Residents. Total of 3 living at Station II

PREVENTION/MARSHAL

Site Inspections:

New Barber Shop site
New Public Health Building
Altitudes Gym Building Fire Alarm Final

Advocates building annual inspection
CMC Residential Hall final walkthrough

Meetings: Housing Coalition

Leadville AAR

Leadville Historic Preservation meeting

Lake County Emergency Services Council

Angel View II project

Events: Career Fair

Housing Fair

LLCFR Station II

Training: Attended week long Leadership Conference in Keystone/ Arson
Conference Vail

Inspections/ Plans reviews:

Plan reviews: 40

Special Events: 4

OPERATIONS CHIEF/TRAINING/CMC

- Attended 5 days of Fire Leadership Classes.
- Completed Captain promotion process and promoted Bo Knickman as LLCFR's next Captain.
- Attended 5 days of Wildland mitigation workshop.
- Provided a chainsaw class which resulted in: 7 members receiving wildland chainsaw certification, and 10 acres of mitigated land west of Leadville.

DD - Monthly Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
113 - Cooking fire, confined to container	3	5.00%				
161 - Outside storage fire	1	1.67%	100.00	100.00	200.00	100.00%
	Total: 4	Total: 6.67%	Total: 100.00	Total: 100.00	Total: 200.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	1	1.67%				
311 - Medical assist, assist EMS crew	7	11.67%				
320 - Emergency medical service, other	6	10.00%				
321 - EMS call, excluding vehicle accident with injury	12	20.00%				
322 - Motor vehicle accident with injuries	4	6.67%				
324 - Motor vehicle accident with no injuries.	6	10.00%				
352 - Extrication of victim(s) from vehicle	1	1.67%				
381 - Rescue or EMS standby	1	1.67%				
	Total: 38	Total: 63.33%	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)	3	5.00%				
424 - Carbon monoxide incident	1	1.67%				
445 - Arcing, shorted electrical equipment	1	1.67%				
	Total: 5	Total: 8.33%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	1	1.67%				
511 - Lock-out	2	3.33%				
551 - Assist police or other governmental agency	2	3.33%				
554 - Assist invalid	1	1.67%				
	Total: 6	Total: 10.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	2	3.33%				
622 - No incident found on arrival at dispatch address	1	1.67%				
652 - Steam, vapor, fog or dust thought to be smoke	1	1.67%				
	Total: 4	Total: 6.67%	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	1	1.67%				
736 - CO detector activation due to malfunction	1	1.67%				
743 - Smoke detector activation, no fire - unintentional	1	1.67%				
	Total: 3	Total: 5.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 60	Total: 100.00%	Total: 100.00	Total: 100.00	Total: 200.00	Total: 100.00%

DD - NFIRS Run Data Report - Alarm to Arrival

Response Times	Number of Incidents	Percent of Total
1 - 2.0 Minutes	2	3.28%
2 - 3.0 Minutes	8	13.11%
3 - 4.0 Minutes	1	1.64%
4 - 5.0 Minutes	6	9.84%
5 - 6.0 Minutes	4	6.56%
6 - 7.0 Minutes	2	3.28%
7 - 8.0 Minutes	3	4.92%
8 - 9.0 Minutes	1	1.64%
9 - 10.0 Minutes	1	1.64%
10 - 11.0 Minutes	2	3.28%
11 - 12.0 Minutes	2	3.28%
12 - 13.0 Minutes	3	4.92%
13 - 14.0 Minutes	2	3.28%
14 - 15.0 Minutes	3	4.92%
15 - 16.0 Minutes	2	3.28%
16 - 17.0 Minutes	2	3.28%
17 - 18.0 Minutes	3	4.92%
19 - 20.0 Minutes	1	1.64%
20 - 21.0 Minutes	1	1.64%
22 - 23.0 Minutes	1	1.64%
23 - 24.0 Minutes	3	4.92%
26 - 27.0 Minutes	1	1.64%
27 - 28.0 Minutes	1	1.64%
31 - 32.0 Minutes	1	1.64%
32 - 33.0 Minutes	1	1.64%
33 - 34.0 Minutes	1	1.64%
34 - 35.0 Minutes	1	1.64%
46 - 47.0 Minutes	1	1.64%
58 - 59.0 Minutes	1	1.64%
	Total: 61	Total: 100.00%

Description

This Report Doesn't Include Times Greater Than 90 Minutes



Leadville Lake County Animal Shelter October 2023 Department Report

Quick Stats

City

0 Adoption Returns

0 Transfers In

Out of County transfers: 4D, 6P

2 City Surrenders

4 Impounds

3 RTOs

0 Unclaimed Stray

1 Holds

1 Repeat Offender

3 Rabies Vaccine Needed

3 License Needed

3 License Needed

County

1 Adoption Returns

0 Transfers In

11 County Surrenders

12 County Impounds

10 RTOs

0 Unclaimed Strays

11 Holds

0 Repeat Offender

5 Rabies Vaccine Needed

5 License Needed

0 Euthanasias

15 Adoptions

To Date (11/15) **275** animals have come through our doors

Current Events and News

- Holiday Fundraisers
 - Ornaments
 - Pet Portraits
- Multiple Cruelty Cases and Court Holds

DEPUTY CITY CLERK

October 2023 – LICENCES REPORT

BUSINESS

- Business license renewal letters sent out

LIQUOR

- Golden Burro is transferring their liquor license to the new owner under the name The Golden Burro Restaurant, Inc.
- Pastime Saloon is renewing their liquor license
- 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

- State of Colorado approved JEM Dutch Acres dba Earl's retail dispensary license

SHORT TERM RENTAL

- Accommodations tax was reviewed by Elsa Tharp. She noticed discrepancies regarding the way in which the MuniRevs platform is reporting paid taxes. Has offered to work with the City and MuniRevs to help remedy this issue.
- 2 additional people have been added to the waitlist

Permit on Internet list	Permit # Retired	Permit Incomplete	Fees/Valuation increased or Decreased
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City Building Permits

2023

CO / COC	Expiration Date	Account Number	Type of Construction	Submitted Date	Permit Number	Permit Holder Applicant/Owner	Physical Address	Value	County Fee	Payment Type	Receipt Number	CCC Inv #
		R005618	Drywall	1/30/2023	BP2023-01W	All about remodeling/Shipman	715 Elm St.	\$3,000.00	\$186.00	cc	13110972	
						January Totals		\$3,000.00	\$186.00			
		R006674		3/20/2023	BP2023-02W	CO Container Homes	930 Hemlock St	\$193,200.00	\$1,679.00		32913139	
		R006939		3/8/2023	BP2023-03W	Costello West LLC	109 Brooklyn Circle	\$211,190.00	\$2,979.00		31612883	
		R006940		3/8/2023	BP2023-04W	Costello West LLC	113 Brooklyn Circle	\$224,460.00	\$3,132.00		31612883	
		R005940		3/30/2023	BP2023-05W	Mtz Altitude Const/Sustos	301 E. 8th	\$9,670.00	\$253.00		40613327	
						March Totals		\$638,520.00	\$8,043.00			
		R006400		4/4/2023	BP2023-06W	Blackwell/Blackwell	428 E 7th St	\$338,490.00	\$4,449.00		40613327	
						April Totals		\$338,490.00	\$4,449.00			
		R006941	Duplex	5/24/2023	BP2023-08W	Costello West LLC	117 Brooklyn Circle	\$223,680.00	\$1,893.00	3047	52414907	
		R006942	Duplex	5/24/2023	BP2023-09W	Costello West LLC	121 Brooklyn Circle	\$223,680.00	\$1,893.00	106	52414907	
		R006943	Duplex	5/24/2023	BP2023-10W	Costello West LLC	125 Brooklyn Circle	\$220,540.00	\$1,871.00	105	52414907	
		R007110	Basement conversion to ADU	5/9/2023	BP2023-11W	Torre Form/Noe Torre	701 Clarendon	\$225,100.00	\$3,139.00	1098	51614764	
						May Totals		\$893,000.00	\$8,796.00			
		R006252	Foundation Repair	6/12/2023	BP2023-12W	Aspen Foundations/Nab	200 West 6th St	\$90,000.00	\$1,546.00		61215496	
		R005840	Remodel/Repair	6/12/2023	BP2023-13W	KW/Askins	228 E 7th St	\$32,400.00	\$666.00		61215502	
		R005605	Mod Set w/ 2 floors unfinished space	6/16/2023	BP2023-07W	Torre Form/Gonzales	724 Elm	\$469,010.00	\$3,610.00	1093	62215801	
						June Totals		\$591,410.00	\$5,822.00			
						July Totals		\$0.00	\$0.00			
			SFD/Garage	8/10/2023	BP2023-14W	Northcraft Neighborhoods	611 E 12th St	\$403,970.00	\$3,155.00			
						August Totals		\$403,970.00	\$3,155.00			
			SFD - Mod-Set	9/5/2023	BP2023-15W	Northcraft	600 E 12th St	\$320,449.00	\$2,894.00			
			SFD- Carriage House	9/5/2023	BP2023-16W	Northcraft	600 E 12th St	\$98,070.00	\$1,010.00			
		R008207	Roof over Deck	9/11/2023	BP2023-17W	Raoula/Self	621 E 9th St	\$1,400.00	\$84.00		100517488	
		R005523	Mod -Set	9/12/2023	BP2023-19W	Sandoval/Cowiestoll	619 E 10th St	\$78,460.00	\$1,375.00			
		R008247	SFD - Mod-Set	9/12/2023	BP2023-20W	Clear Thought/Bustamante	320 E 5th St	\$82,380.00	\$1,433.00			
		R006913	SFD - Mod-Set	9/12/2023	BP2023-21W	Clear Thought/Bennett	126 Brooklyn Circle	\$392,740.00	\$5,076.00			
						September Totals		\$973,499.00	\$11,872.00			
			Single Family Dwelling	10/10/2023	BP2023-22W	Northcraft	603 E 12th St	\$464,750.00	\$3,580.00		101217598	
		R006005	Interior Walls	10/12/2023	BP2023-23W	Randy Walker/Self	211 W 7th St	\$2,000.00	\$114.00		101917715	
		R006250	Restoration - Water Damage	10/12/2023	BP2023-18W	Paul Davis/	312 E 7th St	\$37,400.00	\$756.00		102317755	
						October Totals		\$504,150.00	\$4,450.00			

City Permit Fee Totals 2023

2023	Building Permit Fee	Plumbing Permits	Mechanical Permits	Roofing Permits	Solar Permits	Plan Review Only	Total
January	\$186.00	\$0.00	\$916.00	\$0.00	\$150.00		\$1,252.00
February	\$0.00	\$127.00	\$260.00	\$0.00	\$300.00	\$1,091.00	\$1,778.00
March	\$8,043.00	\$342.00	\$114.00	\$0.00	\$0.00	\$0.00	\$8,499.00
April	\$4,449.00	\$50.00	\$390.00	\$194.00	\$150.00	\$2,347.00	\$7,580.00
May	\$8,796.00	\$150.00	\$196.00	\$804.00	\$0.00	\$0.00	\$9,946.00
June	\$5,822.00	\$298.00	\$556.00	\$1,979.00	\$0.00	\$0.00	\$8,655.00
July	\$0.00	\$231.00	\$146.00	\$741.00	\$0.00	\$0.00	\$1,118.00
August	\$3,155.00	\$366.00	\$408.00	\$1,194.00	\$0.00	\$2,676.00	\$7,799.00
September	\$11,872.00	\$804.00	\$626.00	\$1,468.00	\$0.00	\$0.00	\$14,770.00
October	\$4,450.00	\$166.00	\$740.00	\$1,126.00	\$0.00	\$0.00	\$6,482.00
November							\$0.00
December							\$0.00
Totals	\$46,773.00	\$2,534.00	\$4,352.00	\$7,506.00	\$600.00	\$6,114.00	\$67,879.00

County's 25%	CCC's 75%	CCC Misc.	City Misc.
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$50.00	\$1,041.00
		\$0.00	\$0.00
		\$0.00	\$0.00
\$0.00	\$0.00	\$50.00	\$1,041.00

Building Valuation
\$3,000.00
\$0.00
\$638,520.00
\$338,490.00
\$893,000.00
\$591,410.00
\$0.00
\$403,970.00
\$973,499.00
\$504,150.00
\$4,346,039.00

Total of all permits \$67,879.00

Total of Ancillary Permits \$14,992.00



MEMO

TO: Mayor Labbe and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: November 21, 2023

SUBJECT: Planning Dept. Monthly Report

Mayor Labbe and City Council,

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

Pre-application

- **New:** 821 Harrison Ave. (High and Tight Barbershop) Change of Use
- **New:** Railyard Phase 1, Block 1, Lot 1 hotel
- **New:** 115 E. 4th St. Lot Consolidation

Active applications

- **New:** 601 Chestnut St. Change of Use scheduled for 12/13 Planning and Zoning Commission and 12/19 City Council public hearings.
- **New:** 821 Harrison Ave. Rezoning, scheduled for 12/13 Planning and Zoning Commission and 12/19 City Council public hearings.

Pending applications

- Circle K Conditional Use Permit (CUP) application for EV Charging Stations; 108 Harrison Ave. (currently unlisted land use): The public hearing date for this CUP has not been determined. Staff is awaiting revisions from the design team, completion of the applicant's public notice responsibilities, and comments from CDOT to be addressed. **No update.**
- Railyard Phase 1 townhouses: A Building Permit application for a four-unit townhouse has been received by staff but is on hold until the applicant provides required documentation. **No update.**

Processed applications

- **New:** 132 E. 11th St. Certificate of Appropriateness (COA) for Insubstantial Modification, window and siding replacement
- **New:** 140 W. 7th St. Certificate of Appropriateness (COA) for Insubstantial Modification, re-roof

Construction:

- Railyard Phase 1 (**updated**)
 - Subdivision Improvement Agreement (SIA)
 - Remaining Phase 1A, 1B, 1C (Paving, sidewalks, parks, street landscaping, signs)
 - Background: Original SIA deadline expired in 2021, SIA Amendment approved by City Council in July 2023
 - Phase 1A & 1B deadline: 10/31/23
 - Status: Phase 1A complete. Phase 1B: 2 ADA sidewalk ramps missing, 1 section of sidewalk removed, parks landscaping lacks adequate irrigation, topsoil, vegetation.
 - Phase 1C deadline: 9/30/24
 - Storm-sewer issues:
 - Background
 - City Council update on 8/15
 - Letters to Lake County government on 8/16
 - Notice of Breach to developer: 8/16
 - Deadline to commence corrections: 8/31
 - Deadline for completion of corrections: 9/16, not met
 - Stop Work Order issued to developer: 9/21, violated
 - Additional Notice of Breach to developer from City Attorney: 10/9
 - Deadline to cure per Notice of Breach: 11/8
 - Additional \$100,000 Escrow Agreement with Developer: 10/24
 - Current deadline for completion of corrections per Escrow Agreement: 12/9
 - Status: 95% complete, documentation and approval remaining.
 - Sanitation District - The Leadville Sanitation District's attorney issued a letter of approval for the Phase 1 sanitary sewer system on 11/3, allowing Building Permits and Certificates of Occupancy to be issued.
- Railyard Phase 2
 - **Mountain View Dr. SIA:**
 - Deadline for completion: 8/10/2023
 - Status: sidewalks, landscaping not installed
 - Notice of Breach and Request for Extension from City Attorney to developer: 11/6
 - Not considering further escrow disbursement requests.
 - Need engineer's cost estimate from developer for remaining work.
 - TBD Resolution and Draft SIA Amendment: 12/19 at City Council.
 - Only the Phase 1 Planned Unit Development (PUD) has been approved by Council, but the subdivision (plat) of the individual lots and tracts for developments has also not been approved by the city, nor has an SIA been executed or escrow funds received. The developer is proposing to reduce the street right-of-way widths by 10 ft. in order to accommodate a 10 ft. utility easement required by Xcel. Staff has referred the proposed plans to the various referral agencies for preliminary comments. HCD is proposing to only use natural gas, solar energy, and battery backup for Phase 2, without grid electric supply. HCD began installing storm sewer lines and a main gas line on the Phase 2 property mid-July. On 7/19, Xcel Energy required HCD to cease install until Phase 2 has been fully approved by the city. On 7/21, the Planning Director notified and instructed HCD to cease construction of all Phase 2 subdivision infrastructure prior to approval and recording of the required documents, including the PUD and plat. Pel-Ona Architects and Urbanists have submitted the Phase 2 PUD, with Conditions of Approval met from the City Council's 2021 approval. Staff will be conducting final review and recording the PUD. **No update.**

- Railyard Phase 3:
 - Railyard Phase 3 PUD: Pre-application meeting held with Fading West representatives on 1/5/23 to discuss Phase 3 street connections. Expecting PUD application. **No update.**
- Illegal construction complaints received:
 - 140 W. 7th St. re-roof and porch
 - 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

Code amendments

- Title 17 – Zoning: Housing Variety Code Amendments: Joint Work Session with P&Z and City Council on Tuesday 8/29. Staff is working on obtaining a consultant to assist with adopting a Community Housing chapter, potentially with design guidelines specifically for community housing within the chapter. Staff and the P&Z are conducting Work Sessions to address comments received at the Joint Work Session. **No update.**

Other

- Lake County Gateway development: Lake County has provided a referral to the city for a 400 unit, 75% deed restricted development within Lake County, on an approximately 44-acre property north of the intersection of US Hwy. 24 and CO 91. A joint public hearing on the Sketch Plan was held at Lake County Planning and Zoning Commission and BOCC on 10/3. The City's Planning and Zoning Commission provided a comment letter that was included within the staff report. **No update.**
- Leadville 7 – The developer presented to City Council regarding annexation on 8/29. A Special Work Session was held with City Council on 10/10. **Update:** Since the 10/10 Work Session, the Planning Director has met with the Leadville 7 developer multiple times regarding the community housing terms and conditions. The developer intends to apply for a Low Income Housing Tax Credit (LIHTC) in order to provide the community housing. With the support of the Leadville Lake County Regional Housing Authority's Development Subcommittee, the Planning Director has provided recommended terms and conditions to the developer detailing how the market rate lots would be allowed to be developed in relation to the provision of the community housing, with secondary requirements should the developer default on the community housing obligation. The next meeting with the developer to review terms and conditions is scheduled for 11/20.
- Metcalf Archeology NHL District cultural resource surveys: **Update** - A public meeting to kick-off the survey project was held on 10/24 with 5-10 attendees.
- **New:** The Planning Director participated in the Lake County Housing Coalition's Fair Housing Fair on 10/13.



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

Monthly Report for October 2023

Department Updates

- New Finance Director start date October 9, 2023
 - Kristol Hewlett
- Continued training with Dawna Schneider
 - 28.5 Training hours in October
 - Caselle ERP system
 - Payroll
 - Accounts Payable
 - General Ledger
 - Cash Receipts
 - MuniRevs Short-term rental software
 - Downloads and breakdowns for payment to Lake County for housing
 - Update deposits in Caselle
 - Online Banking
 - Direct Deposit
 - Positive Pay

Financial Highlights

- General Fund Revenue - \$465,409
- General Fund Expenditures - \$393,299.34
 - Expenditures do not include credit cards for October
 - October invoices continue to trickle in
- Sales Tax Revenue - \$384,037.08
 - Sales tax posted in October is sales tax collected by the State of Colorado for the month of August. County received revenue in September and disperses after the Treasurer closes the period after the last day of the month received
 - Sales tax is net of tax received from the State and Lake County Revenue Sharing
 - This creates a slight variance between what is reported on the City Schedule of Sales Tax and what is received from the County Finance Department

- Accommodations Q3 Tax Revenue - \$138,636.47
 - Payments received through November 1, 2023
 - Payments continue to trickle in
 - Cut off date to compile all payments will be November 30, 2023
 - Estimated payment to Lake County - \$53,180.97
 - Payment to be processed on or around December 1, 2023

Upcoming Items

- Offsite training December 4th-7th at Caselle in Provo, Utah
- Supplemental Budget work with the Mayor
- Continued training on systems and processes
 - Utilize the system to its full capacity
 - Look for efficiencies within processes

CITY OF LEADVILLE
 COMBINED CASH INVESTMENT
 OCTOBER 31, 2023

COMBINED CASH ACCOUNTS

99-1002	GENERAL FUND CHECKING	2,368,967.15
	TOTAL COMBINED CASH	2,368,967.15
99-1000	CASH ALLOCATED TO OTHER FUNDS	(2,368,967.15)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	2,953,860.82
5	ALLOCATION TO CONSERVATION TRUST FUND	(70,210.01)
6	ALLOCATION TO URA FUND	(313,095.34)
7	ALLOCATION TO ACCOMMODATINS TAX FUND	(46,157.65)
8	ALLOCATION TO HIGH COUNTRY DEVELOPERS	183,107.43
10	ALLOCATION TO FIRE DEPARTMENT FUND	(308,567.36)
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,398,937.89
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(2,368,967.15)
	ZERO PROOF IF ALLOCATIONS BALANCE	29,970.74

CITY OF LEADVILLE
 BALANCE SHEET
 OCTOBER 31, 2023

GENERAL FUND

ASSETS

01-1000	CASH ALLOCATED TO OTHER FUNDS	2,953,860.82	
01-1006	COMMUNITY GENERAL INVESTMENT	899,101.38	
01-1030	GENERAL FUND CD	68,714.45	
01-1060	CASH - BAIL BONDS	2,903.81	
01-1065	PETTY CASH - POLICE DEPT	(70.00)	
01-1070	PETTY CASH - ADMINISTRATIVE	250.00	
01-1080	PETTY CASH - ANIMAL SHELTER	100.00	
01-1082	PETTY CASH - MUNICIPAL COURT	100.00	
01-1090	POLICE/COURT SURCHARGE	5,462.71	
01-1094	SPRUCE ST DAMAGE DEPOSIT	(300.00)	
01-1501	PROPERTY TAXES RECEIVABLE	776,103.00	
01-1502	ACCOUNTS RECEIVABLE	(44.56)	
01-1520	DUE TO/FROM COUNTY	(782.35)	
01-1535	DUE TO/FROM URA	35,677.04	
	TOTAL ASSETS		<u>4,741,076.30</u>

LIABILITIES AND EQUITY

LIABILITIES

01-2000	ACCOUNTS PAYABLE	195,320.10	
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	418.56	
01-2215	HEALTH INSURANCE PAYABLE	3,334.62	
01-2220	DEFERRED PLAN PAYABLE	657.68	
01-2221	CO F & P PENSION PAYABLE	67.65	
01-2230	ACCRUED PAYROLL	105,647.22	
01-2240	FWT PAYABLE	(.03)	
01-2250	SWT PAYABLE	2,784.61	
01-2265	MISCELLANEOUS PAYROLL PAYABLE	2,165.03	
01-2280	BAIL BONDS FUND	3,263.03	
01-2281	EXCAVATION BONDS FUND	4,000.00	
01-2283	PLANNING CASH DEPOSIT PAYABLE	8,125.00	
	TOTAL LIABILITIES		1,574,109.19

FUND EQUITY

CITY OF LEADVILLE
BALANCE SHEET
OCTOBER 31, 2023

GENERAL FUND

FUND BALANCE:			
01-2900	GENERAL FUND BALANCE	3,666,832.30	
01-2910	LEADVILLE PAVING FUND	185,682.15	
01-2915	ANIMAL SHELTER IMPROVEMENTS	30,006.50	
	REVENUE OVER EXPENDITURES - YTD	(715,553.84)	
		<u>3,166,967.11</u>	
	BALANCE - CURRENT DATE		<u>3,166,967.11</u>
	TOTAL FUND EQUITY		<u>3,166,967.11</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>4,741,076.30</u></u>

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL FUND REVENUES</u>					
01-300-3100	PROPERTY TAX	8,775.60	778,883.96	802,267.00	23,383.04 97.1
01-300-3120	SPECIFIC OWNERSHIP TAX	3,022.89	26,046.84	60,000.00	33,953.16 43.4
01-300-3130	SALES TAX	384,037.08	2,306,763.87	3,400,000.00	1,093,236.13 67.9
01-300-3135	MARIJUANA EXCISE TAX (CITY)	33,186.07	53,366.30	50,000.00	(3,366.30) 106.7
01-300-3140	CIGARETTE TAX	.00	4,250.09	4,500.00	249.91 94.5
01-300-3150	SEVERANCE TAX	.00	.00	80,000.00	80,000.00 .0
01-300-3160	FRANCHISE TAX	7,421.17	108,522.58	120,000.00	11,477.42 90.4
01-300-3170	PENALTIES & INT DELIQUENT TAX	465.01	2,000.60	1,500.00	(500.60) 133.4
01-300-3210	BUSINESS LICENSES	100.00	11,770.00	15,000.00	3,230.00 78.5
01-300-3220	LIQUOR LICENSE	.00	2,517.50	6,000.00	3,482.50 42.0
01-300-3225	MARIJUANA APPLICATION FEE	.00	19,500.00	21,000.00	1,500.00 92.9
01-300-3226	RETAIL MARIJUANA TAX/STATE	.00	34,630.47	60,000.00	25,369.53 57.7
01-300-3240	EXCAVATION & ZONING PERMITS	1,700.00	17,100.00	20,000.00	2,900.00 85.5
01-300-3256	STR FEE CLASS 2	.00	60,775.00	55,575.00	(5,200.00) 109.4
01-300-3258	STR CONVENIENCE FEE	.00	620.53	500.00	(120.53) 124.1
01-300-3260	CONDITIONAL USE PERMITS	500.00	1,650.00	1,500.00	(150.00) 110.0
01-300-3270	SIGN PERMIT	.00	100.00	300.00	200.00 33.3
01-300-3280	OTHER ZONING APPLICATION FEES	575.00	2,975.00	2,000.00	(975.00) 148.8
01-300-3320	ANIMAL SHELTER FEES	2,115.00	14,886.00	25,000.00	10,114.00 59.5
01-300-3321	ANIMAL SHELTER (COUNTY)	9,052.17	51,734.96	130,378.00	78,643.04 39.7
01-300-3330	MOTOR VEHICLE 1.5	1,165.26	8,732.45	13,000.00	4,267.55 67.2
01-300-3340	STATE HIGHWAY MAINTENANCE	.00	5,250.00	18,000.00	12,750.00 29.2
01-300-3350	HIGHWAY USERS TAX	.00	78,561.81	118,534.00	39,972.19 66.3
01-300-3400	POLICE SURCHARGE	175.00	1,420.00	3,000.00	1,580.00 47.3
01-300-3410	COURT FINES	260.00	1,545.00	1,000.00	(545.00) 154.5
01-300-3420	PARKING FINES	500.00	5,150.00	6,000.00	850.00 85.8
01-300-3430	TRAFFIC FINES	.00	490.00	6,000.00	5,510.00 8.2
01-300-3440	OTHER FINES	.00	1,150.00	1,000.00	(150.00) 115.0
01-300-3460	BOND FEES	.00	.00	100.00	100.00 .0
01-300-3470	WARRANT FEES	.00	.00	500.00	500.00 .0
01-300-3501	EARNINGS ON DEPOSIT-GF OPERATI	103.56	1,222.64	670.00	(552.64) 182.5
01-300-3505	EARNING ON DEPOSIT-PD SURCHARG	1.16	11.37	10.00	(1.37) 113.7
01-300-3506	EARNINGS ON DEPOSIT-GEN INVEST	190.86	1,869.96	2,000.00	130.04 93.5
01-300-3508	EARNING ON DEPOSIT-BAIL BONDS	.61	6.03	10.00	3.97 60.3
01-300-3510	MISCELLANEOUS	82.00	4,127.87	5,000.00	872.13 82.6
01-300-3517	ANIMAL SHELTER REIMBURSEMENTS	.00	703.00	.00	(703.00) .0
01-300-3518	CHARGE POINT/EV CHARGING	.00	5,287.73	24,000.00	18,712.27 22.0
01-300-3519	SPRUCE ST HOUSE REIMBURSEMENTS	925.00	8,325.00	30,000.00	21,675.00 27.8
01-300-3520	REIMBURSEMENTS	735.22	1,870.62	5,000.00	3,129.38 37.4
01-300-3523	CONTRACT SERVICE REIMBURSEMENT	.00	.00	3,000.00	3,000.00 .0
01-300-3524	CONSULTANT FEE REIMBURSEMENTS	.00	.00	5,000.00	5,000.00 .0
01-300-3552	TABOR HOME REVENUE	.00	.00	3,000.00	3,000.00 .0
01-300-3553	HOUSE WITH THE EYE REVENUE	.00	.00	2,000.00	2,000.00 .0
01-300-3605	CITY ADMINISTRATOR GRANT	.00	40,511.77	62,400.00	21,888.23 64.9
01-300-3610	STATE GRANTS	.00	75.00	.00	(75.00) .0
01-300-3615	ANIMAL SHELTER GRANTS	.00	3,700.00	.00	(3,700.00) .0
01-300-3620	OTHER GRANTS	.00	.00	2,500.00	2,500.00 .0
01-300-3627	DOLA MAIN STREET GRANT REVENUE	2,500.00	2,500.00	.00	(2,500.00) .0
01-300-3635	TABOR OPERA RENOVATION GRANTS	.00	320,782.90	546,869.00	226,086.10 58.7
01-300-3710	US DEPT OF JUSTICE GRANT (P/D)	.00	84,178.86	85,915.00	1,736.14 98.0
01-300-3797	HISTORIC PRESERVATION GRANTS	5,000.00	9,500.00	.00	(9,500.00) .0
01-300-3900	ADMINISTRATIVE FEE - FIRE	2,333.37	23,333.70	28,000.00	4,666.30 83.3

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-300-5531 DONATION ANIMAL SHELTER	487.00	9,373.00	1,500.00	(7,873.00)	624.9
01-300-9001 SALE OF CAPITAL ASSET	.00	.00	1,000.00	1,000.00	.0
TOTAL GENERAL FUND REVENUES	465,409.03	4,117,772.41	5,830,528.00	1,712,755.59	70.6
TOTAL FUND REVENUE	465,409.03	4,117,772.41	5,830,528.00	1,712,755.59	70.6

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE EXPENDITURES:</u>					
01-40-1-5000 SALARY	3,415.42	37,569.62	44,400.00	6,830.38	84.6
01-40-1-5011 DISCRETIONARY EMPLOYEE BONUS'	.00	.00	14,000.00	14,000.00	.0
01-40-1-5120 FICA - EMPLOYER	211.72	2,328.92	2,753.00	424.08	84.6
01-40-1-5130 FICA MEDICARE - EMPLOYER	49.54	544.94	644.00	99.06	84.6
01-40-1-5165 STATE UNEMPLOYMENT TAX	.36	1.80	.00	(1.80)	.0
01-40-1-6202 SUPPLIES	300.00	4,743.92	5,000.00	256.08	94.9
01-40-1-6203 OPERATING EXPENSES	.00	453.45	500.00	46.55	90.7
01-40-1-6310 EDUCATION & CONFERENCES	.00	705.00	1,000.00	295.00	70.5
01-40-1-6311 TRAVEL	.00	874.08	1,000.00	125.92	87.4
TOTAL EXECUTIVE EXPENDITURES	3,977.04	47,221.73	69,297.00	22,075.27	68.1
<u>ADMINISTRATIVE EXPENDITURES:</u>					
01-40-2-5000 SALARY	19,237.64	190,830.81	235,636.00	44,805.19	81.0
01-40-2-5007 OVERTIME	9.18	833.37	500.00	(333.37)	166.7
01-40-2-5008 MISCELLANEOUS WAGES	.00	598.85	.00	(598.85)	.0
01-40-2-5120 FICA	1,126.78	11,268.77	14,640.00	3,371.23	77.0
01-40-2-5130 FICA MEDICARE	263.53	2,635.49	3,424.00	788.51	77.0
01-40-2-5140 DEFERRED PLAN	202.77	2,054.22	10,756.00	8,701.78	19.1
01-40-2-5150 HEALTH INSURANCE	3,040.88	30,158.36	29,396.00	(762.36)	102.6
01-40-2-5165 STATE UNEMPLOYMENT TAX	38.50	388.57	472.00	83.43	82.3
01-40-2-6202 SUPPLIES	.00	.00	100.00	100.00	.0
01-40-2-6310 EDUCATION & CONFERENCES	714.09	1,833.35	2,000.00	166.65	91.7
01-40-2-6311 TRAVEL	.00	624.62	850.00	225.38	73.5
01-40-2-6312 DUES & MEMBERSHIP	.00	190.00	.00	(190.00)	.0
TOTAL ADMINISTRATIVE EXPENDITURES	24,633.37	241,416.41	297,774.00	56,357.59	81.1
<u>MUNICIPAL COURT EXPENDITURES:</u>					
01-40-3-5000 SALARY	2,133.25	22,189.62	29,380.00	7,190.38	75.5
01-40-3-5120 FICA	129.26	1,342.03	1,822.00	479.97	73.7
01-40-3-5130 FICA MEDICARE	30.24	313.94	426.00	112.06	73.7
01-40-3-5150 HEALTH INSURANCE	139.33	1,393.30	2,090.00	696.70	66.7
01-40-3-5165 STATE UNEMPLOYMENT TAX	4.27	45.41	59.00	13.59	77.0
01-40-3-6202 SUPPLIES	.00	.00	100.00	100.00	.0
01-40-3-6203 OPERATING EXPENSES	.00	.00	550.00	550.00	.0
01-40-3-6204 POSTAGE	.00	7.50	162.00	154.50	4.6
01-40-3-6301 LEGAL FEES-PROS. ATTORNEY	750.00	6,750.00	10,000.00	3,250.00	67.5
01-40-3-6310 EDUCATION & CONFERENCES	.00	350.00	650.00	300.00	53.9
01-40-3-6311 TRAVEL	.00	.00	1,000.00	1,000.00	.0
01-40-3-6312 DUES & MEMBERSHIPS	.00	60.00	82.00	22.00	73.2
01-40-3-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	.00	500.00	500.00	.0
01-40-3-6570 INTERPRETER	.00	.00	1,200.00	1,200.00	.0
TOTAL MUNICIPAL COURT EXPENDITURES	3,186.35	32,451.80	48,021.00	15,569.20	67.6
<u>CITY CLERK EXPENDITURES:</u>					

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-4-5000 SALARY	3,609.22	39,705.32	43,350.00	3,644.68	91.6
01-40-4-5120 FICA	211.72	2,326.37	2,688.00	361.63	86.6
01-40-4-5130 FICA MEDICARE	49.52	544.12	629.00	84.88	86.5
01-40-4-5150 HEALTH INSURANCE	557.31	5,573.10	6,270.00	696.90	88.9
01-40-4-5165 STATE UNEMPLOYMENT TAX	6.84	75.26	82.00	6.74	91.8
01-40-4-6304 CODIFICATION OF MUNICIPAL CODE	.00	1,847.23	5,000.00	3,152.77	36.9
01-40-4-6310 EDUCATION & CONFERENCES	.00	399.57	1,500.00	1,100.43	26.6
01-40-4-6311 TRAVEL	.00	1,437.26	.00	(1,437.26)	.0
01-40-4-6501 OTHER EXPENSES	.00	.00	100.00	100.00	.0
01-40-4-6540 ELECTIONS	.00	.00	5,000.00	5,000.00	.0
01-40-4-6545 LEGAL PUBLICATIONS	.00	922.38	6,500.00	5,577.62	14.2
TOTAL CITY CLERK EXPENDITURES	4,434.61	52,830.61	71,119.00	18,288.39	74.3

CITY TREASURER EXPENDITURES:

01-40-5-5000 SALARY	13,425.02	90,011.30	103,476.00	13,464.70	87.0
01-40-5-5120 FICA	832.34	5,417.38	6,416.00	998.62	84.4
01-40-5-5130 FICA MEDICARE	194.67	1,267.03	1,500.00	232.97	84.5
01-40-5-5140 DEFERRED PLAN	389.42	3,905.19	4,663.00	757.81	83.8
01-40-5-5150 HEALTH INSURANCE	.00	6,477.98	8,583.00	2,105.02	75.5
01-40-5-5165 STATE UNEMPLOYMENT TAX	26.48	175.91	155.00	(20.91)	113.5
01-40-5-6310 EDUCATION AND CONFERENCES	.00	.00	500.00	500.00	.0
01-40-5-6311 TRAVEL	.00	.00	100.00	100.00	.0
01-40-5-6312 DUES & MEMBERSHIP	.00	.00	300.00	300.00	.0
TOTAL CITY TREASURER EXPENDITURES	14,867.93	107,254.79	125,693.00	18,438.21	85.3

CITY HALL EXPENDITURES:

01-40-6-5000 SALARY	320.00	28,340.82	47,449.00	19,108.18	59.7
01-40-6-5007 OVERTIME	.00	884.52	.00	(884.52)	.0
01-40-6-5120 FICA	19.84	1,811.98	2,942.00	1,130.02	61.6
01-40-6-5130 FICA MEDICARE	4.64	423.83	688.00	264.17	61.6
01-40-6-5165 UNEMPLOYMENT TAX	.64	58.45	95.00	36.55	61.5
01-40-6-6202 SUPPLIES	214.42	6,789.18	8,000.00	1,210.82	84.9
01-40-6-6204 POSTAGE	200.00	1,581.94	4,000.00	2,418.06	39.6
01-40-6-6205 OPERATING EXPENSES	1,420.00	4,900.00	5,000.00	100.00	98.0
01-40-6-6209 LEASE PAYMENTS	.00	7,500.00	7,500.00	.00	100.0
01-40-6-6215 809 SPRUCE ST. MAINTENANCE	.00	2,151.08	.00	(2,151.08)	.0
01-40-6-6216 BUILDING MAINTENANCE	.00	27,718.13	50,000.00	22,281.87	55.4
01-40-6-6301 PROFESSIONAL SERVICES - LEGAL	.00	76,976.18	130,000.00	53,023.82	59.2
01-40-6-6302 PROFESSIONAL SERVICES - AUDIT	.00	24,200.00	40,000.00	15,800.00	60.5
01-40-6-6303 PROFESSIONAL SERVICES - OTHER	2,612.54	22,351.81	30,000.00	7,648.19	74.5
01-40-6-6306 TREASURERS FEES (PROPERTY TAX)	174.12	14,552.19	25,045.00	10,492.81	58.1
01-40-6-6307 SHORT TERM RENTAL MERCHANT FEE	37.35	1,891.46	1,000.00	(891.46)	189.2
01-40-6-6308 LURA PROPERTY TAX DISBURSEMENT	69.51	25,538.82	.00	(25,538.82)	.0
01-40-6-6310 EDUCATION & CONFERENCES	.00	13,278.43	.00	(13,278.43)	.0
01-40-6-6312 DUES & MEMBERSHIP	.00	1,889.99	3,000.00	1,110.01	63.0
01-40-6-6330 TELEPHONE	239.31	5,344.64	9,500.00	4,155.36	56.3
01-40-6-6338 PARKLET UTILITIES	233.36	1,586.45	.00	(1,586.45)	.0
01-40-6-6339 809 SPRUCE ST. UTILITIES	334.19	5,108.48	14,000.00	8,891.52	36.5
01-40-6-6340 UTILITIES	1,276.79	20,602.50	20,000.00	(602.50)	103.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-6-6341 STREET LIGHTING	3,038.30	31,996.21	40,000.00	8,003.79	80.0
01-40-6-6342 EV CHARGING STATION UTILITIES	.00	12,824.56	24,000.00	11,175.44	53.4
01-40-6-6501 OTHER EXPENSES	640.00	13,477.19	8,000.00	(5,477.19)	168.5
01-40-6-6504 TABOR HOME EXPENSES	290.42	5,041.55	4,500.00	(541.55)	112.0
01-40-6-6511 HOUSE WITH THE EYE EXPENSES	158.49	2,139.23	4,500.00	2,360.77	47.5
01-40-6-6520 INSURANCE	676.87	150,399.23	176,367.00	25,967.77	85.3
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	138.20	138.20	.00	(138.20)	.0
01-40-6-6531 TRANSFERS TO OTHER FUNDS	45,854.87	458,548.70	550,258.00	91,709.30	83.3
01-40-6-6535 MAIN STREET PRGM EXPENDITURES	.00	60,000.00	60,000.00	.00	100.0
01-40-6-6550 COMPUTER EQUIPMENT/MAINTENANCE	855.00	33,649.79	29,000.00	(4,649.79)	116.0
01-40-6-6551 COMPUTER SOFTWARE	.00	11,038.74	12,000.00	961.26	92.0
01-40-6-6555 HOUSING ADMINISTRATOR FUND TRA	2,916.67	29,166.70	35,000.00	5,833.30	83.3
01-40-6-6565 DOLA TOH GRANT EXPENDITURES	.00	528,402.36	546,869.00	18,466.64	96.6
01-40-6-6580 CDOT MAIN STREET GRANT	484.00	66,180.84	.00	(66,180.84)	.0
01-40-6-6820 THE AMERICAN RESCUE PLAN	.00	57,472.50	.00	(57,472.50)	.0
01-40-6-6905 OPERATING CONTINGENCY	.00	50,799.89	161,837.00	111,037.11	31.4
01-40-6-7001 XEROX COPIER	173.95	3,150.86	6,000.00	2,849.14	52.5
01-40-6-9000 CAPITAL PURCHASE	.00	43,892.13	75,492.00	31,599.87	58.1
TOTAL CITY HALL EXPENDITURES	62,383.48	1,993,799.56	2,272,042.00	278,242.44	87.8
 <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	11,353.88	109,062.59	109,665.00	602.41	99.5
01-40-8-5120 FICA	703.90	6,761.45	6,799.00	37.55	99.5
01-40-8-5130 FICA MEDICARE	164.66	1,581.68	1,590.00	8.32	99.5
01-40-8-5140 DEFERRED PLAN	581.54	4,689.03	4,996.00	306.97	93.9
01-40-8-5150 HEALTH INSURANCE	6.92	69.20	72.00	2.80	96.1
01-40-8-5165 STATE UNEMPLOYMENT TAX	22.64	217.43	219.00	1.57	99.3
01-40-8-6301 PROFESSIONAL SERVICES - LEGAL	.00	14,553.50	7,400.00	(7,153.50)	196.7
01-40-8-6304 PROFESSIONAL SERVICES - ENGINE	.00	13,856.25	12,000.00	(1,856.25)	115.5
01-40-8-6310 EDUCATION AND CONFERENCES	.00	811.38	750.00	(61.38)	108.2
01-40-8-6311 TRAVEL	.00	.00	1,250.00	1,250.00	.0
01-40-8-6312 DUES & MEMBERSHIP	.00	.00	600.00	600.00	.0
01-40-8-6515 CODE AMENDMENTS - CONSULTANTS	.00	1,250.00	5,000.00	3,750.00	25.0
01-40-8-6526 HISTORIC PRESERVATION COMMISSI	.00	1,890.12	5,000.00	3,109.88	37.8
01-40-8-6545 LEGAL PUBLICATIONS	.00	51.61	500.00	448.39	10.3
TOTAL PLANNING DEPARTMENT EXPENDIT	12,833.54	154,794.24	155,841.00	1,046.76	99.3
TOTAL GENERAL OPERATING EXPENDITUR	126,316.32	2,629,769.14	3,039,787.00	410,017.86	86.5

