

# **CITY OF LEADVILLE**

800 HARRISON AVE. LEADVILLE, CO 80461

# **REGULAR COUNCIL MEETING AGENDA**

Tuesday April 18th, 2023 6:00 P.M.

Council Chambers & Zoom

https://leadville-co-gov.zoom.us/i/83526944548?pwd=aEdidGtpNIEyZmt5YVQ1bDBQbnN4dz09

## Meeting ID: 835 2694 4548

## Passcode: 80461

**Dial by your location** 

## +1 719 359 4580 US

6:00 pm	1.	Call to order of Regular Meeting of City Council
	2.	Roll Call
	3.	Approval of Agenda
	4.	Housekeeping Matters
	5.	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 send a message in the chat section or raise their hand in the participant's section of Zoom or in person. Staff 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> , public input will be heard prior to a vote being taken on the matter.
6:15 pm	6.	Consent Agenda:
•		<b>A.</b> Approval of April 4th, 2023 Minutes
6:20 pm	7.	Department Reports:
		A. City Administrator's Report
		B. Police
		C. Fire
		D. Streets
		E. Animal Shelter
		F. Deputy City Clerk - Licenses Report
		G. Building Department
		H. Planning Department
		I. Sales Tax Comparisons
		J. Financials
		K. Bills
7:20 pm	8.	Action Items:
		A. 2023 Pride Parade Temporary Use Permit
		<b>B.</b> Joey Edwards Appointment to Planning and Zoning Comissioner



		<ul> <li>C. Resolution No. 8, Series of 2023 - Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning Law Enforcement Mutual Aid</li> <li>D. Resolution No. 9, Series of 2023 - E911 Board Intergovernment Agreement</li> </ul>
8:00 pm	9.	Public Meetings Planner
	10.	Mayor's Report
	11.	Council Reports
8:15 pm	12.	Adjournment



**CITY OF LEADVILLE** 

800 HARRISON AVE. LEADVILLE, CO 80461

## **REGULAR COUNCIL MEETING MINUTES**

Tuesday, April 4, 2023 6:00 P.M.

**Council Chambers & Zoom** 

- **1.** Call to order of regular council meeting at 6:02 p.m.
- 2. Roll call:
  - a. Present: Mayor Labbe, CM Hill, CM Luna-Leal, and CM Grant. MPT Greene CM Forgensi, CM Lauritzen
    - **b.** Absent: None

**Staff Members Present:** Administrative Assistant Lori Tye, Planning Director Chapin LaChance, City Administrator Laurie Simonson, and Assistant City Attorney Carmen Jackson-Brown

- **3.** Approval of the agenda: CM Hill moved to approve the agenda, and CM Forgensi seconded. All present were in favor.
  - a. Agenda Revisions: CM Lauritzen requested a discussion about LURA budget as item 7D

## 4. Housekeeping Matters:

- **a.** City Administrator Simonson said City Attorney Christiana McCormick is out this evening, Carmen Jackson-Brown is present to advise on matters
- b. Attorney Jackson-Brown clarified that 8A does not require a public hearing
- c. CM Forgensi thinks we are taking too long to decide between a percentage and a numerical value regarding the cap on short-term rentals and have much more we need to refocus on. What does it mean to advance our mission in other areas Parking, sidewalks, affordable housing, etc.
- **d.** Mayor Labbe mentioned Ski Cooper has brought back the Easter Egg Hunt and will take place at 9:00 am on 4/9/2023.
- e. Mayor Labbe mentioned the State of the Community at the Freight went really well. 150 people came out.

## 5. Public comments for items not on the agenda:

**a.** Steve Prestache – Feels input from the public has been taken away and statements have been minimized. Said he the city government is more of an autocracy and not a democracy. Stated that this is a charisma-based government that is dangerous. Unsure how to get back on track as to how to value citizen impact.

## 6. Consent Agenda:

CM Luna-Leal **moved** to remove Minutes from the consent agenda, CM Hill **seconded**. All present were in favor.

Revisions: Remove Mayda Silver on Staff Members Present

CM Hill **moved** to approve the Minutes of 3/21/2023 with the above revision; CM Luna-Leal **seconded**. All present were in favor.

## 7. Presentations & Requests:

- a. Leadville History Month Proclamation
  - i. Mayor Labbe made a proclamation that April is Leadville History Month.

## b. Xcel Energy Presentation Regarding Work this Season

- i. Nathan Steele with Xcel Energy presented a construction plan for 2023
- ii. Completing a multi-year natural gas system project in unincorporated Lake County and Leadville
- iii. Project allows them to provide safe, reliable service, and enhances system resiliency to extreme weather
- iv. Have installed 13.4 miles of main and 1,114 service renewals to date
- v. April 18<sup>th</sup> from 3:30 p.m. 5:30 p.m. there will be an open house, the venue is to be determined

## c. Tabor Opera House Update – Sarah Dae

- i. Full board has been seated for up to 11 members
- **ii.** Strategic plan and refresh for the board that will feed into a feasibility capital campaign study
- iii. Looking at a \$25 million-dollar internal rehab
- iv. Strategize on timing and important pieces
- v. November 20<sup>th</sup>, 2029 will be the 150<sup>th</sup> Anniversary and hopes to have some kind of grand opening
- vi. Event about the Lost Miners of Leadville on April 26<sup>th</sup>, need to register in advance, will have panelist discussion
- vii. Save the Tabor 6 course meal fundraiser will be held at the Silver Dollar Saloon; \$120 per person; 72 tickets available
- viii. Tabor Youth Collective workshop series two-week summer workshop and will perform at the end of the two weeks
- ix. Summer Season tickets are online; VIP subscriptions available
- **x.** One of the shows will be the "Putnam County Spelling Bee;" there will also be a comedian
- xi. Community events partnering with Mainstreet after the summer season

## d. LURA Budget

- i. CM Lauritzen said it came to her attention that there was an issue with hiring a consultant for LURA. Thought that the money appropriated last year would roll over, but it didn't. Now they can't afford to hire a staff person or a consultant and is wondering what happened.
- **ii.** City Administrator Simonson clarified that budget numbers do not roll over. What was approved for 2023 was a \$30,000 placeholder with the idea that LURA is eventually to become self-sustaining. Received an invoice from the current consultants for about \$11,000 and the Mayor received some information that says LURA is receiving tax increment money and once the disbursements are made to the various entities that it is obligated to pay, there is no money left. The tax increment money coming in is not

enough to pay its bills. They can certainly use the \$30,000 set aside in the City budget, but to keep in mind the current consultant bill is 1/3 of the LURA budget.

- iii. Requested LURA board approve the invoice before the City pays it.
- iv. CM Lauritzen asked if the City can provide more funds to keep LURA afloat till the end of the year. Mayor Labbe stated that's what the \$30,000 was set aside for.
- v. Received \$59,000 to the LURA account in 2022 with \$14,000 remaining from the year before. Received another \$30,000 on March 7<sup>th</sup>. Due to receive \$153,000 in 2023 as projected by the assessor's office. Urban Renewal Authorities are reassessed every year.
- vi. If the board approves the invoice of \$11,000 the City will pay it from the \$30,000 set aside for LURA.
- e. City Administrator Report Laurie Simonson updated the City Council regarding the following:
  - i. Introduced Michelle Meroney as a new administrative assistant supporting herself and the Finance Director.
  - ii. Updated City's organization chart
  - iii. Working with the County on the e911 board to have an intergovernmental agreement. Cost sharing will be pro-rated for 2023 based on calls originating within the city limits after calculating an average based on the last 5 years of information.
  - iv. May 9th City Council Work Session regarding sandwich boards on Harrison
  - v. Town Hall regarding a new Chief of Police will be held at the Freight

## 8. Action Items:

- a. Elevated Quality Wholesale Cultivation License Renewal
  - i. CM Hill **moved** to approve the renewal of the cultivation license; CM Luna-Leal **seconded**. All present were in favor.
- b. Resolution No. 7, Series of 2023 Approving a Temporary Construction and Access Easement Agreement with LTF Real Estate Company, Inc. for the Installation and Construction of Temporary Fencing and a Stair Tower Related to Phase 3 of the Tabor Opera House Rehabilitation of Exterior Envelope Project
  - i. CM Luna-Leal **moved** to adopt Resolution No. 7, Series of 2023; CM Hill **seconded**. All present were in favor.
- c. Resolution No. 8, Series of 2023 Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning Law Enforcement Mutual Aid
  - i. CM Luna-Leal **moved** to continue the conversation of Resolution No. 8, Series of 2023 at the next regular City Council meeting on April 18<sup>th</sup>. 2023; MPT Greene **seconded**. All present were in favor.

## 9. Public Meetings Planner: N/A

## **10.** Mayor's Report:

- a. Historic Preservation Commission Open Houses:
  - i. April 11<sup>th</sup> and May 9<sup>th</sup> both at 5:00 pm
  - ii. Type III Engine arrived at the Fire Department

iii. Station II awards ceremony had a great turnout – there will be a ribbon cutting and open house for Station II at a date to be determined.

## **11.** Council Reports:

- a. CM Luna-Leal
  - i. Homelessness Subcommittee of the Housing Coalition is finalizing the report. Kristi Galarza met with the Regional Housing Authority to discuss the future plans and will be in the form of a presentation in an upcoming City Council meeting.
  - ii. Strategic Planning meeting with Regional Housing Authority very interested in increasing programming, not just building homes. Outlined values to future goals that they might have. County Manager Bergman did a great job facilitating the conversation. They are in talks with the school district to finalize the transfer of land and working with the County to see if there is any other potential use of land that they could use for the DOLA Grant. There is a lot of interest in the board's open seats, anyone is welcome to apply. The next meeting is April 19<sup>th</sup> at 5:30 pm.
- **b.** MPT Greene would like us to consider bringing back the public commentary at the end of the city council meetings. It would be helpful for the public to have comment about a topic discussed in the meeting that evening. Mayor Labbe agrees and it will be added to the agenda in the future.
- **c.** CM Forgensi said it's a step in the right direction regarding the Leadville Police Department and Lake County Sheriff's Office Intergovernmental Agreement. Will not be in attendance at the April 11<sup>th</sup> work session regarding short-term rentals. Would like to advance the mission somewhere other than short-term rental numbers.
- **d.** CM Lauritzen will not be at the April 11<sup>th</sup> work session.
- e. MPT Greene will be away working on April 11<sup>th</sup>
- **f.** Mayor Labbe asked that they make a decision regarding the short-term rental work session due to several City Council members planning to be absent.
- g. Short-term rental work session moved to April 25th
- **h.** City Administrator Simonson has a flyer from C4 anyone having energy efficient issues should contact C4

## Adjournment: 7:44 p.m.

APPROVED this 18th day of April by a vote of <u>in</u> in favor<u></u>against, <u>shows</u> abstaining, and <u>shows</u> absent.

CITY OF LEADVILLE, COLORADO

ATTEST:	
By	

Deputy City Clerk

# Leadville Police Department

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



Kenneth Chavez, Interim Chief of Police Greg Labbe, Mayor

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

FROM: Leadville Police Officers

SUBJECT: Leadville Police Department: March, 2023

- <u>Staffing:</u>
  - The Police Department has one opening at this time for a full-time officer and are accepting applications.
- <u>Highlights:</u>
  - o LPD staff patrolled the weekend of Ski Joring.
  - Officer Caraveo received a compliment from city council member Dana Greene. She witnessed an interaction between Officer Caraveo and an individual with a dog at the ski joring event.

## **MONEY RECEIVED FOR THE MONTH:**

\$325.00	(11) Parking Tickets
\$235.00	(4) VIN Inspections / 5 <sup>th</sup> Judicial District Checks / () Records Requests / (4) Fingerprints/
	(1) Sex Offender Registrations
\$135.00	<u>(2) Police Surcharge – (3) VIN Convenience Fee</u>
\$695.00	Total

## ACTIVITY:

- Registered Sexual Offenders that reside in The City of Leadville: 17
- Sex Offenders registered this month: 1
- Incident Reports: 38
- Citations/Tickets/Summons: 3
  - o Municipal Court: 1
  - o County Court: 2
- Number of Juveniles put into Diversion: 1
- Number of Persons Taken In-Custody: 3
  - o Warrant: 1
  - o Assault:2

## LEADVILLE POLICE DEPARTMENT OFFICERS AND STAFF:

Perla Flores, Administrative Supervisor: Records/Getac/Sexual Offender Coordinator/fingerprints/(Certified) VIN Inspections

Joanna Lopez, Administrative Assistant: Records/Getac/Sexual Offender coordinator/fingerprints/(Certified)VIN Inspections

**Interim Chief of Police Kenneth Chavez** 

Sergeant John Ortega/FTO Sergeant Daniel Breyer – (Part-Time) & Training and Compliance Specialist

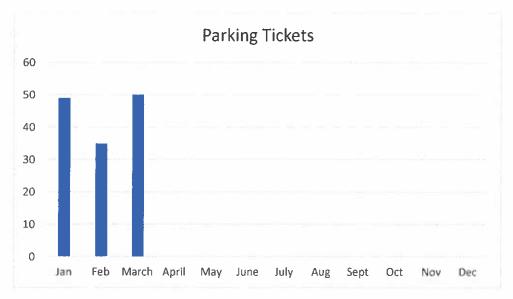
Officer Daniel Hanson - Part-Time /FTO Officer Maria Porzelt Officer Aaron Barnett Officer Brenda Caraveo (In FTO Training)

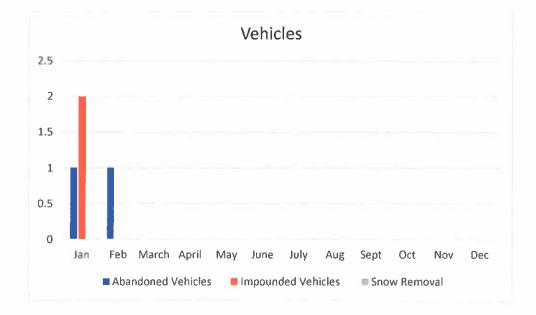
Community Service Officer Natalie Lopez Community Service Officer Destiny Barraza

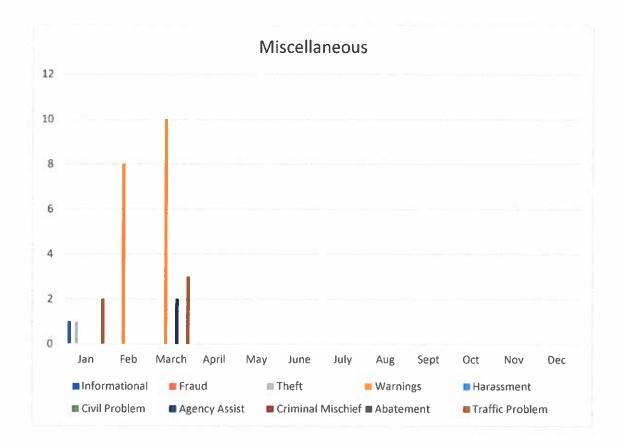
## LPD Fleet

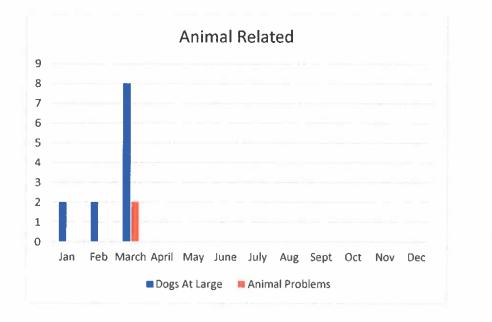
- (2) 2021 Ford Interceptor- Patrol/ 82-14, 82-15
- (3) 2020 Ford Interceptors- Patrol/ 82-11, 82-12, 82-13
- (3) 2016 Ford Interceptors Patrol/ 82-1, 82-4, 82-5,
- (2) 2016 Ford Taurus/ 82-16, 82-17
- (1) 2005 Jeep Liberty CSO / 82-7(inoperable)
- (1) 1999 Trailer Evidence

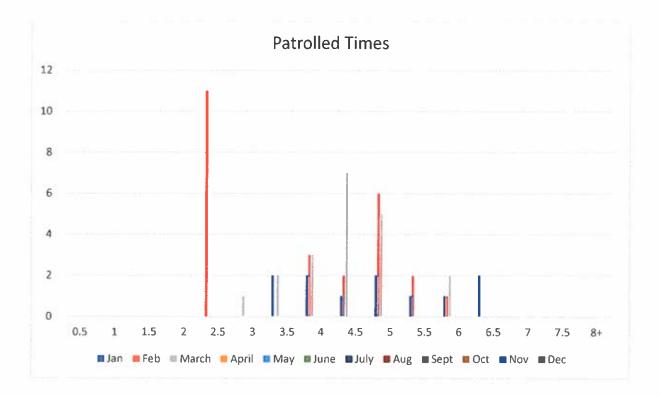
## March CSO Monthly Report

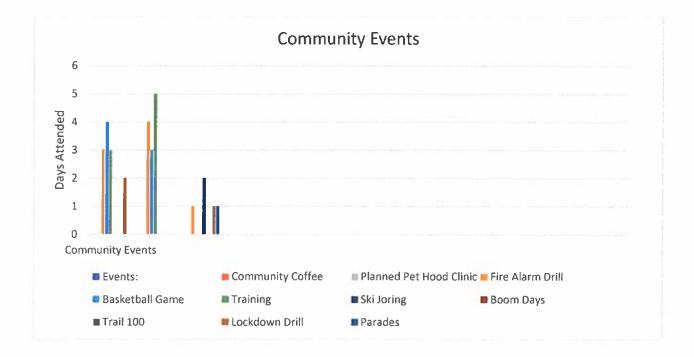












(Minutes)	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
15	4	5	6									
30	2	4	6				_					
45	2	1	8									
60	1	2	3									
90			1									

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

## Leadville Lake County Fire Rescue



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

Monthly Report March, 2023

## CALLS FOR SERVICE

• Please see attached statistics for the month of March

## **DEPARTMENT**

• Station II (Multi-Use Facility); Finish is being completed. Ordering operational needs with community donation funds. A shift is putting together the gear locker storage area, B shift is assisting with VA furniture and C shift is assembling the gym with flooring

• Headwaters Training Facility, (HTC); SCBA confidence course container and one burn room, plans being worked on. Working towards a climate-controlled building with CMC, and plans to finish two sheds donated by CMC to become warming huts

• Apparatus; Type I Spartan is set for the end of May for delivery. Type III final inspection was complete and in service training and equipment for operational use is being done. This will take about a month to complete

## GRANTS

• Awarded \$44,850.00 in February. AFG grant submitted for a micro grant for 12 sets of PPE, (Bunker Gear), in the amount of \$50,000.00. this grant was submitted on Dec 17<sup>th</sup> 2022

• Awarded! Firefighter Safety and Disease Prevention Grant submitted in the amount of \$15,613.00 for an extractor machine for Station II. Reimbursement has been submitted in the amount of \$14,475.00. This has not yet been installed at Station II

- Awarded! House Bill -1194 grant for an additional 5 sets of PPE in the amount of \$14,719.08
- TO DATE; GRANT AND OTHER REVENUE TOTALS FOR 2018, 2022= \$1,748,534.70
- TO DATE; GRANT AND OTHER REVENUE SINCE 2012= \$3,565,110.70
- This revenue does not include minor revenue for services such as the sign program and permits

## **RESIDENT/RESERVE STAFFING**

- We currently have three Residents and one Reserves
- 4 new Resident/Reserves passed their physical assessment test, and completed their 12-hour ride a-longs with each shift. Background and medical physicals were complete and a date has been set for April 1st for them to become part of the organization. Total of 6 living at Station II when it is open.

