



CITY OF LEADVILLE

800 HARRISON AVE.
LEADVILLE, CO 80461

REGULAR COUNCIL MEETING AGENDA

February 6, 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

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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 December 19, 2023
6:15 pm	8.	Presentations and Discussions:
		A. City Administrator's Report
		B. Discussion Regarding City Holidays for 2024
7:00 pm	9.	Action Items:
		A. Resolution No. 10, Series of 2024 - A Resolution Authorizing the City of Leadville to Purchase One Type VI Fire Engine for the Leadville Lake County Fire-Rescue
		B. Resolution No. 11, Series of 2024 - A Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives
		C. Ordinance No. 1, Series of 2024 - An Ordinance of the City Council of the City of Leadville Amending Chapter 5.04 of Title 5 of the Leadville Municipal Code, Regulating the Rental, Leasing, or Guiding of Off-Highway Vehicles (first reading)
8:00 pm	10.	Public Comments
	11.	Mayor's Report
	12.	Council Reports
	13.	Public Meetings Planner
8:30 pm	14.	Adjournment

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



**REGULAR COUNCIL
MEETING MINUTES**

**Tuesday,
December 19, 2023**

6:00 P.M.

Council Chambers & Zoom

1. **Call to order** of regular council meeting at 6:00 p.m.
2. **Roll call:**
 - a. **Present:** CM Thomas, CM Grant, CM Luna-Leal, MPT Greene, CM Hill, Mayor Labbe, and CM Lauritzen
 - b. **Absent:**

Staff Members Present: City Administrator Laurie Simonson, Administrative Assistant Lori Tye, Administrative Assistant Andrew Cummins, Finance Director , Planning Director chapin LaChance,
3. **Optional Pledge of Allegiance or Moment of Silence**
4. **Approval of the agenda:** CM Grant **moved** to approve the agenda, and CM Hill **seconded**. All present were in favor.
Agenda Revisions: None
5. **Housekeeping Matters:**
 - a. CM Grant said thank you for the City Party
 - b. CM Thomas wanted to acknowledge Staff Member Tye and The City for supporting the St. George Grant
 - c. Mayor Labbe clarified there will be no meeting on the 2nd of January and appointments and swearing in of the new Council Members and Mayor will be on the 9th of January.
6. **Public comments for items not on the agenda:**
 - a. Steve Prestash urged council to read a news article from the Denver Post regarding a proposed law in Vermont that would bar commercial corporations from owning single family homes.
7. **Consent Agenda:** CM Luna-Leal recused himself from this vote due to a conflict of interest regarding C4, who is his employer.

CM Lauritzen moved to approve the consent agenda, **CM Thomas seconded. All present were in favor.**

- a. Minutes of December 5th, 2023
- b. Resolution No. 29, Series of 2023: A Resolution Authorizing a Financial Contribution to the Lake County Early Care and Education Fund
- c. Resolution No. 30, Series of 2023: A Resolution Authorizing a Financial Contribution to the Chaffee Housing Trust
- d. D. Resolution No. 31, Series of 2023: A Resolution Authorizing a Financial Contribution to the Cloud City Conservation Center (C4)
- e. Resolution No. 32, Series of 2023: A Resolution Authorizing a Financial Contribution to the Lake County Community Fund
- f. Resolution No. 33, Series of 2023: A Resolution Appointing Three New Board Members to the Leadville Housing Authority

8. Presentations and Discussions:

- a. **Award's Presentation by the Mayor**

9. Department Reports:

- a. **City Administrator's Report:** City Administrator Laurie Simonson updated the council on the following items
 - i. A new admin Assistant Andrew Cummins joined City Hall staff
 - ii. Mr. Prestashe's Denver Post article will be emailed to council
 - iii. The Central Mountain Regional Emergency Response Advisory Council awarded Chief Steve Boyle the Public Safety Official of the Year award.
 - iv. Mayor Labbe and Finance Director Hewlett met with the Mr.Parsons from the Colorado Trust
 1. Leadville was one of the first clients of the Colorado Trust back in 1986
 2. the City could get a better return on money in operating accounts
 3. Mr.Parsons will join the Jan 16th meeting to speak about a resolution to rejoin the Colorado Trust
 - v. Completed the National Cyber Security Review with Mr.Rabinowitz
 - vi. January 23rd the City Attorneys will join the Work Session for training new city council members
 - vii. The temporary Moratorium on off-highway vehicles will expire on January 18th

- viii. January 9th meeting will be mostly ceremonial
- ix. The city website will be updated using the company Civic Plus

Department heads gave their monthly reports.

10. Action Items:

a. A. Public Hearing for 821 Harrison Rezoning Request 7:32pm

- i. Staff gave presentation (for more information please refer to council packet)
- ii. The applicant made several points for why his property should be allowed to have a short-term rental license (for more information please refer to council packet)
- iii. Public comments Debbie Lopez spoke in favor of Applicant
- iv. Public comment Colin M. spoke in favor of Applicant
- v. Public comment Mr.Prestash spoke in favor of applicant
- vi. Public comment (over Zoom) Mrs and Mr. Stites spoke in favor of applicant
- vii. Public comment (over Zoom) Heather Lindh spoke in favor of applicant
- viii. Public comment (over Zoom) Matt Graham spoke in favor of Applicant
- ix. Public comment (over Zoom) Ben spoke in favor of applicant
- x. City Council Motioned in favor of applicant

b. Resolution No. 34, Series of 2023: A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Heart, Cancer, and Behavioral Health Benefits Trust and Taking Other Actions in Connection Therewith

CM Grant **moved** to approve Resolution No. 34, Series of 2023: A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Heart, Cancer, and Behavioral Health Benefits Trust and Taking Other Actions in Connection Therewith; CM Thomas **seconded**.

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

c. Resolution No. 35, Series of 2023: A Resolution of the City Council of the City of Leadville Adopting the 2024 Annual Budget for the City and Appropriating Monies for Implementation of the Budget for the Calendar Year Beginning on the First Day of January 2024, and Ending on the Last Day of December 2024

CM Hill **moved** to approve; Resolution No. 35, Series of 2023: A Resolution of the City Council of the City of Leadville Adopting the 2024 Annual Budget for the City and Appropriating Monies for Implementation of the Budget for the Calendar Year Beginning on the First Day of January 2024, and Ending on the Last Day of December 2024 CM Luna-Leal **seconded**.

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

d. Resolution No. 36, Series of 2023: A Resolution Certifying and Levying the Mill Levy of the City of Leadville for 2023 to Defray the Costs of Government for the City of Leadville for the 2024 Budget Year

CM Hill **moved** to approve; Resolution No. 36, Series of 2023: A Resolution Certifying and Levying the Mill Levy of the City of Leadville for 2023 to Defray the Costs of Government for the City of Leadville for the 2024 Budget Year CM Greene **seconded**.

	YES	NO	Abstain	Absent
CM Lauritzen	x			
CM Luna-Leal	x			

MPT Greene	x			
Mayor Labbe	x			
CM Grant	x			
CM Thomas	x			
CM Hill	x			

11. Public Comments:

- a. Mr. Prestash give a reading of poem he wrote in college, dedicated to all the people who voted in the last election.

12. Mayor’s Report:

- a. Mayor Labbe’s last city council meeting

13. Council Reports:

- a. CM Luna-leal reminded the council of the regional housing authority meeting, and informed council members of the purpose of the Regional Housing Authority
- b. MPT Greene was able to tour a sight for a gold and silver reclamation project
 - i. Project may interrupt recreation pathways
 - ii. This project seems to have received proper environmental permits

14. Public Meetings Planner:

- a. No city council meeting on the 2nd of January
- b. Fire Safety meeting on the 5th of January

Adjournment: 9:32 p.m.

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

CITY OF LEADVILLE, COLORADO

ATTEST:

By

Deputy City Clerk



AGENDA ITEM #8B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 6, 2024

SUBJECT: Discussion Regarding City Holidays

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 DISCUSSION
-

I. **REQUEST OR ISSUE:**

The issue for consideration is a discussion regarding the current number of paid city holidays for city staff other than the Fire Department (“holidays”) and whether the city should change the number of those holidays. (The Leadville Lake County Fire Department’s holidays are governed by the Union Contract between the City and the Leadville Union Paid Firefighters, International Association of Firefighters, Local 869. The Fire Department currently has 11 paid holidays. See Attachment 1. The city has already negotiated the Union Contract with the Leadville Union Paid Firefighters for 2024 and so this discussion does not include the Fire Department’s holidays.)

Staff does not recommend decreasing the number of holidays but would like to have the council discuss the current number of holidays and whether the city should increase the number of holidays going forward.

II. **BACKGROUND INFORMATION:**

The city currently observes ten holidays for city employees. (See attachment 1.) The city observes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

For 2024, Lake County observes the following holidays:

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. Day after Independence Day
9. Labor Day
10. Frances Xavier Cabrini Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Eve Day
15. Christmas Day

For 2024, the state of Colorado observes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Frances Xavier Cabrini Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

For 2024, the federal government observes the following holidays:

1. New Year's Day
2. Birthday of Martin Luther King, Jr. (Martin Luther King, Jr. Day)
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Juneteenth National Independence Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

Holidays that the city could consider adding are as follows:

1. Cesar Chavez Day (observed April 1, 2024)
2. Juneteenth (June 19)
3. Frances Xavier Cabrini Day (October 7)
4. Christmas Eve.

III. FISCAL IMPACTS:

The city's employee handbook at Section V – City Holidays states that city employees who work a city holiday will be paid time and a half for that holiday or will take one and one-half days off with pay within 90 days.

Holiday Make-up: A full-time employee who is required to work on an observed holiday will take one and one-half (1 1/2) days off with pay within ninety (90) days of the holiday. If the department cannot schedule the employee's holiday within ninety (90) days, the employee will be paid one and one-half (1 1/2) times his/her hourly rate for that holiday.

Should the city increase the number of holidays, this would increase the city's salary costs because at least two Police Officers would need to cover the holiday (two twelve-hour shifts) and it's always possible that the Streets Department would need to work to plow the streets as was needed for example over the recent snowstorm that occurred on Martin Luther King, Jr. Day. Additionally, the Animal Shelter does work several hours each holiday to feed and care for the shelter animals.

