



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

February 20, 2024

6:00 P.M.

Council Chambers & Zoom

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

Meeting ID: 835 2694 4548

Passcode: 80461

Dial by your location

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6:00 pm	1.	Call to order of regular meeting of the City Council
	2.	Roll Call
	3.	Optional Pledge of Allegiance or Moment of Silence
	4.	Approval of Agenda
	5.	Housekeeping Matters
	6.	Public Comments About Items Not on the Agenda
		Citizens wishing to speak to council on issues <u>not</u> on the agenda are requested to raise their hand in the participant's section of Zoom or in person. The Mayor will call on the public in order. Comments are limited to three (3) minutes (not including council questions). Action, if required, will be assigned to City staff. For matters <u>on the agenda</u> (which are not a public hearing) at the discretion of the Mayor, public input can be heard prior to a vote being taken on the matter.
6:05 pm	7.	Consent Agenda A. Minutes of January 9, 2024 B. Resolution No. 12, Series of 2024 - A Resolution Declaring the Observed Holidays for the City of Leadville
6:15 pm	8.	Presentations and Discussions: A. 2024 Fee Schedule Discussion
6:45 pm	9.	Department Reports: A. City Administrator B. Street Department C. Police Department D. Fire Department E. Human Resources F. Animal Shelter G. Deputy City Clerk - Licenses Report H. Building Department I. Planning Department J. Financials K. Sales Tax Comparisons L. Bills

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



7:45 pm	10.	Action Items: <ul style="list-style-type: none"> A. Certificate of Appropriateness for 109 Oak Street Demolition (Request for Continuance to 3/5/2024 meeting) B. Resolution No. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing Members of the City of Leadville Board of Adjustment C. Resolution No. 14, Series of 2024 - Supplemental Budget Adoption D. Resolution No. 15, Series of 2024 - A Resolution Approving a Professional Services Agreement with Hoehn Architects for Phase III of the Tabor Opera House Rehabilitation Project <p>Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project</p>
8:45 pm	11.	Public Comments
	12.	Mayor's Report
	13.	Council Reports
	14.	Public Meetings Planner
9:00 pm	15.	Adjournment



**REGULAR COUNCIL
MEETING MINUTES**

**Tuesday,
January 9, 2024**

6:00 P.M.

Council Chambers & Zoom

1. **Call to order** of regular council meeting at 6:01 p.m.
2. **Roll call:**
 - a. **Present:** CM Hill, CM Luna-Leal, CM Thomas, Mayor Greene (Mayor Labbe started meeting)
 - b. **Absent:**

Staff Members Present: City Administrator Laurie Simonson, Deputy City Clerk Hannah Scheer, Finance Director Kristol Hewlett, Judge Chris Floyd, Street Department Manager Tony Medina

3. **Optional Pledge of Allegiance or Moment of Silence**
4. **Approval of the agenda:** CM Hill **moved** to approve the agenda, and CM Thomas **seconded**. All present were in favor.
 - a. **Agenda Revisions:** None
5. **Housekeeping Matters:**
 - a. **CM Luna-Leal**
 - i. Leadville Lake County Regional Housing Authority approved the budget last night
 - ii. Sitting at around \$97,000 deficit - hope to come up with more money via grants
 - iii. Waiting on Congressional funds - applied for about \$800,000
 - b. **Mayor Labbe**
 - i. This has been the honor of his life, serving Leadville
 - ii. Sincerely have enjoyed his position
 - iii. Had a great city council and will have great additions tonight

6. Public comments for items not on the agenda:**a. Steve Prestash**

- i. Hasn't enjoyed Mayor Labbe's leadership
- ii. Senator Mendez - spoke about indictment
- iii. Discussed issues with real estate
- iv. Would like to have real estate transparency incorporated into City business
- v. Concerned potential property owners are being disenfranchised

b. Justin - Representative Petterson's spokesperson

- i. Congratulated new Mayor and members of council
- ii. Congressional spending community project funding - framework agreement between Senate and House - make sure it included community project fund
- iii. Pointed out the House Appropriation Committee already approved it
- iv. Represent our voices in Washington D.C.
- v. Provided business cards for people to reach out

c. Sheriff Speckman

- i. Congratulated Mayor Labbe on his service to Leadville
- ii. Updated us on 2023 Mutual Aid Intergovernmental agreement
- iii. Would like to work on effective communication and effectiveness between Lake County and Leadville

d. Tim Bergman

- i. Speaking on behalf of the County Commissioners to discuss 2024 budget
- ii. Discussed priorities for this coming year - referring to the budget

e. Duffy Counsel

- i. Said thank you to the community and the council and thank you to Mayor Labbe for his epic support through the years

7. Presentations and Discussions:**a. Swearing in of Mayor Elect Dana Greene**

- i. Gave a proclamation thanking Mayor Labbe for his years of service to Leadville

b. Swearing on of Council Member Elect for Ward 1b Joey Edwards**c. Swearing in of Council Member Elect for Ward 3a Cisco Tharp**

d. City Administrator’s Report

- i. Thanked Mayor Labbe, gave him a gift
- ii. Mayor Greene thanked Mayor Labbe for his leadership and mentorship

8. Action Items:

a. Resolution No. 1, Series of 2024 - A Resolution of the City Council of the City of Leadville, Colorado, Declaring a Vacancy in Office for a City Council Member Representing Ward 2 and Filling Such Vacancy by Appointment

- Unable to come to a decision - this will be continued to the next regular meeting on January 16th, 2024

b. Resolution No. 2, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing the City Treasurer

CM Hill moved to approve **Resolution No. 2, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing the City Treasurer as Kristoll Hewlett**; CM Luna-Leal seconded.

	YES	NO	Abstain	Absent
CM Tharp	x			
CM Luna-Leal	x			
Mayor Greene	x			
CM Edwards	x			
CM Ward 2b				
CM Thomas	x			
CM Hill	x			

c. Resolution No. 3, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing the City Clerk

CM Luna-Leal moved to approve **Resolution No. 3, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing the City Clerk as Hannah Scheer**; CM Tharp seconded.

	YES	NO	Abstain	Absent
CM Tharp	x			
CM Luna-Leal	x			
Mayor Greene	x			
CM Edwards	x			
CM Ward 2b				
CM Thomas	x			
CM Hill	x			

d. Resolution No. 4, Series of 2024 - A Resolution of the City Council of the City of Leadville Reappointing the City Attorney and Municipal Judge including alternate Judges John Scott and Ron Carlson

CM Thomas moved to approve **Resolution No. 4, Series of 2024 - A Resolution of the City Council of the City of Leadville Reappointing the City Attorney and Municipal Judge including alternate Judges John Scott and Ron Carlson**; CM Tharp seconded.

- Ron Carlson was not in attendance - will be sworn in at a later date

	YES	NO	Abstain	Absent
CM Tharp	x			
CM Luna-Leal	x			
Mayor Greene	x			
CM Edwards	x			
CM Ward 2b				
CM Thomas	x			
CM Hill	x			

e. Resolution No. 5, Series of 2024 - A Resolution Designating the Official Public Notice Location and the Official Newspaper of General Circulation for the City of Leadville, Colorado

CM Thomas moved to approve **Resolution No. 5, Series of 2024 - A Resolution Designating the Official Public Notice Location and the Official Newspaper of General Circulation for the City of Leadville, Colorado** ; CM Hill seconded.

	YES	NO	Abstain	Absent
CM Tharp	x			
CM Luna-Leal	x			
Mayor Greene	x			
CM Edwards	x			
CM Ward 2b				
CM Thomas	x			
CM Hill	x			

9. Public Comments:

a. Steve Prestash

- i. Made points relating to the semi-conductor industry, availability of electricity, outage issues and electrical substations

b. Clifford Mortenson

- i. Resident of Leadville for 50+ years
- ii. Congratulated Mayor Greene and gave speech

c. Luke Finken

- i. Thanked Mayor Labbe for his service to Leadville and thanked all election candidates
- ii. Commented on keeping citizens at the forefront of decision making
- iii. Would like Leadville to remain affordable, rustic and a “blast from the past”
- iv. Affordable housing should be a priority
- v. Mentioned the Irish Miners Memorial and his pride in helping it come to fruition

10. Mayor’s Report:

- a. Would like city council to decide on a Mayor Pro-Tem by next meeting - she will have the Mayor Pro-Tem stepping in for assistance more than Mayor Labbe

11. Council Reports:

a. CM Luna-Leal

- i. Leadville Lake County Regional Housing Authority budget passed
 - 1. Strong foundation
 - 2. Tackling differences between employees and the board
 - 3. Important to make sure of the success beyond the DOLA grant

b. CM Thomas

- i. Economic Development Corporation - met with Tamira Jenlink
 - 1. Seating new board members
 - 2. Changing bi-laws
 - 3. Potential to have the City Administrator instead of an elected member on the committee
 - 4. Next meeting is on 1/18/24

c. CM Hill

- i. Quarterly presentation to council from the Economic Development Corporation
 - 1. Possible 2/6/24 presentation

12. Public Meetings Planner:

- a. 1/23 - City Council work session - training for city council at 6:00 pm
- b. Fat Bike World Tour is the last weekend of January

Adjournment: 7:39p.m.

APPROVED this 20th day of February, 2024 by a vote of in favor against, abstaining, and absent.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 12
SERIES OF 2024**

**A RESOLUTION DECLARING THE OBSERVED HOLIDAYS
FOR THE CITY OF LEADVILLE**

WHEREAS, the City of Leadville (“City”) has previously observed ten paid holidays for its employees; and

WHEREAS, the City’s Employee Handbook states as follows: “The following are declared holidays: New Year’s Day, President’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas Day;” and

WHEREAS, the City is located in Lake County (“County”) and the County observes 15 paid holidays; and

WHEREAS, in addition to the holidays recognized by the City, the County observes as paid holidays Cesar Chavez Day (observed April 1, 2024), Juneteenth (June 19), the day after the Fourth of July (July 5), Frances Xavier Cabrini Day (October 7), and Christmas Eve; and

WHEREAS, the City desires to recognize the symbolic importance of Cesar Chavez Day, Juneteenth, Frances Xavier Cabrini Day, and Christmas Eve; and

WHEREAS, the City desires to provide its employees with time off to be with their families and to observe holidays that may be of significance to their culture or heritage; and

WHEREAS, the City desires to be competitive with other employers in the area; and

WHEREAS, the City also desires to be consistent with the County regarding government closures to the extent possible.

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

The City Council hereby:

(a) declares the following to be observed paid holidays for the City:

1. New Year’s Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Frances Xavier Cabrini Day

10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve Day
14. Christmas Day
15. One floating holiday to recognize the employee's birthday.

(b) authorizes the Finance Director, Human Resources Director and City Administrator to take all action necessary to effectuate this Resolution.

This Resolution shall be effective upon its adoption.

**ADOPTED this 20th day of February 2024 by a vote of _ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Hannah Scheer
City Clerk



AGENDA ITEM #8B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 20, 2024

SUBJECT: Discussion Regarding the Proposed 2024 Fee Schedule for the City of Leadville

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:**

Before the City Council for consideration is the proposed 2024 fee schedule for the city.

II. **BACKGROUND INFORMATION:**

The City adopted a master fee schedule at its regularly scheduled city council meeting on February 7, 2023 and an updated master fee schedule on March 21, 2023. (Please see the 2023 Master Fee Schedule attached as Exhibit 1.) Municipalities regularly review charges and fees as a legislative or budgetary process. Responsible municipal fiscal management dictates reviewing the city's fees ideally on an annual basis.

By way of background, fees are charges imposed for the purpose of defraying the cost of a particular government service. Fees and charges are designed to defer the cost of current services that benefit the recipient or off-set the burdens of regulation. (The Colorado Supreme Court has emphasized that the primary difference between a tax and a fee is that a tax is a general revenue raising measure while a fee defrays the cost of a particular government service.)

Common types of municipal fees are inspection fees; licensing fees; permitting fees and servicing fees. While the fee must be reasonably related to the overall cost of the service, mathematical exactitude is not required; in fact, user fees rarely cover the entire cost of the service provided. Rather, the fee is charged to ensure that at least some portion of the cost of providing the service is borne by the recipient of the service rather than the taxpayers at large. As with other kinds of fees, however, the amount of revenue generated by user fees cannot exceed the overall direct and indirect costs of the services provided.

The following is a summary of the significant changes proposed for the 2024 fee schedule:

Zoning Fee Schedule:

1. The Planning Department proposes to increase the Zoning and Subdivision fees for major impact reviews, including Major Site Plans, Planned Unit Developments (PUD), Annexations, and Zoning Map Amendments due to anticipated staff and consultant review time. The proposed fees for major impact reviews are comparable to other similar municipalities.
2. The Planning Department also proposes to add new fees for matters encountered in 2023, to include Right-of-way Vacations, Work Sessions, and Cash Deposit Agreements.
3. Temporary Use Permit fees to increase and be proportional to the number of attendees at special events which correlates to the amount of staff time needed to coordinate city services for the events.

Excavation Permitting:

1. The proposed increase is due to the weekly meetings on the projects that last the duration of excavation season and anything requiring five or more permits creates more administrative time to process.

Fire Department:

1. Section deleted as it was inadvertently added to last year's fee schedule. The Fire Department has never collected these fees.

Animal Shelter:

1. Impound fee revised to incentivize owners to pick up their animals on the first day. Other fees revised to standardize and to account for increased costs.

V. LEGAL ISSUES:

Fees adopted by the City must be reasonably related to the actual costs of the City in administering permits, licenses, or providing services.

VI. STAFF RECOMMENDATION:

Staff recommends that the City Council review the proposed 2024 fee schedule and provide feedback to staff. Upon receiving the feedback, staff intends to bring the fee schedule back to the council for adoption by Resolution.

VII. ATTACHMENTS:

Exhibit 1 - City of Leadville 2023 Master Fee Schedule

Exhibit 2 - City of Leadville Proposed 2024 Master Fee Schedule – redlined version

**CITY OF LEADVILLE, COLORADO
 FEE SCHEDULE**

**EXHIBIT A
 LIQUOR LICENSE FEES**

Application Fees	Local Fee
New License (DR 8404, DR 8403)	\$1000.00
New License with Concurrent Review (DR 8404, DR 8403)	\$1000.00
Transfer of Ownership (DR 8404, DR 8403)	\$750.00
Additional Liquor-Licensed Drugstore (DR 8001)	\$1000.00
Additional Liquor-Licensed Drugstore with Concurrent Review (DR 8001)	\$1000.00
Late Renewal (DR 8408) (There is a mandatory fine of \$500.00 plus \$25/day for each day after the 90th day of expiration)	\$500.00
Reissue (DR 8407) (There is a mandatory fine of \$500.00 plus \$25/day for each day after the 90th day of expiration.)	\$500.00
Annual Renewal Application (DR 8400)	\$100.00
Late Annual Renewal Application (DR 8400)	\$50.00
Annual Art Gallery Application Fee (DR 8443)	\$100.00
Retail License Fees (DR 8404, DR 8400, DR 8403)	Local Fee
Art	\$41.25
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Hotel restaurant with one Optional Premises	\$75.00
Each Additional OP License	\$75.00
Resort Complex	\$75.00
Campus Liquor Complex	\$75.00
Related Facility – Resort Complex	\$15.00
Related Facility – Campus Liquor Complex	\$15.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Optional Premises (sidewalk service areas / modifications) (DR 8442)	\$75.00
Racetrack	\$75.00
Retail Gaming Tavern	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner’s Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75

Fermented Malt Beverage On/Off Premises \$3.75

Permit Fees **Local Fee**

Alcohol Beverage Festival Permit Application (DR 8420) (\$100 per event; 9 total events allowed in 12 months)	\$100.00
Art Gallery Permit (DR 8443)	\$3.75
Bed & Breakfast Permit DR 8447)	\$3.75
Delivery Permit Application and Renewal for Off-Premises Retailers (DR 8497)	\$11.00
Each Resort-Complex-Related Facility Permit	\$15.00
Special Event Permit (DR 8439) (Malt, Vinous and Spirituous Liquor & Fermented Malt Beverage)	\$100.00
Temporary Permit for a License Transfer Approved by the Local Liquor Licensing Authority	\$100.00

Additional Fees **Local Fee**

Change of Location (DR 8442)	\$750.00
Common Consumption Promotional Association Application	\$100.00
Corporate/LLC Change (per person) (DR 8177)	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$75.00

**EXHIBIT B
 MEDICAL and RETAIL MARIJUANA FEE SCHEDULE**

Application Fees **Local Fee**

New Marijuana Dispensary	\$2500.00
New Marijuana Cultivation Facility	\$2500.00
New Marijuana Products Manufacturer	\$2500.00
New Marijuana Testing Facility	\$2500.00
New Marijuana Research and Development	\$2500.00
New Marijuana Hospitality and Sales Business	\$2500.00
Annual Renewal Application (for all types of licenses)	\$1500.00

License Fees

(In addition to application fees and other related fees and permits)

New Marijuana Dispensary	\$2500.00
Marijuana Cultivation Facility	\$2500.00
Marijuana Products Manufacturer	\$2500.00
Marijuana Testing Facility	\$2500.00
Marijuana Research and Development	\$2500.00
Duplicate license	\$100.00

Related Fees and Permits

(In addition to application fees and other related fees and permits)

Annual Operations Fee	\$2000.00
Transfer of ownership to new entity	\$1000.00

Change of location	\$1000.00
Change of trade name	\$200.00
Inspection Fee (Inspections by building department; fee assessed for each inspection completed for issuance of new or renewed license)	\$500.00
Modification of premises	\$250.00
Change of ownership/Revisions of Current License	\$1000.00
Manager registration	\$75.00
Late Renewal Fee	\$250.00

**EXHIBIT C
 ZONING FEE SCHEDULE**

(Fees authorized by provisions of Title 17 of the Leadville Municipal Code, including Section 17.96.020)

Application Type	Local Fee
Major Impact Reviews	
Major Site Plan	\$1,250.00
Planned Unit Development (PUD)	\$1,250.00
Annexation	\$1,250.00
Limited Impact Reviews	
Conditional Use*	\$500.00
Minor Site Plan	\$500.00
Certificate of Appropriateness (Substantial Modification)	\$500.00
Designation/Revocation of Designation of Historic Structure	\$500.00
Zoning Text Amendment	\$500.00
Zoning Map Amendment	\$500.00
Variance	\$500.00
Board of Adjustment (BOA) Appeal	\$500.00
Administrative Reviews	
Administrative Site Plan*	\$250.00
Temporary Use Permit (201 attendees or more)	\$250.00
Minor Administrative Review	
Site Plan Administrative Appeal	\$125.00
Temporary Use Permit (51-200 attendees)	\$125.00
Certificate of Appropriateness (Insubstantial Modification)	\$75.00
Temporary Use Permit (50 attendees or less)	\$50.00
Sign	\$50.00
Temporary Sign	\$25.00
Zoning (Ex: Conditional Use, Site Plan) Consultant Review Fee Deposit**	\$1,000.00

*Telecommunications Facility Applications: In addition to application fee, applicant pays actual cost of application review per Sec. 17.72.070.

**For applications requiring review by city consultants, including legal, planning, and engineering, applicant pays the actual cost of review in addition to all applicable application and filing fees)

**EXHIBIT D
 SUBDIVISION FEE SCHEDULE**
 (Pursuant to Chapter 16.04 of the Leadville Municipal Code)

Application Type	Local Fee
Major Impact Reviews:	
Major Subdivision	\$1,250.00 + \$50/lot
Limited Impact Reviews:	
Minor Subdivision	\$500.00 + \$50/lot
Plat Amendment	\$500.00
Plat Vacation	\$500.00
Administrative Reviews:	
Lot Consolidation	\$250.00
Lot Line Adjustment	\$250.00
Townhouse, Condominium and Building Footprint Lot	\$250.00
Administrative Interpretation/Decision Appeal	\$125.00
Fees-in-lieu of land dedication (16.40.040):	
• Single Family Dwelling Unit:	[.0151] acre/\$[1,032.36] per unit
• Multi-Family Dwelling Unit:	[.0025] acre/\$[1,032.36] per unit
• Mobile Home Park:	[.0151] acre/\$[636.68] per space
Consultant Review Fee Deposit	\$2,000.00

**EXHIBIT E
 POLICE DEPARTMENT FEE SCHEDULE**

Fees	Local Fee
Certified VIN Inspection	\$50.00
Fingerprinting	\$30.00
Sex Offender Registration	\$75.00
Sex Offender Re-Registration	\$20.00
Sex Offender updates	No Charge
Copies/Per Page (Records Requests)	\$0.25
Research/Retrieval/Redaction Fee (Records Request)	\$33.58/hour
Video Redactions (Records Request)	Actual Cost
Audio/Video Fee/Per CD/DVD/USB (Records Request)	\$15.00

*Pursuant to the City's CORA policy, a 50% advance deposit must be paid before the City begins processing a records request that is estimated to cost in excess of \$100.00 to complete. A cost estimate showing the City's estimated costs related to the records request will be provided to the requester in such cases. Persons requesting records must pay 100% of the applicable costs, if any, before the City will produce records pursuant to a records request.