## PREVENTION/MARSHAL

1. Short Term Rental Inspections: 3

- 2. 6th Street Gym fire systems test.
- 3. Public Events: Senior Center on Fire Safety and Disaster Preparedness

Elks Lodge fire prevention booth

4. Meetings: Poverty Flats on road dimensions

LLCFR Resident & amp; Reserve Meeting

City Hall on STR updates

Planning and Zoning on upcoming developments

Housing Coalition monthly updates

Sheriff's Office continuous updates on investigation

5. Trainings:

Attended week-long conference in Loveland for annual ICC code

classes.

Lexipol internet class on Evidence Collection on the Fire Scene.

Annual Wildfire refresher

6. Inspections/ Plans reviews:

Plan reviews: 37

Special Events: 25

## **OPERATIONS CHIEF/TRAINING/CMC**

- Responded to 78 incidents
- Performed 160 hours of department activities
- Conducted over 139 hours of shift training
- 1 firefighter obtained a Colorado State Driver/Operation certification
- 4 firefighters took Colorado State written exams
- Continued work on developing new department SOP's
- Continued work on setting up a firefighting, EMS, and ISO training system
- Continued work with CMC and their Fire Science program
- Hired 4 new resident/reserve firefighters
- Conducted over 200 hours of administrative work to complete the necessary documentation the State of Colorado requires for an Incident Qualification System audit for wildfire and mutual aid response
- Planned and implemented an Award ceremony, Oath of Office swearing in, and celebration for approximately 120 department members and their families, and local dignitaries

#### Elite Ilcfr

## DD - Monthly Incident Type Report (Summary)

743 - Smoke detector activation, no fire - unintentional	Z	2.0	0 70							
malfunction	2									
<ul><li>700 - False alarm or false call, other</li><li>731 - Sprinkler activation due to</li></ul>	5	2.5								
Incident Type Category (FD1.21): 7 - Fal			1%							
1 11 1 <b>5 0</b> 1 <b>0 0 0 1 1</b>			.0 70	rotai:	0.00	rotal:	0.00	0.00	rotal.	0.00 /
fire agency	Total: 8	Total: 10.2		Total:	0.00	Total:	0.00	Total:	Total	0.00%
661 - EMS call, party transported by non-	5	1.2								
600 - Good intent call, other 611 - Dispatched and cancelled en route	5	6.4								
Incident Type Category (FD1.21): 6 - Go	od Intent Cal	2.5	6%							
	Total: 8	Total: 10.2	6%	Total:	0.00	Total:	0.00	Total: 0.00	Total:	0.00%
555 - Defective elevator, no occupants	1	1.2								
551 - Assist police or other governmental agency	3	3.8	5%							
511 - Lock-out	4	5.1	3%		0.00		0.00	0.00		
Incident Type Category (FD1.21): 5 - Se	rvice Call									
	Total: 7	Total: 8.9	7%	Total:	0.00	Total:	0.00	Total: 0.00	Total:	0.00%
463 - Vehicle accident, general cleanup	2	2.5	6%							
441 - Heat from short circuit (wiring), defective/worn	1	1.2	8%							
424 - Carbon monoxide incident	1	1.2								
412 - Gas leak (natural gas or LPG)	2	2.5	6%		0.00		0.00	0.00		
400 - Hazardous condition, other	1	1.2	8%							
Incident Type Category (FD1.21): 4 - Ha	zardous Con	dition (No Fire)						0.00		
	Total: 42	Total: 53.8	5%	Total:	0.00	Total:	0.00	Total: 0.00	Total:	0.00%
381 - Rescue or EMS standby	1	1.2	8%							
324 - Motor vehicle accident with no injuries.	6	7.6	9%							
322 - Motor vehicle accident with injuries	4	5.1	3%							
321 - EMS call, excluding vehicle accident with injury	20	25.6	4%							
320 - Emergency medical service, other	4	5.1	3%							
311 - Medical assist, assist EMS crew	2	2.5	6%							
300 - Rescue, EMS incident, other	5	6.4								
Incident Type Category (FD1.21): 3 - Re	scue & Emer	gency Medical Service In	cident					0.00		
	Total: 3	Total: 3.8		Total:	0.00	Total:	0.00	Total:	Total:	0.00%
chimney or flue 150 - Outside rubbish fire, other	1	1.23	8%							
	1	1.23	8%		0.00		0.00	0.00		
	1	1.23	8%							
		monuomo						VAN PLE		
Basic Incident Type Code And Description (FD1.21) Incident Type Category (FD1.21): 1 - Fire 100 - Fire, other 114 - Chimney or flue fire, confined to chimney or flue	1		8%	al Prop Loss		Total Cor Loss		Total Loss 0.00	Total Loss Pe of Total	r

#### DD - NFIRS Run Data Report - Alarm to Arrival

Response Times	Number of Incidents	Per	cent of Total
0 - 1.0 Minutes		4	5.48%
1 - 2.0 Minutes		2	2.74%
2 - 3.0 Minutes		6	8.22%
3 - 4.0 Minutes		5	6.85%
4 - 5.0 Minutes		5	6.85%
5 - 6.0 Minutes		6	8.22%
6 - 7.0 Minutes		3	4.11%
7 - 8.0 Minutes		4	5.48%
8 - 9.0 Minutes		4	5.48%
9 - 10.0 Minutes		1	1.37%
10 - 11.0 Minutes		4	5.48%
11 - 12.0 Minutes		2	2.74%
12 - 13,0 Minutes		1	1.37%
13 - 14.0 Minutes		2	2.74%
14 - 15.0 Minutes		3	4.11%
15 - 16.0 Minutes		3	4.11%
16 - 17.0 Minutes		2	2.74%
18 - 19.0 Minutes		2	2.74%
19 - 20.0 Minutes		4	5.48%
20 - 21.0 Minutes		3	4.11%
21 - 22.0 Minutes		1	1.37%
22 - 23.0 Minutes		2	2.74%
30 - 31.0 Minutes		1	1.37%
39 - 40.0 Minutes		1	1.37%
41 - 42.0 Minutes		1	1.37%
42 - 43.0 Minutes		1	1.37%
	Total:	73	Total: 100.00%

#### Description

This Report Doesn't Include Times Greater Than 90 Minutes

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STREET MAINTENANCE	1	2	3	4	5	6	7	8	9	10	56		12	14		20	1/	10	19	20	21	6		16		20	21	28	29	30	12	1TL 202
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Fotal Street Maintenance	<u>918</u>	<u>694</u>	<u>868</u>	<u>604</u>	<u>651</u>	<u>599</u>	<u>681</u>	<u>656</u>	<u>901</u>	<u>918</u>	<u>437</u>	<u>942</u>	8869	1174	1082	910										
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Park Maintenance	1					20	14	10																		
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Total Service and Repair	20	66	100		400		~			400		400				-									=	
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WORK RECAP:		-														-							-			
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Addt'l Asst. Supervisor Hrs	344	704	1104	300	323	312	222	10/0	1014	12//	1102	1032	12021	1224	11/6	1316										
Addt'l Supervisor Hrs	108	84	124	124	124						16		580						_							
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Vacation Hours	18	32		108	115			100		245	145	56	1206	48	32	96 120							()			
Sick Leave Hours									.23	240		50	0	40	52	120										
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## First Quarter Review

Intakes

## Intakes - 59

- 2022 Animals 6
- Surrenders 9
- Strays 30
  - Reclaimed Strays 18
  - Unclaimed Strays 12
- Holds 10
- Transfers In 4
- Bite Quarantines 0

## Intake Needs - 35

- Rabies Vaccines 17
- Licenses/Registrations 18

## Outcomes - 52

- Adoptions 23
- RTO 28
- Transfers Out 1
- Euthanasias 0

## Financial

- Donations \$461
- Grants \$7,700
  - \$2,500 S/N AAF
    - \$1,200 S/N CPOF
    - \$4,000 Community Programs CFT

## Other

- Over 35 hours of webinars and continuing education
- 25 Planned Pethood Leadville spay/neuter coupons distributed



#### Canines Felines 15 10 5 2022 Surrenders Strays (29) Unclaimed Holds (12) Bite Transfers In Animals (6) (24) Strays (12) Quarantines (4) (0)

# Outcomes

## **Current and Upcoming**

- New Washer and Dryer \$1,600 from Planned Pethood Leadville
- Full Circle Humane Education
- Dr. Meany from RezDawg Rescue reached out for partnership
  - Future vaccine clinics 06/24 & transport partners

## Shelter Event Calendar

- April 30th Rabies Vaccines & Licenses at Mountain View Village
- May Cloud City Youth program
- June Craft Fundraiser Event
- July Annual Yard Sale
- August Check Your Chip Month
- October Halloween Event
- November End of Year Foster & Volunteer Appreciation
- December Fundraiser Event
- January 2024 2023 recap, New Year and Open House celebration

# **DEPUTY CITY CLERK**

March 2023 – LICENCES REPORT

# **BUSINESS**

- Sent out second notice letters for renewal March 23rd
- Have received about a quarter of the businesses that still need to renew

# **LIQUOR**

- All applications have been renewed by the State.
- Vendors can call 303-205-2300 to verify the application is in process if they are unsure about selling to a licensee while their renewal is being processed.

# MARIJUANA

No Updates

# SHORT TERM RENTAL

- 11 people are on the waitlist for a 2023-2024 rental license.
- Renewal letters were sent out to homeowners on March 15th
- 113 Renewals have already been received and are in the process of being renewed

Permit # Retired	Permit	Fees/Valuation increased or Decreased			City Building Permits			2023			
Expiration Date		<i>,</i> ,				-		County Fee	Payment Type	Receipt Number	
	R005618	Drywall	1/30/2023	BP2023- 01W	All about remodeling/Shipman	715 Elm St.	\$3,000.00	\$186.00	сс	13110972	
					January Totals		\$3,000.00	\$186.00			
	R006674				CO Container Homes	930 Hemlock St	\$193,200.00	\$1,679.00		32913139	,
	R006939			BP2023-	Costello West LLC	109 Brooklyn Cirlce		<u> </u>		31612883	,
	R006940				Costello West LLC	113 Brooklyn Circle	\$224,460.00	\$3,132.00		31612883	,
	R005940		3/30/2023	BP2023- 05W	Mtz Altitude Const/Sustos	301 E. 8th	\$9,670.00	\$253.00			
					March Totals		\$638,520.00	\$8,043.00			
	Retired Expiration	Retired       Incomplete         Expiration Date       Account Number         R005618       R005618         R005618       R006919         R006939       R006940	Permit       increased or Decreased         Expiration Date       Account Number       Type of Construction         R005618       Drywall         Image: Second Secon	Permit increased or Decreased       increased or Decreased         Expiration Date       Account Number       Type of Construction       Submitted Date         R005618       Drywall       1/30/2023         R005618       Drywall       3/20/2023         R006674       3/8/2023         R006939       3/8/2023	Permit # Retired       Permit increased or Decreased       Increased or Decreased         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Number         R005618       Drywall       1/30/2023       BP2023- 01W         R005618       Drywall       1/30/2023       BP2023- 01W         R006674       Image: Submitted Permit Submitted Permitted Permit Submitted Permit Submitted Permi	Permit Retired       Permit Incomplete       increased or Decreased       Permit Permits         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Number       Permit Holder Applicant/Owner         R005618       Drywall       1/30/2023       BP2023- 01W       All about remodeling/Shipman         Image: State of the state of	Permit Retired       Increased or Decreased       Permit or Decreased       Permit or Decreased         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Number       Permit Holder Applicant/Owner       Physical Address         R005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm St.         R005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm St.         R006674       Submitted       BP2023-       All about remodeling/Shipman       715 Elm St.         R006674       Submitted       BP2023-       O2W       Co Container Homes       St         R006939       3/8/2023       03W       Costello West LLC       11/3         R006940       3/8/2023       04W       Costello West LLC       11/3         BP2023-       04W       Costello West LLC       11/3         Brooklyn       3/8/2023       04W       Costello West LLC       11/3         Brooklyn       3/30/2023       05W       Mtz Altitude       301 E. 8th	Permit # Retired       Permit or Decreased       Increased or Decreased       Permits       Permits         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Holder       Physical Address       Value         R005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm St.       \$3,000.00         R005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm St.       \$3,000.00         R005618       Drywall       1/30/2023       02W       All about remodeling/Shipman       715 Elm St.       \$3,000.00         R006674       Image: State St	Permit # Retired       Permit increased or Decreased       Decreased       Permits       2023         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Mumber       Permit Holder Address       Physical Address       Value       Country Fee         R005618       Drywall       1/30/2023       BP2023-       All about remodeling/Shipman       715 Elm S3,000.00       \$38,000.00       \$186.00         R006674       Drywall       1/30/2023       BP2023-       All about remodeling/Shipman       53,000.00       \$186.00         R006674       Drywall       Submitted Signal       BP2023-       CO Container Homes       \$193,200.00       \$1,679.00         R006674       3/20/2023       02W       Co Container Homes       \$1       \$109       \$1,679.00         R006674       3/8/2023       03W       Costello West LLC       \$13       \$2,979.00       \$2,979.00         R006940       3/8/2023       O4W       Costello West LLC       Circle       \$224,460.00       \$3,132.00         R005940       3/30/2023       05W       Costello West LLC       Circle       \$224,460.00       \$3,132.00         R005940       Side       Side       Side       Side       Side       Side       Side	Permit #       Permit orceased       increased       Permits       2023         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Number       Permit Holder Applicant/Owner       Physical Address       Value       County Payment Type         8005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm       \$3,000.00       \$186.00       cc         8005618       Drywall       1/30/2023       01W       Image: Payment remodeling/Shipman       715 Elm       \$3,000.00       \$186.00       cc         8005618       Drywall       1/30/2023       01W       Image: Payment remodeling/Shipman       715 Elm       \$3,000.00       \$186.00       cc         8005674       Image: Payment remodeling/Shipman       St       \$3,000.00       \$1,679.00       Image: Payment remodeling/Shipman       St       \$193,00.00       \$1,679.00       Image: Payment remodeling/Shipman       Image: Payment remodeling/Shipman       Image: Payment remodeling/Shipman       St       \$193,200.00       \$1,679.00       Image: Payment remodeling/Shipman       Image: Payment remodeling/Shipman       Image: Payment remodeling/Shipman       Image: Paym	Permit # Retired       Permit formased or Decreased       Increased       Permits       2023         Expiration Date       Account Number       Type of Construction       Submitted Date       Permit Number       Permit Holder Applicant/Owner       Physical Address       County Fee       Payment Type       Receipt Number         R005618       Drywall       1/30/2023       01W       All about remodeling/Shipman       715 Elm St.       \$3,000.00       \$186.00       cc       13110972         Image: Stress of the stress

			City Permit Fee Totals 2023									
2023	Building Permit Fee	Plumbing Permits	Mechanical Permits	Roofing Permits		Plan Review Only	Total	County's 25%	CCC's 75%		City Misc.	Building Valuation
January	\$186.00	\$0.00	\$916.00	\$0.00	\$150.00		\$1,252.00				\$0.00	\$3,000.00
February	\$0.00	\$127.00	\$260.00	\$0.00	\$300.00	\$1,091.00	\$1,778.00				\$0.00	\$0.00
March	\$8,043.00	\$342.00	\$114.00	\$0.00	\$0.00	\$0.00	\$8,499.00			\$0.00	\$0.00	\$638,520.00
April							\$0.00					
May							\$0.00					
June							\$0.00					
July							\$0.00					
August							\$0.00					
September							\$0.00					
October							\$0.00					
November							\$0.00					
December							\$0.00					
Totals	\$8,229.00	\$469.00	\$1,290.00	\$0.00	\$450.00	\$1,091.00	<mark>\$11,529.00</mark>	\$0.00	<u>\$0.00</u>	\$0.00	\$0.00	<mark>\$641,520.00</mark>
					Total of all permits		\$11,529.00					
					Total of Ancillary Permits		\$2,209.00					



# MEMO

SUBJECT:

TO:	Mayor Labbe and City Council
FROM:	Chapin LaChance, Planning Director
MEETING DATE:	April 18, 2023

Mayor Labbe and City Council,

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

**Planning Dept. Monthly Report** 

## Processed applications:

- New: Sign Permit for Western Hardware at 431 Harrison Ave.
- New: Administrative Short-Term Rental (STR) Permit for 201 W. 8<sup>th</sup> St.
- New: Plat signed and recorded for 13-lot Moll Subdivision, applicant Jeremy Paddock, \$13,420.68 Fee-In-Lieu of Land Dedication paid to Lake County School District.