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
<u>POLICE DEPARTMENT EXPENDITURES:</u>					
01-60-0-5000 SALARY	53,746.21	601,805.62	718,979.00	117,173.38	83.7
01-60-0-5003 PART-TIME WAGES	617.72	12,507.90	17,822.00	5,314.10	70.2
01-60-0-5004 CONTRACT SERVICES	.00	1,080.00	6,000.00	4,920.00	18.0
01-60-0-5007 OVERTIME	347.29	29,531.43	15,000.00	(14,531.43)	196.9
01-60-0-5008 MISCELLANEOUS WAGES	.00	532.72	.00	(532.72)	.0
01-60-0-5010 HOLIDAY PAY	.00	3,794.86	3,000.00	(794.86)	126.5
01-60-0-5012 WELLNESS BENEFIT	.00	600.00	.00	(600.00)	.0
01-60-0-5015 PTO PAYOUT	.00	6,589.44	.00	(6,589.44)	.0
01-60-0-5016 FTO PAY	.00	835.22	3,550.00	2,714.78	23.5
01-60-0-5032 SHIFT DIFFERENTIAL	235.98	3,312.96	3,500.00	187.04	94.7
01-60-0-5120 FICA	2,151.20	22,998.70	18,351.00	(4,647.70)	125.3
01-60-0-5130 FICA MEDICARE	785.97	9,455.67	11,134.00	1,678.33	84.9
01-60-0-5140 DEFERRED PLAN	.00	468.00	14,189.00	13,721.00	3.3
01-60-0-5145 CO F & P PENSION	1,797.88	22,781.44	42,163.00	19,381.56	54.0
01-60-0-5150 HEALTH INSURANCE	1,836.58	19,878.28	47,058.00	27,179.72	42.2
01-60-0-5165 STATE UNEMPLOYMENT TAX	109.89	1,347.99	1,536.00	188.01	87.8
01-60-0-6105 US DEPARTMENT OF JUSTICE GRANT	.00	84,178.86	85,915.00	1,736.14	98.0
01-60-0-6202 SUPPLIES	26.76	3,674.04	9,000.00	5,325.96	40.8
01-60-0-6204 POSTAGE	.00	9.55	200.00	190.45	4.8
01-60-0-6209 VEHICLE LEASE PAYMENTS	4,195.68	39,455.15	50,348.00	10,892.85	78.4
01-60-0-6210 VEHICLE REPAIRS	.00	3,181.03	5,000.00	1,818.97	63.6
01-60-0-6211 GAS AND OIL	1,519.65	14,895.25	20,000.00	5,104.75	74.5
01-60-0-6215 EQUIPMENT REPAIR & MAINTENANCE	66.48	1,679.33	2,000.00	320.67	84.0
01-60-0-6310 EDUCATION & CONFERENCES	.00	17,090.92	30,000.00	12,909.08	57.0
01-60-0-6311 TRAVEL	.00	3,489.73	4,000.00	510.27	87.2
01-60-0-6312 DUES & MEMBERSHIP	.00	664.97	1,100.00	435.03	60.5
01-60-0-6330 TELEPHONE	280.73	12,141.98	14,000.00	1,858.02	86.7
01-60-0-6340 UTILITIES	250.38	3,028.08	3,500.00	471.92	86.5
01-60-0-6401 UNIFORM ALLOWANCE	.00	772.93	8,000.00	7,227.07	9.7
01-60-0-6403 PHYSICALS	.00	.00	6,500.00	6,500.00	.0
01-60-0-6404 PSYCHE EVALUATIONS	.00	250.00	3,500.00	3,250.00	7.1
01-60-0-6500 LEGAL SUPPORT FOR OFFICERS	.00	1,494.00	1,500.00	6.00	99.6
01-60-0-6501 OTHER EXPENSES	.00	2,763.50	3,500.00	736.50	79.0
01-60-0-6505 ANIMAL CONTROL OFFICER EXPENDI	.00	.00	4,000.00	4,000.00	.0
01-60-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	35,231.79	51,113.00	15,881.21	68.9
01-60-0-6551 COMPUTER SOFTWARE	.00	.00	4,500.00	4,500.00	.0
01-60-0-6615 TOWING	200.00	975.00	3,000.00	2,025.00	32.5
01-60-0-6621 INVESTIGATIVE EXPENDITURES	.00	2,055.63	10,000.00	7,944.37	20.6
01-60-0-6625 CRIME PREVENTION	.00	.00	17,000.00	17,000.00	.0
01-60-0-6640 BULLET RESISTANT VESTS	.00	.00	3,000.00	3,000.00	.0
01-60-0-6641 BIKE PATROL	.00	.00	3,000.00	3,000.00	.0
01-60-0-6642 TASERS	.00	.00	6,000.00	6,000.00	.0
01-60-0-6643 AMMUNITION	.00	3,042.79	4,000.00	957.21	76.1
01-60-0-6901 OFFICE EQUIPMENT EXPENDITURES	.00	497.38	1,500.00	1,002.62	33.2
01-60-0-6902 SMALL EQUIPMENT	.00	7,488.40	1,200.00	(6,288.40)	624.0
01-60-0-7001 XEROX COPIER LEASE	173.95	1,739.50	2,600.00	860.50	66.9
01-60-0-7003 POLICE CAPITAL	.00	6,524.21	8,000.00	1,475.79	81.6
TOTAL POLICE DEPARTMENT EXPENDITUR	68,342.35	983,844.25	1,269,258.00	285,413.75	77.5

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL POLICE DEPARTMENT	68,342.35	983,844.25	1,269,258.00	285,413.75	77.5
<u>STREET DEPARTMENT</u>					
<u>STREET DEPARTMENT EXPENDITURES:</u>					
01-70-0-5000 SALARY	27,260.57	361,477.75	491,337.00	129,859.25	73.6
01-70-0-5007 OVERTIME	130.67	13,046.17	6,000.00	(7,046.17)	217.4
01-70-0-5010 HOLIDAY PAY	.00	413.28	1,500.00	1,086.72	27.6
01-70-0-5015 PTO PAYOUT	177.31	177.31	.00	(177.31)	.0
01-70-0-5031 OUT-OF-POSITION PAY	84.00	685.50	900.00	214.50	76.2
01-70-0-5120 FICA	1,632.29	22,453.19	30,984.00	8,530.81	72.5
01-70-0-5130 FICA MEDICARE	381.74	5,251.03	7,246.00	1,994.97	72.5
01-70-0-5140 DEFERRED PLAN	309.80	3,411.99	11,465.00	8,053.01	29.8
01-70-0-5150 HEALTH INSURANCE	3,912.38	36,991.39	47,080.00	10,088.61	78.6
01-70-0-5165 STATE UNEMPLOYMENT TAX	55.28	767.35	999.00	231.65	76.8
01-70-0-6202 SUPPLIES	348.13	2,747.60	4,500.00	1,752.40	61.1
01-70-0-6209 VEHICLE LEASE PAYMENTS	15,228.67	197,858.15	228,315.00	30,456.85	86.7
01-70-0-6210 VEHICLE REPAIRS	948.40	3,864.40	4,000.00	135.60	96.6
01-70-0-6211 GAS AND OIL	1,460.83	28,905.72	35,000.00	6,094.28	82.6
01-70-0-6215 EQUIPMENT REPAIR & MAINTENANCE	1,515.55	21,222.08	14,000.00	(7,222.08)	151.6
01-70-0-6216 BUILDING REPAIR & MAINTENANCE	74.94	4,702.84	84,000.00	79,297.16	5.6
01-70-0-6310 EDUCATION & CONFERENCES	.00	404.93	2,000.00	1,595.07	20.3
01-70-0-6311 TRAVEL	78.05	113.45	2,000.00	1,886.55	5.7
01-70-0-6330 TELEPHONE	104.94	2,262.39	2,000.00	(262.39)	113.1
01-70-0-6340 UTILITIES	600.27	10,776.55	8,200.00	(2,576.55)	131.4
01-70-0-6341 STREET LIGHTING	.00	2,290.54	4,000.00	1,709.46	57.3
01-70-0-6345 LANDFILL	.00	1,038.00	500.00	(538.00)	207.6
01-70-0-6401 UNIFORM ALLOWANCE	1,879.18	3,442.91	5,400.00	1,957.09	63.8
01-70-0-6403 PHYSICALS AND TESTS	80.00	912.79	1,000.00	87.21	91.3
01-70-0-6404 SAFETY EQUIPMENT	.00	471.68	800.00	328.32	59.0
01-70-0-6501 OTHER EXPENSES	.00	668.43	500.00	(168.43)	133.7
01-70-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	38.92	2,562.69	2,000.00	(562.69)	128.1
01-70-0-6800 CONTRACT SNOW REMOVAL	.00	.00	1,500.00	1,500.00	.0
01-70-0-6902 SMALL EQUIPMENT	574.85	858.55	4,000.00	3,141.45	21.5
01-70-0-6910 WEED MITIGATION EXPENSE	.00	.00	1,000.00	1,000.00	.0
01-70-0-7200 STREET MAINTENANCE	116,424.00	264,701.23	200,000.00	(64,701.23)	132.4
01-70-0-7210 STREET SIGNAGE	.00	3,493.87	10,000.00	6,506.13	34.9
01-70-0-7255 STREET MATERIALS	6,527.67	10,828.36	22,000.00	11,171.64	49.2
TOTAL STREET DEPARTMENT EXPENDITUR	179,828.44	1,008,802.12	1,234,226.00	225,423.88	81.7
TOTAL STREET DEPARTMENT	179,828.44	1,008,802.12	1,234,226.00	225,423.88	81.7

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL SHELTER</u>					
<u>ANIMAL SHELTER EXPENDITURES:</u>					
01-80-0-5000 SALARY	15,362.60	153,899.79	211,326.00	57,426.21	72.8
01-80-0-5007 OVERTIME	672.89	4,607.49	.00	(4,607.49)	.0
01-80-0-5010 HOLIDAY PAY	.00	605.42	1,000.00	394.58	60.5
01-80-0-5120 FICA	979.16	9,691.63	13,164.00	3,472.37	73.6
01-80-0-5130 FICA - MEDICARE	229.00	2,270.23	3,079.00	808.77	73.7
01-80-0-5140 DEFERRED PLAN	.00	.00	2,392.00	2,392.00	.0
01-80-0-5145 CO F & P PENSION	.00	23.66	.00	(23.66)	.0
01-80-0-5150 HEALTH INSURANCE	696.64	6,966.40	8,360.00	1,393.60	83.3
01-80-0-5165 STATE UNEMPLOYMENT TAX	32.07	322.22	425.00	102.78	75.8
01-80-0-6202 SUPPLIES	15.98	2,655.00	3,000.00	345.00	88.5
01-80-0-6210 VEHICLE REPAIRS	.00	42.24	2,050.00	2,007.76	2.1
01-80-0-6211 GAS AND OIL	167.68	763.65	800.00	36.35	95.5
01-80-0-6216 BUILDING MAINTENANCE	.00	220.95	2,000.00	1,779.05	11.1
01-80-0-6310 EDUCATION AND CONFERENCE	.00	.00	450.00	450.00	.0
01-80-0-6311 TRAVEL	.00	34.32	582.00	547.68	5.9
01-80-0-6312 MEMBERSHIPS	.00	660.89	650.00	(10.89)	101.7
01-80-0-6330 TELEPHONE	45.14	647.89	1,100.00	452.11	58.9
01-80-0-6331 INTERNET ANIMAL SHELTER	45.14	479.90	1,000.00	520.10	48.0
01-80-0-6340 UTILITIES	84.23	2,860.55	4,000.00	1,139.45	71.5
01-80-0-6401 UNIFORM ALLOWANCE	.00	106.90	500.00	393.10	21.4
01-80-0-6501 OTHER EXPENSES	.00	1,233.33	1,500.00	266.67	82.2
01-80-0-6505 ANIMAL EXPENSES	.00	8,883.78	16,000.00	7,116.22	55.5
01-80-0-6520 INSURANCE	.00	7,806.38	10,425.00	2,618.62	74.9
01-80-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	70.00	2,952.40	2,454.00	(498.40)	120.3
01-80-0-6562 ANIMAL ASSISTANCE FOUNDATION	.00	1,217.00	.00	(1,217.00)	.0
01-80-0-6901 OFFICE EQUIPMENT EXPENDITURES	411.70	623.80	1,000.00	376.20	62.4
01-80-0-7003 ANIMAL SHELTER CAPITAL	.00	1,334.92	.00	(1,334.92)	.0
TOTAL ANIMAL SHELTER EXPENDITURES	18,812.23	210,910.74	287,257.00	76,346.26	73.4
TOTAL ANIMAL SHELTER	18,812.23	210,910.74	287,257.00	76,346.26	73.4
TOTAL FUND EXPENDITURES	393,299.34	4,833,326.25	5,830,528.00	997,201.75	82.9
NET REVENUE OVER EXPENDITURES	72,109.69	(715,553.84)	.00	715,553.84	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF LEADVILLE
BALANCE SHEET
OCTOBER 31, 2023

CONSERVATION TRUST FUND

ASSETS

05-1000	CASH ALLOCATED TO OTHER FUNDS	(	70,210.01)	
05-1006	COMMUNITY CONSERVATION TRUST		60,321.04	
			<u>60,321.04</u>	
	TOTAL ASSETS			(9,888.97)
				<u><u>9,888.97</u></u>

LIABILITIES AND EQUITY

LIABILITIES

05-2000	ACCOUNTS PAYABLE - CONSERVE		432.24	
05-2200	FICA PAYABLE		20.51	
05-2210	UNEMPLOYMENT PAYABLE	(	2.41)	
			<u>450.34</u>	
	TOTAL LIABILITIES			450.34

FUND EQUITY

FUND BALANCE:				
05-2900	CONSERVATION TRST FUND BALANCE		17,820.62	
	REVENUE OVER EXPENDITURES - YTD	(	28,159.93)	
			<u>10,339.31</u>	
	BALANCE - CURRENT DATE	(	10,339.31)	
	TOTAL FUND EQUITY			(10,339.31)
				<u><u>10,339.31</u></u>
	TOTAL LIABILITIES AND EQUITY			(9,888.97)
				<u><u>9,888.97</u></u>

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONSERVATION TRUST FUND REVENUE</u>					
05-300-3506 EARNINGS ON DEPOSIT-CTF	12.81	125.46	600.00	474.54	20.9
05-300-3552 TABOR HOME REVENUE	.00	1,159.00	.00	(1,159.00)	.0
05-300-3553 HOUSE WITH THE EYE REVENUE	.00	1,066.00	.00	(1,066.00)	.0
05-300-3700 STATE LOTTERY	6,789.45	26,053.11	30,000.00	3,946.89	86.8
05-300-3900 TRANSFER FROM CTF FUND BALANCE	.00	.00	18,118.00	18,118.00	.0
TOTAL CONSERVATION TRUST FUND REVE	6,802.26	28,403.57	48,718.00	20,314.43	58.3
TOTAL FUND REVENUE	6,802.26	28,403.57	48,718.00	20,314.43	58.3

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST FUND EXPEND:</u>					
05-40-1-5000 SALARY	.00	16,115.33	19,210.00	3,094.67	83.9
05-40-1-5007 OVERTIME	.00	98.28	.00	(98.28)	.0
05-40-1-5120 FICA	.00	1,005.22	1,191.00	185.78	84.4
05-40-1-5130 FICA MEDICARE	.00	235.06	279.00	43.94	84.3
05-40-1-5165 STATE UNEMPLOYMENT TAX	.00	32.45	38.00	5.55	85.4
05-40-1-7301 PARKS MAINTENANCE	2,976.18	22,386.03	10,000.00	(12,386.03)	223.9
05-40-1-7302 TABOR HOME MUSEUM MAINTENANCE	.00	199.63	2,500.00	2,300.37	8.0
05-40-1-7303 HOUSE WITH THE EYE MAINTENANCE	.00	2,785.00	2,500.00	(285.00)	111.4
05-40-1-7310 MISC. CONSERVATION	.00	13,706.50	13,000.00	(706.50)	105.4
TOTAL CONSERVATION TRUST FUND EXPE	2,976.18	56,563.50	48,718.00	(7,845.50)	116.1
TOTAL CONSERVATION TRUST FUND	2,976.18	56,563.50	48,718.00	(7,845.50)	116.1
TOTAL FUND EXPENDITURES	2,976.18	56,563.50	48,718.00	(7,845.50)	116.1
NET REVENUE OVER EXPENDITURES	3,826.08	(28,159.93)	.00	28,159.93	.0

CITY OF LEADVILLE
 BALANCE SHEET
 OCTOBER 31, 2023

URA FUND

ASSETS

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

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

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

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

URA FUND

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

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

URA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>URA EXPENDITURES</u>					
06-99-0-6301 PROFESSIONAL SVCS - URA LEGAL	409.50	(1,866.08)	30,000.00	31,866.08	(6.2)
06-99-0-6501 URA NEWSPAPER ADS	.00	19.61	.00	(19.61)	.0
TOTAL SUB DEPARTMENT 0	409.50	(1,846.47)	30,000.00	31,846.47	(6.2)
TOTAL URA EXPENDITURES	409.50	(1,846.47)	30,000.00	31,846.47	(6.2)
TOTAL FUND EXPENDITURES	409.50	(1,846.47)	30,000.00	31,846.47	(6.2)
NET REVENUE OVER EXPENDITURES	(409.50)	1,852.35	.00	(1,852.35)	.0

CITY OF LEADVILLE
 BALANCE SHEET
 OCTOBER 31, 2023

ACCOMMODATIONS TAX FUND

ASSETS

07-1000	CASH ALLOCATED TO OTHER FUNDS	(	46,157.65)	
	TOTAL ASSETS			(46,157.65)

LIABILITIES AND EQUITY

FUND EQUITY

FUND BALANCE:				
07-2900	ACCOMMODATIONS TAX		29,755.77	
	REVENUE OVER EXPENDITURES - YTD	(	75,913.42)	
	BALANCE - CURRENT DATE	(	46,157.65)	
	TOTAL FUND EQUITY			(46,157.65)
	TOTAL LIABILITIES AND EQUITY			(46,157.65)

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

ACCOMMODATIONS TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ACCOMMODATIONS TAX REVENUES</u>					
07-300-3710 CITY SHARE OF HOUSING DIRECTOR	2,916.67	29,166.70	35,000.00	5,833.30	83.3
07-300-3715 MERCHANT FEE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
07-300-3800 ACCOMMODATIONS TAX	.00	142,702.81	215,000.00	72,297.19	66.4
TOTAL ACCOMMODATIONS TAX REVENUES	2,916.67	171,869.51	251,500.00	79,630.49	68.3
TOTAL FUND REVENUE	2,916.67	171,869.51	251,500.00	79,630.49	68.3

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

ACCOMMODATIONS TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ACCOMMODATIONS TAX EXPENDITURE</u>					
07-40-0-5000 HOUSING DIRECTOR SERVICES	70,000.00	70,000.00	70,000.00	.00	100.0
07-40-0-6000 PROFESSIONAL SERVICES	350.00	2,331.00	6,400.00	4,069.00	36.4
07-40-0-6307 MERCHANT FEE	.00	.00	2,000.00	2,000.00	.0
07-40-0-6400 TOURISM PANEL SHARE	.00	55,451.93	83,902.00	28,450.07	66.1
07-40-0-6410 MISCELLANEOUS HOUSING PROJECTS	120,000.00	120,000.00	89,198.00	(30,802.00)	134.5
TOTAL SUB DEPARTMENT 0	190,350.00	247,782.93	251,500.00	3,717.07	98.5
TOTAL ACCOMMODATIONS TAX EXPENDITURE	190,350.00	247,782.93	251,500.00	3,717.07	98.5
TOTAL FUND EXPENDITURES	190,350.00	247,782.93	251,500.00	3,717.07	98.5
NET REVENUE OVER EXPENDITURES	(187,433.33)	(75,913.42)	.00	75,913.42	.0

CITY OF LEADVILLE
 BALANCE SHEET
 OCTOBER 31, 2023

HIGH COUNTRY DEVELOPERS

<u>ASSETS</u>			
08-1000	CASH ALLOCATED TO OTHER FUNDS	183,107.43	
08-1502	ACCOUNTS RECEIVABLE	159,031.00	
	TOTAL ASSETS		342,138.43
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
08-2295	HIGH COUNTRY DEV DEPOSITS	188,493.36	
	TOTAL LIABILITIES		188,493.36
<u>FUND EQUITY</u>			
	FUND BALANCE:		
08-2900	HIGH COUNTRY DEVELOPERS	99,608.75	
	REVENUE OVER EXPENDITURES - YTD	54,036.32	
	BALANCE - CURRENT DATE	153,645.07	
	TOTAL FUND EQUITY		153,645.07
	TOTAL LIABILITIES AND EQUITY		342,138.43

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

HIGH COUNTRY DEVELOPERS

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

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

HIGH COUNTRY DEVELOPERS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HIGH COUNTRY DEVELOPER EXENDIT</u>					
08-85-0-6515 OTHER PROJECT EXPENDITURES	.00	13,860.22	.00	(13,860.22)	.0
08-85-0-6516 PHASE 2 SIA EXPENDITURES	.00	66,750.46	.00	(66,750.46)	.0
08-85-0-6520 CONSULTANT FEES	145.00	9,089.30	.00	(9,089.30)	.0
TOTAL SUB DEPARTMENT 0	145.00	89,699.98	.00	(89,699.98)	.0
TOTAL HIGH COUNTRY DEVELOPER EXEND	145.00	89,699.98	.00	(89,699.98)	.0
TOTAL FUND EXPENDITURES	145.00	89,699.98	.00	(89,699.98)	.0
NET REVENUE OVER EXPENDITURES	(145.00)	54,036.32	.00	(54,036.32)	.0

CITY OF LEADVILLE
 BALANCE SHEET
 OCTOBER 31, 2023

FIRE DEPARTMENT FUND

ASSETS

10-1000	CASH ALLOCATED TO OTHER FUNDS	(	308,567.36)	
10-1006	COMMUNITY FIRE DEPARTMENT		31,238.51	
10-1520	DUE FROM COUNTY		8,345.60	
				<u> </u>
	TOTAL ASSETS	(	268,983.25)	<u> </u>

LIABILITIES AND EQUITY

LIABILITIES

10-2000	ACCOUNT PAYABLE - FIRE		6,421.22	
10-2200	FICA PAYABLE	(	146.28)	
10-2210	UNEMPLOYMENT PAYABLE		253.64	
10-2215	HEALTH INSURANCE PAYABLE		545.23	
10-2221	CO F & P PENSION PAYABLE	(	1,289.05)	
10-2230	ACCRUED PAYROLL		47,273.38	
10-2240	FWT PAYABLE	(	.05)	
10-2250	SWT PAYABLE		1,490.39	
10-2261	FIRE UNION DUES PAYABLE	(	990.00)	
10-2265	MISCELLANEOUS PAYROLL PAYABLE		706.63	
				<u> </u>
	TOTAL LIABILITIES		54,265.11	

FUND EQUITY

FUND BALANCE:

10-2900	FIRE DEPARTMENT FUND BALANCE		3,243.76	
10-2901	FIRE FUND BAL - PROG & TNG		395,309.00	
	REVENUE OVER EXPENDITURES - YTD	(	721,801.12)	
				<u> </u>
	BALANCE - CURRENT DATE	(	323,248.36)	
				<u> </u>
	TOTAL FUND EQUITY	(	323,248.36)	<u> </u>
				<u> </u>
	TOTAL LIABILITIES AND EQUITY	(	268,983.25)	<u> </u>

CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FIRE REVENUES</u>					
10-300-3300 COUNTY FIRE PROTECTION	106,994.50	534,972.50	1,283,934.00	748,961.50	41.7
10-300-3301 DONATIONS TO FIRE DEPARTMENT	1,000.00	3,509.49	.00	(3,509.49)	.0
10-300-3302 FOREST SERVICE PAYMENTS FIRE	.00	99,667.31	.00	(99,667.31)	.0
10-300-3307 REIMBURSEMENT FOR SERVICES	.00	390.00	.00	(390.00)	.0
10-300-3308 PREVENT & INSPEC PRGM FEES	420.00	1,821.00	.00	(1,821.00)	.0
10-300-3309 REIMBURSEMENT - BME - EQUIPMEN	.00	2,123.35	.00	(2,123.35)	.0
10-300-3506 EARNINGS ON DEPOSIT-FIRE DEPT	6.63	64.97	.00	(64.97)	.0
10-300-3515 CMC TRAINING CONTRIBUTION	.00	13,500.00	13,500.00	.00	100.0
10-300-3621 SAFER GRANT REVENUE	.00	.00	198,320.00	198,320.00	.0
10-300-3624 VFA GRANT	.00	5,004.13	.00	(5,004.13)	.0
10-300-3900 TRANSFER FROM GENERAL FUND	45,854.87	458,548.70	550,258.00	91,709.30	83.3
10-300-4000 TRANSFER FROM FIRE FUND BALANC	.00	.00	98,072.00	98,072.00	.0
TOTAL FIRE REVENUES	154,276.00	1,119,601.45	2,144,084.00	1,024,482.55	52.2
TOTAL FUND REVENUE	154,276.00	1,119,601.45	2,144,084.00	1,024,482.55	52.2

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE OPERATING EXPENDITURES:</u>					
10-40-1-5000 SALARY	66,653.03	658,694.42	891,547.00	232,852.58	73.9
10-40-1-5001 SALARY - RESERVE PROGRAM	304.12	2,052.81	3,000.00	947.19	68.4
10-40-1-5002 SALARY - RESERVE FFII GRADE	847.68	6,481.22	.00	(6,481.22)	.0
10-40-1-5007 OVERTIME	2,158.01	27,966.85	20,000.00	(7,966.85)	139.8
10-40-1-5010 HOLIDAY PAY	.00	4,783.31	6,000.00	1,216.69	79.7
10-40-1-5011 FIRE BONUS	.00	.00	10,000.00	10,000.00	.0
10-40-1-5012 SAFER GRANT OVERTIME	220.24	10,106.40	.00	(10,106.40)	.0
10-40-1-5013 SAFER GRANT QUALIFICATIONS COS	168.57	3,781.46	16,506.00	12,724.54	22.9
10-40-1-5030 CALL OUT	476.37	4,281.39	3,000.00	(1,281.39)	142.7
10-40-1-5031 OUT-OF-POSITION PAY	3,622.08	42,652.05	15,000.00	(27,652.05)	284.4
10-40-1-5120 FICA	297.93	2,298.45	1,505.00	(793.45)	152.7
10-40-1-5130 FICA MEDICARE	1,055.75	10,840.16	13,993.00	3,152.84	77.5
10-40-1-5140 DEFERRED PLAN	1,069.24	11,349.26	18,422.00	7,072.74	61.6
10-40-1-5145 CO F & P PENSION	6,080.67	60,846.20	82,676.00	21,829.80	73.6
10-40-1-5146 FPPA OLD HIRE CONTRIBUTION	31,164.00	31,164.00	15,582.00	(15,582.00)	200.0
10-40-1-5150 HEALTH INSURANCE	6,500.66	68,997.53	86,183.00	17,185.47	80.1
10-40-1-5165 STATE UNEMPLOYMENT TAX	150.69	1,587.93	1,930.00	342.07	82.3
10-40-1-6202 SUPPLIES	199.03	8,900.30	6,500.00	(2,400.30)	136.9
10-40-1-6204 POSTAGE	32.86	202.64	200.00	(2.64)	101.3
10-40-1-6209 VEHICLE LEASE PAYMENTS	.00	72,408.95	72,865.00	456.05	99.4
10-40-1-6210 VEHICLE REPAIRS	1,883.25	23,844.84	35,000.00	11,155.16	68.1
10-40-1-6211 GAS AND OIL	2,266.02	23,251.55	25,000.00	1,748.45	93.0
10-40-1-6215 EQUIPMENT REPAIR & MAINTENANCE	.00	3,878.68	3,000.00	(878.68)	129.3
10-40-1-6216 BUILDING REPAIR & MAINTENANCE	22.99	7,456.55	5,000.00	(2,456.55)	149.1
10-40-1-6217 STATION FURNITURE	.00	.00	1,000.00	1,000.00	.0
10-40-1-6301 PROFESSIONAL SERVICES - LEGAL	.00	4,642.50	10,000.00	5,357.50	46.4
10-40-1-6307 ADMINISTRATIVE FEE	2,333.37	23,333.70	28,000.00	4,666.30	83.3
10-40-1-6308 VEHICLE UPGRADES FUND/TRANSFER	.00	.00	100,000.00	100,000.00	.0
10-40-1-6309 EQUIPMENT UPGRADES FUND/TRANSF	.00	.00	25,000.00	25,000.00	.0
10-40-1-6310 EDUCATION & CONFERENCES	150.00	9,694.35	13,000.00	3,305.65	74.6
10-40-1-6311 TRAVEL	951.00	8,773.79	20,000.00	11,226.21	43.9
10-40-1-6312 DUES & MEMBERSHIP	.00	1,370.00	1,300.00	(70.00)	105.4
10-40-1-6330 TELEPHONE	69.95	2,451.92	3,500.00	1,048.08	70.1
10-40-1-6340 UTILITIES	545.76	15,078.96	31,000.00	15,921.04	48.6
10-40-1-6401 UNIFORM ALLOWANCE	295.39	5,319.50	8,000.00	2,680.50	66.5
10-40-1-6403 PHYSICALS	.00	.00	9,200.00	9,200.00	.0
10-40-1-6501 OTHER EXPENSES	950.00	3,745.74	1,000.00	(2,745.74)	374.6
10-40-1-6520 INSURANCE	.00	100,539.25	117,783.00	17,243.75	85.4
10-40-1-6533 COMMUNICATION EQUIPMENT	.00	11,206.15	12,500.00	1,293.85	89.7
10-40-1-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	12,725.80	16,000.00	3,274.20	79.5
10-40-1-6551 COMPUTER SOFTWARE	.00	31,694.90	10,400.00	(21,294.90)	304.8
10-40-1-6701 VOLUNTEER OTHER	1,766.16	35,132.55	49,000.00	13,867.45	71.7
10-40-1-6705 FIRE PREVENTION	.00	653.69	2,500.00	1,846.31	26.2
10-40-1-6715 PUBLICATIONS	.00	.00	300.00	300.00	.0
10-40-1-6720 FOAM ABC & ETC	.00	.00	1,000.00	1,000.00	.0
10-40-1-6721 RESCUE EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-40-1-6725 LADDER & AIR TESTS	.00	.00	4,500.00	4,500.00	.0
10-40-1-6730 PHYSICAL PROTECTION EQUIPMENT	.00	18,500.10	19,500.00	999.90	94.9
10-40-1-6734 HAZMAT EQUIP/SUPPLIES	.00	17.99	1,900.00	1,882.01	1.0
10-40-1-6735 MEDICAL EQUIPMENT	.00	2,491.11	3,000.00	508.89	83.0
10-40-1-6736 MINOR EQUIPMENT	.00	516.84	4,000.00	3,483.16	12.9
10-40-1-6738 HOSE	.00	.00	3,500.00	3,500.00	.0
10-40-1-6901 OFFICE EQUIPMENT EXPENDITURES	.00	1,110.64	1,900.00	789.36	58.5

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FIRE OPERATING EXPENDITURES	132,234.82	1,376,826.43	1,834,192.00	457,365.57	75.1
TOTAL FIRE OPERATING EXPENDITURES	132,234.82	1,376,826.43	1,834,192.00	457,365.57	75.1
<u>FIRE CONTRACT SERVICE EXPENDIT:</u>					
10-50-1-5034 WILDFIRE DEPLOYMNT EMPLEE PMTS	.00	137,039.05	.00 (	137,039.05)	.0
10-50-1-5120 FICA	.00	4,037.11	.00 (	4,037.11)	.0
10-50-1-5130 FICA MEDICARE - EMLPR	.00	1,974.23	.00 (	1,974.23)	.0
10-50-1-5150 HEALTH INSURANCE	.00	2,883.95	.00 (	2,883.95)	.0
10-50-1-5165 SUTA	.00	274.07	.00 (	274.07)	.0
10-50-1-6501 OTHER EXPENSES	.00	1,921.56	.00 (	1,921.56)	.0
10-50-1-6520 INSURANCE	.00	4,549.71	.00 (	4,549.71)	.0
10-50-1-6534 WILDFIRE DEPLOYMENT EXPENSES	.00	4,950.55	.00 (	4,950.55)	.0
10-50-1-6535 VFA GRANT EXPENDITURES	.00	10,008.25	.00 (	10,008.25)	.0
10-50-1-6902 CAPITAL ASSET ACQUISITION	.00	26,625.61	42,600.00	15,974.39	62.5
TOTAL FIRE CONTRACT SERVICE EXPENDI	.00	194,264.09	42,600.00 (	151,664.09)	456.0
TOTAL FIRE CONTRACT SERVICE EXPENDI	.00	194,264.09	42,600.00 (	151,664.09)	456.0
<u>WILDLAND SUPPLEMENTAL PROGRAM:</u>					
10-60-1-6000 STATION II	160.91	13,625.74	.00 (	13,625.74)	.0
10-60-1-6202 SUPPLIES	.00	470.00	.00 (	470.00)	.0
10-60-1-6305 TRAINING SUPPORT FOR INTERNSHI	.00	.00	40,000.00	40,000.00	.0
10-60-1-6540 AFG GRANT EXPENDITURES	.00	48,780.00	.00 (	48,780.00)	.0
10-60-1-6600 HEADWATERS TRAINING CENTER EXP	90.00	2,154.67	.00 (	2,154.67)	.0
10-60-1-6902 CAPITAL ASSET ACQUISITION	.00	53,082.86	28,972.00 (	24,110.86)	183.2
TOTAL WILDLAND SUPPLEMENTAL PROGRA	250.91	118,113.27	68,972.00 (	49,141.27)	171.3
TOTAL WILDLAND SUPPLEMENTAL PROGRA	250.91	118,113.27	68,972.00 (	49,141.27)	171.3
<u>SAFER GRANT EXPENDITURES:</u>					
10-70-1-5000 SALARY	11,157.94	122,905.31	151,164.00	28,258.69	81.3
10-70-1-5007 OVERTIME	.00	991.11	.00 (	991.11)	.0
10-70-1-5130 FICA MEDICARE	158.85	1,768.99	2,192.00	423.01	80.7
10-70-1-5140 DEFERRED PLAN	.00	.00	3,779.00	3,779.00	.0
10-70-1-5145 CO F & P PENSION	1,060.01	11,676.16	14,361.00	2,684.84	81.3
10-70-1-5150 HEALTH INSURANCE	649.40	6,494.00	18,826.00	12,332.00	34.5
10-70-1-5165 STATE UNEMPLOYMENT TAX (SUTA)	22.31	247.73	453.00	205.27	54.7
10-70-1-6520 INSURANCE - WORKERS' COMP	.00	8,115.48	7,545.00 (	570.48)	107.6
TOTAL SAFER GRANT EXPENDITURES	13,048.51	152,198.78	198,320.00	46,121.22	76.7
TOTAL SAFER GRANT EXPENDITURES	13,048.51	152,198.78	198,320.00	46,121.22	76.7

CITY OF LEADVILLE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	145,534.24	1,841,402.57	2,144,084.00	302,681.43	85.9
NET REVENUE OVER EXPENDITURES	8,741.76	(721,801.12)	.00	721,801.12	.0

Month Sales Tax Received by City	2019 City Sales Tax*	2020 City Sales Tax*	2021 City Sales Tax**	2022 City Sales Tax***	2023 City Sales Tax***	2023 City Sales Tax Budget	2023 Actual vs Budget (\$ Cumulative)	2023 Actual vs Budget (% Cumulative)
January	\$ 94,784	\$ 165,390	\$ 183,535	\$ 244,378	\$ 286,289	\$ 211,392	\$ 74,897	35.4%
February	\$ 147,646	\$ 196,840	\$ 210,257	\$ 299,137	\$ 325,040	\$ 262,326	\$ 137,610	29.0%
March	\$ 140,007	\$ 175,076	\$ 190,416	\$ 229,788	\$ 289,482	\$ 225,893	\$ 201,199	28.8%
April	\$ 147,890	\$ 165,382	\$ 174,112	\$ 251,544	\$ 293,274	\$ 227,011	\$ 267,462	28.9%
May	\$ 157,256	\$ 139,192	\$ 199,485	\$ 277,788	\$ 286,221	\$ 237,700	\$ 315,983	27.1%
June	\$ 133,297	\$ 134,564	\$ 179,671	\$ 472,432	\$ 214,349	\$ 282,629	\$ 247,703	17.1%
July	\$ 139,346	\$ 136,093	\$ 218,714	\$ 270,030	\$ 228,072	\$ 234,770	\$ 241,005	14.3%
August	\$ 210,868	\$ 233,353	\$ 289,675	\$ 369,533	\$ 339,710	\$ 338,992	\$ 241,724	12.0%
September	\$ 147,674	\$ 277,551	\$ 310,213	\$ 397,446	\$ 384,037	\$ 348,041	\$ 277,719	11.7%
October	\$ 234,053	\$ 250,181	\$ 328,378	\$ 410,305	\$ 436,058	\$ 375,701	\$ 338,076	12.3%
November	\$ 226,419	\$ 271,507	\$ 313,217	\$ 370,354		\$ 362,976	\$ (24,900)	-0.8%
December	\$ 179,277	\$ 216,743	\$ 266,868	\$ 289,428		\$ 292,568	\$ (317,468)	-9.3%
Totals:	\$ 1,958,517	\$ 2,361,872	\$ 2,864,541	\$ 3,882,165	\$ 3,082,532	\$ 3,400,000	\$ (317,468)	-9.3%

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

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

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

Sales Tax is tax received by the City from the County and in the bank. The County receives the tax in the month after the State close period, the City receives the tax in the month following the County close period.
(i.e. January 2023 tax was received in February 2023 and is for December 2022 sales tax)

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Accommodations Tax Expenditure						
10/25/2023	78095	Acco	Lake County Government	2A Contribution for Housing Director Position	Housing Director Servic	70,000.00
10/25/2023	78095	Acco	Lake County Government	Left Over 2A	Miscellaneous Housing	70,000.00
10/25/2023	78095	Acco	Lake County Government	Grant Match	Miscellaneous Housing	100,000.00
11/08/2023	78133	Acco	GovOS, Inc	LODGINGRevs Tax Collection	Professional Services	350.00
Total Accommodations Tax Expenditure:						240,350.00
Animal Shelter						
10/18/2023	78057	Anima	Caselle	Caselle Monthly Support - AS	Computer Equipment/M	70.00
10/18/2023	78058	Anima	Charter Communications	A/S - Internet	Internet Animal Shelter	45.14
10/18/2023	78058	Anima	Charter Communications	A/S - Telephone	Telephone	45.14
10/18/2023	78067	Anima	O'Reilly Automotive, Inc.	Animal Shelter Oil Change for Shelter Vehicle	Gas and Oil	48.26
10/18/2023	78069	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	67.29
10/25/2023	78108	Anima	Silver City Printing	Black, Cyan, Yellow, Majenta Toner	Office Equipment Expen	411.70
11/08/2023	78116	Anima	Acorn Petroleum	Fuel-Animal Shelter	Gas and Oil	48.06
11/08/2023	78116	Anima	Acorn Petroleum	Fuel-Animal Shelter	Gas and Oil	71.36
11/08/2023	78118	Anima	BigHorn Hardware	Putty Knife & Spackle for Animal Shelter	Supplies	15.98
11/08/2023	78120	Anima	Caselle	Caselle Monthly Support - AS	Computer Equipment/M	70.00
11/08/2023	78125	Anima	Comfort Gas Inc.	377.4 Gallons of Propane (1.95/gal)	Utilities	735.93
11/08/2023	78136	Anima	Leadville Sanitation District	Animal Shelter/499 E. 12th St. - 9375	Utilities	71.00
11/08/2023	78138	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	84.23
11/08/2023	78139	Anima	Peak Performance Imaging Solutions	Monthly IT Suport - A/S	Computer Equipment/M	225.24
Total Animal Shelter:						2,009.33
Conservation Trust Fund						
10/18/2023	78056	Conse	BigHorn Hardware	Crum Rub Stone SCRL 18x30	Tabor Home Museum M	14.99
10/18/2023	78056	Conse	BigHorn Hardware	Dead Bolt Lock for Zaitz Park	Parks Maintenance	35.99
10/18/2023	78056	Conse	BigHorn Hardware	Keys for Zaitz Park Lock	Parks Maintenance	5.37
10/18/2023	78069	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	57.00
10/18/2023	78069	Conse	Parkville Water District	Parks - 4	Parks Maintenance	97.08
10/18/2023	78070	Conse	Paula Martinez	Park bathroom cleaning 9/23-10/15/2023	Parks Maintenance	2,400.00
10/18/2023	78075	Conse	Quill Corporation	Coastwide 1-ply	Parks Maintenance	47.91
10/18/2023	78075	Conse	Quill Corporation	Fabuloso AP Cleaner Lavendar 1 gal	Parks Maintenance	41.18
10/25/2023	78088	Conse	BigHorn Hardware	Tarp Cover for Lawn Mower	Parks Maintenance	34.99
10/25/2023	78090	Conse	Charter Communications	WiFi for Camera System at Ziatz Park	Parks Maintenance	89.98
10/25/2023	78094	Conse	John Deere Financial	Hose Mender/Connections	Parks Maintenance	18.97
11/08/2023	78118	Conse	BigHorn Hardware	(5) Single Cut Keys for Bathroom Doors for	Parks Maintenance	8.95
11/08/2023	78136	Conse	Leadville Sanitation District	Zaitz Park Restroom/610 Harrison - 1171	Parks Maintenance	71.00
11/08/2023	78138	Conse	Parkville Water District	Parks - 4	Parks Maintenance	74.78
11/08/2023	78138	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	57.00
11/08/2023	78141	Conse	Quill Corporation	Liquid Bleach/Parklet	Parks Maintenance	34.41
11/08/2023	78141	Conse	Quill Corporation	Toilet Paper & Paper Towels/Zaitz Park & Par	Parks Maintenance	165.37
11/08/2023	78141	Conse	Quill Corporation	Fabuloso AP Cleaner Lavendar 1 gal/Zaitz &	Parks Maintenance	34.38
11/08/2023	78141	Conse	Quill Corporation	Drawstring Liners 13 Gallon/Parklet	Parks Maintenance	57.35
Total Conservation Trust Fund:						3,346.70
Fire Contract Service Expendit						
10/18/2023	78080	Fire C	Verizon Wireless	F/D Wildland Fire Tablets	Wildfire Deployment Ex	80.02
Total Fire Contract Service Expendit:						80.02

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Fire Operating Expenditures						
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - 602	Gas and Oil	95.32
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 1	Gas and Oil	138.29
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 2	Gas and Oil	253.51
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 3	Gas and Oil	87.26
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Engine 1	Gas and Oil	572.28
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Engine 2	Gas and Oil	66.76
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Truck 1	Gas and Oil	61.74
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Ute 1	Gas and Oil	62.31
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - 602	Gas and Oil	106.62
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 1	Gas and Oil	167.91
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 2	Gas and Oil	82.49
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 3	Gas and Oil	67.09
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Engine 1	Gas and Oil	576.94
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Tender 1	Gas and Oil	147.42
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Ute 1	Gas and Oil	43.99
10/18/2023	78054	Fire O	Acorn Petroleum	Diesel Exhaust Fluid 1/55	Gas and Oil	233.75
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - 602	Gas and Oil	185.70
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 1	Gas and Oil	141.59
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 2	Gas and Oil	187.48
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Command 3	Gas and Oil	91.46
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Engine 1	Gas and Oil	699.89
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Tender 1	Gas and Oil	128.37
10/18/2023	78054	Fire O	Acorn Petroleum	Fuel - Truck 1	Gas and Oil	41.19
10/18/2023	78055	Fire O	B and B Shipping and More	Shipping for radio to Communication Solution	Postage	32.86
10/18/2023	78056	Fire O	BigHorn Hardware	Black Spray Paint	Supplies	7.99
10/18/2023	78056	Fire O	BigHorn Hardware	Drywall Anchors	Supplies	7.99
10/18/2023	78056	Fire O	BigHorn Hardware	Drywall Screws	Supplies	7.99
10/18/2023	78056	Fire O	BigHorn Hardware	Misc Nuts and Bolts for Station 2	Supplies	6.66
10/18/2023	78056	Fire O	BigHorn Hardware	Screws for Station II	Supplies	25.99
10/18/2023	78056	Fire O	BigHorn Hardware	Lined Work Gloves	Supplies	43.98
10/18/2023	78056	Fire O	BigHorn Hardware	Work Gloves	Supplies	8.99
10/18/2023	78056	Fire O	BigHorn Hardware	Work Gloves	Supplies	16.99
10/18/2023	78056	Fire O	BigHorn Hardware	Misc Nuts and Bolts for Station 2 & Spartan	Supplies	11.64
10/18/2023	78056	Fire O	BigHorn Hardware	Hardware/Nuts, Bolts, Washers for Station II	Supplies	3.00
10/18/2023	78056	Fire O	BigHorn Hardware	Sheetrock Anchors for St2	Supplies	29.99
10/18/2023	78056	Fire O	BigHorn Hardware	Ratchel Straps for UTE	Supplies	39.99
10/18/2023	78056	Fire O	BigHorn Hardware	Batteries - Station 1 Garage Door Openers	Supplies	17.98
10/18/2023	78056	Fire O	BigHorn Hardware	Primer/Sealer	Vehicle Repairs	30.97
10/18/2023	78056	Fire O	BigHorn Hardware	Supplies for HTC	Supplies	3.99
10/18/2023	78056	Fire O	BigHorn Hardware	Supplies for HTC	Supplies	64.95
10/18/2023	78058	Fire O	Charter Communications	F/D - Internet	Utilities	69.95
10/18/2023	78058	Fire O	Charter Communications	F/D - Telephone	Telephone	69.95
10/18/2023	78059	Fire O	Colorado Division of Fire Prevention	Haz Mat Technician Exam - Flanagan	Education & Conference	30.00
10/18/2023	78059	Fire O	Colorado Division of Fire Prevention	Fire Fighter II Exam - Gallup	Education & Conference	30.00
10/18/2023	78060	Fire O	Dalila B Lopez	Station II Construction Clean	Other Expenses	500.00
10/18/2023	78062	Fire O	Galls, LLC	Firefighter Boot/Shirt-Engels	Uniform Allowance	224.06
10/18/2023	78062	Fire O	Galls, LLC	Shipping	Uniform Allowance	2.98
10/18/2023	78062	Fire O	Galls, LLC	Firefighter Pant - Jacobi	Uniform Allowance	179.52-
10/18/2023	78062	Fire O	Galls, LLC	Slide Bar for Commendations CREDIT	Uniform Allowance	9.85-
10/18/2023	78062	Fire O	Galls, LLC	Firefighter Pant - Slutsky	Uniform Allowance	179.52
10/18/2023	78062	Fire O	Galls, LLC	Shipping	Uniform Allowance	4.99
10/18/2023	78064	Fire O	Lake County Treasurer	Spartan - Install missing chain per DOT inspe	Vehicle Repairs	483.11
10/18/2023	78067	Fire O	O'Reilly Automotive, Inc.	Wiper Blades	Vehicle Repairs	66.48
10/18/2023	78067	Fire O	O'Reilly Automotive, Inc.	4 GAL Car Wash	Supplies	25.96
10/18/2023	78069	Fire O	Parkville Water District	Fire Dept - 1377	Utilities	123.32
10/18/2023	78071	Fire O	Peak Performance Imaging Solutions	Meter Billing for MP C2503 Copier	Office Equipment Expen	219.10