**EXHIBIT F
 SHORT-TERM RENTAL LICENSING FEE SCHEDULE**

License Application Fees	Local Fee
Application Fee for Class 1 license	\$325.00
Application Fee for Class 2 license	\$325.00
Fire Safety Inspection (every 2 years)	\$40.00

**EXHIBIT G
 BUSINESS LICENSING FEE SCHEDULE**

License Application Fees	Local Fee
Annual Application Fee (new or renewing businesses)	\$50.00
Application Fee (four-day event business license)	\$10.00
Transfer of ownership	\$50.00
Late Fee after January 31st	\$20.00

**EXHIBIT H
 EXCAVATION PERMITTING FEE SCHEDULE**

Permit Fees	Local Fee
Application Fee for Excavation Permit (per block)	\$250.00
Application Fee for ROW/Alley Excavation (per block) \$100.00	

**EXHIBIT I
 ENCROACHMENT PERMIT FEE SCHEDULE**

Application Fee	Local Fee
Application Fee	\$150.00

**EXHIBIT J
 RECORDS REQUEST FEES***

(Applies to requests for public records that are not criminal justice records)

Fees	Local Fee
Hard copies of records	\$0.25/page
Staff research, retrieval and redaction time	\$33.58/hour (after the first hour)
CD, DVD or USB of electronic records	\$15.00 each (to be consistent with Exhibit E)

**EXHIBIT K
 LEADVILLE LAKE COUNTY FIRE AND RESCUE**

Fees	Local Fee
Residential (Single and two family residence plan review fee)	\$50.00
Commercial (R-1,R-2,R-3,R-4)	\$500.00 (5,000 sq. ft. Or more) \$250.00 (4,999 sq. ft. or less)
Residential Solar Array Plan Review	\$25.00
Short-Term Rental Inspections (City)	\$40.00
Fire Alarm System Plans with Battery Calculations and Product Info.	\$400.00
Device Test During Inspection	\$2.00/each
Sprinkler System Test and Acceptance	\$400.00
Sprinkler Head Test	\$2.00/head
Suppression System (Standpipe System/Building Final)	\$200.00
Suppression System (Each Additional Riser)	\$100.00
Suppression System (Fire Pump)	\$200.00
Flow Test on all New Hydrants	\$100.00
Special Events (When Site Inspection is required/otherwise no cost)	\$100.00
Commercial Kitchen Hood System (New)	\$200.00
False Alarms	Per Current Resolution/Ordinance
Re-Inspections if Occupant Fails to Comply with Safety Regulations	\$200.00
Building Department (Building Department Project Valuation Greater Than \$50,000)	
"Total" Fee x .065	

**EXHIBIT L
 ANIMAL SHELTER FEE SCHEDULE**

Fees	Local Fee
Impoundment Fee	\$20.00/day
+ \$20 Admin. Fee	
License Fees for Spayed/Neutered Animals	
1-Year License	\$15.00
3-Year License	\$40.00
License Fees for Animals Not Spayed/Neutered	
1-Year License	\$40.00
3-Year License	\$100.00
Adoption Fees (not including vet fees)	
Small Dogs and Puppies	\$300.00
Adult Dogs	\$50.00-\$200.00
Purebred	\$300.00
Spay/Neuter Deposit (in addition to adoption fee)	\$100.00
Surrender Fees (may be reduced or waived at discretion of animal shelter manager)	
Spayed/Neutered, Vaccinated	\$25.00
Spayed/Neutered, Not Vaccinated	\$50.00
Not Spayed/Neutered, Vaccinated	\$100.00
Not Spayed/Neutered, Not Vaccinated	\$150.00
Microchips	
Public	\$20.00
RTO	\$10.00
Shelter Staff	\$5.00

**EXHIBIT M
 FILM PERMIT FEE SCHEDULE**

Fees	Local Fee
One day film permit	\$50.00
Film permit each day per-day after day one	\$200.00

CITY OF LEADVILLE, COLORADO

2024 FEE SCHEDULE

**EXHIBIT A
LIQUOR LICENSE FEES**

<u>Application Fees</u>	<u>Local Fee</u>
New License (DR 8404, DR 8403)	\$1000.00
New License with Concurrent Review (DR 8404, DR 8403)	\$1000.00
Transfer of Ownership (DR 8404, DR 8403)	\$750.00
Additional Liquor-Licensed Drugstore (DR 8001)	\$1000.00 Additional
Liquor-Licensed Drugstore with Concurrent Review (DR 8001) (DR 8408) (There is a mandatory fine of \$500.00 plus \$25/day for each day after the 90th day of expiration)	\$1000.00 Late Renewal \$500.00
Reissue (DR 8407) (There is a mandatory fine of \$500.00 plus \$25/day for each day after the 90th day of expiration.)	\$500.00
Annual Renewal Application (DR 8400)	\$100.00
Late Annual Renewal Application (DR 8400)	\$50.00
Annual Art Gallery Application Fee (DR 8443)	\$100.00
<u>Retail License Fees (DR 8404, DR 8400, DR 8403)</u>	<u>Local Fee</u>
Art	\$41.25
Beer and Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel and Restaurant	\$75.00
Hotel Restaurant with one Optional Premises	\$75.00
Each Additional OP License	\$75.00
Resort Complex	\$75.00
Campus Liquor Complex	\$75.00
Related Facility – Resort Complex	\$15.00
Related Facility – Campus Liquor Complex	\$15.00
Liquor – Licensed Drugstore	\$22.50
Lodging and Entertainment	\$75.00
Optional Premises (sidewalk service areas / modifications) (DR 8442)	\$75.00
Racetrack	\$75.00
Retail Gaming Tavern	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner’s Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75
Fermented Malt Beverage On/Off Premises	\$3.75

<u>Permit Fees</u>	<u>Local Fee</u>
Alcohol Beverage Festival Permit Application (DR 8420) (\$100 per event; nine total events allowed in 12 months)	\$100.00
Art Gallery Permit (DR 8443)	\$3.75
Bed and Breakfast Permit (DR 8447)	\$3.75
Delivery Permit Application and Renewal for Off-Premises Retailers (DR 8497)	\$11.00
Each Resort-Complex-Related Facility Permit	\$15.00
Special Event Permit (DR 8439) (Malt, Vinous and Spirituous Liquor and Fermented Malt Beverage)	\$100.00
Temporary Permit for a License Transfer Approved by the Local Liquor Licensing Authority	\$100.00
<u>Additional Fees</u>	<u>Local Fee</u>
Change of Location (DR 8442)	\$750.00
Common Consumption Promotional Association Application	\$100.00
Corporate/LLC Change (per person) (DR 8177)	\$100.00
Manager Registration (Hotel and Restaurant; Tavern; Lodging and Entertainment; Campus Liquor Complex)	\$75.00

**EXHIBIT B
MEDICAL AND RETAIL MARIJUANA FEE SCHEDULE**

<u>Application Fees</u>	<u>Local Fee</u>
New Marijuana Dispensary	\$2500.00
New Marijuana Cultivation Facility	\$2500.00
New Marijuana Products Manufacturer	\$2500.00
New Marijuana Testing Facility	\$2500.00
New Marijuana Research and Development	\$2500.00
New Marijuana Hospitality and Sales Business	\$2500.00
Annual Renewal Application (for all types of licenses)	\$1500.00
<u>License Fees</u>	
(In addition to application fees and other related fees and permits)	
New Marijuana Dispensary	\$2500.00
Marijuana Cultivation Facility	\$2500.00
Marijuana Products Manufacturer	\$2500.00
Marijuana Testing Facility	\$2500.00
Marijuana Research and Development	\$2500.00
Duplicate license	\$100.00
<u>Related Fees and Permits</u>	
(In addition to application fees and other related fees and permits)	
Annual Operations Fee	\$2000.00
Transfer of ownership to new entity	\$1000.00
Change of location	\$1000.00
Change of trade name	\$200.00
Inspection Fee	\$500.00
(Inspections by building department; fee assessed for each inspection completed for issuance of new or renewed license)	
Modification of premises	\$250.00
Change of ownership/Revisions of Current License	\$1000.00
Manager registration	\$75.00
Late Renewal Fee	\$250.00

**EXHIBIT C
ZONING FEE SCHEDULE**

(Fees authorized by provisions of Title 17 of the Leadville Municipal Code, including
Section 17.96.020)

<u>Application Type</u>	<u>Local Fee</u>
Major Impact Reviews	
Major Site Plan	\$ 1,250.00 1500.00
Planned Unit Development (PUD)	\$ 1,250.00 3000.00
Annexation	\$ 1,250.00 3000.00
Zoning Map Amendment	\$500.00 1000.00
Right-of-Way Vacation	\$1000.00
Limited Impact Reviews	
Conditional Use*	\$500.00
Minor Site Plan	\$500.00
Certificate of Appropriateness (Substantial Modification)	\$500.00
Designation/Revocation of Designation of Historic Structure	\$500.00
Zoning Text Amendment	\$500.00
Zoning Map Amendment	\$500.00
Variance	\$500.00
Board of Adjustment (BOA) Appeal	\$500.00
Administrative Reviews	
Administrative Site Plan*	\$250.00
Temporary Use Permit (201 attendees or more)	\$250.00
Minor Administrative Review	
Site Plan Administrative Appeal	\$125.00
Temporary Use Permit (51-200 attendees)	\$125.00
Temporary Use Permit (501 – 1000 attendees)	\$500.00
Temporary Use Permit (1001 attendees or more)	\$1000.00
Certificate of Appropriateness (Insubstantial Modification)	\$75.00
Temporary Use Permit (50 attendees or less)	\$50.00
Sign	\$50.00
Temporary Sign	\$25.00
<u>Temporary Use Permits</u>	
Temporary Use Permit (50 or less attendees)	\$50.00
Temporary Use Permit (51-200 attendees)	\$125.00
Temporary Use Permit (201-500 attendees)	\$250.00
Temporary Use Permit (501 – 1000 attendees)	\$500.00
Temporary Use Permit (1001 attendees or more)	\$1000.00
Zoning (Ex: Conditional Use, Site Plan) Consultant Review Fee Deposit**	\$1000.00
Work Session with Commission or City Council	\$1000.00
(Can be applied towards future application fees within 90 days)	

*Telecommunications Facility Applications: In addition to application fee, applicant pays actual cost of application review per Sec. 17.72.070.

**For applications requiring review by city consultants, including legal, planning, and engineering, applicant pays the actual cost of review in addition to all applicable application and filing fees.

EXHIBIT D
SUBDIVISION FEE SCHEDULE
(Pursuant to Chapter 16.04 of the Leadville Municipal Code)

Application Type	Local Fee
Major Impact Reviews:	
Major Subdivision	\$1,250.00 + \$50/lot \$1500 + \$75/lot
Limited Impact Reviews:	
Minor Subdivision	\$500.00 + \$50/lot
Plat Amendment	\$500.00
Plat Vacation	\$500.00
Administrative Reviews:	
Lot Consolidation	\$250.00
Lot Line Adjustment	\$250.00
Townhouse, Condominium and Building Footprint Lot	\$250.00
Administrative Interpretation/Decision Appeal	\$125.00
Fees-in-lieu of land dedication (16.40.040):	
Single Family Dwelling Unit:	[.0151]acre/\$[1032.36] per unit
Multi-Family Dwelling Unit:	[.0025] acre/\$[1032.36] per unit
Mobile Home Park:	[.0151] acre/\$[636.68] per space
Consultant Review Fee Deposit	\$2000.00

EXHIBIT E
POLICE DEPARTMENT FEE SCHEDULE

Fees	Local Fee
Certified VIN Inspection	\$50.00
Fingerprinting	\$30.00
Sex Offender Registration	\$75.00
Sex Offender Re-Registration	\$20.00
Sex Offender updates	No Charge
Copies/Per Page (Records Requests)	\$0.25
Research/Retrieval/Redaction Fee (Records Request)	\$33.58/hour
Video Redactions (Records Request) Actual Cost Audio/Video Fee/Per CD/DVD/USB (Records Request)	\$15.00

*Pursuant to the City's CORA policy, a 50% advance deposit must be paid before the City begins processing a records request that is estimated to cost in excess of \$100.00 to complete. A cost estimate showing the City's estimated costs related to the records request will be provided to the requester in such cases. Persons requesting records must pay 100% of the applicable costs, if any, before the City will produce records pursuant to a records request.

EXHIBIT F
SHORT-TERM RENTAL LICENSING FEE SCHEDULE

License Application Fees	Local Fee
Application Fee for Class 1 license	\$325.00
Application Fee for Class 2 license	\$325.00
Fire Safety Inspection (every 2 years)	\$40.00

EXHIBIT G
BUSINESS LICENSING FEE SCHEDULE

<u>License Application Fees</u>	<u>Local Fee</u>
Annual Application Fee (new or renewing businesses)	\$50.00
Application Fee (four-day event business license)	\$10.00
Transfer of ownership	\$50.00
Late Fee after January 31 st	\$20.00

**EXHIBIT H
EXCAVATION PERMITTING FEE SCHEDULE**

Permit Fees	Local Fee
Application Fee for Excavation Permit (per block)	\$250.00
Application Fee for Right of Way/Alley Excavation (per block)	\$100.00
<u>Application Fee for Sidewalk/Driveway</u>	<u>\$50.00</u>
<u>Application Fee for Projects lasting the duration of Excavation Season OR</u>	
<u>Projects requiring five (5) or more Permits per block</u>	<u>\$400.00</u>

EXHIBIT I
ENCROACHMENT ~~PERMIT~~ LICENSE FEE
SCHEDULE

<u>Application Fee</u>	<u>Local Fee</u>
Application Fee	\$150.00

**EXHIBIT J
RECORDS REQUEST FEES***

(Applies to requests for public records that are not criminal justice records)

Fees	Local Fee
Hard copies of records	\$0.25/page
Staff research, retrieval and redaction time	\$33.58/hour (after the first hour)
CD, DVD or USB of electronic records	\$15.00 each (to be consistent with Exhibit E)

**EXHIBIT K
LEADVILLE LAKE COUNTY FIRE AND RESCUE**

Fees	Local Fee
Residential (Single and two family residence plan review fee)	\$50.00
Commercial (R-1,R-2,R-3,R-4)	\$500.00 (5,000 sq. ft. or more)
	\$250.00 (4,999 sq. ft. or less)
Residential Solar Array Plan Review	\$25.00
Short-Term Rental Inspections (City)	\$40.00
Fire Alarm System Plans with Battery Calculations and Product Info.	\$400.00
Device Test During Inspection	\$2.00/each
Sprinkler System Test and Acceptance	\$400.00
Sprinkler Head Test	\$2.00/head
Suppression System (Standpipe System/Building Final)	\$200.00
Suppression System (Each Additional Riser)	\$100.00
Suppression System (Fire Pump)	\$200.00
Flow Test on all New Hydrants	\$100.00
Special Events (When Site Inspection is required/otherwise no cost)	\$100.00
Commercial Kitchen Hood System (New)	\$200.00
False Alarms	Per Current Resolution/Ordinance
Re-Inspections if Occupant Fails to Comply with Safety Regulations	\$200.00
Building Department (Building Department Project Valuation Greater Than \$50,000)	
"Total" Fee x .065	

Base Response Fee by Type of Incident

Structure Fire	\$1500.00
Wildland Fire	\$1500/property
Vehicle Fire	\$250.00
Emergency Medical Services (Extra-Jurisdictional)	\$200.00
Fire or Environmental Alarm	\$150.00
Service Call	\$150.00
Hazardous Materials Response (Extra-Jurisdictional)	\$250.00

Response Apparatus and Command/Staff Fees

Type I Engine	\$250.00/hr.
Type III Engine	\$220.00/hr.
Type VI Engine	\$165.00/hr.
Heavy Rescue/Hazmat	\$220.00/hr.
Water Tender	\$190.00/hr.
Aerial Truck	\$280.00/hr.
Command/Staff Vehicles	\$60.00/hr.

**EXHIBIT L
ANIMAL SHELTER FEE SCHEDULE**

<u>Fees</u>	<u>Local Fee</u>
Impoundment Fee <u>(May be reduced or waived at discretion of animal shelter manager after the first day. No charge if the animal is picked up on the first day before the Shelter closes and if the animal is licensed.)</u>	\$20.00/day
	+ \$20.00 Admin. Fee
License Fees for Spayed/Neutered Animals	
1-Year License	\$15.00
3-Year License	\$40.00
License Fees for Animals Not Spayed/Neutered	
1-Year License	\$40.00
3-Year License	\$100.00
Adoption Fees <u>(not including vet fees)</u>	
Small Dogs and Puppies	\$300.00
Adult Dogs	\$50.00- \$200.00
Purebred	\$300.00
Spay/Neuter Deposit (in addition to adoption fee)	\$100.00 - 200.00
Surrender Fees (may be reduced or waived at discretion of animal shelter manager)	
Spayed/Neutered, Vaccinated	\$25.00
Spayed/Neutered, Not Vaccinated	\$50.00
Not Spayed/Neutered, Vaccinated	\$100.00
Not Spayed/Neutered, Not Vaccinated	\$150.00
Microchips	
Public	\$20.00
Return to Owner	\$10.00 15.00
Shelter Staff	\$5.00 10.00

	STREET DEPT MONTHLY REPORT FOR 2023												STREET DEPT MONTHLY REPORT FOR 2024												
MAN HOURS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STREET MAINT.																									
Snow Plowing	##	##	##	50							12	157			134										
Snow Removal/Ice	##	##	##	74						36	26	##			372										
Sanding			14	8	42							8													
Trash	32	26	24	40	46	54	42	101	36	58	48			36											
Patching				80	##				36	54															
Alley Work				6	58		20	##	72																
Drainage Work				7	46	36	54	72	26	86															
Sweeping & Cleaning				10	125		30	176																	
Paving					##	66	80																		
Gravel Streets																									
Signage Repair				82	82		68	30	28			12													
Light Repair												12													
Administrative Work	48	74	##	83	##	156	##	92		##	##	68													
Total Street Maintenance	##	##	##	##	##	##	##	##	##	##	##	##	##	##	1142										
MISCELLANEOUS																									
Park Maintenance					10	36	##	42	14																
Fence Repair																									
Weed Control																									
City Hall Maintenance																									
Building Maintenance				76	##	20	16	50		70	54														
Tree Maintenance									30																
Street Painting						20	50																		
Light Repair																									
Special Events Work	4		##			34	73	##		72	52														
Christmas Decorations				16							36														
Cemetery					78	12	22		30	10	4														
Tabor Home					20					10															
Tabor Opera House					16		16		16																
In Kind Help				34	42	24				20	4														
Maintenance	4	##	##	##	##	##	##	##	##	##	##	##	0												
SERVICE AND																									
Equipment	56	74	##	##	154	##	70	50	16	##	##	52			44										
Police Vehicles				22	46	18	14				68														
Other* County Assistance				52																					
Total Service and Rep	56	74	##	##	154	152	88	64	16	##	##	52	44												
STREET																									
Street Materials																									
Hauling							40	40	16	8	12														
Removal																									
Out of County Truck				20	10		20			22	10														
Total Street Material				20	10		60	##		30	22														
WORK RECAP:																									
Total Hours Worked	##	##	##	##	##	##	##	##	##	##	##	##			1186										
Add'l Asst. Supervisor Hrs																									
Add'l Supervisor Hrs																									
Total Work Recap			##		##	##	##																		
*Overtime				36				81				141			140										
Vacation Hours	48	32	##	##	150	##	167	80	##	64	##	##			8										
Sick Leave Hours																									
Other												48													
Funeral																									
Jury Duty																									
Personal Days (Hours)																									
Comp Time																									
Workman's Comp																									
*Other:																									

Leadville Police Department

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



Daniel Breyer, Interim Chief of Police
Greg Labbe, Mayor

TO: The Honorable Mayor and Members of Leadville City Council

FROM: The Leadville Police Department

SUBJECT: Leadville Police Department: January, 2024

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

- **Highlights:**

MONEY RECEIVED FOR THE MONTH:

\$.00	() Parking Tickets
\$042.00	(2) VIN Inspections / 5 th Judicial District Checks / (1) Records Requests / () Fingerprints/ (1) Sex Offender Registrations / () Vehicle Tow Fee
<u>\$030.00</u>	<u>() Police Surcharge – (2) VIN Convenience Fee</u>
\$072.00	Total

ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 16
- Sex Offenders registered this month:
- Incident Reports: 44
- Citations/Tickets/Summons: 7
 - Municipal Court:5
 - County Court: 2
- Number of Juveniles put into Diversion: 1
- Number of Persons Taken In-Custody:1
 - **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

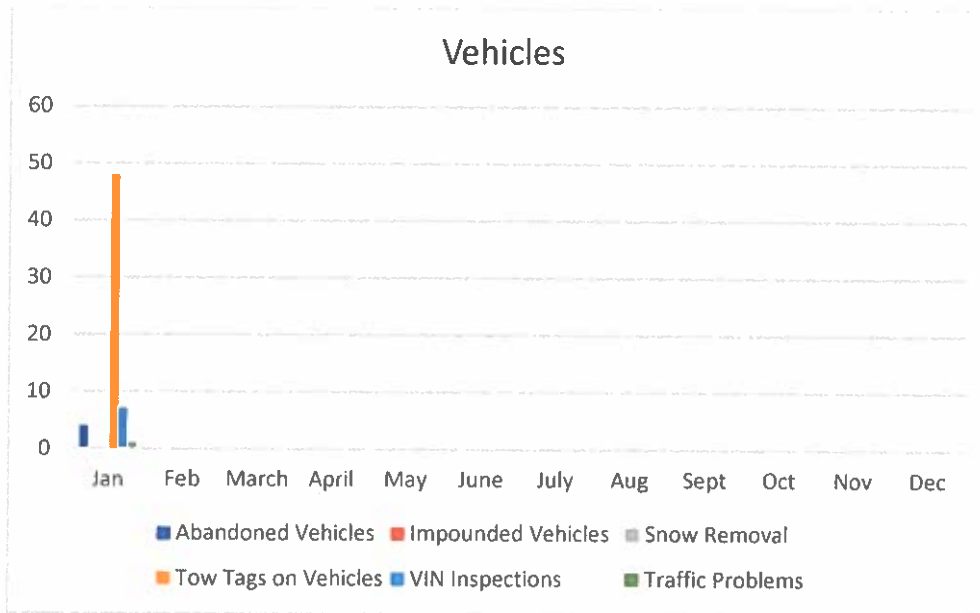
Community Service Officer Natalie Lopez

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

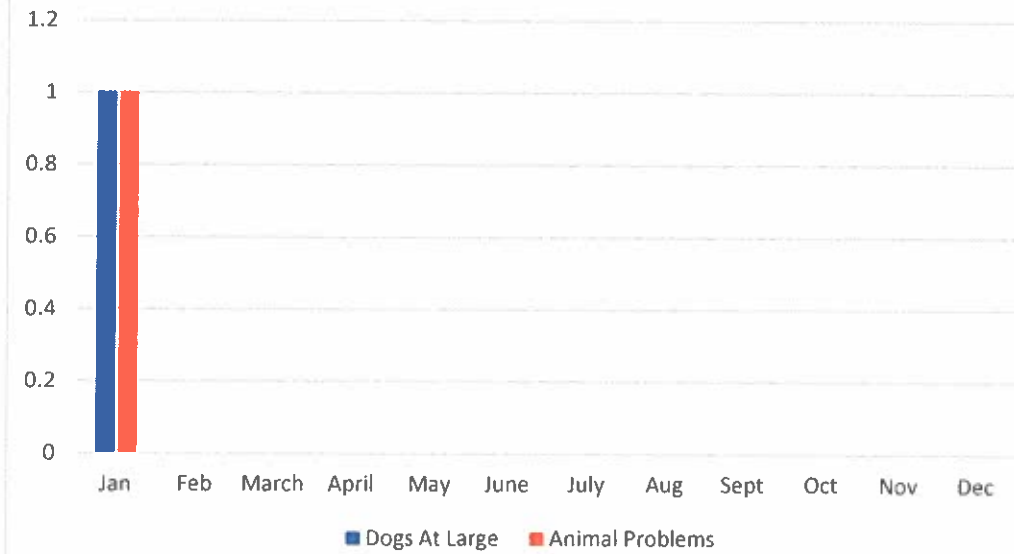
January Monthly CSO Reports 2024

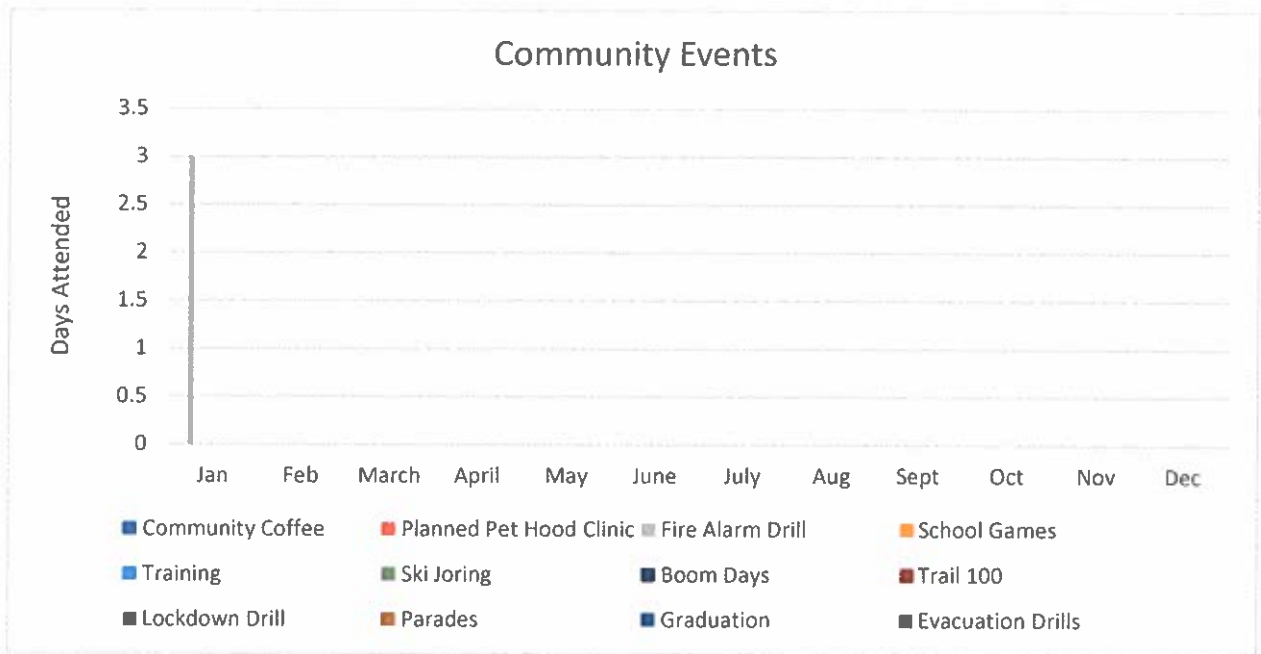
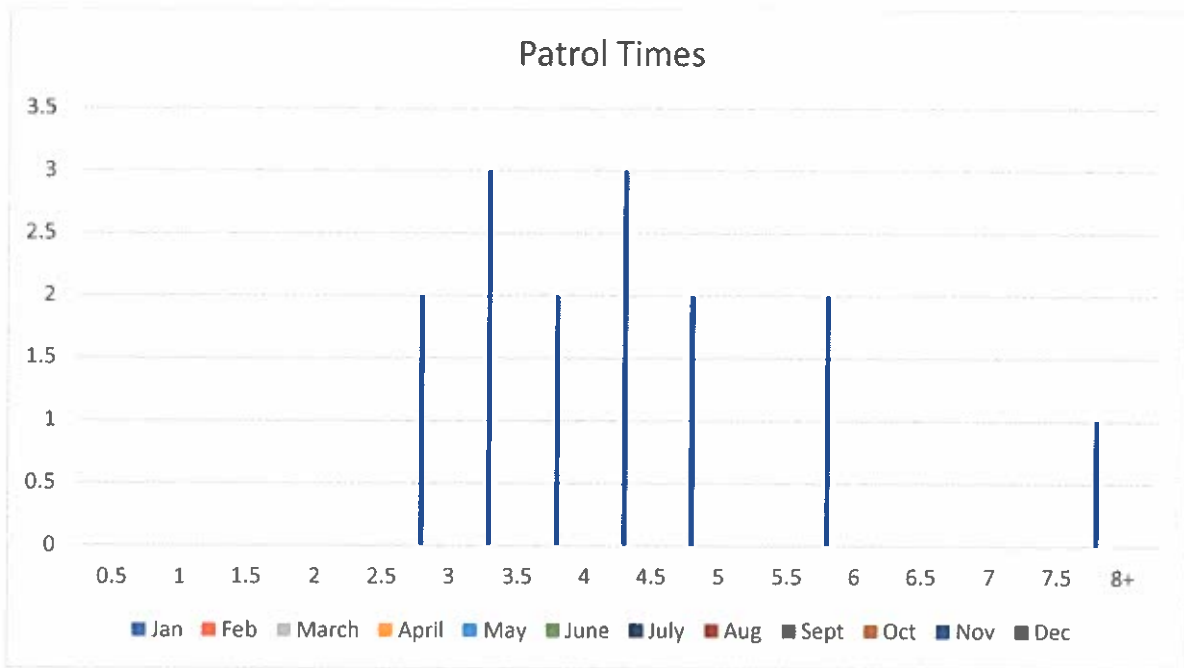


Miscellaneous



Animal Related







Leadville Lake County Fire Rescue

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

Monthly Report January, 2024

CALLS FOR SERVICE

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

DEPARTMENT

- A community member donated \$4,497.00 towards our efforts with station II, or for greater equipment for operations.
- \$1000 Grant Awarded from Chaffee County to support the Peer Support Program
- Type III Engine made the March 2024 Boise Mobile Equipment Fire Calendar

Some 2023 Highlights

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

2024 Projected Progression

- Zonehaven (Genasys) initial implementation for evacuation methods for our community. This is through the office of emergency management
- Mitigation efforts, and outreach working with Lake County Forest Health Council
- E-911 Authority Board has been voted in, IGA complete and agreed upon. This is a formal board that is currently overseeing dispatch. The board members are as follows; Sheriff is the chair,

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

PREVENTION/MARSHAL

Site Inspections: 200 E 6th building walkthrough for new business

Meetings: Building Department on E 13th street structure/ STR for county/ Expedition event

- Lexipol policy creation for LLCFR
- LLCFR Officer meeting
- HPC meeting on historic buildings
- OEN meeting on upcoming county exercise

Inspections/ Plans reviews:

Plan reviews: 21

Special Events: 9

Prevention Training: Attended free training on conducting Disaster Exercises (HSEEP).