## Active applications:

• Community Justice Center Conditional Use Permit (CUP), Minor Plat, and Site Plan. **Update:** Awaiting resubmittal, final public hearing continued at Planning and Zoning Commission (P&Z) on 4/12 to 8/9.

## Pending applications:

 Railyard Planned Unit Development (PUD), Phase 1 4-Plex: An application for a 4-plex has been received by staff but is on hold until the requested Phase 1 Subdivision Improvement Agreement (SIA) extension is executed. No update.

## Pre-application:

• Circle K EV Charging Stations; 108 Harrison Ave.: Staff held a pre-application with Circle K representatives on 11/30 regarding six (6) proposed EV Charging Stations in the E. Chestnut Ave. ROW, which was vacated in 1934. **Update:** Circle K is preparing to submit a CUP application. The City Attorney's office has investigated title to the vacated ROW, but additional information will be required of the applicant.

## **Construction:**

- New: Building Permit for Modular Single-Family Dwelling at 724 W. Elm St.
- New: Building Permit for Single-Family Dwelling and Accessory Dwelling Unit (ADU) at 428 E. 7<sup>th</sup> St.

- New: Building Permit Roof-mounted solar at 710 Elm St.
- New: Building Permit for Pastime Saloon Interior Remodel at 120 W. 2<sup>nd</sup> St.
- New: Building Permit Roof-mounted solar at 710 Elm St.
- Railyard Phase 1
  - o SIA:
    - Staff has received an updated Engineers Cost Estimate (ECE) for the remaining public improvements in Phase 1 to be completed next summer. Staff met with civil engineer from RG & Associates on 12/15 to begin inspection process for constructed improvements. Comments sent to developer on requested revisions to ECE and SIA Amendment on 12/20. Update: Staff has requested updates from RG & Associates civil engineers regarding their schedule for beginning inspections of the constructed public improvements. Staff is concerned that holding Building Permit application for 4-plex is not enough to motivate developer to amend and extend agreement, and is considering further enforcement.
  - Sanitation District: The Leadville Sanitation District has informed the developer that the District will not be approving any further Building Permits or Certificates of Occupancy until the developer meets certain requirements of the District, including submitting inspection reports. No update.
- Railyard Phase 2: Only the Phase 1 Planned Unit Development (PUD) has been approved by Council, but not amended per conditions of approval and recorded as required. The developer is proposing to reduce the street right-of-way widths by 10 ft. in order to accommodate a 10 ft. utility easement required by Xcel. Staff has referred the proposed plans to the various referral agencies for preliminary comments. High Country Developers (HCD) is proposing to only use natural gas and solar energy for Phase 2, without grid electric supply. **No update.**
- Railyard Phase 3:
  - Railyard Phase 3 PUD: Pre-application meeting held with Fading West representatives on 1/5 to discuss Phase 3 street connections. Expecting PUD application in a few months. **No update.**

## Code amendments:

- Title 17 Zoning: National Historic Landmark (NHL) Overlay District (Demolition loophole, amended applicability, site visits): Proposed to proceed as two (2) separate ordinances processed concurrently: The first for the 6-month demolition loophole, the second for the amended applicability and site visits, which would include multiple public engagement sessions. Update: Expected ordinance schedule is as follows:
  - 4/11: Open House @ Historic Preservation Commission (HPC), seven (7) attendees
  - 5/9: Open House @ HPC
  - 6/6: City Council 1st reading
  - o 6/14: P&Z public hearing
  - o 6/20: City Council 2nd reading
- Title 17 Zoning: Definitions, Categories of Uses, By-Right, Conditional and Prohibited Uses: Update: Staff is
  meeting with City Attorney weekly on preparing ordinance, including ADU density and quantity clarification,
  incorporating City Council direction regarding Short Term Rentals (administrative permit, no Conditional Use
  Permit, etc.). Update: Expected ordinance schedule is as follows:
  - 4/26: P&Z public hearing
  - o 5/16: City Council 1st reading
  - o 6/20: City Council 2nd reading
- Title 17 Zoning: Policy Advisory Team (PAT) Recommendations: Update: P&Z Work Sessions held 3/22 and 4/12.

## Other:

- New: A Cash Deposit Agreement process has been implemented for builders constructing new units and requesting to receive a Certificate of Occupancy during the winter months, when remaining exterior work cannot be completed (Ex: Painting, staining, concrete walkways, etc.) due to inclement weather. This process allows the City to accept funds for completion of the work, in addition to a contingency, to be held in escrow until the work can be completed the following summer and inspected by the City, at which time the escrow funds can be returned to the builder.
- **New:** The Planning Director is conducting a requested zoning analysis for a hotel site for the Leadville Lake County Economic Development Corporation (EDC).
- New: The Planning Director is conducting a requested zoning analysis for developable sites for Envíos la Pasadita.
- **New:** The Planning Director is tracking researching the applicability of the proposed SB23-213, which would implement state required zoning reform for affordable housing.
- New: The Planning Director attended the following meetings:
  - Presented updates on ADUs, NHL District, and STR at the 3/15 Leadville Lake County Regional Housing Authority meeting and attended the 4/3 Strategic Planning Meeting. Met with Parkville Water District on 4/11 and Leadville Sanitation District on 4/12 regarding tap fee waivers.
  - Met with Root Policy Research, the firm conducting the Summit County Housing Needs Assessment, to inform the researchers of the status of affordable housing in Leadville/Lake County.
  - Met with Residents for Responsible Development regarding the proposed Leadville 7 Subdivision on 4/5, 4/6, and 4/13.

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

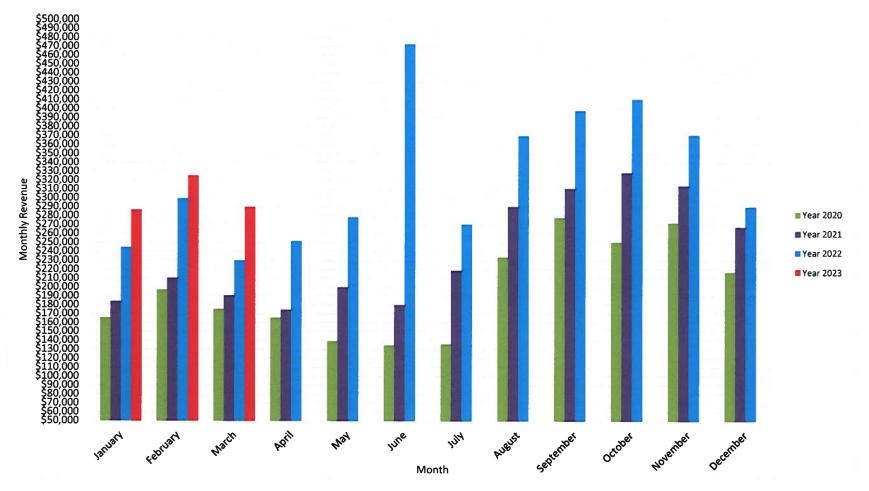
Month Sales Tax Received by City	City	2019 y Sales Tax*	Ci	2020 ty Sales Tax*	Ci	2021 ty Sales Tax**	Cit	2022 / Sales Tax***	Ci	2023 ty Sales Tax***	2023 City Sales Tax Budget	2023 ual vs Budget (\$ Cumulative)	2023 Actual vs Budget (% Cumulative)
January	\$	94,784	\$	165,390	\$	183,535	\$	244,378	\$	286.289	\$ 211,392	\$ 74,897	35.4%
February	\$	147,646	\$	196,840	\$	210,257	\$	299,137	\$	325,040	262,326	137,610	29.0%
March	\$	140,007	\$	175,076	\$	190,416	\$	229,788	\$	289,482	\$ 225,893	\$ 201,199	28.8%
April	\$	147,890	\$	165,382	\$	174,112	\$	251,544			\$ 227,011	\$ (25,812)	-2.8%
May	\$	157,256	\$	139,192	\$	199,485	\$	277,788			\$ 237,700	\$ (263,512)	-22.6%
June	\$	133,297	\$	134,564	\$	179,671	\$	472,432			\$ 282,629	\$ (546,141)	-37.7%
July	\$	139,346	\$	136,093	\$	218,714	\$	270,030			\$ 234,770	\$ (780,911)	-46.4%
August	\$	210,868	\$	233,353	\$	289,675	\$	369,533			\$ 338,992	\$ (1,119,903)	-55.4%
September	\$	147,674	\$	277,551	\$	310,213	\$	397,446			\$ 348,041	\$ (1,467,945)	-62.0%
October	\$	234,053	\$	250,181	\$	328,378	\$	410,305			\$ 375,701	\$ (1,843,646)	-67.2%
November	\$	226,419	\$	271,507	\$	313,217	\$	370,354			\$ 362,976	\$ (2,206,622)	-71.0%
December	\$	179,277	\$	216,743	\$	266,868	\$	289,428			\$ 292,568	\$ (2,499,190)	-73.5%
Totals:	\$	1,958,517	\$	2,361,872	\$	2,864,541	\$	3,882,165	\$	900,810	\$ 3,400,000	\$ (2,499,190)	-73.5%

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

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

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

## City of Leadville Retail Sales Tax 4-Year Comparison 2019-2022



#### CITY OF LEADVILLE COMBINED CASH INVESTMENT MARCH 31, 2023

#### COMBINED CASH ACCOUNTS

99-1002	GENERAL FUND CHECKING		3,034,474.28
99-1000	TOTAL COMBINED CASH CASH ALLOCATED TO OTHER FUNDS	(	3,034,474.28 3,034,474.28)
	TOTAL UNALLOCATED CASH		.00

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#### CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		3,224,155.81
5	ALLOCATION TO CONSERVATION TRUST FUND	(	42,693.05)
6	ALLOCATION TO URA FUND	(	312,762.56)
7	ALLOCATION TO ACCOMMODATINS TAX FUND		29,157.68
8	ALLOCATION TO HIGH COUNTRY DEVELOPERS		29,071.11
10	ALLOCATION TO FIRE DEPARTMENT FUND		107,545.29
	TOTAL ALLOCATIONS TO OTHER FUNDS		3,034,474.28
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(	3,034,474.28)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

GENERAL FUND

#### ASSETS

3,224,7	,155.81
897,	,784.62
68,	8,714.45
2,8	2,899.56
(	70.00
:	250.00
	100.00
	100.00
5,4	5,454.71
( 1	150.00)
	.36
(	.78)
803,0	,081.00
( 28,7	,798.47
( 8,0	,005.38)
( 10,2	,274.35)
44,	,795.00
(	.20)

#### TOTAL ASSETS

5,000,036.33

#### LIABILITIES AND EQUITY

#### LIABILITIES

-

01-2000	ACCOUNTS PAYABLE		74,541.64
01-2001	DEFERRED REVENUE		803,081.00
01-2006	EXCAVATION BOND PAYABLE		150.00
01-2010	DEFERRED GRANT REVENUE		246,676.00
01-2011	DEFERRED MAIN ST PRGM REVENUE		8,165.40
01-2200	FICA PAYABLE	(	35.70)
01-2210	UNEMPLOYMENT PAYABLE	(	19.39)
01-2215	HEALTH INSURANCE PAYABLE		1,087.50
01-2220	DEFERRED PLAN PAYABLE		657.68
01-2221	CO F & P PENSION PAYABLE		3.32
01-2230	ACCRUED PAYROLL		18,302.32
01-2240	FWT PAYABLE	(	.03)
01-2250	SWT PAYABLE	(	5.00)
01-2265	MISCELLANEOUS PAYROLL PAYABLE		2,165.03
01-2280	BAIL BONDS FUND		3,263.03

#### TOTAL LIABILITIES

FUND EQUITY

1,158,032.80

## CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

## GENERAL FUND

	FUND BALANCE:				
01-2900	GENERAL FUND BALANCE		3,924,997.86		
01-2910	LEADVILLE PAVING FUND		185,682.15		
01-2915	ANIMAL SHELTER IMPROVEMENTS		30,006.50		
	REVENUE OVER EXPENDITURES - YTD	(	298,682.98)		
	BALANCE - CURRENT DATE			3,842,003.53	
	TOTAL FUND EQUITY				3,842,003.53
	TOTAL LIABILITIES AND EQUITY				5,000,036.33

#### CITY OF LEADVILLE REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

## GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	GENERAL FUND REVENUES					
01-300-3100		219,049.48	269,235.76	802,267.00	533,031.24	33.6
01-300-3120	SPECIFIC OWNERSHIP TAX	2,692.77	5,533.06	60,000.00	54,466.94	9.2
01-300-3130		325,039.74	611,328.58	3,400,000.00	2,788,671.42	18.0
01-300-3135	MARIJUANA EXCISE TAX (CITY)	2,319.96	2,319.96	50,000.00	47,680.04	4.6
01-300-3140		508.63	1,423.02	4,500.00	3,076.98	31.6
01-300-3150	SEVERANCE TAX	.00	.00	80,000.00	80,000.00	0. 7 CC
01-300-3160 01-300-3170		20,809.58	27,209.58	120,000.00	92,790.42	22.7 .0
	PENALTIES & INT DELIQUENT TAX	.10	.42	1,500.00	1,499.58	
01-300-3210	BUSINESS LICENSES LIQUOR LICENSE	1,470.00	7,965.00	15,000.00	7,035.00	53.1
01-300-3220		453.75	1,443.75	6,000.00	4,556.25	24.1
01-300-3225	MARIJUANA APPLICATION FEE	3,500.00	3,500.00	21,000.00	17,500.00	16.7
		4,032.40	8,324.66	60,000.00	51,675.34	13.9
01-300-3240	EXCAVATION & ZONING PERMITS	250.00	750.00	20,000.00	19,250.00	3.8
01-300-3256	STR FEE CLASS 2	.00	975.00	55,575.00	54,600.00	1.8
01-300-3258		.00	8.12	500.00	491.88	1.6
01-300-3260	CONDITIONAL USE PERMITS	125.00	125.00	1,500.00	1,375.00	8.3
01-300-3270		25.00	25.00	300.00	275.00	8.3
01-300-3280	OTHER ZONING APPLICATION FEES	25.00	175.00	2,000.00	1,825.00	8.8
01-300-3320	ANIMAL SHELTER FEES	810.00	3,066.00	25,000.00	21,934.00	12.3
01-300-3321	ANIMAL SHELTER (COUNTY)	.00	.00	130,378.00	130,378.00	.0
01-300-3330	MOTOR VEHICLE 1.5	958.87	1,908.35	13,000.00	11,091.65	14.7
01-300-3340	STATE HIGHWAY MAINTENANCE	5,250.00	5,250.00	18,000.00	12,750.00	29.2
01-300-3350	HIGHWAY USERS TAX	6,582.30	15,439.02	118,534.00	103,094.98	13.0
01-300-3400	POLICE SURCHARGE	105.00	375.00	3,000.00	2,625.00	12.5
01-300-3410	COURT FINES	30.00	390.00	1,000.00	610.00	39.0
01-300-3420	PARKING FINES	1,050.00	2,400.00	6,000.00	3,600.00	40.0
01-300-3430	TRAFFIC FINES		( 112.00)	6,000.00	6,112.00	( 1.9)
01-300-3440	OTHER FINES	150.00	150.00	1,000.00	850.00	15.0
01-300-3460	BOND FEES	.00	.00	100.00	100.00	.0
01-300-3470	WARRANT FEES	.00	.00	500.00	500.00	.0
01-300-3501	EARNINGS ON DEPOSIT-GF OPERATI	130.13	332.38	670.00	337.62	49.6
01-300-3505	EARNING ON DEPOSIT-PD SURCHARG	1.16	3.37	10.00	6.63	33.7
01-300-3506	EARNINGS ON DEPOSIT-GEN INVEST	190.58	553.20	2,000.00	1,446.80	27.7
01-300-3508	EARNING ON DEPOSIT-BAIL BONDS	.61	1.78	10.00	8.22	17.8
01-300-3510	MISCELLANEOUS	215.00	1,380.14	5,000.00	3,619.86	27.6
01-300-3518	CHARGE POINT/EV CHARGING	597.56	1,153.28	24,000.00	22,846.72	4.8
	SPRUCE ST HOUSE REIMBURSEMENTS	925.00	2,775.00	30,000.00	27,225.00	9.3
01-300-3520	REIMBURSEMENTS	318.02	583.27	5,000.00	4,416.73	11.7
01-300-3523	CONTRACT SERVICE REIMBURSEMENT	.00	.00	3,000.00	3,000.00	.0
01-300-3524	CONSULTANT FEE REIMBURSEMENTS	.00	.00	5,000.00	5,000.00	.0
	TABOR HOME REVENUE	.00	.00	3,000.00	3,000.00	.0
01-300-3553	HOUSE WITH THE EYE REVENUE	.00	.00	2,000.00	2,000.00	.0
01-300-3605	CITY ADMINISTRATOR GRANT	.00	.00	62,400.00	62,400.00	.0
	STATE GRANTS	75.00	75.00	.00	( 75.00)	.0
01-300-3615	ANIMAL SHELTER GRANTS	.00	2,500.00	.00	( 2,500.00)	.0
01-300-3620	OTHER GRANTS	.00	.00	2,500.00	2,500.00	.0
	TABOR OPERA RENOVATION GRANTS	.00	141,422.23	546,869.00	405,446.77	25.9
01-300-3710	US DEPT OF JUSTICE GRANT (P/D)	.00	.00	85,915.00	85,915.00	.0
01-300-3900	ADMINISTRATIVE FEE - FIRE	2,333.37	7,000.11	28,000.00	20,999.89	25.0
01-300-5531	DONATION ANIMAL SHELTER	4,050.00	4,461.00	1,500.00	( 2,961.00)	297.4
01-300-9001	SALE OF CAPITAL ASSET	.00	.00	1,000.00	1,000.00	.0