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
10/18/2023	78073	Fire O	Pro-Electric, Inc.	High Bay Lights Station I	Building Repair & Maint	1,124.48
10/18/2023	78077	Fire O	Safeway, Inc.	Resident Stipend Meals Oct 2023	Volunteer Other	823.80
10/18/2023	78078	Fire O	Silver City Printing	Boyle Business Cards/Inserts Prevention	Office Equipment Expen	78.29
10/18/2023	78080	Fire O	Verizon Wireless	F/D Cell Phones & Toughbook	Telephone	172.32
10/25/2023	78091	Fire O	Ed Jones Co. Inc., The	Gold Klad 604 Badge	Uniform Allowance	140.00
10/25/2023	78091	Fire O	Ed Jones Co. Inc., The	Shipping	Uniform Allowance	18.00
10/25/2023	78091	Fire O	Ed Jones Co. Inc., The	Collar Emblems	Uniform Allowance	51.50
10/25/2023	78091	Fire O	Ed Jones Co. Inc., The	Shipping	Uniform Allowance	18.00
10/25/2023	78102	Fire O	O'Reilly Automotive, Inc.	Engine 1 Headlight	Vehicle Repairs	21.00
10/25/2023	78102	Fire O	O'Reilly Automotive, Inc.	2 Gal of Coolent for Engine 1	Vehicle Repairs	31.98
10/25/2023	78114	Fire O	Xcel Energy	FD/816 Harrison Ave	Utilities	370.85
11/08/2023	78116	Fire O	Acorn Petroleum	19.1 Sulpher-dyed Combustible Liquid	Gas and Oil	77.53
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-602	Gas and Oil	164.56
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Command 1	Gas and Oil	166.71
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Command 2	Gas and Oil	205.32
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Command 3	Gas and Oil	77.37
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Engine 1	Gas and Oil	586.80
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Truck 1	Gas and Oil	29.99
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-UTE 1	Gas and Oil	52.54
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-602	Gas and Oil	32.46
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Command 1	Gas and Oil	141.63
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Command 3	Gas and Oil	30.06
11/08/2023	78116	Fire O	Acorn Petroleum	Fuel-Engine 1	Gas and Oil	701.05
11/08/2023	78118	Fire O	BigHorn Hardware	Landscape Fabric 3x100	Building Repair & Maint	22.99
11/08/2023	78118	Fire O	BigHorn Hardware	Anchor/Nuts/Bolts	Supplies	10.17
11/08/2023	78118	Fire O	BigHorn Hardware	Markers for Annual Hose Testing	Supplies	25.94
11/08/2023	78118	Fire O	BigHorn Hardware	Station II High Speed Cable & USB C Plug-H	Supplies	68.98
11/08/2023	78118	Fire O	BigHorn Hardware	Inkzall Markers (2)	Supplies	5.98
11/08/2023	78124	Fire O	Colorado Division of Fire Prevention	DFPC Written Test-Floyd FFII	Volunteer Other	30.00
11/08/2023	78124	Fire O	Colorado Division of Fire Prevention	DFPC Written Test-Engles Driver Operator	Education & Conference	30.00
11/08/2023	78124	Fire O	Colorado Division of Fire Prevention	DFPC Proctor Certification-Gallup FF/DO	Education & Conference	60.00
11/08/2023	78124	Fire O	Colorado Division of Fire Prevention	DFPC Written Test-Gallup Fire & EMS Instruc	Volunteer Other	30.00
11/08/2023	78124	Fire O	Colorado Division of Fire Prevention	DFPC Written Test-Stern FFII	Education & Conference	30.00
11/08/2023	78126	Fire O	Dalila B Lopez	Fire Station Cleaning Service - 10/17/2023	Other Expenses	200.00
11/08/2023	78127	Fire O	Dan Dailey	Keystone Leadership Conference Per Diem	Travel	317.00
11/08/2023	78128	Fire O	David McCann	Keystone Leadership Conference Per Diem	Travel	317.00
11/08/2023	78130	Fire O	Galls, LLC	Firefight Pant (2)/McCann	Uniform Allowance	295.39
11/08/2023	78134	Fire O	Lake County School District R-1	Bagpipes/McFee - Station II Grand Opening	Other Expenses	250.00
11/08/2023	78135	Fire O	Lake County Treasurer	Maintenance/Air & Light Trailer	Vehicle Repairs	942.24
11/08/2023	78135	Fire O	Lake County Treasurer	Type 3, #301 - Labor	Vehicle Repairs	174.72
11/08/2023	78135	Fire O	Lake County Treasurer	Type 3, #301 - Parts	Vehicle Repairs	713.31
11/08/2023	78135	Fire O	Lake County Treasurer	Fuel Engine 1 - 10/29/23 Power Outage	Gas and Oil	65.13
11/08/2023	78136	Fire O	Leadville Sanitation District	Firestation/816 Harrison - 1200	Utilities	255.60
11/08/2023	78138	Fire O	Parkville Water District	Fire Dept - 1377	Utilities	104.96
11/08/2023	78139	Fire O	Peak Performance Imaging Solutions	Monthly IT Suport - F/D	Computer Equipment/M	999.13
11/08/2023	78144	Fire O	Safeway, Inc.	Food Stipend for Residents (5)	Volunteer Other	1,029.75
11/08/2023	78146	Fire O	Stephen Boyle	Keystone Leadership Conference Per Diem	Travel	317.00
11/08/2023	78150	Fire O	Waste Management JPMC	F/D - November 2023 Trash Pick Up	Utilities	568.18
10/30/2023	10302023	Fire O	Fire & Police Pension Association of Col	2023 Old Hire Contributions	FPPA Old Hire Contribut	15,582.00
10/30/2023	10302023	Fire O	Fire and Police Pension Association	2023 Old Hire Contributions	FPPA Old Hire Contribut	15,582.00
Total Fire Operating Expenditures:						49,585.07
General Operating Expenditures						
10/18/2023	78057	Gener	Caselle	Caselle Monthly Support-CH	Computer Equipment/M	855.00
10/18/2023	78058	Gener	Charter Communications	C/H - Telephone & Internet (70%)	Telephone	239.31
10/18/2023	78060	Gener	Dalila B Lopez	City Hall Cleaning Services 10/2-10/13/23	Operating Expenses	700.00

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
10/18/2023	78068	Gener	O'Rourke Media Group, LLC	2023-4 Title Public Notice (8/3)	Legal Publications	6.71
10/18/2023	78068	Gener	O'Rourke Media Group, LLC	2023-4 Title Public Notice (8/24)	Legal Publications	9.29
10/18/2023	78068	Gener	O'Rourke Media Group, LLC	Local Website Ad - LHD/Classified Display (8	Other Expenses	235.00
10/18/2023	78069	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	57.00
10/18/2023	78069	Gener	Parkville Water District	809 Spruce St. - 1196	809 Spruce St. Utilities	62.45
10/18/2023	78069	Gener	Parkville Water District	809 Harrison Ave. Parklet - 137309	Parklet Utilities	114.81
10/18/2023	78069	Gener	Parkville Water District	City Hall - 1378	Utilities	71.50
10/18/2023	78072	Gener	Pitney Bowes Global Financial Services	SendPro Mailstation Lease Payment	Postage	77.37
10/18/2023	78074	Gener	Professional Document Solutions, Inc.	Monthly Copier Usage/Sept 2023	Xerox Copier	187.91
10/18/2023	78075	Gener	Quill Corporation	Miscellaneous Cleaning Supplies/City Hall	Supplies	34.18
10/18/2023	78075	Gener	Quill Corporation	Misc Office & Cleaning Supplies-CH	Supplies	69.96
10/18/2023	78075	Gener	Quill Corporation	Miscellaneous Cleaning Supplies/City Hall	Supplies	34.18
10/18/2023	78075	Gener	Quill Corporation	Misc Office & Cleaning Supplies-CH	Supplies	175.16
10/18/2023	78076	Gener	Rocky Mountain Bottled Water	Bottled Water Service	Supplies	66.73
10/18/2023	78076	Gener	Rocky Mountain Bottled Water	Stainless Steel H/C	Supplies	10.00
10/18/2023	78080	Gener	Verizon Wireless	C/H Cell Phones	Telephone	244.62
10/18/2023	78081	Gener	Xerox Financial Services	September 2023 Copier Lease	Xerox Copier	173.95
10/19/2023	78082	Gener	Erin Lusin	CIRSA Training - E. Lusin	Education & Conference	654.09
10/25/2023	78090	Gener	Charter Communications	Tabor Home/Telephone for Security System	Tabor Home Expenses	17.65
10/25/2023	78092	Gener	Garbriela Rascon	Cupcakes from St. George - FS II Opening	Supplies	300.00
10/25/2023	78097	Gener	Liquid Logs, LLC	Portable Toilets/3rd Street Parking Lot	Other Expenses	320.00
10/25/2023	78097	Gener	Liquid Logs, LLC	Portable Toilets/Tabor Opera House Parking	Other Expenses	320.00
10/25/2023	78098	Gener	McMahan & Associates, P.C.	2022 Audit Fee	Professional Services -	24,200.00
10/25/2023	78100	Gener	Mountain Magic Drain Cleaning	Install Blowout Valve & Winterize Outdoor Fo	CDOT Main Street Gran	484.00
10/25/2023	78103	Gener	O'Rourke Media Group, LLC	2023-5 Title Public Notice (9/28)	Legal Publications	7.74
10/25/2023	78103	Gener	O'Rourke Media Group, LLC	Local Website Ad/Classified Display Ad - Sep	Other Expenses	662.50
10/25/2023	78105	Gener	Purchase Power	Postage Meter Refill	Postage	200.00
10/25/2023	78106	Gener	RG and Associates, LLC	Coord/Review assessors site for layout on pa	Professional Services -	776.25
10/25/2023	78111	Gener	Triad EAP	(56) EAP Service 10/1/23-12/23/23	Professional Services -	1,002.96
10/25/2023	78114	Gener	Xcel Energy	Area Lights Metered/104 E. 8th St.	Street Lighting	33.34
10/25/2023	78114	Gener	Xcel Energy	809 Harrison Ave Parklet	Parklet Utilities	147.59
10/25/2023	78114	Gener	Xcel Energy	Area Lights Metered/105 W. 4th St.	Utilities	23.11
10/25/2023	78114	Gener	Xcel Energy	116 E 5th St/Tabor Home	Tabor Home Expenses	215.77
10/25/2023	78114	Gener	Xcel Energy	Area Lights Metered/105 W. 8th St.	Street Lighting	29.48
10/25/2023	78114	Gener	Xcel Energy	CH/800 Harrison Ave (84%)	Utilities	1,024.14
10/25/2023	78114	Gener	Xcel Energy	Area Lights Metered/104 E. 4th St.	Utilities	29.94
10/25/2023	78114	Gener	Xcel Energy	610 Harrison Ave/Zaitz Park	Street Lighting	121.08
10/25/2023	78114	Gener	Xcel Energy	127 W. 4th St./House with the Eye	House with the Eye Exp	158.49
10/25/2023	78114	Gener	Xcel Energy	117 W 10th St/Community Center	Utilities	58.64
10/25/2023	78114	Gener	Xcel Energy	Street Lights	Street Lighting	2,745.19
10/25/2023	78114	Gener	Xcel Energy	Traffic Light	Street Lighting	109.21
11/08/2023	78118	Gener	BigHorn Hardware	Spuce St Front Door Key	809 Spruce St. Mainten	2.68
11/08/2023	78120	Gener	Caselle	Caselle Monthly Support-CH	Computer Equipment/M	855.00
11/08/2023	78123	Gener	Colorado Association of Ski Towns	CAST Meeting in Vail/Simonson	Education & Conference	60.00
11/08/2023	78126	Gener	Dalila B Lopez	City Hall Cleaning Service - 10/16/2023-10/2	Operating Expenses	720.00
11/08/2023	78131	Gener	Global Interpretation Services, LLC	Interpretation Sevice for Survey Questionnair	Historic Preservation Co	138.20
11/08/2023	78133	Gener	GovOS, Inc	LODGINGRevs STR Monitoring & Complianc	Professional Services -	833.33
11/08/2023	78136	Gener	Leadville Sanitation District	809 Harrison Ave. Parklet - 1180	Parklet Utilities	71.00
11/08/2023	78136	Gener	Leadville Sanitation District	City Hall/800 Harrison - 1179	Utilities	461.50
11/08/2023	78136	Gener	Leadville Sanitation District	809 Spruce - 4394	809 Spruce St. Utilities	124.26
11/08/2023	78136	Gener	Leadville Sanitation District	Tabor Home/116 E. 5th St. - 4646	Tabor Home Expenses	71.00
11/08/2023	78136	Gener	Leadville Sanitation District	117 W 10th St. - 9544	Utilities	71.00
11/08/2023	78138	Gener	Parkville Water District	809 Spruce St. - 1196	809 Spruce St. Utilities	64.87
11/08/2023	78138	Gener	Parkville Water District	809 Harrison Ave. Parklet - 1373	Parklet Utilities	85.77
11/08/2023	78138	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	57.00
11/08/2023	78138	Gener	Parkville Water District	City Hall - 1378	Utilities	83.96
11/08/2023	78138	Gener	Parkville Water District	Community Center-2517	Utilities	57.00

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
11/08/2023	78139	Gener	Peak Performance Imaging Solutions	Monthly IT Suport - C/H	Computer Equipment/M	1,299.44
11/08/2023	78140	Gener	Pinnacol Assurance	Deductible-Police Department	Insurance	676.87
11/08/2023	78141	Gener	Quill Corporation	Cell Phone Case-New Finance Director	Supplies	42.99
11/08/2023	78141	Gener	Quill Corporation	Drawer Organizer/Entered Stamp/Deskpad-N	Supplies	33.37
11/08/2023	78141	Gener	Quill Corporation	Cleaning Supplies/Batteries/Rice Krispies Tre	Supplies	56.08
11/08/2023	78142	Gener	Rocky Mountain Bottled Water	Bottled Water Service	Supplies	66.98
11/08/2023	78142	Gener	Rocky Mountain Bottled Water	Stainless Steel H/C	Supplies	15.00
11/08/2023	78143	Gener	Ronald W. Carlson	Municipal Court Services 10/18/23-10/25/23	Legal Fees-Pros. Attorn	750.00
11/08/2023	78150	Gener	Waste Management JPMC	C/H - November 2023 Trash Pick Up	Utilities	568.17
11/08/2023	78152	Gener	Xcel Energy	809 Spruce Street/Gas & Electric	809 Spruce St. Utilities	269.32
11/08/2023	78152	Gener	Xcel Energy	301 Harrison Ave./Electric	EV Charging Station Util	1,856.67
11/08/2023	78153	Gener	Xerox Financial Services	October 2023 Copier Lease	Xerox Copier	173.95
11/06/2023	11062023	Gener	USAePay	USAePay Monthly Charge	Short Term Rental Merc	10.00
Total General Operating Expenditures:						46,573.35

High Country Developer Exendit

10/25/2023	78106	High	RG and Associates, LLC	Rail Yard Stop Work Items Review	Consultant Fees	145.00
Total High Country Developer Exendit:						145.00

Police Department

10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-10	Gas and Oil	58.29
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	95.57
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	92.75
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	78.46
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-15	Gas and Oil	61.59
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	186.35
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-10	Gas and Oil	79.20
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	154.19
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	117.04
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	64.17
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-15	Gas and Oil	182.80
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	214.52
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	24.25
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-10	Gas and Oil	105.76
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	99.45
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	45.14
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	87.81
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-15	Gas and Oil	179.67
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	159.83
10/18/2023	78054	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	52.02
10/18/2023	78058	Police	Charter Communications	P/D - Telephone & Internet (30%)	Telephone	102.56
10/18/2023	78061	Police	Ford Motor Credit Company LLC	Payment 31 of 60/(2) 2021 Interceptors	Vehicle Lease Payment	1,694.03
10/18/2023	78061	Police	Ford Motor Credit Company LLC	Payment 33 of 60/(3) 2020 Interceptors	Vehicle Lease Payment	2,501.65
10/18/2023	78063	Police	Joanna Lopez	CBI - Evidence pick up	Travel	115.25
10/18/2023	78067	Police	O'Reilly Automotive, Inc.	Oil/Filter for GMC Yukon City - PD	Gas and Oil	50.66
10/18/2023	78068	Police	O'Rourke Media Group, LLC	Local Website Ad - LHD/Classified Display L	Other Expenses	401.25
10/18/2023	78074	Police	Professional Document Solutions, Inc.	Monthly Copier Usage/Sept 2023	Office Equipment Expen	56.80
10/18/2023	78080	Police	Verizon Wireless	P/D Cell Phones & Tablets	Telephone	1,010.13
10/18/2023	78081	Police	Xerox Financial Services	September 2023 Copier Lease	Xerox Copier Lease	173.95
10/25/2023	78089	Police	Century Link	P/D Direct Redundancy Line	Telephone	178.17
10/25/2023	78103	Police	O'Rourke Media Group, LLC	Classified Display Ad - Sept	Other Expenses	700.00
10/25/2023	78114	Police	Xcel Energy	PD/800 Harrision Ave (16%)	Utilities	195.07
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-10	Gas and Oil	66.11
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	99.52
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	61.02

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	182.48
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-15	Gas and Oil	91.02
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	162.04
11/08/2023	78116	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	77.12
11/08/2023	78118	Police	BigHorn Hardware	Screws for Range Trailer	Supplies	26.76
11/08/2023	78121	Police	Charter Communications	P/D - 2nd Modem	Utilities	55.31
11/08/2023	78129	Police	Ford Motor Credit Company LLC	Payment 32 of 60/(2) 2021 Interceptors	Vehicle Lease Payment	1,694.03
11/08/2023	78129	Police	Ford Motor Credit Company LLC	Payment 34 of 60/(3) 2020 Interceptors	Vehicle Lease Payment	2,501.65
11/08/2023	78137	Police	O'Reilly Automotive, Inc.	Wiper Blades	Equipment Repair & Mai	66.48
11/08/2023	78139	Police	Peak Performance Imaging Solutions	Monthly IT Suport - P/D	Computer Equipment/M	1,749.94
11/08/2023	78147	Police	Steve Nofziger	Towing & Processing of Abandoned Vehicles	Towing	200.00
11/08/2023	78153	Police	Xerox Financial Services	October 2023 Copier Lease	Xerox Copier Lease	173.95
Total Police Department:						16,525.81
Street Department						
10/18/2023	78054	Street	Acorn Petroleum	Fuel - 03 Ford PU	Gas and Oil	18.34
10/18/2023	78054	Street	Acorn Petroleum	Fuel - 938 Loader	Gas and Oil	86.38
10/18/2023	78054	Street	Acorn Petroleum	Fuel - Mac Truck	Gas and Oil	181.96
10/18/2023	78054	Street	Acorn Petroleum	Fuel - Plow Truck 1	Gas and Oil	67.09
10/18/2023	78054	Street	Acorn Petroleum	Fuel - Plow Truck 3 F250	Gas and Oil	89.49
10/18/2023	78056	Street	BigHorn Hardware	1/4" Nipple/Coupler Pipe	Building Repair & Maint	3.59
10/18/2023	78056	Street	BigHorn Hardware	Washer Wand & Coupling	Building Repair & Maint	33.58
10/18/2023	78056	Street	BigHorn Hardware	Torch Kit	Street Maintenance	19.99
10/18/2023	78056	Street	BigHorn Hardware	1/2" x 5 1/2" Concrete Anchor Bolts	Street Maintenance	38.00
10/18/2023	78058	Street	Charter Communications	S/D - Telephone & Internet	Telephone	104.94
10/18/2023	78065	Street	Leadville Rental Center LLC	Washer Rental for 11th & Harrison Culvert	Street Maintenance	155.01
10/18/2023	78066	Street	NAPA Auto Parts	Clutch Pack for International Dump Truck	Vehicle Repairs	899.72
10/18/2023	78066	Street	NAPA Auto Parts	2 - Truck Charger/Jump Start	Small Equipment	478.00
10/18/2023	78066	Street	NAPA Auto Parts	Oil Filters for PD Patrol Vehicles	Vehicle Repairs	125.28
10/18/2023	78067	Street	O'Reilly Automotive, Inc.	Pump for Retrieval	Equipment Repair & Mai	17.99
10/18/2023	78067	Street	O'Reilly Automotive, Inc.	Tire Patch	Equipment Repair & Mai	48.95
10/18/2023	78068	Street	O'Rourke Media Group, LLC	Local Website Ad - CCT (8/30)	Other Expenses	100.00
10/18/2023	78069	Street	Parkville Water District	Street Dept - 1033	Utilities	71.50
10/18/2023	78079	Street	Tyler Henning	Meal Reimbursement - Denny's	Travel	30.82
10/18/2023	78079	Street	Tyler Henning	Reimb Work Clothes	Uniform Allowance	262.16
10/18/2023	78079	Street	Tyler Henning	Reimb DOT Medical Exam	Physicals and Tests	80.00
10/18/2023	78080	Street	Verizon Wireless	S/D Cell Phones	Telephone	122.31
10/25/2023	78087	Street	Auto Truck Group	Cutting Egde Kit	Street Materials	820.00
10/25/2023	78088	Street	BigHorn Hardware	Work Boot Laces - C. Conter	Uniform Allowance	5.99
10/25/2023	78088	Street	BigHorn Hardware	Air Couplers for Hose Reel	Small Equipment	23.87
10/25/2023	78088	Street	BigHorn Hardware	Cement/Silicon Caulk & Caulk Gun	Building Repair & Maint	27.97
10/25/2023	78088	Street	BigHorn Hardware	Cement/Silicon Caulk	Building Repair & Maint	17.98
10/25/2023	78093	Street	Hardline Equipment	Street Sweeper Brushes/Conveyor	Street Materials	1,455.72
10/25/2023	78093	Street	Hardline Equipment	Main Broom/Front Broom/Side Brush	Street Materials	1,311.00
10/25/2023	78094	Street	John Deere Financial	1/2 Dr 15 Flex Handle	Building Repair & Maint	28.99
10/25/2023	78094	Street	John Deere Financial	C. Conter Work Clothing	Uniform Allowance	173.94
10/25/2023	78094	Street	John Deere Financial	F. Rogowski Work Clothes	Uniform Allowance	374.95
10/25/2023	78094	Street	John Deere Financial	J. Boyden Clothing for work	Uniform Allowance	81.98
10/25/2023	78094	Street	John Deere Financial	Hoody/Pants - C. Conter	Uniform Allowance	87.98
10/25/2023	78094	Street	John Deere Financial	Work Shirt/Pants - F. Rigowski	Uniform Allowance	179.96
10/25/2023	78094	Street	John Deere Financial	Work Flannel Clothing - C. Conter	Uniform Allowance	64.47
10/25/2023	78094	Street	John Deere Financial	Work Shirt/Pants - J. Boyden	Uniform Allowance	67.97
10/25/2023	78094	Street	John Deere Financial	Misc Connectors for Gas Reel	Small Equipment	72.98
10/25/2023	78096	Street	Lake County Treasurer	Sept Trash Drop Off	Landfill	678.00
10/25/2023	78099	Street	Mike Stepisnik	Pants/Shirts/Gloves - M. Stepisnik	Uniform Allowance	199.63
10/25/2023	78099	Street	Mike Stepisnik	Work Boots - M. Stepisnick	Uniform Allowance	193.49

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
10/25/2023	78101	Street	NAPA Auto Parts	Rotors/Brakes for 2017 F250	Vehicle Repairs	441.49
10/25/2023	78102	Street	O'Reilly Automotive, Inc.	Brake Pads & Rotor	Vehicle Repairs	255.74
10/25/2023	78102	Street	O'Reilly Automotive, Inc.	Nitrile Gloves & Tram Sensor	Vehicle Repairs	125.89
10/25/2023	78103	Street	O'Rourke Media Group, LLC	Classified Display Ad - Sept	Other Expenses	195.00
10/25/2023	78107	Street	RQX Inc	Prep & Pave W 4th & Pine - 1200 sqft	Street Maintenance	11,844.00
10/25/2023	78108	Street	Silver City Printing	Printer Ink for Mechanic Printer	Supplies	55.44
10/25/2023	78109	Street	Snap-On Credit LLC	Ethos Edge Diagnostic Software Update Fee	Computer Equipment/M	38.92
10/25/2023	78110	Street	Tony Medina	Printer Ink for Office	Supplies	30.34
10/25/2023	78110	Street	Tony Medina	Work Shirts/Pants/Hoodies - T. Medina	Uniform Allowance	186.66
10/25/2023	78112	Street	Tyler Henning	Travel meal - T. Henning Reimb	Travel	47.23
10/25/2023	78113	Street	Wagner Equipment Company	Oil Sample Kits	Equipment Repair & Mai	213.96
10/25/2023	78113	Street	Wagner Equipment Company	Back-up Alarm for 928 Loader	Equipment Repair & Mai	242.73
10/25/2023	78113	Street	Wagner Equipment Company	Refund Duplicate Payment 62C065145	Equipment Repair & Mai	635.73-
10/25/2023	78113	Street	Wagner Equipment Company	Cutting Edges for Loader/Grader	Street Materials	2,559.70
10/25/2023	78113	Street	Wagner Equipment Company	Labor on Warranty Work	Equipment Repair & Mai	106.00
10/25/2023	78113	Street	Wagner Equipment Company	Supply Parts 500 SVC Hour Agreement	Equipment Repair & Mai	367.03
10/25/2023	78114	Street	Xcel Energy	SD/326 E. 6th St.	Utilities	45.70
10/25/2023	78114	Street	Xcel Energy	SD/330 E. 6th St.	Utilities	483.07
11/08/2023	78115	Street	ACA Products	4th & Pine Paving	Street Materials	2,793.97
11/08/2023	78116	Street	Acorn Petroleum	Fuel-03 Ford PU	Gas and Oil	75.11
11/08/2023	78116	Street	Acorn Petroleum	Fuel-2021 Mac Dump	Gas and Oil	249.14
11/08/2023	78116	Street	Acorn Petroleum	Fuel-Plow Truck #2	Gas and Oil	86.39
11/08/2023	78116	Street	Acorn Petroleum	Fuel-Plow Truck 3 F250	Gas and Oil	77.48
11/08/2023	78116	Street	Acorn Petroleum	Fuel-03 Ford PU	Gas and Oil	73.07
11/08/2023	78116	Street	Acorn Petroleum	Fuel-CAT #3 930	Gas and Oil	93.69
11/08/2023	78116	Street	Acorn Petroleum	Fuel-Mac Truck	Gas and Oil	327.73
11/08/2023	78116	Street	Acorn Petroleum	Fuel-Plow Truck #1	Gas and Oil	110.18
11/08/2023	78116	Street	Acorn Petroleum	Fuel-Plow Truck #2	Gas and Oil	127.96
11/08/2023	78118	Street	BigHorn Hardware	Fushion Alk 9V Battery 2 pk	Supplies	9.99
11/08/2023	78118	Street	BigHorn Hardware	AA Batteries for Hand Held Tools	Supplies	17.98
11/08/2023	78119	Street	Capital One Trade Credit	Welding Hose Reel/IRT 3/8" Hose	Street Materials	495.37
11/08/2023	78122	Street	Colorado Asphalt Services, Inc.	Cold Patch Asphalt	Street Materials	1,341.60
11/08/2023	78132	Street	GM Asphalt Repair LLC	Paving of 100 & 200 Block E 8th Street	Street Maintenance	104,580.00
11/08/2023	78136	Street	Leadville Sanitation District	Street Dept/6th St. & Hazel St. - 1178	Utilities	197.38
11/08/2023	78137	Street	O'Reilly Automotive, Inc.	Hydrolic Line for Snow Plow Repair	Equipment Repair & Mai	25.46
11/08/2023	78138	Street	Parkville Water District	Street Dept - 1033	Utilities	71.50
11/08/2023	78139	Street	Peak Performance Imaging Solutions	Monthly IT Suport - S/D	Computer Equipment/M	225.24
11/08/2023	78141	Street	Quill Corporation	Can Liners 55-60 Gallon	Supplies	252.36
11/08/2023	78145	Street	Silver City Printing	Ink for Printer-S/D	Computer Equipment/M	28.53
11/08/2023	78148	Street	Tyler Henning	Fuel/2020 F250	Gas and Oil	97.55
11/08/2023	78148	Street	Tyler Henning	Diesel for 928 Loader	Gas and Oil	100.00
11/08/2023	78148	Street	Tyler Henning	Fuel/2017 F250	Gas and Oil	42.53
11/08/2023	78149	Street	Wagner Equipment Company	Supply Kit for 1000 SVC on 928G Loader	Equipment Repair & Mai	247.64
11/08/2023	78149	Street	Wagner Equipment Company	140H Grader Service Kit	Equipment Repair & Mai	343.62
11/08/2023	78149	Street	Wagner Equipment Company	928G Loader Service Kit	Equipment Repair & Mai	33.63
11/08/2023	78151	Street	Wellness Screening LLC	DOT Random Drug Screening - Arthur Stepis	Physicals and Tests	143.87
10/16/2023	10162023	Street	Loan Payment Processing Center	Street Department/2021 Motor Grader Paym	Vehicle Lease Payment	6,603.73
10/23/2023	10232023	Street	Loan Payment Processing Center	Street Department/2021 Loader Payment 29	Vehicle Lease Payment	3,718.74
10/27/2023	10272023	Street	Loan Payment Processing Center	Street Department/2022 Sweeper Payment 1	Vehicle Lease Payment	4,906.20
Total Street Department:						153,002.78
URA Expenditures						
10/25/2023	78104	URA E	Pel-Ona Architects & Urbanists LLC	Professional Design Services/Affordable Hou	Professional Svcs - UR	409.50
Total URA Expenditures:						409.50

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Wildland Supplemental Program						
10/18/2023	78056	Wildla	BigHorn Hardware	Brackets for Shelving - Station II	Station II	65.78
10/18/2023	78056	Wildla	BigHorn Hardware	Station II Supply Room Shelves	Station II	160.91
11/08/2023	78117	Wildla	Antero Septic Corporation	October 2023 Septic at Headwaters Training	Headwaters Training Ce	90.00
Total Wildland Supplemental Program:						316.69
Grand Totals:						512,344.25

Report Criteria:
Report type: GL detail



AGENDA ITEM #8A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: November 21, 2023

SUBJECT: Resolution No. 25, Series of 2023 - A Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Staff requests that council approve Resolution No. 25, Series of 2023 - a Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day.

II. BACKGROUND INFORMATION:

Colorado Gives Day is an opportunity to celebrate the impact of coming together and lifting up our local communities. The Colorado Gives Foundation created the Colorado Gives Day platform to make it easy to find something to be passionate about with over 3,400 non-profits to support. Since 2010, people and entities have been supporting nonprofits through Colorado Gives Day, raising more than \$415 million to help our communities thrive.

Through the Colorado Gives Day platform, the City of Leadville ("City") has the freedom to choose the causes that resonate with our community and to collaborate with nonprofits that are working to make good happen in Colorado. The opportunity to contribute opened on November 1, 2023 and continues through December 5, 2023. The City wishes to participate in Colorado Gives Day by

donating \$200 each to 15 different non-profits. At the regular City Council meeting on November 8, 2023, the City Council discussed this matter and agreed to this contribution and delegated to the Mayor the decision as to what charities to make the contribution.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is \$3,000 from the contingency fund.

IV. LEGAL ISSUES:

N/A.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 25, Series of 2023 - a Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day.

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. 25, Series of 2023 - a Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day.”

IX. ATTACHMENTS:

1. Resolution No. 25, Series of 2023 - a Resolution Authorizing a Financial Contribution to Certain Charities for Colorado Gives Day

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 25
SERIES OF 2023**

**A RESOLUTION AUTHORIZING A FINANCIAL CONTRIBUTION TO CERTAIN
CHARITIES FOR COLORADO GIVES DAY**

WHEREAS, Colorado Gives Day is an opportunity to celebrate the impact of coming together and lifting up our local communities; and

WHEREAS, the Colorado Gives Foundation created the Colorado Gives Day platform to make it easy to find something to be passionate about with over 3,400 non-profits to support;

WHEREAS, since 2010, entities have been supporting nonprofits through Colorado Gives Day, raising more than \$415 million to help our communities thrive;

WHEREAS, through the Colorado Gives Day platform, the City of Leadville (“City”) has the freedom to choose the causes that resonate with our community and to collaborate with nonprofits that are working to make good happen in Colorado;

WHEREAS, the opportunity to contribute opened on November 1, 2023 and continues through December 5, 2023; and

WHEREAS, the City wishes to participate in Colorado Gives Day by donating \$200 each to 15 different non-profits.

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

The City Council hereby authorizes a financial contribution to Colorado Gives Day totaling \$3,000 comprised of individual contributions of \$200 to 15 different charities; and

The City Council hereby authorizes the Mayor to choose the charities from the Colorado Gives Day list of non-profits.

This Resolution shall be effective upon its adoption.

**ADOPTED this 21st day of November 2023 by a vote of ___ in favor, ___ against,
_____ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk



Lake County Office of Emergency Management



November 10, 2023

Subject: Overview of Emergency Operations Plan (EOP) Changes

Mayor, City Council Members, City Administrator,

Thank you for your time during your October 3rd meeting to provide feedback and guidance on changes to the updated Lake County Emergency Operations Plan (EOP). Since my presentation in October, I have made changes to the EOP based on stakeholder feedback and review, and the most updated document sits in your packet today. Please see below an overview of changes made.

Respectfully,

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

Claire Skeen
Lake County Office of Emergency Management Director

Overall Changes to EOP

- Overall formatting, inserting of Table of Contents, page numbers, inserting EOC org chart, typo corrections.
- Inserting of Lake County Board of County Commissioners Resolution 2023-16
- Addition of referring to Lake County BOCC Resolution 2023-15 that amended Resolution 2011-31 to authorize the County Manager to declare a disaster emergency and commit to pre-disaster spending, and also raised the County's pre-disaster spending limit from \$100,000 to \$250,000.
- Removed Leadville Police Chief from signatories, can add in at a later date. This allows OEM to meet and discuss the EOP with appropriate parties.
- Page 16: Hazard descriptions: added a post-fire flooding call-out under flooding.
- Page 18: Removed that Lake County would be going through the CEPA process in 2023. This has been moved to 2024.
- Page 19: CWPP project updates, adding six acres and 2023 CMC project,
- Page 66: Updated Job Description language for Emergency/Disaster Responsibilities for County Employees
 - Notice of Emergency/Disaster Responsibilities
 - All Lake County Employees may be required to work as a Disaster Service Worker when a local declaration of emergency or disaster is declared by the Board of County Commissioners. To be prepared for this role, all employees and emergency service function (ESF) leads will attend emergency management trainings and exercises as requested by the Director of Emergency Management. With advanced notification from

OEM, employees will make reasonable efforts to attend training events in coordination with other employees and supervisors.

- Page 69: Added Resolution 2023-15 (see above) to Finance Authorities and Policies
- Page 75: Added South Central Region All-Hazards partnership to Integrated Preparedness Planning, along with DHSEM
- Page 77: Added Resolution 2023-16 and 2023-15 to Local Authorities
- Board of Health references:
 - Page 41: LCPHA R/R: Provide situational assessments and recommendations to the Lake County Board of Health, who is comprised of the Lake County Board of County Commissioners.
 - Page 77: Lake County Public Health Authorities are derived from the Lake County Board of County Commissioners, who also sit as the Lake County Board of Health. The Lake County Board of Health provides direction, oversight, and guidance to Lake County Public Health Agency.
- Updated Appendix 2, Table 2 to show Disaster Declaration Annex reviewed for 2023.
- Appendix C: Added section on the creation of the Urgent Incident Response Fund from Colorado House Bill 23-1270.

Specific Changes from Leadville-Lake County Fire Rescue

- Page 38: Clarified responsibilities and roles surrounding evacuation for LLCFR, highlighting that it is incident specific with the idea that life-safety is the priority.
- Page 41: Removed LLCFR from assisting with animal evacuation and shelter.
- Page 63: Highlighting that the Digital Trunk Radio System (DTRS) 800Mhz is not the primary method of radio communications for LLCFR during a wildfire or any Immediately Dangerous to Life or Health (IDLH) environment and that LLCFR will utilize the VHF system in these circumstances.
- Conversations surrounding the Emergency Fire Fund (EFF) and Wildland Emergency Response Fund (WERF)

Other Items of Note:

- The EOP received the following approvals:
 - County Commissioners on October 19th
 - Lake County School District October 26th
 - St. Vincent's General Health Board of Directors on October 23rd
- The OEM Director will be meeting with non-profit and other local partners throughout 2024 to discuss the new Recovery Plan and the best path forward for communication and collaboration. In addition, Recovery will be an aspect of the 2024 training and exercise calendar with a tabletop scheduled in October to follow the September Full Scale Exercise.



Emergency Operations Plan

Lake County

October 2023

PREPARED BY

Claire Skeen

Director

Lake County Office of Emergency
Management

CONTACT US

700 East 10th Street

Leadville, CO 80461

lakecountyoem@gmail.com

Lake County is dedicated to a whole-community approach in all county programs and services. This whole-community approach includes individuals with disabilities and access and functional needs (AFN). Reasonable accommodations are available upon request. For more information, please contact the Lake County Public Health Agency at 719-486-2413 Ext 1 or for Spanish, 719-427-0012

RESOLUTION NO. 2023-16

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY,
COLORADO**

**RESOLUTION ADOPTING THE EMERGENCY OPERATIONS PLAN FOR THE
COUNTY OF LAKE, STATE OF COLORADO**

WHEREAS, pursuant to the requirements of C.R.S. §24-33.5-707(8), each County disaster agency shall prepare and keep current a county disaster emergency plan for its area; and

WHEREAS, the purpose of the Presidential Policy Decision Directive is to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system; and

WHEREAS, the Board’s Resolution 2023-15 entitles the County Manager and/or Director of the Office of Emergency Management to declare a county-wide disaster in absence of the Board and further authorizes the Director of Emergency Management, the Sheriff and a singular Commissioner or County Manager to spend up to \$200,000 to respond to an emergency or disaster situation; and

WHEREAS, furthermore, the Director of Emergency Management and County Manager have pre-disaster authorization from the Board of mobilize resources and request mutual-aid assistance to respond effectively and quickly to an incident; and

WHEREAS, the Board desires to adopt the updates 2023 Emergency Operations Plans (EOP) and supporting plans and annexes.

NOW, THEREFORE, BUT IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE, STATE OF COLORADO that:

Section 1. The Emergency Operations Plan for the County of Lake, State of Colorado, attached as exhibit “A” and all supporting documents, plans and annexes referenced are hereby adopted. These supporting documents can be found listed in Appendix A of the EOP.

Section 2. The Board finds that approval of the Lake County Emergency Operations Plan is in the best interest of the health, safety, and welfare of Lake County residents and visitors.

Section 3. The Board hereby reaffirms Lake County’s commitment to the use of the National Incident Management system.

Section 4. The Board approves the Lake County Emergency Operations Plan and authorizes the Director of Emergency Management to administer and implement the plan for Lake County.

Section 5. The Director of Emergency Management is authorized to make non-substantive changes to the EOP as necessary. Any major changes proposed by the Director of Emergency Management shall be reviewed by the Board and approved or disapproved by the Board. Any changes approved by the Board shall be adopted by resolution.

Section 6. The Board delegates to the Lake County Director of Emergency Management the authority and responsibility for coordination, mission tasking implementation and management of emergency and disaster planning and response for Lake County Government and Elected Lake County Offices.

Section 7. The Board authorizes the Director of Emergency Management to facilitate, mission task and coordinate direct assistance by the appropriate and necessary Elected Offices and County Departments to assist in an emergency or disaster before a declaration of emergency or disaster is issued.

MOVED, READ AND ADOPTED by the Board of County Commissioners of the County of Lake, State of Colorado, at a special meeting held on the 19th day of October 2023.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

Sarah Mudge, Chair

Kayla Marcella

Jeff Fiedler

ATTEST:

Tracey Lauritzen, Clerk & Recorder
Lake County, Colorado and *ex-officio*
Clerk to Board

PROMULGATION

Please see the Lake County Emergency Operations Plan (EOP). This plan supersedes the previously issued Lake County Comprehensive EOP (dated 10/18/2018) and provides a flexible framework for emergency operations in the County. It has been approved by the Lake County Board of County Commissioners and the Leadville City Council. It will be reviewed and re-certified at least every three (3) years. The Lake County Office of Emergency Management is responsible for the facilitation of regular updates and testing of the EOP.

The EOP, including all associated plans, annexes, and appendices, provides a comprehensive framework for system-wide emergency management. It addresses the roles and responsibilities of emergency management and response agencies in Lake County, as well as partner agencies, and provides a link to federal, state, local, territorial, tribal, and private organizations and resources that may be called upon to assist and participate in response to incidents that occur throughout the County. It has been circulated to the Lake County and City of Leadville government agencies as well as special districts for concurrence and partner agencies at the state and federal level.

Each participating organization with a role in an emergency shall develop its own emergency operations plan in support of the Lake County EOP. These annexes and plans will indicate how the agency, department or enterprise will implement its specific support to the Lake County EOP. Participating agencies shall submit copies of these plans to the Lake County Office of Emergency Management (OEM).

The EOP has been developed taking into consideration recognized State and Federal guidance that includes Federal Emergency Management Agency (FEMA) Target Capabilities List; FEMA Core Capabilities; National Preparedness Framework; National Incident Management System (NIMS) FEMA's Comprehensive Preparedness Guide (CPG) 101; FEMA CPG 201; Colorado Emergency Management Program Guidance; and relevant laws and authorities pertinent to emergency management.

The EOP is designed to minimize the disruption of each agency's mission by establishing a system of collaboration during times of crisis. To meet this goal, it is imperative that all County, partner, and stakeholder agencies and their personnel prepare, train, exercise, equip, and execute their required roles and responsibilities in accordance with this EOP.

The plan, when used properly and updated annually, will assist local government officials in preparing for, responding to, and recovering from the consequences of natural, technological, or human-caused disasters. This plan and its provisions will become official when it has been signed and dated by the concurring government officials.

Signed this 19th day of October, 2023.

Sarah Mudge
Chair, Lake County Board of County Commissioners

INTRODUCTION

Provided in the following document is the Lake County EOP. This document includes the framework for Lake County's plan to manage all-hazard emergency situations. Emergency situations can occur at any time, whether they are natural or human-caused, and this EOP enhances the County's emergency management system to help prevent, prepare for, respond to, recover from, and mitigate against any and all hazards that threaten the safety and security of the people, resources, equipment, and environment of the County.

Lake County is vulnerable to a variety of hazards, which are referenced later in this document. The EOP is critical to implementing and conducting emergency management activities within the jurisdiction.

This EOP includes information for the preparation, response, recovery, and mitigation for an all-hazards approach to emergency management. Additional all hazard annexes are referenced and linked to coordinate with this plan. This EOP also includes information relating to the County's hazard and risk assessment and capability assessment. Additional plans and partnerships that collaborate with the EOP include Continuity of Operations Plan, Alert and Warning, Mass Fatality, Hazard Mitigation, HAZMAT, Colorado Emergency Preparedness Assessment (CEPA), Wildfire, Severe Storm, Mass Care and Sheltering, Evacuation (including animals/livestock), Emergency Operations Center (EOC) Activation, Resource Mobilization, and Debris Management.

This plan supersedes the previously issued Lake County EOP dated October 18, 2018, and is effective as of the date signed below. The EOP, including all associated annexes and appendices, provides a comprehensive framework for systemwide emergency management. It addresses the roles and responsibilities of agencies within Lake County, as well as partner agencies, and provides a link to federal, state, local, territorial, tribal, and private organizations and resources that may be called upon to assist and participate in response to incidents that occur throughout the locations that may default to this EOP aligned with Colo. Rev. Stat. § 24-33.5-707.

The EOP, including all associated annexes and appendices, is considered a living document, and shall be continuously updated and revised to reflect lessons learned during incident response and exercise play. It will be reviewed annually and updated as applicable. Recipients are requested to advise the Director of Emergency Management of any changes that might result in improving the EOP. The Director of Emergency Management has the authority to accept or reject changes to the EOP and may defer this authority to designated individuals. The EOP shall be reviewed every three (3) years and presented to the Lake County Board of Commissioners and the City of Leadville for review and approval.

APPROVAL AND IMPLEMENTATION

While the Lake County Continuity of Operations Plan (COOP) seeks to manage the continued delivery of critical and essential government services in times of disaster, the EOP guides the delivery of those emergency services needed specifically under emergency conditions.

The EOP has been written to align with Comprehensive Planning Guide version 3.0 (CPG- 101 dated Sept 2021) and National Response Framework (NRF) federal guidelines (NRF, Oct 2019), National Disaster Recovery Framework (NDRF) and integrates Lake County mitigation, prevention, preparedness, response, and recovery concepts. The EOP aids maintenance of the plan through use of emergency support functions that align with the EOP of the State of Colorado and the Federal Response and Recovery Frameworks.