So, the additional cost would be the additional half time per hour for each of these hours worked. The exact cost would depend on the number of hours worked but, for reference, the total additional cost to the city could range from approximately \$670.00 (if the Police Department had two officers and one Community Service Officer work and the Animal Shelter had one employee work a half day) to \$1,465 per holiday (if

the Streets Department worked in addition to the Police Department and the Animal Shelter).

IV. LEGAL ISSUES:

Local government employers are not required by federal or state law to give employees paid holidays or to pay a premium when employees must work on what would otherwise be a holiday. Local governments may adopt a policy of paying some sort of bonus for working a holiday shift if they wish to do so, but the Federal Labor Standards Act does not mandate anything with respect to holidays other than that the employer pay straight time for the first 40 hours worked in a given workweek and overtime for hours in excess of 40. In other words, legally, holidays do not have to be treated any differently than any other work day.

VI. COUNCIL OPTIONS:

Council may provide direction to staff as follows:

1. Add additional specific holidays to the 2024 city holiday calendar;
2. Add additional specific holidays to the 2025 city holiday calendar;
3. Eliminate specific holidays from the 2024 city holiday calendar;
4. Eliminate specific holidays from the 2025 city holiday calendar;
5. Keep the existing 2024 city holiday calendar.

VII. ATTACHMENTS:

1. List of current city holidays;
2. List of 2024 Lake County holidays;
3. List of 2024 Colorado state holidays;
4. List of 2024 federal holidays.

CITY OF LEADVILLE PAYROLL CALENDAR

2024

JANUARY						
MON	TUE	WED	THU	FRI	SAT	SUN
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
MON	TUE	WED	THU	FRI	SAT	SUN
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH						
MON	TUE	WED	THU	FRI	SAT	SUN
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
MON	TUE	WED	THU	FRI	SAT	SUN
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
MON	TUE	WED	THU	FRI	SAT	SUN
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY						
MON	TUE	WED	THU	FRI	SAT	SUN
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
MON	TUE	WED	THU	FRI	SAT	SUN
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER						
MON	TUE	WED	THU	FRI	SAT	SUN
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER						
MON	TUE	WED	THU	FRI	SAT	SUN
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER						
MON	TUE	WED	THU	FRI	SAT	SUN
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER						
MON	TUE	WED	THU	FRI	SAT	SUN
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holidays	
(11) HOLIDAYS - FIRE DEPARTMENT	
01/01/24	New Year's Day
01/15/24	Martin Luther King Day
02/19/24	Presidents' Day
03/29/24	Good Friday
05/27/24	Memorial Day
07/04/24	Independence Day
09/02/24	Labor Day
11/11/24	Veterans Day
11/28/24	Thanksgiving Day
12/24/24	Christmas Eve
12/25/24	Christmas Day
(10) CITY HOLIDAYS - ALL OTHER DEPARTMENTS	
01/01/24	New Year's Day
01/15/24	Martin Luther King Day
02/19/24	Presidents' Day
05/27/24	Memorial Day
07/04/24	Independence Day
09/02/24	Labor Day
11/11/24	Veterans Day
11/28/24	Thanksgiving Day
11/29/24	Day After Thanksgiving
12/25/23	Christmas Day

 = Pay Day Dates
 = End of Pay Period
 = Timesheets Due to Finance by 10:00am

Government Holidays

Date	Day of the Week	Holiday
January 1, 2024	Monday	New Years Day
January 15, 2024	Monday	Martin Luther King, Jr. Day
February 19, 2024	Monday	President's Day
April 1, 2024	Monday	Cesar Chavez Day (Observed)
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth
July 4 and 5, 2024	Thursday and Friday	Independence Day
September 2, 2024	Monday	Labor Day
October 7, 2024	Monday	Frances Xavier Cabrini Day
November 11, 2024	Monday	Veterans Day
November 28 and 29, 2024	Thursday and Friday	Thanksgiving
December 24 and 25, 2024	Tuesday and Wednesday	Christmas

2024 Holidays

Select Language ▼

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We're hiring RNs in Pueblo. Join us for a **same-day hiring event**

<https://www.governmentjobs.com/careers/colorado/jobs/4331662/hiring-blitz-registered-nurse-i-mental-health-hospital-in-pueblo-14-000-si>) Jan. 31 and earn a \$14,000 sign-on bonus!

Select Language



COLORADO
Department of Human Services [\(L\)](#)

[Home \(L\)](#) State of Colorado holiday calendar 2024

State of Colorado holiday calendar 2024

State of Colorado offices, including the Colorado Department of Human Services' public facilities, are closed for the following holidays in 2024.

Holiday	Date
New Year's Day	Monday, Jan. 1
Martin Luther King Jr. Day	Monday, Jan. 15
Presidents Day	Monday, Feb. 19
Memorial Day	Monday, May 27
Juneteenth	Wednesday, June 19
Independence Day	Thursday, July 4

Holiday	Date
Labor Day	Monday, Sept. 2
Frances Xavier Cabrini Day	Monday, Oct. 7
Veterans Day	Monday, Nov. 11
Thanksgiving	Thursday, Nov. 28
Christmas	Wednesday, Dec. 25



COLORADO

Department of Human Services

About CDHS

The Colorado Department of Human Services connects people with assistance, resources and support for living independently in our state. For more information about our organization, visit the [CDHS organizational structure page \(/about-cdhs/organizational-structure\)](/about-cdhs/organizational-structure).

Our mission

Together, we empower Coloradans to thrive.

Our vision

To serve Coloradans through bold and innovative health and human services.

Our values

People-first approach. Balance. Accountability. Transparency. Ethical. Collaboration.

Our motto

We're the people who help people.

State of Colorado accessibility statement

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Fill out the CDHS complaint form to report an accessibility issue
(<https://docs.google.com/forms/d/e/1FAIpQLSc7s0ndUw06ed0ey4Fy3s3Kk9>)

View our nondiscrimination notice and request aids and services
(<https://cdhs.colorado.gov/nondiscrimination-notice>)

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[OPM.gov](https://www.opm.gov) / [Policy](#) / [Pay & Leave](#) / Federal Holidays

FEDERAL HOLIDAYS OVERVIEW

Federal law (5 U.S.C. 6103) establishes the public holidays listed in these pages for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

To see holidays for a specific year, please select the tab labeled with your year of interest.

[Download iCalendar \(.ICS\) file for displayed years](#)

2024

2024 Holiday Schedule

Date	Holiday
Monday, January 01	New Year's Day
Monday, January 15	Birthday of Martin Luther King, Jr.
Monday, February 19 *	Washington's Birthday
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth National Independence Day
Thursday, July 04	Independence Day
Monday, September 02	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Wednesday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2025

2025 Holiday Schedule

Date	Holiday
Wednesday, January 01	New Year's Day

Date	Holiday
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, January 20 *	Inauguration Day
Monday, February 17 **	Washington's Birthday
Monday, May 26	Memorial Day
Thursday, June 19	Juneteenth National Independence Day
Friday, July 04	Independence Day
Monday, September 01	Labor Day
Monday, October 13	Columbus Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Thursday, December 25	Christmas Day

*This holiday is designated as "Inauguration Day" in section 6103(c) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Federal employees in the Washington, DC, area are entitled to a holiday on the day a President is inaugurated on January 20th for each fourth year after 1965.

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2026

2026 Holiday Schedule

Date	Holiday
Thursday, January 01	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16 *	Washington's Birthday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth National Independence Day
Friday, July 03 **	Independence Day
Monday, September 07	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive

Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

2027

2027 Holiday Schedule

Date	Holiday
Friday, January 01	New Year's Day
Monday, January 18	Birthday of Martin Luther King, Jr.
Monday, February 15 *	Washington's Birthday
Monday, May 31	Memorial Day
Friday, June 18 **	Juneteenth National Independence Day
Monday, July 05 **	Independence Day
Monday, September 06	Labor Day
Monday, October 11	Columbus Day
Thursday, November 11	Veterans Day
Thursday, November 25	Thanksgiving Day
Friday, December 24 **	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

2028

2028 Holiday Schedule

Date	Holiday
Friday, December 31 *	New Year's Day
Monday, January 17	Birthday of Martin Luther King, Jr.
Monday, February 21 **	Washington's Birthday
Monday, May 29	Memorial Day
Monday, June 19	Juneteenth National Independence Day
Tuesday, July 04	Independence Day
Monday, September 04	Labor Day
Monday, October 09	Columbus Day
Friday, November 10 *	Veterans Day
Thursday, November 23	Thanksgiving Day

Date	Holiday
Monday, December 25	Christmas Day

*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays - "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2029

2029 Holiday Schedule

Date	Holiday
Monday, January 01	New Year's Day
Monday, January 15	Birthday of Martin Luther King, Jr.
Monday, February 19 *	Washington's Birthday
Monday, May 28	Memorial Day
Tuesday, June 19	Juneteenth National Independence Day
Wednesday, July 04	Independence Day
Monday, September 03	Labor Day
Monday, October 08	Columbus Day
Monday, November 12 **	Veterans Day
Thursday, November 22	Thanksgiving Day
Tuesday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

2030

2030 Holiday Schedule

Date	Holiday
Tuesday, January 01	New Year's Day

Date	Holiday
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18 *	Washington's Birthday
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth National Independence Day
Thursday, July 04	Independence Day
Monday, September 02	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Wednesday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

HISTORICAL DATA (2023-2011)

2023 Holiday Schedule

Date	Holiday
Monday, January 02 *	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20 **	Washington's Birthday
Monday, May 29	Memorial Day
Monday, June 19	Juneteenth National Independence Day
Tuesday, July 04	Independence Day
Monday, September 04	Labor Day
Monday, October 09	Columbus Day
Friday, November 10 *	Veterans Day
Thursday, November 23	Thanksgiving Day
Monday, December 25	Christmas Day

*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2022 Holiday Schedule

Date	Holiday
Friday, December 31 *	New Year's Day
Monday, January 17	Birthday of Martin Luther King, Jr.
Monday, February 21 **	Washington's Birthday
Monday, May 30	Memorial Day
Monday, June 20 *	Juneteenth National Independence Day
Monday, July 04	Independence Day
Monday, September 05	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Monday, December 26 *	Christmas Day

*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our [Federal Holidays – "In Lieu Of" Determination Fact Sheet](#).