#### CITY OF LEADVILLE REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

## GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL GENERAL FUND REVENUES	604,074.01	1,131,449.04	5,830,528.00	4,699,078.96	19.4
TOTAL FUND REVENUE	604,074.01	1,131,449.04	5,830,528.00	4,699,078.96	19.4

#### CITY OF LEADVILLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

## GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXECUTIVE EXPENDITURES:					
01-40-1-5000	SALARY	3,415.42	10,246.26	44,400.00	34,153.74	23.1
01-40-1-5011	DISCRETIONARY EMPLOYEE BONUS'	.00	.00	14,000.00	14,000.00	.0
01-40-1-5120	FICA - EMPLOYER	.00	635.16	2,753.00	2,117.84	.0 23.1
01-40-1-5120	FICA - EMPLOYER	49.54	148.62	644.00	495.38	23.1
01-40-1-5130	SUPPLIES	49.54 1,471.00				23.1 34.3
01-40-1-6202	OPERATING EXPENSES	138.40	1,712.50 138.40	5,000.00 500.00	3,287.50 361.60	34.3 27.7
01-40-1-6310	EDUCATION & CONFERENCES					
01-40-1-6310	TRAVEL	.00 ( 25.00)	.00 ( 25.00)	1,000.00 1,000.00	1,000.00 1,025.00	.0 (2.5)
01-40-1-0311		( 20.00)		1,000.00	1,023.00	( 2.3)
	TOTAL EXECUTIVE EXPENDITURES	5,261.08	12,855.94	69,297.00	56,441.06	18.6
	ADMINISTRATIVE EXPENDITURES:					
01-40-2-5000	SALARY	12,528.67	39,875.99	235,636.00	195,760.01	16.9
01-40-2-5007	OVERTIME	91.84	201.34	500.00	298.66	40.3
01-40-2-5008	MISCELLANEOUS WAGES	598.85	598.85	.00	( 598.85)	.0
01-40-2-5120	FICA	782.89	2,409.54	14,640.00	12,230.46	16.5
01-40-2-5130	FICA MEDICARE	183.10	563.53	3,424.00	2,860.47	16.5
01-40-2-5140	DEFERRED PLAN	177.06	562.81	10,756.00	10,193.19	5.2
01-40-2-5150	HEALTH INSURANCE	1,752.57	5,315.88	29,396.00	24,080.12	18.1
01-40-2-5165	STATE UNEMPLOYMENT TAX	26.43	81.33	472.00	390.67	17.2
01-40-2-6202	SUPPLIES	.00	.00	100.00	100.00	.0
01-40-2-6310	EDUCATION & CONFERENCES	480.00	900.00	2,000.00	1,100.00	45.0
01-40-2-6311	TRAVEL	.00	286.62	850.00	563.38	33.7
01-40-2-6312	DUES & MEMBERSHIP	.00	190.00	.00	( 190.00)	.0
	TOTAL ADMINISTRATIVE EXPENDITURES	16,621.41	50,985.89	297,774.00	246,788.11	17.1
	MUNICIPAL COURT EXPENDITURES:					
01-40-3-5000	SALARY	2,133.25	6,400.71	29,380.00	22,979.29	21.8
01-40-3-5120	FICA	128.64	385.98	1,822.00	1,436.02	21.0
01-40-3-5130	FICA MEDICARE	30.08	90.28	426.00	335.72	21.2
01-40-3-5150	HEALTH INSURANCE	139.33	417.99	2,090.00	1,672.01	20.0
01-40-3-5165	STATE UNEMPLOYMENT TAX	4.27	12.80	59.00	46.20	21.7
01-40-3-6202		.00	.00	100.00	100.00	.0
	OPERATING EXPENSES	.00	.00	550.00	550.00	.0
	POSTAGE	.00	.00	162.00	162.00	.0
	LEGAL FEES-PROS. ATTORNEY	750.00	2,250.00	10,000.00	7,750.00	22.5
01-40-3-6310	EDUCATION & CONFERENCES	.00	175.00	650.00	475.00	26.9
01-40-3-6311	TRAVEL	.00	.00	1,000.00	1,000.00	.0
	DUES & MEMBERSHIPS	.00	60.00	82.00	22.00	73.2
01-40-3-6550	COMPUTER EQUIPMENT/MAINTENANCE	.00	.00	500.00	500.00	.0
01-40-3-6570	INTERPRETER	.00	.00	1,200.00	1,200.00	.0
	TOTAL MUNICIPAL COURT EXPENDITURES	3,185.57	9,792.76	48,021.00	38,228.24	20.4
	CITY CLERK EXPENDITURES:					
01-40-4-5000	SALARY	3,609.22	10,831.56	43,350.00	32,518.44	25.0
01 10-4-0000		0,000.22	10,001.00	10,000.00	02,010.44	20.0

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

#### CITY OF LEADVILLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

## GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-4-5120	FICA	209.24	627.97	2,688.00	2,060.03	23.4
01-40-4-5130	FICA MEDICARE	48.94	146.87	629.00	482.13	23.4
01-40-4-5150	HEALTH INSURANCE	557.31	1,671.93	6,270.00	4,598.07	26.7
01-40-4-5165	STATE UNEMPLOYMENT TAX	6.84	20.54	82.00	61.46	25.1
01-40-4-6304	CODIFICATION OF MUNICIPAL CODE	.00	.00	5,000.00	5,000.00	.0
01-40-4-6310	EDUCATION & CONFERENCES	295.00	295.00	1,500.00	1,205.00	19.7
01-40-4-6501	OTHER EXPENSES	.00	.00	100.00	100.00	.0
01-40-4-6540	ELECTIONS	.00	.00	5,000.00	5,000.00	.0
01-40-4-6545	LEGAL PUBLICATIONS	11.35	192.46	6,500.00	6,307.54	3.0
	TOTAL CITY CLERK EXPENDITURES	4,737.90	13,786.33	71,119.00	57,332.67	19.4
	CITY TREASURER EXPENDITURES:					
01-40-5-5000	SALARY	6,176.62	24,807.94	103,476.00	78,668.06	24.0
01-40-5-5120	FICA	366.74	1,489.49	6,416.00	4,926.51	23.2
01-40-5-5130	FICA MEDICARE	85.78	348.37	1,500.00	1,151.63	23.2
01-40-5-5140	DEFERRED PLAN	359.52	1,063.44	4,663.00	3,599.56	22.8
01-40-5-5150	HEALTH INSURANCE	715.23	2,145.69	8,583.00	6,437.31	25.0
01-40-5-5165	STATE UNEMPLOYMENT TAX	11.98	48.50	155.00	106.50	31.3
01-40-5-6310	EDUCATION AND CONFERENCES	.00	.00	500.00	500.00	.0
01-40-5-6311	TRAVEL	.00	.00	100.00	100.00	.0
01-40-5-6312	DUES & MEMBERSHIP	.00	.00	300.00	300.00	.0
	TOTAL CITY TREASURER EXPENDITURES	7,715.87	29,903.43	125,693.00	95,789.57	23.8
	CITY HALL EXPENDITURES:					
01-40-6-5000	SALARY	908.16	2,872.71	47,449.00	44,576.29	6.1
01-40-6-5120	FICA	56.30	178.11	2,942.00	2,763.89	6.1
01-40-6-5130	FICA MEDICARE	13.18	41.67	688.00	646.33	6.1
01-40-6-5165	UNEMPLOYMENT TAX	1.82	5.75	95.00	89.25	6.1
01-40-6-6202	SUPPLIES	826.88	2,165.67	8,000.00	5,834.33	27.1
01-40-6-6204	POSTAGE	77.37	367.46	4,000.00	3,632.54	9.2
01-40-6-6205		.00	.00	5,000.00	5,000.00	.0
01-40-6-6209		.00	.00	7,500.00	7,500.00	.0
01-40-6-6216		867.50	26,428.11	50,000.00	23,571.89	52.9
01-40-6-6301	PROFESSIONAL SERVICES - LEGAL PROFESSIONAL SERVICES - AUDIT	.00 .00	30,227.18 .00	130,000.00 40,000.00	99,772.82 40,000.00	23.3 .0
	PROFESSIONAL SERVICES - ADDIT	1,890.02	10,328.86	30,000.00	19,671.14	.0 34.4
	TREASURERS FEES (PROPERTY TAX)	4,275.39	5,242.75	25,045.00	19,802.25	20.9
		144.45	414.00	1,000.00	586.00	41.4
01-40-6-6308	LURA PROPERTY TAX DISBURSEMENT	5,279.65	7,097.76	.00	( 7,097.76)	.0
	DUES & MEMBERSHIP	1,820.00	1,889.99	3,000.00	1,110.01	63.0
01-40-6-6330	TELEPHONE	543.02	1,516.23	9,500.00	7,983.77	16.0
01-40-6-6339	809 SPRUCE ST. UTILITIES	657.57	2,127.62	14,000.00	11,872.38	15.2
01-40-6-6340	UTILITIES	2,293.87	9,707.07	20,000.00	10,292.93	48.5
01-40-6-6341	STREET LIGHTING	3,719.35	10,835.60	40,000.00	29,164.40	27.1
01-40-6-6342	EV CHARGING STATION UTILITIES	1,329.19	4,446.44	24,000.00	19,553.56	18.5
01-40-6-6501	OTHER EXPENSES	933.15	2,186.21	8,000.00	5,813.79	27.3
01-40-6-6504	TABOR HOME EXPENSES	461.14	2,177.76	4,500.00	2,322.24	48.4
01-40-6-6511	HOUSE WITH THE EYE EXPENSES	165.26	747.30	4,500.00	3,752.70	16.6
01-40-6-6520	INSURANCE	30,339.57	76,076.11	176,367.00	100,290.89	43.1

#### CITY OF LEADVILLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2023

## GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-40-6-6523	TABOR OPERA HOUSE CONTRIBUTION	.00	140,000.00	140,000.00	.00	100.0
01-40-6-6531	TRANSFERS TO OTHER FUNDS	45,854.87	137,564.61	550,258.00	412,693.39	25.0
01-40-6-6535	MAIN STREET PRGM EXPENDITURES	.00	60,000.00	60,000.00	.00	100.0
01-40-6-6550	COMPUTER EQUIPMENT/MAINTENANCE	6,363.18	16,197.51	29,000.00	12,802.49	55.9
01-40-6-6551	COMPUTER SOFTWARE	239.88	239.88	12,000.00	11,760.12	2.0
01-40-6-6555	HOUSING ADMINISTRATOR FUND TRA	.00	.00	35,000.00	35,000.00	.0
01-40-6-6565	DOLA TOH GRANT EXPENDITURES	.00	47,269.81	546,869.00	499,599.19	8.6
01-40-6-6580	CDOT MAIN STREET GRANT	8,073.00	8,303.00	.00	( 8,303.00)	.0
01-40-6-6820	THE AMERICAN RESCUE PLAN	.00	6,460.00	.00	( 6,460.00)	.0
01-40-6-6905	OPERATING CONTINGENCY	2,537.38	8,914.89	161,837.00	152,922.11	5.5
01-40-6-7001	XEROX COPIER	258.96	1,008.49	6,000.00	4,991.51	16.8
01-40-6-9000	CAPITAL PURCHASE	.00	.00	75,492.00	75,492.00	.0
	TOTAL CITY HALL EXPENDITURES	119,930.11	623,038.55	2,272,042.00	1,649,003.45	27.4
	MAIN STREET EXPENDITURES:					
	TOTAL MAIN STREET EXPENDITURES	.00	.00	.00	.00	.0
	PLANNING DIRECTOR EXPENDITURES:					
01-40-8-5000	SALARY	7,836.96	23,518.08	109,665.00	86,146.92	21.5
01-40-8-5120	FICA	485.84	1,458.02	6,799.00	5,340.98	21.4
01-40-8-5130	FICA MEDICARE	113.66	341.06	1,590.00	1,248.94	21.5
01-40-8-5140	DEFERRED PLAN	381.60	381.60	4,996.00	4,614.40	7.6
01-40-8-5150	HEALTH INSURANCE	6.92	20.76	72.00	51.24	28.8
01-40-8-5165	STATE UNEMPLOYMENT TAX	15.60	46.88	219.00	172.12	21.4
01-40-8-6301	PROFESSIONAL SERVICES - LEGAL	.00	2,121.00	7,400.00	5,279.00	28.7
01-40-8-6304	PROFESSIONAL SERVICES - ENGINE	.00	4,515.50	12,000.00	7,484.50	37.6
01-40-8-6310	EDUCATION AND CONFERENCES	.00	406.38	750.00	343.62	54.2
01-40-8-6311	TRAVEL	.00	.00	1,250.00	1,250.00	.0
01-40-8-6312	DUES & MEMBERSHIP	.00	.00	600.00	600.00	.0
01-40-8-6515	CODE AMENDMENTS - CONSULTANTS	.00	.00	5,000.00	5,000.00	.0
01-40-8-6526	HISTORIC PRESERVATION COMMISSI	698.63	1,073.63	5,000.00	3,926.37	21.5
01-40-8-6545	LEGAL PUBLICATIONS	.00	51.61	500.00	448.39	10.3
	TOTAL PLANNING DIRECTOR EXPENDITURE	9,539.21	33,934.52	155,841.00	121,906.48	21.8
	TOTAL GENERAL OPERATING EXPENDITUR	166,991.15	774,297.42	3,039,787.00	2,265,489.58	25.5

#### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
	POLICE DEPARTMENT EXPENDITURES:					
01-60-0-5000	SALARY	58,853.46	179,418.03	718,979.00	539,560.97	25.0
01-60-0-5003	PART-TIME WAGES	1,886.54	9,035.33	17,822.00	8,786.67	50.7
01-60-0-5004	CONTRACT SERVICES	.00	.00	6,000.00	6,000.00	.0
01-60-0-5007	OVERTIME	5,460.19	12,937.35	15,000.00	2,062.65	86.3
01-60-0-5008	MISCELLANEOUS WAGES	356.94	356.94	.00	( 356.94)	.0
01-60-0-5010	HOLIDAY PAY	857.89	2,020.52	3,000.00	979.48	67.4
01-60-0-5015	PTO PAYOUT	2,845.44	6,589.44	.00	( 6,589.44)	.0
01-60-0-5016	FTO PAY	308.76	569.68	3,550.00	2,980.32	16.1
01-60-0-5032	SHIFT DIFFERENTIAL	350.34	1,233.59	3,500.00	2,266.41	35.3
01-60-0-5120	FICA	2,357.36	7,141.28	18,351.00	11,209.72	38.9
01-60-0-5130	FICA MEDICARE	1,019.02	3,040.41	11,134.00	8,093.59	27.3
01-60-0-5140	DEFERRED PLAN	.00	468.00	14,189.00	13,721.00	3.3
01-60-0-5145	CO F & P PENSION	2,281.96	7,097.27	42,163.00	35,065.73	16.8
01-60-0-5150	HEALTH INSURANCE	1,836.58	6,921.77	47,058.00	40,136.23	14.7
01-60-0-5165	STATE UNEMPLOYMENT TAX	141.83	424.30	1,536.00	1,111.70	27.6
01-60-0-6105	US DEPARTMENT OF JUSTICE GRANT	.00	84,178.86	85,915.00	1,736.14	98.0
01-60-0-6202	SUPPLIES	305.20	795.18	9,000.00	8,204.82	8.8
01-60-0-6204	POSTAGE	.00	.00	200.00	200.00	.0
01-60-0-6209	VEHICLE LEASE PAYMENTS	2,501.65	8,391.36	50,348.00	41,956.64	16.7
01-60-0-6210	VEHICLE REPAIRS	728.75	2,329.00	5,000.00	2,671.00	46.6
01-60-0-6211	GAS AND OIL	1,972.12	5,073.29	20,000.00	14,926.71	25.4
01-60-0-6215	EQUIPMENT REPAIR & MAINTENANCE	221.00	221.00	2,000.00	1,779.00	11.1
01-60-0-6310	EDUCATION & CONFERENCES	.00	2,292.15	30,000.00	27,707.85	7.6
01-60-0-6311	TRAVEL	.00	1,286.37	4,000.00	2,713.63	32.2
01-60-0-6312	DUES & MEMBERSHIP	.00	315.04	1,100.00	784.96	28.6
01-60-0-6330	TELEPHONE	1,280.51	3,965.69	14,000.00	10,034.31	28.3
01-60-0-6340	UTILITIES	392.04	1,540.62	3,500.00	1,959.38	44.0
01-60-0-6401	UNIFORM ALLOWANCE	.00	48.00	8,000.00	7,952.00	.6
01-60-0-6403	PHYSICALS	.00	.00	6,500.00	6,500.00	.0
01-60-0-6404	PSYCHE EVALUATIONS	.00	250.00	3,500.00	3,250.00	7.1
01-60-0-6500	LEGAL SUPPORT FOR OFFICERS	.00	792.00	1,500.00	708.00	52.8
01-60-0-6501	OTHER EXPENSES	.00	496.21	3,500.00	3,003.79	14.2
01-60-0-6505	ANIMAL CONTROL OFFICER EXPENDI	.00	.00	4,000.00	4,000.00	.0
01-60-0-6550	COMPUTER EQUIPMENT/MAINTENANCE	1,749.94	6,999.76	51,113.00	44,113.24	13.7
01-60-0-6551	COMPUTER SOFTWARE	.00	.00	4,500.00	4,500.00	.0
01-60-0-6615	TOWING	275.00	775.00	3,000.00	2,225.00	25.8
01-60-0-6621	INVESTIGATIVE EXPENDITURES	804.19	1,294.17	10,000.00	8,705.83	12.9
01-60-0-6625	CRIME PREVENTION	.00	.00	17,000.00	17,000.00	.0
01-60-0-6640	BULLET RESISTANT VESTS	.00	.00	3,000.00	3,000.00	.0
01-60-0-6641	BIKE PATROL	.00	.00	3,000.00	3,000.00	.0
01-60-0-6642	TASERS	.00	.00	6,000.00	6,000.00	.0
01-60-0-6643	AMMUNITION	.00	532.63	4,000.00	3,467.37	13.3
01-60-0-6901	OFFICE EQUIPMENT EXPENDITURES	12.15	132.97	1,500.00	1,367.03	8.9
01-60-0-6902	SMALL EQUIPMENT	.00	.00	1,200.00	1,200.00	.0
01-60-0-7001	XEROX COPIER LEASE	173.95	521.85	2,600.00	2,078.15	20.1
01-60-0-7003	POLICE CAPITAL	.00	.00	8,000.00	8,000.00	.0
	TOTAL POLICE DEPARTMENT EXPENDITUR	88,972.81	359,485.06	1,269,258.00	909,772.94	28.3

#### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL POLICE DEPARTMENT	88,972.81	359,485.06	1,269,258.00	909,772.94	28.3
	STREET DEPARTMENT					
	STREET DEPARTMENT EXPENDITURES:					
01-70-0-5000	SALARY	37,106.49	111,233.71	491,337.00	380,103.29	22.6
01-70-0-5007	OVERTIME	5,422.23	7,354.04	6,000.00	( 1,354.04)	122.6
01-70-0-5010	HOLIDAY PAY	.00	.00	1,500.00	1,500.00	.0
01-70-0-5031	OUT-OF-POSITION PAY	72.00	126.00	900.00	774.00	14.0
01-70-0-5120	FICA	2,556.45	7,105.91	30,984.00	23,878.09	22.9
01-70-0-5130	FICA MEDICARE	597.88	1,661.83	7,246.00	5,584.17	22.9
01-70-0-5140	DEFERRED PLAN	319.48	933.59	11,465.00	10,531.41	8.1
01-70-0-5150	HEALTH INSURANCE	3,920.47	11,761.41	47,080.00	35,318.59	25.0
01-70-0-5165	STATE UNEMPLOYMENT TAX	85.19	237.41	999.00	761.59	23.8
01-70-0-6202	SUPPLIES	.00	375.76	4,500.00	4,124.24	8.4
01-70-0-6209	VEHICLE LEASE PAYMENTS	15,228.67	45,686.01	228,315.00	182,628.99	20.0
01-70-0-6210	VEHICLE REPAIRS	1,106.83	1,737.39	4,000.00	2,262.61	43.4
01-70-0-6211	GAS AND OIL	5,974.92	18,988.47	35,000.00	16,011.53	54.3
01-70-0-6215	EQUIPMENT REPAIR & MAINTENANCE	15,046.15	15,325.70	14,000.00	( 1,325.70)	109.5
01-70-0-6216	<b>BUILDING REPAIR &amp; MAINTENANCE</b>	.00	29.98	84,000.00	83,970.02	.0
01-70-0-6310	EDUCATION & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
01-70-0-6311	TRAVEL	.00	.00	2,000.00	2,000.00	.0
01-70-0-6330	TELEPHONE	228.40	685.28	2,000.00	1,314.72	34.3
01-70-0-6340	UTILITIES	1,580.98	5,981.41	8,200.00	2,218.59	72.9
01-70-0-6341	STREET LIGHTING	.00	.00	4,000.00	4,000.00	.0
01-70-0-6345	LANDFILL	.00	.00	500.00	500.00	.0
01-70-0-6401	UNIFORM ALLOWANCE	106.89	296.83	5,400.00	5,103.17	5.5
01-70-0-6403	PHYSICALS AND TESTS	.00	321.77	1,000.00	678.23	32.2
01-70-0-6404	SAFETY EQUIPMENT	.00	.00	800.00	800.00	.0
01-70-0-6501	OTHER EXPENSES	.00	.00	500.00	500.00	.0
01-70-0-6550	COMPUTER EQUIPMENT/MAINTENANCE	225.24	1,052.80	2,000.00	947.20	52.6
01-70-0-6800	CONTRACT SNOW REMOVAL	.00	.00	1,500.00	1,500.00	.0
01-70-0-6902	SMALL EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-70-0-6910	WEED MITIGATION EXPENSE	.00	.00	1,000.00	1,000.00	.0
01-70-0-7200	STREET MAINTENANCE	.00	.00	200,000.00	200,000.00	.0
01-70-0-7210	STREET SIGNAGE	.00	.00	10,000.00	10,000.00	.0
	STREET MATERIALS	.00	.00	22,000.00	22,000.00	.0
51 10-0-1200				22,000.00		
	TOTAL STREET DEPARTMENT EXPENDITUR	89,578.27	230,895.30	1,234,226.00	1,003,330.70	18.7
	TOTAL STREET DEPARTMENT	89,578.27	230,895.30	1,234,226.00	1,003,330.70	18.7

#### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ANIMAL SHELTER					
	ANIMAL SHELTER EXPENDITURES:					
01-80-0-5000	SALARY	15,156.05	45,154.24	211,326.00	166,171.76	21.4
01-80-0-5007	OVERTIME	210.66	263.49	.00	( 263.49)	.0
01-80-0-5010	HOLIDAY PAY	.00	221.18	1,000.00	778.82	22.1
01-80-0-5120	FICA	937.71	2,784.50	13,164.00	10,379.50	21.2
01-80-0-5130	FICA - MEDICARE	219.31	651.21	3,079.00	2,427.79	21.2
01-80-0-5140	DEFERRED PLAN	.00	.00	2,392.00	2,392.00	.0
01-80-0-5150	HEALTH INSURANCE	696.64	2,089.92	8,360.00	6,270.08	25.0
01-80-0-5165	STATE UNEMPLOYMENT TAX	30.73	91.26	425.00	333.74	21.5
01-80-0-6202	SUPPLIES	207.93	387.71	3,000.00	2,612.29	12.9
01-80-0-6210	VEHICLE REPAIRS	.00	42.24	2,050.00	2,007.76	2.1
01-80-0-6211	GAS AND OIL	68.96	244.55	800.00	555.45	30.6
01-80-0-6216	BUILDING MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-80-0-6310	EDUCATION AND CONFERENCE	.00	.00	450.00	450.00	.0
01-80-0-6311	TRAVEL	.00	.00	582.00	582.00	.0
01-80-0-6312	MEMBERSHIPS	.00	660.89	650.00	( 10.89)	 101.7
01-80-0-6330	TELEPHONE	48.48	145.44	1,100.00	954.56	13.2
01-80-0-6331	INTERNET ANIMAL SHELTER	48.48	145.45	1,000.00	854.55	14.6
01-80-0-6340	UTILITIES	162.61	1,471.92	4,000.00	2,528.08	36.8
01-80-0-6401	UNIFORM ALLOWANCE	.00	.00	500.00	500.00	.0
01-80-0-6501	OTHER EXPENSES	68.74	223.82	1,500.00	1,276.18	.0 14.9
01-80-0-6505	ANIMAL EXPENSES	2,156.03	3,936.61	16,000.00	12,063.39	24.6
	INSURANCE					
01-80-0-6520		1,685.76	4,144.80	10,425.00	6,280.20	39.8
01-80-0-6550		295.24	1,180.96	2,454.00	1,273.04	48.1
01-80-0-6562		.00	130.00	.00	( 130.00)	.0
01-80-0-6901	OFFICE EQUIPMENT EXPENDITURES	149.13	149.13	1,000.00	850.87	14.9
01-80-0-7003	ANIMAL SHELTER CAPITAL	1,334.92	1,334.92	.00	( 1,334.92)	.0
	TOTAL ANIMAL SHELTER EXPENDITURES	23,477.38	65,454.24	287,257.00	221,802.76	22.8
	TOTAL ANIMAL SHELTER	23,477.38	65,454.24	287,257.00	221,802.76	22.8
	TOTAL FUND EXPENDITURES	369,019.61	1,430,132.02	5,830,528.00	4,400,395.98	24.5
	NET REVENUE OVER EXPENDITURES	235,054.40	( 298,682.98)	.00	298.682.98	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

CONSERVATION TRUST FUND

ASSETS
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CASH ALLOCATED TO OTHER FUNDS			(	42,693.05)	
COMMUNITY CONSERVATION TRUST				60,232.70	
TOTAL ASSETS					17,539.65
LIABILITIES AND EQUITY					
LIABILITIES					
ACCOUNTS PAYABLE - CONSERVE				133.87	
FICA PAYABLE				20.51	
UNEMPLOYMENT PAYABLE			(	2.41)	
TOTAL LIABILITIES					151.97
FUND EQUITY					
FUND BALANCE:					
CONSERVATION TRST FUND BALANCE		17,820.62			
REVENUE OVER EXPENDITURES - YTD	(	432.94)			
BALANCE - CURRENT DATE				17,387.68	
TOTAL FUND EQUITY					17,387.68
TOTAL LIABILITIES AND EQUITY					17,539.65
	COMMUNITY CONSERVATION TRUST TOTAL ASSETS LIABILITIES AND EQUITY LIABILITIES ACCOUNTS PAYABLE - CONSERVE FICA PAYABLE UNEMPLOYMENT PAYABLE TOTAL LIABILITIES FUND EQUITY FUND BALANCE: CONSERVATION TRST FUND BALANCE REVENUE OVER EXPENDITURES - YTD BALANCE - CURRENT DATE TOTAL FUND EQUITY	COMMUNITY CONSERVATION TRUST TOTAL ASSETS LIABILITIES AND EQUITY LIABILITIES ACCOUNTS PAYABLE - CONSERVE FICA PAYABLE UNEMPLOYMENT PAYABLE TOTAL LIABILITIES FUND EQUITY FUND BALANCE: CONSERVATION TRST FUND BALANCE REVENUE OVER EXPENDITURES - YTD ( BALANCE - CURRENT DATE TOTAL FUND EQUITY	COMMUNITY CONSERVATION TRUST TOTAL ASSETS LIABILITIES AND EQUITY LIABILITIES ACCOUNTS PAYABLE - CONSERVE FICA PAYABLE UNEMPLOYMENT PAYABLE TOTAL LIABILITIES FUND EQUITY FUND BALANCE: CONSERVATION TRST FUND BALANCE 17,820.62 REVENUE OVER EXPENDITURES - YTD ( 432.94) BALANCE - CURRENT DATE TOTAL FUND EQUITY	COMMUNITY CONSERVATION TRUST TOTAL ASSETS LIABILITIES AND EQUITY LIABILITIES ACCOUNTS PAYABLE - CONSERVE FICA PAYABLE UNEMPLOYMENT PAYABLE ( TOTAL LIABILITIES FUND EQUITY FUND BALANCE: CONSERVATION TRST FUND BALANCE TOTAL LIABILITIES FUND EQUITY BALANCE: CONSERVATION TRST FUND BALANCE TOTAL FUND EQUITY	COMMUNITY CONSERVATION TRUST       60,232.70         TOTAL ASSETS

#### CONSERVATION TRUST FUND

		PERIOD ACTUAL	RIOD ACTUAL YTD ACTUAL		UNEARNED	PCNT
	CONSERVATION TRUST FUND REVENU					
05-300-3506	EARNINGS ON DEPOSIT-CTF	12.79	37.12	600.00	562.88	6.2
05-300-3700	STATE LOTTERY	10,792.53	10,792.53	30,000.00	19,207.47	36.0
05-300-3900	TRANSFER FROM CTF FUND BALANCE	.00	.00	18,118.00	18,118.00	.0
	TOTAL CONSERVATION TRUST FUND REVE	10,805.32	10,829.65	48,718.00	37,888.35	22.2
	TOTAL FUND REVENUE	10,805.32	10,829.65	48,718.00	37,888.35	22.2

#### CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONSERVATION TRUST FUND EXPEND:					
05-40-1-5000	SALARY	2,119.04	6,375.38	19,210.00	12,834.62	33.2
05-40-1-5120	FICA	131.38	395.28	1,191.00	795.72	33.2
05-40-1-5130	FICA MEDICARE	30.72	92.44	279.00	186.56	33.1
05-40-1-5165	STATE UNEMPLOYMENT TAX	4.24	12.76	38.00	25.24	33.6
05-40-1-7301	PARKS MAINTENANCE	128.50	4,309.89	10,000.00	5,690.11	43.1
05-40-1-7302	TABOR HOME MUSEUM MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7303	HOUSE WITH THE EYE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
05-40-1-7310	MISC. CONSERVATION	5.37	76.84	13,000.00	12,923.16	.6
	TOTAL CONSERVATION TRUST FUND EXPE	2,419.25	11,262.59	48,718.00	37,455.41	23.1
	TOTAL CONSERVATION TRUST FUND	2,419.25	11,262.59	48,718.00	37,455.41	23.1
	TOTAL FUND EXPENDITURES	2,419.25	11,262.59	48,718.00	37,455.41	23.1
	NET REVENUE OVER EXPENDITURES	8,386.07	( 432.94)	.00	432.94	.0

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

URA FUND

	ASSETS						
06-1000 06-1410 06-1510 06-1990	DUE TO/FROM OTHER GOVERNMENTS			( ( (	312,762.56) 3,300.00) 8,285.20 44,795.00)		
	TOTAL ASSETS					(	352,572.36)
	LIABILITIES AND EQUITY						
	LIABILITIES						
06-2000	ACCOUNTS PAYABLE			(	2,486.88)		
	TOTAL LIABILITIES					(	2,486.88)
	FUND EQUITY						
06-2900	FUND BALANCE: URA FUND BALANCE REVENUE OVER EXPENDITURES - YTD	(	357,212.06) 7,126.58				
	BALANCE - CURRENT DATE			(	350,085.48)		
	TOTAL FUND EQUITY					(	350,085.48)
	TOTAL LIABILITIES AND EQUITY					(	352,572.36)