The Emergency Operations Plan (EOP) describes the mechanism and structure by which Lake County mobilizes resources and conducts activities to address the consequences of any major disaster or emergency to save lives, protect public health, safety, and property, alleviate damage and hardship, and reduce future vulnerability. This plan supersedes all previous plans.

All department directors are charged with doing their utmost to prepare their departments to function during and after emergencies and disasters in support of the citizens and partners of Lake County. The Basic Plan, Emergency Support Functions, topic specific, incident response annexes are located with the Office of Emergency Management. All Lake County Line of Succession personnel, Department Directors, and recipients of the EOP should review this document and become familiar with their obligations and responsibilities. All departments are responsible for updating their portion of the COOP. The Office of Emergency Management will provide annual COOP training and is available to provide directorates with individual help as requested.

By signing this document, governments, districts, and non-governmental organizations commit to; support the concept of operations and carry out the assigned functional responsibilities to ensure the orderly and timely delivery of emergency assistance; cooperate with the Director of the Office of Emergency Management appointed by the Board of County Commissioners to provide effective oversight of disaster operations; make maximum use of existing authorities, organizations, resources, systems, and programs to reduce emergency response costs; form partnerships with counterpart State agencies, voluntary disaster relief organizations and the private sector.

Sarah Mudge, Chair
Lake County Board of County Commissioners

Heath Speckman
Lake County Sheriff

Greg Labbe, Mayor
City of Leadville

Daniel Dailey, Chief
Leadville-Lake County Fire Rescue

Francine Webber, Board Chair
St. Vincent General Hospital District

Jeremiah Grantham, Director
St. Vincent General Hospital EMS

Bethany Massey, Superintendent
Lake County School District

RECORD OF CHANGES

The master copy of the Lake County Emergency Operations Plan (EOP) will annotate all changes. Should the changes be significant, updates shall be available to the responsible agencies. If not, the planning team will review all changes and incorporate them into the plan during the next scheduled update.

Date Posted	Summary of Changes	Page/Paragraph /Line	Recommending Agency & Authorizing Agent
31 JAN 18	Comprehensive Update	All	Lake County OEM, Libby Nelson
19 OCT 23	Comprehensive Update	All	Lake County OEM, Claire Skeen

ADMINISTRATIVE HANDLING INSTRUCTIONS

All agencies receiving the plan are responsible to safeguard, handle, transmit, and store in accordance with appropriate security directives from the Lake County Office of Emergency Management. Portions of the complete plan are suitable for public distribution according to the Colorado Open Records Act. Portions of this plan, including the supporting plans, annexes, appendices, attachments and implementing procedures associated with this plan that contain sensitive information will be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more Freedom of Information Act (FOIA) exemptions.

RECORD OF DISTRIBUTION

The following table of individuals and organizations constitute the multi-agency coordination (MAC) group. Many of these organizations also participate in the Lake County Emergency Services Council, which acts as the Local Emergency Planning Committee (LEPC). These meetings are held six times a year, in person at Colorado Mountain College – Leadville and virtually to discuss emergency planning, response, mitigation, and recovery and community activities.

All agencies receiving the plan are responsible to safeguard, handle, transmit, and store in accordance with appropriate security directives from the Lake County Office of Emergency Management. Portions of the complete plan are suitable for public distribution according to the Colorado Open Records Act. Portions of this plan, including the annexes, appendices, attachments and implementing procedures with this plan that contain sensitive information will be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more Freedom of Information Act (FOIA) exemptions.

Department/Agency	Contact Person	Number of Copies
American Red Cross	Cori Tanner	1
Bright Start	Kayla Marcella	1
Central Mountains Regional Emergency Medical Trauma Advisory Council	Sarah Weatherred	1
City of Leadville Administrative Services Manager	Laurie Simonson	1
City of Leadville Council Members	Hannah Scheer	1
City of Leadville Police Department	Ken Chavez	1
Climax Mine	Matt Main	1
Colorado Division of Homeland Security and Emergency	Meredith Nichols	1

Management		
Colorado State Patrol	Greg Muse	1
Lake County Airport	Josh Adamson	1
Lake County Assessor's Office	Mark Wadsworth	1
Lake County Attorney	Chris Floyd	1
Lake County Build a Generation	Keisha Massarotti	1
Lake County Building Department	Anne Schneider	1
Lake County Clerk and Recorder	Tracey Lauritzen	1
Lake County Commissioners	Sarah Mudge	3
Lake County Coroner	Alexander Krieg	1
Lake County Information Technology	Tom Hetman	1
Lake County Landfill	Michael Irwin	1
Lake County Library	Brena Smith	1
Lake County Maintenance	Michael Irwin	1
Lake County Public Health	Kelsy Maxie	1
Lake County Communications Department	Sara Edwards	1
Lake County Public Works	Michael Irwin	2
Lake County Recreation Department	Adam Beh	1
Lake County School District, R-1	Bunny Taylor	1
Lake County Search and Rescue	Becky Young	1
Lake County Sheriff's Office	Heath Speckman	1
Lake County Treasurer	Padraic Smith	1
Leadville Animal Shelter	Caitlin Kuczko	1
Leadville and Lake County Fire Rescue	Dan Dailey	3
Leadville Race Series	Tamira Jenlink	1
Leadville Sanitation District	Angelina Salazar	1
Parkville Water District	Greg Teter	1
Regional Explosives Unit	Chris Chenoweth	1
St. George Episcopal Church & Community Meals	Melissa Earley	1
St. Vincent General Hospital District [SVGHD]	Andy Dreesen	1
SVGHD Emergency Medical Services	Jeremiah Grantham	1
Solvista Mental Health	Mandy Kaisner	1
South Central Health Care Coalition	Kara Priscock	1
South Central Region VOAD	Bragan Washburn	1
Xcel Energy	Nathan Steele	1

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PURPOSE

The purpose of the Lake County Emergency Operations Plan (EOP) is to provide the framework under which Lake County government will address the consequences of emergencies where the people, animals, economy, or environment of the county may have been adversely impacted by a natural, technological, or human-made disaster. This plan considers the time-phased evolution of emergency efforts including preparedness, protection, prevention, mitigation, response, and recovery efforts. It identifies the primary programmatic obligations of Lake County and the City of Leadville governments before, during, and after emergencies and considers the complimentary roles of the private sector, non-profit service groups, volunteers, local, state, and federal government agencies.

The EOP focuses on Lake County response and recovery efforts and directs the reader to the Hazard Mitigation Plan, Continuity of Operations Plan (COOP), and Recovery Framework planning documents for details on the operation and management of those emergency obligations. These plans consider emergency authorities, direction and coordination of efforts, and resource and information management under conditions where proclamation of an emergency is necessary.

Furthermore, the purpose of the Lake County EOP is to:

- Outline the local approach and framework to emergency operations, and is applicable to Lake County, Colorado and the municipalities and townships within its boundaries.

- Provide general guidance for emergency management activities and an overview of our methods of prevention, protection, mitigation, preparedness, response, and recovery with the priorities for incident management being:
 1. Life safety,
 2. Incident stabilization and
 3. Property and Environmental protection.
- Describe functions of the Lake County Office of Emergency Management (OEM) and assign responsibilities for various emergency tasks.
- Present a framework for more specific Emergency Support Function annexes that describe in more detail the lead and supporting agencies and explain the roles and responsibilities of each.
- Provide references to supporting and incident response annexes, which detail specific response expectations and activities for local response personnel.

The EOP applies to all county officials, departments, and agencies. The primary audience for the document includes all chief elected officials, other elected officials, the OEM, county department and agency heads and their senior staff members, leaders of local agencies that support emergency operations and others who may participate in Lake County emergency prevention, protection, mitigation, preparedness, response, and recovery efforts.

GOALS AND OBJECTIVES

The goals and objectives of the Lake County Office of Emergency Management program are to protect public health and safety and preserve public and private property. The EOP is the general plan for managing incidents and describes the framework and processes used during emergencies in Lake County and the City of Leadville. Plans used by other agencies also provide details on authorities, response protocols, and technical guidance for incident response and management.

SCOPE

The Scope of this plan identifies when and under what conditions the application or activation of this plan is necessary.

The plan establishes fundamental policies, strategies, and assumptions for a countywide Emergency Operations Plan Program guided by the principles of the National Incident Management System.

- The EOP addresses the various types of emergencies that are likely to occur and the populations that are expected to be affected.

- The EOP establishes a Concept of Operations spanning the direction and control of an emergency from initial monitoring through post disaster response, recovery, and mitigation.
- The EOP defines inter-agency and inter-government coordination mechanisms to facilitate delivery of immediate response and recovery assistance.
- The EOP assigns specific functions to appropriate county agencies and organizations as well as outlines methods to coordinate with municipalities, the private sector, volunteer organizations, citizens and state and federal counterparts.
- The EOP identifies actions that county response and recovery organizations will take in coordination with municipal, state, and federal counterparts as appropriate, regardless of the magnitude of the disaster.

The EOP applies to the legal jurisdiction of Lake County and all unincorporated areas in Lake County (approximately 376.5 square miles). Elected officials in Lake County include the Board of County Commissioners, the Sheriff, the Clerk and Recorder, the Treasurer, the Assessor, and the Coroner. Each of these offices is independently elected and stands alone. Departments that report to each elected official(s) are accountable solely to that official(s).

This EOP applies to all legal jurisdictions of the City of Leadville (approximately 1 square mile) as defined in the City of Leadville Municipal Code. Elected officials in the City of Leadville include the Mayor, City Council Members, the City Clerk, and the City Treasurer. Departments that report to each elected official(s) are accountable solely to that official(s). Unless the City of Leadville appoints a local disaster agency, and adopts an emergency operations plan, this plan will include the City of Leadville when only “Lake County” is referenced in the text, C.R.S. 24-33.5-707.

The EOP applies to all special districts in Leadville and Lake County to include St. Vincent General Hospital District, Lake County School District, Sylvan Lakes Metro District, Brooklyn Heights Metro District, Leadville Sanitation District, and the Parkville Water District. Departments that report to each special district are accountable solely to that special district. The local and known HOAs with water authorities that are included in the EOP (not all are active) are Turquoise Lake Estates, Matchless Estates, Mountain Pines, Homestake, Silver Hills, Grand West, Elk Trail, Beaver Lakes, Mt. Massive Lakes, Homestake Trout Club, Ross Subdivision and Pan-Ark.

There are numerous plans that support and work in conjunction with the Lake County Emergency

Operations Plan. A list of supporting plans and annexes can be found in Appendix A.

SITUATION OVERVIEW

Geography

Lake County was founded in 1861 as one of the original 17 counties in Colorado and was named for Twin Lakes. The City of Leadville, or the Two-Mile-High City, is the county seat of Lake County. At an elevation of 10,152 feet, it is the highest incorporated city in the United States. Unincorporated areas of Lake County include Climax, Leadville North, Stringtown, Oro City, and Twin Lakes.

Located in Central Colorado, Lake County is one of the 64 counties within the State of Colorado in the United States. The highest natural point in Colorado and the entire Rocky Mountains is the summit of Mount Elbert in Lake County at 14,440 feet (4401.2 meters) elevation. The county seat and the only municipality in the county is the City of Leadville

Demographics¹

The U.S. Census estimated the County's population to be 7,428 in 2020 with 19.7 people per square mile. Approximately 20% of the County's population is under 18 years of age and 15.3% over 65 years of age. The racial distribution in the County is made up of 91.9% white, 1.2% Black or African American, 2.9% American Indian or Alaska Native, 1.2% Asian, 0.1% Native Hawaiian or other Pacific Islander, and 2.8% two or more races. Of these, 34.9% reported being of Hispanic or Latino origin. Based on a recent formal housing assessment from Economic & Planning Systems, Inc (EPS²) on Leadville and Lake County in 2018, we know that the local household AMI (Average Median Income) is \$47,000 but there is a shortage of affordable rental housing at 30-60% of the AMI. The study also revealed that there is a shortage of for sale homes in the 80- 110% AMI, making most of the county population unable to rent or buy homes.

Climate³

Lake County is considered a high mountain climate. The average mean temperature in the winter is 18°F, 31.3°F in the spring, 53.4°F in the summer and 37.4°F in the fall. Annually, the County and City of Leadville receives 15.69 inches of rain and 117.5 inches of snowfall.

The National Weather Service (NWS) office serving Lake County and the surrounding area is located

¹ <https://lakecountygov.co/census>

² <https://lakecountygov.co/housingneeds>

³ <https://lakecountygov.co/weather>

in Pueblo, Colorado. The Pueblo office provides forecasts, warnings and other meteorological information to the public, media, emergency management and law enforcement officials, the aviation community, and other customers. Serving as the nerve center for official government weather services across much of Southern Colorado, the staff at the NWS in Pueblo ensures the delivery of timely information on critical weather.

Hazard and Threat Analysis Summary

Identified hazards in Lake County, addressed in this plan, are included in the Lake County Hazard Mitigation Plan (HMP) approved by FEMA March 2019. As of September 2023, the County is currently going through an update to the HMP. The hazard specific appendices in this plan include only the hazards rated at High in Significance in Lake County, which does not preclude other types of hazards or incidents, and include drought, landslide, pandemic, severe winter storm, wildfire, and windstorm. The severity and impact of these hazards are dependent upon the population density around the incident and the location of the incident. Protection of Critical Infrastructure and Key Resources (CI/KR) is a priority of all response agencies. The rapid needs assessment annex describes this priority in detail. The Lake County EOP hazard analysis used the FEMA Publication 386-2 assessment tool.

Hazard	Dataset	Source
Winter Storms including extreme cold	NWS snowfall statistics NCDC Storm Events for Winter Storm and extreme cold Power Outages 2007-2012	NCDC Storm Events Database Xcel Energy
Subsidence including abandoned mines	USGS Landslide Incidence and Susceptibility	USGS National Landslide Hazard Program via National Atlas CGS – extent of coal mining along Front Range
Wildland/Grassland Fire	Incident Reports 1/1/2002 – 7/1/2012	LLCFR
Avalanche	Avalanche Paths Avalanche Road Paths	CAIC-CDOT

Flooding including dam failure	Digital Flood Insurance Rate Maps (DFIRMs) NFIP Policy & Claims Repetitive & Severe Repetitive Loss Properties Online database of dams Dam Inundation	FEMA NFIP NCDC Storm Events Database FEMA HAZUS-MH US Army Corps of Engineers National Inventory of Dams Database
Severe Storm including thunderstorm, wind, lightning, and hail	NCDC Storm Events Power Outages 2007-2012	NCDC Storm Events Database SVRGIS BCA probability Xcel Energy
Drought with extreme heat	U.S. Drought Monitor NCDC Storm Events for Drought	NCDC Storm Events Database U.S. Drought Monitor
Tornado	NCDC tornado frequency statistics NCDC Storm Events for Tornado Tracks and Touchdowns	NCDC Storm Events Database SVRGIS BCA probability
Earthquake	Significant US Earthquakes Peak Ground Acceleration Annualized Loss Estimates	USGS Earthquake Hazard Program via National Atlas Colorado Geological Survey FEMA HAZUS-MH

Hazard Description

Avalanche-The winter snowpack presents the danger of avalanche, particularly in the backcountry mountainous areas. They present a significant threat around ski resort areas. The increasingly heavy usage of the backcountry during the winter months has heightened this winter danger.

Climate change-Evolving research and studies regarding climate change shows all regions are affected by changing climates. This poses long-term economic, sociological, and public-health impacts, as well as direct public safety hazards. Mitigation efforts should include climate resiliency and plans should incorporate consequences of climate change.

Dam failure-Dam failure is a technological threat facing many communities. In the last 100 years, at least 130 of the more than 2,000 dams in the State have failed. The failure of any of these dams has

the potential of causing extensive property damage and possibly the loss of life.

Earthquake-the United States Geologic Survey National Earthquake Hazard Maps classify Colorado as having low to moderate earthquake risk.

Flooding-Flooding (flash and riverine) is a significant potential hazard to property in Lake County. Riverine, gully, and small stream flooding, caused by rapid snowmelt, can occur in May and June. Flash flooding, usually caused by heavy, stationary thunderstorms, most often occurs in the spring and early summer months and is possible in the fall months.

- Post-Fire flooding is a hazard discussed in the 2022 Community Wildfire Protection Plan and is of concern to Lake County. Goal #6 in the CWPP specifically addresses post fire response planning and tasks associated with mitigating the affects of post-fire flooding. As Lake County is at increased risk for wildfire, it is also at increased risk of flooding in burn zones.

Hazardous materials-Hazardous materials used in agriculture, industry, and in the home pose a daily hazard to people and the environment. Citizens in Lake County are vulnerable to the adverse effects of accidental leakage of hazardous materials or a deliberate act using these materials. The steady growth in the use of chemicals has resulted in an increased need to transport these materials. Hazardous materials are transported over many roadways throughout Lake County.

Hostage/Shooting/Terrorism- Lake County is at risk for hostage and/or shooting incidents. These incidents could take the form of threats and hoaxes, domestic violence or from people not affiliated with Lake County. Public safety officials take all threats of violence seriously.

Landslide-Landslides may occur by themselves or in conjunction with another natural event such as wildfire, severe winter snowmelt, or heavy rains. In past years, multiple landslides have occurred along the western side of Lake County (vicinity of Hagerman Road and the south side of Turquoise Lake).

Pandemic (Biological)- An epidemic/pandemic may come in waves and could last for months. At least 30% of the resident population may succumb to the epidemic/pandemic, which includes those responsible for response. Staffing shortages will be a problem.

Severe winter storm/severe weather-Winter storms in Lake County are occasionally severe enough to overwhelm snow removal efforts, transportation, utilities, livestock management, and business and commercial activities. All of Lake County is vulnerable to storms of disaster proportions. Municipal areas, with Lake County's larger populations, may be more vulnerable because of more complex, and interdependent services and utilities. Additionally, strong winds in Lake County may cause infrastructure problems and may possibly interrupt utilities.

Wildfires-Wildfire, both natural and human-caused, is a risk to which the entire county and State is susceptible. Prevention of this hazard is key. This proactive approach has been successful and includes subdivision pre-attack wildfire plans, public awareness campaigns including FireWise materials, hazard fuel reduction, slash collection and grinding. This does not preclude wildfires from occurring in Lake County.

Table 12. Lake County Vulnerability Analysis Results

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

Figure 1 Lake County Hazard Mitigation Plan (2019)

Threat and Hazard Identification and Risk Assessment (THIRA)

As of February 2017, the Lake County THIRA was approved and vetted via a public forum. The THIRA allowed Lake County to identify needed resources based on the hazards listed above. Additional information may be found in the THIRA through a request to Lake County Office of Emergency Management.

Colorado Emergency Preparedness Assessment (CEPA)

The Colorado Emergency Preparedness Assessment (CEPA) is a framework and tool to help state and local stakeholders assess risk, capabilities, and the potential need for support and resources during

emergencies or disasters. CEPA provides a standardized and repeatable process to better understand the capabilities at the county/local level and allows for the examination and analysis of regional or statewide trends.

Lake County participated in the CEPA process on October 27, 2020. While there were pre-workshop meetings, the most vital component was an in-person meeting between state and local subject matter experts (SMEs) to discuss and analyze risk and capability information and to identify potential resource gaps. This process also provides an opportunity to promote continued communication and coordination among state and local partners. Information obtained during the CEPA process helps the state to better plan for and respond to the needs of counties. The state will protect the information gathered during the CEPA process and will not share county specific data with any other parties (including other counties) unless specific consent is provided.

The figure below is an example of a completed Capability Assessment chart, showing the county's rankings of each core capability 1 through 5. Using the results from this capability assessment, Lake County was able to identify strong areas as well as any areas with gaps or weaknesses that might hinder mitigation or response operations or exacerbate any existing hazards or vulnerabilities. Lake County utilized this knowledge as part of the basis for this EOP as well as for the separate hazard mitigation plan that accompanies this EOP.

In summary, in 2019, 9 core capabilities were assessed as "very high", 18 as "high", 4 as "medium" and 1 as "low." Lake County has strengths in capabilities such as community resiliency, logistics and supply chain management, mass care services, planning, and public health. Lake County needs to enhance capabilities related to housing, fatality management, cybersecurity, intelligence and information sharing, and screening, search and detection. For a large incident, Lake County would need immediate outside resources related to mass care for animal sheltering, Emergency Operations Center staffing beyond 72 hours, fire suppression air support, mass fatality assistance and large HAZMAT incident support.

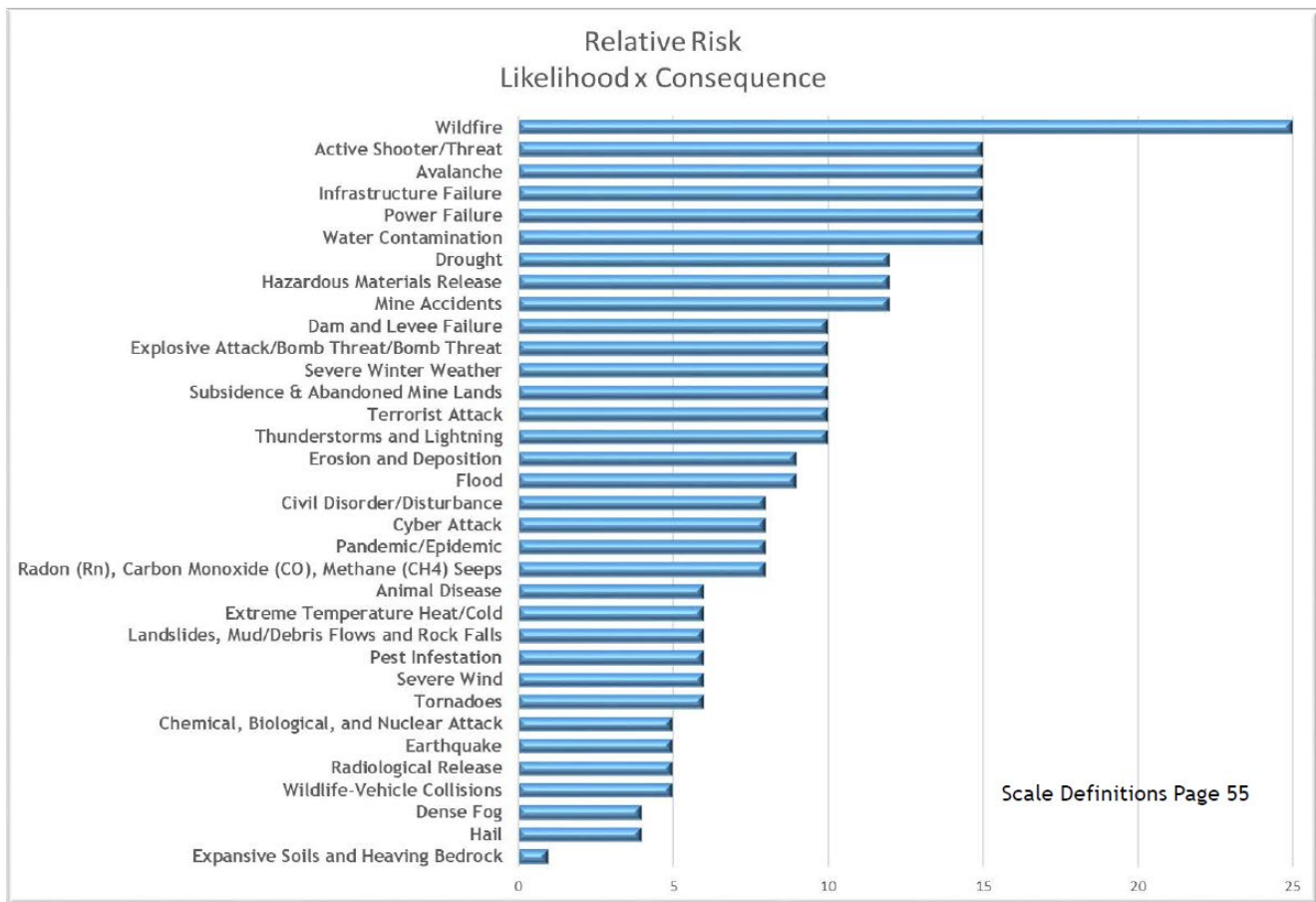


Figure 2 Lake County CEPA Results (2019)

Mitigation Measures

Mitigation measures conducted by Lake County are implemented prior to, during, and/or after an incident. The purpose of these measures is to help reduce exposure to, probability of, or potential loss from hazards. Lake County has been proactive in mitigation measures to help in sustaining a disaster-resilient community.

One measure is the Lake County Community Wildfire Protection Plan (CWPP), updated and approved by the Board of County Commissioners and partners on August 5, 2022. In a whole community planning effort, community input was integrated with the most current data and iterative geospatial modeling of wildfire risk and treatment priorities, combined with an assessment of community preparedness.

The CWPP set goals focused around committing funds to treat high priority acreage, preparing the

community for wildfire by providing educational opportunities to increase community resiliency surrounding personal evacuation planning, conducting trainings and exercises for Lake County Emergency Services regarding evacuations, and completing fire mitigation work, and post-fire response planning, among other goals. The full CWPP can be found on the Lake County OEM website, and by request through the OEM.

Lake County has made some early progress in meeting the goals of the CWPP. In the Summer of 2022, six acres was mitigated through a community partnership on County Road 4. In Summer 2023, crews mitigated large areas surrounding the Timberline Campus of Colorado Mountain College in Leadville. More projects are planned around the County, on both public and private land, for Summer 2023 and beyond.

In addition to the CWPP, Lake County OEM regularly partners with community organizations and government agencies, such as Leadville-Lake County Fire and Rescue, to provide community education and engaging in a public safety messaging campaign. This includes encouraging signups for the early alert and warning platform, Everbridge, to alert citizens and visitors in case of an incident. Lake County OEM has also been in discussions with the Lake County Community Planning and Development, as well as the Tourism Office, to discuss backcountry safety and how to better communicate with visitors and tourists.

Lake County OEM also facilitates multiple training and exercise opportunities throughout the year, including an annual Wildland Fire-based Tabletop Exercise in early spring.

Lake County utilizes the Leadville-Lake County Hazard Mitigation Plan (FEMA approved May 2019, updating cycle in progress as of September 2023) to identify natural hazards and prioritize mitigation projects and funding opportunities.

Through daily operations and duties of Lake County Departments, such as the Assessor's Office, Coroner, Community Planning and Development, and more, mitigation activities like tax collection, building code review, code enforcement, and healthy behavior promotion are routinely performed.

Provision of Assistance

Lake County requires a high degree of emergency services self-reliance and organic capacity due to the geographic isolation of Lake County and the likelihood of either a winter storm cutting off the jurisdiction or similar incidents occurring in surrounding jurisdiction. For example, the Waldo Canyon Fire in 2012 started the same day as the Treasure Fire in Lake County.

Lake County exercises and trains with the neighboring jurisdictions, regional resources (South Central All-Hazards Region and Northwest All-Hazard Region), and State of Colorado agencies as well as federal partners. These relationships enhance the capabilities of a small jurisdiction with limited response capabilities by facilitating rapid response and additional resources through practiced

procedures.

ASSUMPTIONS

Lake County may be subject to a variety of natural- and/or human-caused incidents. Lake County will commit all available resources to save lives and minimize injury to persons and infrastructure, the environment, and property both public and private. Disasters may occur at any time with little or no warning. In some instances, increased readiness measures and adequate warning may allow actions to be taken in advance. When a disaster exceeds Lake County's resources and response capabilities, the County will request help from the State of Colorado and/or from mutual aid organizations.

It is essential that elected officials and administrators, as well as local response agencies are familiar with the EOP, and individuals and organizations will appropriately execute their assigned responsibilities as defined in the EOP.

Lake County bases the EOP on an all-hazard approach to emergency planning. It addresses general functions performed during any emergency and relies on Emergency Support Annexes as well as incident specific annexes. Lake County has specific incident response annexes to address the most likely disaster scenarios identified in the Hazard Identification and Vulnerability Analysis (HIRA), the Threat and Hazard Identification and Risk Assessment (THIRA), Hazard Mitigation Plan (HMP) and the Colorado Emergency Preparedness Assessment (CEPA).

This EOP is based on the planning assumptions and considerations in this section:

- Incidents are typically managed at the lowest possible geographic, organizational, resource and jurisdictional level.
- All Lake County incident management activities will be initiated and conducted using the principles contained in the NIMS and follow the ICS framework.
- A disaster incident will require the Lake County Office of Emergency Management to coordinate Lake County government's response and/or resource and may:
 - Occur at any time with little or no warning in the context of a general or specific threat or hazard.
 - Span the spectrum of incident management to include mitigation/prevention, preparedness, response, and recovery.
 - Result in casualties, fatalities, displaced people, property loss, disruption of normal life support systems, essential public services, and basic infrastructure, and significant damage to the environment.
 - Impact critical infrastructure across sectors.

- Overwhelm the capabilities of state and local governments, and private-sector infrastructure owners and operators.
 - Require extremely short-notice County asset coordination and response timelines.
- Special purpose jurisdictions (Lake County School District, Parkville Water, Leadville Sanitation District, St. Vincent Hospital District) will develop mitigation, preparedness, protection, response and recovery planning, and capabilities for their own jurisdictions.
 - Lake County uses a mix of landline and cellular telephone systems as well as multiple radio systems, mainly the Countywide 800 MHz trunked radio system and VHF repeated radio system) to meet its primary communications needs. These systems may suffer physical disruption or may become loaded beyond their designed capacities.
 - Emergency plans and procedures have been prepared by those emergency response agencies having primary operational responsibilities and should be routinely evaluated and updated.
 - Some emergencies or disasters occur with enough warning that appropriate notification will be achieved to ensure some level of preparation. Other situations will occur with no advanced warning.
 - Lake County Government may be unable to satisfy all emergency resource requests during a major emergency or disaster.
 - Lake County residents and businesses will have to use their own resources and be self-sufficient following a disaster or incident for a *minimum* of five days, and most likely much longer.
 - Due to geographic and possibly weather induced isolation, disaster response services and supporting resources will be those locally available for the initial five days or more after the occurrence.

In addition, Lake County will make every effort to include plans for all populations, including children, people with disabilities, limited English proficiency and others with access and functional needs, taking into consideration the essential needs of household pets, as defined by FEMA, and service animals.

CONCEPT OF OPERATIONS

The Concept of Operations (CONOPS) section explains Lake County’s intended approach to addressing all-hazard events. The information presented here is scalable, flexible, and general, as it applies to plausible emergency, disaster, or catastrophic events in the County. The CONOPS section does not include specific procedures. This section addresses the integration of Lake County into the larger disaster response picture. Lake County will be responsible as the lead agency for those incidents in which Lake County has jurisdiction.

Emergency Management Principles

Lake County will follow the emergency planning principles laid out in the National Response Framework (NRF). The NRF is an all-hazard disaster response plan, which provides a federal operational response structure for disasters that are beyond the capabilities of local and state governments. In accordance with the NRF, all plans will be scalable, flexible, and adaptable concepts that promote integration and coordination of the whole community across all levels of government and partners.

A basic principle of emergency management, and at the core of this EOP, is that all incidents are handled at the lowest jurisdictional level possible. Fire, police, emergency medical services, and other first responders are responsible for incident management and coordination at the local level. In most incidents, local resources and regional mutual aid provide the first line of emergency response and incident management support.

This EOP acknowledges and accepts the premise that the capabilities and resources (including mutual aid) of the local jurisdiction may be exceeded by an emergency or disaster event and will require the assistance of State or Federal governmental agencies.

Plan Activation and Emergency Declaration Process

The EOP is always active and in use in one way or another, but escalation due to a large-scale event may occur at any time and can be accompanied due to the flexible nature of the plan. The EOP should go into effect whenever the Director of Lake County OEM, or their designee, orders it so. Lake County OEM assumes all responsibility for disaster response on behalf of Lake County through the roles outlined in this EOP. The Lake County EOP may also be activated as part of mutual aid and assistance to other jurisdictions that have requested assistance in response to a major event. Activation of the EOP may be for a specific location within the jurisdiction or could include the entire jurisdiction.

When a local jurisdiction or response agency requires assistance with providing logistical support for an incident, the Lake County Director of Emergency Management or their designee may activate the EOC. The Lake County BOCC, County Manager, Lake County Sheriff, Leadville-Lake County Fire and Rescue Chief, the City of Leadville Mayor, the Leadville Police Department Chief, the Incident Commander, or their designated representative may request to the Emergency Manager, or their designee, a request to activate the EOC. Activation is based on analysis of a widespread emergency or disaster that affects all of parts of Lake County.

The activation of the Lake County EOC established coordination between the Lake County OEM, local and mutual-aid agreement response agencies, governments, private businesses, and non-governmental organizations. Mutual aid agreements include individual agreements between Lake County and single entities and the South-Central Region Mutual Aid agreement, which covers Lake, Park, Teller, and Chaffee Counties, and El Paso County/Pikes Peak Regional OEM.

More information regarding EOC Activation can be found in the EOC Activation and Management Annex.

A Disaster/Emergency Declaration is an administrative tool used by local governments and special districts to signal to its constituents and other governments that an emergency exceeds or has the potential to exceed local capacity. Disaster/Emergency Declarations may be used to authorize spending, enable emergency authorities, suspend laws and policies that inhibit an effective response, encourage prioritization of resource requests, and open channels for state and federal resource and financial support.

A local municipality or special district may declare a local disaster or an emergency by notifying the Lake County Emergency Manger and the Lake County BOCC.

Lake County may issue a Disaster Emergency Declaration at the county level when an incident or potential incident is of such severity, magnitude and/or complexity that it is considered a disaster. At the request of the County, the State of Colorado may also issue a State Declaration of Disaster/Emergency and will serve as the channel to the federal government should thresholds be met to request a Presidential Disaster Declaration in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. In the context of Presidentially Declared Disasters, the U.S. Department of Homeland Security coordinates supplemental federal assistance when the consequences of the incident exceed local and state capabilities.

More information regarding Lake County's Disaster/Emergency Declaration Process can be found in the Disaster Declaration Annex.

Pre-Disaster Operations

Pre-disaster planning and preparation sets organizations up for success in the aftermath of a disaster.

Lake County OEM pre-disaster operations include:

- Routine training and exercise schedules
 - Wildland Fire – based Tabletop Exercise annually in spring
 - Quarterly Tabletops or other exercises as training needs arise.
 - Participation in the South-Central Region IPP/IPPW for classes and trainings
 - Quarterly communications drills

- Annual full-scale exercises
- Collaborating with local agencies in planning and exercising to include Leadville-Lake County Fire and Rescue, St. Vincent Health Hospital and EMS, Lake County Sheriff's Office, Lake County Search and Rescue, Lake County Government, City of Leadville, Leadville Police Department, Lake County Public Health Agency, Lake County School District, Parkville Water, Leadville Sanitation, Colorado Mountain College, among others.
- Maintain year-round relationships with the above agencies, regional and neighboring emergency management offices and mutual aid partners, and others.

Response to Disaster Operations

Lake County uses this EOP in conjunction with response-related plans such as the EOC Activation Annex, Evacuation Plan, Continuity of Operation Plans, Resource Mobilization Annex and others to support disaster response operations. Additionally, Lake County coordinates with local-response agencies, the Leadville-Lake County Policy Group, and incident-specific ESF's in the immediate hours following a disaster to begin utilizing the EOP to respond to the emergency/disaster. Lake County executes the EOP and above-mentioned plans by:

- Notifying employees, ESF leads, and policy group members of a response through Everbridge notifications and departmental/ESF-based phone trees, as well as WebEOC situational awareness posts.
- Activating the Lake County EOC to an appropriate level, and incident specific ESFs to coordinate immediate disaster response tasks and consequence management.
- Having open lines of communication between the EOC and Incident Command to order and track resources, work with partner agencies and mutual aid, and facilitate consequence management tasks.
- Utilizing pre-established mutual aid agreements to backfill and support County resources.

Recovery from Disaster Operations

As Lake County enters the recovery phase of disaster operations, Lake County will implement the Lake County Disaster Recovery Plan. This flexible framework will guide Lake County and partner agencies in transitioning from incident stabilization and short-term recovery to long-term efforts utilizing the National Disaster Recovery Framework and the 6 Recovery Support Functions (RSF). Due to the size and rural nature of Lake County, many ESF-leads will transition into RSF leads. The EOC will collaborate with the appropriate RSF leads and support organizations, including Lake County Community Planning and Development, the Leadville-Lake County Regional Housing Authority, the Leadville-Lake County Economic Development Corporation (LLEDC) and Lake County Administration, as well as the State of Colorado and FEMA as appropriate by:

- Identifying when it is appropriate to transition into short-term recovery, and then into long-term recovery.

- Creating and implementing demobilization plans, in conjunction with Incident Command.
- Developing short and long-term recovery plans to support impacted communities with appropriate partners.

More information can be found in the Lake County Disaster Recovery Plan.

Access and Functional Needs (AFN)

Policies surrounding access and functional needs (AFN) ensure equal and equitable access for all individuals without discrimination. The Americans with Disabilities Act (ADA) defines an individual with a disability as “a person who has a physical or mental impairment that substantially limits one of more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.”

Lake County incorporates a whole-community approach throughout its planning, response, and recovery efforts. The County incorporates AFN into the EOP by predetermined ESF agencies, led by Lake County Public Health Agency (LCPHA), to support the whole community, including AFN considerations, during all stages of planning and preparedness, and committing additional bandwidth to these communities during and after a disaster.

Furthermore, Lake County believes in planning “with not for” and commits to working with partner agencies, such as the Colorado Centers for Independent Living and the DHSEM AFN team to create exercises that invite people with AFN to participate and provide feedback. Exercises will be representative of the Lake County community.

Emergency Management Phases

Lake County incorporates all five mission areas of the National Preparedness Goal into its operations and planning. Examples below are:

Prevention

- Involve stakeholders from law enforcement and other security agencies in plan development.
- Work with the Colorado Information Analysis Center (CIAC) to perform threat checks for special events and building security.
- Participation in the South-Central Region All-Hazards and Homeland Security Grant Program.

Protection

- Establish MOU's, contracts and IGA's with supply chain stakeholders to create redundancy and supply lines in event of a supply chain disruption.
- Involve stakeholders from law enforcement, health and medical, cybersecurity, non-profits, supply chain, and other relevant agencies into plan development.

Mitigation

- Collaborate with local infrastructure partners to encourage reinforcement of infrastructure systems to limit impacts to life and property.
- Involve infrastructure partners in plan development.
- Maintain and implement the 2022 Lake County Community Wildfire Protection Plan (CWPP) to actively invest in fire mitigation and create public awareness.

Response

- Develop communications plans to expedite response post-disaster.
- Pre-delegate and train authorities on tasks to expedite response post-disaster.
- Perform annual exercises to test response capabilities and identify gaps.
- Conduct After-Action Reviews (AARs) and create Improvement Plans (IPs) post-response and/or exercise to facilitate growth and improvement and close gaps.

Recovery

- Develop short-term and long-term recovery strategies and involve community stakeholders in the process, as documented in the Lake County Disaster Recovery Plan.
- Train and exercise recovery policies, plans and procedures.
- Meet with stakeholders from the whole community to support resiliency and contingency planning to expedite recovery.

Recovery Support Functions

The recovery process is best described as a sequence of interdependent and often concurrent activities that progressively advance a community to pre-disaster norms, or an agreed upon "new-normal".

Disaster response and recovery do not occur at clear start and stop points, but instead exist in an overlapping continuum of mitigation, preparedness, response, and recovery operations. Short-term recovery operations begin shortly after the incident begins and are managed through the ESF's. Long-term recovery operations span months and even possibly and are coordinated through the Recovery

Support Function (RSF) planning structure. The ESF and RSF functions may overlap for a time as the incident evolves and stabilizes.

As an incident begins to transition into long-term recovery, Lake County utilizes Recovery Support Functions (RSFs) to assist with this transition. According to FEMA, the RSFs “comprise the coordinating structure for key function areas of assistance in the National Disaster Recovery Framework (NDRF). Their purpose is to support local governments by facilitating problem solving, improving access to resources and by fostering coordination among state and federal agencies, nongovernmental partners, and stakeholders.”

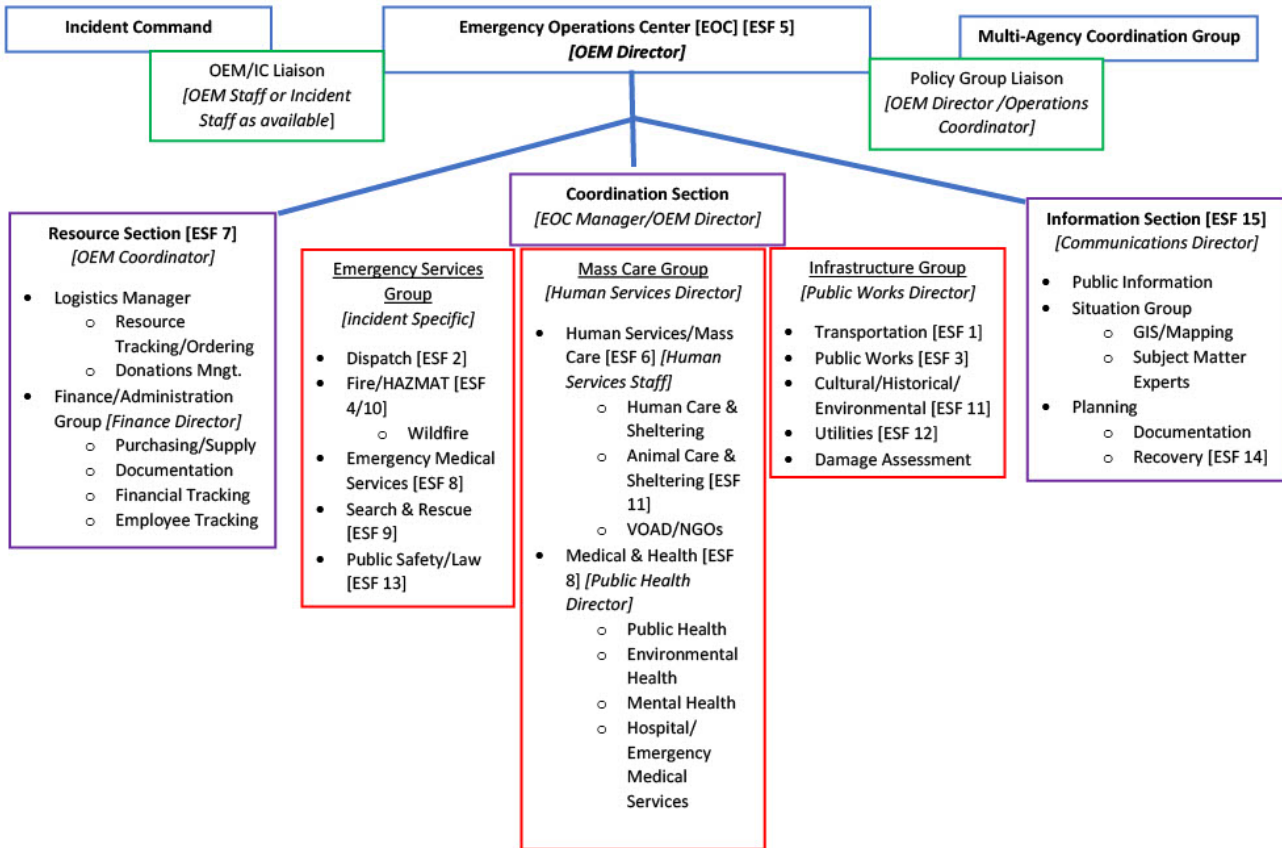
The following list is comprised of the FEMA identified RSFs.

- Economic Recovery enables the “return to economic and business activities to a state of health and develops new economic opportunities that result in a sustainable and economically viable community” (FEMA). This RSF will be led by Lake County Administration, with support. Economic recovery activities might include:
 - Supporting the capacity of local, state, tribal, and territorial governments, and other entities to produce a multi-dimensional strategy capable of supporting economic recovery and improving community resilience.
- Health and Social Services supports “locally led recovery efforts to address public health, health care facilities and coalitions, and essential social services needs” (FEMA). This RSF is led by Lake County Human Services, in incident-specific partnership with Public Health, and other support. Health and social services activities might include:
 - Completing assessments of community health and social services needs.
 - Restoring health care, public health, and social services functions.
 - Restoring and improving the resilience and sustainability of the health care system and social services.
- Community Planning and Capacity Building (CPCB) enables local governments to “effectively and efficiently carry out community-based recovery planning and management in a post-disaster environment” (FEMA). This RSF is led by Lake County Community Planning and Development, with support. CPCB activities might include:
 - Education on recovery planning.
 - Coordinated, community-wide recovery planning.
 - Community engagement.

- Management capacity.
- Infrastructure Systems “efficiently facilitate the restoration of infrastructure systems and services to support a viable, sustainable community and improve resilience to and protection from future hazards” (FEMA). This RSF is led by Lake County Public Works, with support, and is incident-specific and will rely on supporting agencies. Infrastructure activities might include:
 - Providing technical assistance to all levels of governments for identifying/prioritizing critical infrastructure systems and assets.
 - Providing mitigation opportunities that leverage innovative and green technologies.
 - Including private sector infrastructure owners and operators and related service providers in planning at all levels.
- Housing “coordinates and facilitates the delivery of federal resources to implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience” (FEMA). This RSF is led by the Leadville-Lake County Regional Housing Authority, with Administration and Community Planning and Development support. Housing activities might include:
 - Utilizing housing as a platform for improving quality of life.
 - Building inclusive and sustainable communities.
 - Identifying strategies to strengthen the housing market.
 - Integrate disaster mitigation measures into community design and development to improve resilience to disasters.
- Natural and Cultural Resources (NCR) “supports the protection of natural and cultural resources and historic properties through appropriate response and recovery actions to preserve, conserve, rehabilitate, and restore” (FEMA). This RSF is led by the Lake County Parks, Recreation and Open Space Department, with support from groups like the Leadville Historic Preservation Commission and Public Works. NCR activities might include:
 - Provide technical assistance to help impacted communities.
 - Integrate environmental staff knowledgeable in natural resources and environmental regulatory requirements early in a disaster recovery planning process.
 - Coordinate environmental and historic property issues across other RSFs.