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2021 Holiday Schedule

Date	Holiday
Friday, January 01	New Year's Day
Monday, January 18	Birthday of Martin Luther King, Jr.
Wednesday, January 20 *	Inauguration Day
Monday, February 15 **	Washington's Birthday
Monday, May 31	Memorial Day
Friday, June 18 ***	Juneteenth National Independence Day
Monday, July 05 ***	Independence Day
Monday, September 06	Labor Day
Monday, October 11	Columbus Day
Thursday, November 11	Veterans Day
Thursday, November 25	Thanksgiving Day
Friday, December 24 ***	Christmas Day

*This holiday is designated as "Inauguration Day" in section 6103(c) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Federal employees in the Washington, DC, area are entitled to a holiday on the day a President is inaugurated on January 20th for each fourth year after 1965.

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local

governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

***If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our [Federal Holidays – "In Lieu Of" Determination Fact Sheet](#).

2020 Holiday Schedule

Date	Holiday
Wednesday, January 1	New Year's Day
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, February 17*	Washington's Birthday
Monday, May 25	Memorial Day
Friday, July 3**	Independence Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**July 4, 2020 (the legal public holiday for Independence Day), falls on a Saturday. For most Federal employees, Friday, July 3, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

2019 Holiday Schedule

Date	Holiday
Tuesday, January 1	New Year's Day
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18*	Washington's Birthday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Wednesday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2018 Holiday Schedule

Date	Holiday
Monday, January 1	New Year's Day
Monday, January 15	Birthday of Martin Luther King, Jr.
Monday, February 19*	Washington's Birthday
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Monday, November 12**	Veterans Day
Thursday, November 22	Thanksgiving Day
Tuesday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**November 11, 2018 (the legal public holiday for Veterans Day), falls on a Sunday. For most Federal employees, Monday, November 12, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)

2017 Holiday Schedule

Date	Holiday
Monday, January 2*	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20**	Washington's Birthday
Monday, May 29	Memorial Day
Tuesday, July 4	Independence Day
Monday, September 4	Labor Day
Monday, October 9	Columbus Day
Friday, November 10***	Veterans Day
Thursday, November 23	Thanksgiving Day
Monday, December 25	Christmas Day

*January 1, 2017 (the legal public holiday for New Year's Day), falls on a Sunday. For most Federal employees, Monday, January 2, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)

Note:

Inauguration Day, January 20, 2017, falls on a Friday. An employee who works in the District of Columbia, Montgomery or Prince George's Counties in Maryland, Arlington or Fairfax Counties in Virginia, or the cities of

Alexandria or Fairfax in Virginia, and who is regularly scheduled to perform nonovertime work on Inauguration Day, is entitled to a holiday. (See 5 U.S.C. 6103(c).) There is no in-lieu-of holiday for employees who are not regularly scheduled to work on Inauguration Day./p>

** This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

*** November 11, 2017 (the legal public holiday for Veterans Day), falls on a Saturday. For most Federal employees, Friday, November 10, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

2016 Holiday Schedule

Date	Holiday
Friday, January 1	New Year's Day
Monday, January 18	Birthday of Martin Luther King, Jr.
Monday, February 15*	Washington's Birthday
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Monday, December 26**	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

** December 25, 2016 (the legal public holiday for Christmas Day), falls on a Sunday. For most Federal employees, Monday, December 26, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)

2015 Holiday Schedule

Date	Holiday
Thursday, January 1	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16*	Washington's Birthday
Monday, May 25	Memorial Day
Friday, July 3**	Independence Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

** July 4, 2015 (the legal public holiday for Independence Day), falls on a Saturday. For most Federal employees, Friday, July 3, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

2014 Holiday Schedule

Date	Holiday
Wednesday, January 1	New Year's Day
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, February 17 *	Washington's Birthday
Monday, May 26	Memorial Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Monday, October 13	Columbus Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Thursday, December 25	Christmas Day

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2013 Holiday Schedule

Date	Holiday
Tuesday, January 1	New Year's Day
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18 *	Washington's Birthday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Wednesday, December 25	Christmas Day

Note:

This year, the Inauguration Day holiday falls on Monday, January 21, 2013, which is also the legal public holiday for the Birthday of Martin Luther King, Jr. (See 5 U.S.C. 6103(c).) For Federal employees who work in the District of Columbia, Montgomery or Prince George's Counties in Maryland, Arlington or Fairfax Counties in

Virginia, or the cities of Alexandria or Fairfax in Virginia, Inauguration Day is observed concurrently with the Martin Luther King, Jr., holiday. Federal employees in these areas are not entitled to an in-lieu-of holiday for Inauguration Day.

* This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

2012 Holiday Schedule

Date	Holiday
Monday, January 2 *	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20 **	Washington's Birthday
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Monday, November 12 ***	Veterans Day
Thursday, November 22	Thanksgiving Day
Tuesday, December 25	Christmas Day

* January 1, 2012 (the legal public holiday for New Year's Day), falls on a Sunday. For most Federal employees, Monday, January 2, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)

** This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

*** November 11, 2012 (the legal public holiday for Veterans Day), falls on a Sunday. For most Federal employees, Monday, November 12, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)

2011 Holiday Schedule

Date	Holiday
Friday, December 31, 2010 *	New Year's Day
Monday, January 17	Birthday of Martin Luther King, Jr.
Monday, February 21 **	Washington's Birthday
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day

Date**Holiday**

Tuesday, December 26 *** Christmas Day

* January 1, 2011 (the legal public holiday for New Year's Day), falls on a Saturday. For most Federal employees, Friday, December 31, 2010, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

** This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

*** December 25, 2011 (the legal public holiday for Christmas Day), falls on a Sunday. For most Federal employees, Monday, December 26, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1971.)



AGENDA ITEM #9A

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 06, 2024
SUBJECT: Resolution No. 10, Series of 2024 - A Resolution Authorizing the City of Leadville to Purchase of One Type VI Fire Engine for Leadville Lake County Fire-Rescue
PRESENTED BY: Dan Dailey, Leadville Lake County Fire Chief

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Leadville Lake County Fire Rescue is requesting the purchase of a new Type VI Fire Engine to ease the burden on the older 1996 Type VI the department currently has.



II. BACKGROUND INFORMATION:

Pursuant to the City's purchasing policy, Request For Proposal bids were requested and received. The bids were opened at the Fire Management Board public meeting on December 15, 2023. The

Fire Management Board discussed these bids and made a final decision at the Fire Management Board meeting on January 5, 2024.

III. FISCAL IMPACTS:

The fiscal impact of this Resolution is \$313,000 from the Leadville Lake County Fire Rescue Fire Fund. Leaving approximately just under \$400,000 in the Fire Fund Balance.

IV. LEGAL ISSUES:

The City Attorney has provided a legal review of the Purchase Agreement.

VI. STAFF RECOMMENDATION:

Staff requests that council approve Resolution No. 10, Series of 2024 - A Resolution Authorizing the City of Leadville to Purchase One Type VI Fire Apparatus.

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. 10, Series of 2024 - a Resolution Authorizing the City of Leadville to purchase one Type VI Fire Apparatus"

IX. ATTACHMENTS:

1. Resolution No. 10, Series of 2024 - A Resolution Authorizing the City of Leadville to Purchase One Type VI Fire Apparatus
2. Exhibit A - Purchase Agreement

**CITY OF LEADVILLE COLORADO
RESOLUTION NO. 10
SERIES of 2024**

**A RESOLUTION AUTHORIZING THE CITY OF LEADVILLE TO PURCHASE
ONE TYPE VI FIRE ENGINE FOR LEADVILLE LAKE COUNTY FIRE RESCUE**

WHEREAS, the City of Leadville (“City”) is authorized by state law to acquire equipment for municipal purposes; and

WHEREAS, the City Council, as the governing body of the City, has determined that a true and real need exists for the acquisition of a Type VI Fire Engine (“Equipment”) for use in the efficient and proper operation of the Leadville Lake County Fire Rescue; and

WHEREAS, the City has taken the necessary steps under applicable law to arrange for the acquisition of such Equipment pursuant to the purchasing policy per Section 3.08.020 of the Leadville Municipal Code; and

WHEREAS, the City Council desires to approve the purchase agreement for the Equipment with the vendor, Front Range Fire Apparatus (“Purchase Agreement”) in substantially the forms attached to this Resolution; and

WHEREAS, City Council further desires to authorize the City Administrator, City Attorney, and city staff to execute such documents and take such action as may be necessary to complete the acquisition of the Equipment.

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

Section 1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of City Council.

Section 2. Findings and Authorizations. The City Council of the City of Leadville makes the following findings and representations:

- (a) City Council hereby approves the purchase of one Type VI Fire Engine for the Leadville Lake County Fire-Rescue in an amount not to exceed \$313,000.00.
- (b) City Council authorizes a payment in full of \$313,000.00 by the City directly to Front Range Fire Apparatus.
- (c) City Council therefore authorizes the City Administrator to execute

Purchase Agreement in substantially the form attached as **Exhibit A** following review and approval of the Purchase Agreement by the City Administrator and City Attorney and subject to minor modifications approved by the City Attorney. The City Administrator, the City Attorney, and city staff, as necessary and appropriate, are authorized to execute and deliver on behalf of the City all documents necessary to acquire the Equipment, and supporting documents as deemed necessary or desirable as long as any such revisions do not materially increase obligations of the City.

- (d) Finally, City Council authorizes the City Administrator, City Attorney and city staff to take such other actions as may be necessary and that do not increase the financial obligations of the City, to execute the Purchase Agreement and to complete the acquisition of the Equipment.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 4. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

)

ADOPTED this 6th 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 A
(Executed Trust Agreement)



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Front Range Fire Apparatus, Limited, a Colorado corporation (“Company”), and the City of Leadville, a Colorado municipal corporation (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C, attached hereto and incorporated herein, prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A, attached to and incorporated herein, for the total purchase price of \$313,777.00 (“Purchase Price”). Prices are in U.S. funds. The Purchase Price shall be paid in full within 15 days of Customer’s Acceptance at factory unless within that time Customer issues a Notice of Defect. If a Notice of Defect is issued, Customer shall pay the Purchase Price in full upon Company remedying the defect(s) such that the Product is in substantial conformance with the Specifications.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order shall be executed as an amendment to this Agreement and is only effective when signed by both Company and Customer.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price

and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Truck to be within about 6 months of Effective Date of this Agreement, F.O.B. Leadville, CO. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Customer

Front Range Fire Apparatus

City of Leadville

7600 Miller Ct

800 Harrison Avenue

Frederick, CO 80504

Leadville, CO 80461

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false

in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

20. Governmental Immunity. Customer and its officers, attorneys and 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Customer and its officers, attorneys or employees.