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

			URA FUND					
		PER	IOD ACTUAL	Y	TD ACTUAL	BUDGET	UNEXPENDED	PCNT
	URA EXPENDITURES							
06-99-0-6301	PROFESSIONAL SVCS - URA LEGAL	(	11,531.34)	(	7,126.58)	30,000.00	37,126.58	( 23.8)
	TOTAL SUB DEPARTMENT 0	(	11,531.34)	(	7,126.58)	30,000.00	37,126.58	( 23.8)
	TOTAL URA EXPENDITURES	(	11,531.34)	(	7,126.58)	30,000.00	37,126.58	( 23.8)
	TOTAL FUND EXPENDITURES	(	11,531.34)	(	7,126.58)	30,000.00	37,126.58	( 23.8)
	NET REVENUE OVER EXPENDITURES		11,531.34		7,126.58	.00	( 7,126.58	) .0

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

ACCOMMODATINS TAX FUND

#### ASSETS

07-1000	CASH ALLOCATED TO OTHER FUNDS			29,157.68	
	TOTALASSETS				
	LIABILITIES AND EQUITY				
	LIABILITIES				
07-2000	ACCOUNTS PAYABLE			350.00	
	TOTAL LIABILITIES				350.00
	FUND EQUITY				
	FUND BALANCE:				
07-2900	ACCOMMODATIONS TAX REVENUE OVER EXPENDITURES - YTD	(	29,755.77 948.09)		
	BALANCE - CURRENT DATE			28,807.68	
	TOTAL FUND EQUITY				28,807.68
	TOTAL LIABILITIES AND EQUITY				29,157.68

#### ACCOMMODATINS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	ACCOMMODATIONS TAX REVENUES					
07-300-3710	CITY SHARE OF HOUSING DIRECTOR	.00	.00	35,000.00	35,000.00	.0
07-300-3715	MERCHANT FEE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
07-300-3800	ACCOMMODATIONS TAX	101.91	101.91	215,000.00	214,898.09	.1
	TOTAL ACCOMMODATIONS TAX REVENUES	101.91	101.91	251,500.00	251,398.09	.0
	TOTAL FUND REVENUE	101.91	101.91	251,500.00	251,398.09	.0

#### ACCOMMODATINS TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ACCOMMODATIONS TAX EXPENDITURE					
07-40-0-5000	HOUSING DIRECTOR SERVICES	.00	.00	70,000.00	70,000.00	.0
07-40-0-6000	PROFESSIONAL SERVICES	350.00	1,050.00	6,400.00	5,350.00	16.4
07-40-0-6307	MERCHANT FEE	.00	.00	2,000.00	2,000.00	.0
07-40-0-6400	TOURISM PANEL SHARE	.00	.00	83,902.00	83,902.00	.0
07-40-0-6410	MISCELLANEOUS HOUSING PROJECTS	.00	.00	89,198.00	89,198.00	.0
	TOTAL SUB DEPARTMENT 0	350.00	1,050.00	251,500.00	250,450.00	.4
	TOTAL ACCOMMODATIONS TAX EXPENDITU	350.00	1,050.00	251,500.00	250,450.00	.4
	TOTAL FUND EXPENDITURES	350.00	1,050.00	251,500.00	250,450.00	.4
	NET REVENUE OVER EXPENDITURES	( 248.09)	( 948.09)	.00	948.09	.0

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

#### HIGH COUNTRY DEVELOPERS

	ASSETS			
08-1000 08-1502	CASH ALLOCATED TO OTHER FUNDS ACCOUNTS RECEIVABLE		29,071.11 159,031.00	
	TOTAL ASSETS			188,102.11
	LIABILITIES AND EQUITY			
	LIABILITIES			
08-2295	HIGH COUNTRY DEV DEPOSITS		88,493.36	
	TOTAL LIABILITIES			88,493.36
	FUND EQUITY			
08-2900	FUND BALANCE: HIGH COUNTY DEVELOPERS REVENUE OVER EXPENDITURES - YTD	99,608.75		
	BALANCE - CURRENT DATE		99,608.75	
	TOTAL FUND EQUITY			99,608.75
	TOTAL LIABILITIES AND EQUITY			188,102.11

#### CITY OF LEADVILLE BALANCE SHEET MARCH 31, 2023

#### FIRE DEPARTMENT FUND

#### ASSETS

10-1000	CASH ALLOCATED TO OTHER FUNDS				107,545.29	
	COMMUNITY FIRE DEPARTMENT				31,192.76	
10-1510	DUE FROM OTHER GOVERNMENTS			(	.31)	
10-1520	DUE FROM COUNTY				4,172.60	
	GRANTS RECEIVABLE			(	.01)	
					- /	
	TOTAL ASSETS					142,910.33
					=	
	LIABILITIES AND EQUITY					
	LIABILITIES					
10-2000	ACCOUNT PAYABLE - FIRE				57,334.60	
10-2200	FICA PAYABLE			(	146.28)	
10-2210	UNEMPLOYMENT PAYABLE			(	1.57)	
10-2215	HEALTH INSURANCE PAYABLE				152.24	
10-2221	CO F & P PENSION PAYABLE			(	1,289.05)	
10-2230	ACCRUED PAYROLL				10,496.68	
10-2240	FWT PAYABLE			(	.05)	
10-2250	SWT PAYABLE				17.00	
10-2261	FIRE UNION DUES PAYABLE			(	630.00)	
10-2265	MISCELLANEOUS PAYROLL PAYABLE				2,029.06	
	TOTAL LIABILITIES					67,962.63
	FUND EQUITY					
	FUND BALANCE:					
10-2900	FIRE DEPARTMENT FUND BALANCE		158,012.44			
	FIRE FUND BAL - PROG & TNG		262,125.00			
10 2001	REVENUE OVER EXPENDITURES - YTD	(	345,189.74)			
		(				
	BALANCE - CURRENT DATE				74,947.70	
	TOTAL FUND EQUITY					74,947.70
	TOTAL LIABILITIES AND EQUITY					142,910.33
					=	

#### FIRE DEPARTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FIRE REVENUES					
10-300-3300	COUNTY FIRE PROTECTION	.00	.00	1,283,934.00	1,283,934.00	.0
10-300-3308	PREVENT & INSPEC PRGM FEES	115.00	566.00	.00	( 566.00)	.0
10-300-3506	EARNINGS ON DEPOSIT-FIRE DEPT	6.62	19.22	.00	( 19.22)	.0
10-300-3515	CMC TRAINING CONTRIBUTION	13,500.00	13,500.00	13,500.00	.00	100.0
10-300-3621	SAFER GRANT REVENUE	.00	.00	198,320.00	198,320.00	.0
10-300-3900	TRANSFER FROM GENERAL FUND	45,854.87	137,564.61	550,258.00	412,693.39	25.0
10-300-4000	TRANSFER FROM FIRE FUND BALANC	.00	.00	98,072.00	98,072.00	.0
	TOTAL FIRE REVENUES	59,476.49	151,649.83	2,144,084.00	1,992,434.17	7.1
	TOTAL FUND REVENUE	59,476.49	151,649.83	2,144,084.00	1,992,434.17	7.1

#### FIRE DEPARTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE OPERATING EXPENDITURES:					
10-40-1-5000	SALARY	57,219.17	168,578.73	891,547.00	722,968.27	18.9
10-40-1-5001	SALARY - RESERVE PROGRAM	76.03	304.12	3,000.00	2,695.88	10.1
10-40-1-5007	OVERTIME	1,568.92	6,772.31	20,000.00	13,227.69	33.9
10-40-1-5010	HOLIDAY PAY	582.32	2,577.15	6,000.00	3,422.85	43.0
10-40-1-5011	FIRE BONUS	.00	.00	10,000.00	10,000.00	.0
10-40-1-5012	SAFER GRANT OVERTIME	660.74	796.03	.00	( 796.03)	.0
10-40-1-5013	SAFER GRANT QUALIFICATIONS COS	386.77	1,525.20	16,506.00	14,980.80	9.2
10-40-1-5030	CALL OUT	179.26	1,206.96	3,000.00	1,793.04	40.2
10-40-1-5031	OUT-OF-POSITION PAY	3,588.79	8,649.12	15,000.00	6,350.88	57.7
10-40-1-5120	FICA	123.36	303.52	1,505.00	1,201.48	20.2
10-40-1-5130	FICA MEDICARE	912.49	2,695.53	13,993.00	11,297.47	19.3
10-40-1-5140	DEFERRED PLAN	1,023.78	3,131.48	18,422.00	15,290.52	17.0
10-40-1-5145	CO F & P PENSION	5,359.91	15,623.56	82,676.00	67,052.44	18.9
10-40-1-5146	FPPA OLD HIRE CONTRIBUTION	.00	.00	15,582.00	15,582.00	.0
10-40-1-5150	HEALTH INSURANCE	7,188.38	20,810.33	86,183.00	65,372.67	24.2
10-40-1-5165	STATE UNEMPLOYMENT TAX	130.53	385.75	1,930.00	1,544.25	20.0
10-40-1-6202	SUPPLIES	290.69	1,306.53	6,500.00	5,193.47	20.1
10-40-1-6204	POSTAGE	118.21	118.21	200.00	81.79	59.1
10-40-1-6209	VEHICLE LEASE PAYMENTS	.00	.00	72,865.00	72,865.00	.0
10-40-1-6210	VEHICLE REPAIRS	360.45	11,770.88	35,000.00	23,229.12	33.6
10-40-1-6211	GAS AND OIL	2,231.36	6,835.30	25,000.00	18,164.70	27.3
10-40-1-6215	EQUIPMENT REPAIR & MAINTENANCE	374.82	419.81	3,000.00	2,580.19	14.0
10-40-1-6216	<b>BUILDING REPAIR &amp; MAINTENANCE</b>	279.07	1,199.06	5,000.00	3,800.94	24.0
10-40-1-6217	STATION FURNITURE	.00	.00	1,000.00	1,000.00	.0
10-40-1-6301	PROFESSIONAL SERVICES - LEGAL	.00	2,053.50	10,000.00	7,946.50	20.5
10-40-1-6307	ADMINISTRATIVE FEE	2,333.37	7,000.11	28,000.00	20,999.89	25.0
10-40-1-6308	VEHICLE UPGRADES FUND/TRANSFER	.00	.00	100,000.00	100,000.00	.0
10-40-1-6309	EQUIPMENT UPGRADES FUND/TRANSF	.00	.00	25,000.00	25,000.00	.0
10-40-1-6310	EDUCATION & CONFERENCES	2,811.00	4,994.00	13,000.00	8,006.00	38.4
10-40-1-6311	TRAVEL	3,885.69	6,713.53	20,000.00	13,286.47	33.6
10-40-1-6312	DUES & MEMBERSHIP	100.00	1,310.00	1,300.00	( 10.00)	100.8
10-40-1-6330	TELEPHONE	252.80	869.58	3,500.00	2,630.42	24.9
10-40-1-6340	UTILITIES	1,478.94	5,978.28	31,000.00	25,021.72	19.3
10-40-1-6401	UNIFORM ALLOWANCE	184.51	3,486.40	8,000.00	4,513.60	43.6
10-40-1-6403	PHYSICALS	.00	.00	9,200.00	9,200.00	.0
10-40-1-6501	OTHER EXPENSES	1,694.90	1,858.91	1,000.00	( 858.91)	185.9
10-40-1-6520	INSURANCE	18,433.42	48,808.99	117,783.00	68,974.01	41.4
10-40-1-6533	COMMUNICATION EQUIPMENT	.00	.00	12,500.00	12,500.00	.0
10-40-1-6550	COMPUTER EQUIPMENT/MAINTENANCE	999.13	3,996.52	16,000.00	12,003.48	25.0
10-40-1-6551	COMPUTER SOFTWARE	14,617.65	24,660.15	10,400.00	( 14,260.15)	237.1
10-40-1-6701	VOLUNTEER OTHER	5,800.56	12,304.88	49,000.00	36,695.12	25.1
10-40-1-6705	FIRE PREVENTION	.00	.00	2,500.00	2,500.00	.0
10-40-1-6715	PUBLICATIONS	.00	.00	300.00	300.00	.0
10-40-1-6720	FOAM ABC & ETC	.00	.00	1,000.00	1,000.00	.0
10-40-1-6721	RESCUE EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-40-1-6725	LADDER & AIR TESTS	.00	.00	4,500.00	4,500.00	.0
10-40-1-6730	PHYSICAL PROTECTION EQUIPMENT	15,360.00	17,987.75	19,500.00	1,512.25	92.2
10-40-1-6734	HAZMAT EQUIP/SUPPLIES	17.99	17.99	1,900.00	1,882.01	1.0
10-40-1-6735	MEDICAL EQUIPMENT	234.00	386.99	3,000.00	2,613.01	12.9
10-40-1-6736	MINOR EQUIPMENT	.00	328.28	4,000.00	3,671.72	8.2
10-40-1-6738	HOSE	.00	.00	3,500.00	3,500.00	.0
10-40-1-6901	OFFICE EQUIPMENT EXPENDITURES	578.77	591.89	1,900.00	1,308.11	31.2
	-			,		

#### FIRE DEPARTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL FIRE OPERATING EXPENDITURES	151,437.78	398,357.33	1,834,192.00	1,435,834.67	21.7
	TOTAL FIRE OPERATING EXPENDITURES	151,437.78	398,357.33	1,834,192.00	1,435,834.67	21.7
	FIRE CONTRACT SERVICE EXPENDIT:					
10-50-1-5034	WILDFIRE DEPLOYMNT EMPLEE PMTS	.00	372.21	.00	( 372.21)	.0
10-50-1-5130	FICA MEDICARE - EMPLR	.00	5.15	.00	( 5.15)	.0
10-50-1-5165	SUTA WILDFIRE DEPLOYMENT EXPENSES	00.	.74	.00	( .74)	.0
10-50-1-6534 10-50-1-6535	VFA GRANT EXPENDITURES	80.02 .00	240.06 10,008.25	.00 .00	( 240.06) ( 10,008.25)	0. 0.
	CAPITAL ASSET ACQUISITION	.00	10,008.23	42,600.00	31,627.80	.0 25.8
	TOTAL FIRE CONTRACT SERVICE EXPENDI	80.02	21,598.61	42,600.00	21,001.39	50.7
				42,000.00		
	TOTAL FIRE CONTRACT SERVICE EXPENDI	80.02	21,598.61	42,600.00	21,001.39	50.7
	WILDLAND SUPPLEMENTAL PROGRAM:					
10-60-1-6000	STATION II	1,382.18	10,019.16	.00	( 10,019.16)	.0
10-60-1-6305	TRAINING SUPPORT FOR INTERNSHI	.00	.00	40,000.00	40,000.00	.0
10-60-1-6902	CAPITAL ASSET ACQUISITION	24,111.36	24,111.36	28,972.00	4,860.64	83.2
	TOTAL WILDLAND SUPPLEMENTAL PROGRA	25,493.54	34,130.52	68,972.00	34,841.48	49.5
	TOTAL WILDLAND SUPPLEMENTAL PROGRA	25,493.54	34,130.52	68,972.00	34,841.48	49.5
	SAFER GRANT EXPENDITURES:					
10-70-1-5000	SALARY	11,157.94	33,473.82	151,164.00	117,690.18	22.1
10-70-1-5130	FICA MEDICARE	159.01	477.18	2,192.00	1,714.82	21.8
10-70-1-5140	DEFERRED PLAN	.00	.00	3,779.00	3,779.00	.0
10-70-1-5145	CO F & P PENSION	1,060.04	3,180.10	14,361.00	11,180.90	22.1
10-70-1-5150	HEALTH INSURANCE	649.40	1,948.20	18,826.00	16,877.80	10.4
10-70-1-5165	STATE UNEMPLOYMENT TAX (SUTA)	22.29	66.93	453.00	386.07	14.8
10-70-1-6520	INSURANCE - WORKERS' COMP	901.72	3,606.88	7,545.00	3,938.12	47.8
	TOTAL SAFER GRANT EXPENDITURES	13,950.40	42,753.11	198,320.00	155,566.89	21.6
	TOTAL SAFER GRANT EXPENDITURES	13,950.40	42,753.11	198,320.00	155,566.89	21.6
	TOTAL FUND EXPENDITURES	190,961.74	496,839.57	2,144,084.00	1,647,244.43	23.2
	NET REVENUE OVER EXPENDITURES	( 131,485.25)	( 345,189.74)	.00	345,189.74	.0