OPERATIONS CHIEF/TRAINING/CMC

- Managed, supervised, and lead 20 personnel.
- Ongoing Wildland mitigation work with Lake County Forest Health Council, WiRe, ARWC, etc.
- Ongoing work with Lexipol for adoption of LLCFR SOP's.
- Numerous Division of Fire Prevention and Control (State) written and practical tests, as well as new certifications and recertifications.
- Hired 4 new Resident/Reserves.
- Hired 2 new career Firefighters.
- Promoted 2 firefighters to the Engineer Position

DD - Monthly Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	8	0.91%	0.00	0.00	0.00	0.00%
111 - Building fire	10	1.14%	100,000.00	35,000.00	135,000.00	71.49%
112 - Fires in structure other than in a building	1	0.11%	5,000.00	0.00	5,000.00	2.65%
113 - Cooking fire, confined to container	5	0.57%	0.00	0.00	0.00	0.00%
114 - Chimney or flue fire, confined to chimney or flue	2	0.23%	300.00	0.00	300.00	0.16%
116 - Fuel burner/boiler malfunction, fire confined	1	0.11%	100.00	250.00	350.00	0.19%
118 - Trash or rubbish fire, contained	1	0.11%	1,000.00	20,000.00	21,000.00	11.12%
131 - Passenger vehicle fire	1	0.11%	15,000.00	2,000.00	17,000.00	9.00%
141 - Forest, woods or wildland fire	6	0.68%	5,000.00	5,000.00	10,000.00	5.30%
142 - Brush or brush-and-grass mixture fire	2	0.23%	0.00	0.00	0.00	0.00%
143 - Grass fire	2	0.23%	0.00	0.00	0.00	0.00%
150 - Outside rubbish fire, other	1	0.11%				
151 - Outside rubbish, trash or waste fire	3	0.34%	0.00	0.00	0.00	0.00%
161 - Outside storage fire	1	0.11%	100.00	100.00	200.00	0.11%
	Total: 44	Total: 5.01%	Total: 126,500.00	Total: 62,350.00	Total: 188,850.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	24	2.73%				
311 - Medical assist, assist EMS crew	76	8.65%				
320 - Emergency medical service, other	78	8.87%	0.00	0.00	0.00	0.00%
321 - EMS call, excluding vehicle accident with injury	249	28.33%	0.00	0.00	0.00	0.00%
322 - Motor vehicle accident with injuries	35	3.98%				
323 - Motor vehicle/pedestrian accident (MV Ped)	4	0.46%				
324 - Motor vehicle accident with no injuries.	72	8.19%				
352 - Extrication of victim(s) from vehicle	1	0.11%				
381 - Rescue or EMS standby	6	0.68%	0.00	0.00	0.00	0.00%
	Total: 545	Total: 62.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
400 - Hazardous condition, other	1	0.11%				
410 - Combustible/flammable gas/liquid condition, other	1	0.11%				
411 - Gasoline or other flammable liquid spill	3	0.34%				
412 - Gas leak (natural gas or LPG)	33	3.75%	0.00	0.00	0.00	0.00%
422 - Chemical spill or leak	1	0.11%				
424 - Carbon monoxide incident	11	1.25%	0.00	0.00	0.00	0.00%
440 - Electrical wiring/equipment problem, other	1	0.11%				
441 - Heat from short circuit (wiring), defective/worn	1	0.11%				
444 - Power line down	4	0.46%				
445 - Arcing, shorted electrical equipment	1	0.11%				
460 - Accident, potential accident, other	1	0.11%				
463 - Vehicle accident, general cleanup	12	1.37%				
	Total: 70	Total: 7.96%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	4	0.46%				
510 - Person in distress, other	1	0.11%				

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
511 - Lock-out	22	2.50%	0.00	0.00	0.00	0.00%
520 - Water problem, other	1	0.11%				
531 - Smoke or odor removal	2	0.23%				
542 - Animal rescue	1	0.11%				
550 - Public service assistance, other	4	0.46%				
551 - Assist police or other governmental agency	22	2.50%				
553 - Public service	4	0.46%				
554 - Assist invalid	1	0.11%				
555 - Defective elevator, no occupants	1	0.11%				
561 - Unauthorized burning	1	0.11%				
Total: 64		Total: 7.28%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	11	1.25%				
611 - Dispatched and cancelled en route	48	5.46%				
621 - Wrong location	1	0.11%				
622 - No incident found on arrival at dispatch address	6	0.68%	0.00	0.00	0.00	0.00%
631 - Authorized controlled burning	2	0.23%				
651 - Smoke scare, odor of smoke	1	0.11%				
652 - Steam, vapor, fog or dust thought to be smoke	2	0.23%				
653 - Smoke from barbecue, tar kettle	1	0.11%				
661 - EMS call, party transported by non-fire agency	8	0.91%				
671 - HazMat release investigation w/no HazMat	3	0.34%				
Total: 83		Total: 9.44%	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	40	4.55%				
710 - Malicious, mischievous false call, other	1	0.11%				
731 - Sprinkler activation due to malfunction	3	0.34%				
733 - Smoke detector activation due to malfunction	1	0.11%				
736 - CO detector activation due to malfunction	3	0.34%				
741 - Sprinkler activation, no fire - unintentional	1	0.11%				
743 - Smoke detector activation, no fire - unintentional	12	1.37%				
744 - Detector activation, no fire - unintentional	3	0.34%				
745 - Alarm system activation, no fire - unintentional	6	0.68%				
746 - Carbon monoxide detector activation, no CO	1	0.11%				
Total: 71		Total: 8.08%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 9 - Special Incident Type						
900 - Special type of incident, other	2	0.23%				
Total: 2		Total: 0.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 879		Total: 100.00%	Total: 126,500.00	Total: 62,350.00	Total: 188,850.00	Total: 100.00%

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						
138 - Off-road vehicle or heavy equipment fire	1	1.22%				
151 - Outside rubbish, trash or waste fire	1	1.22%				
	Total: 2	Total: 2.44%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	9	10.98%				
320 - Emergency medical service, other	4	4.88%				
321 - EMS call, excluding vehicle accident with injury	20	24.39%				
322 - Motor vehicle accident with injuries	2	2.44%				
324 - Motor vehicle accident with no injuries.	8	9.76%				
352 - Extrication of victim(s) from vehicle	1	1.22%				
381 - Rescue or EMS standby	1	1.22%				
	Total: 45	Total: 54.88%	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)	5	6.10%				
442 - Overheated motor	1	1.22%				
444 - Power line down	1	1.22%				
	Total: 7	Total: 8.54%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
511 - Lock-out	1	1.22%				
551 - Assist police or other governmental agency	1	1.22%				
553 - Public service	2	2.44%				
	Total: 4	Total: 4.88%	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	9	10.98%				
622 - No incident found on arrival at dispatch address	3	3.66%				
631 - Authorized controlled burning	1	1.22%				
661 - EMS call, party transported by non-fire agency	1	1.22%				
	Total: 14	Total: 17.07%	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	5	6.10%				
743 - Smoke detector activation, no fire - unintentional	1	1.22%				
744 - Detector activation, no fire - unintentional	1	1.22%				
745 - Alarm system activation, no fire - unintentional	3	3.66%				
	Total: 10	Total: 12.20%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 82	Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

DD - NFIRS Run Data Report - Alarm to Arrival

Response Times	Number of Incidents	Percent of Total
0 - 1.0 Minutes	5	6.49%
1 - 2.0 Minutes	2	2.60%
2 - 3.0 Minutes	5	6.49%
3 - 4.0 Minutes	4	5.19%
4 - 5.0 Minutes	5	6.49%
5 - 6.0 Minutes	6	7.79%
6 - 7.0 Minutes	8	10.39%
7 - 8.0 Minutes	4	5.19%
8 - 9.0 Minutes	4	5.19%
9 - 10.0 Minutes	3	3.90%
10 - 11.0 Minutes	3	3.90%
11 - 12.0 Minutes	2	2.60%
12 - 13.0 Minutes	1	1.30%
13 - 14.0 Minutes	2	2.60%
14 - 15.0 Minutes	4	5.19%
15 - 16.0 Minutes	1	1.30%
16 - 17.0 Minutes	3	3.90%
17 - 18.0 Minutes	4	5.19%
18 - 19.0 Minutes	1	1.30%
19 - 20.0 Minutes	2	2.60%
21 - 22.0 Minutes	1	1.30%
23 - 24.0 Minutes	2	2.60%
26 - 27.0 Minutes	1	1.30%
28 - 29.0 Minutes	1	1.30%
37 - 38.0 Minutes	2	2.60%
53 - 54.0 Minutes	1	1.30%
	Total: 77	Total: 100.00%

Description
 This Report Doesn't Include Times Greater Than 90 Minutes

Station 2 staffing and response plan

Overview:

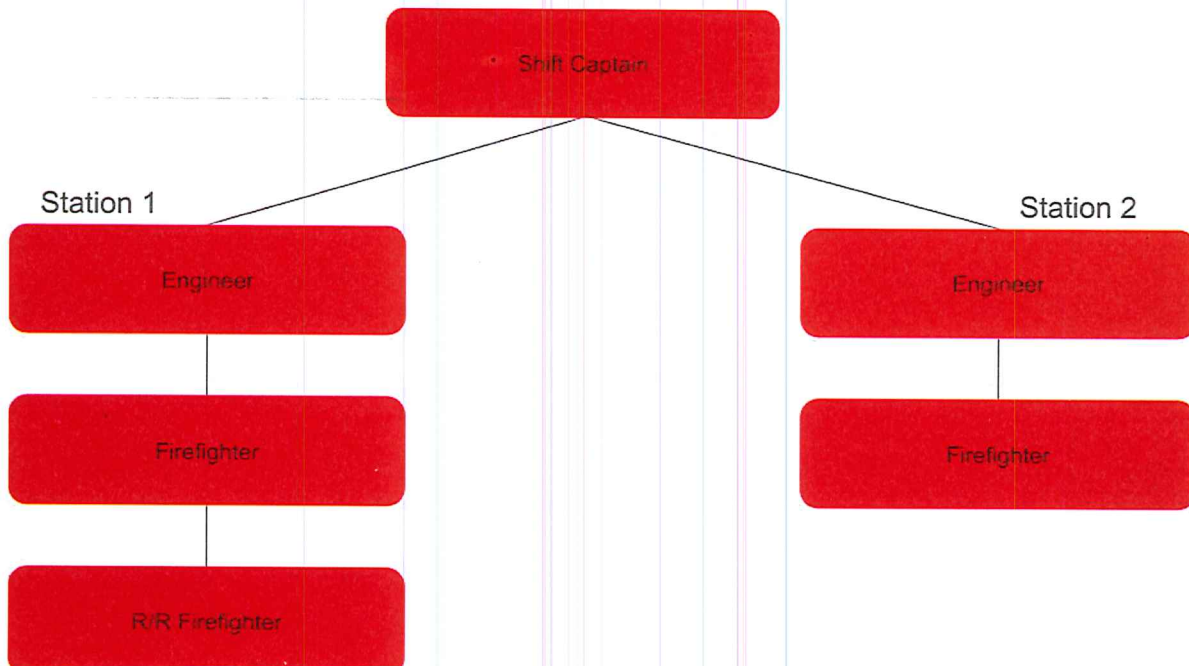
Leadville - Lake County Fire Rescue's goal is to improve fire department response in all of Lake County by providing response capabilities and staffing from Station II. Increased staffing across multiple stations will allow for coordinated sequential strategies and tactics from responding units, allowing Leadville-Lake County firefighters a greatly improved opportunity to protect Leadville and Lake County citizens from harm, while simultaneously increasing responder safety. This benefits residents and visitors to the southern portion of Lake County and the residents and visitors of the City of Leadville. Additional benefits include an improved Insurance Services Office (ISO) rating impacting homeowner fire insurance rates, increased available fire department personnel for major incidents and decreased reliance on mutual aid response from neighboring fire departments for primary response coverage while LLCFR units are committed to minor calls for service.

Response will be provided by two firefighters staffing Station II, two days a week on a rotating 48/96 schedule beginning in the spring of 2024. Coverage will be increased by an additional 48 hours a week in 2025 and again in 2026 providing 24/7 coverage. Minimum staffing at Station II will be two personnel; an engineer and firefighter.

Station I will maintain a minimum staffing of 3 personnel, consisting of a Captain, Engineer and Firefighter. When minimum staffing falls below 3 firefighters at Station I, Station II personnel will be moved to Station 1, temporarily brownout service at Station II. Assigned resident/reserve firefighters will be staffed at Station I.

LLCFR staff will rotate between stations on an approximate 1-3 month rotation, when fully staffed.

Shift Organizational Chart:



Station Districts:

State Hwy 300 will be the dividing line between the station districts, continuing in an approximate east and west line to the borders of Lake County.

Station I will be the primary response for North of Highway 300 to the northern boundary of Lake County. Station II, when staffed, will be the primary response to the southern portion of Lake County including Hwy 300.

Call response:

Single Company Response

(a single station responding to a call for service, while the other remains available for additional calls):

- Routine medical
- Motor vehicle crash - no injuries / slide off
- Wildland smoke report
- Unattended Campfire
- Lockout/Lockin
- Law enforcement standby
- Automatic alarms - residential

Multi Company Response

(both stations responding immediately to a call for service)

- Multiple patient medical
- Medical code
- Motor vehicle crash - multiple pt / major injuries
- Motor vehicle crash - extrication
- Motor vehicle crash - multiple vehicles
- Motor vehicle crash - Hybrid and EV vehicles
- Confirmed gas leak
- Structure Fire
- Vehicle Fire
- Automatic Alarm - Commercial/High occupancy
- Wildland Fire
- Tech Rescue (rope, ice, water)
- HAZMAT
- Any IDLH environment

Mutual aid requests:

As a new capacity LLCFR will have the ability to respond to out of county mutual aid requests. Out of county responding apparatus will be staffed by a ranked company officer or NWCG engine boss as appropriate. Water tender requests will be staffed by a ranked engineer or NWCG FF1/ICT5. All mutual aid requested will be filled at the discretion of the shift captain.

2023 R/R Schedule			
(updated: 11/3/23)	Aug. 1 - Sept. 30	Oct. 1 - Dec. 31	
<u>A-Shift</u> Permanent Resident: -----	Bliven	Duncan	
<u>B-Shift</u> Permanent Resident: Allen	Floyd	Hamilton	
<u>C-Shift</u> Permanent Resident: -----	Duncan Hamilton	Floyd Bliven	
	<u>Reserves that float between shifts:</u> Nicholas Stern		
2024 R/R Schedule			
(updated: 01/18/2024)	Feb - May 31	June. 1 - Sept. 30	Oct. 1 - Jan. 31
<u>A-Shift</u> Permanent Resident: -----	Newton	Duncan & Balyeat	Bliven & Lima
<u>B-Shift</u> Permanent Resident: -----	Bliven & Lima	Newton	Duncan & Balyeat
<u>C-Shift</u> Permanent Resident: -----	Duncan & Balyeat	Bliven & Lima	Newton
LaCava - Friday, Saturday, and Sundays	<u>Reserves that float between shifts:</u>		Keegan Gorham



MEMO

TO: Mayor Green and Leadville City Council
FROM: Paige Vigil, Human Resources Director
MEETING DATE: February 20, 2024
SUBJECT: HR Dept. Monthly Report

Mayor Greene and Leadville City Council,

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

Continued HR Director Onboarding

- Meeting individually with department managers to identify the following:
 - What is going well in the department?
 - What needs improvement in the department?
 - What does the department need HR's assistance with?
 - How is the department's turnover?
 - Historically, what has the department recruitment efforts consisted of? Have they been successful?
 - Historically, what has been the department's perspective of the HR department?
 - What would the department like to see from the HR department?
 - Does the department feel that the City provides adequate learning and development opportunities?
 - Where would the department like to see improvements of teamwork throughout the City as a whole?
 - How does the department feel about change?

Employee New Hires/ Turnover

- 5 new hires
 - 1 HR director
 - 4 resident/ reserve firefighters
- There were no resignations or terminations in January 2024

Recruitment

- Obtaining quotes on third-party assistance with Chief of Police recruitment campaign
- Networking with the community and local Workforce Center to advertise position openings

Miscellaneous

- Employee Appreciation Day - Friday, March 1st



- Working with Pinnacol and Associates Insurance Group on a safety program
 - Work to lower our experience modification rate (“experience mod” or EMR)
 - Measurement used to price workers’ compensation insurance premiums
 - Measurement of “riskiness” compared to similar businesses in industry/ profession



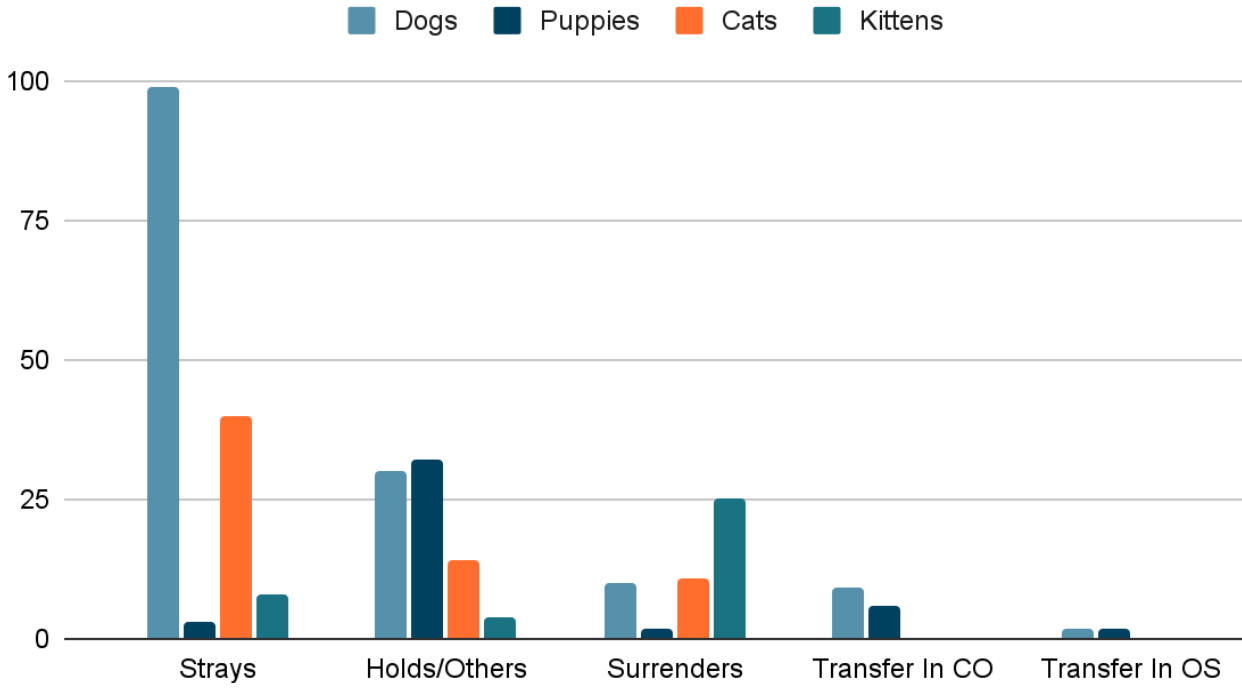
Department Report

2023 Recap

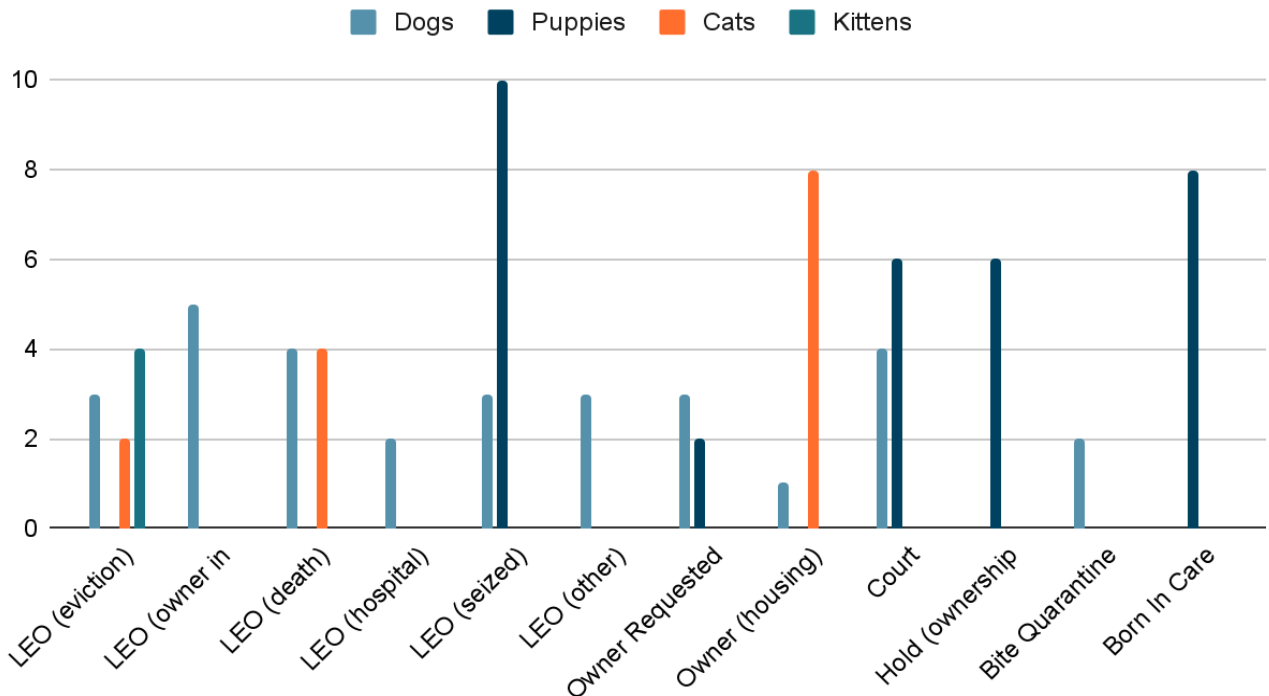
301 animals were cared for in 2023

Intake Totals

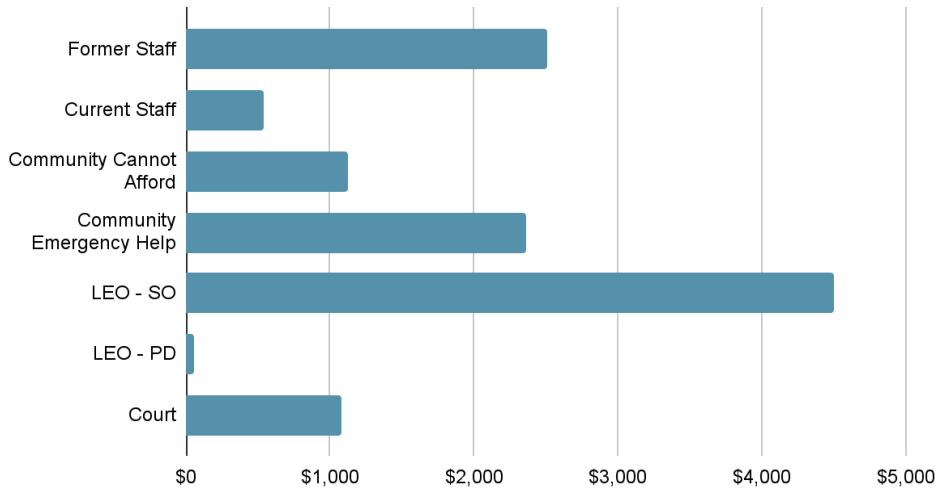
150	50.5%	Strays
80	26.9%	Holds/Other
48	16.2%	Surrenders
19	6.4%	Transfers In