More information regarding the RSFs can be found in the Lake County Disaster Recovery Plan.

LAKE COUNTY EOC ORGANIZATION CHART



ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

This plan is based upon the concept that emergency functions that must be performed by many departments or agencies generally parallel normal day-to-day functions. During emergencies, to the extent possible, the County will need the same personnel and material resources used for day-to-day activities. Because personnel and equipment resources are limited, suspension of some routine functions that do not contribute directly to the emergency may occur for the duration of the emergency. This redirection of resources and personnel is at the approval of the chairperson of the Lake County Board of County Commissioners, or their designee.

The Lake County Emergency operations Center is based on an Emergency Support Function (ESF) model.

ESF Responsibility Overview

Each ESF has a particular function and set of responsibilities in the EOC. The following list outlines the functions and main responsibilities of each ESF. Lists do not outline all responsibilities of each ESF, but rather merely provide a general outline. More information can be found in individual ESF checklists and annexes, which are in the Lake County EOC Management Plan. Lead agencies for each ESF can be found in the table below, and all ESFs have supporting agencies.

ESF #	ESF Name	Lead Agency	Responsibilities
ESF 1	Transportation	Lake County Public Works	<ul style="list-style-type: none"> • Prioritize and/or allocate the resources needed to maintain and restore the transportation infrastructure. • Determine the most viable transportation networks to, from, and within the disaster area, and regulate the use of these transportation networks. • Airspace management and control
ESF 2	Communications	Lake County Dispatch	<ul style="list-style-type: none"> • Communications within the response and EOC structure. • Development and Dissemination of ICS 205
ESF 3	Public Works & Engineering	Lake County Public Works	<ul style="list-style-type: none"> • Provide personnel, equipment, supplies, and any other necessary resources to aid in emergency operations, such as repairing bridges, roads, debris removal, etc. • Make emergency repairs to essential County facilities and infrastructure.

ESF #	ESF Name	Lead Agency	Responsibilities
			<ul style="list-style-type: none"> • Emergency contracting support for life saving and life sustaining operations.
ESF 4	Firefighting	Leadville-Lake County Fire Rescue	<ul style="list-style-type: none"> • Coordinate firefighting activities and provide personnel, equipment, and supplies in support of wildland, rural, and urban firefighting operations.
ESF 5	Emergency Management	Lake County Office of Emergency Management	<ul style="list-style-type: none"> • Collect, analyze, process, and disseminate information about a potential or actual incident. • Conduct crisis action planning activities to facilitate overall community assistance activities.
ESF 6	Mass Care	Lake County Department of Human Services	<ul style="list-style-type: none"> • Conducts sheltering operations, reunifications, mass care (feeding and other activities to support affected population)
ESF 7	Logistics	Lake County Office of Emergency Management	<ul style="list-style-type: none"> • Coordinate and support timely and efficient delivery of supplies, equipment, services, and facilities before, during, and after an incident. • Maintain records of cost and expenditures and send them to the Finance/Admin Section Chief (or other responsible party).
ESF 8	Public Health and Medical Services	Lake County Public Health Agency	<ul style="list-style-type: none"> • Provide supplemental assistance for patient movement, food safety and defense, mental health support, fatality management, medical surges, health

ESF #	ESF Name	Lead Agency	Responsibilities
			<p>surveillance, assessment of public health and medical records, etc.</p> <ul style="list-style-type: none"> • Coordinate public health and medical messaging with jurisdictional officials.
ESF 9	Search and Rescue	Lake County Search and Rescue	<ul style="list-style-type: none"> • Provide personnel, equipment, supplies, and other resources necessary to locate, extricate, and treat any injured or trapped victims. • Provide updates to the EOC as to the status of their search and rescue operations.
ESF 10	Oil and Hazardous Materials Response	Leadville-Lake County Fire Rescue	<ul style="list-style-type: none"> • Support response to an actual or potential discharge and/or release of oil or hazardous materials. • Implement environmental cleanup efforts such as removal of contaminated soil or collection of household hazardous waste. • Chemical, biological, and radiological response • Short- and long-term cleanup
ESF 11	Agriculture and Natural Resources	Lake County Parks, Recreation and Open Space (PROS)	<ul style="list-style-type: none"> • Natural and Cultural Resources • Historic properties protection.
ESF 12	Utilities	Lake County Public Works	<ul style="list-style-type: none"> • Coordinate services, technical assistance, and engineering expertise during disasters and emergency incidents. • Provide information and data concerning the status of energy restoration efforts.

ESF #	ESF Name	Lead Agency	Responsibilities
ESF 13	Public Safety and Security	Lake County Sheriff's Office	<ul style="list-style-type: none"> • Provide traffic control, law enforcement, and security at any damaged County properties. • Develop mutual aid agreements (MAA) with any surrounding law enforcement jurisdictions. • Facility and resource security • Law enforcement needs.
ESF 14	Recovery	Lake County Administration/Community Planning and Development	<ul style="list-style-type: none"> • Support stabilization of key supply chains and community lifelines among business, infrastructure, and other parties. • Analyze risks, hazards, and vulnerabilities of cross-sector interdependencies that might disrupt supply chains. • Community recovery coordination
ESF 15	External Affairs	Lake County Communications	<ul style="list-style-type: none"> • Provide accurate, coordinated, timely, and accessible information to audiences. • Activate and operate a Joint Information Center (JIC), if necessary • Media and community relations.
ESF 16	Schools	Lake County School District	<ul style="list-style-type: none"> • Coordinate available school resources with emergency management to enhance school safety within the school system.

Agency Roles and Responsibilities

Lake County Board of County Commissioners

- Set and approve policies and budgets regarding response, mitigation, and recovery operations.
- Declare a local disaster or emergency when conditions are required.
- Implement direction, coordination, and policy-making functions as necessary during a declared state of emergency.
- Provide representatives to the EOC as needed.
- Authorize special funding for purchases during emergency operations.
- Authorize/approve jurisdiction disaster declaration and subsequent EOP activation.
- Ensure documents and resolutions are in place to smoothly implement the emergency powers of local government.
- Provide leadership and work with the Communications Director/PIO; play a key role in communicating to the public disaster event information and directions.
- Formulate major policy decisions.
- Preserve the continuity of the executive branch of County government.
- Utilize emergency powers when needed to protect life safety, acquire resources, and protect property through an emergency proclamation:
 - Recalling Lake County employees from vacation and/or leave days.
 - Waiving requirements of several purchasing, contracting and bid process.
 - Directing evacuation and debris cleanup
 - Ordering of a curfew
 - Closing of businesses
 - Discontinuing sales of alcohol, gasoline, and flammables
 - Closing of public places
 - Ordering a prohibition of carrying or possessing firearms, or other implements capable of harm
 - Ordering suspension of the County permitting process
 - Such other actions as imminently necessary for the protection of life and property.

Lake County Manager

- Maintains communication with all executives, elected officials, or designees to facilitate the flow of information.

- Assists in enhancing situational awareness of all stakeholders.
- Implements the BOCC's policies and priorities.
- Oversees day-to-day operations and manages the County and OEM budget, to include disaster funds.
- Provides direction and guidance for the development and implementation of disaster employee and finance policies.
- Acts on behalf of the BOCC when no BOCC member is available and provides direction and guidance in line with the BOCC's vision.
- Works with the BOCC and County Attorney to plan and activate a COOP for the BOCC.

Lake County Attorney

- Serve as the principal legal advisor to Lake County Government during all phases of emergencies.
- Provides interpretation of federal, state, and local laws and regulations to ensure Lake County is operating within the law during all phases of disaster planning, response, and recovery.
- Provide interpretation of federal, state, and local laws and regulations to maximize the ability to recover monies from insurance providers, state/federal disaster assistance programs, and other sources.
- Vet all emergency procurement contracts and intergovernmental agreements to ensure compliance with applicable state/federal laws, regulation, and guidelines.
- Review official documents including but not limited to disaster declarations, emergency contracting documents, and delegations.
- Draft disaster declarations, resolutions, ordinances, and other legal documents as needed with the Emergency Manager and County Manager.
- Provides legal counsel to elected officials, directors and other Lake County personnel regarding liabilities and risks associated with emergency response operations and recovery.
- Assists the OEM and members of the Policy Group with timely policy decisions

Lake County Office of Emergency Management/Emergency Operations Center

- Manage, organize, and coordinate emergency and non-emergency operations of the EOC in the event of a disaster or emergency.
- Prepare and maintain the Lake County EOP.
- Assis local government, public and private sector organizations in the development and maintenance of EOPs, procedures and checklists.

- Make recommendations to the Lake County Policy Group on matters pertaining to an incident of significance, major emergency or disaster or the threat thereof, and ongoing incident response and recovery activities.
- Ensure implementation of ICS and NIMS for operations in the field and EOC.
- Coordinate disasters, emergencies, and incidents of significance.
- Coordinate mutual aid assistance.
- Recognize the need for evacuation and relocation and establish sites in coordination with Incident Command, Sheriff's Office, and Human Services. (ESF 13 and 6 respectively)
- Issue formal requests to the Governor's Office through the Colorado Division of Homeland Security and Emergency Management for the declaration of a state emergency for the purpose of obtaining state and/or federal assistance.
- Prepare emergency or disaster declarations when necessary.
- Collect, record, and disseminate information in the EOC.
- Maintain liaison with city, county, state, and federal agencies.
- Coordinate disaster recovery functions in accordance with the Lake County Disaster Recovery Plan
- Schedule and conduct training programs and exercises.
- Maintain liaison with city, county, state and federal agencies and special districts.
- If the EOC is activated, it will provide coordination, direction, and control of resources.
- The EOC may assume dispatch communication responsibilities for the incident.
- The EOC will focus on gathering critical information to create an overall picture of the incident for situational awareness. This information will then be used to develop action plans, reports, briefings, and displays.
- The Planning Section will develop situation reports to be distributed to EOC staff and on-scene incident command.
- EOC staff will support both long- and short-term planning activities. Any activities will be planned and tracked by the EOC staff.

Lake County Sheriff's Office

- Develop plans, procedures and organizational structures needed to ensure the continuation and coordination of law enforcement and security of County/City resources during an incident.
- Provide an ESF#13 representative to the EOC, as requested [or practical]
- Confirm and report the level, severity, and extent of the incident.
- Coordinate with the public information officer [PIO] to communicate emergency public information and external communications.

- Coordinate with law enforcement personnel in maintenance of security of facilities and supplies [incident scene control, Mobile Command, and EOC].
- Provide shelter security: Evacuation Point and American Red Cross shelters.
- Conduct evacuations as required \exercise evacuation procedures.
- Establish emergency traffic routes in coordination with CDOT, Public Works, CSP, Leadville Street and other agencies.
- Initiate traffic control if needed.

Leadville Police Department

- Responsible for ESF 13 activities within the City of Leadville and as requested by the Sheriff's Office for mutual aid.
- Maintain law enforcement functions throughout the city.
- Conduct traffic and pedestrian control.
- Warn the population of an emergency when necessary.
- Provide law enforcement assistance to the EOC as required.
- Provide law enforcement assistance to American Red Cross shelters as required.
- Prepare for and conduct evacuation of areas when necessary.
- Develop, designate, secure, and advise the public of evacuation routes.

Leadville-Lake County Fire Rescue (LLCFR)

- LLCFR is responsible for ESF 4 (Fire) and ESF 10 (Hazardous Materials) response and recovery.
- Suppression of structure fires / wildfires in respective jurisdictions or as mutual aid agreements stipulate.
- Provide fire causation and arson investigation services.
- Conduct Hazardous Material (HazMat) response and decontamination.
- Provide triage, extrication, and medical treatment to affected persons.
- Establish priorities for debris removal.
- As conditions, capacity and the incident permit, assist in warning the public and evacuation operations, as requested by and under direction from law enforcement.
- Enforcement of fire code.

St. Vincent's General Hospital Emergency Medical Services (EMS)

- Provide all regularly assigned functions relating to emergency medical services to minimize the loss of life due to the disaster/emergency through basic and advanced medical care.

- Transport patients to either St. Vincent’s General Hospital or another medical treatment facility dependent on patient needs and availability.
- Coordinate and communicate with local and regional hospitals on the status of patient bed-count and overall emergency medical service capability.
- In case of a wildfire, coordinate with the EOC and Incident Command on the identification and establishment of safe and effective alternate care sites.
- Coordinate with regional healthcare coalitions and partners, such as Central Mountain Regional Emergency Trauma Advisory Council (CMRETAC) and the Southern Healthcare Coalition.
- Provide emergency triage sites as needed and requested.
- Coordinate with Lake County Public Health Agency for staffing of alternate care sites or evacuation centers/shelters.
- Provide a representative to the EOC as requested by LCPHA/EOC Director as needed and available.
- Responsible for the development, training and exercising of the Medical Surge Plan.
- Responsible for training and exercising Mass Casualty Incident (MCI) protocols.

Lake County Coroner

- Provide information concerning the deceased to the appropriate agencies.
- Coordinate with the Sheriff, County Manager and Human Resources Manager (all as appropriate) for notification of next of kin.
- Work with Lake County PIO/Communications Director to provide information to the public concerning the deceased.
- Establish partnerships and mutual aid agreements for fatality resources.
- Develop, maintain, and test the Lake County Mass Fatality Plan.
- Establish morgue and direct recovery, identification, and burial of the deceased.
- Provide advice to executive bodies on matters pertaining to the disposition, handling, and identification of the deceased.

Lake County Human Services

- Identify, open, and staff emergency shelters, including temporarily using evacuation points [for example the Evacuation Point at the 6th Street Gym for Leadville and Northern Lake County] while waiting for shelters to open officially.
- Human Services is the lead agency for coordinating the establishment of temporary shelters with assistance provided by the American Red Cross, Lake County Public Works, and Lake County Health Department.

- Provide essential care (e.g., food, water) to promote the well-being of evacuees throughout the entire process (including household pets and service animals).
- In conjunction with the Leadville Police Department Animal Control Officer, provide care for the owner of household pets through the establishment of a pet sheltering facility.
- Ensure shelters, with the support of ESF 8, can accommodate the needs of access and functional needs populations (e.g., medical and prescription support, personal assistance services, durable medical equipment, consumable medical supplies, childcare, transportation [including accessible transportation], foreign language interpreters), including their caregivers.
- Ensure physical and programmatic accessibility of shelter facilities, effective communication using multiple methods, full access to emergency services, and reasonable modification of programs or policies where needed.

Lake County Public Health Agency (LCPHA)

- Coordinate and provide emergency health services including communicable disease control, medication dispensing, immunizations, and quarantine procedures.
- Provide a mechanism to effectively identify children and families who will need additional assistance, as well as individuals with disabilities and others with access and functional needs, with their specific health-related needs in advance of, during, and following an emergency.
- Provide a method to secure medical records to enable children with disabilities and/or other special health care needs, as well as individuals with disabilities and others with access and functional needs, to receive health care and sustained rehabilitation in advance of, during, and following an emergency.
- Coordinate for assessing and providing mental health services for the public (including individuals with disabilities and others with access and functional needs) impacted by the disaster.
- Support healthcare facilities with implementing medical surge capacity as needed, including planning for the activation of Alternate Care Facilities.
- Acquire, prioritize, and distribute medical supplies and medications, as needed, to healthcare providers.
- Investigate possible food and water borne illness and zoonotic disease outbreaks.
- Provide staff and resources as the lead agency in Lake County for all hazards planning, response, recovery, and mitigation of public health consequences.
- Coordinate and provide environmental health services with Community Planning and Development.
- Food safety protocols and inspections.
- Vector control.

- Inspections of designated shelters.
- Temporary site inspections for Temporary Debris Staging and Reduction Sites (TDSRS)
- Coordinate the response of veterinarian services and animal care groups, in partnership with Lake County Animal Care and Control, as appropriate.
- Assist emergency medical service providers (fire department, paramedic providers, and private ambulance companies) with logistic coordination of basic and advanced life support services.
- Coordinate with Coroner to provide mortuary services, including investigating causes of sudden unexpected, non- natural deaths, body identification and disposition.
- Provide coordination of Family Assistance Center(s) to provide information and assistance to families of the missing and deceased, handling mass deaths and burials.
- Coordinate health and medical public information
- In conjunction with OEM and when requested by emergency services agencies: coordinate, provide or contract for Critical Incident Stress Management services for emergency responders.
- Conduct public information and education programs on emergency health treatment, prevention, and control of infectious diseases.
- Maintain vital records, including collection and recording of environmental health, public health, and death data and information for required operational reports.
- Provide situational assessments and recommendations to the Lake County Board of Health, who is comprised of the Lake County Board of County Commissioners.

Lake County Public Health Agency – Environmental Health

- Coordinate and provide environmental health services (in coordination with Environmental Health under Community Planning and Development) including:
 - Assist in assessing potable water, water disposal issues and water contamination and food.
 - Provide alternate sources for human waste disposal (e.g., arrange portable latrines, encourage sharing with those who have their own septic systems
 - Vector control
 - Schools for proper sanitation
 - Temporary site inspections for Temporary Debris Staging and Reduction Sites (TDSRS)
 - Disposal of disaster related solid waste.
 - Conduct public information and education programs on emergency health treatment, prevention, and control of infectious diseases.
 - Maintain vital records, including collection and recording of environmental health information for required operational reports.

Lake County Community Planning and Development – GIS/Mapping

- Develop and implement an emergency relocation plan for GIS.
- Provide mapping services as needed during a disaster.

Lake County Public Works and Road & Bridge

- Transportation coordination:
- Resources inventory, mutual aid, tracking and requests [land and air]
- Infrastructure routes\ re-routes and restrictions.
- Manpower for Evacuation Point set-up and evacuation assistance
- Fuel reserves/transport, and generators
- Survey disaster areas and evaluate in terms of preliminary damage assessment in conjunction with the Community Development and Planning Department.
- Repair EOC facilities and equipment as necessary
- Clear roads, construct temporary repairs, coordinate, and provide assistance for restoring water supply and sewage systems in conjunction with Leadville Sanitation and Parkville Water [as required]
- Assist in providing potable water and sanitary facilities as needed in conjunction with Leadville Sanitation, Parkville Water and Lake County Public Health and Community Development and Planning
- Coordinate with the ESF #2 [Com], and ESF #15 [PIO] to provide road information/alternative routes for the public. PIO will provide this information to the 6th Street Gym (distribution site) as well as using the Variable Message Boards to provide information.
- Provide staging area management for incoming resources.
- Set up traffic control points and management.
- Short and Long-term community recovery.
- Coordinates with City of Leadville Street Department.

Lake County Information Technology

- Overseeing the installation and maintenance of computers and network systems, including internet access redundancy to include automatic fail-over, back-up and recovery.
- Always ensures proper function of connectivity.
- Assure the protection of information and communication capabilities against cyber terrorism.

City of Leadville

- City Administration and Staff serve similar roles as their Lake County Department counterparts as needed or as requested by Lake County Government, dependent on the incident or planning.
- The Policy Group for the City includes City Council, Mayor, City Administrator, Finance Director, and other departments as required.
- City departments with Lake County counterparts include:
 - City Streets Department
 - Planning & Zoning (Lake County Community Planning and Development)
 - Finance
 - City Clerk

Leadville-Lake County Animal Shelter

- The Animal Shelter is funded through an Intergovernmental Agreement (IGA) between the County and City
- Assist LCOEM and ESF 6 with evacuation and short-term shelter of animals.
- Develop, exercise, and maintain the Lake County Pet Sheltering Plan
- Develop, exercise, and maintain a large animal evacuation and sheltering plan.

Leadville Historic Preservation Committee

- Housed under the City Administration
- Participate in planning for recovery operations and assist with damage assessments.

Leadville-Lake County Economic Development Corporation (LLEDC)

- Act as a liaison with Leadville-Lake County business community to participate in Community Preparedness and Resiliency activities.
- Participate in recovery operations and planning.

St. Vincent General Hospital District

- Assume responsibility for care, treatment, and transportation of sick and injured patients.
- Responsible for transport of patients to appropriate medical facilities outside of county
- Responsible for training and exercising Mass Casualty Incident (MCI) protocols
- Responsible for the development, training and exercising of the Medical Surge Plan
- Responsible for identifying an alternate care facility (ACF) should the primary facility not be viable.

Parkville Water District

- Principal supplier of potable water for public use.

- During an emergency, the operators of these facilities would be contacted to inspect water pipelines and treatment facilities to ensure that the systems have not been compromised and make repairs as necessary to ensure public safety.
- Advise the EOC of any threats or damage to water infrastructure.

Leadville Sanitation

- Central sewage collection and treatment is provided in the Leadville area by the Leadville Sanitation District.
- Additional private wastewater treatment facilities are located at the Climax mining site, the ASARCO mining site, and a variety of mobile home and subdivision sites. All other areas are on septic systems.
- During an emergency, the operators of these facilities would be contacted to inspect the facilities to determine if infrastructure has been compromised which could contaminate local water supplies and make repairs as needed.

Mt. Elbert Water Association

- Principal supplier of potable water for public use.
- During an emergency, the operators of these facilities would be contacted to inspect water pipelines and treatment facilities to ensure that the systems have not been compromised and make repairs as necessary to ensure public safety.
- Advise the EOC of any threats or damage to water infrastructure.

American Red Cross

- Assists ESF-6 Mass Care with providing mass care services to include establishing and operating shelters or evacuation points, feeding operations, emergency first aid stations, health, and mental health services.
- Supports community recovery, and victim location and information services (such as the Safe and Well Registry and communications between victims and family) and bulk distribution at the request of the Incident Commander.
- Supply a liaison to the EOC upon request as able.

Team Rubicon

- Assists ESFs as needed and necessary in response operations, including but not limited to mass care services.
- Assists with EOC operations in support roles for EOC staff.

- Assists Lake County with recovery operations, including but not limited to debris management and removal and community support.
- Assists Lake County with mitigation efforts, including but not limited to public awareness presentations on fire mitigation and fire mitigation projects.

Solvista Mental Health

- Supports ESF-8 (Public Health) operations regarding mental health, including but not limited to providing mental health counselors and advocates to evacuation centers, shelters, EOC and Response staff, and community meetings.

Individual Roles and Responsibilities

Separately Elected Officials

Lake County Assessor

- Rapidly determine property ownership for the purposes of a cost share agreement in the case of a wildfire.
- Maintain and make available accurate property records that are accessible in the event of a disaster.
- Assist with presentation of information (such as estimate of property damage) needed for county requests for state and federal assistance when appropriate. Provide estimates of values at risk for the State Fire Management Officer (FMO).
- Provide information and data related to damage assessments.

Lake County Clerk and Recorder

- Maintain and make available accurate public records that would be accessible in the event of a disaster.
- Send representatives to the EOC to function in support roles as requested and available.

Lake County Treasurer

- Receive and properly account for state and federal Public Assistance funds.

Sheriff

- The Sheriff is statutorily the Designated Emergency Response Authority for Lake County and Fire Warden

- *“It is the duty of the sheriff, undersheriffs, and deputies, in case of any forest or prairie fire, to assume charge thereof or to assist other governmental authorities in such emergencies for controlling or extinguishing such fires, and, for assisting in so doing, they may call to their aid such person as they may deem necessary.”⁴*
- Serve in the Policy Group
- Order evacuations based on the situation or recommendations from OEM, LLCFR, and/or the Incident Commander
- Exercise and train staff on the Evacuation Plan

Lake County Staff

All Department Heads

- Identify a specific chain of command and ensure all personnel understand their level of responsibility within the organization.
- Identify functions to be performed during/after an emergency or disaster and assign responsibility for performing those functions to personnel in appropriate departments.
- Identify valuable records that are essential for the operation of your department or organization if emergency evacuation is necessary [identify Vital Records in the COOP module].
- Plan how to implement post-disaster responsibilities.
- Establish redundant record systems for critical documents.
- Establish continuity of operations plans and activate the plans, as needed to ensure continuity of government.
- Ensure NIMS compliance within the county departments and establish a policy as well as a mechanism to track Incident Command System [ICS] course completion.
- Prepare plans and organize assigned departments to meet natural, technological, and manmade/ adversarial disasters which might occur in the county and ensure continuity of governmental operations during an incident.
- Identify functions to be performed during an incident and assign responsibility for performing those functions to an Emergency Support Function (ESF) group representative.
- Provide representatives to the EOC to coordinate emergency response functions with other agencies represented.

⁴ <http://csfs.colostate.edu/pdfs/30-10-513.pdf>

- Ensure that the EOC is informed during an incident by reporting events and activities to the EOC in a timely fashion.
- Maintain complete and accurate records of all incident costs and expenditures to include personnel qualification, time, overtime, vehicle mileage, goods, physical location in the performance of their duties during an emergency, machine hours and emergency disbursements.
- Provide complete and current resource lists and on-call personnel lists to Lake County OEM on a timely basis to assist in providing resources and personnel for large-scale incidents.

Director, Community Planning & Development / GIS

- Through appropriate zoning, building inspections, and code enforcement, develop and maintain a system for disaster prevention and mitigation.
- Maintain files of all flood plans and flood inundation maps following FEMA regulations and guidance.
- Provide Primary Damage Assessment [PDA] reports for county/city officials (done in conjunction with finance, public works, and assessor)
- Coordinate engineering support for assessment of damaged buildings for first responder and public safety.
- Condemn damaged buildings.
- Monitor rebuilding during recovery phases.
- Develop and implement an emergency relocation plan for GIS.
- Provide mapping services as needed during a disaster.
- Works with both internal and external stakeholders for mapping requests.
- Open communication channels between GIS director for Lake County Community Planning & Development and Lake County OEM volunteers.
- Provides mapping services as needed during planning, mitigation, response, and recovery.

Director, Finance

- Prepare emergency purchase orders, contracts and requisitions as requested.
- Maintain detailed financial records of all disaster expenditures for local records as well as for future state and federal reimbursement.
- Maintain provisions for an emergency financial support fund.
- Manage disaster-related insurance claims for government facilities, infrastructure, and land.
- Establish disaster cost codes and financial controls for disaster operations.

- Review the Delegation of Authority for county financial implications and obligations.
- Review and advise the Incident Commander and elected officials on Cost Share agreements.
- Review and advise the elected officials and/or agency representation [Senior BOCC member] on the financial aspects and implications of a disaster declaration.

Manager, Human Resources

- Assist with emergency staffing, recall process and time accounting procedures as well as assist the finance and logistics section chiefs.
- Enforces Emergency/Disaster Responsibility requirement for all Lake County Employees
 - All employee job descriptions include: “All Lake County Employees may be required to work as a Disaster Service Worker when a local declaration of emergency or disaster is declared by the Board of County Commissioners”

Director, Information Technology

- Implements policies and procedures relating to cybersecurity and information technology.
- Leads cybersecurity prevention efforts, trainings, policies, and tests.
- Responsible for ensuring proper function of connectivity.

Director, Library

- Pre-Disaster: utilize the Library as a dissemination center for emergency preparedness information and gathering place for groups and individuals for education and awareness.
- Response/Recovery: Information Center

Director, Parks, Recreation & Open Space (PROS)

- Assist with schedule and use issues arising from using recreational facilities and spaces during times of a disaster.
- Provide data and subject matter expertise regarding Lake County Open Space across all mission areas including mitigation and recovery efforts.
- Plan and coordinate mitigation activities on Lake County owned open spaces
- Participate in the Forest Health Council and Community Wildfire Protection Plan projects.

DIRECTION, CONTROL AND COORDINATION

Lake County has adopted NIMS and ICS in accordance with the President’s Homeland Security Directive (HSPD)-5 Management of Domestic Incidents (Resolution in Authorities). The adoption of NIMS provides a consistent approach to the effective management of situations

involving natural, technological, or human caused disasters.

Tactics Versus Strategic Direction

- The County EOC is predominantly in a strategic or coordination role.
- Tactical command and control of first responders at the scene remains with the police, fire, or EMS command structure as prescribed by the Incident Command System (ICS) and the National Incident Management System [NIMS].
- Daily operations are initiated by Lake County Dispatch and are resolved at the lowest level possible.
- The Incident Commander [IC] makes all tactical decisions.
- Incidents are governed by the National Incident Management System [NIMS] and ICS.
- Lake County government may act in support of first responders by acquiring resources through the logistics section [ESF#7 Resources] of the EOC when it has been staffed/ activated/ transferred to the EOC [See Lake County Resource Mobilization Annex]
- Lake County employees and volunteers trained in operational procedures will manage the incident in support of first responders and in support of the incident consequences or impacts to the public.
- Operational or tactical emergency response by the County is restricted to consequence management that may manage sheltering and similar efforts described in detail in the ESF annexes.

Coordination Versus Control

- Incidents are typically managed at the lowest possible geographic, organizational, jurisdictional and resource level.
- The Incident Commander [IC] controls and directs tasks/ activities on-scene.
- Legal basis for the control and direction [DERA, C.R.S. 30-10-513]
- County coordinates activities in support of the incident or at the request of the IC.
- The EOC is primarily focused on consequence management.
- Coordination is usually through a liaison [American Red Cross, The Salvation Army, etc....]
- County control over activity or assets during an emergency is restricted to the personnel, equipment, and systems held by the county unless a specific delegation is made.
- The goal of the Office of Emergency Management is to reduce the likelihood and consequence components of risk as much as possible given economic, political, social, and other constraints. There always remains the possibility that a hazard event will occur,

resulting in a situation for which a wide range of response resources are required.

- The EOC is activated to support the Incident Commander and does not manage the incident.
- The EOC's function is to assist with resource requests, provide technical support, gather intelligence/information, maintain situational awareness, anticipate the needs of the Incident Commander, and to coordinate fully with the Incident Command Staff.
- The EOC may be activated for emergencies that do not result in local disaster declarations.

Multi-jurisdictional Coordination

The Lake County EOC serves as the focal point for multi-jurisdictional coordination with single point resource ordering through ESF7 and the logistic section chief and coordination of mutual aid resources from responding jurisdictions. This includes but is not limited to coordinating mutual aid, non- governmental organizations, faith-based and Volunteer Organizations Active in Disasters [VOADs] to provide resources to properly respond to the incident.

The Lake County EOC staff will prioritize resource acquisition to provide and achieve the following services:

- Provide warning and support evacuations.
- Support dissemination of emergency public information
- Reestablish communications to assist response actions.
- Reestablish access to impacted areas & facilities.
- Support search & rescue operations, transport of victims, and medical care
- Support Mass Care operations including food, water, shelters.
- Assist with the restoration of critical infrastructure.
- Protection of public property and the environment.
- Initiation of short and long-term recovery programs.

The Lake County EOC may direct the establishment of a Joint Information Center (JIC) where public information officers can collaborate on information communicated to the public during an emergency. The JIC may be part of the larger effort to warn the public of an imminent threat to their safety or property.

Decision Making

Policy decisions affecting county government are made by the Lake County Board of County

Commissioners or designee, who may work from the EOC or a location of their choice, maintaining close contact with EOC management. The BOCC may choose to convene a group of advisors or may make decisions based on information gathered by others. Priorities affecting county government services may be established by the BOCC in consultation with his/her department directors.

Continuity of Government

If the BOCC is unavailable or the Chairperson of the County Commissioners is unavailable to fulfill his/her emergency duties during an emergency, the line of succession in the BOLDPlanning COOP module identifies a list of designated senior staff that may assume those responsibilities until the Chairperson or senior County Commissioner can reassume duties or a permanent successor can be named.

Directors of all county departments have designated successors to ensure continuity of leadership and operations within their department and agencies. A line of succession at least three deep has been established for each department. Successors will be able to assume the roles and responsibilities for their department. A copy of each department's line of succession is maintained in the Lake County Continuity of Operations Plan online.

Delegations of authority are also covered in the Lake County COOP. The difference between delegations of authority and succession is with succession the replacement assumes the responsibilities of the office that it is succeeding, and delegations of authority do not transfer the responsibilities of the office as a whole. Delegations provide temporary opportunities to ensure continued operation of departments and agencies without the removal of the original responsibility of that head office.

Incident Command (IC) / Emergency Operations Center (EOC) Interface

For major emergencies, disasters, and large planned events Lake County OEM will activate the Lake County Emergency Operations Center (EOC), located at 700 East 10th Street, Leadville, CO. Upon activation of the Lake County EOC, it is essential to establish a division of responsibilities between the incident command post and the EOC. An outline of the general division of responsibilities is included below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

Incident Command (IC)

Lake County manages all incidents and emergencies through the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS). The five basic functional sections within ICS include Incident Command, Operations, Planning, Logistics, and Finance/Administration.

As the incident requires, additional functional sections may be activated. This includes Intelligence/Investigations for law enforcement and/or epidemiological events activities. ICS is a framework, and as such, can be expanded or contracted to address the situation at hand. ICS components during a response will be adjusted to address the unique operational needs of a specific incident.

The Incident Commander is responsible for field operations and tactical decisions, including, but not limited to:

- Isolating the scene.
- Directing and controlling the on-scene response to the emergency and managing the emergency resources committed there using ICS and NIMS standards.
- Warning the population in the area of the incident and providing emergency instructions to them.
- Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
- Implementing traffic control arrangements in and around the incident scene
- Requesting additional resources from the Lake County EOC logistic section chief.

Emergency Operations Center (EOC)

The EOC provides a central location from which government at any level can provide interagency coordination and executive decision making in support of incident response. EOCs coordinate with on-scene incident managers to:

- Acquire, allocate, and track resources to provide resource support for incident command operations.
- Manage and share information—Collecting, analyzing, and interpreting information from various resources.
- Establish response priorities—ensuring that response systems are interconnected and complementary, reinforcing interoperability among the various system components,

making response more efficient and effective by coordinating available resources, and making decisions based on agreed-upon policies and procedures.

- Provide legal and financial support.
- Act as a liaison with other jurisdictions and levels of government. A nexus of government, private, and NGOs.
- Ensuring response systems are interconnected and complementary, supporting interoperability between various agencies and stakeholders.
- Establish interoperable communications among all agencies and others as needed for the response. Use of the SCR Tactical Interoperability Plan (TIC) assists in accomplishing this.
- Coordinating the information flow and resources for complex incidents or incidents that occur simultaneously.
- Issuing community-wide warning, issuing instructions, and providing information to the public.
- Organizing and implementing large-scale evacuation including shelter arrangements for evacuees. This includes the evacuation and sheltering of children, people with disabilities or other access and functional needs. It also includes the essential needs of household pets, as defined by FEMA (domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle).
- Coordinating traffic control for large-scale evacuations.
- Requesting assistance from the State and other external sources.

Some incidents may initiate in a jurisdiction or area that has an emergency operations center, or department operations center. In this event, the responsibilities of the initial emergency operations center will take precedence up to the point of activation of the Lake County EOC. Once activated, the Lake County EOC will conduct all resource management. Additionally, the Lake County EOC will accept the responsibilities identified in the previous section and the other EOC's will assign personnel to the Lake County EOC.

In some large-scale emergencies or disasters, emergency operations with different objectives may occur at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the Lake County EOC.

The Lake County EOC will activate at the discretion of the Lake County OEM, on-scene Incident

Commander, or senior elected official, based on the incident type. The Direction, Control, and Coordination section defines incident types and defines each term. Factors for activation include Type IV and V incidents that go beyond one operational period, critical infrastructure and key resources affected, large population centers, and local response capabilities. Incidents that are Type III, II, and I will typically prompt EOC activation, but the final decision will be at the discretion of those listed above. A formal emergency declaration is not required to activate the EOC and may also be activated for pre-planned/special events if there is a significant burden placed on Lake County emergency response or the community.

The EOC may be activated when:

- There is an ongoing emergency or disaster that impacts the City or County
- There is a large pre-planned event taking place within the City/County where additional support is needed.
- To manage significant requests for mutual aid from another jurisdiction that has requested assistance from Lake County.
- Upon the request of the Incident/Unified Commander (IC/UC) when an incident exceeds the County's capabilities.
- At the request of the Sheriff, Chief Elected Official of a jurisdiction, or their designee.
- When an emergency has overwhelmed the Lake County Dispatch Communications Center.

Lake County has three (3) levels of activation dependent on the needs of the incident. The Emergency Manager, or their designee, will determine the level of activation.

- **Mobile On-Scene:** Mobile On-Scene activations include incidents that require resources beyond the internal capability of the responding agency or agencies. Mobile On-Scene activation is primarily for a public safety incident or in the case where a single person [usually the Emergency Manager) at the EOC is less useful than moving Mobile Command [MCP] to the scene and assisting the Incident Commander. The incident will be under the direction and control of an Incident Commander at the scene following the NIMS Incident Command System. The EOC staff and director will address consequence management issues supporting the incident commander. Mobile On-Scene activations may include a large structure fire, minor pre-planned event, or minor localized flooding.
- **Partial:** Partial activations include incidents that exceed the capabilities of local resources and may require utilization of established mutual aid agreements. The incident may be under the direction and control of multiple Incident Commanders at multiple scenes or consist of a countywide incident. Partial activations may include a major weather event, large wildland

urban interface fire or a major pre-planned event.

- **Full:** Full activations include incidents that exceed the resources, support, and assistance of the County and adjacent jurisdictions. The incident will be under the direction and control of multiple Incident Commanders at multiple scenes. State and possibly Federal assistance can be expected for Lake County. Full Activation includes catastrophic as well as county-wide incidents. The EOC will be fully activated and staffed with a policy group and Incident Command for the County-wide catastrophe [may be a state provided Incident Management Team (IMT)].

Lake County Communications Center

During EOC activation, it may become necessary to move incident dispatch/resource ordering to the EOC. The EOC is equipped with a dispatch radio with wireless ports and the Communications Officers have a laptop with Computer Aided Dispatch system software for mobile operations. Dispatch will be moved to the EOC by an official request via a form in the Resource Mobilization Annex.

Incident Types

Incident typing is a process that lets local responders, government officials, and the public gauge the intensity, resource requirements, and severity of an emergency incident. Incidents are typed from V to I reflecting increases in severity and complexity. EOC activations will mirror the incident typing and are detailed in the Lake County EOC Activation document.

Type V – Incident Controlled with Incident Commander and Initial Responders

- One or two single resources with up to six personnel are required to mitigate the incident.
- Command and general staff positions (other than the Incident Commander) are not activated.
- A written Incident Action Plan (IAP) is not required.
- The incident can be contained within the first operational period, often within a few hours after resources arrive on scene.
- Examples include a vehicle fire, routine medical call, isolated power outage or a law - enforcement traffic stop.

Type IV –Additional Local Responders

- Command and general staff functions are activated only if needed.
- Several resources are required to mitigate the incident.

- The incident is usually limited to one operational period in the control phase.
- A written IAP is not required, but a documented operational briefing will be completed for all incoming resources.
- The agency administrator may have briefings and ensure the complexity analysis and delegations of authority are updated.
- The role of the agency administrator includes operational plans including objectives and priorities.
- Examples include a multi-vehicle accident, small grass fire, or a search and rescue operation.

Type III – Lake County EOC and Local Mutual Aid

- Capability requirements exceed initial occurrence and multiple agencies become involved.
- The situation may be an incident of significance (community impact).
- Incident Command System positions will be added to match the complexity of the incident.
- Some or all the command and general staff, division or group supervisors and unit leader positions may be activated.
- A Type III Incident Management Team or incident command organization through initial actions with a significant number of resources, an extended attack until containment or control is achieved, or as an expanding incident manages incident response until the transition to a Type II Incident Management Team.
- The Lake County EOC may be activated.
- A Joint Information Center may be established.
- The incident may extend into multiple operational periods.
- Mutual aid or state assistance will be required.
- A written IAP is required for each operational period.
- Examples include a school hostage situation, large structure or wildfire, blizzard, or widespread and extended utility outage.

Type II – State EOC, State Agencies, and Regional Mutual Aid

- This type of incident extends beyond the capabilities for local controls and is expected to go into multiple operational periods.
- This is an incident of significance and may be a declared emergency or disaster.
- This type of incident may require assistance from multi-jurisdictional, regional, state, and/or federal resources to effectively manage the operations, command, and general staffing.
- Most or all the command and general staff positions are filled.
- The incident may be transferred to an Incident Management Team.

- The Lake County EOC will be activated,
- The State EOC may be activated.
- A Joint Information Center is established.
- A written IAP is required for each operational period.
- Many of the functional units are staffed.
- The LCOEM is responsible for the incident complexity analysis (may be assisted by the state Fire Management Officer (FMO)).
- The EOC Policy Group has overall oversight of the incident, County management briefings, and the written delegations of authority.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).
- Examples include large wildfire or sustained power outage where a significant number of citizens are affected, or a significant amount of property damage has or is expected to occur.

Type I – Department of Homeland Security/FEMA, Federal Agencies, National Mutual Aid

- This type of incident is the most complex, requiring federal resources to manage and operate safely and effectively.
- The incident will be transferred to an Incident Management Team.
- The Lake County EOC and State EOC are activated.
- A Joint Information Center is established.
- All command and general staff positions are activated.
- Branches are established.
- The LCOEM, working with on-scene Incident Command, is responsible for the incident complexity analysis, overall situational awareness of the incident, county management briefings, and working with the Policy Group for the delegation of authority.
- The incident has a significant impact on Lake County. Additional staff for administrative and support functions may be required.
- Operational personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.
- Examples include a major wildfire involving multiple structures or a pandemic.

INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

Collecting, analyzing, and disseminating information is a critical function of the EOC. The information aspects of a disaster or large-scale event are performed by a combination of personnel

in the EOC to rapidly build and maintain situational awareness. Specifically, the primary positions that develop and disseminate information to first responders, the incident commander and the public include, but are not limited to: Situation Unit, Resource Unit, EOC dispatcher(s), and the Public Information Officers. Each ESF lead has information to contribute to the overall Common Operational Picture [COP] and is responsible for providing timely updates to the Situational Unit Leader.

Information is needed to form decisions, establish priorities and timelines, request or provide resources to incident commanders or mutual aid partners, provide warning to the public, coordinate protective actions, restore services, or stand down response operations. Ultimately, the goal of the information management function is to establish and maintain situational awareness and a common operational picture.

Key elements of information management include:

- Determining necessary information [developing priority information requirements].
- Information collection plan [update\ modify the existing collection plan].
- Verification and validation of information.
- Analysis of the information received.
- Determining who needs the information.
- Packaging and distributing to information users.
- Recording or filing information for later use.
- Timelines or reoccurring information cycles.

Situational Awareness and Common Operational Picture

Situational Awareness is the ability to identify, process, and comprehend the critical elements of information about what is happening with the response team regarding the incident. More simply, it's knowing what is going on around you and how that will affect response and recovery operations down the road. In other words, it's the "big picture" of our operation.

A Common Operating Picture (COP) is a standard [shared] overview of an incident. It provides incident information that enables the Incident Commander/Unified Command and any supporting agencies and organizations to make effective, consistent, and timely decisions. See the Information Group Annex for tools used in the EOC for COP development, including the Incident Situation Report, Essential Elements of Information with checklist, and sample Lake County Consequence Management/Situation Report.

The Information Section, including the Situation Group, will collect and analyze information to identify current situational considerations, incident trends, resource allocation needs, operational assignments, and unmet needs to support planning initiatives.

The State of Colorado Emergency Operations Center has specific essential elements of information (EEI) to maintain situational awareness at the State level. The Lake County OEM Director will notify the DHSEM Regional Field Manager of:

- Any incident or event that could receive significant state or national attention, to include the death of a first responder.
- Any incident related deaths or injuries within the population that could exceed local capacity.
- Any extended closure of four (4) hours or greater of major highways, airports, or railways that creates a significant response or supply chain disruption.
- Any incident related evacuation, food, water, and/or sheltering requirements that could exceed the local capacity.
- Any developing situation that threatens the stability of local or state Community Lifelines.
- Any imminent threats to critical infrastructure.

Decision Quality Information

A critical component of the information management cycle is filtering and developing raw data into decision quality information from which incident commanders, elected officials and EOC directors can make evidence-based decisions. Examples of decision quality information include accurate numbers of patients, damaged infrastructure, fatalities, weather, resources status [required, ordered, traveling, staging, assigned, out of services...] as well as critical services: medical, water, electricity, sewage, useable transportation routes, shelter, food, FAN, etc.... [lifeline services]

What Do We Need to Know?

The Situational Unit Leader in conjunction with the EOC Director will develop and establish Priority Information Requirements which include the following elements:

- Define the operational environment.
- IC requirements [decision quality information]
- Accurate and specific instructions for the public [what do you want them to do]

- Life safety issues
- Time sensitive
- Protective actions for people, property, and the environment
- Essential services

Sources for information: on-scene responders, ICS 214- Activity Logs, county/ city departments, state/ federal agencies and non-governmental organization partners, television, radio, and print media, social media, victims of the emergency or the public [crowd sourcing], subject matter experts.