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

22. Third Parties. There are no intended third-party beneficiaries to this Agreement.

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

24. Modification. This Agreement may only be modified upon written agreement of the Customer and Company.

Accepted and agreed to:

FRONT RANGE FIRE APPARATUS.

CUSTOMER: City of Leadville

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**PURCHASE DETAIL FORM
Company**

Date: January 5, 2024

Customer Name: City of Leadville

Quantity	Chassis Type	Body Type	Price
1	Ford F550 Crew Cab 4X4	BME Sawtooth Type 6	\$313,777.00
			\$
			\$
	Total		\$313,777.00

Warranty Period: One year bumper to bumper plus various component warranties listed in warranty section.

Training Requirements: One day of apparatus new delivery.

Other Matters: _____

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in full upon Customer's acceptance.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 01/05, 2024 BETWEEN COMPANY AND City of Leadville WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN.

EXHIBIT B

WARRANTY

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center, return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or delamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thicknesses. The tank shall carry a lifetime warranty.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

EXHIBIT C

COMPANY PROPOSAL

2023 FORD F550 CREW CAB 4X4 BME SAWTOOTH TYPE 6 AS PER DETAILED SPECIFICATIONS PROVIDED TO LEADVILLE / LAKE COUNTY FIRE RESCUE DATED NOVEMBER 16TH, 2023.



FIRE TRUCKS

***COMMERCIAL CHASSIS
TYPE 6 EXTREME
"SAWTOOTH"***

DETERMINATION OF APPARATUS WEIGHT

BME Fire Trucks, LLC. shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

CENTER-OF-GRAVITY ANALYSIS

BME Fire Trucks, LLC. shall perform an estimated center of gravity calculation as required by the applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

LOW VOLTAGE TEST REQUIRMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

- (1) Documentation of the electrical system performance tests.
- (2) A written electrical load analysis, including the following:
 - (a) The nameplate rating of the alternator.
 - (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
 - (c) Each of the component loads specified that make up the minimum continuous electrical load.
 - (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
 - (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

DELIVERY REQUIREMENTS

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should BME Fire Trucks, LLC. be unable to comply with the proposed delivery date, we shall immediately contact the purchaser regarding delay information and actions to be taken by the company.

This vehicle shall be F.O.B. the BME Fire Trucks facility in Boise Idaho. Dealer shall be responsible for arrangement of delivery from factory.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse,

negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

CHASSIS SPECIFICATIONS-FORD F550

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking. Includes:- Dual 78-AH 750 CCA Batteries

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus

Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706.

Note: See Order Guide Supplemental Reference for further details on GVWR

Tires: 225/70Rx19.5G BSW A/P

Wheels: 19.5" x 6" Argent Painted Steel

HD Vinyl 40/20/40 Split Bench Seat

179" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 6 speakers. Includes: SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Power Equipment Group

Deletes passenger side lock cylinder. Includes upgraded door-trim panel.

Includes:

- Accessory Delay

- Advanced Security Pack

Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.

- Folding Trailer Tow Mirrors w/Power Heated Glass

Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.

- MyKey

Includes owner controls feature.

- Power Front & Rear Side Windows

Includes 1-touch up/down driver/passenger window.

- Power Locks

- Remote Keyless Entry

Extra Heavy-Duty Front End Suspension - 7,500 GAWR

High Capacity Trailer Tow Package

Transmission Power Take-Off Provision

Upfitter Interface Module

332 Amp Alternators

Utility Lighting System

110V/400W Outlet

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

DATA PLAQUE

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on the driver's door.

DATA PLAQUE

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)
- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- OCCUPANT SEATED AND BELTED

A warning label for occupants seated to be belted shall mounted in a location visible to all occupants of the cab. The label shall meet FAMA07 standards.

Label shall read "Crash hazard occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants are at greater risk of injury or death in a crash."

WARNING LABEL -- SIREN NOISE

A warning label for siren noise shall be located inside driver cab door. The label shall comply with FAMA42 standards.

Label shall read, "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle.

WARNING LABEL -- HELMET WORN IN CAB

A warning label for wearing helmet in cab shall be located visible from each seating location. The label shall comply with FAMA43 standards.

The label shall read, "Cash Hazard. Do not wear helmet while seated unless necessary during suppression operations. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure or kill.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.)

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior.

FRESH AIR EMBER SEPARATOR WARNING LABEL

A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

WARNING LABEL -- DO NOT WEAR HELMET

A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

CUSTOM FABRICATED REAR BUMPER

The rear bumper shall be a custom made BME steel bumper. The bumper shall contain tow eye provisions, a rear access step, license plate, DOT lighting and be powder coated black with the top stepping surface to be coated in durabak.

CAB STEPS RUNNING BOARDS

A set of BME custom made running boards shall be installed under the front and rear driver side and passenger side cab doors. The steps shall be made of steel and be powdercoated satin black.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door.

Specified part shall include Red and White DOT approved reflective striping.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance. The ember guard shall maintain a minimum ½ inch separation from the air filter.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR

The final stage manufacturer shall install a stainless steel ember separator within the auxiliary fire pump engine air intake system.

FUEL TANK PICKUP TUBE

The O.E.M fuel tank shall have an additional pickup installed to supply fuel to the auxiliary pump engine. It shall be routed from the chassis fuel tank to the pump engine. Any chassis fuel system modifications shall be fully compliant CARB regulations, CVC and FMVSS.

All fuel lines shall be loomed, "grommeted", and firmly clamped in position to prevent chafing or damage and all synflex fuel hoses shall be wrapped with fire wrap lagging capable of withstanding temperatures in excess of 250°C.

The fuel tanks and lines shall be protected as necessary from exhaust heat through the use of heat shields or baffles. Only metal fasteners, coated or insulated for maximum fuel line protection shall be used..

TIRE PRESSURE INDICATOR SYSTEM

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

BUCK STOP FORD SUPER SINGLE CONVERSION

There shall be a Buckstop super single conversion installed on the apparatus. The "kit" shall consist of the following:

- 3-1/2" Suspension lift kit consisting of replacement coil springs, radius arms, and heavy duty track bar mount for the front end, and lift blocks for the rear end. The kit shall also include new shocks for the front and rear.
- Extended fender flares with inner wheel well to cover the extra width from the super single tires.
- Five (5) Continental MPT81 335/80R20 tires mounted on aluminum single piece wheels.

STEEL BUCKSTOP BUMPER

There shall be a steel buckstop front bumper supplied and installed on the apparatus. The bumper shall feature an integral grill and headlight guard and retain the factory tow hooks. The bumper shall have a mount and access door for a front winch and cutouts for two 6" round lights. The bumper shall wider than OEM to account for the wider track from oversized tires and fender flares.

AUXILIARY OFF ROAD LIGHT

There shall be two PIAA 560 LED driving lights installed in the front bumper located in the supplied cutouts.

PORTABLE PUMP

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

- 20 gpm @ 310 psi
- 140 gpm @ 145 psi
- 180 gpm @ 80 psi

Diesel Engine

Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

Fuel Prime

A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication

Pressure feed with spin-on filter.

Starter

12-volt electric wired into the chassis battery system

Exhaust

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

An ember screen shall be provided on the inlet to the air cleaner.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

PRIMER CONTROL

The pump primer shall be activated by a push button located on the Darley pump control panels, one on the pump panel and one on the cab center console.

PUMP PERFORMANCE TEST AND CERTIFICATION

Upon completion, the apparatus shall undergo a complete pumping test that conforms to the requirements of NFPA Standard 1906 (latest edition) for the size and type of pump provided. The test shall consist of a continuous one-half hour test pumping at rated capacity and rated net pump pressure, a vacuum test of the primer system and plumbing, a tank discharge flow test and a pressure test of the apparatus piping.

The chassis engine and transmission, the pump and other components of the apparatus shall show no undue heating, leaks, or other defect. The results of the test shall be documented to establish the performance of the apparatus and to further insure that the unit shall perform satisfactorily when placed into service. The test results shall be certified in writing, with the certification provided to the purchaser for their records at the time of delivery of the completed apparatus.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and installed on the operators pump panel to allow the system to be disabled when required.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY PUMP WARNING AND INSTRUCTION LABELS

The auxiliary fire pump installation shall have operating instruction and warnings as required by applicable sections of NFPA standards on the pump panel or in the cab.

AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

2-1/2" GATED INTAKE -- REAR LEFT

One (1) 2-1/2" gated suction intake shall be installed on rear left area of apparatus to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve and shall have 2-1/2" NH female thread with removable screen. The plumbing to the intake shall be with full flow flexible hose or piping with Victaulic couplings. The color coded label shall be installed near the control handle.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

A 2.5" water tank to pump line shall be installed with a 2.5" full flow quarter turn ball valve and 2.5" piping. The line shall be equipped with a hump hose with stainless steel hose clamps.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

PUMP TO TANK

One (1) 1.5" pump to tank line shall be installed with a 1.5" full flow quarter turn controlled ball valve and 1.5" piping.

One (1) Akron 8815 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

2" DISCHARGE -- REAR

One (1) 2" discharge shall be installed on the rear panel right side, controlled by a quarter turn ball valve on pump panel. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve control handle.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum

environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

HOSE REEL

One (1) Hannay aluminum hose reels shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 1/3 HP 12 volt electric motor for rewinding the hose back on to the reel. This motor shall be controlled with two (2) Cole Hersee brand, Model #M-612 momentary push button switches, located directly adjacent to the hose reel, one (1) on each side of the apparatus body. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

HOSE REEL DISCHARGE

(1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) push button, hose reel rewind control shall be installed adjacent the hose reel area.

The hose reel(s) and hose shall be equipped with 1" NPSH hose threads.

HOSE REEL ROLLERS

The hose reel(s) shall be provided with a Hannay captive type four sided stainless steel roller assembly.