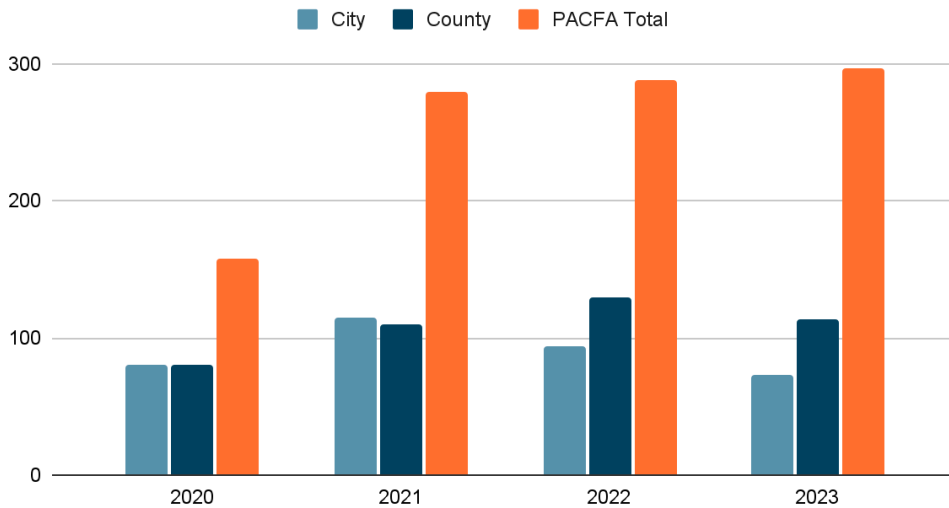
Holds/Others



Unpaid Impound Fees

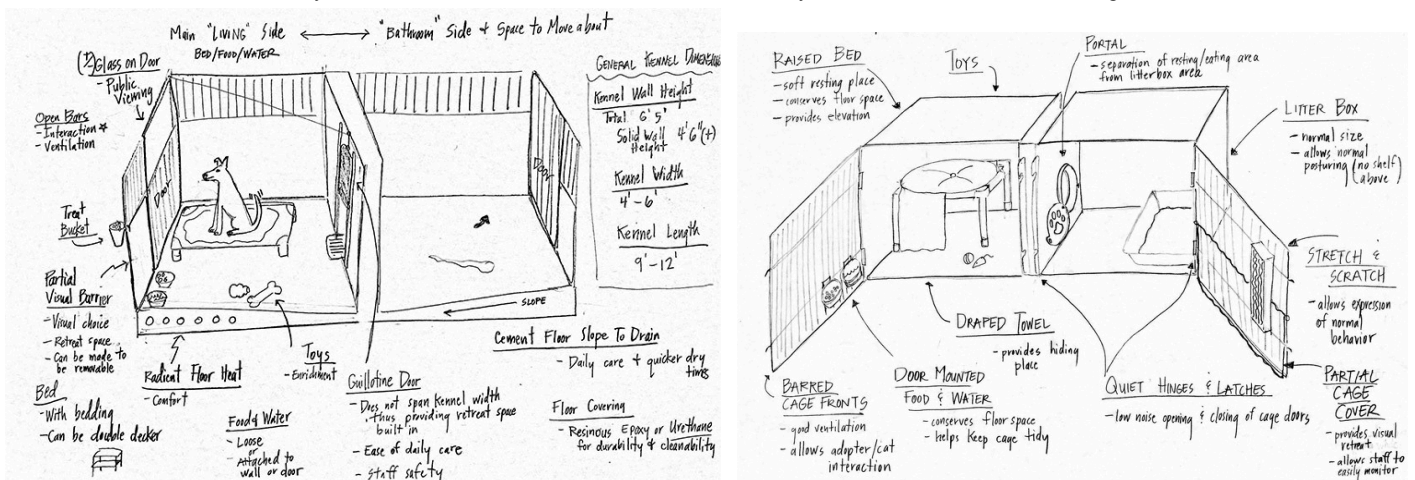


2020 - 2023 Intakes



Since 2015, double sided kennels have been the national standard in animal shelters.

UC Davis Koret Shelter Medicine Program, The Associates of Shelter Veterinarians, Fear Free Shelters, University of Wisconsin-Madison Shelter Medicine, University of Florida Shelter Medicine Program, ETC





2024

Steps Towards Reducing Strays

1. **Increase owned pet identification**
 - a. Microchips, collars/harnesses, ID tags
2. **Animal Control**
 - a. Tickets
3. **Education**
 - a. Humane Education, Bilingual Educational Posters, Emails and Mail Reminders

January Quick Stats

Started 2024 with 4 dogs, 6 puppies, 0 felines
32 Animals Cared For In January - with an average of 10 pets per day

Intakes

20 Impounds
 6 City
 14 County
4 Holds: Owner
Pick Ups
 13 Public
 4 PD
 1 SO
 2 LLCAS
5 Surrenders (all cats)
 4 City
 1 County

Outcomes

2 Adoptions
17 RTO
5 Unclaimed Strays
1 Transfer Out
1 Euthanasia
5 Repeat Offenders
7 Needs
 3 Rabies
 4 Licenses

40 animals cared for to date (02/15)

11 animals in our care: **8** adoptable dogs & **3** adoptable cats

2024 Estimate: 333 animals

DEPUTY CITY CLERK

February 2024 – LICENCES REPORT

BUSINESS

- All received business license payments have been processed
- Sending out a reminder letter to request payment (including \$20 late fee) to the remainder of businesses who have not yet renewed their license

LIQUOR

- Golden Burro's liquor license has been approved
- 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

- Received a CORA request regarding cultivation facilities in Leadville

SHORT TERM RENTAL

- The renewal period will begin March 15, 2024 for those who already hold a short-term rental license.
- May 1, 2024 the remaining licenses will open up to people on the waitlist
- If anyone who already holds a permit renews after May 1, 2024 there may not be a license available

City Permit Fee Totals 2024

2024	Building Permit Fee	Plumbing Permits	Mechanical Permits	Roofing Permits	Solar Permits	Plan Review Only	Total	County's 25%	CCC's 75%	CCC Misc.	City Misc.	Building Valuation
January	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		\$150.00			\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
December							\$0.00					
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$69,572.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total of all permits \$150.00

Total of Ancillary Permits \$150.00



MEMO

TO: Mayor Greene and City Council

FROM: Chapin LaChance, Planning Director

MEETING DATE: February 20, 2024

SUBJECT: Planning Dept. Monthly Report

Mayor Greene and City Council,

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

Pre-application

- Conditional Use Permits (CUPs)
 - 900 Elm St. Multi-unit community housing development
 - TBD W. 8th St.: Multi-unit community housing development
- Certificates of Appropriateness (COAs):
 - **New:** 202 W. 8th St. Accessory Dwelling Unit (ADU)
 - **New:** 202/204 E. 6th St. window replacement
- Annexations
 - **Update:** Leadville 7: The developer has communicated they will not be able to provide a housing commitment through a Low Income Housing Tax Credit (LIHTC) project. Staff has communicated staff and the City Council could consider other housing commitment opportunities, but the developer would need to request a meeting to propose their commitment. Staff also met with the developer on 2/15 to discuss the lack of existing platted right-of-way for their proposed E. 12th St. connection.

Work Sessions

- Development Agreements
 - **New:** Thelcrest Inc. 6-unit community housing development scheduled for 3/12 Work Session with City Council.
- Certificates of Appropriateness (COAs)
 - **New:** 330 W. 8th St. Additions: Work Session held at HPC on 1/23.
 - **New:** 200 E. 6th St. Rehabilitation scheduled for 2/27 Work Session at Historic Preservation Commission (HPC).

Active applications

- COAs
 - 109 Oak St. historic building demolition: **Update:** 2/13 HPC (continuance to 2/27 meeting) and 3/5 City Council public hearings.
- Variances
 - **New:** 140 W. 7th St. porch: scheduled for 3/5 Board of Adjustment public hearing.

Pending applications

- Building Permits
 - 309 Grand Review 28-unit condominium building. **No update.**
 - 1511-1517 Prospect Dr. 4-unit townhome building. **No update.**

Processed applications

- Subdivisions
 - **New:** Edmunds Terrace, Lot 28-30 Lot Line Adjustment and Sanitary Easements (Approved)
- Building Permits
 - **New:** 162 Brooklyn Circle single-family dwelling (Approved)
 - **New:** 220 E. 5th St. photovoltaic panels (Approved)
 - **New:** 160 Brooklyn Circle photovoltaic panels (Approved)
- Signs
 - **New:** 311/313 Harrison - The Famous” (Approved)
 - **New:** 616 Harrison Ave. - “Leadville Exchange”(Approved)

Construction:

- **New:** Asbestos spill report at 500 Harrison Ave. (resolved, no spill).
- Railyard Phases 1-3: **No update.**

Code amendments

- Title 5 - Short Term Rental Licences: **Update:** The City Attorney has drafted an ordinance amending the percentage cap to numeric limits. Staff has commented on the draft of the Ordinance, and is awaiting revisions by the City Attorney.
- Title 17 - Zoning: Housing Variety Code Amendments. **Update:** Staff is working with the City Attorney to draft a Community Housing and Development Agreements chapter, potentially with design guidelines specifically for community housing within the Community Housing chapter. Staff and the P&Z are conducting Work Sessions to address comments received at the Joint Work Session.

LLCRHA Development Subcommittee

- **New:** The Planning Director assisted with interviews of engineering and surveying firms responding to the LLCRHA’s Request for Proposals (RFP) for infrastructure design of the three (3) community housing sites.

Other

- **New:** Titan AU Gravel Pit Conditional Use Permit application to Lake County Planning. Lake County will be conducting a Bypass Feasibility Study RFP and an Impact Fee RFP.
- **New:** 902 W. 6th St. right-of-way vacation: Mayor Greene signed a deed authorized by Ordinance No. 2, Series 2019 vacating a portion of the W. 6th St. right-of-way to Paolo Narduzzi. The vacated right-of-way is adjacent to the property owned by Mr. Narduzzi at 902 W. 6th St. The ordinance required construction of a public sidewalk by Mr. Narduzzi, which has since been completed and accepted by the Streets Dept.
- **New:** Four (4) HPC members, one (1) City Council member, and two (2) staff members attended the annual Saving

Places historic preservation conference.

- **New:** Lake County High School senior Heycell Duron completed a semester-long 80 hr. internship with the Planning Dept. The Planning Director will be interviewing another high school junior for a spring semester internship.
- **New:** Staff attended the kickoff meeting for the Housing Needs Assessment with Root Policy Research.
- **New:** P&Z Commissioner Edwards resignation from P&Z. 1 Commissioner and 2 vacancies advertised in newspaper on 2/8 and 2/15, Council appointment scheduled for 3/5.
- **New:** Passing of HPC Chair Marcia Martinek.



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

Monthly Report for January 2024

Department Updates

- Continued work with Caselle to update features/modules
 - Timekeeping
 - HR & Finance have participated in multi-day set up with Caselle support
 - Timekeeping will go live over the next few pay periods, to be rolled out by department with Admin kicking off to work out any bugs
- W2s & 1099s processed
- STR review/analysis with Tourism Panel (Elsa Tharp), Finance, & Deputy City Clerk
 - What's working? What's not working? How can we improve the processes?

Financial Highlights

- General Fund Revenue - \$340,692
- General Fund Expenditures - \$620,594
 - Includes contributions to Tabor Opera House, Main Street Program, E911 Authority Funding
 - All Expenditures received entered through January
 - Excluding January PCard, charges total \$17,972 across all departments
- Fire Fund Revenue - \$584,797
 - 2023 Revenue received in 2024
- Fire Fund Expenditures - \$210,264
- Sales Tax Revenue - \$264,744
 - Sales tax posted in January is sales tax collected by the State of Colorado for the month of November. County received revenue in December 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

- Estimated Accommodations Q4 2023 Tax Revenue - \$59,545
 - Reporting period 12/21/23-2/12/2024
 - 151 accounts reported for Q4
 - 8 accounts reported for prior quarters
 - 32% Increase over 2022 Q4 STR Tax Revenue
 - \$14,500

Upcoming Items

- Prep for the 2023 Audit

Continued Items

- Bank reconciliation catch up, finalized through May 2023
- Continue to explore Caselle and utilize the system to its full capacity
- Continue to look for efficiencies within processes
 - Demo Budget system, potential ERP System
- Establish a Purchasing Card Policy
 - Move away from shared department credit cards
 - Cards ordered/distributed to department heads
 - Allows for better tracking and accountability
 - Establish online access for all card holders on Elan for coding, receipt attachment, descriptions, etc.
 - File can be exported and then imported into Caselle

CITY OF LEADVILLE
 COMBINED CASH INVESTMENT
 JANUARY 31, 2024

COMBINED CASH ACCOUNTS

99-1002	GENERAL FUND CHECKING	1,416,963.56
		1,416,963.56
	TOTAL COMBINED CASH	1,416,963.56
99-1000	CASH ALLOCATED TO OTHER FUNDS	(1,416,963.56)
		(1,416,963.56)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	1,869,232.45
5	ALLOCATION TO CONSERVATION TRUST FUND	(89,370.30)
6	ALLOCATION TO URA FUND	(313,645.90)
7	ALLOCATION TO ACCOMMODATINS TAX FUND	20,776.35
8	ALLOCATION TO HIGH COUNTRY DEVELOPERS	117,291.68
10	ALLOCATION TO FIRE DEPARTMENT FUND	(187,320.72)
		(187,320.72)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,416,963.56
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(1,416,963.56)
		(1,416,963.56)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LEADVILLE
BALANCE SHEET
JANUARY 31, 2024

GENERAL FUND

ASSETS

01-1000	CASH ALLOCATED TO OTHER FUNDS	1,869,232.45	
01-1006	COMMUNITY GENERAL INVESTMENT	899,101.38	
01-1030	GENERAL FUND CD	68,714.45	
01-1060	CASH - BAIL BONDS	2,903.81	
01-1065	PETTY CASH - POLICE DEPT	(70.00)	
01-1070	PETTY CASH - ADMINISTRATIVE	250.00	
01-1080	PETTY CASH - ANIMAL SHELTER	100.00	
01-1082	PETTY CASH - MUNICIPAL COURT	100.00	
01-1090	POLICE/COURT SURCHARGE	5,462.71	
01-1094	SPRUCE ST DAMAGE DEPOSIT	(300.00)	
01-1501	PROPERTY TAXES RECEIVABLE	776,103.00	
01-1502	ACCOUNTS RECEIVABLE	(44.56)	
01-1520	DUE TO/FROM COUNTY	(782.35)	
01-1535	DUE TO/FROM URA	35,677.04	
	TOTAL ASSETS		<u><u>3,656,447.93</u></u>

LIABILITIES AND EQUITY

LIABILITIES

01-2000	ACCOUNTS PAYABLE	97,174.07	
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	240.23	
01-2215	HEALTH INSURANCE PAYABLE	941.95	
01-2220	DEFERRED PLAN PAYABLE	657.68	
01-2221	CO F & P PENSION PAYABLE	53.37	
01-2230	ACCRUED PAYROLL	48,754.00	
01-2240	FWT PAYABLE	(.03)	
01-2250	SWT PAYABLE	(5.00)	
01-2265	MISCELLANEOUS PAYROLL PAYABLE	2,124.92	
01-2280	BAIL BONDS FUND	3,263.03	
01-2281	EXCAVATION BONDS FUND	4,000.00	
01-2283	PLANNING CASH DEPOSIT PAYABLE	9,381.61	
	TOTAL LIABILITIES		1,414,911.55

FUND EQUITY

CITY OF LEADVILLE
BALANCE SHEET
JANUARY 31, 2024

GENERAL FUND

FUND BALANCE:			
01-2900	GENERAL FUND BALANCE	2,305,749.25	
01-2910	LEADVILLE PAVING FUND	185,682.15	
01-2915	ANIMAL SHELTER IMPROVEMENTS	30,006.50	
	REVENUE OVER EXPENDITURES - YTD	(279,901.52)	
		<hr/>	
	BALANCE - CURRENT DATE		2,241,536.38
			<hr/>
	TOTAL FUND EQUITY		2,241,536.38
			<hr/>
	TOTAL LIABILITIES AND EQUITY		3,656,447.93
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CITY OF LEADVILLE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL FUND REVENUES</u>					
01-300-3100	.00	.00	945,600.00	945,600.00	.0
01-300-3120	2,959.55	2,959.55	60,000.00	57,040.45	4.9
01-300-3130	264,744.10	264,744.10	3,900,000.00	3,635,255.90	6.8
01-300-3135	.00	.00	20,000.00	20,000.00	.0
01-300-3140	.00	.00	4,500.00	4,500.00	.0
01-300-3150	.00	.00	300,000.00	300,000.00	.0
01-300-3160	12,183.84	12,183.84	180,000.00	167,816.16	6.8
01-300-3170	.00	.00	2,000.00	2,000.00	.0
01-300-3210	4,845.00	4,845.00	15,000.00	10,155.00	32.3
01-300-3220	175.00	175.00	6,000.00	5,825.00	2.9
01-300-3225	.00	.00	21,000.00	21,000.00	.0
01-300-3226	.00	.00	55,000.00	55,000.00	.0
01-300-3240	.00	.00	20,000.00	20,000.00	.0
01-300-3256	.00	.00	57,000.00	57,000.00	.0
01-300-3258	.00	.00	500.00	500.00	.0
01-300-3260	.00	.00	1,500.00	1,500.00	.0
01-300-3270	50.00	50.00	300.00	250.00	16.7
01-300-3280	50.00	50.00	2,000.00	1,950.00	2.5
01-300-3320	430.00	430.00	25,000.00	24,570.00	1.7
01-300-3321	53,052.27	53,052.27	160,365.00	107,312.73	33.1
01-300-3330	894.30	894.30	13,000.00	12,105.70	6.9
01-300-3340	.00	.00	18,000.00	18,000.00	.0
01-300-3350	.00	.00	122,000.00	122,000.00	.0
01-300-3400	225.00	225.00	2,000.00	1,775.00	11.3
01-300-3410	295.00	295.00	6,961.00	6,666.00	4.2
01-300-3420	100.00	100.00	6,000.00	5,900.00	1.7
01-300-3430	50.00	50.00	3,000.00	2,950.00	1.7
01-300-3440	.00	.00	1,000.00	1,000.00	.0
01-300-3501	.00	.00	1,500.00	1,500.00	.0
01-300-3505	.00	.00	10.00	10.00	.0
01-300-3506	.00	.00	100,000.00	100,000.00	.0
01-300-3508	.00	.00	10.00	10.00	.0
01-300-3510	328.00	328.00	6,000.00	5,672.00	5.5
01-300-3518	.00	.00	10,000.00	10,000.00	.0
01-300-3519	.00	.00	15,000.00	15,000.00	.0
01-300-3520	.00	.00	2,500.00	2,500.00	.0
01-300-3605	.00	.00	32,000.00	32,000.00	.0
01-300-3620	.00	.00	2,500.00	2,500.00	.0
01-300-3900	.00	.00	28,000.00	28,000.00	.0
01-300-5531	310.00	310.00	18,000.00	17,690.00	1.7
TOTAL GENERAL FUND REVENUES	340,692.06	340,692.06	6,163,246.00	5,822,553.94	5.5
TOTAL FUND REVENUE	340,692.06	340,692.06	6,163,246.00	5,822,553.94	5.5

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE EXPENDITURES:</u>					
01-40-1-5000 SALARY	4,476.94	4,476.94	68,800.00	64,323.06	6.5
01-40-1-5011 DISCRETIONARY EMPLOYEE BONUS'	.00	.00	20,000.00	20,000.00	.0
01-40-1-5120 FICA - EMPLOYER	275.75	275.75	4,266.00	3,990.25	6.5
01-40-1-5130 FICA MEDICARE - EMPLOYER	64.51	64.51	998.00	933.49	6.5
01-40-1-5150 HEALTH INSURANCE	132.80	132.80	.00	(132.80)	.0
01-40-1-5165 STATE UNEMPLOYMENT TAX	1.71	1.71	.00	(1.71)	.0
01-40-1-6202 SUPPLIES	.00	.00	1,300.00	1,300.00	.0
01-40-1-6203 OPERATING EXPENSES	.00	.00	500.00	500.00	.0
01-40-1-6310 EDUCATION & CONFERENCES	.00	.00	1,000.00	1,000.00	.0
01-40-1-6311 TRAVEL	.00	.00	1,000.00	1,000.00	.0
TOTAL EXECUTIVE EXPENDITURES	4,951.71	4,951.71	97,864.00	92,912.29	5.1
<u>ADMINISTRATIVE EXPENDITURES:</u>					
01-40-2-5000 SALARY	19,658.49	19,658.49	305,364.00	285,705.51	6.4
01-40-2-5007 OVERTIME	.00	.00	500.00	500.00	.0
01-40-2-5120 FICA	1,185.73	1,185.73	18,964.00	17,778.27	6.3
01-40-2-5130 FICA MEDICARE	277.32	277.32	4,435.00	4,157.68	6.3
01-40-2-5140 DEFERRED PLAN	186.44	186.44	13,761.00	13,574.56	1.4
01-40-2-5150 HEALTH INSURANCE	1,610.00	1,610.00	36,218.00	34,608.00	4.5
01-40-2-5165 STATE UNEMPLOYMENT TAX	39.33	39.33	612.00	572.67	6.4
01-40-2-6202 SUPPLIES	.00	.00	2,325.00	2,325.00	.0
01-40-2-6310 EDUCATION & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
01-40-2-6311 TRAVEL	.00	.00	850.00	850.00	.0
TOTAL ADMINISTRATIVE EXPENDITURES	22,957.31	22,957.31	385,029.00	362,071.69	6.0
<u>MUNICIPAL COURT EXPENDITURES:</u>					
01-40-3-5000 SALARY	2,218.57	2,218.57	31,142.00	28,923.43	7.1
01-40-3-5120 FICA	134.37	134.37	1,931.00	1,796.63	7.0
01-40-3-5130 FICA MEDICARE	31.43	31.43	452.00	420.57	7.0
01-40-3-5150 HEALTH INSURANCE	127.84	127.84	2,220.00	2,092.16	5.8
01-40-3-5165 STATE UNEMPLOYMENT TAX	4.44	4.44	62.00	57.56	7.2
01-40-3-6202 SUPPLIES	.00	.00	100.00	100.00	.0
01-40-3-6203 OPERATING EXPENSES	.00	.00	550.00	550.00	.0
01-40-3-6204 POSTAGE	.00	.00	162.00	162.00	.0
01-40-3-6301 LEGAL FEES-PROS. ATTORNEY	.00	.00	11,800.00	11,800.00	.0
01-40-3-6303 PROFESSIONAL SERVICES - OTHER	.00	.00	2,700.00	2,700.00	.0
01-40-3-6310 EDUCATION & CONFERENCES	.00	.00	1,000.00	1,000.00	.0
01-40-3-6311 TRAVEL	.00	.00	2,600.00	2,600.00	.0
01-40-3-6312 DUES & MEMBERSHIPS	.00	.00	82.00	82.00	.0
01-40-3-6550 COMPUTER EQUIPMENT/MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-3-6570 INTERPRETER	.00	.00	1,200.00	1,200.00	.0
TOTAL MUNICIPAL COURT EXPENDITURES	2,516.65	2,516.65	58,001.00	55,484.35	4.3
<u>CITY CLERK EXPENDITURES:</u>					