Data Collection Plan

The Situational Unit Leader will update and modify as required the current data collection plan to meet the current incident needs:

- 911/ Dispatch calls
- National Weather Service [current/ predicted]
- GIS/Geospatial
- Notification systems [EAS/ IPAWS/Reverse 911]
- Government databases
- Social Networking (Twitter, Facebook)
- Smart phone pictures, video, and text
- Verbal-First responder “wind shield survey”

Recording the source of the information and any contact information for the source is critical to follow- on steps in the information management cycle.

Verification Of Information

Changing raw data from collection sources into useable decision quality data requires the Situational Group Leader and Public Information Officer to validate and verify collected information. The validation process is not extended to all collected data, but verification should be extended to these classes of information:

- Decision quality for IC and elected officials
- Public statements
- Press releases
- Other public communications
- Consult Subject Matter Experts for validation of selected information.

Analysis Of Information

Information gatherers need to distill the raw collected data to relevant and actionable information by:

- Searching for relationships and connections
- Connecting or recognizing the relationship between information from different sources—developing the “big picture”
- Identifying gap analysis and additional requirements
- Determining what and who to share the information.

Who Receives Information

The Situational Unit Leader should pre-determine information distribution lists and defined methods based on exercises and similar incidents:

- Incident Command / Unified Command
- All Emergency Support Function Leads
- Non-Governmental Organizations
- Elected Officials

WebEOC is the primary system utilized by Lake County OEM to share intelligence and information with State and local partners. Internally and as a backup, LCOEM utilized Microsoft Teams, text messages and Everbridge Alerts (internal and external) to share necessary information and intelligence.

Information Dissemination Plan

The Situational Unit Leader should develop a dissemination plan prior to any exercise or incident in addition to the pre-incident data collection plan. Possible information recipients include, but are not limited to:

- Decision quality for IC/ IMT
 - Elected officials
 - Policy Group
 - Executive talking points—town hall meeting/ news conferences.
 - ESF Leads
- State/ Federal partners

- WebEOC: Situation report [SitRep]
- Internal synchronization: MS Word event/time/source
- Public facing
 - Social media\ print media
 - Press releases
 - News conferences/ town hall meetings

COMMUNICATIONS

Before, during and after an emergency event, the timely and accurate distribution of information is essential in protecting and assisting the citizens of Lake County. People need to understand what is happening, what actions they should take, how urgent their actions are and what to expect. In Lake County, there are a variety of ways that emergency communications are provided to citizens, including the Emergency Notification System (Lake County Alerts/IPAWS), the National Weather Service internet site, and print media. The South Central Regional Tactical Interoperable Communications Plan (TIC) contains information concerning communications with partner jurisdictions.

Infrastructure

The state as well as Lake County uses the Digital Trunked Radio System (DTRS) as the primary command and control radio system for daily operations as well as disasters.

The Colorado Office of Public Safety Communications (OPSC) within the Division of Homeland Security and Emergency Management (DHSEM), has 256 radio sites on five zone controllers with just over 127,000 user radios, though the number of user agencies is stable. In August of 2023, OPSC handled just over 9.5 million radio calls equaling almost 14,500 hours of radio talk time for the month.

Lake County has a VHF radio system for redundant communications for first responders and sustained emergency responses. The VHF radio system has repeaters in the south, central and north Lake County to provide adequate coverage. The EOC maintains a Ham radio system and supports a Ham repeater co- located at the Quail Mountain VHF repeater site. The Ham radio provides a third communication system for further redundancy should the state DTRS and county VHF be overwhelmed by the number of users generated from a disaster.

The Lake County E911 Authority utilizes the Emergency Telephone Charge from telecom

providers to maintain and replace communications equipment, including the VHF radio system.

Lake County Communications Center

The dispatch center serves as the hub of communications for Lake County. The dispatch centers responsibilities include activating notifications for appropriate first responders and altering public with important messages (i.e. evacuation notifications), maintaining communication with the IC, conducting single point ordering through dispatch until ordering responsibilities are moved to the EOC, relaying critical information to responders, developing and revising incident specific ICS-205's, facilitating communications with mutual aid and other dispatch centers, and additional communications needs as required.

Available Modes of Communication

WebEOC is Lake County's and the State of Colorado's web-enabled crisis information management system and provides secure real-time information sharing to help first responders, city and county managers make sound decisions quickly. Each department and agency responsible for emergency response and or awareness will receive an email describing the event and prompting log-in to the system for further information and real-time situational awareness.

VHF/ UHF Radio Communication: The county's VHF radio system will be used to provide first responder and county-wide coordinated responses as a secondary communication mode to any emergency.

DTRS: Digital Trunk Radio System 800MHz is the primary method of radio communications for emergency response in Lake County.

- To note: LLCFR switches to primarily VHF communications during a wildfire or any Immediately Dangerous to Life or Health (IDLH) environments and does not primarily utilize the 800MHz system in those circumstances.

MARS: The Military Affiliate Radio System (MARS) is a Department of Defense sponsored program, established as separately managed and operated programs by the Army, Navy-Marine Corps and Air Force. MARS members are volunteer licensed amateur radio operators who are interested in providing auxiliary or emergency communications to local, national, and international emergency and safety organizations, as an adjunct to normal communications. The

primary concept of MARS is to meet the requirements of training for any communications emergency. To this end, organization, methods, and facilities must be adequate to meet any emergency requirements and must be flexible in order to provide for rapid expansion. Normal methods must be such that only minor changes will be required when shifting to an emergency status.

ARES: The Amateur Radio Emergency Service consists of licensed amateurs who have voluntarily registered their qualifications and equipment for communications duty in the public service when disaster strikes. Lake County will use ARES personnel to communicate if the State Digital Trunk Radio [DTSR] and VHF radio systems are incapacitated and/or overwhelmed. Amateur Radio Emergency Service (ARES) is a corps of trained amateur radio operator volunteers organized to assist in public service and emergency communications. It is organized and sponsored by the American Radio Relay League (ARRL) and the Radio Amateurs of Canada.

RACES: Radio Amateur Civil Emergency Service is a protocol created by the Federal Emergency Management Agency (FEMA) and the Federal Communications Commission (FCC Part 97, Section 407). Lake County will use ARES personnel using the RACES protocol for communications when conventional VHF/UFH communications are not sufficient.

Variable Message Boards: The variable message boards are self-contained portable boards. Approximately 3 lines of text can be displayed to provide public awareness and direction to further information.

Emergency Notification System: Officials can notify the entire county or specific locations within Lake County using the public telephone system and using cellular service if subscribed to *Lake County Alerts*. The targeted area receives a pre-recorded message. The system uses a database of telephone numbers and associated addresses, which, when tied into geographic information systems (GIS), can be used to deliver recorded emergency notifications to a selected set of people by telephone.

Integrated Public Alert & Warning System (IPAWS)

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

IPAWS allows ESF-2 and the EOC to send emergency alerts to phones in a certain geographic location within limitations of messaging. These are to be used for specific life-safety threats, such as evacuations or shelter-in-place. Alerts may be issued through Everbridge, similar to Lake County Alerts but IPAWS does not require people to be subscribed but does require for their phone to be turned on, in cell-service, and the user must not have opted-out of the alerts.

Cell phone and land line: Alert the organization and department personnel using up-to-date call down trees.

Lake County Emergency Management site:

<http://www.lakecountycolorado.com/emergencymanagement/> Contains emergency information and contact numbers for emergency services. The Lake County Emergency Management site will be updated as appropriate for current emergency situations.

Lake County Office of Emergency Management Facebook Page:

<https://www.facebook.com/LCOEM>

Radio Stations: There are no radio stations in Lake County; however, there are stations in Chaffee and Eagle County that can broadcast to most of the county.

NOAA National Weather Service Alerting Service (Radio): None. There are no NOAA stations in the Arkansas Valley and NOAA has indicated they do not intend to place stations in Chaffee and Lake Counties.

Emergency Alert System (EAS): None. No access points in Lake County. The closest access point is via Summit County OEM.

School District Phone Alert: Like Reverse 911, the School District Phone alert system can dial all student homes and broadcast a pre-recorded message. This system could be used to augment the existing County Reverse 911 and reinforce messages to the community.

Cell on wheels (COW): A cell on wheels, usually referred to as a COW, is a mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or trailer, designed to be part of a cellular network. COWs are used to provide expanded cellular network coverage and/or capacity at special events such as major sporting events (Super Bowl, World Series, Rose Bowl), major conventions, or in disaster areas where cellular coverage either

was never present (e.g., in a wilderness area where firefighters have set up a command center during a major forest fire) or was compromised by the disaster (e.g., in the Gulf Coast after Hurricane Katrina). Following the September 11 attacks on New York City in 2001, 36 cellular COWs were deployed by September 14, 2001, in Lower Manhattan to support the U.S. Federal Emergency Management Agency (FEMA) and provide critical phone service to rescue and recovery workers. COWs provided cellular service in Southwest Florida the aftermath of Hurricane Charley in 2004 with most of the area's stationary cell towers destroyed.[2] 26 Cell on Wheels towers were put in place in Washington, D.C. for the inauguration of Barack Obama in January 2009 to handle the millions of extra people and calls in the city, especially on and near the National Mall. Lake County does not currently have a COW available, but does have partners in the area that will loan.

Joint Information System (JIS)

To ensure coordination of public information during incidents that involve multiple agencies and/or jurisdictions, the IC/UC may use a JIC to support the gathering, verification, coordination, and dissemination of accurate, accessible, and timely information. The JIC is a central location that facilitates operation of the Joint Information System (JIS). In the early stages of response to an incident, the PIO shall consult with the IC/UC and/or EOC director regarding the opening of a JIC. See ESF#15 for detailed discussion and organizational charts for establishing a JIC.

ADMINISTRATION

Employee Reassignment

Due to its small jurisdiction, during an emergency it may become necessary for Lake County to reassign certain employees to complete duties that are outside their duties during routine operations. All job descriptions in Lake County list that the job description should not be seen as an exhaustive list, and there may be other duties as assigned.

In addition, as mentioned in the Lake County Employee Handbook and all Lake County Job Descriptions:

“Notice of Emergency/Disaster Responsibilities

All Lake County Employees may be required to work as a Disaster Service Worker when a local declaration of emergency or disaster is declared by the Board of County Commissioners. To be

prepared for this role, all employees and emergency service function (ESF) leads will attend emergency management trainings and exercises as requested by the Director of Emergency Management. With advanced notification from OEM, employees will make reasonable efforts to attend training events in coordination with other employees and supervisors.

The BOCC may choose to include in their Disaster Declaration the following language: “The County Human Resources Manager has full authority to suspend and modify all County Personnel Rules as necessary.”

Workers Compensation

While no employer can guarantee the safety and health of all its workers, it is the goal of the County to perform its work in the safest manner possible. The safety and health of our employees and others that may be in our work areas is paramount. All employees are responsible for working safely and productively, both for the protection of themselves and their fellow workers, and to support all County safety efforts. Employees should immediately report unsafe practices, conditions, or accidents to their manager.

Worker’s compensation claims are to be administered according to the process and procedures outlined in the Lake County Employee Handbook, adopted by the BOCC in July 2022, and all forms are available on the internal County employee webpage.

Insurance

Lake County holds insurance for County assets through County Technical Services, Inc. (CTSI) and participates in the National Flood Insurance Program (NFIP) with the Floodplain Manager in Community Planning and Development Department. Insurance policies can be found with the Finance Director.

For Lake County residents, homeowner’s insurance can be difficult to acquire and maintain. Due to the high fire danger, many insurance companies will not issue policies to residents. Lake County also has four mobile home parks, for which insurance is difficult.

Timekeeping

Tracking employee time spent on emergency operations can be an important aspect of determining disaster costs and opportunities for reimbursement. Lake County maintains the same timekeeping

policies during regular operations and during emergency operations. Lake County employs Tyler Technology's "Employee Access Pro" to maintain accurate records. If, for some reason, this timekeeping software cannot be used, employees are instructed to maintain their records using paper timecards, IS-214 form, and/or WebEOC, and then send their records to the finance and administration department on a designated day once every week. More information on payroll and financial policies can be found in the Lake County Government Financial Policies, located on the Lake County Government website or by request.

The Finance Group in the Lake County EOC will assist with tracking costs incurred such as personnel, overtime, equipment costs, volunteer labor, and eligible donations. New incident codes will be created to attach to incident-related costs, including payroll.

Records Retention

To provide normal government operations following a disaster, each department or agency must take actions to protect essential records. Essential records may be stored in BOLDPlanning/COOP, or on a backup server or hard drive. For retention, many departments/offices like the Clerk and Recorder's office and Finance Department, utilize State and federal mandated retention policies. Each Lake County department is required to keep and maintain records by their own retention policies and procedures following best practice and regulations and requirements.

Use of Volunteers

Volunteers are a pillar of Lake County emergency management, and participate in mitigation, response, and recovery work. Lake County works with individual volunteers to find appropriate roles that match the needs of the OEM and the volunteer's skill set and interests. The Lake County Employee Handbook defines volunteers and relevant policies and procedures.

Volunteers with Lake County Search and Rescue and/or registered volunteers responding to an emergency/disaster are designated by the County and are covered under Lake County's Worker's Compensation Insurance while providing such volunteer services.

During an emergency, volunteers and/or donations are managed under the Mass Care Group, with support from the Resource Section.

Documenting Response and Recovery Operations

Lake County has established policies and procedures for documenting response and recovery operations including cost recovery information, requests for aid, budget control, legal protections, operational efficiency, and other areas. Lake County’s documenting procedures follow and are in accordance with the State of Colorado and FEMA guidelines. More detailed information regarding the documentation of response and recovery operations can be found in the Resource Mobilization Annex, Lake County Financial Policies, Lake County Disaster Recovery Plan, and WebEOC.

After-Action Reporting (AAR)

In the spirit of continual growth and progress, Lake County OEM will host an AAR followed by a written AAR/Improvement Plan (IP) after any incident, to include training and exercises, planned incidents, and response operations. The AAR will document at a minimum the activities that took place, issues that occurred, areas for improvement, successes, and an improvement plan with individual/office/agency assignments.

AARs will be reviewed when designing and planning exercises, developing the yearly Integrated Preparedness Plan (IPP), before any annual events, and during any plan maintenance to further improve Lake County operations.

FINANCE

Authorities and Policies

Within all five mission areas of emergency management, in particular response, LCOEM will follow the below local, state, and federal financial policies for spending, procurement and contracting.

Local

- Lake County Financial Policies, BOCC Approval Date July 26, 2023
- Lake County Purchasing Policy, BOCC Approval Date February 23, 2022
- Lake County BOCC Resolution 2015-15, Amending Resolution 2011-31 Regarding Disaster Declaration Authorization and Pre-Disaster Spending Limits and Authorizations
- Lake County Government Employee Handbook, BOCC Approval August 10, 2022

State

- State of Colorado Constitution
- Colorado Taxpayer’s Bill of Rights (TABOR)

Federal

- 42 U.S.C. §5191 Known as Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Title 2, Code of Federal Regulations, Part 200 (2 C.F.R.)
- National Response Framework

Emergency Procurement and Spending, Contracting, and Contracting Land Use Agreements

In accordance with the above listed policies, the Resource Section, consisting of ESF 7- Logistics and the Finance/Administration Group, is responsible for the procurement of any resources needed for emergency response. Generally, the resource request and ordering process will consist of these steps when the EOC is activated, and resource ordering has transitioned to the EOC:

- Request made to the Logistics Manager with a 213rr and the following information:
 - Kind
 - Quality
 - Type per FEMA Typing Standards
 - When the Resource is Needed (ex: in under 2 hours, 4 hours, specific)
 - Delivery Location/Staging Area Contact
 - Requestor Name/Contact/Position/Call Sign
 - Recommended Providing Source
 - Person Authorizing Resource Fulfillment
- Request reviewed and validated by Logistics Manager.
- Order resources utilizing mutual aid agreements or local resources first.
- Resources received and delivered.
- Payment reconciled by Resource Section.

Lake County will utilize existing County contracts first to make purchases or secure services, and prioritize local, pre-established mutual aid agreements to fulfill resource requests. When those agreements are unavailable, the Resources Section will operate within the defined parameters of the disaster declaration (if applicable) and the Emergency Purchases Section of the Lake County Financial and Purchasing policies.

Tracking disaster costs will be completed by the Resource Section and Finance Group. Costs will be tracked using specific incident general ledger codes through Tyler, WebEOC, and when needed, through Excel or paper methods. Cost tracking documentation will be completed to facilitate disaster reimbursement procedures.

All financial records will be retained in accordance with the State of Colorado and Federal record

retention policies.

LCOEM is responsible for working with the BOCC and County Attorney to negotiate pre-disaster contracts in accordance with financial policies to secure vendors and pricing before a response is needed.

During a response, the Lake County Financial Policies allow for certain purchases to be exempt from formal procurement and/or prior budgeting in situations where public health, safety, or welfare are endangered.

LCOEM will also negotiate mutual aid agreements for use of public and private land during a response. Copies of these mutual aid agreements with private landowners can be found in the BOLDPlanning COOP module. LCOEM will partner with facility managers in the County to utilize facilities for staging areas, command centers, recovery centers, shelters, and other needed buildings. Lake County may also temporarily suspend the enforcement of certain land use requirements and fees for use of response. An example of this would be the use of Ice Palace Park, 6th Street Gym, and the pool for firefighter sheltering and care during the Treasure Fire in June 2012.

LOGISTICS

Mutual Aid and Regional Aid Agreements

Mutual Aid Agreements (MAA) are a written arrangement between offices and/or jurisdictions in which they agree to assist one another, upon request, through personnel and/or equipment in an emergency. Mutual aid partners will be requested when local resource capacity is surpassed, or if Lake County does not possess the needed capabilities to respond to an incident.

As all incidents are managed at the lowest level, Lake County will utilize local MAAs first, then when those have been exceeded, state or federal resources can and may be requested, especially for specialized resources.

The below list highlights some of the existing Intergovernmental Agreements (IGA), MMAs, Memorandum of Understanding (MOU), and regional aid agreements that LCOEM and other Lake County agencies maintains:

- MAA between Leadville-Lake County Fire Rescue and Summit Fire.
- MAA between Leadville-Lake County Fire Rescue and Eagle River Fire.
- MAA between Leadville-Lake County Fire Rescue and Chaffee County Fire.
- Regional Aid Agreement with the South-Central All-Hazards Region, including Lake, Teller,

Park, Chaffee, and El Paso counties, managed by LCOEM.

- MOU between Lake County School District and Lake County Public Health Agency for use of school district facilities.
- IGA for the Lake County E911 Authority between Lake County, the City of Leadville, and St. Vincent's General Hospital District.

All mutual aid agreements, of all types, will be reviewed and approved by the appropriate leadership and legal counsel.

Mutual aid agreements will be reviewed by the responsible party on an annual basis. The review of the agreements will coordinate with the jurisdiction/agency/organization that is entered into the agreement to ensure that no changes need to be made. Any changes that do need to be made to the agreements will be updated and coordinated with the responsible parties and sent to the appropriate leadership entity for review and signature.

Resource Gaps

Lake County completed the Colorado Emergency Prepared Assessment (CEPA) in 2019, and will be conducting another assessment in 2024, as documented earlier in this EOP. Utilizing the results of these assessments, along with plans such as the Hazard Mitigation Plan, and After-Action Reviews from incidents, among other documentation, departments and agencies are encouraged to document and inventory their critical and regular resources on a regular basis to address resource gaps prior to an incident.

Some gaps Lake County agencies and departments are addressing in coming years found through CEPA include resources related to:

- Mass care for animal sheltering, trailers, and tents
- Fire coverage/apparatus
- Mass fatality assistance

Some gaps identified will never be completely closed due to the rural jurisdiction size of Lake County. In these cases, Lake County agencies and departments will pursue MAA agreements with partners who do have these resources.

Resource Tracking

The Lake County resource ordering, tracking, and requesting process generally follows the path of

receiving the resource request, assigning the request to the Logistics Manager, and then fulfilling the request locally, through mutual aid, or the State (in that order.) The Logistics Manager may contact the requestor for more information if needed.

Resources are tracked on WebEOC, an internet-based incident and event management platform managed by the Colorado Division of Homeland Security and Emergency Management (DHSEM). Most jurisdictions in Colorado utilize WebEOC to some extent. This platform supports ICS, provides provisions for NIMS, and is compliant with both. WebEOC does require internet access and prior authorization to view and input information for resource tracking and maintaining situational awareness.

LCOEM utilizes single-point ordering, and the Logistics Manager will use WebEOC to and the 213RR resource request form to track all resources across ordering, procuring, fulfilling and demobilization. If WebEOC is not available, paper 213RRs are available, along with other forms of communication through email. 213RRs will always be required when requesting resources through the state emergency operations center for state and federal resources.

Resources not fulfilled through Lake County's existing inventory may be procured or purchased from private sector entities, non-governmental organizations, and/or other community partners. The Logistics Manager will coordinate with the Finance Group to purchase and receive resources using these paths.

In addition to WebEOC, Lake County will also utilize the Colorado Resource Rate Form (CRRF) to request resources. More information can be found in the Lake County Resource Mobilization Annex.

Specialized Resources

Lake County plans and prepares for all-hazards but may not always have adequate specialized resources to respond to hazards. When a specialized resource request is made to the Logistics Manager, they will examine all local and regional-level MAAs to see if the resource can be fulfilled there. This may include things like community animal response teams or HAZMAT response resources. For requests that cannot be fulfilled through that path, WebEOC will be utilized to request resources from the State emergency operations center.

Resource Management Plan

Lake County prioritizes using WebEOC for resource tracking and ordering needs. Employees and EOC staff are encouraged and trained to use WebEOC as their first source of information regarding needed and available resources. The Resource Section will make recommendations to the EOC Manager when

mutual or regional aid agreements should be activated, or when contracting and purchasing paths need to be pursued. The EOC Manager will then notify the relevant lead of the identified gap to see if they can fill the gap with appropriate means (ex: Lake County Public Health Agency coordinating with Chaffee County Public Health).

LCOEM maintains the Resource Mobilization Annex as part of this EOP, which addresses resource ordering, available resources, and the process of requesting resources, along with demobilization.

Logistical Support for Planned Operations

Lake County has many pre-planned events throughout the year, especially in the summer months. The following events occur yearly and require pre-planning:

- Boom Days
- Leadville Race Series
 - Marathon & Heavy Half
 - Silver Rush 50 MTB & Run
 - 100 MTB
 - 100 Run
- Numerous other outdoor recreation trail events, such as mountain biking and trail running races.
- Various parades
 - 4th of July
 - Boom Days
- 4th of July Fireworks Show
- Annual Fly-Ins at the Leadville-Lake County Airport

LCOEM may activate the EOC to a partial level during these pre-planned events and have additional staff on standby in case additional resources are needed. Resource needs and capabilities are different between events, and conflicting events especially will require extra resources. LCOEM will coordinate with relevant departments to inventory resources and address gaps for pre-planned events, and needed planning measures will occur anywhere from one-year to two-months in advance of an event.

PLAN DEVELOPMENT AND MAINTENANCE

The Lake County EOP will be reviewed, by December 31st of each year, by Lake County Office of Emergency Management and with input from local ESF leads and supporting agencies. A formal update to the EOP will occur every three years. The ongoing planning process includes the identification of resource and training needs based on AARs produced from local exercises

and events. The Lake County Office of Emergency Management is responsible for the consideration of EOP updates after major incidents, exercises, and planned events.

Exercise and Testing of the Plan

Departments, offices, and other organizations with responsibilities identified in the EOP are responsible for ensuring that their staff is familiar with the provisions of the plan and adequately trained to carry out emergency assignments. Staff participation in periodic exercises and regular EOC training provides the best opportunities for refining plans and procedures in preparation for an actual disaster and emergency event.

Integrated Preparedness and Planning Workshop/Plan (IPPW/IPP)

LCOEM will coordinate with DHSEM Integrated Preparedness and Planning Specialist and the South Central All-Hazards Program Administrator to host a local IPPW with local partners, agencies, and departments. The IPPW will be seen as a preparatory step for the regular Full-Scale Exercise and will inform the development of an IPP. The IPP will also take into consideration AARs/IPs of previous exercises and actual incidents and planned events. LCOEM will also use this information to participate in the South-Central Region IPPW held in early spring each year.

AUTHORITIES AND REFERENCES

Legal authority to create and maintain this plan, which includes Emergency Operations, Recovery, and Continuity of Government, is found the Colorado Revised Statutes Title 24, Article 33.5, Part 705 (2), which states “The office of emergency management shall create a comprehensive emergency management program that includes policies, plans, and procedure that addresses the preparation, prevention, mitigation, response, and recovery from emergencies and disasters. The office shall prepare, maintain, and keep the program current in order to meet the needs of the state.”

Lake County BOCC Resolution 2014-32 and the Lake County BOCC Annual Resolution identifies the authority and responsibility for the Lake County OEM Director to conduct emergency management operations in Lake County.

Continuity of Government/Succession of Authority

The Lake County Continuity of Operations Plans provides the framework to establish the

continuity of government. The purpose of continuity of operations includes the capability of maintaining the core operations and essential functions/ services of Lake County organizations during emergency conditions. Departments and organizations accomplish this through the development of plans, procedures, and provisions for leadership succession, essential functions, alternative facilities, personnel, resources, interoperable communications, and vital records and databases.

Succession of Authority for the board of county commissioners, emergency management, and other county departments is located on the BOLDPlanning COOP website.

Pre-delegated emergency authorities can be found in the Disaster Declaration Annex, COOP, and/or the Lake County BOCC Resolution 2023-15.

Federal, State and Local Authority References

Federal

1. Americans with Disabilities Act of 1990 (ADA)
2. Comprehensive Preparedness Guide (CPG) 101 Version 3.0, September 2021
3. Comprehensive Preparedness Guide (CPG) 201 Version 3.0, May 2018
4. Federal Continuity Directive (FCD) 1 and 2
5. Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2009.
6. Continuity Guidance Circular (CGC) 1 and 2
7. Homeland Security Act Of 2002 Public Law 107–296
8. 42 U.S.C. §5191 Known as Robert T. Stafford Disaster Relief and Emergency Assistance Act
9. PL 99-499 Superfund Amendments and Reauthorization Act - SARA Title III - Community Right to Know Act (1986):
10. National Continuity Policy (NSPD 51/HSPD 20)
11. National Protection Framework, June 2016
12. National Prevention Framework, June 2016
13. National Mitigation Framework, June 2016
14. National Response Framework, October 2019
15. National Disaster Recovery Framework, June 2016
16. Pets Evacuation and Transportation Standards Act of 2006, Public Law 109-308.
17. Plain Writing Act of 2010 Public Law 111–274—Oct. 13, 2010
18. Post-Katrina Emergency Management Reform Act of 2006
19. Presidential (Policy) Decision Directive 5 (2003) as amended: Management of Domestic Incidents
20. Presidential (Policy) Decision Directive 7 (2003) as amended: Critical Infrastructure Identification, Prioritization, and Protection

21. Presidential (Policy) Decision Directive 8 (2015) as amended.

State

1. Colorado Disaster Emergency Act, C.R.S. 24-33.5-700 series
2. Colorado Revised Statutes (Title 25, Article 11, Part 101 et. Seq., Radiation Control Act
3. Colorado Revised Statutes 29-22-101, et seq., Hazardous Substance Incidents
4. Colorado Revised Statute 30-10-513.5, Sheriff Authority for Forest fires
5. Constitution of the State of Colorado Article IV, Executive Department
6. State of Colorado Emergency Operations Plan, May 2023

Local

1. County Resolution number 2014-32 establishing the Office of Emergency Management and designating the position of emergency manager dated June 16, 2014
2. County Resolution for NIMS Implementation dated October 2006
3. Mutual Aid Agreements, Automatic Aid Agreement & Private Sector Contracts [See the Continuity of Operations Plan file archive for electronic copies]
4. Lake County BOCC Resolution 2015-15, Amending Resolution 2011-31 Regarding Disaster Declaration Authorization and Pre-Disaster Spending Limits and Authorizations
5. County Resolution number 2023-16, Adopting the Lake County Emergency Operations Plan
6. Lake County Public Health Authorities are derived from the Lake County Board of County Commissioners, who also sit as the Lake County Board of Health. The Lake County Board of Health provides direction, oversight, and guidance to Lake County Public Health Agency.
7. The Lake County School District Board of Education is the authority for the Lake County School District and provides direction, oversight, and guidance to Lake County School District staff and leadership.

The Lake County EOP uses the foundation provided by the Homeland Security Act, HSPD #5, PPD #8, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), and the Colorado Disaster Emergency Act of 1992 to provide a comprehensive, all hazards approach to incident management. Nothing in this plan alters the existing authorities of individual departments and agencies. This plan establishes the coordinating structures and processes required to integrate the specific statutory and policy authorities of various departments and agencies in a collective framework.

See glossary of terms in Appendix C for definitions related to federal and state authorities.

APPENDIX A: SUPPORTING PLANS AND ANNEXES

Previous versions of this EOP listed plans, appendices, checklists, and annexes that are currently going through revision and updating or may not be aligned to current standards and best practices. Table 1 contains ESF Annexes. Table 2 contains EOP Supporting Documents, Incident and Event Annexes that are a part of emergency operations in Lake County, along with

a timeline for updates/creation, and any relevant notes.

The third table lists plans and procedures that are no longer applicable to emergency operations that were listed in previous EOPs, with notes of what annex the information can be found int.

Table 1: Lake County EOP Emergency Support Functions (ESF) Annexes

ESF #	Name	Notes
ESF 1	Transportation	Review begins 2024
ESF 2	Communications	“
ESF 3	Public Works	“
ESF 4	Fire	“
ESF 5	Emergency Management	“
ESF 6	Mass Care	“
ESF 7	Logistics	“
ESF 8	Public Health and Medical	“
ESF 9	Search & Rescue	“
ESF 10	Hazardous Materials (HAZMAT)	“
ESF 11	Natural Resources	“
ESF 12	Public Utilities and Energy	“
ESF 13	Public Safety	“
ESF 14	Community Recovery and Mitigation	“
ESF 15	External Affairs	“

Table 2: Lake County EOP Supporting Incident and Event Annexes and Plans

Unless labeled as “plan,” assume it is an Annex. All checklists mentioned in the previous EOP will be added to the appropriate Annex (ex: Finance Checklist under ESF 7 Annex, ESF 13 Checklist in ESF 13 Annex). As revisions occur, previously stand-alone annexes may be combined with other annexes. This list is not all inclusive.

Name	Review and Approval	Next Review
Community Wildfire Protection Plan (CWPP)	Approved August 2022	2027
Continuity of Operations/Government (COOP/COG)	Annually	2024
Debris Management Plan	In progress	2025
Hazard Mitigation Plan	In progress	May 2024
Integrated Preparedness Plan (IPP)	Annually	2024
Recovery Plan	November 2023	2025

South Central Region (SCR) Tactical Interoperable Communications (TIC) Plan	Approved January 2023	2026
Resource Mobilization	In progress	2024
Damage Assessment	In progress	2024
Disaster Finance	In progress	2024
Disaster Declarations	Oct 2023	2026
Donation/Volunteer Management	To be started	2025
EOC Activation/EOC Management	In progress	2024
Evacuation	In progress	2024
Family Assistance Center	To be started, possibly in conjunction with Evacuations	
Lifelines	To be started	2026
Mass Care/Sheltering	In progress	2024
Mass Casualty Incident	To be started	
Mass Fatality	To be started	
Point of Dispensing (POD)	To be started	
Power Outage	To be started	
Rapid Needs Assessment	In progress, possibly conjunction with Damage Assessment	2024
Severe Weather Response	To be started	
Wildfire	To be started	

Table 3: Lake County Annexes/Plans Discontinued

Appendix, Plan or Annex Name	Moved Under	Completion
EOP Appendix A: Information & Intelligence Sharing	ESF 15: External Affairs / Information Section Annex	
EOP Appendix B: Disaster Declaration Process	Disaster Declaration Annex	November 2023
EOP Appendix D: Delegation of Authority	Possibly: Resource Mobilization, Wildfire, Disaster Declaration	

EOP FEMA Public Assistance Process	Annex X	
Access and Functional Needs	All annexes/plans	Ongoing
Ebola Monitoring	TBA	
Ebola Response	TBA	
Landslide/Localized Flooding Debris	Debris Management	Ongoing
Pandemic Flu	TBA	
Pet Sheltering	Mass Care/Sheltering	
Reentry	Evacuation	2024

APPENDIX B: GLOSSARY OF TERMS

Access and Functional Needs (AFN)

Those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting. These actions are in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability-related needs of individuals who have disabilities as defined by the Americans with Disabilities Act Amendments Act of 2008, P.L. 110-325, and those associated with them.

Access and functional needs may include modifications to programs, policies, procedures, architecture, equipment, services, supplies, and communication methods. Examples of “access and functional needs” services may include a reasonable modification of a policy, practice, or procedure or the provision of auxiliary aids and services to achieve effective communication, including but not limited to:

- An exception for service animals in an emergency shelter where there is a no-pets policy.
- The provision of way-finding assistance to someone who is blind to orient to new surroundings.
- The transferring and provision of toileting assistance to an individual with a mobility disability
- The provision of an interpreter to someone who is deaf and seeks to fill out paperwork for public benefits.

American Red Cross (ARC)

A nongovernmental humanitarian organization led by volunteers that provides relief to victims of disasters and helps people prevent, prepare for, respond to, and recover from emergencies. The American Red Cross accomplishes this through services that are consistent with its Congressional Charter and the Principles of the International Red Cross Movement.

Capabilities-based Planning

Planning, under uncertainty, to provide capabilities suitable for a wide range of threats and hazards while working within an economic framework that necessitates prioritization and choice. Capabilities-based planning addresses uncertainty by analyzing a wide range of scenarios to identify required capabilities.

Checklist or Joblist

Written (or computerized) enumeration of actions to be taken by an individual or organization meant to aid memory rather than provide detailed instruction.

Citizen Corps

A community-based program, administered by FEMA, which includes Citizen Corps councils and other programs that bring government and nongovernmental entities together to conduct all-hazards emergency preparedness and operations. Through its network of state, territorial, tribal, and local councils, Citizen Corps increases community preparedness and response capabilities through collaborative planning, public education, outreach, training, and volunteer service. Additionally, programs like the Community Emergency Response Team Program train members of the public in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations.

Community

Community has more than one definition. Each use depends on the context:

- A political or geographical entity that has the authority to adopt and enforce laws and ordinances for the area under its jurisdiction. In most cases, the community is an incorporated town, city, township, village, or unincorporated area of a county. However, each state defines its own political subdivisions and forms of government.
- A group of individuals (community of interest) who have a religion, a lifestyle, activity

interests, an interest in volunteer organizations, or other characteristics in common. These communities may belong to more than one geographic community. Examples include faith-based and social organizations; nongovernmental and volunteer organizations; private service providers; critical infrastructure operators; and local and regional corporations.

Damage Assessment

The process used to appraise or determine the number of injuries and deaths, damage to public and private property, and status of key facilities and services (e.g., hospitals and other health care facilities, fire and police stations, communications networks, water and sanitation systems, utilities, transportation networks) resulting from a human-caused or natural disaster.

Disability

According to the Americans with Disabilities Act, the term “individual with a disability” refers to “a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is regarded by others as having such impairment.” See <http://www.ada.gov/pubs/ada.htm> for the definition and specific changes to the text of the Americans with Disabilities Act. State laws and local ordinances may also include individuals outside the Federal definition.

Disaster

An occurrence of a natural catastrophe, technological accident, or human-caused incident that has resulted in severe property damage, deaths, and/or multiple injuries. As used in this Guide, a “large- scale disaster” is one that exceeds the response capability of the local jurisdiction and requires state, and potentially Federal, involvement. As used in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), a “major disaster” is “any natural catastrophe [...] or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under [the] Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby” (Stafford Act, Sec. 102(2), 42 U.S.C. 5122(2)).

Emergency

Any incident, whether natural or human-caused, that requires responsive action to protect life or property. Under the Stafford Act, an emergency “means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States” (Stafford Act, Sec. 102(1), 42 U.S.C. 5122(1)).

Emergency Assistance

According to the National Response Framework, emergency assistance is “[a]ssistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional ‘mass care’ services provided at the local level are addressed. These services include support to evacuations (including registration and tracking of evacuees); reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; coordination of donated goods and services; and coordination of voluntary agency assistance.”

Emergency Medical Services (EMS)

Services, including personnel, facilities, and equipment, required to ensure proper medical care for the sick and injured from the time of injury to the time of final disposition (which includes medical disposition within a hospital, temporary medical facility, or special care facility; release from the site; or being declared dead). Further, emergency medical services specifically include those services immediately required to ensure proper medical care and

specialized treatment for patients in a hospital and coordination of related hospital services.

Emergency Operations Center (EOC)

The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency Operations Plan (EOP)

The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property will be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions will be coordinated. Also known at the local governmental level as an EOP.

Emergency Support Function (ESF)

Used by the Federal Government, many state governments and local governments as the primary mechanism at the operational level to organize and aid. Emergency Support Functions align categories of resources and provide strategic objectives for their use. Emergency Support Functions use standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Evacuation

The organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

- A spontaneous evacuation occurs when residents or citizens in the threatened areas observe an incident or receive unofficial word of an actual or perceived threat and, without receiving instructions to do so, elect to evacuate the area. Their movement, means, and direction of travel are unorganized and unsupervised.
- A voluntary evacuation is a warning to persons within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or order are not required to evacuate; however, it would be to their advantage to do so.
- A mandatory or directed evacuation is a warning to persons within the designated area that an imminent threat to life and property exists and individuals must evacuate in accordance with the instructions of local officials.

Evacuees

All persons removed or moving from areas threatened or struck by a disaster.

Governor's Authorized Representative

An individual empowered by a Governor to: (1) execute all necessary documents for disaster assistance on behalf of the state, including certification of applications for public assistance; (2) represent the Governor of the impacted state in the Unified Coordination Group, when required; (3) coordinate and supervise the state disaster assistance program to include serving as its grant administrator; and (4) identify, in coordination with the State Coordinating Officer, the state's critical information needs for incorporation into a list of Essential Elements of Information

Hazard

A natural, technological, or human-caused source or cause of harm or difficulty.

Hazardous Material

Any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people's health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials.

Household Pet/Companion Animal

According to FEMA Disaster Assistance Policy 9253.19, "[a] domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes, can travel in commercial carriers, and be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes." This definition is used by FEMA to determine assistance that FEMA will reimburse and is the definition used in the production of this Guide. Individual jurisdictions may have different definitions based on other criteria.

Incident

An occurrence or event—natural, technological, or human-caused—that requires a response to protect life, property, or the environment (e.g., major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills,

nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, other occurrences requiring an emergency response).

Incident Command System (ICS)

A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. The Incident Command System is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small, as well as large and complex, incidents.

The Incident Command System is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Management Team (IMT)

A national-based or regional-based team composed of SMEs and incident management professionals, usually composed of personnel from multiple local and/or state departments and agencies, which provide incident management support during a major incident.

Joint Information Center (JIC)

A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the Joint Information Center.

Jurisdiction

Jurisdiction has more than one definition. Each use depends on the context:

- A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, state, or Federal boundary lines) or functional (e.g., law enforcement, public health).
- A political subdivision (e.g., Federal, state, county, parish, municipality) with the responsibility for ensuring public safety, health, and welfare within its legal authorities and geographic boundaries.

Limited English Proficiency

Persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Mass Care

The actions that are taken to protect evacuees and other disaster victims from the effects of the disaster. Activities include mass evacuation, mass sheltering, mass feeding, access and functional needs support, and household pet and service animal coordination.

Mitigation

Activities provide a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

National Incident Management System (NIMS)

A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to the environment.

National Disaster Recovery Framework (NDRF)

The National Disaster Recovery Framework is a guide that enables effective recovery support to disaster-impacted States, Tribes, Territorial and local jurisdictions. It provides a flexible structure that enables disaster recovery managers to operate in a unified and collaborative manner. It emphasizes how best to restore, redevelop, and revitalize the health, social, economic, natural, and environmental fabric of the community. It also focuses on effective decision making and coordination, integration of community recovery planning process, well-managed recovery, proactive community engagement, public participation and public-awareness, good financial management, organizational flexibility, and resilient rebuilding.

National Response Framework (NRF)

This document establishes a comprehensive, national, all-hazards approach to domestic incident

response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

Non-governmental Organization (NGO)

An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose and are not for private benefit. Examples of nongovernmental organizations include faith-based charity organizations and the American Red Cross.

Planning Assumptions

Parameters that are expected and used as a context, basis, or requirement for the development of response and recovery plans, processes, and procedures. If a planning assumption is not valid for a specific incident's circumstances, the plan may not be adequate to ensure response success. Alternative methods may be needed. For example, if a decontamination capability is based on the planning assumption that the facility is not within the zone of release, this assumption must be verified at the beginning of the response.

Preparedness

Actions that involve a combination of planning, resources, training, exercising, and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

Prevention

Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Recovery

The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Resource Management

A system for identifying available resources at all jurisdictional levels to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the National Incident Management System includes mutual aid and assistance agreements; the use of special Federal, state, territorial, tribal, and local teams; and resource mobilization protocols.

Resilience

The ability of communities to rebound, positively adapt to, or thrive amidst changing conditions or challenges - including disasters and climate change - and maintain quality of life, healthy growth, durable systems, and conservation of resources for present and future generations (CO Resiliency Working Group)

Response

Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

Risk

The potential for an unwanted outcome resulting from an incident or occurrence, as determined by its likelihood and the associated consequences.

Risk Assessment

A product or process that collects information and assigns values to risks for the purpose of informing priorities, developing, or comparing courses of action, and informing decision making.

Risk Management

The process of identifying, analyzing, assessing, and communicating risk and accepting, avoiding, transferring, or controlling it to an acceptable level at an acceptable cost.

Senior Official

The elected or appointed official who, by statute, is charged with implementing and administering laws, ordinances, and regulations for a jurisdiction. He or she may be a mayor, city manager, etc.

Service Animal

Any guide dog, signal dog, or other animal individually trained to assist an individual with a disability. Service animals' jobs include, but are not limited to:

- Guiding individuals with impaired vision
- Alerting individuals with impaired hearing (to intruders or sounds such as a baby's cry, the doorbell, and fire alarms)
- Pulling a wheelchair
- Retrieving dropped items.
- Alerting people of impending seizures
- Assisting people who have mobility disabilities with balance or stability.

Standard Operating Procedure/Guideline

A reference document or operations manual that provides the purpose, authorities, duration, and details for the preferred method of performing a single function or several interrelated functions in a uniform manner.

Terrorism

Activity that involves an act that is dangerous to human life or potentially destructive of critical infrastructure or key resources; is a violation of the criminal laws of the United States or of any state or other subdivision of the United States; and appears to be intended to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion, or to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Vulnerability

A physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard.

Warning

The alerting of emergency response personnel and the public to the threat of extraordinary danger and the related effects that specific hazards may cause.

APPENDIX C: LEGAL AUTHORITIES AND REFERENCES DEFINITIONS

Colorado State Emergency Operations Plan (2023)

The purpose of this plan is to outline the general guidelines on how the State carries out its response and recovery responsibilities.

Colorado Resiliency Framework (2020)

The framework provides guiding principles around resiliency for the state. It defines the structure through which the state will support local agencies and community groups as they identify and implement their own resiliency actions.

Federal Continuity Directive (FCD) 1 and 2

Provides direction to Federal agencies for developing continuity plans and programs. FCD 1 introduces a structured approach for continuity planning to ensure the performance of essential functions during all-hazard situations. FCD 1 requires that Federal plans and operations be integrated with the continuity plans of State, local, territorial, and tribal governments, as well as private-sector owners of the Nation's critical infrastructure. FCD 2 implements the requirements of FCD 1 and provides direction and guidance to Federal Executive Branch Departments and Agencies to assist in validation of Mission Essential Functions and Primary Mission Essential Functions.

Continuity Guidance Circular (CGC) 1 and 2

Developed to assist non-Federal organizations with continuity planning. CGC 1 adapts the information provided in FCD 1 to support State, local, tribal, and territorial governments, nongovernmental organizations, and private sector entities.

National Continuity Policy (NSPD 51/HSPD 20)

Specifies the continued performance of essential Federal functions under all conditions and requires all Federal Executive Branch agencies to develop continuity capability.

42 U.S.C. §5191 Known as Robert T. Stafford Disaster Relief and Emergency Assistance Act

Constitutes the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and FEMA programs.

“It is the intent of the Congress, by this Act, to provide an orderly and continuing means of assistance by the Federal Government to State and local governments in carrying out their responsibilities to alleviate the suffering and damage which result from such disasters....”

PL 99-499 Superfund Amendments and Reauthorization Act - SARA Title III - Community Right to Know Act (1986)

The act establishes state and local planning bodies that include a wide range of disciplines and includes businesses and private citizens. The act further establishes a process for reporting the emergency release of hazardous materials, report of qualifying quantities of chemical inventories, testing and training to response plans, and access to information on all elements of the covered items of the public.

PL 106-390 Disaster Mitigation Act of 2000 4 CFR Chapter 1 Emergency Management and Assistance (2011) as amended:

To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to authorize a program for pre-disaster mitigation, to streamline the administration of disaster relief, to control the Federal costs of disaster assistance and other purposes.