REAR MOUNT PUMP ENCLOSURE

The rear mounted fire pump and plumbing enclosure shall be located aft of the water tank and between the side compartments. The pump module shall allow independent flexing of the pump area from the body, chassis, tank, and shall permit quick removal.

PUMP PANEL MATERIAL

There shall be a rear mounted pump panel constructed of stainless steel, the pump controls and inlets/outlets shall be on the right side of the pump panel, while the left side shall feature a vertically hinged access door to

the front of the Aux pump motor. The door shall have venting for the radiator and fasten with two thumb latches.

MASTER PRESSURE GAUGE

There shall be one (1) 2.5” diameter -30-0-600 PSI master pressure gauge internally lit.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. The labels shall be furnished for discharges, intakes, and for other controls and indicators. All labels shall be in English format.

PUMP PANEL LIGHT SHIELD

There shall be one (1) stainless steel light shield assembly provided and installed above the pump panel area. There shall be TecNiq LED light(s) installed within the shield.

DESIGN AND SCOPE- EXTREME TYPE 6

The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The body module shall be mounted to the chassis frame rails utilizing a unique double spring mounting system for flexibility and durability over the lifetime of the apparatus. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or

extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring lifetime durability, functionality and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated of 6061-T6 aluminum architectural style tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength, longevity and providing the skeleton of the body module. The internal upright members of the framework shall act as support for the top layer of the body module. The external upright members shall act as an exoskeleton providing form and support for compartments while acting as the external surfaces of the module. The framework shall define the compartment openings and provide a rigid mounting location for all compartments and doors.

The foundation cross-members shall be placed perpendicular to the chassis frame rails in the wheel well area extending the full width of the body and shall be constructed of 3 inch high x 2 inch wide x .250 inch tubing. The foundation members parallel to the chassis frame rails shall be constructed of 3 inch square x .250 inch tubing and shall connect the foundation cross members and extend the full length of the body.

All tank support cross members shall be placed to support the water tank as per the tank manufacture's recommendation. These supports shall be constructed of 3 inch high x 2 inch wide x .250 inch aluminum tubing. The tank support angles shall be constructed of 4 inch x 4 inch x .250 inch thick angles and shall be placed at the tank sides parallel to the chassis frame rails to provide lateral support for the tank and protection from debris from the wheels.

The internal upright supports for any ceiling and top component shall be placed to provide support for all components and shall be constructed of aluminum tubing measuring 2 inch square x .250 inch wall thickness. All front to rear connecting members shall be 3 inches high x 2 inches wide x .125 inch wall thickness and shall be placed in between the interior upright support members to provide rigidity, stability and support to all top layer components. All gussets shall be constructed of 2 inches high x 3 inches wide x .250 inch thick plate which shall be placed on the top and bottom of the foundation cross members where they intersect with the exterior members.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring loaded body mounting assemblies. Each two piece mounting assembly shall be designed to positively position the body on the frame rails while preventing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module.

Each mounting assembly shall consist of a "male" upper mounting bracket and a "female" lower mounting bracket. The upper mounting brackets shall be fabricated from .250 inch thickness aluminum plate, with .250 inch painted steel lower mounting brackets. The upper mounting brackets shall be welded directly to the foundation connecting members. The lower mounting brackets shall be bolted to the exterior side facing surface of the chassis frame rails.

The mounting brackets shall be aligned and connected by two (2) 5/8 inch diameter grade 8 bolts equipped with

compression springs. The springs shall be of the appropriate tension rating for the weight requirements of the body module. The mounting assembly shall be designed to completely eliminate sheering forces on the mounting bolts.

The foundation connecting members shall be placed on top of the chassis frame rails for added strength and stability. The foundation members shall be isolated from the steel chassis frame rails by .25 inch thickness aluminum plates which have .5 inch thick 80 durometer rubber pads vulcanized to the bottom surface of each plate. The steel plates shall be welded to the bottom of the foundation, doubling as additional gussets at foundation cross member joints.

BODY MATERIAL

All materials utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion or metal fatigue. The body compartments shall be fabricated using .125 inch 5052-H32 aluminum for most compartments unless otherwise stated. Any use of proprietary parts or materials in the construction of the body shall be unacceptable, due to potential delays or difficulties in an event of future repairs or when service becomes necessary.

All external upright supports for integral compartments shall incorporate a second set of upright supports constructed of 3 inch wide x 2 inch deep x .250 inch wall thickness and shall be located outboard of the internal upright supports to provide a rigid structure for the compartments to be mounted to. The compartment openings shall be constructed of 3 inch high x 2 inch wide x .125 inch wall thickness cross members and shall be placed in between the external upright supports to define the openings of all enclosed body compartments again, providing a rigid mounting location for compartments.

COMPARTMENT FLOOR-SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough so the lip of the compartment shall clear the frame rail of the body module to allow debris to be removed easily from the compartment. A hat shaped support shall be placed under the floor to improve stability and prevent bowing of the floor with use and age.

COMPARTMENTATION

All compartments shall be constructed of smooth aluminum and welded for strength and shall be sealed from the elements. The compartments shall be attached to the aluminum superstructure only, in order to maintain a truly modular design. Each compartment shall include ventilation louvers which shall be provided on each side panel of the compartment to maximize moisture evacuation for the protection of the equipment and the compartment itself. Louvers shall be placed in the ventilation holes to prevent debris transfer to and from the inside of the body module. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without sharp edges in the material.

DRIVER'S SIDE BODY COMPARTMENTS

COMPARTMENT D1

One full height compartment shall be provided on the driver's side of the apparatus body, forward of the rear wheels. Approximate "clear door opening" compartment dimensions: 24" wide x 41.5" high x 20.75" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT D2

One horizontal compartment shall be provided above the rear wheel well on the driver's side of the apparatus body. Approximate compartment "clear door opening" dimensions: 44" wide x 24.5" high x 21" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT D3

One compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. Approximate compartment "clear door opening" dimensions:29.5" wide x 41.5" high x 20.75" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PASSENGER SIDE BODY COMPARTMENTS

COMPARTMENT P1

One full height compartment shall be provided on the passenger's side of the apparatus body forward of the rear wheels. Approximate compartment "clear door opening" dimensions: 24" wide x 41.5" high x 20.75" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT P2

One horizontal compartment shall be provided above the rear wheel well quarter panel on the passenger's side of the apparatus body. Approximate compartment "clear door opening" dimension: 42"wide x 24.5" high x 21" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT P3

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. Approximate compartment "clear door opening" dimensions: 29.5" wide x 41.5" high x 20.75" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

No compartment floor grating shall be provided in specified compartment.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT BL

The walls in between D2 and D3 shall be removed for long handle tool storage. There shall be a door on the rear tail panel approx 12"W x 25"H to access the compartment.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

UPPER STORAGE-DRIVERS SIDE

There shall be a separated storage compartment on the drivers side of the upper storage located above the body compartments and water tank. The approx dimensions shall be 42.75" wide by 16.5" deep by 14" high.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

No compartment floor grating shall be provided in specified compartment.

LIGHTING

The specified compartment shall have no compartment lighting.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

UPPER STORAGE-CENTER

There shall be a separated storage compartment in the center of the upper storage located above the body compartments and water tank. The approx dimensions shall be 45" wide by 42" deep by 14" high. The compartments intended use is to store the spare tire and wheel.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

No compartment floor grating shall be provided in specified compartment.

LIGHTING

The specified compartment shall have no compartment lighting.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

UPPER STORAGE-PASSENGER SIDE

There shall be a separated storage compartment on the passenger side of the upper storage located above the body compartments and water tank. The approx dimensions shall be 42.75" wide by 16.5" deep by 14" high.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

No compartment floor grating shall be provided in specified compartment.

LIGHTING

The specified compartment shall have no compartment lighting.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

WHEEL WELL PANEL CONSTRUCTION

The outer wheel well panel shall be an integral part of the overall body design and constructed of aluminum. It shall be welded in to place. The exterior wheel well area shall be painted to match the body.

FUEL FILL ACCESS

An access opening designed to accommodate the OEM fuel fill assembly and angled insert shall be provided in the driver's side wheel well area.

DIESEL EXHAUST FLUID FILL ACCESS

The factory DEF fill access shall be located inbetween the cab and the body, the fill shall be held in place by either an OEM or BME made bracket.

FRONT OF BODY -- PROTECTIVE SURFACE

The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material. Powder coated satin black.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum tread plate material.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

Five (5) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of 1.75” x 1.75” x .125” aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125” aluminum for durability. The interior surface shall be .080” aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75” lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75” lip on both the compartment and the door to provide for a double seal against water and dust.

The door shall be designed utilizing a D-ring style latch system. A 6” stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

The door shall be mounted using a stainless steel piano style hinge and a .25” diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The exterior of the compartment doors shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMINUM – COMPARTMENT DOOR, LIFT UP HINGED OVERLAP

There shall be two (2), horizontally hinged lift up door shall be fabricated of aluminum. The door shall feature an exterior surface which overlaps the opening of the compartment. The exterior surface shall be .125” aluminum for durability and damage resistance. The interior surface shall be .080” aluminum for structural support and overall appealing appearance of the compartment. The frame of the door shall be constructed of 1.75” x 1.75” x .125” aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .75” lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75” lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The door shall be designed utilizing a D-ring latch system. A 6 inch stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the door has been properly closed.

The door shall be mounted with a stainless steel hinge with .25” diameter hinge pin for stability. The horizontal hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

A polished stainless steel scuff guard shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body module due to the removal and storage to equipment in the compartment.

The exterior of the compartment doors and the door jambs shall be painted to match the body in quality and tone. The interior of the door shall not be painted due to lack of exposure and inherent resistance to corrosion. The interior of the door shall be sanded utilizing a dual orbital technique. The sanding shall provide for a smooth, regular, scratch free surface on the interior of the door. The exterior skin to door frame joining seam shall be caulked and painted to provide a moisture proof seal.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

FOLDING STEP -- DRIVERS SIDE FRONT

There shall be three (3) Innovative Controls black powder coated steps installed. The steps shall be a spring loaded design with an approx 8" by 6" stepping surface and feature a BME logo and an LED light to light up the stepping surface. The step shall be installed on the front drivers side of the body.