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-4-5000 SALARY	3,653.91	3,653.91	45,924.00	42,270.09	8.0
01-40-4-5120 FICA	213.80	213.80	2,847.00	2,633.20	7.5
01-40-4-5130 FICA MEDICARE	49.99	49.99	666.00	616.01	7.5
01-40-4-5150 HEALTH INSURANCE	511.37	511.37	6,959.00	6,447.63	7.4
01-40-4-5165 STATE UNEMPLOYMENT TAX	7.12	7.12	87.00	79.88	8.2
01-40-4-6304 CODIFICATION OF MUNICIPAL CODE	.00	.00	5,000.00	5,000.00	.0
01-40-4-6310 EDUCATION & CONFERENCES	.00	.00	1,500.00	1,500.00	.0
01-40-4-6501 OTHER EXPENSES	.00	.00	100.00	100.00	.0
01-40-4-6545 LEGAL PUBLICATIONS	125.91	125.91	5,000.00	4,874.09	2.5
TOTAL CITY CLERK EXPENDITURES	4,562.10	4,562.10	68,083.00	63,520.90	6.7

CITY TREASURER EXPENDITURES:

01-40-5-5000 SALARY	8,954.87	8,954.87	108,182.00	99,227.13	8.3
01-40-5-5120 FICA	515.89	515.89	6,707.00	6,191.11	7.7
01-40-5-5130 FICA MEDICARE	120.65	120.65	1,569.00	1,448.35	7.7
01-40-5-5140 DEFERRED PLAN	.00	.00	4,849.00	4,849.00	.0
01-40-5-5150 HEALTH INSURANCE	1,487.54	1,487.54	9,527.00	8,039.46	15.6
01-40-5-5165 STATE UNEMPLOYMENT TAX	17.71	17.71	162.00	144.29	10.9
01-40-5-6310 EDUCATION AND CONFERENCES	.00	.00	500.00	500.00	.0
01-40-5-6311 TRAVEL	814.29	814.29	100.00	(714.29)	814.3
01-40-5-6312 DUES & MEMBERSHIP	.00	.00	300.00	300.00	.0
TOTAL CITY TREASURER EXPENDITURES	11,910.95	11,910.95	131,896.00	119,985.05	9.0

CITY HALL EXPENDITURES:

01-40-6-5000 SALARY	736.32	736.32	12,096.00	11,359.68	6.1
01-40-6-5120 FICA	45.65	45.65	750.00	704.35	6.1
01-40-6-5130 FICA MEDICARE	10.67	10.67	175.00	164.33	6.1
01-40-6-5165 UNEMPLOYMENT TAX	1.47	1.47	24.00	22.53	6.1
01-40-6-6202 SUPPLIES	778.53	778.53	8,000.00	7,221.47	9.7
01-40-6-6204 POSTAGE	313.34	313.34	2,500.00	2,186.66	12.5
01-40-6-6205 OPERATING EXPENSES	1,416.00	1,416.00	9,000.00	7,584.00	15.7
01-40-6-6209 LEASE PAYMENTS	.00	.00	7,500.00	7,500.00	.0
01-40-6-6215 809 SPRUCE ST. MAINTENANCE	1,056.93	1,056.93	3,000.00	1,943.07	35.2
01-40-6-6216 BUILDING MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
01-40-6-6301 PROFESSIONAL SERVICES - LEGAL	.00	.00	100,000.00	100,000.00	.0
01-40-6-6302 PROFESSIONAL SERVICES - AUDIT	.00	.00	48,400.00	48,400.00	.0
01-40-6-6303 PROFESSIONAL SERVICES - OTHER	13,618.67	13,618.67	44,000.00	30,381.33	31.0
01-40-6-6306 TREASURERS FEES (PROPERTY TAX)	.00	.00	27,912.00	27,912.00	.0
01-40-6-6307 SHORT TERM RENTAL MERCHANT FEE	.00	.00	1,000.00	1,000.00	.0
01-40-6-6312 DUES & MEMBERSHIP	69.99	69.99	3,000.00	2,930.01	2.3
01-40-6-6330 TELEPHONE	239.31	239.31	8,000.00	7,760.69	3.0
01-40-6-6338 PARKLET UTILITIES	99.00	99.00	3,000.00	2,901.00	3.3
01-40-6-6339 809 SPRUCE ST. UTILITIES	173.26	173.26	14,000.00	13,826.74	1.2
01-40-6-6340 UTILITIES	1,294.68	1,294.68	20,000.00	18,705.32	6.5
01-40-6-6341 STREET LIGHTING	.00	.00	40,000.00	40,000.00	.0
01-40-6-6342 EV CHARGING STATION UTILITIES	(1,797.72)	(1,797.72)	24,000.00	25,797.72	(7.5)
01-40-6-6501 OTHER EXPENSES	360.00	360.00	8,000.00	7,640.00	4.5
01-40-6-6504 TABOR HOME EXPENSES	1,548.45	1,548.45	2,500.00	951.55	61.9
01-40-6-6511 HOUSE WITH THE EYE EXPENSES	.00	.00	2,500.00	2,500.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-6-6520 INSURANCE	34,689.61	34,689.61	187,862.00	153,172.39	18.5
01-40-6-6523 TABOR OPERA HOUSE CONTRIBUTION	140,000.00	140,000.00	140,000.00	.00	100.0
01-40-6-6531 TRANSFERS TO OTHER FUNDS	.00	.00	685,733.00	685,733.00	.0
01-40-6-6535 MAIN STREET PRGM EXPENDITURES	65,000.00	65,000.00	65,000.00	.00	100.0
01-40-6-6550 COMPUTER EQUIPMENT/MAINTENANCE	3,079.44	3,079.44	34,500.00	31,420.56	8.9
01-40-6-6551 COMPUTER SOFTWARE	.00	.00	12,000.00	12,000.00	.0
01-40-6-6555 HOUSING ADMINISTRATOR FUND TRA	.00	.00	35,000.00	35,000.00	.0
01-40-6-6905 OPERATING CONTINGENCY	.00	.00	146,015.00	146,015.00	.0
01-40-6-6906 SUPPL BUDGET APPROPRIATION	.00	.00	383,411.00	383,411.00	.0
01-40-6-7001 XEROX COPIER	392.84	392.84	6,000.00	5,607.16	6.6
01-40-6-9000 CAPITAL PURCHASE	.00	.00	75,492.00	75,492.00	.0
TOTAL CITY HALL EXPENDITURES	263,126.44	263,126.44	2,210,370.00	1,947,243.56	11.9
 <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	11,741.58	11,741.58	201,150.00	189,408.42	5.8
01-40-8-5120 FICA	669.92	669.92	12,471.00	11,801.08	5.4
01-40-8-5130 FICA MEDICARE	156.71	156.71	2,917.00	2,760.29	5.4
01-40-8-5140 DEFERRED PLAN	604.80	604.80	7,560.00	6,955.20	8.0
01-40-8-5150 HEALTH INSURANCE	1,771.46	1,771.46	72.00	(1,699.46)	2460.4
01-40-8-5165 STATE UNEMPLOYMENT TAX	23.42	23.42	402.00	378.58	5.8
01-40-8-6301 PROFESSIONAL SERVICES - LEGAL	.00	.00	14,800.00	14,800.00	.0
01-40-8-6304 PROFESSIONAL SERVICES - ENGINE	.00	.00	8,000.00	8,000.00	.0
01-40-8-6310 EDUCATION AND CONFERENCES	.00	.00	3,900.00	3,900.00	.0
01-40-8-6311 TRAVEL	.00	.00	2,500.00	2,500.00	.0
01-40-8-6312 DUES & MEMBERSHIP	.00	.00	1,250.00	1,250.00	.0
01-40-8-6515 CODE AMENDMENTS - CONSULTANTS	.00	.00	10,000.00	10,000.00	.0
01-40-8-6526 HISTORIC PRESERVATION COMMISSI	.00	.00	8,700.00	8,700.00	.0
01-40-8-6545 LEGAL PUBLICATIONS	22.19	22.19	500.00	477.81	4.4
TOTAL PLANNING DEPARTMENT EXPENDIT	14,990.08	14,990.08	274,222.00	259,231.92	5.5
TOTAL GENERAL OPERATING EXPENDITUR	325,015.24	325,015.24	3,225,465.00	2,900,449.76	10.1

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
<u>POLICE DEPARTMENT EXPENDITURES:</u>					
01-60-0-5000 SALARY	38,803.00	38,803.00	709,277.00	670,474.00	5.5
01-60-0-5003 PART-TIME WAGES	1,041.77	1,041.77	.00	(1,041.77)	.0
01-60-0-5004 CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
01-60-0-5007 OVERTIME	978.41	978.41	15,000.00	14,021.59	6.5
01-60-0-5010 HOLIDAY PAY	1,714.88	1,714.88	3,000.00	1,285.12	57.2
01-60-0-5016 FTO PAY	.00	.00	2,000.00	2,000.00	.0
01-60-0-5032 SHIFT DIFFERENTIAL	285.82	285.82	3,500.00	3,214.18	8.2
01-60-0-5120 FICA	1,393.82	1,393.82	19,322.00	17,928.18	7.2
01-60-0-5130 FICA MEDICARE	612.49	612.49	10,654.00	10,041.51	5.8
01-60-0-5140 DEFERRED PLAN	.00	.00	7,000.00	7,000.00	.0
01-60-0-5145 CO F & P PENSION	1,710.29	1,710.29	44,213.00	42,502.71	3.9
01-60-0-5150 HEALTH INSURANCE	1,894.28	1,894.28	30,000.00	28,105.72	6.3
01-60-0-5165 STATE UNEMPLOYMENT TAX	85.63	85.63	1,470.00	1,384.37	5.8
01-60-0-6202 SUPPLIES	12.99	12.99	6,000.00	5,987.01	.2
01-60-0-6209 VEHICLE LEASE PAYMENTS	(1,694.03)	(1,694.03)	50,348.00	52,042.03	(3.4)
01-60-0-6210 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
01-60-0-6211 GAS AND OIL	449.75	449.75	15,000.00	14,550.25	3.0
01-60-0-6215 EQUIPMENT REPAIR & MAINTENANCE	403.13	403.13	2,000.00	1,596.87	20.2
01-60-0-6310 EDUCATION & CONFERENCES	.00	.00	25,000.00	25,000.00	.0
01-60-0-6311 TRAVEL	.00	.00	4,000.00	4,000.00	.0
01-60-0-6312 DUES & MEMBERSHIP	540.00	540.00	1,100.00	560.00	49.1
01-60-0-6330 TELEPHONE	281.85	281.85	14,000.00	13,718.15	2.0
01-60-0-6340 UTILITIES	55.31	55.31	3,500.00	3,444.69	1.6
01-60-0-6401 UNIFORM ALLOWANCE	.00	.00	8,000.00	8,000.00	.0
01-60-0-6403 PHYSICALS	.00	.00	4,000.00	4,000.00	.0
01-60-0-6404 PSYCHE EVALUATIONS	.00	.00	2,500.00	2,500.00	.0
01-60-0-6500 LEGAL SUPPORT FOR OFFICERS	.00	.00	1,500.00	1,500.00	.0
01-60-0-6501 OTHER EXPENSES	.00	.00	2,500.00	2,500.00	.0
01-60-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	1,749.94	1,749.94	54,613.00	52,863.06	3.2
01-60-0-6551 COMPUTER SOFTWARE	.00	.00	4,500.00	4,500.00	.0
01-60-0-6615 TOWING	.00	.00	1,000.00	1,000.00	.0
01-60-0-6621 INVESTIGATIVE EXPENDITURES	.00	.00	5,000.00	5,000.00	.0
01-60-0-6625 CRIME PREVENTION	.00	.00	7,000.00	7,000.00	.0
01-60-0-6640 BULLET RESISTANT VESTS	.00	.00	6,000.00	6,000.00	.0
01-60-0-6643 AMMUNITION	.00	.00	4,500.00	4,500.00	.0
01-60-0-6901 OFFICE EQUIPMENT EXPENDITURES	.00	.00	1,500.00	1,500.00	.0
01-60-0-6906 SUPPL BUDGET APPROPRIATION	173,000.00	173,000.00	173,000.00	.00	100.0
01-60-0-7001 XEROX COPIER LEASE	392.85	392.85	2,600.00	2,207.15	15.1
01-60-0-7003 POLICE CAPITAL	.00	.00	12,000.00	12,000.00	.0
TOTAL POLICE DEPARTMENT EXPENDITUR	223,712.18	223,712.18	1,263,597.00	1,039,884.82	17.7
TOTAL POLICE DEPARTMENT	223,712.18	223,712.18	1,263,597.00	1,039,884.82	17.7

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET DEPARTMENT</u>					
<u>STREET DEPARTMENT EXPENDITURES:</u>					
01-70-0-5000 SALARY	29,562.90	29,562.90	464,125.00	434,562.10	6.4
01-70-0-5007 OVERTIME	3,814.22	3,814.22	6,000.00	2,185.78	63.6
01-70-0-5010 HOLIDAY PAY	1,824.17	1,824.17	1,500.00	(324.17)	121.6
01-70-0-5031 OUT-OF-POSITION PAY	30.00	30.00	900.00	870.00	3.3
01-70-0-5120 FICA	2,090.69	2,090.69	29,297.00	27,206.31	7.1
01-70-0-5130 FICA MEDICARE	488.93	488.93	6,852.00	6,363.07	7.1
01-70-0-5140 DEFERRED PLAN	327.03	327.03	5,000.00	4,672.97	6.5
01-70-0-5150 HEALTH INSURANCE	3,912.38	3,912.38	47,080.00	43,167.62	8.3
01-70-0-5165 STATE UNEMPLOYMENT TAX	68.01	68.01	945.00	876.99	7.2
01-70-0-6202 SUPPLIES	493.97	493.97	2,500.00	2,006.03	19.8
01-70-0-6209 VEHICLE LEASE PAYMENTS	.00	.00	278,315.00	278,315.00	.0
01-70-0-6210 VEHICLE REPAIRS	.00	.00	4,000.00	4,000.00	.0
01-70-0-6211 GAS AND OIL	3,195.23	3,195.23	35,000.00	31,804.77	9.1
01-70-0-6215 EQUIPMENT REPAIR & MAINTENANCE	327.42	327.42	14,000.00	13,672.58	2.3
01-70-0-6216 BUILDING REPAIR & MAINTENANCE	.00	.00	69,000.00	69,000.00	.0
01-70-0-6310 EDUCATION & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
01-70-0-6311 TRAVEL	.00	.00	2,000.00	2,000.00	.0
01-70-0-6330 TELEPHONE	104.94	104.94	2,000.00	1,895.06	5.3
01-70-0-6340 UTILITIES	275.22	275.22	12,000.00	11,724.78	2.3
01-70-0-6341 STREET LIGHTING	139.93	139.93	4,000.00	3,860.07	3.5
01-70-0-6345 LANDFILL	.00	.00	500.00	500.00	.0
01-70-0-6401 UNIFORM ALLOWANCE	399.90	399.90	4,800.00	4,400.10	8.3
01-70-0-6403 PHYSICALS AND TESTS	260.27	260.27	1,000.00	739.73	26.0
01-70-0-6404 SAFETY EQUIPMENT	.00	.00	800.00	800.00	.0
01-70-0-6501 OTHER EXPENSES	.00	.00	500.00	500.00	.0
01-70-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	264.16	264.16	3,000.00	2,735.84	8.8
01-70-0-6800 CONTRACT SNOW REMOVAL	.00	.00	1,500.00	1,500.00	.0
01-70-0-6902 SMALL EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-70-0-7200 STREET MAINTENANCE	.00	.00	200,000.00	200,000.00	.0
01-70-0-7210 STREET SIGNAGE	.00	.00	10,000.00	10,000.00	.0
01-70-0-7255 STREET MATERIALS	.00	.00	22,000.00	22,000.00	.0
TOTAL STREET DEPARTMENT EXPENDITUR	47,579.37	47,579.37	1,234,614.00	1,187,034.63	3.9
TOTAL STREET DEPARTMENT	47,579.37	47,579.37	1,234,614.00	1,187,034.63	3.9

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL SHELTER</u>					
<u>ANIMAL SHELTER EXPENDITURES:</u>					
01-80-0-5000 SALARY	18,590.51	18,590.51	286,416.00	267,825.49	6.5
01-80-0-5007 OVERTIME	169.55	169.55	.00	(169.55)	.0
01-80-0-5010 HOLIDAY PAY	114.22	114.22	1,000.00	885.78	11.4
01-80-0-5120 FICA	1,149.14	1,149.14	17,820.00	16,670.86	6.5
01-80-0-5130 FICA - MEDICARE	268.77	268.77	4,168.00	3,899.23	6.5
01-80-0-5140 DEFERRED PLAN	.00	.00	2,392.00	2,392.00	.0
01-80-0-5150 HEALTH INSURANCE	780.28	780.28	8,360.00	7,579.72	9.3
01-80-0-5165 STATE UNEMPLOYMENT TAX	37.76	37.76	575.00	537.24	6.6
01-80-0-6202 SUPPLIES	117.91	117.91	3,000.00	2,882.09	3.9
01-80-0-6210 VEHICLE REPAIRS	.00	.00	2,050.00	2,050.00	.0
01-80-0-6211 GAS AND OIL	53.27	53.27	1,000.00	946.73	5.3
01-80-0-6216 BUILDING MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
01-80-0-6310 EDUCATION AND CONFERENCE	561.00	561.00	800.00	239.00	70.1
01-80-0-6311 TRAVEL	.00	.00	582.00	582.00	.0
01-80-0-6312 MEMBERSHIPS	.00	.00	750.00	750.00	.0
01-80-0-6330 TELEPHONE	35.33	35.33	1,100.00	1,064.67	3.2
01-80-0-6331 INTERNET ANIMAL SHELTER	54.95	54.95	600.00	545.05	9.2
01-80-0-6340 UTILITIES	99.00	99.00	4,000.00	3,901.00	2.5
01-80-0-6401 UNIFORM ALLOWANCE	.00	.00	800.00	800.00	.0
01-80-0-6501 OTHER EXPENSES	.00	.00	1,500.00	1,500.00	.0
01-80-0-6505 ANIMAL EXPENSES	.00	.00	19,600.00	19,600.00	.0
01-80-0-6520 INSURANCE	1,959.86	1,959.86	12,869.00	10,909.14	15.2
01-80-0-6550 COMPUTER EQUIPMENT/MAINTENANCE	295.24	295.24	2,454.00	2,158.76	12.0
01-80-0-6901 OFFICE EQUIPMENT EXPENDITURES	.00	.00	1,000.00	1,000.00	.0
TOTAL ANIMAL SHELTER EXPENDITURES	24,286.79	24,286.79	384,836.00	360,549.21	6.3
TOTAL ANIMAL SHELTER	24,286.79	24,286.79	384,836.00	360,549.21	6.3
TOTAL FUND EXPENDITURES	620,593.58	620,593.58	6,108,512.00	5,487,918.42	10.2
NET REVENUE OVER EXPENDITURES	(279,901.52)	(279,901.52)	54,734.00	334,635.52	(511.4)
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
JANUARY 31, 2024

CONSERVATION TRUST FUND

ASSETS

05-1000	CASH ALLOCATED TO OTHER FUNDS	(89,370.30)	
05-1006	COMMUNITY CONSERVATION TRUST	60,321.04	
	TOTAL ASSETS		(29,049.26)

LIABILITIES AND EQUITY

LIABILITIES

05-2200	FICA PAYABLE	20.51	
05-2210	UNEMPLOYMENT PAYABLE	1.03	
	TOTAL LIABILITIES		21.54

FUND EQUITY

FUND BALANCE:			
05-2900	CONSERVATION TRST FUND BALANCE	(23,159.91)	
	REVENUE OVER EXPENDITURES - YTD	(5,910.89)	
	BALANCE - CURRENT DATE	(29,070.80)	
	TOTAL FUND EQUITY		(29,070.80)
	TOTAL LIABILITIES AND EQUITY		(29,049.26)

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST FUND

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

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST FUND EXPEND:</u>					
05-40-1-5000 SALARY	1,718.08	1,718.08	8,024.00	6,305.92	21.4
05-40-1-5120 FICA	106.52	106.52	498.00	391.48	21.4
05-40-1-5130 FICA MEDICARE	24.92	24.92	116.00	91.08	21.5
05-40-1-5165 STATE UNEMPLOYMENT TAX	3.44	3.44	16.00	12.56	21.5
05-40-1-7301 PARKS MAINTENANCE	3,988.98	3,988.98	10,000.00	6,011.02	39.9
05-40-1-7302 TABOR HOME MUSEUM MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7303 HOUSE WITH THE EYE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7310 MISC. CONSERVATION	68.95	68.95	13,000.00	12,931.05	.5
TOTAL CONSERVATION TRUST FUND EXPE	5,910.89	5,910.89	36,654.00	30,743.11	16.1
TOTAL CONSERVATION TRUST FUND	5,910.89	5,910.89	36,654.00	30,743.11	16.1
TOTAL FUND EXPENDITURES	5,910.89	5,910.89	36,654.00	30,743.11	16.1
NET REVENUE OVER EXPENDITURES	(5,910.89)	(5,910.89)	10.00	5,920.89	(59108)

CITY OF LEADVILLE
BALANCE SHEET
JANUARY 31, 2024

URA FUND

ASSETS

06-1000	CASH ALLOCATED TO OTHER FUNDS	(	313,645.90)	
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		(	290,015.78)

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	(	279,153.82)	
	REVENUE OVER EXPENDITURES - YTD			
	BALANCE - CURRENT DATE	(	279,153.82)	
	TOTAL FUND EQUITY	(	279,153.82)	
	TOTAL LIABILITIES AND EQUITY	(	290,015.78)	

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

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
TOTAL URA REVENUES	.00	.00	30,000.00	30,000.00	.0
TOTAL FUND REVENUE	.00	.00	30,000.00	30,000.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

URA FUND

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

CITY OF LEADVILLE
 BALANCE SHEET
 JANUARY 31, 2024

ACCOMMODATIONS TAX FUND

ASSETS

07-1000	CASH ALLOCATED TO OTHER FUNDS		20,776.35	
	TOTAL ASSETS			<u>20,776.35</u>

LIABILITIES AND EQUITY

FUND EQUITY

	FUND BALANCE:			
07-2900	ACCOMMODATIONS TAX		20,776.35	
	REVENUE OVER EXPENDITURES - YTD			
	BALANCE - CURRENT DATE		<u>20,776.35</u>	
	TOTAL FUND EQUITY			<u>20,776.35</u>
	TOTAL LIABILITIES AND EQUITY			<u>20,776.35</u>

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

ACCOMMODATIONS TAX FUND

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

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

ACCOMMODATIONS TAX FUND

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

CITY OF LEADVILLE
 BALANCE SHEET
 JANUARY 31, 2024

HIGH COUNTRY DEVELOPERS

ASSETS

08-1000	CASH ALLOCATED TO OTHER FUNDS	117,291.68	
08-1502	ACCOUNTS RECEIVABLE	159,031.00	
		<u> </u>	
	TOTAL ASSETS		<u>276,322.68</u>

LIABILITIES AND EQUITY

LIABILITIES

08-2000	ACCOUNTS PAYABLE	387.00	
08-2295	HIGH COUNTRY DEV DEPOSITS	189,930.36	
		<u> </u>	
	TOTAL LIABILITIES		190,317.36

FUND EQUITY

	FUND BALANCE:		
08-2900	HIGH COUNTRY DEVELOPERS	86,005.32	
	REVENUE OVER EXPENDITURES - YTD	<u> </u>	
	BALANCE - CURRENT DATE	<u>86,005.32</u>	
	TOTAL FUND EQUITY		<u>86,005.32</u>
	TOTAL LIABILITIES AND EQUITY		<u>276,322.68</u>