#### Check Register - Council Check Issue Dates: 3/16/2023 - 4/12/2023

#### Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
03/20/2023	77560		That Old Chestnut, LLC	Refund of 2023 Business License	Business Licenses	50.00
Total :					-	50.00
Accommoda	tions Tax Ex	penditur	e			
04/03/2023	77592	Acco	GovOS, Inc	LODGINGRevs Tax Collection	Professional Services	350.00
Total Ac	commodatio	ns Tax E	xpenditure:		-	350.00
Animal Shelt						
03/28/2023		Anima	Acorn Petroleum	Fuel	Gas and Oil	68.96
03/28/2023	77577	Anima	Pinnacol Assurance	4 of 9 Payments - A/S	Insurance	386.64
03/28/2023	77579	Anima	Revival Animal Health, LLC	Health Supplies for Animals	Animal Expenses	1,582.70
03/28/2023	77582	Anima	Silver City Printing	Toner for Printer	Office Equipment Expen	149.13
04/03/2023	77588	Anima	BigHorn Hardware	Toggle Bolts for Shelving	Supplies	13.98
04/03/2023	77590	Anima	CIRSA	2nd Qtr Property/Casual Insurance - A/S	Insurance	1,299.12
04/03/2023	77595	Anima	Peak Performance Imaging Solutions	Monthly IT Support - A/S	Computer Equipment/M	225.24
04/10/2023	77604	Anima	Appliance Factory	Industrial Washer & Dryer/Split Cost with Pla	Animal Shelter Capital	2,934.92
04/10/2023	77604	Anima	Appliance Factory	Industrial Washer & Dryer/Planned Pethood	Animal Shelter Capital	1,600.00
04/10/2023	77606	Anima	Caselle	Monthly Support - A/S	Computer Equipment/M	70.00
04/10/2023	77608	Anima	Charter Communications	A/S - Internet	Internet Animal Shelter	48.48
04/10/2023	77608	Anima	Charter Communications	A/S - Telephone	Telephone	48.48
04/10/2023	77613	Anima	Kristylee Francis	Medication Needed for Fospice Cat/Reimbur	Animal Expenses	34.00
04/10/2023	77619	Anima	Parkville Water District	Animal Shelter - 2333	Utilities	57.61
04/12/2023	77632	Anima	Corporate Payment Systems	Ark Valley Humane Society/Feral Cay Spay	Animal Expenses	95.00
04/12/2023	77632	Anima	Corporate Payment Systems	BigHorn Ace/Masks & Respirators/Needed fo	Supplies	23.98
04/12/2023	77632	Anima	Corporate Payment Systems	Silverthorne Veterinary Hospital/Exam & Med	Animal Expenses	394.77
04/12/2023		Anima	Corporate Payment Systems	Safeway/Medication for Sick Cat	Animal Expenses	16.74
04/12/2023	77632	Anima	Corporate Payment Systems	Safeway/Snacks for Staff	Other Expenses	13.48
04/12/2023	77632	Anima		Grateful Paws/Marrow Bones for Canine Enri	•	32.82
04/12/2023	77632	Anima	Corporate Payment Systems Corporate Payment Systems	Big R/(3) Cat Traps/Needed for PD Hoarding	Animal Expenses	169.97
04/12/2023		Anima	Corporate Payment Systems	High Mountain Pies/Pizza for Staff Training S	Supplies Other Expenses	55.26
Total Ar	imal Shelter:				-	6,121.28
Conservatior	Trust Fund				-	
04/03/2023		Conse	BigHorn Hardware	(3) Keys for Zaitz Park	Misc. Conservation	5.37
04/06/2023	77601	Conse	Paula Martinez	Zaitz Park Bathroom Cleaning Service	Parks Maintenance	900.00
04/10/2023	77619	Conse	Parkville Water District	Parks - 4	Parks Maintenance	71.50
04/10/2023	77619	Conse	Parkville Water District	Elm Street Park - 1086	Parks Maintenance	57.00
Total Co	onservation T	rust Fun	d:		-	1,033.87
Fire Contract	Service Exp	pendit				
04/10/2023	77627	Fire C	Verizon Wireless	F/D WildLand Tablets	Wildfire Deployment Ex	80.02
Total Fi	e Contract S	ervice Ex	kpendit:		-	80.02
Fire Operatin						
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - 602	Gas and Oil	36.44
03/28/2023		Fire O	Acorn Petroleum	Fuel - 603	Gas and Oil	21.57
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - Command 1	Gas and Oil	108.37
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - Command 2	Gas and Oil	177.85
03/28/2023	77564	Eiro O	Acorn Petroleum	Fuel - Command 3	Gas and Oil	35.87

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Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - Engine 1	Gas and Oil	713.66
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - Engine 2	Gas and Oil	50.02
03/28/2023	77564	Fire O	Acorn Petroleum	Fuel - Truck 1	Gas and Oil	59.33
03/28/2023	77566	Fire O	Bo Knickman	Meals per Diem/Trip to Boise for Type 3 Final	Travel	134.00
03/28/2023	77567	Fire O	Cassidy Bailey	Meals per Diem/Trip to Boise for Type 3 Final	Travel	134.00
03/28/2023	77570	Fire O	Colorado Division of Fire Prevention	2023 Winter Fire School/Zak Slutzky	Education & Conference	450.00
03/28/2023	77571	Fire O	Dan Dailey	87 Miles per Diem/Trip to Lowe's to Pick up	Travel	57.05
03/28/2023	77571	Fire O	Dan Dailey	Meals per Diem/Trip to Boise for Final Inspec	Travel	56.00
03/28/2023	77571	Fire O	Dan Dailey	Meals per Diem/Trip to Loveland for ICC Con	Travel	144.00
03/28/2023	77574	Fire O	LH Foster Properties	April 2023 Resident Rental Payment	Volunteer Other	2,000.00
03/28/2023	77576	Fire O	Municipal Emergency Services	SCBA Repair	Equipment Repair & Mai	347.22
03/28/2023	77577	Fire O	Pinnacol Assurance	4 of 9 Payments - F/D	Insurance	5,955.12
04/03/2023	77588	Fire O	BigHorn Hardware	Stain for Locker Feet at Station II	Building Repair & Maint	59.99
04/03/2023	77588	Fire O	BigHorn Hardware	American Flag & Duct Tape	Supplies	41.98
04/03/2023	77588	Fire O	BigHorn Hardware	Ice Melt for Station I	Building Repair & Maint	39.98
04/03/2023		Fire O	BigHorn Hardware	Mop Heads	Supplies	19.98
04/03/2023	77588	Fire O	BigHorn Hardware	Oil Absorbent	Hazmat Equip/Supplies	17.99
04/03/2023	77590	Fire O	CIRSA	2nd Qtr Property/Casual Insurance - F/D		12,478.30
04/03/2023		Fire O	Express Toll	E470 Plaza D North Toll Road/Command 1	Travel	4.60
04/03/2023		Fire O	Express Toll	E470 Plaza E North Toll Road/Command 1	Travel	4.60
04/03/2023		Fire O	Peak Performance Imaging Solutions	Monthly IT Support - F/D	Computer Equipment/M	999.13
04/03/2023	77599	Fire O	Waste Management JPMC	F/D - April 2023 Trash Pick Up	Utilities	454.0
04/03/2023	77600	Fire O	Xcel Energy	FD/816 Harrison Ave.	Utilities	847.30
04/10/2023	77603	Fire O	Acorn Petroleum	Fuel - 602	Gas and Oil	29.9
04/10/2023		Fire O	Acorn Petroleum	Fuel - Command 2	Gas and Oil	254.2
04/10/2023		Fire O	Acorn Petroleum	Fuel - Command 3	Gas and Oil	39.80
04/10/2023		Fire O	Acorn Petroleum	Fuel - Engine 1	Gas and Oil	624.90
04/10/2023		Fire O	Acorn Petroleum	Fuel - Engine 2	Gas and Oil	16.40
04/10/2023		Fire O	Acorn Petroleum	Fuel - Truck 1	Gas and Oil	36.9
04/10/2023		Fire O	Bo Knickman	238 Miles per Diem/Trip to DIA/Pick up Type	Travel	155.89
04/10/2023		Fire O	Bo Knickman	Meals per Diem/Trip to Boise/Pick up Type III	Travel	148.00
04/10/2023		Fire O	Cassidy Bailey	238 Miles per Diem/Trip to DIA/Pick up Type	Travel	155.89
04/10/2023		Fire O	Cassidy Balley	Meals per Diem/Trip to Boise/Pick up Type III	Travel	148.00
04/10/2023	77608	Fire O	Charter Communications	F/D - Internet	Utilities	80.49
04/10/2023	77608	Fire O	Charter Communications	F/D - Telephone	Telephone	80.48
04/10/2023		Fire O	Colorado Division of Fire Prevention	NFA 2023 Winter Fire School/Dave McCann	Education & Conference	125.00
04/10/2023		Fire O	Colorado Division of Fire Prevention	Fire Emergency Services Instructor I/Keegan	Education & Conference	30.00
04/10/2023			Colorado Division of Fire Prevention	Driver Operator/Nicolas Stern	Volunteer Other	30.00
04/10/2023		Fire O	Colorado Division of Fire Prevention	Driver Operator Pumper/Zak Slutzky	Education & Conference	30.00
04/10/2023		Fire O	Colorado Division of Fire Prevention	Driver Operator Pumper/Nathan Allen	Volunteer Other	30.00
04/10/2023		Fire O	Colorado Division of Fire Prevention	Fire Officer I/Leo Schmitt	Education & Conference	20.00
04/10/2023		Fire O	Galls, LLC	Firefighter Pants/Jacobi	Uniform Allowance	184.5
04/10/2023		Fire O	Lexipol, LLC	Policy & Procedure Training Management Sy	Computer Software	7,034.7
04/10/2023		Fire O	Lexipol, LLC	Policy & Procedure Management Implementa	Computer Software	14,427.6
04/10/2023		Fire O	LN Curtis and Sons	Xtreme Jackets & Gloves	Physical Protection Equi	15,360.00
		Fire O				
04/10/2023 04/10/2023		Fire O	O'Reilly Automotive, Inc.	Replacement Bulb on Engine 1	Equipment Repair & Mai Equipment Repair & Mai	23.5 4.0
			O'Reilly Automotive, Inc.	Spark Plug Tire Shine		
04/10/2023		Fire O	O'Reilly Automotive, Inc.	Tire Shine	Supplies Utilities	9.4
04/10/2023		Fire O	Parkville Water District	Fire Dept - 1377		97.0 219.7
04/10/2023		Fire O	Peak Performance Imaging Solutions	Meter Bill for Savin MP C2503	Office Equipment Expen	218.7
04/10/2023		Fire O	Peak Performance Imaging Solutions	Maintenance Agreement for Savin MP C2503	Office Equipment Expen	340.0
04/10/2023		Fire O		Wireless Mouse	Office Equipment Expen	11.4
04/10/2023		Fire O	Quill Corporation	Computer Wrist Pad	Office Equipment Expen	8.5
04/10/2023		Fire O	Safeway, Inc.	Intern Stipend Meals April 2023	Volunteer Other	617.8
04/10/2023		Fire O	Safeway, Inc.	Intern Stipend Meals March 2023	Volunteer Other	617.8
04/10/2023		Fire O	Safeway, Inc.	Intern Stipend Meals April 2023	Volunteer Other	823.8
04/10/2023	77627	Fire O	Verizon Wireless	F/D Cell Phones & Toughbook	Telephone	172.3

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11.90

64.77

21.70

47.92

60.00

174.06

348.12

696.00

179.10

190.00

15.39

7.99 236.00

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31.25

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68.38

12.87

234.00

360.45

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22.00

50.00

25.85

696.00

59.00

25.00

118.21

219.24

73,407.65

687.96

1,200.00

Check	Check	dept		Description	Invoice GL Account Title	Check
Issue Date	Number		Payee			Amount
0.4/4.0/00000		<u> </u>				
04/12/2023	77632	Fire O	Corporate Payment Systems	Uber/Trip from Boise Airport to BME Fire Truc		11.9
04/12/2023		Fire O	Corporate Payment Systems	Amazon/Frames for Awards Ceremony	Other Expenses	64.
04/12/2023	77632	Fire O	Corporate Payment Systems	Arby's/Meal/Boise Trip to BME Fire Trucks/Fi	Travel	21.
04/12/2023		Fire O	Corporate Payment Systems	Off Broadway Deli/Boise Trip to BME Fire Tru	Travel	47.9
04/12/2023		Fire O	Corporate Payment Systems	Denver International Airport/Parking/Boise Tri		60.
04/12/2023	77632		Corporate Payment Systems	Holiday Inn/Lodging/Boise Trip to BME Fire T		174.0
04/12/2023	77632	Fire O	Corporate Payment Systems	Holiday Inn/Lodging/Boise Trip to BME Fire T	Travel	348.
04/12/2023	77632	Fire O	Corporate Payment Systems	Embassy Suites/Lodging/International Code	Travel	696.0
04/12/2023	77632	Fire O	Corporate Payment Systems	Lowe's/Sink for Station I	Building Repair & Maint	179.
04/12/2023	77632	Fire O	Corporate Payment Systems	Venngage/Design Software	Computer Software	190.0
04/12/2023	77632	Fire O	Corporate Payment Systems	High Country BBQ/Food for Awards Ceremon	Other Expenses	1,200.0
04/12/2023	77632	Fire O	Corporate Payment Systems	Family Dollar/Plates & Napkins for Awards C	Other Expenses	15.3
04/12/2023	77632	Fire O	Corporate Payment Systems	Safeway/Utensils for Awards Ceremony	Other Expenses	7.9
04/12/2023	77632	Fire O	Corporate Payment Systems	Silver Llama/Dessert for Awards Ceremony	Other Expenses	236.
04/12/2023	77632	Fire O	Corporate Payment Systems	Dollar Tree/Frames for Awards Ceremony	Other Expenses	25.
04/12/2023	77632	Fire O	Corporate Payment Systems	Dollar Tree/Frames for Awards Ceremony	Other Expenses	31.
04/12/2023	77632	Fire O	Corporate Payment Systems	Buena Vista LaGreer/Table Cloths for Awards	Other Expenses	6.3
04/12/2023	77632	Fire O	Corporate Payment Systems	Family Dollar/Table Cloths for Awards Cerem	Other Expenses	27.
04/12/2023	77632	Fire O	Corporate Payment Systems	Safeway/Drinks for Awards Ceremony	Other Expenses	68.3
04/12/2023	77632	Fire O	Corporate Payment Systems	Buena Vista LaGreer/Ice for Awards Ceremo	Other Expenses	12.5
04/12/2023	77632	Fire O	Corporate Payment Systems	AEDUSA/AED Pads for Med Bag	Medical Equipment	234.
04/12/2023	77632	Fire O	Corporate Payment Systems	Mill Supply/Latches for WT-1 Compartment D	Vehicle Repairs	360.4
04/12/2023	77632	Fire O	Corporate Payment Systems	Fire Marshal's Association of Colorado/Annu	Dues & Membership	50.
04/12/2023	77632	Fire O	Corporate Payment Systems	International Code Council/Code Book on EV	Education & Conference	22.
04/12/2023	77632	Fire O	Corporate Payment Systems	National Fie Sprinkler Association/Membersh	Dues & Membership	50.
04/12/2023	77632	Fire O	Corporate Payment Systems	Kum & Go/Fuel/Trip to Loveland/International	Gas and Oil	25.8
04/12/2023	77632	Fire O	Corporate Payment Systems	Embassy Suites/Lodging/International Code	Travel	696.0
04/12/2023	77632	Fire O	Corporate Payment Systems	JEMS Academy/EMT Refresher Course/Knic	Education & Conference	59.0
04/12/2023	77632	Fire O	Corporate Payment Systems	Southwest Airlines/Flight to Boise to Pick Up	Travel	687.
04/12/2023		Fire O	Corporate Payment Systems	National Registry EMT/Recertification/Knick	Education & Conference	25.0
04/12/2023		Fire O	Corporate Payment Systems	B and B Shipping/Ship Turnout Pants for Alte	Postage	118.2
					3-	

Costco/Supplies for Station I

Total Fire Operating Expenditures:

**General Operating Expenditures** 

04/12/2023

Contrai Operating	g Expon	antaroo	
03/28/2023	77565	Gener	American Fence Company Inc
03/28/2023	77575	Gener	Little Joe's Lockshop
03/28/2023	77577	Gener	Pinnacol Assurance
03/28/2023	77577	Gener	Pinnacol Assurance
03/28/2023	77578	Gener	Quill Corporation
03/28/2023	77578	Gener	Quill Corporation
03/28/2023	77580	Gener	Ronald W. Carlson
03/28/2023	77581	Gener	Salida Fire Extinguishers, LLC
03/28/2023	77583	Gener	Silver Dollar Saloon
03/30/2023	77587	Gener	Casa Blanca Restaurant
04/03/2023	77588	Gener	BigHorn Hardware
04/03/2023	77588	Gener	BigHorn Hardware
04/03/2023	77588	Gener	BigHorn Hardware
04/03/2023	77590	Gener	CIRSA
04/03/2023	77590	Gener	CIRSA
04/03/2023	77592	Gener	GovOS, Inc
04/03/2023	77594	Gener	Little Joe's Lockshop
04/03/2023	77595	Gener	Peak Performance Imaging Solutions
04/03/2023	77596	Gener	Pitney Bowes Global Financial Services
04/03/2023	77597	Gener	Rocky Mountain Bottled Water
04/03/2023	77597	Gener	Rocky Mountain Bottled Water