FOLDING STEP -- PASSENGER SIDE FRONT

There shall be three (3) Innovative Controls black powder coated steps installed. The steps shall be a spring loaded design with an approx 8" by 6" stepping surface and feature a BME logo and an LED light to light up the stepping surface. The step shall be installed on the front passenger side of the body.

FOLDING STEP -- PASSENGER SIDE REAR

There shall be two (2) Innovative Controls black powder coated steps installed. The steps shall be a spring loaded design with an approx 8" by 6" stepping surface and feature a BME logo and an LED light to light up the stepping surface. The step shall be installed on the rear passenger side of the body.

WATER TANK CAPACITY

The water tank shall be a poly water tank with a capacity of 300 gallons.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thicknesses. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity

during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered. Tank construction shall conform to applicable NFPA standards.

The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom.

NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

TANK TO PUMP CONNECTION

A 3" PVC pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

PUMP TO TANK CONNECTION

A 2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 12 gallons.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

A 3/4" PVC fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer

shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance with SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets

Wiring between the cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and shall meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink and or a sealed connector.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall utilize a weatherproof strain relief.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind all electrical appliances to allow them to be pulled away from their mounting area for inspection and service work

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per the requirements of NFPA.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harnesses shall be connected with Deutsch type quick connectors.

CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console shall feature a single row of havis style plates on a bolted down lid.

CONSOLE MAP BOX

There shall be a map box attached to the rear of the console. The map box shall be painted to match the console.

The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint.

BATTERY SWITCH - MASTER DISCONNECT

A battery disconnect switch controlling the 12-volt power supply from the battery system shall be located conveniently near the driver.

IDENTIFICATION LIGHTS

LED identification lights shall be installed on the vehicle as required by applicable highway regulations. All lights shall be 3/4" grommet mount type.

LICENSE PLATE BRACKET

A license plate bracket with a Tecniq L110 LED light shall be provided at the rear of the apparatus.

DOT LIGHTING

There shall be four (4) Truck-Lite brand 60 series lights mounted in the provided cutouts in the rear bumper. The lights shall function as the Stop, tail, and turn signals. The lights shall also have back-up lights integrated into the housing. The lights shall be mounted using screws.

FRONT BUMPER -- GROUND LIGHTS

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

CAB GROUND LIGHTS

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

GROUND LIGHTS - UNDER REAR STEP

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

PIONEER FLOOD/SPOT SURFACE MOUNT LIGHTHEAD

Two (2) Whelen Pioneer Plus™ Model # PCPSM1C shall be provided and installed on the apparatus. The light head shall have a chrome housing.

SCENE LIGHTING

One (1) FIRETECH Mini Brow lights shall be installed on the apparatus. Model number FT-MB-21-FT-B shall be mounted on the apparatus. The lights housing shall be black in color and the length of the light shall be 27".

DOOR OPEN WARNING LIGHT

A door open warning light shall be installed on cab dash. The light shall be a flashing LED light with a red lens. The light shall include a label, "Do Not Move Apparatus When Light is ON".

"DOOR OPEN" AND EQUIPMENT OPERATION ALARM

A buzzer or alarm shall be installed in cab to indicate "doors open" or equipment operation on the apparatus. The buzzer shall operate when parking brake is released. The light shall include a label, "Do Not Move Apparatus When Light is ON".

RADIO ANTENNA INSTALLATION

There shall be one (1) radio antenna installed on the apparatus and routed to the cab center console.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus

when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag).

The wig wag shall be triggered by the siren controller slide switch position 3.

ELECTRONIC SIREN

Whelen CenCom Core C399 shall be installed. The following features shall be included

WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons.

WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

The specified Whelen Core shall include an OBD 2 install kit #C399K5 for a Ford chassis.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

ZONE A FRONT UPPER -- LIGHTBAR

One (1) Whelen Model # TB2DDEE Cenator series light bar shall be installed on the apparatus, the light bar shall be 54" long. The lightbar shall feature six (6) forward facing red/white lights. The light bar shall also feature two (2) forward facing take-down LED lights and two (2) LED alley lights.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-Series model# M4D warning lights shall be installed in the lower front area of the cab. The warning lights shall feature a split dual color red/white combo.

The specified Whelen M4 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE B AND D -- FRONT INTERSECTION WARNING LIGHTS

Two (2) Whelen M4 Series Model # M4V2R combination 180° warning/perimeter light shall be provided.

The specified Whelen M4 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE B AND D LOWER MID BODY WARNING LIGHTS

Two (2) Whelen M4 Series Model # M4V2R combination 180° warning/perimeter light shall be provided.

The specified Whelen M4 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen ION series lights, model TLIR shall provided.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen ION series lights, model TLIR shall provided.

TRAFFIC ADVISOR

A Whelen Traffic Advisor™ model # TAM65 shall be provided. The traffic advisor shall incorporate a rectangular extruded black powder coated aluminum chassis with six amber TIR6™ Super-LED® lights with waterproof connectors.

FRONT MOUNTED ELECTRIC WINCH

A Warn Winch Company 16,500 pound capacity, 12-volt electric winch system shall be installed on the front of the apparatus with a 4 way roller shall be installed to guide the cable. It shall have forward and reverse gears, a three stage planetary gearing and a sliding ring gear clutch that will permit free-spooling for quick unwinding of cable.

The winch shall be controlled with a push button device attached to a twelve foot (12') control cable and weatherproof receptacle. The winch shall include 90' of 7/16" steel cable.

BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the

base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint. The final color combination shall be determined in pre-con.

The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint.

TOUCH-UP PAINT

Touch-up paint shall be furnished with the completed truck at final delivery.

STRIPING PACKAGE- SINGLE 4" STRIPE

There shall be a single 4" reflective stripe installed one on each side of the apparatus. The stripe is limited to single color only.

HARD SUCTION HOSE STORAGE

There shall be storage for two (2) 8' sections of 2.5" hard suction and one 7' sections of 2.5 hard suctions with barrel strainer located above the pump operators panel. The compartment shall feature a drop down door with a thumb latch.

ALUMINUM TREADPLATE DOOR

There shall be a drop down aluminum diamond plate door installed.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

WHEEL CHOCKS

Two (2) Zico Model AC-1, aluminum wheel chocks shall be provided on the apparatus.

5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

REFLECTOR

A set of three (3) triangular reflectors shall be provided.



AGENDA ITEM #9B

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 6, 2024

SUBJECT: Resolution No. 11, Series of 2024: A Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives

PRESENTED BY: Laurie Simonson, City Administrator

ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Staff requests that the City Council approve Resolution No. 11, Series of 2024, a Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives.

II. BACKGROUND INFORMATION:

At the City Council's goal setting session on April 26, 2022, the council identified employee retention as one of its goals. Specifically, the council stated that retaining a sustainable city team with the bandwidth to respond to citizen issues was a top priority.

Due to the city's proximity to Summit and Eagle counties, the city competes with wealthier communities for employees. Employee retention is a priority because each of the city's departments are already critically lean. Being understaffed causes rapid burn-out and fatigue amongst city employees. As former City Administrative Services Manager Sarah Dae noted on her departure from the city, city staff are experiencing stress as workloads continue to pile up. Dae stated: "The burnout is real."

Given this situation, the city has a critical need to retain its current employees. As a partial means to address this issue, the council decided to offer employee retention incentives and, on May 5, 2022, passed Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act ("ARPA") Funds for Employee Retention Incentives and authorized the expenditure of \$264,000 in ARPA funds over a three-year period. (See Attachment 1.) This Resolution provided an initial allotment of incentives for employees (not including reserves) who were in good standing and who had had six months of continuous city employment as of August 11, 2022, a second allotment of incentives for employees (not including reserves) who were in good standing, who received a first allotment and who had remained in continuous city employment as of August 11, 2023 and a third allotment of incentives for employees (not including reserves) who are in good standing, who received a first allotment and who have had remained in continuous city employment as of August 11, 2024. "Good standing" means that the employee has been in a work status (except family medical leave (FMLA) or approved paid time off (PTO, bereavement leave etc.)) and has no termination action pending or completed investigation with a recommendation for termination.

At the time the council passed this Resolution, it recognized that the city might subsequently hire new employees that would not be covered by this retention incentives program. At that time, the council decided to see how the program played out and to determine at a later date if new employees should be added to the program.

In August 2023, all the employees who received the first allotment of incentives received the second allotment. At that time, there were ten new full-time and two new part-time employees who did not receive the first allotment but who had been employed with the city for six months as of August 11, 2023. These "gap" employees are not currently included in the incentive program. Staff recommends extending the employee retention incentives program to the current gap employees and future new employees who fit the criteria.

The City of Leadville has been allotted and has received a total of \$720,871 in ARPA funds. These funds must be committed by December 31, 2024 and spent by December 31, 2026. For the employee retention incentive program, the city allocated ARPA funds as follows:

Year one: \$75,000

Year two: \$75,000

Year three: \$114,000

Because of attrition, the city has actually spent \$124,151.50 for the first two years (\$25,848.50 under budget). In addition to the retention incentives, the city has committed \$237,470 of ARPA funds to local organizations. Therefore, the city has committed a total of \$475,621.5 of ARPA funds as of this date which leaves \$245,249.50 remaining after all commitments are filled.

These retention incentives would be entirely additive to the employee's regular compensation. The city's most important resource is its employees. As Mayor Labbe pointed out during the city's goal setting, a city may have all the best snow removal equipment or police cars possible but this equipment is pointless if there is no one to operate it. In order to provide vital services to our community, the city needs a stable workforce. This incentive program is one way to achieve that goal.

III. **FISCAL IMPACTS:**

The fiscal impact of providing the retention incentive to current employees who have been with the city for six months as of August 11, 2023 would be \$22,000 for each of the two allotments (10 full time employees and two part-time employees) for a total of \$44,000. As mentioned above, the actual amount of incentives paid out to date (years 2022 and 2023) is \$25,848.50 under budget. Therefore, adding the current gap employees would not put this program over the amount budgeted. The fiscal impact of adding any additional new employees who meet the criteria in the future is currently unknown because any future new employees would need to meet the criteria before being eligible for the retention incentive (eligible position, time in service and in good standing). Adding future new employees to the program might exceed the \$264,000 initially projected but in no way would exhaust the city's available ARPA funding.