CITY OF LEADVILLE
BALANCE SHEET
JANUARY 31, 2024

FIRE DEPARTMENT FUND

ASSETS

10-1000	CASH ALLOCATED TO OTHER FUNDS	(	187,320.72)	
10-1006	COMMUNITY FIRE DEPARTMENT		31,238.51	
10-1401	PREPAID EXPENSE		146,700.00	
10-1410	PREPAID FIRE FUND EXPENDITURES		100,000.00	
10-1510	DUE FROM OTHER GOVERNMENTS		18,155.00	
10-1520	DUE FROM COUNTY	(	52,998.40)	
	TOTAL ASSETS			55,774.39

LIABILITIES AND EQUITY

LIABILITIES

10-2000	ACCOUNT PAYABLE - FIRE		3,282.16	
10-2200	FICA PAYABLE	(	146.28)	
10-2210	UNEMPLOYMENT PAYABLE		194.31	
10-2215	HEALTH INSURANCE PAYABLE	(	1,807.16)	
10-2221	CO F & P PENSION PAYABLE	(	1,329.16)	
10-2230	ACCRUED PAYROLL		22,153.68	
10-2240	FWT PAYABLE	(	.05)	
10-2250	SWT PAYABLE		17.00	
10-2261	FIRE UNION DUES PAYABLE	(	1,020.00)	
10-2265	MISCELLANEOUS PAYROLL PAYABLE		674.06	
	TOTAL LIABILITIES			22,018.56

FUND EQUITY

FUND BALANCE:				
10-2900	FIRE DEPARTMENT FUND BALANCE	(	737,135.77)	
10-2901	FIRE FUND BAL - PROG & TNG		395,309.00	
	REVENUE OVER EXPENDITURES - YTD		375,582.60	
	BALANCE - CURRENT DATE		33,755.83	
	TOTAL FUND EQUITY			33,755.83
	TOTAL LIABILITIES AND EQUITY			55,774.39

CITY OF LEADVILLE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FIRE REVENUES</u>					
10-300-3300 COUNTY FIRE PROTECTION	584,796.69	584,796.69	1,600,043.00	1,015,246.31	36.6
10-300-3304 STANDBY SERVICES	1,050.00	1,050.00	.00	(1,050.00)	.0
10-300-3515 CMC TRAINING CONTRIBUTION	.00	.00	13,500.00	13,500.00	.0
10-300-3621 SAFER GRANT REVENUE	.00	.00	198,320.00	198,320.00	.0
10-300-3900 TRANSFER FROM GENERAL FUND	.00	.00	685,733.00	685,733.00	.0
10-300-4000 TRANSFER FROM FIRE FUND BALANC	.00	.00	98,072.00	98,072.00	.0
TOTAL FIRE REVENUES	585,846.69	585,846.69	2,595,668.00	2,009,821.31	22.6
TOTAL FUND REVENUE	585,846.69	585,846.69	2,595,668.00	2,009,821.31	22.6

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE OPERATING EXPENDITURES:</u>					
10-40-1-5000 SALARY	79,032.78	79,032.78	1,040,871.00	961,838.22	7.6
10-40-1-5001 SALARY - RESERVE PROGRAM	608.24	608.24	3,000.00	2,391.76	20.3
10-40-1-5002 SALARY - RESERVE FFII GRADE	898.45	898.45	5,000.00	4,101.55	18.0
10-40-1-5007 OVERTIME	746.46	746.46	20,000.00	19,253.54	3.7
10-40-1-5010 HOLIDAY PAY	2,842.25	2,842.25	6,000.00	3,157.75	47.4
10-40-1-5011 FIRE BONUS	.00	.00	10,000.00	10,000.00	.0
10-40-1-5012 SAFER GRANT OVERTIME	.00	.00	7,000.00	7,000.00	.0
10-40-1-5013 SAFER GRANT QUALIFICATIONS COS	469.45	469.45	5,000.00	4,530.55	9.4
10-40-1-5030 CALL OUT	621.41	621.41	3,000.00	2,378.59	20.7
10-40-1-5031 OUT-OF-POSITION PAY	3,664.39	3,664.39	15,000.00	11,335.61	24.4
10-40-1-5120 FICA	170.09	170.09	3,658.00	3,487.91	4.7
10-40-1-5130 FICA MEDICARE	1,244.91	1,244.91	16,166.00	14,921.09	7.7
10-40-1-5140 DEFERRED PLAN	1,247.03	1,247.03	22,000.00	20,752.97	5.7
10-40-1-5145 CO F & P PENSION	7,782.28	7,782.28	101,229.00	93,446.72	7.7
10-40-1-5146 FPPA OLD HIRE CONTRIBUTION	.00	.00	15,582.00	15,582.00	.0
10-40-1-5150 HEALTH INSURANCE	7,098.84	7,098.84	84,282.00	77,183.16	8.4
10-40-1-5155 HEART & CANCER TRUST INSURANCE	4,204.15	4,204.15	.00	(4,204.15)	.0
10-40-1-5165 STATE UNEMPLOYMENT TAX	178.41	178.41	2,230.00	2,051.59	8.0
10-40-1-6202 SUPPLIES	34.97	34.97	5,000.00	4,965.03	.7
10-40-1-6204 POSTAGE	.00	.00	400.00	400.00	.0
10-40-1-6209 VEHICLE LEASE PAYMENTS	.00	.00	72,865.00	72,865.00	.0
10-40-1-6210 VEHICLE REPAIRS	.00	.00	40,000.00	40,000.00	.0
10-40-1-6211 GAS AND OIL	2,518.54	2,518.54	30,000.00	27,481.46	8.4
10-40-1-6215 EQUIPMENT REPAIR & MAINTENANCE	13.98	13.98	4,000.00	3,986.02	.4
10-40-1-6216 BUILDING REPAIR & MAINTENANCE	190.25	190.25	20,000.00	19,809.75	1.0
10-40-1-6217 STATION FURNITURE	.00	.00	1,000.00	1,000.00	.0
10-40-1-6301 PROFESSIONAL SERVICES - LEGAL	.00	.00	6,000.00	6,000.00	.0
10-40-1-6307 ADMINISTRATIVE FEE	.00	.00	28,000.00	28,000.00	.0
10-40-1-6308 VEHICLE UPGRADES FUND/TRANSFER	.00	.00	200,000.00	200,000.00	.0
10-40-1-6309 EQUIPMENT UPGRADES FUND/TRANSF	.00	.00	25,000.00	25,000.00	.0
10-40-1-6310 EDUCATION & CONFERENCES	230.00	230.00	15,000.00	14,770.00	1.5
10-40-1-6311 TRAVEL	248.84	248.84	20,000.00	19,751.16	1.2
10-40-1-6312 DUES & MEMBERSHIP	150.00	150.00	2,100.00	1,950.00	7.1
10-40-1-6330 TELEPHONE	73.10	73.10	3,500.00	3,426.90	2.1
10-40-1-6340 UTILITIES	1,201.69	1,201.69	35,000.00	33,798.31	3.4
10-40-1-6401 UNIFORM ALLOWANCE	184.51	184.51	10,000.00	9,815.49	1.9
10-40-1-6403 PHYSICALS	.00	.00	14,410.00	14,410.00	.0
10-40-1-6501 OTHER EXPENSES	602.20	602.20	7,280.00	6,677.80	8.3
10-40-1-6520 INSURANCE	21,763.03	21,763.03	166,804.00	145,040.97	13.1
10-40-1-6533 COMMUNICATION EQUIPMENT	.00	.00	12,500.00	12,500.00	.0
10-40-1-6550 COMPUTER EQUIPMENT/MAINTENANCE	999.13	999.13	17,500.00	16,500.87	5.7
10-40-1-6551 COMPUTER SOFTWARE	.00	.00	19,000.00	19,000.00	.0
10-40-1-6701 VOLUNTEER OTHER	334.12	334.12	49,000.00	48,665.88	.7
10-40-1-6705 FIRE PREVENTION	.00	.00	3,500.00	3,500.00	.0
10-40-1-6715 PUBLICATIONS	200.00	200.00	300.00	100.00	66.7
10-40-1-6720 FOAM ABC & ETC	.00	.00	1,000.00	1,000.00	.0
10-40-1-6721 RESCUE EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-40-1-6725 LADDER & AIR TESTS	.00	.00	5,000.00	5,000.00	.0
10-40-1-6730 PHYSICAL PROTECTION EQUIPMENT	250.00	250.00	23,000.00	22,750.00	1.1
10-40-1-6734 HAZMAT EQUIP/SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-40-1-6735 MEDICAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
10-40-1-6736 MINOR EQUIPMENT	.00	.00	5,500.00	5,500.00	.0
10-40-1-6738 HOSE	.00	.00	3,500.00	3,500.00	.0

CITY OF LEADVILLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FIRE DEPARTMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-40-1-6901 OFFICE EQUIPMENT EXPENDITURES	16.76	16.76	2,900.00	2,883.24	.6
10-40-1-6906 E911 FIRE DEPARTMENT SHARE	59,000.00	59,000.00	.00	(59,000.00)	.0
TOTAL FIRE OPERATING EXPENDITURES	198,820.26	198,820.26	2,219,577.00	2,020,756.74	9.0
TOTAL FIRE OPERATING EXPENDITURES	198,820.26	198,820.26	2,219,577.00	2,020,756.74	9.0
<u>FIRE CONTRACT SERVICE EXPENDIT:</u>					
10-50-1-5034 WILDFIRE DEPLOYMNT EMPLEE PMTS	1,422.39	1,422.39	.00	(1,422.39)	.0
10-50-1-5130 FICA MEDICARE - EMPLR	20.63	20.63	.00	(20.63)	.0
10-50-1-5165 SUTA	2.84	2.84	.00	(2.84)	.0
10-50-1-6902 CAPITAL ASSET ACQUISITION	.00	.00	42,600.00	42,600.00	.0
TOTAL FIRE CONTRACT SERVICE EXPENDI	1,445.86	1,445.86	42,600.00	41,154.14	3.4
TOTAL FIRE CONTRACT SERVICE EXPENDI	1,445.86	1,445.86	42,600.00	41,154.14	3.4
<u>WILDLAND SUPPLEMENTAL PROGRAM:</u>					
10-60-1-6305 TRAINING SUPPORT FOR INTERNSHI	.00	.00	40,000.00	40,000.00	.0
10-60-1-6902 CAPITAL ASSET ACQUISITION	.00	.00	28,972.00	28,972.00	.0
TOTAL WILDLAND SUPPLEMENTAL PROGRA	.00	.00	68,972.00	68,972.00	.0
TOTAL WILDLAND SUPPLEMENTAL PROGRA	.00	.00	68,972.00	68,972.00	.0
<u>SAFER GRANT EXPENDITURES:</u>					
10-70-1-5000 SALARY	7,316.36	7,316.36	151,164.00	143,847.64	4.8
10-70-1-5130 FICA MEDICARE	103.92	103.92	2,192.00	2,088.08	4.7
10-70-1-5140 DEFERRED PLAN	.00	.00	3,779.00	3,779.00	.0
10-70-1-5145 CO F & P PENSION	731.65	731.65	15,116.00	14,384.35	4.8
10-70-1-5150 HEALTH INSURANCE	649.40	649.40	8,000.00	7,350.60	8.1
10-70-1-5165 STATE UNEMPLOYMENT TAX (SUTA)	14.63	14.63	302.00	287.37	4.8
10-70-1-6520 INSURANCE - WORKERS' COMP	1,182.01	1,182.01	12,000.00	10,817.99	9.9
TOTAL SAFER GRANT EXPENDITURES	9,997.97	9,997.97	192,553.00	182,555.03	5.2
TOTAL SAFER GRANT EXPENDITURES	9,997.97	9,997.97	192,553.00	182,555.03	5.2
TOTAL FUND EXPENDITURES	210,264.09	210,264.09	2,523,702.00	2,313,437.91	8.3
NET REVENUE OVER EXPENDITURES	375,582.60	375,582.60	71,966.00	(303,616.60)	521.9

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

Month Sales Tax Received by City	2020 City Sales Tax*	2021 City Sales Tax**	2022 City Sales Tax***	2023 City Sales Tax***	2024 City Sales Tax***	2024 City Sales Tax Budget	2024 Actual vs Budget (\$ Cumulative)	2024 Actual vs Budget (% Cumulative)
January	\$ 165,390	\$ 183,535	\$ 244,378	\$ 286,289	\$ 238,094	\$ 267,948	\$ (29,854)	-11.1%
February	\$ 196,840	\$ 210,257	\$ 299,137	\$ 325,040	\$ 301,604	\$ 314,154	\$ (42,404)	-7.3%
March	\$ 175,076	\$ 190,416	\$ 229,788	\$ 289,482		\$ 269,523	\$ (311,927)	-36.6%
April	\$ 165,382	\$ 174,112	\$ 251,544	\$ 293,274		\$ 269,386	\$ (581,313)	-51.9%
May	\$ 139,192	\$ 199,485	\$ 277,788	\$ 286,221		\$ 274,983	\$ (856,296)	-61.3%
June	\$ 134,564	\$ 179,671	\$ 472,432	\$ 214,349		\$ 304,937	\$ (1,161,233)	-68.3%
July	\$ 136,093	\$ 218,714	\$ 270,030	\$ 228,072		\$ 259,820	\$ (1,421,053)	-72.5%
August	\$ 233,353	\$ 289,675	\$ 369,533	\$ 340,342		\$ 375,576	\$ (1,796,629)	-76.9%
September	\$ 277,551	\$ 310,213	\$ 397,446	\$ 384,037		\$ 417,111	\$ (2,213,740)	-80.4%
October	\$ 250,181	\$ 328,378	\$ 410,305	\$ 436,670		\$ 434,257	\$ (2,647,997)	-83.1%
November	\$ 271,507	\$ 313,217	\$ 370,354	\$ 345,419		\$ 396,167	\$ (3,044,164)	-84.9%
December	\$ 216,743	\$ 266,868	\$ 289,428	\$ 264,744		\$ 316,138	\$ (3,360,302)	-86.2%
Totals:	\$ 2,361,872	\$ 2,864,541	\$ 3,882,165	\$ 3,693,939	\$ 539,698	\$ 3,900,000	\$ (3,360,302)	-86.2%

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

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

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

Report Criteria:
 Report type: GL detail

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Animal Shelter						
01/25/2024	78301	Anima	Acorn Petroleum	Animal Shelter Fuel	Gas and Oil	53.27
01/25/2024	78305	Anima	BigHorn Hardware	Power cord/Adapter/Extension cord	Supplies	107.96
01/25/2024	78306	Anima	Caitlin Kuczko	Meals for staff Trip Reimbursement	Other Expenses	76.29
01/25/2024	78306	Anima	Caitlin Kuczko	Dog Food and Treats	Animal Expenses	239.38
01/25/2024	78306	Anima	Caitlin Kuczko	Ziplock bags, Trash bags	Supplies	75.96
01/25/2024	78306	Anima	Caitlin Kuczko	Snacks for staff	Other Expenses	27.98
01/25/2024	78306	Anima	Caitlin Kuczko	Trash Bags	Supplies	9.95
01/25/2024	78306	Anima	Caitlin Kuczko	Panda Express Reimbursement	Travel	14.50
01/25/2024	78306	Anima	Caitlin Kuczko	x2 Pumpkin for dogs with upset stomach	Animal Expenses	9.98
01/25/2024	78306	Anima	Caitlin Kuczko	Ink	Office Equipment Expen	79.00
01/25/2024	78306	Anima	Caitlin Kuczko	Trash Bags	Supplies	13.78
01/25/2024	78306	Anima	Caitlin Kuczko	Wet Food and Cat Bowls	Animal Expenses	13.68
01/25/2024	78306	Anima	Caitlin Kuczko	Terramycin for cats eye issues	Animal Expenses	21.99
01/25/2024	78306	Anima	Caitlin Kuczko	Fuel	Gas and Oil	50.14
01/25/2024	78306	Anima	Caitlin Kuczko	x2 Bags of Cat Litter	Animal Expenses	14.78
01/25/2024	78309	Anima	Charter Communications	A/S Telephone	Telephone	35.33
01/25/2024	78309	Anima	Charter Communications	A/S Internet	Internet Animal Shelter	54.95
01/25/2024	78310	Anima	CIRSA	1st Qtr Property/Casulty Insurance - A/S	Insurance	1,453.04
01/25/2024	78312	Anima	Comfurt Gas Inc.	262 gallons Bulk Propane	Gas and Oil	558.27
01/25/2024	78323	Anima	Leadville Veterinary Clinic, Inc.	Visit for Douglas #18225	Animal Expenses	1,024.30
01/25/2024	78330	Anima	Pinnacol Assurance	1 of 9 Animal Shelter	Insurance	506.82
02/08/2024	78349	Anima	Caselle	Monthly Support - A/S	Computer Equipment/M	70.00
02/08/2024	78354	Anima	Comfurt Gas Inc.	297 Gallons Bulk Propane for A/S	Gas and Oil	679.21
02/08/2024	78370	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	87.09
02/08/2024	78371	Anima	Peak Performance Imaging Solutions	Monthly IT Support -A/S	Computer Equipment/M	225.24
02/08/2024	78372	Anima	Quill Corporation	Gloves for Animal Shelter	Supplies	225.98
02/08/2024	78374	Anima	Sophie Linett	Dog Meds LB&LR	Animal Expenses	23.64
Total Animal Shelter:						5,752.51
Conservation Trust Fund						
01/25/2024	78305	Conse	BigHorn Hardware	Zeits Park Grafitti Remover	Misc. Conservation	31.97
01/25/2024	78305	Conse	BigHorn Hardware	Zeits Park Work Tools	Misc. Conservation	36.98
01/25/2024	78309	Conse	Charter Communications	WiFi for Camera System at Ziatz Park	Parks Maintenance	89.98
01/25/2024	78329	Conse	Paula Martinez	Park Bathroom cleaning 12/16/23 - 01/15/24	Parks Maintenance	3,800.00
02/08/2024	78347	Conse	BigHorn Hardware	Snow Shovel/Ice Scraper/ Ice melt spreader/	Parks Maintenance	136.91
02/08/2024	78370	Conse	Parkville Water District	Parks - 4	Parks Maintenance	75.10
02/08/2024	78370	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	.60
Total Conservation Trust Fund:						4,171.54
Fire Contract Service Expendit						
02/08/2024	78377	Fire C	Verizon Wireless	F/D Wildland Fire Tablets	Wildfire Deployment Ex	80.02
Total Fire Contract Service Expendit:						80.02
Fire Operating Expenditures						
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel/602	Gas and Oil	106.16
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel/Command 1	Gas and Oil	105.42
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel/Command 2	Gas and Oil	75.99
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel/Command 3	Gas and Oil	54.45
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel/Engine 1	Gas and Oil	670.14
01/25/2024	78301	Fire O	Acorn Petroleum	Fuel-Hammer 1	Gas and Oil	208.99

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
01/25/2024	78303	Fire O	Antero Septic Corporation	Monthly Lease - Half Moon Pit/Fire Dept Trai	Education & Conference	90.00
01/25/2024	78304	Fire O	Aristata Communications	Station 2 internet	Utilities	110.00
01/25/2024	78304	Fire O	Aristata Communications	Station II Internet Feburary	Utilities	110.00
01/25/2024	78305	Fire O	BigHorn Hardware	Vehicle wash S1 + Plug connector for pigtail	Supplies	25.98
01/25/2024	78305	Fire O	BigHorn Hardware	Plumming equipment and ice ment for Statio	Building Repair & Maint	124.52
01/25/2024	78305	Fire O	BigHorn Hardware	Ice Melt-Station 1 (x2 40lbs bags)	Building Repair & Maint	39.98
01/25/2024	78305	Fire O	BigHorn Hardware	Electrical plug	Supplies	8.99
01/25/2024	78305	Fire O	BigHorn Hardware	Wall repair supplies for around station 1 toilet	Building Repair & Maint	25.75
01/25/2024	78309	Fire O	Charter Communications	F/D Telephone	Telephone	73.10
01/25/2024	78309	Fire O	Charter Communications	F/D Internet	Utilities	73.10
01/25/2024	78310	Fire O	CIRSA	1st Qtr Property/Casulty Insurance - F/D	Insurance	13,956.78
01/25/2024	78314	Fire O	Dalila B Lopez	Cleaning Services for Fire Station I-II	Other Expenses	400.00
01/25/2024	78314	Fire O	Dalila B Lopez	Fire Station Cleaning Service	Other Expenses	200.00
01/25/2024	78317	Fire O	Galls, LLC	Firefighter Pant -Gorham	Uniform Allowance	184.51
01/25/2024	78319	Fire O	Keegan Gorham	Snell Helmet Shield (#51) Flanagan Helmet	Physical Protection Equi	250.00
01/25/2024	78321	Fire O	Lake County Treasurer	2024 E911 Authority IGA -LLCFR	E911 Fire Department S	59,000.00
01/25/2024	78325	Fire O	LN Curtis and Sons	1.75x50' Hose x8	Hose	3,000.87
01/25/2024	78327	Fire O	O'Reilly Automotive, Inc.	# Cases of TransSynd 668 Automatic Transm	Gas and Oil	173.97
01/25/2024	78327	Fire O	O'Reilly Automotive, Inc.	Weather Stripping for E1 Officer Window	Vehicle Repairs	15.99
01/25/2024	78327	Fire O	O'Reilly Automotive, Inc.	1 gall car wash x2	Equipment Repair & Mai	13.98
01/25/2024	78328	Fire O	O'Rourke Media Group, LLC	Herald Democrat Ad -Administrative Assistan	Publications	200.00
01/25/2024	78330	Fire O	Pinnacol Assurance	1 of 9 Fire Department	Insurance	7,806.25
01/25/2024	78334	Fire O	Silver City Printing	Boyle 2024 planner	Office Equipment Expen	16.76
01/29/2024	78343	Fire O	State of Colorado	Title Search/Hammer	Other Expenses	2.20
02/08/2024	78345	Fire O	Acorn Petroleum	x1 55gal DEF	Gas and Oil	233.75
02/08/2024	78345	Fire O	Acorn Petroleum	No.2 Diesel 15ppm -18.8 Gal@3.36821/g	Gas and Oil	63.32
02/08/2024	78345	Fire O	Acorn Petroleum	Surcharge, Diesel Tax, Federal Superfund	Gas and Oil	.43
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Command 1	Gas and Oil	65.54
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Command 2	Gas and Oil	82.00
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Command 3	Gas and Oil	59.21
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Engine 1	Gas and Oil	705.99
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Hammer 1	Gas and Oil	103.92
02/08/2024	78345	Fire O	Acorn Petroleum	Fuel/Truck 1	Gas and Oil	46.98
02/08/2024	78347	Fire O	BigHorn Hardware	Mirror Holder Clip x2	Supplies	5.98
02/08/2024	78347	Fire O	BigHorn Hardware	2x 40lbs bags ice melt	Supplies	22.99
02/08/2024	78347	Fire O	BigHorn Hardware	Spray Paint	Building Repair & Maint	11.99
02/08/2024	78347	Fire O	BigHorn Hardware	Trash Bags	Supplies	24.99
02/08/2024	78347	Fire O	BigHorn Hardware	2x 40lbs bags ice melt	Building Repair & Maint	39.98
02/08/2024	78347	Fire O	BigHorn Hardware	Bolts	Supplies	6.12
02/08/2024	78347	Fire O	BigHorn Hardware	Ice Melt, Snow Blower Parts	Equipment Repair & Mai	37.35
02/08/2024	78347	Fire O	BigHorn Hardware	Lime Away Cleaner	Supplies	5.99
02/08/2024	78347	Fire O	BigHorn Hardware	Washing Machine Hose / Dryer Lint Trap	Equipment Repair & Mai	41.99
02/08/2024	78347	Fire O	BigHorn Hardware	Dryer Cord	Equipment Repair & Mai	29.99
02/08/2024	78348	Fire O	Bo Knickman	Reimbursement for Travel 1/13-1/14	Travel	248.84
02/08/2024	78356	Fire O	Dalila B Lopez	Cleaning Services for Fire Station I-II	Other Expenses	400.00
02/08/2024	78357	Fire O	David McCann	Travel Reimbursement for David McCann	Travel	381.00
02/08/2024	78358	Fire O	DFPC	Written Test Snell FF II	Education & Conference	30.00
02/08/2024	78358	Fire O	DFPC	Written test Jacobi FF II	Education & Conference	30.00
02/08/2024	78358	Fire O	DFPC	Written Test for Floyed FF II	Volunteer Other	30.00
02/08/2024	78358	Fire O	DFPC	Renewals for Schmitt FF I	Education & Conference	20.00
02/08/2024	78358	Fire O	DFPC	Slutzsy DO and FF proctor cert.	Education & Conference	60.00
02/08/2024	78358	Fire O	DFPC	Written Test for Engels DO	Education & Conference	30.00
02/08/2024	78362	Fire O	ImageTrend, Inc.	Reporting System - Annual Payment	Computer Software	10,343.79
02/08/2024	78366	Fire O	Municipal Emergency Services	Nomex Class B Pants	Uniform Allowance	323.01
02/08/2024	78368	Fire O	O'Reilly Automotive, Inc.	x2 1 Gal Coolant for Engine 1	Gas and Oil	31.98
02/08/2024	78368	Fire O	O'Reilly Automotive, Inc.	Engine 1Fluids and Multimeter	Vehicle Repairs	89.96
02/08/2024	78370	Fire O	Parkville Water District	Fire Dept - 1377	Utilities	128.15