Emergency Management Accreditation Program Standards (2022)

The *ANSI/EMAP 5-2022 Emergency Management Standard* by EMAP is the set of 73 standards by which programs that apply for EMAP accreditation are evaluated. The Emergency Management Standard is designed as a tool for continuous improvement as part of the voluntary accreditation process for local, state, federal, higher education and tribal emergency management programs.

National Disaster Recovery Framework (Updated June 2016)

The National Disaster Recovery Framework (NDRF) establishes a common platform and forum for how the whole community builds, sustains, and coordinates delivery of recovery capabilities. Resilient and sustainable recovery

encompasses more than the restoration of a community's physical structures to pre- disaster conditions. Through effective coordination of partners and resources, we can ensure the continuity of services and support to meet the needs of affected community members who have experienced the hardships of financial, emotional, and/or physical impacts of devastating disasters.

National Planning Frameworks

The National Planning Frameworks, one for each preparedness mission area, describes how the whole community works together to achieve the National Preparedness Goal.

National Response Framework (updated 2019):

The Response Framework covers the capabilities necessary to save lives, protect property and the environment and meet basic human needs after an incident has occurred. Response activities take place immediately before, during and in the first few days after a major or catastrophic disaster. Then, recovery efforts begin to help the community get back on its feet.

National Incident Management System (updated 2013):

The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

NFPA (National Fire Protection Association) 1600 Standard on Disaster/Emergency Management and Business Continuity/ Continuity of Operations Programs:

A universal standard that emergency management business continuity professionals can use to prepare for disasters and ensure property protection, life safety and business continuity.

Presidential Policy Decision Directive 5 (2003) as amended:

The purpose of this PDD is “to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.” The key elements that are provided by this Presidential Decision Directive include: policy provisions, tasking provisions and

amendments to previous Presidential Decision Directives.

Presidential Policy Decision Directive 7 (2003) as amended:

Establishes a national policy for Federal departments and agencies to identify and prioritize critical infrastructure and to protect from terrorist attacks.

Presidential Policy Decision Directive 8 (2015) as amended:

This directive is aimed at strengthening the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the Nation, including acts of terrorism, cyber attacks, pandemics, and catastrophic natural disasters. Our national preparedness is the shared responsibility of all levels of government, the private and nonprofit sectors, and individual citizens. Everyone can contribute to safeguarding the Nation from harm. As such, while this directive is intended to galvanize action by the Federal Government, it is also aimed at facilitating an integrated, all-of-Nation, capabilities-based approach to preparedness.

Pets Evacuation and Transportation Standards Act

On October 6, 2006, the PETS Act was signed into law, amending Section 403 of the Stafford Act. Section 403, as amended by the PETS Act, authorizes FEMA to provide rescue, care, shelter, and essential needs for individuals with household pets and service animals, and to the household pets and animals themselves following a major disaster or emergency. To qualify for Federal Emergency Management Agency funding, a city or state is required to submit a plan detailing its disaster preparedness program. The PETS Act requires that the state and local emergency preparedness authorities include how they will accommodate households with pets or service animals when presenting these plans to the FEMA.

Colorado Disaster Emergency Act

House Bill 1283, transferring responsibilities from the Division of Emergency Management and Colorado State Forest Service wildfire functions to the Department of Public Safety, was passed into law on June 4, 2012, upon signature by the Governor. This change changed the Colorado Disaster Emergency Act of 1992, which has historically been C.R.S. 24-32-2101 – 2116, to just the Colorado Disaster Emergency Act, C.R.S. 24-33.5-700 series.

24-33.5-1220 Emergency Fire Fund

This statute outlines the creation and management of the Emergency Fire Fund (EFF), which can be used for the purpose of preventing and suppressing forest and wildland fires. The fund is administered by the Division of Fire Prevention and Control.

24-33.5.1223 Sheriffs to Enforce

This statute outlines the sheriff's authorization to enforce all state forest fire laws.

24-33.5-1226. Wildfire Emergency Response Fund (WERF) - creation - wildfire preparedness fund - creation.

This statute created the Wildfire Emergency Response Fund, which is administered by the Division of Fire Prevention and Control (DFPC). The DFPC shall use the moneys in the wildfire emergency response fund to provide funding or reimbursement for:

(a) The first aerial tanker flight or the first hour of a firefighting helicopter to a wildfire at the request of any county sheriff, municipal fire department, or fire protection Version 1.5 Hodges 1/1/2013 101

district; and

(b) The employment of wildfire hand crews to fight a wildfire for the first two days of a wildfire at the request of any county sheriff, municipal fire department, or fire protection district, with a preference for the use of wildfire hand crews from the inmate disaster relief program created in section 17-24-124, C.R.S.

29-22.5-103. Wildland fires - general authority and responsibilities.

This statute outlines the responsibilities of the chief of the fire department in each fire protection district and their responsibilities for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish. Specifically, the statute outlines when a fire protection district may transfer duties or responsibilities to the county sheriff, and the financial considerations for such a transfer.

Additionally, this statute states that the sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress wildfires occurring in the

unincorporated area of the county outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control or extinguish in accordance with the provisions of section 30-10-513, C.R.S.

24-33.5-1623 Creation of Urgent Incident Response Fund

This statute is in response to Colorado House Bill 23-1270 and went into effect on June 1, 2023. It created an urgent incident fund that contains money appropriated to the State DHSEM to reimburse state agencies and local governments for the costs of responding to urgent incidents that do not rise to the level of disasters or emergencies. \$1,000,000 was appropriated from the general fund to this fund for the state 2023-2024 fiscal year and the act requires DHSEM to establish the process for local government and state agencies to receive reimbursements. This is a new fund in 2023 and more processes will be developed.

29-22.5-104. County Wildfire Preparedness Plan.

This statute states that the sheriff of each county may develop and update as necessary a wildfire preparedness plan for the unincorporated area of the county in cooperation with any fire district with jurisdiction over such unincorporated area. The statute outlines the details of each section of the plan.

Colorado Healthy Forests and Vibrant Communities Act of 2009

23-31-312. Community wildfire protection plans - county governments - guidelines and criteria - legislative declaration – definitions.

Community wildfire protection plans, or CWPPs, are authorized and defined in section 101 of Title I of the federal "Healthy Forests Restoration Act of 2003", Pub.L. 108-148, referred to in this section as "HFRA". Title I of HFRA authorizes the secretaries of agriculture and the interior to expedite the development and implementation of hazardous fuel reduction projects on federal lands managed by the United States forest service and the bureau of land management when these agencies meet certain conditions. HFRA emphasizes the need for federal agencies to work collaboratively with local communities in developing hazardous fuel reduction projects, placing priority on treatment areas identified by the local communities themselves in a CWPP. The wildland-urban interface area is one of the identified property areas that qualify under HFRA for the use of this expedited environmental review process.

This act describes the development of CWPPs, assisting local communities in clarifying and

refining their priorities for the protection of life, property, and critical infrastructure in its wildland-urban interface area. By enacting this section, the general assembly intends to facilitate and encourage the development of CWPPs in counties with fire hazard areas in their territorial boundaries and to provide more statewide uniformity and consistency with respect to the content of CWPPs in counties needing protection against wildfires. Version 1.5 Hodges 1/1/2013 103

[23-31-313. Healthy forests - vibrant communities - funds created.](#)

This statute outlines the duties of the Colorado State Forest Service in the development and implementation of Community Wildfire Protection Plans (CWPPs). Additionally, this statute outlines how the CSFS will help communities address the urgent need to reduce wildfire risks by supporting implementation of risk mitigation treatments that focus on protecting lives, homes, and essential community infrastructure, and by improving inventory and monitoring of forest conditions, including watershed restoration and economic recovery. As part of this statute, the Healthy Forests and Vibrant Communities Fund was created in the state treasury. By executive order or proclamation, the governor may access and designate moneys in the healthy forests and vibrant communities fund for healthy forests and vibrant communities activities.

[32-18-109. Wildfire mitigation measures - private land – reimbursement.](#)

This statute states that any landowner who performs wildfire mitigation measures on his or her land in a district in any year may request reimbursement from the district, in an amount not to exceed fifty percent of the landowner's direct costs of performing the wildfire mitigation measures in that year or ten thousand dollars, whichever is less. The statute outlines the provisions for these requests for reimbursement.

Salida to Leadville Stage and Rail project final Phase 1 Review and request to the Leadville Council



LAKE FORK ALONG CR 11

REVIEW OF STAGE AND RAIL PROGRESS 2010-2023

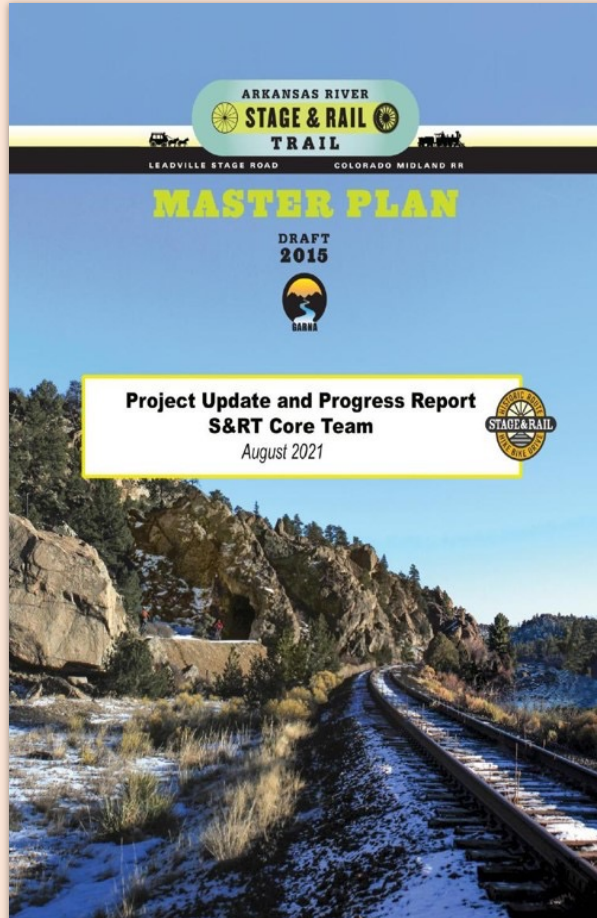
To emphasize the importance of the proposed next phase in the full and final development of the S&R project, here are images of work already completed.



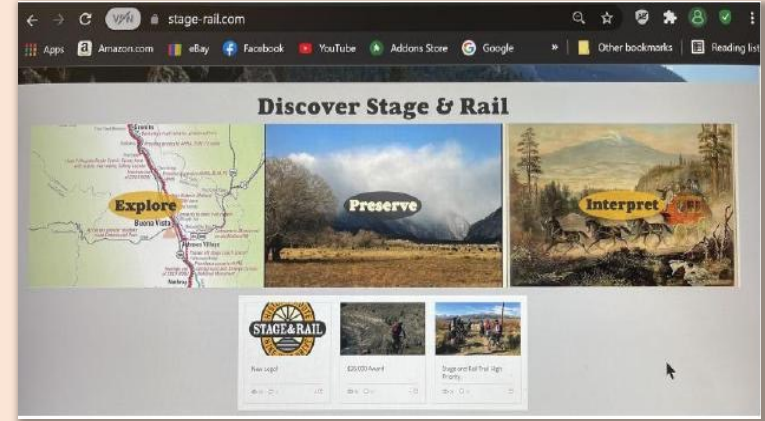
National award for Feasibility Study



Selected as one of Colorado's "16 in 2016"



2015 draft Master Plan accepted in principle



Sophisticated comprehensive website



2022: All sections Salida, Buena Vista and Chaffee County designated and signed

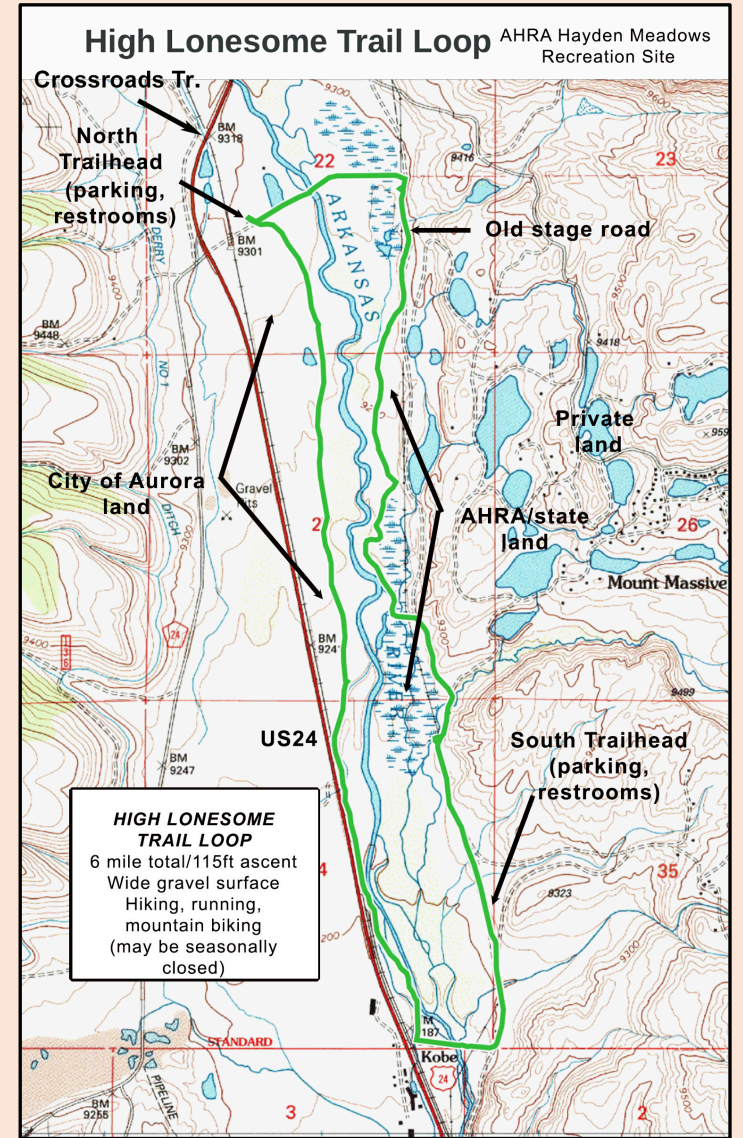
LAKE COUNTY PROGRESS



Sixteen miles pending in Lake County – preliminary rides on AHRA’s Bike Your Park Day



Central Colorado Conservancy’s New Ark River Community Preserve may designate stage route



Six-mile loop inside Arkansas Headwaters RA includes stage road, explores wetlands



Crossroads Trail under US24, volunteer hand-built, opened July 2022, provides safe access to public lands and the final S&R section to Leadville



NEXT STEPS



Nearing final phase of development

Future oversight may be vested in Lake County Parks, Recreation and Open Space Department

Focus shifts from route designation to public education and interpretation

Grant application for two-year support pending with Colorado Parks and Wildlife Trails grant program

Match funding from Lake County and Chaffee County Commissioners, Buena Vista and Salida

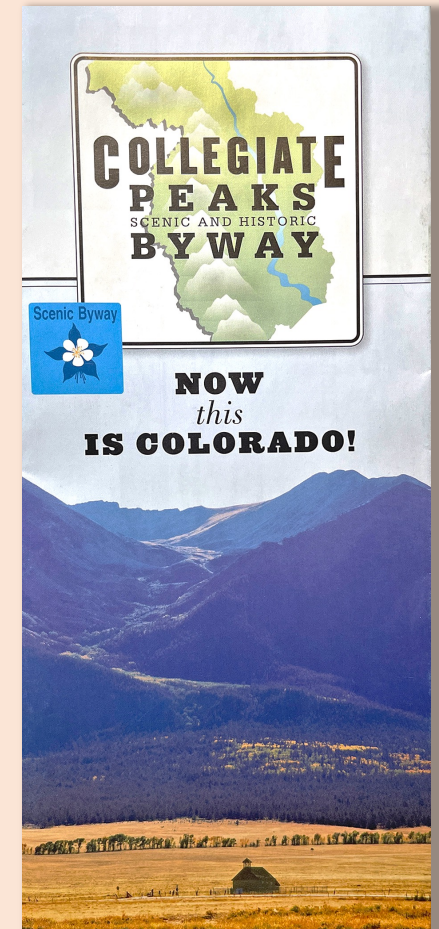
Requesting match funding from Leadville Council: \$1800 cash, \$250 in-kind

EXAMPLES OF PROPOSED PRODUCTS

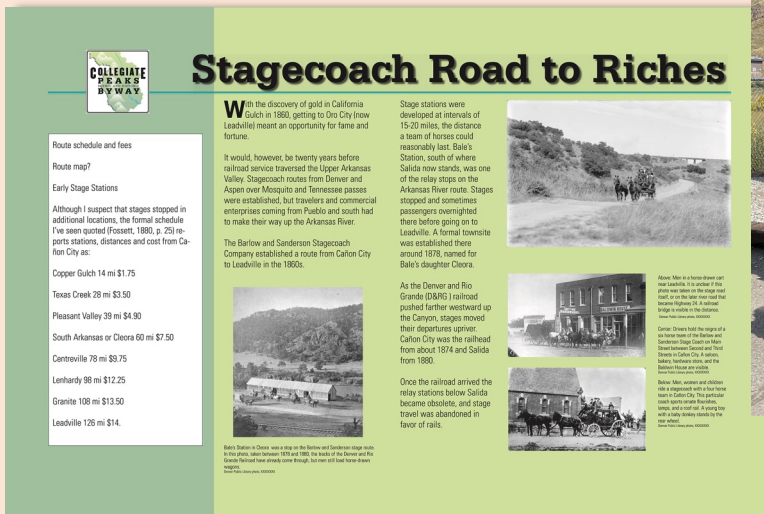
These are products the S&R Working Group has been involved with in earlier projects. Similar appearance and quality is proposed.



Wayside interpretive panels



Collegiate Peaks Byway brochure



Trailhead information kiosk



S&R road signs to be installed



AGENDA ITEM #9D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: November 21, 2023

SUBJECT: Further Discussion Regarding the Leadville Police Department

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. **REQUEST OR ISSUE:**

The issue for consideration is a further discussion regarding the Leadville Police Department.

II. **BACKGROUND INFORMATION:**

At its regular City Council meeting on November 8, 2023, staff presented the City Council ("Council") with four options regarding the future of the Leadville Police Department. They were as follows:

1. Maintain the Leadville Police Department and re-staff;
2. Dissolve the Leadville Police Department and merge with the County Sheriff;
3. Contract for Law Enforcement with the County Sheriff; and
4. Combine the County Sheriff with the Leadville Police Department.

Staff presented the positives and negatives of each of these options to the Council. Staff asked the Council to provide guidance on what options staff should research further and which options should be eliminated.

Council considered these options and felt option four should be eliminated. A majority of the council requested additional information and research on options two and three. Council decided to hold a further discussion regarding these options on November 21, 2023.

Following this discussion, staff has been gathering additional information regarding options two and three. City Administrator Simonson has met with Acting Chief Dan Breyer for additional insight as to other communities who have tried these various options and Acting Chief Breyer will be reporting on these observations at the Council meeting. City Administrator Simonson also met with the Leadville Police Department staff and will report on their observations and input at the Council meeting.

Additionally, staff has requested the agreements that other communities have entered into for law enforcement services.

Attached as Exhibit 1 is the IGA that the Town of Dolores has entered into with the Montezuma County Sheriff's Department. Under this agreement, the Sheriff's Department provides law enforcement to the town. The compensation under this IGA is \$200,000 for 2021. Dolores has a population of approximately 904 residents over 425 acres.

Attached as Exhibit 2 is the IGA that the Town of Gypsum has entered into with the Eagle County Sheriff's Department. Under this agreement, the Sheriff's Department provides law enforcement to the town. The compensation under this IGA is \$1,320,176 for 2023. Gypsum has a population of approximately 8,529 residents over 8.96 miles.

Attached as Exhibit 3 is the IGA that the Town of Minturn has entered into with the Eagle County Sheriff's Department. Under this agreement, the Sheriff's Department provides law enforcement to the town. The compensation under this IGA is \$427,323 for 300 hours of patrol service per month for 2023. Minturn has a population of approximately 1,004 residents over 8.197 miles.

Attached as Exhibit 4 is the IGA that the Town of Mount Crested Butte has entered into with the Gunnison County Sheriff's Department. Under this agreement, the Mt. Crested Butte Police Department provides law enforcement to a service area comprised of the Crested Butte Fire Protection District. Under this IGA the Sheriff's Department paid the town \$144,560 beginning in 2019 for these services with an increase per year based upon the Consumer Price Index but not more than 4% per year. Mount Crested Butte has a population of approximately 973 residents over 2.046 miles.

Attached as Exhibit 5 is the IGA that the Town of Silverton has entered into with the San Juan County Sheriff's Department. Under this agreement, the Sheriff's Department provides law enforcement to the town. The compensation under this IGA is \$298,920 for 2023. Dolores has a population of approximately 651 residents over 0.83 acres.

On November 20, 2023 staff received the attached proposed IGA from Lake County and accompanying exhibit which are attached as Exhibit 6. The county notes that these are working

documents, which may be subject to revisions, as they have not yet been reviewed by the Board of County Commissioners. In addition, there is no current draft of the Budget Agreement referenced in the IGA, as that will need to be created jointly with the City once a determination is made on the final scope of services and financial information is shared. Further, because the City received this document on November 20, 2023, the City has not had an opportunity to fully compare this document to the other IGA's (Exhibits 1-5) nor has the City had an opportunity to discuss this document with legal counsel or otherwise analyze this draft which was prepared by the county without any City input to date.

As is evident from the attached agreements, there are a number of terms to be negotiated (hours, equipment, cost, etc.) if entering into a contract with the Sheriff's Department and therefore will require time to do so.

VI. ATTACHMENTS:

1. Exhibit 1 - Intergovernmental Agreement between the Town of Dolores and the Montezuma County Sheriff's Department;
2. Exhibit 2 - Intergovernmental Agreement between the Town of Gypsum and the Eagle County Sheriff's Department;
3. Exhibit 3 - Intergovernmental Agreement between the Town of Minturn and the Eagle County Sheriff's Department;
4. Exhibit 4 - Intergovernmental Agreement between the Town of Mount Crested Butte and the Gunnison County Sheriff's Department;
5. Exhibit 5 - Intergovernmental Agreement between the Town of Silverton and the San Juan County Sheriff's Department;
6. Exhibit 6 - Proposed Draft Intergovernmental Agreement between the City of Leadville and the Lake County Sheriff's Department.

RESOLUTION # – SERIES 2021

2022 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY SHERIFF'S OFFICE AND THE TOWN OF DOLORES

THIS CONTRACT, made and entered into _____, 2021, effective January 1, 2022 by and between the Montezuma County Board of County Commissioners, the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

COUNTY

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.
 - a) County shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.
 - b) The standard level of service provided by the County shall be the same basic level of service which is provided by the County for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.

2. The County agrees to provide certain personnel as follows:

a) One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.

b) Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, special events or daily operations.

c) The specific law enforcement services provided to Town by the County may include the following:

(1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,

(2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,

(3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and

(4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,

(5) Other services upon request that are within the capabilities and cost limitations of this contract; and,

(6) Enforcement of Town ordinances; and,

(7) Liquor License fingerprinting and background checks for new and renewal license applications as requested by the Town.

(8) Community Policing programs, efforts and initiatives.

d) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff's Office and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned along with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

3. The County agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for office equipment and supplies, tires, gas and oil, telephone, printing, vehicle repair and maintenance and training for personnel.
4. The County agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.
5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.
6. The Sheriff agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:
 - a) Claims by any Montezuma County Sheriff's Office Employees for compensation, fringe benefits of any kind whatsoever including without limitation, pension rights or payments, Workers Compensation, Unemployment Insurance, reimbursement of medical expenses, vacation pay, sick leave or sick pay.
 - (b) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.
7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.
9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay \$75 per day, per inmate, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.
10. The Town agrees to contribute \$40,000 toward the purchase of one new fully equipped patrol vehicle beginning in 2021 and every third year (next contemplated purchase is in

2024) so long as the contract is in effect. Each patrol vehicle will be equipped with the following standard police items: emergency lights, radio, siren, PA system, shotgun/rifle rack, first aid kit, prisoner cage, radar, jack and spare tire. Vehicles shall be marked as Montezuma County Sheriff's Office vehicles. The new fully equipped police patrol vehicle will be titled in the name of Montezuma County the Montezuma County Sheriff's Office. The patrol vehicle and equipment associated with the patrol vehicle will be purchased through the Montezuma County Sheriff's Office at the then current State and or Federal pricing. At the end of a vehicles use as a patrol vehicle, as determined by the Sheriff, the vehicle will be transferred to the Town of Dolores unless other arrangements are agreed.

11. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

12. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$200,000.00. It shall be the responsibility of the County of Montezuma to disburse the appropriate compensating funds into the budget of the Montezuma County Sheriff. The Town of Dolores hereby agrees to pay the Contract amount in 12 monthly installments of \$16,666.66. Any unexpended funds at the end of the year may be applied to the following year contract.

13. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

14. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet service. The County will pay its phone and internet service bill.

15. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

16. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

The Contract shall be effective from January 1, 2022 to December 31, 2022.

1. Contract Deadlines

Therefore, the Montezuma County Sheriff Office shall provide a proposed budget to the Town on or before the 1st day of October of each year as long as this Contract is in full force and effect.

Contract Approval

2. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

3. Contract Renewal

This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

4. Contract Termination

The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The County shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of County's intent to terminate.

6. Contact

The Montezuma County Sheriff shall be the Contract person for the County. The Town Manager shall be the contact person for the Town.

TOWN OF DOLORES

By _____
Mayor Town of Dolores

Date_____

Attest:

Town Clerk

MONTEZUMA COUNTY SHERIFF'S OFFICE

By _____
Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Date_____

BOARD OF MONTEZUMA COUNTY COMMISSIONERS

By _____
Chairman
Montezuma Board of County Commissioners

Date _____

Attest:

Kim Percell, Clerk
Clerk of the Board of Montezuma County Commissioners



Agenda Item Details

Meeting Jan 01, 2050 - *****Signature Workflow*****

Category A. BoCC Signature

Subject Fourth Ammdement for LE Services and the Town of Gypsum

Access Public

Type Action

Preferred Date Jun 29, 2021

Absolute Date Jul 05, 2021

Fiscal Impact No

Budgeted Yes

Budget Source General Fund

Recommended Action We would like to have the amendment approved and signed

Public Content

Prepared By: Jessie Porter

Department: Sheriff's Office

Executive Summary: This amendment is due to increased needs for Sheriff's Office services, the Sheriff has proposed and the Town has approved the hiring of one additional Gypsum Deputy in 2021 and one additional Gypsum Deputy in 2022, and in 2021 the purchase of two additional vehicles for the Gypsum Deputies; and Town and County desire to amend, modify and restate their agreement regarding the Sheriff's provision of law enforcement services to the Town and enter into the Fourth Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services.

Reviewing Attorney: C. Hooper

- **BoCC signature?:** Yes

Approved as
to form:

DocuSigned by: *Christina Hooper* DocuSigned by: *Christina Silvercorn*
 FC69D7FCDF3A4BB... 444EFF6D9F7F48E...

Administrative Content

- Vendor Authorized Signer Information-
 - **Business Name:** Town of Gypsum
 - **Signer Name:** Stephen M. Carver, Mayor
 - **Signer Email Address:** bigstevestow@centurylink.net
 - **Signer Phone:**970-524-7514

**FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR COOPERATIVE LAW ENFORCEMENT SERVICES**

THIS FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the "Agreement"), effective the 1st day of June, 2021, between the Town of Gypsum, Colorado, a municipal corporation, by and through its Town Council (the "Town"); and the County of Eagle, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County"). The Eagle County Sheriff's Office (the "Sheriff") will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

WITNESSETH:

WHEREAS, the Town and the County previously entered into an Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of January 1, 2010 ("Original Agreement"), the Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services dated January 1, 2011 ("First Amendment"), the Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of January 1, 2018 ("Second Amendment"), and the Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of January 1, 2021 ("Third Amendment"), whereby the Town contracted with the County for provision of law enforcement services; and

WHEREAS, as of January 1, 2021, the Sheriff employed four (4) designated Sheriff's Deputies to carry out patrol and school resources services within the boundaries of Gypsum, Colorado; and

WHEREAS, due to increased needs for Sheriff's Office services, the Sheriff proposed an increase in the number of Sheriff's Deputies regularly assigned to provide services to the Town pursuant to this Agreement; and

WHEREAS, the Town has approved the hiring of one additional Gypsum Deputy (defined herein) in the second half of 2021 and one additional Gypsum Deputy to be hired in 2022; and

WHEREAS, the Town has authorized the purchase in 2021 of two additional vehicles for the Gypsum Deputies, to be paid for by the Town separate from the monetary commitment contained in this Agreement; and

WHEREAS, the Town and County now desire to amend, modify and restate their agreement to the terms and conditions associated with the performance of law enforcement services within the Town as provided by the County through the Sheriff and, once this

Agreement is effective, to replace entirely the Original Agreement, First Amendment, Second Amendment and Third Amendment; and

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, et. seq., C.R.S.

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

This Agreement is made between the Town and County to provide for law enforcement services as described herein.

II. Services to be Provided

A. The County shall provide the following law enforcement services, hereinafter the "Law Enforcement Services", at the standard level of services provided within unincorporated areas of similar population density in Eagle County. The Law Enforcement Services shall include, but not be limited to, the following:

1. The enforcement of Colorado state statutes and county and municipal ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Eagle County. The County shall enforce Title 10 (Vehicles and Safety) of the Town's Municipal Code, whenever applicable, for traffic violations; and
2. Patrol services in the corporate limits of the Town, including but not limited to, general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events (games/gatherings at EVHS, movie nights in the park, Gypsum Daze, etc.), investigation of traffic accidents; and
3. Command services, investigation of criminal offenses (including the use of criminal investigators and forensic laboratory capabilities), narcotics investigations, court appearances (as set forth in Section III of this Agreement) and VIN checks; and
4. Administrative and records management services; and
5. School resource officer services, including the assignment of one Sheriff's Deputy to the following schools, as a school resource officer to Eagle Valley High School (EVHS), Gypsum Creek Middle School, Red Hill Elementary School, Gypsum Elementary School, and Stone Creek Charter. Said Deputy will be assigned to normal Town patrol duties when school is not in session; and

B. Upon execution of this Agreement, the Sheriff will designate one additional Sheriff's Deputy as a "Gypsum Deputy," resulting in a total of five (5) "Gypsum Deputies" to carry out patrol and school resource services as set forth herein. Four (4) Gypsum Deputies will be assigned primarily to patrol services and one (1) Gypsum Deputy will be assigned as a School Resource Officer ("SRO"). Beginning in 2022, the County will designate another additional Sheriff's Deputy for a total of six (6) Sheriff's Deputies as "Gypsum Deputies," five (5) of which will be assigned to carry out patrol services, and one (1) of which will be assigned as an SRO. The County will notify the Town as to the deputies assigned and accept feedback on such assignments from the Town. The Parties agree and acknowledge that the individuals so assigned may be changed from time to time, and that the Sheriff retains sole discretion in the selection and assignment of the Gypsum Deputies and SRO.

C. The County acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration and their duties to comply with the provisions of C.R.S. § 29-29-103(2).

D. The Sheriff will not be responsible for non-emergency animal calls. The Parties agree that the Town contracts with Eagle County separately for animal control services and animal services calls will be handled in accordance with that agreement. Notwithstanding the foregoing, the Sheriff will make reasonable efforts to respond to emergency animal calls, as requested by Eagle County Animal Services during business hours, or which, in the discretion of the deputy(ies) on duty, necessitate law enforcement involvement.

E. Except as otherwise specifically set forth herein, the services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law.

F. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the Sheriff.

III. Municipal and County Court

A. Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall assist Town staff, the Gypsum Court Clerk, and the Town prosecutor in the prosecution of such violations, and shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the Sheriff. The County shall notify the Town if any disciplinary action is taken by the County in the enforcement of this provision in the monthly report submitted pursuant to Section VI (A).

- B. Deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court.
- C. Deputies working in the Town limits of Gypsum, and only when issuing citations for violations of the Gypsum Municipal Code, will be encouraged to cite such violations into Gypsum Municipal Court (as opposed to state tickets). Violations not falling under the Gypsum Municipal Code will be cited as state tickets.

IV. Personnel and Equipment and Facilities

- A. Except as expressly provided in Section IV (C) of this Agreement, the County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to perform the Law Enforcement Services, including, but not limited to, body-worn cameras as required by §24-31-902, C.R.S.
- B. The Town will continue to provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this Agreement.
- C. The Town will supply patrol vehicles and all ECSO standard and approved equipment to the Gypsum Deputies and SRO designated pursuant to this Agreement. The Town will be responsible for fuel, maintenance and the replacement cost of those patrol vehicles and equipment. The Town will provide vehicle insurance on the Town owned vehicles. The Town owned vehicles shall be marked by the Town as “Town of Gypsum Police – Services Provided by Eagle County Sheriff’s Office”.

V. Liability of the Parties and Insurance Requirements

- A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunities Act or other Colorado law.
- B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. The Sheriff, retains sole discretion to determine whether the acts and actions of his deputies were lawful, in good faith and/or consistent with the policies, procedures and standards of his Office. No County employee shall have any entitlement to any compensation, workers' compensation coverage, pension, or civil service benefits from Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for the Town or for any liability other than that specifically provided for in this Agreement. Except for claims under C.R.S. § 13-21-131 arising out of the County’s enforcement of

the Town Ordinance, or as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent of County insurance cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-101, et seq., C.R.S.

- C. The County and the Town shall each provide its own general liability and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County and the Town, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Except for acts or omissions that are willful and wanton, which constitute gross negligence by the County, its agents, officers, or employees, or which the Sheriff determines was not conducted in good faith and reasonable belief that the action was lawful, the parties agree that any claim, including a claim under C.R.S. § 13-21-131, arising out of the County's enforcement of the Town's ordinances in accordance with the terms of this Agreement shall constitute an operation of the Town for purposes of the indemnification requirements under C.R.S. § 13-21-131 and the County's additional insured status under the Town's insurance. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A. This provision shall survive expiration or termination of this Agreement.

VI. Monthly Reports Provided to the Town

- A. It is agreed that the Sheriff or designee shall provide a monthly written report to the Town Manager detailing law enforcement and public services activities provided under this Agreement. Said report shall be submitted to the Town prior to the 15th of the following month. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff. The report may also include suggestions and/or accommodation by the Eagle County Sheriff's Office by way of joint efforts between the Town and the County for pro-active community policing programs where applicable. The Town may request an oral report at a regular scheduled Town Council meeting.

VII. Payments for Services Delivered

A. The Town hereby agrees to pay the County the following amounts for the services provided hereunder:

- \$987,825 in 2021, plus an additional \$67,500 in salary and benefits for the additional Gypsum Deputy, for a total compensation amount of \$1,055,325;
- \$1,122,825 in 2022, plus an additional \$135,000 in salary and benefits for the sixth Gypsum Deputy to be hired in 2022, for total compensation amount of \$1,257,825;
- \$1,320,716 in 2023;
- \$1,351,093 in 2024; and
- \$1,418,647 in 2025.

To compensate for future increased needs for Sheriff's Office services, Eagle County reserves the right to adjust the yearly compensation amount set forth herein by providing written notice to the Town no later than September 1 of the year prior to the effective date of the change. Any such price change to this IGA shall be subject to the Town's right to terminate for non-appropriation as set forth in Section XI of this Agreement. The Town will make equal payments quarterly to the Eagle County Sheriff's Office. The County will invoice the Town for the additional 2021 Gypsum Deputy in the quarter following execution of this Agreement by the Parties, with payment being due within 30 days of invoice. All other payments are due on the 15th of the month in March, June, September, and December.

B. The Parties agree that in the event of a catastrophic event within the Town boundaries requiring extraordinary law enforcement response and/or resources, including but not limited to an event of large-scale flooding, wildland fire, riot, disease epidemic, acts of terrorism, etc., the parties will work in good faith to negotiate a cost-sharing agreement to fairly apportion between the Parties the additional costs associated with response to said catastrophic event(s).

VIII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least one hundred eighty days (180) written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in Section VII or Section X, the Town shall be liable for payment in full to the County for its services to the date of the termination of the Agreement.

IX. Liaison Between the Parties

- A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Manager. The Sheriff will appoint a member of his Command staff as the Sheriff's liaison to the Town of Gypsum. The Sheriff will also appoint a Sergeant to serve as an intermediate decision maker for routine operational issues specific to the Town of Gypsum and a deputy as an operations coordinator to assist with law-enforcement related administrative issues specific to the Town of Gypsum.
- C. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.
- D. The Sheriff will review this Agreement annually to insure that all elements of the Agreement are being met, and will meet with the Town Manager to review and discuss the performance of the Agreement.

X. Renewal and Modification of the Agreement

- A. This Agreement may be renewed in a writing signed by the parties. Re-negotiation of the terms, payments, and services provided will be included in any renewal agreement.
- B. Any changes to this Agreement shall be made only by written amendment signed by the parties.

XI. Term of Agreement

This Agreement shall be effective upon the first day of January, 2021 through the thirty-first day of December, 2024. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation in contravention of Article X, Section 20 of the Colorado Constitution.

XII. Entire Agreement

This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

XIII. Assignment

This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

XIV. Severability

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

XV. Authority

The Town represents to the County and, likewise, the County represents to the Town that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto do not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

XVI. Termination of Original Agreement

This Agreement amends, supersedes and replaces in its entirety the Original Agreement, First Amendment, Second Amendment, and Third Amendment between the Town and the County. The Original Agreement, the First Amendment, Second Amendment, and Third Amendment are hereby terminated without further action effective as of the date of this Agreement.

// REMAINDER OF PAGE INTENTIONALLY LEFT BLANK //

IN WITNESS WHEREOF, the Town of Gypsum, by and through its Town Council, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Eagle, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chairman, attested by its Clerk, and approved by its Sheriff, all on the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

DocuSigned by: Regina O'Brien
Clerk to the Board of County Commissioners

DocuSigned by: Matt Scherr
By: Matt Scherr, Chair

TOWN OF GYPSUM, STATE OF COLORADO, By and Through Its TOWN COUNCIL

ATTEST:

Becky Close, Town Clerk

By: Stephen M. Carver, Mayor

APPROVED:

DocuSigned by: James Van Beek
By: James Van Beek, Sheriff

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 42 – SERIES 2022**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES BY AND BETWEEN THE TOWN OF MINTURN, COLORADO AND THE COUNTY OF EAGLE, COLORADO.

WHEREAS, the Town of Minturn, in the County of Eagle and State of Colorado (the “Town”), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado (the “State”) and the Town Charter (the “Charter”); and

WHEREAS, the County of Eagle, in the State of Colorado (the “County”), is a body corporate and politic existing under the laws of the State; and

WHEREAS, the Eagle County Sheriff’s Office (the “Sheriff”) provides law enforcement services throughout its jurisdiction; and

WHEREAS, the Town does not currently provide law enforcement services; and

WHEREAS, Section 29-1-201 *et seq.*, C.R.S. authorizes intergovernmental agreements between counties and municipalities; and

WHEREAS, the Town and the County previously entered into and continue to be bound by, that certain Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 (the “Original IGA”) whereby the Town contracted with the County for provision of law enforcement services; and

WHEREAS, the Original IGA is set to expire at the end of 2022; and

WHEREAS, the Town and County now desire to amend, modify and restate their agreement and to the terms and conditions associated with the performance of law enforcement services within the Town as provided by the County through the Sheriff; and

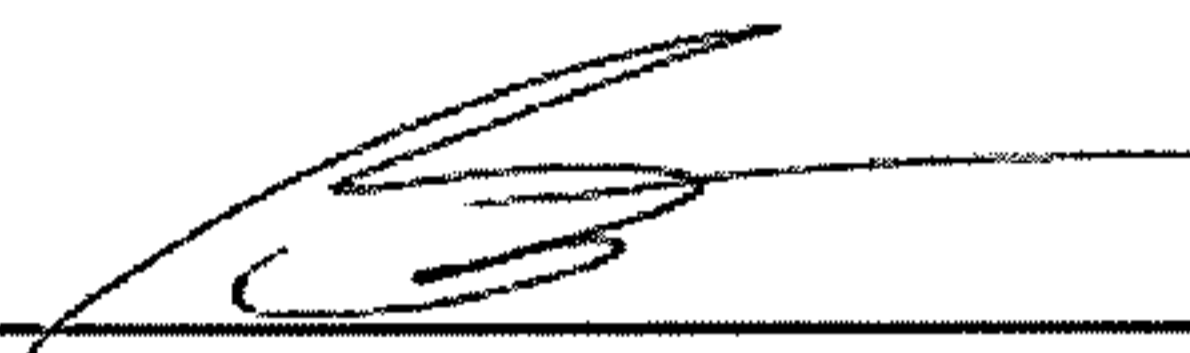
WHEREAS, the Minturn Town Council finds and declares that it is in the best interest of the public health, safety, and welfare for the Town to enter into an agreement with the County to continue its provision of law enforcement services through the Sheriff within the Town.

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN AS FOLLOWS:

1. The foregoing recitals are incorporated herein as if set forth in full.

2. The Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services (the "IGA") by and between the Town of Minturn and the County of Eagle, depicted as Exhibit A, is hereby approved.
3. The Mayor is authorized to sign and execute the IGA on behalf of the Town of Minturn.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 21ST day of DECEMBER, 2022.



EARLE BIDEZ, MAYOR

ATTESTS:



JAY BRUNVAND, TOWN CLERK



**THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR COOPERATIVE LAW ENFORCEMENT SERVICES**

This THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the "Agreement"), made and entered effective the 1st day of January, 2023, between the Town of Minturn, Colorado, a municipal corporation, by and through its Town Council (the "Town"); and the County of Eagle, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County"). The Eagle County Sheriff's Office (the "Sheriff") will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

WITNESSETH

WHEREAS, the Town and the County previously entered into and continue to be bound by, that certain Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 ("Original Agreement"); Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services dated January 1, 2019 ("First Amendment"); and Second Amended and Restated Intergovernmental Agreement for Cooperative Law Enforcement Services dated January 1, 2021 ("Second Amendment") whereby the Town contracted with the County for provision of law enforcement services; and

WHEREAS, the Second Amendment expires by its terms on December 31, 2022; and

WHEREAS, the Town and County now desire to amend, modify and restate their agreement and to the terms and conditions associated with the performance of law enforcement services within the Town as provided by the County through the Sheriff such that this Agreement shall replace the Original Agreement, First Amendment and Second Amendment in the entirety as of the effective date stated herein; and

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, et seq., C.R.S.

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

This Agreement is made between the Town and County to provide for law enforcement services as described herein.

II. Services to be Provided

A. The County shall provide the following law enforcement services within the corporate boundaries of the Town, (hereinafter "Services"). Except as otherwise specifically set forth herein, the Services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the County.

B. Except as otherwise specifically set forth herein, the Services shall be the same level of services which are provided for unincorporated areas of similar population density in Eagle County. Said Services shall include, but not limited to, the following:

1. From January 1, 2023 through December 31, 2026, the County will provide 300 hours of patrol services per month within the corporate limits of Town. These hours will include court time, up to 32 hours of training per month, and up to 96 benefit hours per month. If during the term of this Agreement, the Parties agree that growth in Town population or visitor traffic to the Town necessitate additional patrol service coverage exceeding the limits stated in this Section B(1), the Parties will cooperate and negotiate an amendment to this Agreement to address proper coverage in accordance with the standard set forth herein.

2. On-call response to complaints and services from the Town or the public. On-call availability shall consist of all daily hours not covered by routine or random patrol and responses to request will be authorized by the on-duty supervisor.

3. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, needs of the community, holiday, etc. These times will not include travel time to and from Eagle or briefing time. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contracted requirement.

4. Patrol services shall include, but not limited to, the following: general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events (Minturn Farmer's Market, Fourth of July, etc.), investigation of traffic accidents (excluding Hwy 24 which will be covered by the Colorado State Patrol), investigation of criminal offenses (including the use of criminal investigators and forensic laboratory capabilities), narcotics investigations and VIN checks.

5. Patrol services shall also include the enforcement of Colorado state statutes and county and municipal ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Eagle County. The County shall enforce Title 8 (Vehicles and Traffic) and Title 10 (General Offenses) of the Town's Municipal Code. The County will not

handle any non-hazardous animal calls under this Agreement. The County shall not act as a Code Enforcement Officer for the Town.

6. County deputies assigned to the Town will cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration.

7. At the end of each single or multi-day shift, each deputy assigned to the Town will make reasonable efforts to send to the Town Manager a "Pass On" report, which briefly summarizes law enforcement contacts that occurred during that preceding shift.

III. Municipal and County Court

A. It is agreed the Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the County. The County shall notify the Town if any disciplinary action is taken by the County in the enforcement of this provision in the monthly report submitted pursuant to Section VI(A).

B. It is agreed that deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court.

C. It is agreed that deputies working in the town limits of Minturn, and only when issuing traffic citations, will cite such violations into Minturn Municipal Court (as opposed to state tickets). Deputies will maintain discretion on issuing municipal or state citations for other offenses.