IV. **LEGAL ISSUES:**

Employee retention incentives are one way that the city is authorized to expend its federal American Rescue Plan Act Funds. The U.S. Department of the Treasury's "Overview of the Final Rule for the Coronavirus State & Local Fiscal Recovery Funds American Rescue Plan Act" explained that the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) is a part of the American Rescue Plan (ARPA) which is intended to ensure that governments have the resources needed to: (1) Fight the pandemic and support families and businesses struggling with its public health and economic impacts, (2) Maintain vital public services, even amid declines in revenue, and (3) Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity. In this report, the Treasury explained that ARPA funds can be used for employee retention. Specifically, the report stated that:

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

Supporting and retaining public sector workers. Recipients can also use funds in other ways that support the public sector workforce. These include:

Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.

VI. STAFF RECOMMENDATION:

Staff recommends that the council approve Resolution No. 11, Series of 2024, a Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives which would allow current gap employees and future new employees who meet the criteria to participate in the program.

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. 11, Series of 2024, a Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives."

IX. ATTACHMENTS:

1. Resolution No. 18, Series of 2022, a Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives;
2. Resolution No. 11, Series of 2024, a Further Resolution Authorizing the Expenditure of a Portion of the City's American Rescue Plan Act Funds for Employee Retention Incentives;
3. Employee Retention Incentives Spreadsheet.

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 18
SERIES OF 2022**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF A PORTION OF THE CITY'S
AMERICAN RESCUE PLAN ACT FUNDS FOR EMPLOYEE RETENTION INCENTIVES**

WHEREAS, at the City Council's goal setting session on April 26, 2022, the Council identified employee retention as one of its goals for 2022 and stated that retaining a sustainable City team with the bandwidth to respond to citizen issues was a top priority; and

WHEREAS, currently, the City is at risk of losing a number of employees to other employers in the region; and

WHEREAS, this causes the community a problem because each of the City's departments are already critically lean. For example, the Police Department is currently down to one and a half sworn peace officers, the Streets Department has had at least one vacancy for many months, and the City's Administration Department (licensing, short-term rental compliance, permits, bill payment and budgeting, etc.) is operating below half-staff; and

WHEREAS, these employee shortages are causing rapid burn-out and fatigue amongst City employees; and

WHEREAS, the City has a critical need to retain its current employees to get through this summer as well as to get through the summer of 2023; and

WHEREAS, the City needs to implement measures promptly to ensure employee retention this summer and into next year; and

WHEREAS, one such option is to offer employee retention incentives; and

WHEREAS, employee retention incentives are one way that the City is authorized to expend its federal American Rescue Plan Act Funds ("ARPA"); and

WHEREAS, the City has been allotted a total of seven hundred twenty-one thousand dollars (\$721,000.00) in ARPA funds, and these funds must be committed by 2024 and spent by 2026; and

WHEREAS, the City received the first half of its ARPA funds (\$360,500.00) on June 14, 2021; and

WHEREAS, to date, the City has committed \$170,970 of these funds to local organizations; and

WHEREAS, the City expects to receive the second half of the ARPA funds in June of this year; and

WHEREAS, the City has not budgeted or committed any of its ARPA funds other than the \$170,970; and

WHEREAS, use of a portion of the City's ARPA funds for employee retention creates no on-going or future costs for the City other than those specified for the employee retention incentives; and

WHEREAS, these retention incentives would be entirely additive to the employee's regular compensation, and the incentives are also narrowly tailored to the City's critical need to get through the coming busy summer seasons with multiple events and an increase in requests for permits (temporary use permits, excavation permits, etc.) and requests for staff support throughout all City departments; and

WHEREAS, City Council desires to approve a portion of the City's ARPA funds for the payment of employee retention incentives as set forth in this Resolution.

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

Section 1. The City Council hereby:

- (a) authorizes the expenditure of a portion of the city's American Rescue Plan Act Funds in the amount of \$264,000.00 for employee retention incentives as outlined in the accompanying Employee Retention Incentives Spreadsheet - Option C; and
- (b) authorizes City staff to take all actions necessary to effectuate this action by City Council in accordance with the requirements of ARPA.

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

ADOPTED this 3rd day of May 2022 by a vote of 7 in favor, 0 against,
0 abstaining, and 0 absent.

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk

EMPLOYEE RETENTION INCENTIVE PROPOSAL - OPTION C

Employee Status	Number	First Installment Amount	Second Installment Amount	Third Installment Amount			
		Must be in good standing with six months of continuous employment with the city as of 8/11/2022		Must be in good standing and have received a first installment and remain continuously employed by the city as of 8/11/2023		Must be in good standing and have received a first installment and remain continuously employed by the city as of 8/11/2024	
Full Time:	36	\$2,000.00	\$72,000.00	\$2,000.00	\$72,000.00	\$3,000.00	\$108,000.00
Part time 20 hours and over per week:	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
Under 20 hours per week	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
		First Installment Total:	\$75,000.00	Second Installment Total:	\$75,000.00	Third Installment Total:	\$114,000.00
						GRAND TOTAL:	\$264,000.00

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 11
SERIES OF 2024**

**A FURTHER RESOLUTION AUTHORIZING THE EXPENDITURE OF A PORTION OF THE
CITY'S AMERICAN RESCUE PLAN ACT FUNDS FOR EMPLOYEE RETENTION
INCENTIVES**

WHEREAS, at the City Council's goal setting session on April 26, 2022, the Council identified employee retention as one of its goals and stated that retaining a sustainable city team with the bandwidth to respond to citizen issues was a top priority; and

WHEREAS, the City of Leadville ("City") has a difficult time competing with employers in the region and this causes the community a problem because each of the City's departments are already critically lean; and

WHEREAS, these employee shortages are causing rapid burn-out and fatigue amongst City employees; and

WHEREAS, in order to address these issues, on May 5, 2022, the City Council passed Resolution 18, Series of 2022 which authorized committing \$264,000 of its federal American Rescue Plan Act Funds ("ARPA") over the course of three years for employee retention incentives; and

WHEREAS, the City has been allotted a total of \$720,871.00 in ARPA funds, and these funds must be committed by December 31, 2024 and spent by December 31, 2026; and

WHEREAS, employee retention incentives are an authorized use under the plan; and

WHEREAS, Resolution 18, Series of 2022 provided retention incentives for employees working for the City as of May 2022, it did not address retention incentives for employees employed after that date;

WHEREAS, during the deliberation on Resolution 18, Series of 2022, the City Council recognized this potential gap and decided to pass the Resolution and address the potential gap at a later date; and

WHEREAS, the City still has \$245,249.50 in uncommitted ARPA funds remaining;

WHEREAS, the City desires to add new and future new employees who meet the criteria to the employee retention incentives program;

WHEREAS, these retention incentives would be entirely additive to the employee's regular compensation, and the incentives are also narrowly tailored to the City's critical need for staff support throughout all City departments; and

WHEREAS, City Council desires to approve a portion of the City's ARPA funds for the payment of employee retention incentives as set forth in this Resolution.

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

Section 1. ____ The City Council hereby:

- (a) authorizes the expenditure of a portion of the city's American Rescue Plan Act Funds for employee retention incentives to include new and future new employees who meet the criteria; and
- (b) authorizes City staff to take all actions necessary to effectuate this action by City Council in accordance with the requirements of ARPA.

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

**ADOPTED this 6th 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

EMPLOYEE RETENTION INCENTIVE PROPOSAL - OPTION C							
Employee Status	Number	First Installment Amount		Second Installment Amount		Third Installment Amount	
		Must be in good standing with six months of continuous employment with the city as of 8/11/2022		Must be in good standing and have received a first installment and remain continuously employed by the city as of 8/11/2023		Must be in good standing and have received a first installment and remain continuously employed by the city as of 8/11/2024	
Full Time:	36	\$2,000.00	\$72,000.00	\$2,000.00	\$72,000.00	\$3,000.00	\$108,000.00
Part time 20 hours and over per week:	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
Under 20 hours per week	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
		First Installment Total:	\$75,000.00	Second Installment Total:	\$75,000.00	Third Installment Total:	\$114,000.00
						GRAND TOTAL:	\$264,000.00



AGENDA ITEM #9C

CITY COUNCIL COMMUNICATION FORM

MEETING DATE: February 6, 2024

SUBJECT: Ordinance No. 1, Series of 2024: An Ordinance of the City Council of the City of Leadville Amending Chapter 5.04 of Title 5 of the Leadville Municipal Code, Regulating the Rental, Leasing, or Guiding of Off-Highway Vehicles (first reading)

PRESENTED BY: Laurie Simonson, City Administrator

- ORDINANCE
 RESOLUTION
 MOTION
 INFORMATION
-

I. **REQUEST OR ISSUE:**

Before the City Council for consideration on first reading is Ordinance No. 1, Series of 2024 (“Ordinance”), which would Amend Chapter 5.04 of Title 5 of the Leadville Municipal Code, Regulating the Rental, Leasing, or Guiding of Off-Highway Vehicles (“OHVs”) within the City of Leadville (“City”).

II. **BACKGROUND INFORMATION:**

On January 3, 2023, the City Council passed a temporary moratorium on issuing new business licenses for the rental, leasing, or guiding of OHVs within the City. (See Attachment 1.) This moratorium did not affect the two existing OHV business licenses within the City limits. The purpose of this moratorium was to maintain the status quo until the City could replace the moratorium by a subsequent legislative enactment.

The City’s Comprehensive Plan recognizes the importance of tourism’s contribution to the economy by bringing outside money into Leadville and Lake County and by showcasing Leadville and Lake County to other areas. The Comprehensive Plan also supports efforts to connect the City to neighborhoods and destinations in the unincorporated County while balancing safety and emergency services. The City has recognized the importance of establishing the appropriate balance between the varying goals in the City’s Comprehensive Plan of attracting new businesses, supporting existing businesses, encouraging tourism, and promoting businesses that

serve both local residents and visitors and that augment the inventory of businesses within the City serving the day-to-day needs of residents.

Ordinance No. 1, Series of 2024 which amends Chapter 5.04 of Title 5 of the Leadville Municipal Code, regulating the rental, leasing, or guiding of OHVs within the City accomplishes this goal by balancing the need for the existing OHV businesses while reducing the impact of OHVs in our community by capping the number of business licenses for this purpose at two licenses. The City desires to limit the further impact of OHV noise and traffic in the community to promote the health, safety and welfare of its citizens.