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
02/08/2024	78371	Fire O	Peak Performance Imaging Solutions	Monthly IT Support - -F/D	Computer Equipment/M	999.13
02/08/2024	78373	Fire O	Safeway, Inc.	Jan. food Stipend for 5 residents	Volunteer Other	1,029.75
02/08/2024	78377	Fire O	Verizon Wireless	F/D Cell Phones & Toughbook	Telephone	172.05
02/08/2024	78379	Fire O	Waste Management JPMC	F/D - Feb 2024 Trash Pick Up	Utilities	551.94
02/08/2024	78380	Fire O	Xcel Energy	FD/ 816 Harrison Ave	Utilities	1,093.99
Total Fire Operating Expenditures:						104,705.98
General Operating Expenditures						
01/25/2024	78302	Gener	Amazon Capital Services, Inc.	PC Monitor for + Door Sign for office - Paige	Supplies	110.18
01/25/2024	78302	Gener	Amazon Capital Services, Inc.	PC Monitor for + Door Sign for office - Paige	Supplies	110.18-
01/25/2024	78302	Gener	Amazon Capital Services, Inc.	Phone Case for Paige V	Supplies	11.69
01/25/2024	78302	Gener	Amazon Capital Services, Inc.	Phone Case for Paige V	Supplies	11.69-
01/25/2024	78305	Gener	BigHorn Hardware	Corner Brace (Gate Repair)	809 Spruce St. Mainten	7.98
01/25/2024	78305	Gener	BigHorn Hardware	Replacement door lock/Knob on mainstreet o	Tabor Home Expenses	39.99
01/25/2024	78308	Gener	Caselle	Caselle Monthly Support	Computer Equipment/M	925.00
01/25/2024	78309	Gener	Charter Communications	Tabor Home/Telephone for security system	Tabor Home Expenses	82.33
01/25/2024	78309	Gener	Charter Communications	C/H- Telephone & Internet (70%)	Telephone	239.31
01/25/2024	78310	Gener	CIRSA	1st Qtr Property/Casulty Insurance - C/H	Insurance	26,464.69
01/25/2024	78311	Gener	CivicPlus LLC	Agenda & meeting Managment + Virtual Trai	Professional Services -	3,660.00
01/25/2024	78311	Gener	CivicPlus LLC	Web Subscription + Design + migration of inf	Professional Services -	3,229.00
01/25/2024	78314	Gener	Dalila B Lopez	City Hall Cleaning services	Operating Expenses	600.00
01/25/2024	78314	Gener	Dalila B Lopez	City Hall Cleaning Service	Operating Expenses	720.00
01/25/2024	78320	Gener	Kristol Hewlett	Travel / Meals / Car rental - Caselle Training	Travel	814.29
01/25/2024	78322	Gener	Leadville Mainstreet	Funding Budgeted for Leadville Mainstreet	Main Street Prgm Expe	65,000.00
01/25/2024	78324	Gener	Liquid Logs, LLC	January Rental- 301 & 302 Harrison / 1002 H	Other Expenses	360.00
01/25/2024	78330	Gener	Pinnacol Assurance	1 of 9 City Hall	Insurance	8,224.92
01/25/2024	78331	Gener	Professional Document Solutions, Inc.	Contract overage charge 12/1/23 - 12/31/23	Xerox Copier	215.42
01/25/2024	78332	Gener	Purchase Power	Postage Machine	Postage	313.34
01/25/2024	78333	Gener	Quill Corporation	Quill+ sapphire renewal	Dues & Membership	69.99
01/25/2024	78333	Gener	Quill Corporation	Bus.card paper, markers and white board, pe	Supplies	152.56
01/25/2024	78333	Gener	Quill Corporation	Cleaning suppliys	Supplies	248.28
01/25/2024	78333	Gener	Quill Corporation	Engraved sign w/ metal base x2 Plastic sign	Supplies	78.23
01/25/2024	78333	Gener	Quill Corporation	Credit for 37/8x71/3 desktop bus. card holder	Supplies	12.22-
01/25/2024	78334	Gener	Silver City Printing	10 Quill Brand McCallum Bonded Leather Ma	Building Maintenance	2,139.90
01/25/2024	78334	Gener	Silver City Printing	15 Black Leather Chairs + 12' Conference Ta	Building Maintenance	4,351.07
01/25/2024	78336	Gener	Tabor Opera House Preservation Founda	2024 Budget Allocation	Tabor Opera House Con	140,000.00
01/25/2024	78337	Gener	Triad EAP	(62) EAP Service 1/1/24 - 3/31/24	Professional Services -	1,110.42
01/25/2024	78339	Gener	Xerox Financial Services	December 2023 AND January 2024 copier L	Xerox Copier	392.84
02/08/2024	78349	Gener	Caselle	Monthly Support - C/H	Computer Equipment/M	855.00
02/08/2024	78351	Gener	ChargePoint, Inc.	Assure Renewal - Enterprise Service Renew	EV Charging Station Pr	5,585.00
02/08/2024	78351	Gener	ChargePoint, Inc.	Replacement Parts for EV Charging Station -	EV Charging Station Pr	2,065.00
02/08/2024	78351	Gener	ChargePoint, Inc.	Assure Renewal + Enterprise Service Renew	EV Charging Station Pr	4,950.00
02/08/2024	78356	Gener	Dalila B Lopez	City Hall Cleaning Services	Operating Expenses	720.00
02/08/2024	78359	Gener	Ford Motor Credit Company LLC	301Harrison Ave. / EV Charger	EV Charging Station Util	1,797.72
02/08/2024	78359	Gener	Ford Motor Credit Company LLC	301Harrison Ave. / EV Charger	EV Charging Station Util	1,797.72-
02/08/2024	78361	Gener	Hoffmann, Parker, Wilson & Carberry, PC	Oct Legal Fees - Administration	Professional Services -	3,313.49
02/08/2024	78361	Gener	Hoffmann, Parker, Wilson & Carberry, PC	Oct. Leagal - Railyard	Professional Services -	4,089.00
02/08/2024	78363	Gener	Lake County Community Fund	2024 Contribution	Operating Contingency	20,000.00
02/08/2024	78367	Gener	Murray Dahl Beery & Renaud LLP	DEC. LEGAL-MUNI PROSICUTION	Legal Fees-Pros. Attorn	1,791.45
02/08/2024	78369	Gener	O'Rourke Media Group, LLC	September-October Expenditures	Legal Publications	85.66
02/08/2024	78369	Gener	O'Rourke Media Group, LLC	COA 109 Oak Street - Public Notice	Legal Publications	22.19
02/08/2024	78369	Gener	O'Rourke Media Group, LLC	November Expenditures	Legal Publications	40.25
02/08/2024	78370	Gener	Parkville Water District	809 Spruce St. - 1196	809 Spruce St. Utilities	71.34
02/08/2024	78370	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	1,119.66
02/08/2024	78370	Gener	Parkville Water District	809 Harrison Ave. Parklet - 1373	Parklet Utilities	75.00
02/08/2024	78370	Gener	Parkville Water District	City Hall - 1378	Utilities	79.23

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
02/08/2024	78370	Gener	Parkville Water District	Community Center-2517	Utilities	60.00
02/08/2024	78371	Gener	Peak Performance Imaging Solutions	Monthly IT Support - C/H	Computer Equipment/M	1,299.44
02/08/2024	78372	Gener	Quill Corporation	Qb Reman HP 61A BK TNR (Black Printer In	Supplies	84.52
02/08/2024	78372	Gener	Quill Corporation	Monitor Stand	Supplies	27.87
02/08/2024	78372	Gener	Quill Corporation	Office supplies	Supplies	151.69
02/08/2024	78372	Gener	Quill Corporation	19 inch Portable Desk Riser	Supplies	92.63
02/08/2024	78372	Gener	Quill Corporation	Alcove Desk riser	Supplies	142.09
02/08/2024	78372	Gener	Quill Corporation	8 Slot Bus. Card holder	Supplies	12.22
02/08/2024	78372	Gener	Quill Corporation	Office Supplies	Supplies	56.88
02/08/2024	78372	Gener	Quill Corporation	Dater Convertible Blerd	Supplies	36.87
02/08/2024	78376	Gener	TruBlu Solutions, Inc.	Tobor Home Abatement - Mobilization	Tabor Home Expenses	3,200.00
02/08/2024	78376	Gener	TruBlu Solutions, Inc.	Tabor Home Abatement - Asbestos Abateme	Tabor Home Expenses	9,528.12
02/08/2024	78377	Gener	Verizon Wireless	C/H Cell Phones	Telephone	324.77
02/08/2024	78379	Gener	Waste Management JPMC	C/H - Feb 2024 Trash Pick Up	Utilities	551.95
02/08/2024	78380	Gener	Xcel Energy	area lights Meterded/ 104 E. 8th st	Street Lighting	42.11
02/08/2024	78380	Gener	Xcel Energy	809 Harrison Ave Parklet	Parklet Utilities	401.97
02/08/2024	78380	Gener	Xcel Energy	Area Lights / 105 W 4th ST	Utilities	27.32
02/08/2024	78380	Gener	Xcel Energy	Tabor Home / 116 E5th st	Utilities	622.52
02/08/2024	78380	Gener	Xcel Energy	Area Light / 105 W 8th	Street Lighting	39.18
02/08/2024	78380	Gener	Xcel Energy	Community Center / 117 W 10th	Utilities	50.78
02/08/2024	78380	Gener	Xcel Energy	City Hall /800 Harrison St	Utilities	2,390.29
02/08/2024	78380	Gener	Xcel Energy	Area Lights / 104 E4th St	Street Lighting	38.71
02/08/2024	78380	Gener	Xcel Energy	Zaitz Park/ 610 Harrison Ave	Street Lighting	195.65
02/08/2024	78380	Gener	Xcel Energy	House with the Eye / 127 W 4th st	House with the Eye Exp	162.97
02/08/2024	78380	Gener	Xcel Energy	809 Spruce Street/Gas & Electric	809 Spruce St. Utilities	463.29
02/08/2024	78381	Gener	Xerox Financial Services	Feb 2024 Copier Lease	Xerox Copier	173.95
Total General Operating Expenditures:						324,467.40
High Country Developer Exendit						
02/08/2024	78365	High	Lasater & Martin, PC	Attorney Services	Consultant Fees	387.00
Total High Country Developer Exendit:						387.00
Police Department						
01/25/2024	78301	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	109.01
01/25/2024	78301	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	173.89
01/25/2024	78301	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	58.88
01/25/2024	78301	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	57.64
01/25/2024	78301	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	50.33
01/25/2024	78305	Police	BigHorn Hardware	Velcro	Supplies	12.99
01/25/2024	78309	Police	Charter Communications	P/D 2nd Modem	Utilities	55.31
01/25/2024	78309	Police	Charter Communications	P/D - Telephone & Internet (30%)	Telephone	102.56
01/25/2024	78313	Police	CPPA	Membership Dues	Dues & Membership	540.00
01/25/2024	78315	Police	Dependable Auto Repair	Maintenance and Battery Change on Unit 82-	Equipment Repair & Mai	403.13
01/25/2024	78316	Police	Ford Motor Credit Company LLC	Payment 36 of 60 /(3) 2020 Interseptors	Vehicle Lease Payment	2,501.65
01/25/2024	78321	Police	Lake County Treasurer	2024 E911 Authority IGA LPD	Suppl Budget Appropria	173,000.00
01/25/2024	78331	Police	Professional Document Solutions, Inc.	Contract base rate 12/1/23 - 12/31/23	Office Equipment Expen	42.90
01/25/2024	78339	Police	Xerox Financial Services	December 2023 AND January 2024 copier L	Xerox Copier Lease	392.85
02/08/2024	78345	Police	Acorn Petroleum	Fuel/ 82-11	Gas and Oil	90.25
02/08/2024	78345	Police	Acorn Petroleum	Feul/82-12	Gas and Oil	157.86
02/08/2024	78345	Police	Acorn Petroleum	Fuel/ 82-13	Gas and Oil	71.78
02/08/2024	78345	Police	Acorn Petroleum	Fuel/ 82-14	Gas and Oil	39.88
02/08/2024	78345	Police	Acorn Petroleum	Fuel/ 82-15	Gas and Oil	35.14
02/08/2024	78345	Police	Acorn Petroleum	Fuel/ 82-5	Gas and Oil	41.53
02/08/2024	78350	Police	Century Link	P/D Direct Redundancy Line	Telephone	179.29
02/08/2024	78352	Police	Charter Communications	P/D 2nd Modem	Utilities	55.31

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
02/08/2024	78353	Police	Coloardo Law Enforcement Firearms Inst	Membership Dues	Dues & Membership	25.72
02/08/2024	78355	Police	CPPA	PLEA Legal Defense Plan 2 + Past Balance	Other Expenses	351.00
02/08/2024	78359	Police	Ford Motor Credit Company LLC	Payment 38/60 (2) 2021 Interceptors	Vehicle Lease Payment	1,694.03
02/08/2024	78359	Police	Ford Motor Credit Company LLC	Payment 38/60 (2) 2021 Interceptors	Vehicle Lease Payment	1,694.03-
02/08/2024	78359	Police	Ford Motor Credit Company LLC	Payment 37 of 60/ (3) Interseptors	Vehicle Lease Payment	2,501.65
02/08/2024	78359	Police	Ford Motor Credit Company LLC	Payment 37 of 60/ (3) Interseptors	Vehicle Lease Payment	2,501.65-
02/08/2024	78369	Police	O'Rourke Media Group, LLC	Yearly Subscription 2024	Dues & Membership	40.00
02/08/2024	78371	Police	Peak Performance Imaging Solutions	Monthly IT Support - P/D	Computer Equipment/M	1,749.94
02/08/2024	78375	Police	Tri-Tech Forensics, Inc.	NAR Range Trauma Kit Hard Case	Supplies	564.91
02/08/2024	78375	Police	Tri-Tech Forensics, Inc.	Emergancy items for P/D	Supplies	496.94
02/08/2024	78377	Police	Verizon Wireless	P/D Cell Phones & Tablets	Telephone	968.95
02/08/2024	78381	Police	Xerox Financial Services	Feb 2024 Copier Lease	Xerox Copier Lease	173.95
Total Police Department:						182,543.59
SAFER Grant Expenditures						
01/25/2024	78330	SAFE	Pinnacol Assurance	1 of 9 Safer	Insurance - Workers' Co	1,182.01
Total SAFER Grant Expenditures:						1,182.01
Street Department						
01/25/2024	78301	Street	Acorn Petroleum	Fuel/2021 Mac Dump	Gas and Oil	262.99
01/25/2024	78301	Street	Acorn Petroleum	Fuel/2021 938 Loader	Gas and Oil	160.17
01/25/2024	78301	Street	Acorn Petroleum	Fuel/CAT #3 930	Gas and Oil	226.02
01/25/2024	78301	Street	Acorn Petroleum	Fuel/INT Dump #2	Gas and Oil	163.86
01/25/2024	78301	Street	Acorn Petroleum	Fuel/MAC Truck	Gas and Oil	149.44
01/25/2024	78302	Street	Amazon Capital Services, Inc.	Tail Light Assembly (2020 F250)	Vehicle Repairs	149.93
01/25/2024	78302	Street	Amazon Capital Services, Inc.	Tail Light Assembly (2020 F250)	Vehicle Repairs	149.93-
01/25/2024	78305	Street	BigHorn Hardware	30' snow shovel	Supplies	64.99
01/25/2024	78305	Street	BigHorn Hardware	Work shirts/Work boots for J.Boyden	Uniform Allowance	223.97
01/25/2024	78307	Street	Calcon Constructors	Work Vest Reimbursement	Uniform Allowance	42.96
01/25/2024	78309	Street	Charter Communications	S/D Telephone and Internet	Telephone	104.94
01/25/2024	78318	Street	John Deere Financial	Work clothing/pants/gloves for J.Boyden	Uniform Allowance	132.97
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	x1 Fuel Filter for 938 Loader	Equipment Repair & Mai	13.75
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	Core Return	Vehicle Repairs	22.00-
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	Hydraulic hose for snow plow (2020 F250	Equipment Repair & Mai	73.08
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	x4 2.5gal DEF	Equipment Repair & Mai	.66
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	x5 Windsheild wipers for x2 INT Dump Truck	Equipment Repair & Mai	95.00
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	x4 2.5gal DEF	Equipment Repair & Mai	43.96
01/25/2024	78327	Street	O'Reilly Automotive, Inc.	x1 Windsheild wipers and Fuel injector clean	Equipment Repair & Mai	100.97
01/25/2024	78333	Street	Quill Corporation	Supplies for Streets Department	Supplies	166.32
01/25/2024	78334	Street	Silver City Printing	Printer Ink for office printer and dry erase wall	Supplies	262.66
01/25/2024	78335	Street	Snap-On Credit LLC	Software Subscription	Computer Equipment/M	38.92
01/25/2024	78338	Street	Wellness Screening LLC	DOT Random Drug Screening - Clint Conter	Physicals and Tests	110.27
01/25/2024	78338	Street	Wellness Screening LLC	2024 Annual Admin Fee	Physicals and Tests	150.00
02/08/2024	78345	Street	Acorn Petroleum	Fuel/Ford PU	Gas and Oil	252.36
02/08/2024	78345	Street	Acorn Petroleum	21 938 Loader	Gas and Oil	326.45
02/08/2024	78345	Street	Acorn Petroleum	Fuel/CAT #1 928 G	Gas and Oil	169.35
02/08/2024	78345	Street	Acorn Petroleum	Fuel/CAT #3 930 K	Gas and Oil	445.22
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Grader CAT 140 H	Gas and Oil	175.30
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Grader CAT 150	Gas and Oil	496.18
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Plow Truck #1	Gas and Oil	69.02
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Plow Truck #2	Gas and Oil	168.43
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Plow Truck #3 F250	Gas and Oil	130.44
02/08/2024	78345	Street	Acorn Petroleum	Diesel Fuel	Gas and Oil	62.73
02/08/2024	78345	Street	Acorn Petroleum	Diesel Fuel	Gas and Oil	59.01
02/08/2024	78345	Street	Acorn Petroleum	Diesel Fuel	Gas and Oil	140.05

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
02/08/2024	78345	Street	Acorn Petroleum	Diesel Fuel	Gas and Oil	75.96
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ 03 Ford Pickup	Gas and Oil	501.19
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ 2021 Mac Dump	Gas and Oil	127.36
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ 2021 938 Loader	Gas and Oil	400.53
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ CAT #1 928	Gas and Oil	155.71
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ cat #3 930	Gas and Oil	256.23
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Grader Cat 150	Gas and Oil	468.54
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ INT Dump #1	Gas and Oil	171.14
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Mac Truck	Gas and Oil	375.91
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Plow Truck #2	Gas and Oil	50.72
02/08/2024	78345	Street	Acorn Petroleum	Fuel/ Plow Truck #3 F250	Gas and Oil	424.90
02/08/2024	78346	Street	Altitude Tire & Alignment	1- Advanta AV9000D tire for International Tru	Vehicle Repairs	297.56
02/08/2024	78346	Street	Altitude Tire & Alignment	4- Falken Rubitek A/T tires for patrol car	Equipment Repair & Mai	867.12
02/08/2024	78360	Street	Hardline Equipment	Cutting edges for Both U-Blades on CAT 930	Street Maintenance	13,180.00
02/08/2024	78364	Street	Lake County Treasurer	Trash Drop off December 2023	Landfill	260.00
02/08/2024	78368	Street	O'Reilly Automotive, Inc.	Def for Loaders/Trucks	Equipment Repair & Mai	43.96
02/08/2024	78370	Street	Parkville Water District	Street Department - 1033	Utilities	75.10
02/08/2024	78371	Street	Peak Performance Imaging Solutions	Monthly IT Support - S/D	Computer Equipment/M	225.24
02/08/2024	78377	Street	Verizon Wireless	S/D Cell Phones	Telephone	122.04
02/08/2024	78378	Street	Wagner Equipment Company	Hydraulic Hose for CAT 150 Grader	Equipment Repair & Mai	130.50
02/08/2024	78380	Street	Xcel Energy	Streets department	Utilities	202.70
02/08/2024	78380	Street	Xcel Energy	330 E 6th St	Utilities	1,546.07
Total Street Department:						25,018.92
URA Expenditures						
01/25/2024	78326	URA E	Michow Guckenberger McAskin LLP	LURA L. Michow Matter No:03.GC	Professional Svcs - UR	475.00
Total URA Expenditures:						475.00
Grand Totals:						648,783.97

Report Criteria:

Report type: GL detail



AGENDA ITEM #10B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 20, 2024

SUBJECT: Resolution No. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing Members of the City of Leadville Board of Adjustment

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing Members of the City of Leadville Board of Adjustment.

II. BACKGROUND INFORMATION:

The City of Leadville ("City") has received an application for a setback variance ("application"). Pursuant to Leadville Municipal Code Chapter 17.88 - Board of Adjustment, variance applications are heard by the Board of Adjustment. ("A board of adjustment is created, the purpose of the board being to provide for special exceptions to certain of the provisions of this zoning title in conformance with its general purpose and intent and the purpose and intent of this chapter." See Leadville Municipal Code Section 17.88.010.)

The City has scheduled the application for a hearing before the Board of Adjustment on March 5, 2024. Pursuant to Leadville Municipal Code Chapter 17.88 - Board of Adjustment, five of the

seven Council members form the Board of Adjustment by appointment. The last time the Board of Adjustment convened was in 2021. Therefore, the city will need to appoint five councilmembers to serve on the Board of Adjustment so that the Board can be convened on March 5, 2024 so that application can be heard on that date.

Colorado Revised Statutes (“C.R.S.”) § 31-23-307(1) provides that the governing body of a municipality shall provide for the appointment of members to the Board of Adjustment consisting of five members. The Leadville Municipal Code § 17.88.010(B) provides each member of the Board of Adjustment shall serve a four-year appointment so long as the member also remains a member of the City Council.

III. FISCAL IMPACTS:

There are no fiscal impacts of this resolution as Board of Adjustment members are not compensated for service on this Board.

IV. LEGAL ISSUES:

Colorado Revised Statutes (“C.R.S.”) § 31-23-307(1) provides that the governing body of a municipality shall provide for the appointment of members to the Board of Adjustment consisting of five members. The Leadville Municipal Code § 17.88.010(B) provides each member of the Board of Adjustment shall serve a four-year appointment so long as the member also remains a member of the City Council.

VI. STAFF RECOMMENDATION:

Staff recommends that the council identify five members of the council to serve on the Board of Adjustment and approve Resolution No. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing Members of the City of Leadville Board of Adjustment.

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. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville Appointing Members of the City of Leadville Board of Adjustment.”

IX. ATTACHMENTS:

1. Resolution No. 13, Series of 2024 - A Resolution of the City Council of the City of Leadville

Appointing Members of the City of Leadville Board of Adjustment

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 13
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
APPOINTING MEMBERS OF THE CITY OF LEADVILLE BOARD OF ADJUSTMENT**

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 31-23-307(1) provides that the governing body of a municipality shall provide for the appointment of members to the Board of Adjustment consisting of five members;

WHEREAS, Leadville Municipal Code § 17.88.010(B) provides each member of the Board of Adjustment shall serve a four-year appointment so long as the member also remains a member of the City Council; and

WHEREAS, the City Council of the City of Leadville now desires to appoint a Board of Adjustment to serve such terms.

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

Section 1. The City Council of the City of Leadville hereby appoints the following Councilmembers to the City of Leadville Board of Adjustment:

- 1.
- 2.
- 3.
- 4.
- 5.