IV. Personnel and Equipment

A. It is agreed that the County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain services to be rendered, including, but not limited to, body-worn cameras as required by C.R.S. § 24-31-902.

B. The Town will provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this Agreement.

V. Liability of the Parties

A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunity Act or other Colorado law.

B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. The Sheriff,

retains sole discretion to determine whether the acts and actions of his deputies were lawful, in good faith and/or consistent with the policies, procedures and standards of his Office. No County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for the Town, or any liability other than that provided for in this Agreement. Except for claims under C.R.S. § 13-21-131 arising out of the County's enforcement of the Town's ordinance, or as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent of County insurance cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-101, et seq., C.R.S.

C. The County and the Town shall each provide its own general liability and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County and the Town, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Except for acts or omissions that are willful and wanton, which constitute gross negligence by the County, its agents, officers, or employees, or which the Sheriff determines was not conducted in good faith and reasonable belief that the action was lawful, the parties agree that a claim including a claim under C.R.S. § 13-21-131, arising out of the County's enforcement of the Town's ordinance in accordance with the terms of this Agreement shall constitute an operation of the Town for purposes of the indemnification requirements under C.R.S. § 13-21-131 and the County's additional insured status under the Town's insurance. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A. This provision shall survive expiration or termination of this Agreement.

D. In the event that insurance coverage is not available for a claim under C.R.S. § 13-21-131(4) for which the peace officer was determined not to have acted upon a good faith and reasonable belief that the action was lawful and the peace officer's portion of the judgment is uncollectable from the peace officer, the Town agrees to assume such liability up to the maximum statutory indemnification requirement of five percent of the judgment or settlement or twenty-five thousand dollars, whichever is less.

VI. Monthly Reports Provided to the Town

A. It is agreed that the Sheriff or designee shall provide a monthly written report to the Town Manager detailing law enforcement and public services activities provided under this Agreement. Said report shall be submitted to the Town prior to the 15th of the following month. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff or when mandated to be released through any court order or provision of the Colorado Open Records Act. The report may also include suggestions and/or accommodation by the Sheriff's Office by way of joint efforts between the Town and the County for pro-active community policing programs where applicable.

B. Prior to the first of each month, the Sheriff will provide to the Town, through the Town Manager, a schedule of the days and times to be worked in the month. This schedule may be modified during the month to conform to the needs of the community as expressed by the Town. The schedule is confidential and will not be released without the written authorization of the Sheriff.

VII. Payments for Services Delivered

A. The parties acknowledge that the cost of law enforcement services predictably increases over time due to increases in employee pay & benefits, increases in Dispatch Center fees, as well as increases in motor vehicle maintenance and replacement costs and others. The Town hereby agrees to pay the County the following amounts during the term of this Agreement:

2023: four hundred twenty seven thousand, three hundred seventy three dollars (\$427,373)

2024: four hundred forty thousand, one hundred ninety four dollars (\$440,194);

2025: four hundred fifty three thousand, four hundred dollars (\$453,400); and

2026: four hundred sixty seven thousand dollars (\$467,000).

Eagle County reserves the right to adjust the yearly compensation amount set forth herein by providing written notice to the Town no later than September 1 of the year prior to the effective date of the change. Any such price change to the IGA shall be subject to the Town's right to terminate for non-appropriation as set forth in Section XI of this Agreement. For services provided each year, the Town will make equal payments quarterly to the Sheriff's Office. Payments are due on the 15th of the month in March; June, September, and December each year.

B. The Parties agree that in the event of a catastrophic event within the Town boundaries requiring extraordinary law enforcement response and/or resources, including but not limited to an event of large-scale flooding, wildland fire, riot, disease epidemic, acts of terrorism, etc., the parties will work in good faith to negotiate a cost-sharing agreement to fairly apportion between the Parties the additional costs associated with response to said catastrophic event(s).

C. Vehicles used by deputies providing services under this Agreement will be marked as "Eagle County Sheriff's Office." The vehicles and equipment will remain the property of Eagle County Government at all times.

VIII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least one hundred eighty days (180) written notice of its intention to terminate. The Town shall be liable for payment in full to the County for its Services to the date of the termination of the Agreement.

IX. Liaison Between the Parties

A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.

B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Manager. The Sheriff will appoint the Undersheriff as the liaison to the Town.

C. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.

D. The Town shall have input into the deputies assigned to the Minturn Community, understanding that the Sheriff is the final authority on such assignments. Any disciplinary action against deputies will be by the Sheriff or his representative.

E. The Sheriff will review this Agreement annually to insure that all elements of the Agreement are being met, and will meet with a representative of the Town to review and discuss the performance of the Agreement.

X. Renewal and Modification of the Agreement

A. This Agreement may be renewed in writing signed by the parties. Renegotiation of the terms, payments, and services provided will be included in any renewal agreement.

B. Any changes to this Agreement shall be made only by written amendment signed by the parties.

XI. Term of Agreement

This Agreement shall be effective from January 1, 2023 through December 31, 2026. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

XII. Entire Agreement

This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

XIII. Assignment

This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

XIV. Severability

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

XV. Authority

The Town represents to the County and, likewise, the County represents to the Town that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto do not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

XVI. Termination of Original Agreement

This Agreement amends, supersedes and replaces in its entirety the Original Agreement between the Town and the County. The Original Agreement, which has been continuously in effect since its date of execution, is hereby terminated without further action effective as of the date of this Agreement.

IN WITNESS WHEREOF, the Town of Minturn, by and through its Town Council, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Eagle, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chairman, attested by its Clerk, and approved by its Sheriff, all on the day and year reflected below, with the effective date as of January 1, 2023.

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

DocuSigned by:
Regina O'Brien
Clerk to the Board of County Commissioners

DocuSigned by:
By: Kathy Chandler-Henry
Kathy Chandler-Henry, Chair
Date: 1/31/2023

TOWN OF MINTURN, STATE OF COLORADO, By and Through Its TOWN COUNCIL

ATTEST:

[Signature]
Clerk to the Town Council

By: [Signature]
Earle Bidez, Mayor

Date: 12/17/2022

APPROVED:

DocuSigned by:
By: James Van Beek
James Van Beek, Sheriff

Date: 1/31/2023



LAW ENFORCEMENT AGREEMENT
Among and Between
Gunnison County Board of County Commissioners
Gunnison County Sheriff
Town of Mt. Crested Butte

THIS AGREEMENT, effective the 10th day of December, 2019, by and among the Board of County Commissioners of Gunnison County, Colorado (“County”), the Gunnison County Sheriff, (“Sheriff”), and the Town of Mt. Crested Butte, a Colorado home rule municipal corporation, (“Town”) (collectively, “the Parties”), is upon the following terms and conditions:

WHEREAS, the Sheriff is the chief law enforcement officer responsible for providing law enforcement services in the unincorporated areas of Gunnison County;

WHEREAS, the County approves the budget and expenses of the Sheriff;

WHEREAS, the Sheriff, the County, and the Town entered into law enforcement agreements by which the Town provided law enforcement services within certain unincorporated portions of Gunnison County as described in those agreements;

WHEREAS, the Sheriff recognizes, appreciates and applauds the hard work and dedication of the Mt. Crested Butte Police Department and Mt. Crested Butte’s Chief of Police for their commitment and successful efforts over the years to provide law enforcement services pursuant to the prior agreements;

WHEREAS, the Town recognizes, acknowledges and applauds the work of the Sheriff, his deputies and staff to provide law enforcement services throughout Gunnison County given the County’s geographic scope and the finite resources available to the Sheriff to accomplish such efforts;

WHEREAS, in light of the above, the Parties desire to enter a new agreement for the Town to provide law enforcement services within certain unincorporated portions of Gunnison County at a level of service which approximates the basic level currently provided County-wide through the Gunnison County Sheriff;

WHEREAS, the prior version of this Agreement is set to expire at the end of 2019;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-10-506 the Sheriff may appoint as many deputies as he or she may think proper and may revoke such appointments at will; and

WHEREAS, such contracts are authorized and provided for by the provisions of Colo. Rev. Stat. § 29-1-203 as amended;

NOW, THEREFORE, pursuant to the terms of the aforesaid statute, the parties agree as follows:

1. Definitions.

- a. "Chief" means the Chief of Police of the Town, or his or her designee.
- b. "County" shall include all elected officials, officers, agents, attorneys and employees of Gunnison County, Colorado.
- c. "Law Enforcement Services" shall mean the level of law enforcement services provided by the Sheriff for the incorporated areas within Gunnison County, or its substantial equivalent. Such services shall include but are not limited to:
 - i. General traffic violation enforcement;
 - ii. Incident response;
 - iii. Routine patrol in the entire Service Area;
 - iv. Investigation of traffic accidents;
 - v. Business checks after hours;
 - vi. Investigation of criminal offenses;
 - vii. Creation and maintenance of police records including crime reports and arrest warrants;
 - viii. Use of the Colorado Bureau of Investigation Lab when necessary;
 - ix. Handling of evidence related to criminal activity;
 - x. Coordination with the County in the development and maintenance of contingency emergency plans upon approval of the County;
 - xi. Crime prevention materials and programs for residential and business applications upon request and within current capability;
 - xii. Vacation checks of private residences upon request within current capabilities and cost limitations;
 - xiii. Service of civil papers; and
 - xiv. Enforcement of County ordinances.
- d. "Service Area" shall mean that area within the boundaries of the Crested Butte Fire Protection District, except those areas that fall within the boundary of any incorporated municipality, such as Crested Butte or Mt. Crested Butte. For the avoidance of doubt, all areas within the boundaries of the Town shall remain under the law enforcement authority of the Town and not the Sheriff.
- e. "Sheriff" shall mean the elected Sheriff of Gunnison County.
- f. "Sheriff's Office" shall mean all officials, officers, agents and employees of the Office of the Gunnison County Sheriff.

- g. "Town" shall include the Mt. Crested Butte Police Department and its officers and staff, as well as the Town's elected officials, officers, agents, attorneys, and employees, including the Chief.
- h. "Town Officer" means a certified law enforcement or police officer employed by the Town.
- i. "Undersheriff" shall mean the Undersheriff of Gunnison County appointed by the Sheriff pursuant to law.

2. Provision of Service by Town to County.

The Town shall provide Law Enforcement Services within the Service Area.

3. Patrol.

Specific patrol routines, times, routes and geographic coverage within the Service Area shall be established by the Town after consultation with the Sheriff.

4. Limitations on Law Enforcement Services.

a. Emergencies. Should an emergency or other exigent circumstances arise that prevents the Town from providing Law Enforcement Services, the Mt. Crested Butte Chief of Police, may, after consultation with the Sheriff or his designee, temporarily reduce the level of service, but such reduction shall last no more than a single patrol officer shift, or ten (10) hours, whichever is shorter, without the express permission of the Sheriff.

b. Simultaneous Calls. In the event that simultaneous calls for service occur for locations both within the Town and within the Service Area, the Town shall endeavor to cover both calls for service, unless personnel limitations, officer safety concerns, or other good faith reasons prevent such simultaneous coverage. If reasons exist preventing simultaneous coverage, the Town may cover the Town first and call for assistance from the Sheriff's Office or other law enforcement agencies, unless the failure to respond to call for the location(s) within the Service Area endangers human life or creates a substantial risk of serious bodily injury, in which case the Town must first respond to the call within the Service Area. The Sheriff may waive this requirement on a case-by-case basis in his sole discretion after consultation with the Chief.

c. Officer in Charge. When a Town Officer is dispatched to a call located in the Service Area, and that officer is the first on the scene, the Town Officer shall be the officer in charge until relieved by either the Sheriff or the Undersheriff in his or her discretion.

d. Dispatch. During the term of this Agreement, the Town shall continue to employ the Gunnison Regional Communications Center and the Gunnison/Hinsdale

Combined Emergency Telephone Service Authority pursuant to and consistent with the January 1, 1998 Revised Intergovernmental Agreement Concerning the Implementation of 911 Emergency Telephone Service (“IGA”), unless otherwise expressly authorized in writing by the Sheriff after consultation with the County and unless the Town fully complies with the termination provisions of the IGA.

5. Appointment of Town Police Officers as Sheriff’s Deputies.

a. List and Information. Within three (3) business days after the execution of this Agreement, the Chief shall provide a list of all Town Officers that the Town recommends that the Sheriff deputize in order to perform the terms of this Agreement. The Town shall also provide any other information requested by the Sheriff that the Sheriff, in his sole discretion, deems necessary in order to determine whether such Officers should be deputized. After receiving the list and any information requested by the Sheriff, the Sheriff, in his sole discretion, shall deputize those Officers he or she deems necessary to accomplish the purposes of this Agreement, except that if the Town determines, in good faith, that it cannot fulfill such purposes because the Sheriff has deputized only some, or none, of the Officers on the list, the Town may terminate this Agreement pursuant to the provisions contained herein.

The Town shall update the aforementioned list when any Town Officer whose name appears on the list separates from employment with the Town within three (3) business days of such separation.

b. Town Officers Not County Employees. All Town Officers deputized by the Sheriff shall, to the fullest extent practicable, familiarize themselves with and follow the policies and procedures of the Sheriff and the Sheriff’s Office, except that such Officers are **not** employees of the County, and the County shall have no responsibility for such Officers, including but not limited to any costs or obligations associated with such Officers’ employment with the Town, such as salaries, wages, benefits, insurance, worker’s compensation coverage or the like. For the avoidance of doubt, no Town employee is entitled to any benefit or compensation from the County pursuant to this Agreement, including but not limited to unemployment insurance benefits or worker’s compensation coverage from the County.

c. Revocation of Appointment. The Sheriff retains the sole discretion and authority to revoke the appointment of any Town Officer deputized pursuant to this agreement, except any Town Officer whose appointment is revoked is afforded the rights of notice and an opportunity to be heard regarding such revocation pursuant to Colo. Rev. Stat. § 30-10-506. Should the Town determine, in its good faith discretion, that the Sheriff’s decision to revoke an appointment frustrates the Town’s ability to perform its obligations under this agreement, the Town may terminate this Agreement pursuant to the provisions contained herein.

d. Employment Separation of Deputized Officer. The Town shall immediately notify the Sheriff when any deputized Town Officer has separated from employment with

the Town. Upon such separation, the Sheriff may revoke the appointment of such Town Officer pursuant to law.

6. Expenses.

a. The Town shall furnish and be solely responsible for the expenses associated with all labor, supervision, supplies and equipment to perform its obligations under this Agreement, including but not limited to all costs and expenses associated with or related to vehicles, radios, body armor, weapons, restraint devices, uniforms and all other police equipment associated with or related to the Town's fulfillment of its obligations under this agreement.

b. The Town shall be solely responsible for wages, compensation, fringe benefits of Town Officers, including but not limited to all applicable insurance, taxes and tax withholding.

7. Indemnification and Immunity.

a. To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA"), the Town shall defend, indemnify and save harmless the County, the Sheriff's Office and the Sheriff from any and all costs, including, but not limited to, attorneys' fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be and resulting from the acts or omissions of the Town, its officers, employees, or agents associated with this Agreement. The Town shall promptly forward all such claims they may receive to the County Attorney.

b. To the extent authorized by law and without waiving the provisions of the CGIA, the Town agrees to indemnify, defend and hold harmless the County, the Sheriff's Office and the Sheriff harmless from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to claims by any Town employee for compensation, fringe benefits of any kind whatever (including, without limitation, pension rights of payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave, or sick pay).

c. To the extent authorized by law, and without waiving the provisions of the CGIA, the County, the Sheriff and the Sheriff's Office shall defend, indemnify and save harmless the Town, its officers, employees and agents from any and all costs, including, but not limited to, attorneys' fees, investigation fees or other costs of defense, claims, judgments or awards of damages, whether in settlement of any claim or by order of any court, alleged to be and resulting from the acts or omissions of either the County, the Sheriff, the Sheriff's Office, or their respective officers, employees or agents associated with this Agreement. For the purposes of this Paragraph 7(c), the terms "agents" and

“officers” shall not include Town Officers deputized by the Sheriff. The County and the Sheriff shall promptly forward all such claims they may receive to the Town attorney.

d. For the avoidance of doubt, neither the Town nor County hereby waives any right, privilege or immunity it may enjoy pursuant to the CGIA or otherwise. In addition, nothing in this Agreement is intended to limit any defense of either the Town or the County with regard to any claim or cause of action.

e. This paragraph shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

8. Term; Termination.

a. The term of this Agreement shall commence on December 31, 2019 and terminate no sooner than five (5) years after the date this Agreement commences, unless sooner terminated as provided herein, and shall supersede and replace any prior agreements between the parties regarding the subject matter of this agreement.

b. Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, the Town shall be entitled to compensation for services performed prior to the date of termination.

c. The County and Town hereby agree that this Agreement will terminate if either party does not make annual appropriations required to effectuate the Agreement. If sufficient annual appropriations are made by the Parties, the Agreement will remain in force until the end of the term. Nothing in this Agreement is intended to create a multiple-fiscal year financial obligation contrary to the requirements of Article X, Section 20 of the Colorado Constitution, the Taxpayer’s Bill of Rights.

9. Payment for Services.

The County hereby agrees to pay to the Town, as consideration for services to be rendered by the Town, the sum of One-Hundred Forty-Four Thousand Five-Hundred and Sixty Dollars and No/100 (\$144,560.00) for the first year of this Agreement, payable in four (4) equal quarterly installments, and shall increase pursuant to the Consumer Price Index (CPI-U), West Region, Mountain Reporting Group from the Bureau of Labor Statistics, standard reference base (1982-84=100) but in no case by no more than four percent (4%) for each year thereafter until this Agreement expires or is terminated pursuant to Paragraph 6(b) of this Agreement. Such payments shall constitute the County’s sole financial obligation to the Town pursuant to this Agreement.

10. Quarterly Report.

The Town shall provide a quarterly written report to the Sheriff and to the County detailing law enforcement and public service activities provided under the Agreement. This report should,

as a minimum, detail number and type of criminal complaints, property loss, hours of patrol service, response time, hours of investigative service, number and type of traffic accidents, crime analysis data, and recommendations as to beneficial alteration of services. To the extent that such report contains information that could harm an ongoing criminal investigation if disclosed to the public, the Town may redact such information in the version of the report provided to the County, so long as such redactions are consistent with applicable law, including Colo. Rev. Stat. § 24-72-204(2)(a)(1). If the Sheriff indicates in writing within fifteen (15) days of the issuance of such reports that he or she disagrees with such redactions, the Town shall provide the full, un-redacted report to the County. The parties to this agreement shall meet and confer in good faith regarding the remaining contents of such reports. For the avoidance of doubt, such reports are public records under the Colorado Open Records Act, Colo. Rev. Stat. § 24-72-200.1 *et seq.*, and shall be made available to the public for inspection except to the extent the Colorado Open Records Act provides otherwise.

11. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

12. Severability.

If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

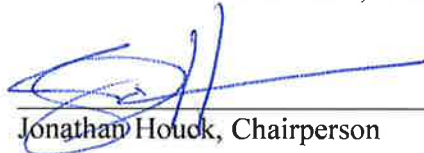
13. Amendment.

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.


14. Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO


Jonathan Houck, Chairperson

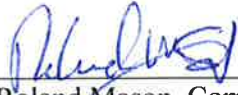
GUNNISON COUNTY SHERIFF


John Gallowich

Date Signed: 12/13/19



John Messner, Commissioner



Roland Mason, Commissioner

TOWN OF MT. CRESTED BUTTE

Designated Representative

Date Signed: _____

ATTEST:



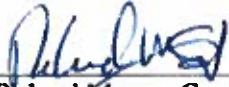
Deputy Clerk and Recorder

Dated Executed by BOCC: 12/10/19





John Messner, Commissioner



Roland Mason, Commissioner

TOWN OF MT. CRESTED BUTTE

Janet R. Farmer, Mayor
Designated Representative

Date Signed: December 17, 2019

ATTEST:



Deputy Clerk and Recorder

Dated Executed by BOCC: 12/10/19



2023 TOWN-COUNTY LAW ENFORCEMENT CONTRACT

This Agreement, entered into this 15th day of December 2022, by and between the County of San Juan, Colorado, the San Juan County Sheriff, and the Town of Silverton, Colorado, shall cover the provision of law enforcement services by the San Juan County Sheriff in and for the Town of Silverton, Colorado as set forth in the terms and conditions herein.

WITNESSETH:

WHEREAS, consolidation of law enforcement services and personnel has proven beneficial to both the Town and the County in eliminating duplicated services, achieving maximum coordination of trained personnel, and providing efficient use of public funds and tax dollars; and

WHEREAS, it has been mutually agreed upon by the parties hereto that the percentage split of law enforcement expenses as between the Town and the County should occur on a 60:40 basis. However, it is mutually recognized that in any one year one of the entities may be facing a budgetary crisis that prevents their full financial participation. And it is mutually agreed that a modified split may be entered into for that contract year without effecting any change in the underlying agreement that law enforcement expenses; and

WHEREAS, Section 30-11-410 C.R.S. allows for the contracting of law enforcement services as between Colorado municipalities and counties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, it is agreed by and between the County of San Juan, the San Juan County Sheriff, and the Town of Silverton, Colorado as follows:

1. This Agreement shall be for a period of twelve (12) consecutive months beginning January 1, 2023 and ending on December 31, 2023 unless otherwise modified or extended by mutual agreement of the parties hereto.
2. This Agreement shall be subject to cancellation by any party hereto upon giving ninety (90) days written notice prior to the date of termination.

The Town of Silverton shall pay to the County of San Juan the sum of two hundred ninety-eight thousand five hundred and three and no/100 dollars (\$298,920.00) for Fiscal Year 2023 for the services provided hereunder. The sum to be paid shall be rendered in twelve (12) equal monthly installments of twenty-four thousand nine hundred ten and no/100 dollars (\$24,910.00) each, beginning in January 2023. Any funds remaining in the budget at the end of the Fiscal Year, or any expense overruns, shall be divided between the Town of Silverton and San Juan County on a 60% - 40% basis such refund to be made by the refunding party no later than March 15, 2024.

3. Scope of Services

- a. The Sheriff's Department shall furnish such routine patrol, within the Town's corporate limits, for traffic and other matters as the Sheriff in his/her discretion shall determine necessary in order to carry out the terms of this Agreement.
- b. The Sheriff's Department shall have sole jurisdiction among local authorities as to the enforcement of all Town Code provisions, the violation of which would constitute a violation of any statute of the State of Colorado or law of the United States. Except as provided in Section (g) below, the Sheriff's Department and the Town shall have concurrent jurisdiction to enforce all other Town Code violations. At the request of the Town Board of Trustees or other Town Official designated by the Town Board, the Sheriff's Department shall aid the Town in the issuance of citations for any violations of the Town Code.
- c. The Sheriff's Department shall investigate all traffic accidents which occur within the Town's corporate limits.
- d. The Sheriff's Department shall be the Designated Emergency Response Authority and shall assist in all emergencies arising within the Town's corporate limits.
- e. The Sheriff's Department shall establish and keep a filing and records system for processing all data relative to the incidence of arrests, reports of crime and disposition of all cases.
- f. The Sheriff's Department shall provide investigative services for the Town of Silverton as the Sheriff in his/her discretion shall determine necessary in order to carry out the terms of this Agreement and as is consistent with good law enforcement practices and procedures.
- g. The Sheriff's Department shall assume the responsibility for animal control and shall enforce all municipal ordinances governing animals-at-large within the corporate limits of the Town of Silverton. The Town shall continue to provide holding facilities for dogs captured by the Sheriff's Department. The Sheriff's Department shall provide for the care and feeding of the animals and the maintenance and cleaning of the dog holding facilities.

- h. The Sheriff's Department shall provide traffic control within the Town's corporate limits. Such traffic control measures may include the use of radar and related technology.
 - I. The Sheriff or his designated representative shall report to the Town Board of Trustees a minimum of once per quarter.
 - J. The Sheriff shall retain the authority and responsibility for the hiring, firing, and training of personnel in the Sheriff's Department as authorized by Section 30-10-506, C.R.S. No Sheriff's Department personnel, including special deputies or volunteers, shall be considered Town employees by virtue of this Agreement.
 - k. The Sheriff's Department and/or County shall be responsible for payment of all wages to personnel used by the Sheriff's Department in implementing this Agreement, including payroll taxes, insurance, workers' compensation, etc.
 - l. San Juan County will provide the year to date expenditure report for the Sheriff's Department to the Town of Silverton on a quarterly basis no later than 30 days after the end of the quarter.
 - m. San Juan County will notify the Town of Silverton of any known or anticipated budget increase in excess of 5% by no later than April 15th. The Town of Silverton will notify San Juan County of any increase in needs for services that would result in an anticipated increase in excess of a 5% of the budget. Should a known or anticipated increase in any fund listed in this Agreement that would result in an increased contribution of more than 5% for the following year's contribution occur after the April 15th notification deadline, the County shall notify the Town of their potential contribution increase within 30 days of receiving the information that would cause the County to anticipate a budget increase. The Town shall have the right to approve or disapprove any expenditures resulting in an increase of more than 5% of the budget at its sole discretion.
 - n. The Sheriff's Department shall conduct its required duties with the courtesy and professionalism consistent with the high standards of Colorado Law Enforcement agencies.
5. The foregoing constitutes the entire Agreement between the County of San Juan, the San Juan County Sheriff, and the Town of Silverton. This Agreement may be modified, as circumstances warrant, upon further agreement between the parties hereto. Any such modifications shall be reduced to writing and appended to this Agreement with the same formality as with which this instrument was executed.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the day and date first written above.

COUNTY OF SAN JUAN

TOWN OF SILVERTON

Scott Fetchenhier, Chairman
Board of County Commissioners

Shane Fuhrman, Mayor
Town Board of Trustees

Bruce Conrad
San Juan County Sheriff

ATTEST:
County Clerk and Recorder
SEAL

ATTEST:
Town Clerk/Treasurer
SEAL

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

THIS INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into between **LAKE COUNTY**, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (herein referred to as the "County"), and the **CITY OF LEADVILLE**, a municipal corporation of the State of Colorado (herein referred to as the "City"), effective as of January 1, 2024 (the "Effective Date"), and is applicable to all property located within the municipal boundaries of the City, as the boundaries may be changed from time to time. The **LAKE COUNTY SHERIFF**, an elected official of the County (the "Sheriff" or "Sheriff's Office"), is also a signer on this Agreement for the purposes of demonstrating their approval and agreement to fulfill those obligations imposed on the Sheriff under this Agreement. The parties to this agreement may be referenced individually as a "Party" and together as the "Parties".

RECITALS:

WHEREAS, pursuant to C.R.S. § 29-1-201, *et seq.*, the County and the City have authority to enter into an Intergovernmental Agreement to provide services from one entity to the other: and

WHEREAS, the Sheriff, Undersheriff and Sheriff's Deputies are authorized to provide law enforcement services in the County; and

WHEREAS, the City is located within the County of Lake and desires law enforcement services within the boundaries of the City; and

WHEREAS, the Sheriff is willing to provide law enforcement services in the City and wishes to memorialize the Parties' agreement that the Sheriff will have authority to make operational decisions which affect operations of the Sheriff's office in providing law enforcement services to the City consistent with the terms of this Agreement.

NOW- THEREFORE, in consideration of the covenants specified herein, the parties hereto agree as follows:

1. The County agrees, with the approval of the Sheriff, to provide general law enforcement services to the City and its residents, businesses and visitors within the corporate limits of the City as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (the "Services").
 - a. The City hereby confers the authority on the Sheriff to perform the Services described in Exhibit A of this Agreement, within the incorporated area of the City and to act in all manners as the municipal police force for the City. The City confers municipal police authority on the Sheriff and such County deputies as might be engaged hereunder in enforcing City ordinances within the City's boundaries for the purposes of carrying out this Agreement.
 - b. The County, through the Sheriff and otherwise, agrees to furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the County in consultation with the Sheriff as necessary to provide the Services herein

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

described.

- i. The Sheriff may identify vehicles, equipment and uniforms of personnel that regularly provide Services within the City under this Agreement with the insignia or other identifying mark or language of the City, in a design and format as reasonably agreed to by the City Administrator and Sheriff. If the City logo is displayed, it shall be displayed at all times in conformity with the City's copyrighted trademark. Additional costs, if any, associated with use of the City logo shall be paid for by the City.
- c. The Services shall include enforcement of the Colorado Revised Statutes, Lake County ordinances, Colorado Model Traffic Code, and the Leadville City Municipal Code, *except* that the Sheriff shall have no obligation under this Agreement to enforce City building codes, zoning codes, fire codes, plumbing codes, and electrical codes.
- d. The Services shall also include provision of emergency dispatch communication services within the City through the Lake County Dispatch Center ("Dispatch") in Lake County
- e. All violations of the Leadville City Municipal Code shall be written into the Leadville Municipal Court for disposition and the Sheriff agrees that the Deputies issuing such citations shall be made reasonably available as necessary to support prosecution of Municipal Code violations.
- f. The City may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the Sheriff. Prior to the City passing a new ordinance or amending an existing ordinance to be enforced by the Sheriff, the City Administrator or City Council's designee and the Sheriff shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the City will not incur any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the Sheriff under any local, state or federal law or regulation. It is expected that the City will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other resources are required by the Sheriff's Office to enforce such new or amended ordinance.
- g. The Parties agree that annexation of additional property into the City will result in a change in the size of the City's area for Services, and perhaps create unique service needs. The City may provide information to the Sheriff marked or denoted as "Confidential Information" regarding an annexation proposal and the County and Sheriff hereby agree that such information shall be kept confidential and may be disclosed only to those staff members of the Sheriff's Office or County staff as may be necessary to determine and advise the City whether any service level adjustments would or would not be required and the approximate cost adjustments for such changes, if any.
- h. The Parties agree that approval by the City of any new development that may result in increased calls for law enforcement services such as, by example, new multi-use residential and shopping areas with bars and restaurants ("Significant New Development"), may result in an increase or change of service needs. The City will inform the Sheriff of receipt of any such Significant New Development application that may result in such service need increases and may provide information to the Sheriff marked or denoted as "Confidential Information"

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

- regarding such strategically sensitive Significant New Development and the County and Sheriff hereby agree that such information shall be kept confidential and only disclosed to the same extent as is required in subsection (e) above.
- i. Notwithstanding the above provisions, nothing in this Agreement shall be construed to restrict the rights or obligations of the Parties set forth in the Colorado Open Records Act ("CORA") and/or the Colorado Criminal Justice Records Act ("CCJRA"). All records produced or maintained in accordance with this Agreement, are to be retained and stored at the County offices and opened for public inspection in accordance with County and Sheriff policies. CORA and CCJRA public records requests for such records shall be processed by the County and/or Sheriff. For purposes of CORA and CCJRA, the Sheriff is the custodian of all records produced or created as a result of this Agreement. The Sheriff and County agree to provide notice to the City of any records request that seeks disclosure of information designated as "Confidential Information" by the City so that the City may determine whether it will take any action to prevent the disclosure of such information.
 - j. All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the Sheriff shall be owned by the Sheriff. All Sheriff's Office administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the Sheriff until provided to the City as required by this Agreement.
 - k. The Sheriff and the City will work together to determine in advance an estimate of additional or decreased costs that may be incurred due to adoption or amendment of ordinances, such change in the City's incorporated area due to annexation or Significant New Development, if any. Any mutually agreed upon change to Services or costs for Services associated with a such changes must be made in writing and approved by the City, County and the Sheriff before it becomes an amendment to this Agreement.
2. The Sheriff's Office agrees to incorporate in its schedule sufficient staffing coverage to include, but is not exclusive to, the boundaries of the City, for performance of the Services, which shall include responding to calls for law enforcement assistance from residents and businesses of the City. The City agrees that this level of law enforcement will include assignment of Deputies to patrol within the corporate limits of the City. The Parties recognize and agree that the demand of specific calls outside of the City boundaries will also require Deputies' response. The Parties specifically understand and agree that if an emergency in the incorporated and/or unincorporated areas of Lake County arises, the Deputies may respond to wherever the emergency exists.
 3. The initial term of this Agreement shall commence on January 1, 2024 and expire on December 31, 2024 (the "Initial Term"), but may be renewed for successive one (1) year terms upon agreement of the Parties.
 - a. This Agreement may be terminated at any time by a Party with ninety (90) days advance written notice to the other Parties to this Agreement.
 - b. In the event Services covered hereby are not continued to be provided by the County, whether by termination, expiration without a new agreement or otherwise, the Parties agree to

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

develop in advance a transition plan which will govern the timing and process of transfer of responsibility for delivering Services from the County, through the Sheriff, to the City or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing Services transfers from the County, through the Sheriff, to the new service provider and a mutually agreeable transition budget. The transition plan will be developed by the City Administrator or a City Council, the Sheriff and the County and will be implemented prior to the effective date of termination of this Agreement.

4. The personnel, resources and services to be provided by the Sheriff under this agreement for the Initial Term have been developed in conjunction with the City and is set forth in the Budget Agreement attached hereto as Exhibit B, which is incorporated herein by this reference.
 - a. The cost to the City for the Services during the Initial Term pursuant to the Budget Agreement will be [Insert Amount] Dollars (\$[insert amount].00) per month, which shall be payable monthly for the entire term of this Agreement.
 - b. A new Budget Agreement for any subsequent term shall be authorized and signed by the Parties by December 15 of each ensuing year.
 - c. Should the City request a change in the Services during the Initial Term or any subsequent term, a revised Scope of Services and Budget Agreement will be entered into by the Parties as an Amendment to this agreement.
5. All communication for the City concerning the Services will be directed through the Leadville City Administrator or the City Council's designee to the Sheriff. All communications for the County and the Sheriff concerning the Services will be directed through the Sheriff or their designee to the City.
6. The Sheriff agrees to provide sufficient coverage for the City to prevent a lapse in service whenever possible. The Sheriff will follow the hiring process and standards as outlined in the Sheriff's Policy Manual and/or the Lake County Personnel Policy to include the pre-employment drug testing policy. The Sheriff agrees to conduct drug testing in post-accident and post-shooting events as well as other "for cause" situation in accordance with the Sheriff's Policy Manual and/or the Lake County Personnel Policy.
7. The Parties understand and agree that the Sheriff's Deputies performing services pursuant to this Agreement will at all times remain employees of the Lake County Sheriff's Office under the direction, control and supervision of the Sheriff and shall not be subject to direction by any elected official, member of the staff or administration of the City. The Sheriff's Office will be responsible for all compensation paid to Deputies performing the Services, including benefits, uniforms, equipment, training, insurance, and Workers' Compensation coverage. The Sheriff's Office will also be responsible for providing appropriately equipped patrol vehicles for the Deputies' use. The cost of the vehicles, including maintenance, is included in the cost of this Agreement as provided in the Budget Agreement.
8. The liaison between the City and the Sheriff's Office shall be the Leadville City Administrator or City Council's designee. Subject to all applicable confidentiality laws and regulations, the Sheriff's Office

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

agrees to keep the Leadville City Administrator or the City Council's designee aware of any complaints or personnel matters involving the Deputies assigned to perform the Services. The Sheriff or their designee will meet at least quarterly with the Leadville City Council or its designee to discuss the status of the Services and law enforcement issues

9. The parties further agree that the Deputies serving the City will maintain an office at the Lake County Sheriff's Office in Leadville, Colorado and will keep on file at said office copies of all reports, citations, or other processes related to the Services. Upon written request of the City Administrator, the Sheriff will within thirty (30) days provide information on all written tickets, summons, and arrests made within the City's boundaries, to include name of Deputies involved as allowed by law.
10. The City Clerk's Office or other assigned City staff will continue to process municipal citations. In addition, all Municipal Court fines and fees collected will be retained by the City.
11. Delivery of Services will generally be, at a minimum, consistent with the Sheriff's adopted policies and service standards. In performing the Services, the Sheriff shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of Colorado. Periodically, the Sheriff may need to modify policies and service standards in compliance with applicable law. If such modifications decrease the level or standards of Services, written notice of the same will be provided to the City Administrator. If any Services within the terms of this Agreement are not performed, the City Administrator, with City Council approval, will provide written certified notice to the Sheriff as to nonperformance of duties to which the Sheriff has thirty (30) days to respond. If the City deems the Sheriff's response to be unacceptable, the City may then provide a written ninety (90) day notice of termination of the Agreement.
12. This Agreement, and payments and other monetary obligations of the Parties hereunder, shall not be construed as creating a multiple-fiscal year debt or other financial obligation of the City or the County within the meaning of Section 20(4Xb) of Article X of the Constitution of Colorado. In the event the City fails to budget and appropriate funds sufficient to pay all monetary obligations due for the Initial Term or any ensuing year, it shall give ninety (90) days advance writtn notice to terminate this Agreement.
13. All Notices required or allowed to be sent pursuant to this Agreement shall be hand-delivered or mailed by first class mail addressed as follows:

IF TO CITY:	City of Leadville 800 Harrison Avenue Leadville, CO 80461
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IF TO SHERIFF'S OFFICE:	Lake County Sheriff 505 Harrison Avenue Leadville, CO 80461
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All payments shall be hand delivered or mailed by first class mail to Lake County as follows:

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

Lake County Finance Director
505 Harrison Avenue
Leadville, CO 80461

15. The County, through the Sheriff is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between the City and County or any of the County's agents or employees, including without limitation the Sheriff or the employees of the Sheriff's Office. To the extent this Agreement creates a principal agent relationship between the Sheriff and the City, such relationship confers on the Sheriff and employees of the Sheriff's Office authority to act on the City's behalf only as to matters covered by this Agreement. As an independent contractor, the County, through the Sheriff's Office, offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. In conformity with this Agreement, the Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services pursuant to this Agreement. Nothing in this agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the County or City employees by virtue of their employment.
16. The Parties agree that the following process will be used to resolve issues of dissatisfaction by the City when a County employee is alleged to be failing to effectively perform Services hereunder:
 - a. The City Administrator shall notify the Sheriff in writing should any personnel problem arise with regard to any personnel performing Services under this Agreement. The notification shall include the known facts which give rise to the problem.
 - b. The Sheriff may address the problem within the requirements of the law and the Sheriff's policies. To the extent legally permissible, the Sheriff shall provide the City Administrator with a report outlining the actions taken, if any, by the Sheriff to redress the personnel problem.
 - c. If the actions taken by the Sheriff fail to reasonably redress the issue(s) identified as set forth in subsection (a), the City, through the City Administrator, may request that the Sheriff transfer or otherwise reassign such employee out of providing Services to the City and the Sheriff shall thereafter take such action as the Sheriff deems necessary.
 - d. Nothing in this Section shall be construed to abrogate in whole or in part the right of the Sheriff to hire, discipline, fire, or otherwise manage their workforce.
17. In the event that Sheriff personnel performing Services hereunder are involved in an incident for which an internal investigations complaint is received, such complaint shall be investigated according to the Sheriff's policies. To the extent legally permissible, as to any such investigation that may draw press or other public relations attention to the Services arrangement contemplated by this Agreement, or which could trigger City liability to any third party, the Sheriff shall notify the City Administrator of the complaint and status of the investigation as soon as practical. To the extent legally permissible, such notice shall provide the City with sufficient detail to allow the City to render decisions about potential City liability or risk associated with the incident. The City shall direct any

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

public relations inquiries it receives regarding any such reported internal investigation under this paragraph to the Sheriff's Office for response. Nothing in this Section shall be construed to abrogate in whole or in part the right of the Sheriff to hire, discipline, fire, assign or otherwise manage their workforce.

18. Exhibits referenced herein shall be incorporated into this Agreement for all purposes.
19. The Parties do not intend that there be any third-party beneficiary to this Agreement.
20. To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the obligations specified herein, the Parties shall procure and maintain such insurance coverages during the term of this Agreement and for two years following termination in amounts and forms as needed to secure their respective performance obligations hereunder. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections ("Protections") provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("CGIA") or otherwise available to the Parties for federal claims. If either the City or the County waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party to the extent allowed by applicable law.
21. Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of the Parties.
22. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Lake County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
23. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[The remainder of this page is left intentionally blank. Signature page follows.]

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

IN WITNESS WHEREOF the respective parties have hereunto set their signatures on the dates indicated below to be effective on the date listed above.

CITY OF LEADVILLE
STATE OF COLORADO

Laurie Simonson, City Administrator

Date: _____

Greg, Labbe Mayor

Date: _____

COUNTY OF LAKE, STATE OF COLORADO
BOARD OF COUNTY COMMISSIONERS

Sarah Mudge, Chair

Date: _____

ATTEST AS TO COMMISSIONER'S SIGNATURE:

Tracey Lauritzen, Clerk to the Board

Date: _____

SHERIFF, LAKE COUNTY
STATE OF COLORADO

Heath Speckman

Date: _____

**EXHIBIT A
TO
INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT**

SCOPE OF LAW ENFORCEMENT SERVICES

A. The Sheriff's Office shall provide the following law enforcement services for the City of Leadville ("Services") under the Agreement:

1. In conformity with federal, state and local law, reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes, and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the City's municipal court unless a conflict exists requiring such matter to be written into another court on a different charge.
2. Proactive patrol to prevent and deter criminal activity.
3. Proactive patrol at large City sponsored public events, to the extent in the Sheriff's determination sufficient staffing is available and that such obligation is conditioned upon (a) the City providing no less than 72 hours advance notice to the Sheriff regarding any event, and (b) such obligation is limited to no more than 12 events per year. If additional events arise or if additional staffing is required, the Parties shall handle it as an Additional Service under the Budget Agreement.
4. Traffic patrol to enforce applicable traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic, parking or movement and vehicular registration.
5. Investigation of all reported and discovered crimes by Deputies (or investigators) assigned to investigate such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents.
6. Special operations services such as canine patrol, hostage negotiations, SWAT, hazardous materials response, participation in regional task forces as determined by the Sheriff, and bomb disposal.
7. Emergency communications will continue to be provided through the Second Amended Lake County 911 Authority Intergovernmental Agreement, including call receiving, dispatch, and reports.
8. Community service and community crime prevention deputies. School resource officers will be phased in when minimum coverage for essential services and agreements with the school district have been achieved.
9. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
10. Command and support staff.
11. Administrative services including planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records (both for personnel and case reports), inspections/internal investigations, and other services provided by other County agencies in support of the Sheriff's Office.
12. Emergency management/disaster services in coordination with the Lake County Office of Emergency Management as deemed necessary to protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice,

thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the City Administrator or their designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the Sheriff, acting for the County, undertake emergency management/disaster services they deem necessary without prior consultation of the City representative, the City representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports will be provided separately and as regularly as needed during and after the emergency situation.

13. Liquor code and licensing enforcement and law enforcement liaison to City Council when acting as the Local Licensing Authority pursuant to Title 5 of the City of Leadville Municipal Code ("Municipal Code").
14. Court security services in the City's Municipal Court when in session and when minimum coverage for essential services exists, during which time the Sheriff will move and adjust position assignments based off response priorities and staffing levels.
15. As and if budgeted by the City, security detail at City Hall. "Security detail" shall not include responding to calls for service from or at City offices which shall be part of the Services provided under the Agreement.
16. The Sheriff shall NOT be required to provide enforcement of the City's general and administrative codes, including without limitation land use, nuisance or zoning provisions found in Titles 15, 16 and 17 of the Municipal Code.
17. The municipal ordinances codified in the Municipal for which the Sheriff SHALL provide Services under this Agreement include:
 - a. All ordinances codified in Title 9 (Public Peace and Welfare) of the Municipal Code;
 - b. All ordinances codified in Title 10 (Vehicles and Traffic) of the Municipal Code, and any other ordinances that govern parking, placement, abandonment or operation of vehicles in or on public streets;
 - c. All ordinances codified in Title 6 (Animals) of the Municipal Code, which will include those obligations currently required of the Leadville Police Department under the Intergovernmental Agreement by and between the County and the City concerning operation of the Animal Shelter dated March 15, 2004 ("Animal Shelter IGA"), once an appropriate amendment is executed modifying the Animal Shelter IGA to allow for the Sheriff's Office to provide such services; and
 - d. Code enforcement pursuant for any other City department operating in its official capacity in the event of a dangerous or potentially dangerous situation or encounter.
18. Information on the registration of motor vehicles or criminal histories will be provided at the request of the City's management for code enforcement.
19. Service of municipal summons, complaints and penalty assessments.
20. Seizure of property related to City tax matters at the request of the City Administrator.
21. [Insert any additional law enforcement services to be provided.]

November 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29 1pm - Trick or Treat on	30	31	1	2 6pm - LURA Board	3	4
5	6	7 11am - BOCC@505	8 5pm - Sanitation @ 6pm - P&Z Meeting @ 6pm - Regular CC Mtg	9 5:15pm - Parkville Water	10 Veterans Day (substitute)	11
12	13	14 4pm - HPC Meeting @ 6pm - City Council Work	15 1pm - Leadville Municipal	16	17 9am - Fire Management	18
19	20	21 8:30am - Tourism Panel 11am - BOCC@500 6pm - Regular CC Mtg @	22 6pm - P&Z Meeting -	23 Thanksgiving Day - City	24 Native American Heritage	25
26	27 4pm - HPC - Regular Mtg 6pm - City Council Work	28	29	30	1 5pm - Taste of Leadville 6pm - Parade of Lights	2

December 2023

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

January 2024

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