III. FISCAL IMPACTS:

N/A

V. LEGAL ISSUES:

The City Council is authorized pursuant to Colorado Revised Statutes (“C.R.S.”) § 31-15-501 to license and regulate any lawful occupation, business place, amusement, or place of amusement and to fix the amount, terms and manner of issuing and revoking licenses issued therefor. Title 5, section 5.04.010 of the Leadville Municipal Code (“Code”) requires that “every person, firm, partnership, corporation or other business entity must obtain a business license from the city before operating, conducting or carrying on any for-profit retail trade, profession or business within the city.” The City Council possesses the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety and welfare of the citizens of Leadville.

VI. STAFF RECOMMENDATION:

Staff recommends adopting Ordinance No. 1, Series of 2024 on first reading and schedule a second reading for a date certain.

VII. COUNCIL OPTIONS:

Council may take one of the following actions:

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

VIII. PROPOSED MOTION:

“I move to adopt Ordinance No. 1, Series of 2024, Amending Chapter 5.04 of Title 5 of the Leadville Municipal Code, Regulating the Rental, Leasing, or Guiding of Off-Highway Vehicles within the City of Leadville on first reading. I further move to schedule second reading for City Council’s regular meeting on March 19, 2024.”

IX. ATTACHMENTS:

1. Ordinance No. 1, Series of 2023;
2. Ordinance No. 1, Series of 2024.

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2023**

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON
THE ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY NEW
BUSINESS LICENSES FOR THE RENTAL, LEASING, OR GUIDING
OF OFF-HIGHWAY VEHICLES IN THE CITY OF LEADVILLE**

WHEREAS, the City Council of the City of Leadville (“City Council”) possesses the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety and welfare of the citizens of Leadville; and

WHEREAS, the City Council is authorized pursuant to C.R.S. § 31-15-501 to license and regulate any lawful occupation, business place, amusement, or place of amusement and to fix the amount, terms, and manner of issuing and revoking licenses issued therefor; and

WHEREAS, 5.04.010 of Title 5 of the Leadville Municipal Code (“Code”) requires that “every person, firm, partnership, corporation or other business entity must obtain a business license from the city before operating, conducting or carrying on any for-profit retail trade, profession or business within the city”; and

WHEREAS, the City Council is further authorized pursuant to C.R.S. § 33-14.5-110 to regulate the operation of off-highway vehicles (“OHV”) on public lands, water, and property under its jurisdiction and on streets and highways within its boundaries by appropriate ordinance if such regulations are not inconsistent with state law; and

WHEREAS, the Comprehensive Plan recognizes the importance of tourism’s contribution to the economy by bringing outside money into Leadville and Lake County and by showcasing Leadville and Lake County to other areas; and

WHEREAS, the Comprehensive Plan also supports efforts to connect the City to neighborhoods and destinations in the unincorporated County while balancing safety and emergency services; and

WHEREAS, Lake County previously adopted ordinance No. 12-02 approving all County Roads designated for multi-purpose use which includes the regulation of OHVs; and

WHEREAS, Lake County is undertaking a comprehensive review of both current and future uses of OHVs; and

WHEREAS, the City Council desires to develop fair, clear OHV licensing regulations in accordance with the goals and strategies set forth in the City's Comprehensive Plan at or around the same time as Lake County is developing its OHV regulations; and

WHEREAS, the City recognizes the importance of establishing the appropriate balance between the varying goals in the City's Comprehensive Plan of attracting new businesses, supporting existing businesses, encouraging tourism, and promoting businesses that serve both local residents and visitors and that augment the inventory of businesses within the City serving the day-to-day needs of residents; and

WHEREAS, pursuant to the authority stated herein, the City Council finds that a temporary moratorium until and including Thursday, January 18, 2024 on the issuance of new business licenses for the guiding, rental, or leasing of OHVs, as defined in this Ordinance, is reasonable and necessary to allow the City time to properly investigate, develop, and, if appropriate, adopt and implement new or revised regulations concerning OHVs necessary to best preserve the health, peace, and safety of the City.

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

Section 1. Recitals. The foregoing recitals are hereby adopted as findings of the City Council and are incorporated herein by this reference.

Section 2. Moratorium. No applications for new business licenses for the guiding, rental, or leasing of OHVs under Title 5 of the Code shall be accepted, reviewed, considered, or approved until such time as this Ordinance is terminated or repealed, unless otherwise expressly provided by this Ordinance. For the purpose of this Ordinance, "guiding" shall mean the provision of guided OHV tours. The provisions of this Ordinance are temporary in nature and intended to be replaced or repealed by a subsequent legislative enactment. The temporary moratorium established by this Ordinance shall automatically terminate and this Ordinance shall automatically be repealed as of **11:59 P.M. on Thursday, January 18, 2024**, unless terminated earlier by City Council or extended in its duration by the enactment of another ordinance. Nothing contained in this Ordinance shall be construed to limit or preclude the City Council from termination, repeal, amendment, or modification of this Ordinance prior to the date and time of expiration and repeal.

Section 3. Definition. "Off-highway vehicle" means any self-propelled vehicle which is designed to travel on wheels or tracks in contact with the ground, which is designed primarily for use off of the public highways, and which is generally and commonly used to transport persons for recreational purposes. "Off-highway vehicle" does not include the following:

1. Vehicles designed and used primarily for travel on, over, or in the water;
2. Snowmobiles;
3. Military vehicles;
4. Golf carts;
5. Vehicles designed and used to carry disabled persons;
6. Vehicles designed and used specifically for agricultural, logging, or mining purposes; or
7. Vehicles registered pursuant to Article 3 of Title 42, C.R.S.

Section 4. Preservation of Status Quo and Violation. Any person or entity that has received a business license from the City prior to the effective date of this Ordinance may continue to rely on such licenses throughout the duration of this Ordinance. Any person who violates this Ordinance may be subject to the general penalty provisions of the Leadville Municipal Code and enforcement action in Leadville Municipal Court.

Section 5. Remaining provisions. Except as specified in this Ordinance, all other provisions of the Leadville Municipal Code shall continue in full force and effect. This Ordinance makes no amendments to the Leadville Municipal Code and temporarily suspends the provisions specified herein only.

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this ordinance.

Section 8. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Leadville, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 9. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this 3rd day of January, 2023 by a vote of 5 in favor and 1 against.
1 absent

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk

PUBLISHED in full in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, on this 12th day of January, 2023.

PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED,
with any amendments, this 7th day of Feb., 2023.



ATTEST:



Deputy City Clerk

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

PUBLISHED by title only in The Herald Democrat, a newspaper of general circulation in the City of Leadville, Colorado, following final reading on this 16th day of February, 2023.

**CITY OF LEADVILLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
AMENDING CHAPTER 5.04 OF TITLE 5 OF THE LEADVILLE MUNICIPAL CODE,
REGULATING THE RENTAL, LEASING, OR GUIDING OF OFF-HIGHWAY
VEHICLES**

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 33-14.5-101, *et seq.*, addresses off-highway vehicle (“OHV”) regulations in this state;

WHEREAS, pursuant to C.R.S. § 33-14.5-110, the City Council of the City of Leadville (“City Council”) is authorized to regulate OHVs on public lands, water and property under its jurisdiction and on streets and highways within its boundaries by appropriate ordinance if such regulations are not inconsistent with state law;

WHEREAS, the City Council is authorized to license and regulate any lawful occupation, business place, amusement, or place of amusement and to fix the amount, terms, and manner of issuing and revoking licenses issued therefor, pursuant to C.R.S. § 31-15-501;

WHEREAS, by Ordinance No. 1, Series of 2023, adopted on final reading February 7, 2023, the City of Leadville (“City”) imposed a moratorium on the City’s issuance of new business licenses for the rental, leasing or guiding of OHVs as a temporary measure until the City could replace the moratorium by a subsequent legislative enactment; and

WHEREAS, to promote the public health, safety and welfare, the City is prepared to enact the following limitations on businesses renting, leasing, or guiding of off-highway vehicles within the City.

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

Section 1. Section 5.040.02 within Chapter 5.14 of Title 5 of the Leadville Municipal Code is hereby amended by the addition of a new subsection (H) to read as follows:

5.04.020 - Application and license requirements.

* * *

H. OHV license limitation. As part of the City’s regulation of businesses with the City and in order to protect the public health, safety and welfare, no more than two (2) businesses may be licensed for the purpose of renting, leasing, or guiding of off-highway vehicles within the City.

1. For purposes of this limitation, the following terms have the following meanings:

- a. “Guiding” means the provision of guided OHV tours.
- b. “Off-highway vehicle” or “OHV” means any self-propelled vehicle that is designed to travel on wheels or tracks in contact with the ground, designed primarily for use off of the public highways, and generally and commonly used to transport persons for recreational purposes, as defined in C.R.S. § 33-14.5.101(3), as amended, currently defined as *including* surplus military vehicles as defined in C.R.S. § 42-6-102, and currently defined as *excluding* all-terrain vehicles, as defined in C.R.S. § 42-6-102, vehicles designed and used primarily for travel on, over, or in the water, snowmobiles, golf carts, vehicles designed and used to carry individuals with disabilities, vehicles designed and used specifically for agricultural, logging, or mining purposes, vehicles registered pursuant to Article 3 of Title 42, C.R.S., or a surplus military vehicle, as defined in C.R.S. § 42-6-102(20.5), that is owned or leased by a municipality, county, or fire protection district, as defined in C.R.S. § 32-1-103(7), for the purpose of assisting with firefighting efforts, including mitigating the risk of wildfires.
- c. “Renting” or “leasing” means entering into an agreement, written or otherwise, between a customer and a business to allow the customer temporary use of the business’ OHV in exchange for some form of consideration.

2. This business license limitation shall not be construed to prohibit the lawful operation of properly registered off-highway vehicles that are not rented, leased or guided by a business in the City.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this 6th day of February, 2024.

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

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

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

CITY OF LEADVILLE, COLORADO

Dana Greene, Mayor

ATTEST:

Hannah Scheer, City Clerk

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

February 2024

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

March 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	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
4:30pm - 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