This Resolution shall be effective upon its adoption.

**ADOPTED this 20th day of February, 2024 by a vote of ___ in favor, ___ against,
___ abstaining, and ___ absent.**

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

CITY OF LEADVILLE, COLORADO
RESOLUTION 14
Series of 2024

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

WHEREAS, the annual budget for the City of Leadville, Colorado, for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been approved by the City Council; and

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

WHEREAS, it has become apparent that certain adjustments are necessary to reflect unanticipated expenditures and revenues which have occurred during the 2023 budget year; and

WHEREAS, due primarily to creating a street paving fund and the purchase of capital assets in the General Fund; and

WHEREAS, due primarily to unanticipated expenditures for wildland fire deployments and the purchase capital assets in the Fire Fund.

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

Section 1. The City Council hereby approves the following supplemental appropriations from the General Fund for Fiscal Year 2023 for the purposes stated:

City Hall Operating Expenditures	\$900,000
Planning Operating Expenditures	\$40,000
City Treasurer Operating Expenditures	\$15,000

That the 2023 appropriations for the General Fund expenditures is hereby increased from \$5,830,528 to \$6,785,528

Section 2. The City Council hereby approves the following supplemental appropriations from the Fire Department Fund for Fiscal Year 2023 for the purposes stated:

Wildfire Operating Expenditures	\$200,000
Fire Capital and Training Expenditures	\$55,000
Wildfire Operating Revenue	\$207,000
Fire Capital and Training Revenue	\$25,800

That the 2023 appropriation for the Fire Operations Fund expenditures is hereby increased from \$2,144,084 to \$2,399,084.

That the 2023 appropriation for the Wildfire Operating and Fire Capital and Training revenue is hereby increased from \$309,892 to \$542,692.

Section 3. The supplementary budget is hereby approved and adopted and shall be signed by the Mayor and made a part of the public records of the City of Leadville.

ADOPTED by a vote of ___ in favor, ___ against, ___ abstaining, this 20th day of February 2024.

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Dana Greene, Mayor

Deputy City Clerk



AGENDA ITEM #10D

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 20, 2024

SUBJECT: Resolution No. 15 Series of 2024 - A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTIONS
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Before the City Council is Resolution No. 15, Series of 2024 - A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project and Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project.

II. BACKGROUND INFORMATION:

Regarding the Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project, the City will be issuing an invitation for bids (“IFB”) for the construction work for Phase 3 of the Tabor Opera House Rehabilitation of exterior envelope project (the “Project”) and has need of professional services to assist in the bid process and administration of the construction contract for the Project, once awarded. Hoehn Architects, P.C. (“Contractor”) created architectural plans for the Project, has experience with historic preservation requirements, previously provided bidding and construction administration services for Phase 1 and 2 of the Project, and therefore has specialized knowledge and expertise regarding the Project and is qualified to perform the Services. Therefore, the City desires to enter into an agreement for professional services (“Agreement”) with Contractor so Contractor may perform the Services, which are more particularly described in Exhibit A to the Agreement.

With regard to Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project, the Tabor Opera House (“TOH”) is owned by the City and is listed as a contributing building in the Leadville National Historic Landmark District as noted on the National Register of Historic Places and as a National Treasure by the National Trust for Historic Preservation. The Foundation leases and occupies the TOH pursuant to a Lease Agreement by and between the City and the Foundation dated June 30, 2017.

The Foundation also operates the TOH pursuant to a Theater Operating Agreement by and between the City and the Foundation dated May 10, 2017 (“Operating Agreement”). Section 3 of the Operating Agreement permits the Foundation to manage and oversee renovation efforts to benefit the TOH and to manage and administer grants and other funding sources for the operation, maintenance and renovation of the TOH. Section 4 of the Operating Agreement permits the Parties to contract to allow the Foundation to administer grants awarded to the City to benefit the TOH.

The City has secured grant funding for a significant portion of Phase 3 of the Project. The Foundation desires to contribute additional funding toward the completion of the Project. Hoehn Architects, P.C. is providing bidding and construction administration services to the City for the Project. The City will also contract with construction contractor for the construction work for the Project (“Construction Contractor”). The Foundation desires to assume responsibility for payment of invoices from Hoehn Architects, P.C. and the Construction Contractor (together, the “Contractors”) related to services and work completed for the Project so the Foundation will be eligible to receive historic preservation, rehabilitation and other state tax credits. The Parties desire to establish a process for payment of the Contractors subject to the terms of this Agreement and set forth the financial contributions of each Party for the Project.

III. FISCAL IMPACTS:

The Agreement with Hoehn Architects, P.C. is not to exceed \$62,500.00. There is no fiscal impact

of the Payment Management Agreement.

IV. LEGAL ISSUES:

The City has the authority to enter into contracts for any lawful municipal purpose pursuant to Colorado Revised Statutes (“C.R.S.”) § 31-15-101. The City’s Purchasing Policy exempts professional services and services indispensable to the City for which there is only one source practically or reasonably available that meets all requirements of the City from the City’s competitive procurement process.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 15, Series of 2024 - A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project and Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project.

VII. COUNCIL OPTIONS:

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

VIII. PROPOSED MOTION:

“I move to approve Resolution No. 15, Series of 2024 - A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project and Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project.”

IX. ATTACHMENTS:

1. Resolution No. 15, Series of 2024 - A Resolution Approving an Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project
2. Agreement for Professional Services with Hoehn Architects, P.C. for Bidding and Construction Administration Services for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

3. Resolution No. 16, Series of 2024 - A Resolution Approving a Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project
4. Payment Management Agreement with the Tabor Opera House Preservation Foundation for Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 15
SERIES OF 2024**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH HOEHN ARCHITECTS, P.C. FOR BIDDING AND CONSTRUCTION
ADMINISTRATION SERVICES
FOR PHASE 3 OF THE TABOR OPERA HOUSE REHABILITATION OF EXTERIOR
ENVELOPE PROJECT**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to Colorado Revised Statutes (“C.R.S.”) § 31-15-101; and

WHEREAS, the City’s Purchasing Policy exempts professional services and services indispensable to the City for which there is only one source practically or reasonably available that meets all requirements of the City from the City’s competitive procurement process; and

WHEREAS, the City will be issuing an invitation for bids (“IFB”) for the construction work for Phase 3 of the Tabor Opera House Rehabilitation of exterior envelope project (the “Project”) and has need of professional services to assist in the bid process and administration of the construction contract for the Project, once awarded (“Services”); and

WHEREAS, Hoehn Architects, P.C. (“Contractor”) created architectural plans for the Project, has experience with historic preservation requirements, previously provided bidding and construction administration services for Phase 1 and 2 of the Project, and therefore has specialized knowledge and expertise regarding the Project and is qualified to perform the Services; and

WHEREAS, the City desires to enter into an agreement for professional services (“Agreement”) with Contractor so Contractor may perform the Services, which are more particularly described in the Agreement attached as Exhibit 1; and

WHEREAS, the City Council desires to approve the Agreement with Contractor subject to the terms and conditions set forth in the Agreement.

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

Section 1. **Contract Approval.** The Leadville City Council hereby: (a) approves the Agreement in substantially the form attached as Exhibit 1 for an amount not to exceed Sixty Two Thousand Five Hundred Dollars and No Cents (\$62,500.00) (“Not-to-Exceed Amount”); (b) authorizes the City Administrator, in consultation with the City Attorney, to make such changes as may be necessary that do not materially increase the obligations of the City; and (c) authorizes the City Administrator to execute the Agreement on behalf of the City when in final form.

Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**ADOPTED this 20th day of February 2024 by a vote of _ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

(see attached document)

City of Leadville, Colorado

AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Bidding and Construction Administration

(Tabor Opera House Rehabilitation of Exterior Envelope - Phase 3)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and Hoehn Architects, P.C., a Colorado corporation with offices at 3723 Summit Lane, Evergreen, Colorado 80439 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

- A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A, attached and incorporated into this Agreement by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.
- B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided in this Agreement or as otherwise provided in writing by the City, no agent,

employee, or representative of the City is authorized to modify any term of this Agreement.

- C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by this Agreement.
- D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Administrator, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

- A. Term. This Agreement shall commence upon the full execution of this Agreement (the "Effective Date") and, subject to the City's annual appropriation of funds, shall continue until January 11, 2026, or until terminated as provided by this Agreement ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.
- B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:
 - 1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and
 - 2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and
 - 3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and

Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

- C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- D. Suspension of Services. The City may suspend the Contractor’s performance of the Services at the City’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.
- E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

- A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services shall be the City Administrator or his or her designee ("City Representative"). The City designates the Executive Director or, in the alternative a designated contractor of the Tabor Opera House Foundation, as the City Representative. The City Representative shall act as the City's primary point of contact with the Contractor.
- B. Contractor Representative. The Contractor representative under this Agreement shall be Kristine Hoehn, Principal ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.
- C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

- A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections, and subject to the City's annual appropriation of funds, the compensation to be paid shall not exceed Sixty Two Thousand Five Hundred Dollars and No Cents (\$62,500.00) ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

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

If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount.

- B. Receipts. The City may require the Contractor to furnish, at no additional charge, releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- C. Invoices. Contractor understands and agrees that the Tabor Opera House Preservation Foundation, Inc. ("Foundation") is providing payment management services to the City for the Tabor Opera House Rehabilitation of Exterior Envelope - Phase 3. Unless the Parties agree otherwise in writing, Contractor agrees to submit all invoices for Services provided under this Agreement to the Foundation and understands and agrees that the Foundation will remit to Contractor the payments for such invoices.
- D. Reimbursable Expenses.
1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.
 2. If the Agreement is not for lump-sum compensation, the following shall be without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:
 - None
 - Vehicle Mileage (billed at the State Historic Fund rate)
 - Printing and Photocopying Related to the Services (billed at actual cost) Long Distance Telephone Charges Related to the Services
 - Postage and Delivery Services
 3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.
- E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

- A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described in this Agreement and has all requisite corporate authority and professional licenses in good standing required by law.
- B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in Exhibit A; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

- A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.
- B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided in this Agreement.

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

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

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

VII. INSURANCE

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

The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

The Contractor shall secure and maintain the following ("Required Insurance"):

Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons if and as required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

Comprehensive General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and of two million dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an 'occurrence' basis as opposed to a 'claims made' basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

Comprehensive Automobile Liability insurance with a minimum limit for bodily injury of two hundred and fifty thousand Dollars (\$250,000.00) per person and of five hundred thousand dollars (\$500,000.00) per accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include nonownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

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

- B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

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

VIII. INDEMNIFICATION

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

IX. REMEDIES

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

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
 2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
 3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
 4. Terminate this Agreement in accordance with this Agreement.
- B. The City agrees that any claim, demand, or lawsuit arising out of this Agreement or its performance brought by the City shall be directed or asserted against Hoehn Architects, P.C., a Colorado corporation, and not against any of Contractor's employees, officers, directors or owners.
- C. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

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

reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

- C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Leadville upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.
- D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XI. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning its provisions shall be brought in Lake County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first-class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Leadville Attn: City Administrator 800 Harrison Avenue Leadville, Colorado 80461	Hoehn Architects, P.C. Attn: Kristine Hoehn P.O. Box 3250 Evergreen, Colorado 80437
With Copy to: Leadville City Attorney Hilary M. Graham, Esq. Hoffmann, Parker, Wilson & Carberry, P.C. 511 16th Street, Suite 610 Denver, Colorado 80202	With Copy to:

- E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.
- G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-10 I, et seq., as amended (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.
- J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this

Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

- K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.
- M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.
- O. Attorney's Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.
- P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) (Annual Appropriation), (N) (Release of Information) (O) (Attorney's Fees), and (Q) Agreement Controls shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this

Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

- S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73- 101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.
- T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Contractor and bind their respective entities.
- U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3, of the Colorado Revised Statutes.
- V. Grant Requirements. This Agreement is subject to certain requirements of the State Historical Fund (“SHF”), which are set forth in Exhibit C attached to this Agreement.

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Deputy City Clerk: _____

Leadville PSA (Hoehn Architects, P.C.)

Project/Services Name: Bidding and Construction Administration (TOH - Phase 3)

CONTRACTOR: Hoehn Architects, P.C., a Colorado corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by _____ as _____ of _____.

My commission expires: _____

EXHIBIT A

SCOPE OF SERVICES

Repackage drawings and project manual for bidding the masonry, windows, and other work items specified in the scope of work for the west elevation.

2. Assist the City and Foundation in distributing documents to History Colorado for tax credit eligibility. Assist with responding to review questions.
3. Provide required deliverables to the State Historical Fund (“SHF”) for Project No. 23-02-048 and Department of Local Affairs (“DOLA”) EIAF-09740.
4. Assist the City and Foundation in preparing an Invitation For Bids (IFB).
5. Distribute bid documents to qualified contractors; conduct a pre-bid meeting on site.
6. Assist the City and Foundation in evaluating the bids.
7. Conduct on-site pre-construction meeting with successful Contractor, City, Foundation, and SHF.
8. Visit site periodically to check on progress, review required mock-ups, and answer questions. A two-season construction duration is assumed (April/May 2024 – October/November 2024 and April/May 2025 – October/November 2025) with site visits typically conducted every two (2) weeks.
9. Review and distribute shop drawing submittals, respond to Requests for Information, and address unforeseen conditions.
10. Prepare field/progress reports for distribution to DOLA, SHF, City, and Foundation, typically prepared following every site visit and including both a written narrative and photos of the current construction.
11. Review the construction contractor’s Applications for Payment, which are typically submitted at the end of each month.
12. Conduct site visit/walk-through with City, SHF, and Foundation for development of a punch list and issuance of a Certificate of Substantial Completion.
13. Conduct final site visit for confirmation of final completion.

EXHIBIT B

COMPENSATION

Hoehn Architects PC

Project Manager: \$95 per hour

Project Architect: \$95 per hour

Administrative: \$95 per hour

EXHIBIT C

CONTRACTOR/CONSULTANT STATE HISTORIC FUND (“SHF”) CONTRACT CERTIFICATION

1. The start and end dates of this contract are within the SHF project start and end dates, and work has not been, and will not be, done outside of the SHF start and end dates.
2. An LOA/MOU between the Grant Recipient (Tabor Opera House Preservation Foundation) and the City will be prepared and submitted to the SHF Preservation Specialist.
3. The contract is signed by both parties.
4. The contract is for work included in the SHF Scope of Work, which is Exhibit A of the SHF agreement.
5. The amount of the contract is not more than the amount shown for this contractor’s work in the SHF Project Budget, which is Exhibit B of the SHF agreement and the DOLA EIAF Project Budget, which is Exhibit B of the DOLA agreement for a combined total.

The amount of the contractor’s contract in the SHF agreement is \$30,000.00.

The total amount from the SHF Project Budget that is budgeted for this specific contractor’s work is \$30,000.00.

A total of \$62,500.00 is budgeted for this specific contractor’s work for the scope of work described in the SHF and DOLA grant agreements.

6. The contract includes a statement that the work will meet the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation.
7. The contract amount reflects the professional services fee for construction management that was included in the SHF Grant Application, Scope of Work and Budget.
8. In addition to the City of Leadville, the Grant Recipient and History Colorado retain all rights to use the materials that are produced with this project.
9. The contract includes General Liability and Automobile Liability insurance coverage held by the contractor for damages and/or loss. The Contractor does not carry Worker’s Compensation Insurance because it is not required by law (the Contractor has no employees).

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 16
SERIES OF 2024**

**A RESOLUTION APPROVING A PAYMENT MANAGEMENT AGREEMENT WITH THE
TABOR OPERA HOUSE PRESERVATION FOUNDATION FOR PHASE 3 OF THE TABOR
OPERA HOUSE REHABILITATION OF EXTERIOR ENVELOPE PROJECT**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the City has secured grant funding from the Department of Local Affairs for a significant portion of Phase 3 of the rehabilitation of the exterior envelope of the City’s historic Tabor Opera House (“Project”); and

WHEREAS, the Tabor Opera House Preservation Foundation (“Foundation”) leases the Tabor Opera House from the City and maintains and operates the Tabor Opera House pursuant to that certain theater operating agreement dated May 10, 2017 between the City and the Foundation (“Operating Agreement”); and

WHEREAS, Section 3 of the Operating Agreement permits the Foundation to manage and oversee renovation efforts to benefit the Tabor Opera House and to manage and administer grants and other funding sources for the operation, maintenance and renovation of the Tabor Opera House; and

WHEREAS, Section 4 of the Operating Agreement permits the parties to contract to allow the Foundation to administer grants awarded to the City to benefit the Tabor Opera House; and

WHEREAS, the Foundation is a non-profit corporation that is eligible for historic preservation income tax credits and has agreed to contribute funds toward the Project; and

WHEREAS, the City and the Foundation desire for the Foundation administer and manage the payment of all contractors completing services or other work related to the Project; and

WHEREAS, the City Council therefore desires to approve a Payment Management Agreement with the Foundation in substantially the form attached as Exhibit 1.

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

Section 1. Contract Approval. The Leadville City Council hereby: (a) approves the Payment Management Agreement (“Agreement”) in substantially the form attached as Exhibit 1; (b) authorizes the City Attorney to make such changes to the Agreement as may be necessary that do not materially increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City when in final form.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

**ADOPTED this 20th day of February 2024 by a vote of _ in favor, ____ against,
_____ abstaining, and ____ absent.**

CITY OF LEADVILLE, COLORADO:

Dana Greene, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1

PAYMENT MANAGEMENT AGREEMENT

(see attached document)

PAYMENT MANAGEMENT AGREEMENT

Project: Tabor Opera House Rehabilitation of Exterior Envelope - Phase 3

THIS PAYMENT MANAGEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with an address of 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and the Tabor Opera House Preservation Foundation, Inc., a Colorado non-profit corporation whose address is 308 Harrison Avenue, Leadville, CO 80461 (“Foundation”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Tabor Opera House (“TOH”), located in Leadville, Colorado, is owned by the City and is listed as a contributing building in the Leadville National Historic Landmark District as noted on the National Register of Historic Places and as a National Treasure by the National Trust for Historic Preservation; and

WHEREAS, the Foundation leases and occupies the TOH pursuant to a Lease Agreement by and between the City and the Foundation dated June 30, 2017; and

WHEREAS, the Foundation also operates the TOH pursuant to a Theater Operating Agreement by and between the City and the Foundation dated May 10, 2017 (“Operating Agreement”); and

WHEREAS, Section 3 of the Operating Agreement permits the Foundation to manage and oversee renovation efforts to benefit the TOH and to manage and administer grants and other funding sources for the operation, maintenance and renovation of the TOH; and

WHEREAS, Section 4 of the Operating Agreement permits the Parties to contract to allow the Foundation to administer grants awarded to the City to benefit the TOH; and

WHEREAS, the City has secured grant funding for a significant portion of Phase 3 of the rehabilitation of the exterior envelope of the TOH (“Project”); and

WHEREAS, the Foundation desires to contribute additional funding toward the completion of the Project; and

WHEREAS, Hoehn Architects, P.C. is providing bidding and construction administration services to the City for the Project; and

WHEREAS, the City will also contract with construction contractor for the construction work for the Project (“Construction Contractor”); and

WHEREAS, the Foundation desires to assume responsibility for payment of invoices from Hoehn Architects, P.C. and the Construction Contractor (together, the “Contractors”) related to services and work completed for the Project so the Foundation will be eligible to receive historic preservation, rehabilitation and other state tax credits; and

WHEREAS, the Parties desire to establish a process for payment of the Contractors subject to the terms of this Agreement and set forth the financial contributions of each Party for the Project.

The Parties therefore agree as follows:

I. RECITALS INCORPORATED

The foregoing recitals are incorporated into the Agreement.

II. EFFECTIVE DATE AND TERMINATION

The Agreement shall be effective upon the date of its mutual execution by the Parties. The Agreement shall terminate upon completion of the final payments by the Foundation to Contractors for the Project.

III. PAYMENT MANAGEMENT

A. Foundation Responsibilities. The Foundation agrees to accept all applications for payment from the Construction Contractor and invoices from Hoehn Architects, P.C. related to the Project. The Foundation will invoice the City for the amounts in the applications for payment and invoices received from the Contractors that are eligible for payment by the City. The Foundation shall send such invoice to the City within five (5) business days of receipt of an approved pay application or invoice from a Contractor. Such invoice shall reflect the amounts required to pay the Contractors only and no additional amounts. Following payment to the Foundation from the City pursuant to such invoices, the Foundation will promptly pay the Contractors. The Foundation shall not cause any delays in payment such that the Contractors fail to receive payment in substantial accordance with the payment terms set forth in the Contractors' contracts with the City; however, the Foundation shall not have any obligation to make such payments to the Contractors prior to receipt of payments from the City.

B. City Responsibilities. The City agrees to pay invoices from the Foundation within ten (10) business days of receipt of an invoice from the Foundation. The City shall not pay the Foundation any amounts in addition to the payments required and approved to pay the Contractors for their services or work. The total amount paid by the City to the Foundation under this Agreement shall not exceed the City Contribution, as defined below.

IV. FINANCIAL CONTRIBUTIONS

A. City Contribution. The City shall contribute an amount not to exceed Five Hundred Eighty Thousand and Three Hundred Twelve Dollars and No Cents (\$580,312.00) toward the Project ("City Contribution"). The City Contribution is funded by Grant No. EIAF-09740 in the amount of \$580,312.00 awarded to the City from the Colorado Department of Local Affairs ("DOLA"). Any additional City expenditures requested for the Project must be authorized in accordance with the City's Purchasing Policy and are subject to annual appropriation.

B. Foundation Contribution. The Foundation shall contribute an amount not to exceed Five Hundred Eighty Thousand and Three Hundred Twelve Dollars and No Cents (\$580,312.00) toward the Project (“Foundation Contribution”). The Foundation Contribution is funded by the Colorado State Historical Fund in the amount of \$250,000.00, and by the Foundation in the amount of \$330,312.00.

V. INSURANCE

The Foundation shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Foundation to be sufficient to meet or exceed the Foundation's minimum statutory and legal obligations arising under this Agreement, if any.

VI. INDEMNIFICATION

A. By Foundation. Foundation agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorneys' fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other direct loss of any kind whatsoever, which result from the Foundation’s performance of this Agreement if such injury, loss, or damage is caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Foundation, or any officer, employee, representative, or agent of Foundation, or which result from a worker’s compensation claim of any employee of Foundation.

B. By the City. To the extent permitted by law, the City agrees to hold harmless Foundation and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorneys’ fees, on account of the City’s breach of its payment obligations under this Agreement.

VII. MISCELLANEOUS

A. Independent Contractor. Foundation understands and agrees that the Foundation shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. Foundation acknowledges that its personnel performing under this Agreement are not on the City’s payroll or social security or tax withholding rolls. Notwithstanding any other provision of this Agreement, all personnel assigned by Foundation to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Foundation for all purposes. Foundation shall make no representation that it is an employee of City for any purposes. The Foundation shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any of its personnel providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Foundation, as well as all direct legal costs including reasonable attorney’s fees

incurred by the City in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

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

C. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning its provisions shall be brought in Lake County, Colorado.

D. Integration and Modification. This Agreement constitutes the entire agreement between the Parties regarding the subject of this Agreement, superseding all prior oral or written communications regarding the subject of this Agreement. This Agreement may only be modified or amended upon written agreement signed by the Parties.

E. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties, shall be assigned by either Party without the written consent of the other.

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

If to the City:	If Foundation:
City of Leadville Attn: City Administrator 800 Harrison Ave. Leadville, Colorado 80461	Tabor Opera House Preservation Foundation, Inc. Attn: Sarah Dae Delozier P.O. Box 1004 Leadville, Colorado 80461 execdirector@taboroperahouse.net
With Copy to: Hoffmann Parker Wilson & Carberry, P.C. 511 Sixteenth Street, Suite 610 Denver, Colorado 80202	With Copy to:

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties, shall be assigned by either Party without the written consent of the other.

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

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

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

L. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. The Parties agree that should the City not appropriate funds to cover payments owed to Contractors under their respective contracts with the City, Foundation shall have no obligation to make such payments on behalf of the City unless or until it receives payment from the City.

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

O. Governmental Immunity. The City, its officers, and its employees, are relying on, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity

Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

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

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

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

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Deputy City Clerk: _____

TABOR OPERA HOUSE PRESERVATION FOUNDATION

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2024, by _____, as
_____ of _____.

My commission expires: _____

FEBRUARY 2024

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

MARCH 2024

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

APRIL 2024

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