77632 Fire O Corporate Payment Systems

Supplies

Fencing for Parklet Installation	CDOT Main Street Gran	115.00
Keys for HR Employee File Cabinets	Supplies	32.03
4 of 9 Payments - C/H	Insurance	6,274.52
Deductible - Police Department	Insurance	742.08
Miscellaneous Cleaning Supplies/City Hall	Supplies	186.76
Engraved Nameplate/Erin Lusin	Supplies	16.38
March 2023 Municipal Court Services	Legal Fees-Pros. Attorn	750.00
(8) New Fire Extinguishers for Office Space	Building Maintenance	740.00
Food for State of the Community 2023 Event	Supplies	1,462.00
Lunch for Street Department Discussion	Operating Expenses	138.40
Ice Melt	Building Maintenance	59.94
Supplies for Hanging Pictures/Laurie's Office	Supplies	31.96
City Hall Painting Supplies	Building Maintenance	67.56
2nd Qtr Property/Casual Insurance - C/H	Insurance	23,661.22
2022 Loss Control Audit	Insurance	338.25-
LODGINGRevs STR Monitoring & Complianc	Professional Services -	833.33
(5) Keys/City Hall	Supplies	9.00
Monthly IT Support - C/H	Computer Equipment/M	1,299.44
SendPro Mailstation Lease Payment	Postage	77.37
Bottled Water Service	Supplies	37.49
Stainless Steel H/C	Supplies	10.00

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Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
04/03/2023	77598	Gener	SHI International Corp	FortiToken Cloud Subscription/1 Year/Networ	Computer Equipment/M	625.40
04/03/2023	77598	Gener	SHI International Corp	FortiGate Firewall & Switch/Network Security	Computer Equipment/M	2,133.10
04/03/2023	77599	Gener	Waste Management JPMC	C/H - April 2023 Trash Pick Up	Utilities	454.02
04/03/2023	77600	Gener	Xcel Energy	Area Lights Metered/104 E. 8th St.	Street Lighting	36.12
04/03/2023	77600	Gener	Xcel Energy	Area Lights Metered/105 W. 4th St.	Street Lighting	29.73
04/03/2023	77600	Gener	Xcel Energy	116 E. 5th St./Tabor Home	Tabor Home Expenses	354.1
04/03/2023	77600	Gener	Xcel Energy	Area Lights Metered/105 W. 8th St.	Street Lighting	38.8
04/03/2023	77600	Gener	Xcel Energy	CH/800 Harrison Ave./84%	Utilities	1,768.3
04/03/2023	77600	Gener	Xcel Energy	Area Lights Metered/104 E. 4th St.	Street Lighting	34.4
04/03/2023	77600	Gener	Xcel Energy	610 Harrison Ave/Zaitz Park	Street Lighting	227.10
04/03/2023	77600	Gener	Xcel Energy	127 W. 4th St./House with the Eye	House with the Eye Exp	165.2
04/03/2023	77600	Gener	Xcel Energy	Street Lights	Street Lighting	2,662.86
				-		,
04/03/2023	77600	Gener		Traffic Light	Street Lighting	112.30
04/03/2023	77600	Gener	Xcel Energy	Street Light Maintenance/One Time Charge	Street Lighting	577.87
04/10/2023	77606	Gener	Caselle	Monthly Support - C/H	Computer Equipment/M	855.00
04/10/2023	77608	Gener	Charter Communications	Tabor Home/Telephone for Security System	Tabor Home Expenses	49.99
04/10/2023	77608	Gener	Charter Communications	Internet for Offices in Tabor Home	Telephone	49.99
04/10/2023	77608	Gener	Charter Communications	C/H - Telephone & Internet (70%)	Telephone	280.03
04/10/2023	77612	Gener	Gloria Perez	Spanish Translation for HPC Open House Fly	Historic Preservation Co	35.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219379/Road Closures for Ski Joring	Other Expenses	300.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219465/Help Wanted/Administrative Assistan	Other Expenses	108.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219465/Help Wanted/Administrative Assistan	Other Expenses	108.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219465/Help Wanted/Administrative Assistan	Other Expenses	108.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219769/HPC Open House	Historic Preservation Co	133.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219769/HPC Open House	Historic Preservation Co	103.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219769/HPC Open House	Historic Preservation Co	103.00
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	219662/Public Notice/January 2023 Expendit	Legal Publications	35.60
04/10/2023	77618	Gener	O'Rourke Media Group, LLC	220081/Public Notice/Marijuana Renewal/Ele	Legal Publications	11.35
04/10/2023	77619	Gener	Parkville Water District	Tabor - 1340	Tabor Home Expenses	57.00
04/10/2023	77619	Gener	Parkville Water District	City Hall - 1378	Utilities	71.50
04/10/2023	77619		Parkville Water District	809 Spruce St 1196	809 Spruce St. Utilities	58.82
04/10/2023	77621	Gener	Professional Document Solutions, Inc.	Monthly Copier Usage/March 2023	Xerox Copier	85.0
04/10/2023	77622		Quill Corporation	Miscellaneous Cleaning Supplies/City Hall	Supplies	86.57
04/10/2023		Gener	Quill Corporation	Miscellaneous Office Supplies/City Hall	Supplies	130.7
04/10/2023	77622		Quill Corporation	Miscellaneous Office Supplies/City Hall	Supplies	294.98
04/10/2023	77624		Stephen Whittington	Section 106 Workshop/Includes Meal & Lodgi	Historic Preservation Co	324.63
		Gener		(59) EAP Services 4/1/23 - 6/30/23	Professional Services -	1,056.69
04/10/2023		-			<b>_</b>	
04/10/2023	77627	Gener	Verizon Wireless	C/H Cell Phones	Telephone	213.00
04/10/2023		Gener	Xcel Energy	301 Harrison Ave./Electric	EV Charging Station Util	1,329.19
04/10/2023	77629	Gener	Xcel Energy	809 Spruce Street/Gas & Electric	809 Spruce St. Utilities	503.75
04/10/2023	77630	Gener	Xerox Financial Services	February 2023 Copier Lease Payment	Xerox Copier	173.9
04/10/2023		Gener	Xerox Financial Services	March 2023 Copier Lease Payment	Xerox Copier	173.9
04/10/2023	77631	Gener	Lori Hope Colitz	Holeshot Property Services/Roof & Siding	CDOT Main Street Gran	11,086.35
04/10/2023	77631	Gener	Lori Hope Colitz	Parklet Progression	CDOT Main Street Gran	480.0
04/10/2023	77631	Gener	Lori Hope Colitz	Miscellaneous Materials	CDOT Main Street Gran	226.1
04/12/2023	77632	Gener	Corporate Payment Systems	Colorado Bureau of Investigation/Backgroun	Other Expenses	4.0
04/12/2023	77632	Gener	Corporate Payment Systems	Lenovo/New Computer for Laurie Simonson	Computer Equipment/M	1,188.50
04/12/2023	77632	Gener	Corporate Payment Systems	Micorsoft Office/Laurie's New Computer	Computer Equipment/M	249.9
04/12/2023	77632	Gener	Corporate Payment Systems	Amazon/DVI Cable for Laurie's New Comput	Computer Equipment/M	11.69
04/12/2023	77632	Gener	Corporate Payment Systems	Colorado Bureau of Investigation/Backgroun	Other Expenses	4.0
04/12/2023		Gener	Corporate Payment Systems	Zoom/Virtual Meetings	Other Expenses	199.9
04/12/2023		Gener	Corporate Payment Systems	Freight/Venue for the 2023 State of the Com	Operating Contingency	300.0
04/12/2023		Gener	Corporate Payment Systems	Harperrose Studios/2023 State of the Comm	Operating Contingency	237.3
04/12/2023		Gener	Corporate Payment Systems	Colorado Municipal League/2023 Conference	Education & Conference	295.0
04/12/2023		Gener	Corporate Payment Systems	Colorado Municipal League/2023 Conference	Education & Conference	395.00
				2 States manopar Longao/2020 Comolende		000.0

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Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
Total G	eneral Opera	ting Expe	enditures:		-	67,183.4
Police Depar	tment				-	
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-11	Gas and Oil	135.7
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	98.3
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-13	Gas and Oil	108.7
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-14	Gas and Oil	123.8
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-15	Gas and Oil	59.2
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-16	Gas and Oil	96.0
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	283.7
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	98.0
03/28/2023	77564	Police	Acorn Petroleum	Fuel/82-7	Gas and Oil	106.0
03/28/2023	77568	Police	Centura Health	Forensic Exam/Case #2300010	Investigative Expenditur	300.0
03/28/2023	77569	Police	Century Link	P/D Direct Redundancy Line	Telephone	176.2
03/28/2023	77573	Police	LAWS-Lighting, Accessory & Warning	Battery Power Draw for Emergency Equipme	Vehicle Repairs	728.7
03/28/2023	77581	Police	Salida Fire Extinguishers, LLC	Police Car Fire Extinguisher Annual Inspectio	Equipment Repair & Mai	221.0
04/03/2023	77593		Kenneth Chavez	Best Buy/Investigative Supplies/Case #2300	Investigative Expenditur	31.5
04/03/2023	77593		Kenneth Chavez	Home Depot/Investigative Supplies/Case #23	Investigative Expenditur	6.2
04/03/2023	77593		Kenneth Chavez	B and B Shipping/Mailing for Investigation/Ca	Investigative Expenditur	358.9
04/03/2023	77593	Police	Kenneth Chavez	Best Buy/Investigative Supplies/Case #2300	Investigative Expenditur	107.4
04/03/2023	77595	Police	Peak Performance Imaging Solutions	Monthly IT Support - P/D	Computer Equipment/M	1,749.9
04/03/2023	77600		Xcel Energy	PD/800 Harrison Ave./16%	Utilities	336.8
04/10/2023	77602 77603		Academy Solutions Acorn Petroleum	Sticker Badges	Supplies Gas and Oil	305.: 33.:
04/10/2023	77603	Police	Acorn Petroleum	Fuel/82-10 Fuel/82-11	Gas and Oil	111.2
04/10/2023						117.(
04/10/2023	77603	Police	Acorn Petroleum	Fuel/82-12	Gas and Oil	
04/10/2023	77603		Acorn Petroleum	Fuel/82-13	Gas and Oil	109.4
04/10/2023	77603		Acorn Petroleum	Fuel/82-14	Gas and Oil	119.6
04/10/2023	77603			Fuel/82-15	Gas and Oil	108.7
04/10/2023	77603	Police	Acorn Petroleum	Fuel/82-4	Gas and Oil	150.4
04/10/2023	77603	Police	Acorn Petroleum	Fuel/82-5	Gas and Oil	66.9
04/10/2023	77603		Acorn Petroleum	Fuel/82-7	Gas and Oil	44.8
04/10/2023	77608	Police	Charter Communications	P/D - 2nd Modem/March 2023	Utilities	55.2
04/10/2023	77608	Police	Charter Communications	P/D - Telephone & Internet (30%)	Telephone	120.0
04/10/2023	77621		Professional Document Solutions, Inc.	Monthly Copier Usage/March 2023	Office Equipment Expen	12.1
04/10/2023	77625		Steve Nofziger	Towing & Processing of Abandoned Vehicles	Towing	275.0
04/10/2023	77627		Verizon Wireless	P/D Cell Phones & Tablets	Telephone	984.2
04/10/2023	77630	Police	Xerox Financial Services	February 2023 Copier Lease Payment	Xerox Copier Lease	173.9
04/10/2023	77630		Xerox Financial Services	March 2023 Copier Lease Payment	Xerox Copier Lease	173.9
04/12/2023	77632		Corporate Payment Systems	TransUnion/Investigative Tool	Investigative Expenditur	75.0
04/12/2023		Police	Corporate Payment Systems	Safeway/Drinks & Snacks for Staff during Ski	Other Expenses	134.8
04/12/2023		Police	Corporate Payment Systems	ADT Security/Evidence Room Monitoring	Investigative Expenditur	19.9
04/12/2023	77632	Police	Corporate Payment Systems	High Altitude Lube & Tire/Tire Repair on 82-1	Vehicle Repairs	90.
04/12/2023	77632	Police	Corporate Payment Systems	Yardhouse/Meal/Sex Offender Training/Flore	Travel	71.4
04/12/2023	77632	Police	Corporate Payment Systems	Wendy's/Meal/Sex Offender Training/Flores	Travel	21.
04/12/2023	77632	Police	Corporate Payment Systems	Quality Inn/Lodging/Sex Offender Training/FI	Travel	119.4
04/12/2023	77632	Police	Corporate Payment Systems	Quality Inn/Lodging/Sex Offender Training/J.	Travel	119.4
04/12/2023	77632	Police	Corporate Payment Systems	Twin Peaks/Meal/Blue & Gold Training/Hans	Travel	58.
04/12/2023	77632	Police	Corporate Payment Systems	Arby's/Meal/Blue & Gold Training/Hanson &	Travel	19.
04/12/2023	77632	Police	Corporate Payment Systems	Buffalo Wild Wings/Meal/Blue & Gold Trainin	Travel	49.
04/12/2023	77632	Police	Corporate Payment Systems	Arby's/Meal/Blue & Gold Training/Hanson &	Travel	23.
04/12/2023	77632	Police	Corporate Payment Systems	Panda Express/Meal/Blue & Gold Training/H	Travel	27.
04/12/2023	77632	Police	Corporate Payment Systems	Courtyard by Marriott/Lodging/Blue & Gold Tr	Travel	463.
04/12/2023	77632		Corporate Payment Systems	Courtyard by Marriott/Lodging/Blue & Gold Tr		448.
04/12/2023		Police	Corporate Payment Systems	TGI Fridays/Meal/Blue & Gold Training/Hans	Travel	58.

Check Register - Council

Page: 5

City of Leadville

Total Polic SAFER Grant E 03/28/2023	Check Number	dept		Description		
SAFER Grant E 03/28/2023 Total SAFI Street Departm 03/20/2023			Payee	Description	Invoice GL Account Title	Check Amount
03/28/2023 Total SAFI Street Departm 03/20/2023	ce Departm	ent:			_	9,889.03
Total SAFI Street Departm 03/20/2023	Expenditure	es				
Street Departm 03/20/2023	77577	SAFE	Pinnacol Assurance	4 of 9 Payments - SAFER	Insurance - Workers' Co —	901.72
03/20/2023	ER Grant E	Expenditu	ures:		_	901.7
	ent					
03/28/2023	77559	Street	Larry Bogeart	Big R/Work Boot/Larry Bogeart	Uniform Allowance	106.8
	77564	Street	Acorn Petroleum	Fuel - 03 Ford Pick Up	Gas and Oil	34.3
03/28/2023	77564	Street	Acorn Petroleum	Fuel - 2020 Mack Dump Truck	Gas and Oil	102.1
03/28/2023	77564	Street	Acorn Petroleum	Fuel - 2021 Mack Dump Truck	Gas and Oil	269.94
03/28/2023	77564	Street	Acorn Petroleum	Fuel - 2021 938 Loader	Gas and Oil	623.74
03/28/2023	77564	Street	Acorn Petroleum	Fuel - CAT #1 928G	Gas and Oil	166.0
03/28/2023	77564	Street	Acorn Petroleum	Fuel - CAT #2 298G	Gas and Oil	340.4
03/28/2023	77564	Street	Acorn Petroleum	Fuel - CAT #3 930K	Gas and Oil	742.9
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Grader Cat 140H	Gas and Oil	194.0
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Grader Cat 150	Gas and Oil	340.3
03/28/2023	77564	Street	Acorn Petroleum	Fuel - International Dump Truck #1	Gas and Oil	117.2
03/28/2023	77564	Street	Acorn Petroleum	Fuel - International Dump Truck #2	Gas and Oil	196.2
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Mack Dump Truck	Gas and Oil	221.6
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Plow Truck #1	Gas and Oil	67.5
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Plow Truck #2	Gas and Oil	98.1
03/28/2023	77564	Street	Acorn Petroleum	Fuel - Plow Truck #3 F250	Gas and Oil	201.4
03/28/2023	77572	Street	Kois Brothers Equipment Co., Inc.	Snowplow Repair on Ford F250	Equipment Repair & Mai	249.9
03/28/2023	77584	Street	Snap-On Credit LLC	Ethos Edge Diagnostic Software Update Fee	Vehicle Repairs	38.9
04/03/2023	77589	Street	Century Tire Inc.	Tires for 2014 930K Loader	Equipment Repair & Mai	11,554.0
04/03/2023	77595	Street	Peak Performance Imaging Solutions	Monthly IT Support - S/D	Computer Equipment/M	225.2
04/03/2023	77600	Street	Xcel Energy	SD/326 E. 6th St.	Utilities	125.0
04/03/2023	77600	Street	Xcel Energy	SD/330 E. 6th St.	Utilities	1,384.4
04/10/2023	77603	Street	Acorn Petroleum	Fuel - 03 Ford Pick Up	Gas and Oil	96.7
04/10/2023	77603	Street	Acorn Petroleum	Fuel - 2021 Mack Dump Truck	Gas and Oil	194.3
04/10/2023	77603	Street	Acorn Petroleum	Fuel - 2021 938 Loader	Gas and Oil	356.7
04/10/2023	77603	Street	Acorn Petroleum	Fuel - CAT #1 928G	Gas and Oil	380.8
04/10/2023	77603	Street	Acorn Petroleum	Fuel - CAT #3 930K	Gas and Oil	239.1
04/10/2023	77603	Street	Acorn Petroleum	Fuel - Grader CAT 150	Gas and Oil	218.3
04/10/2023	77603	Street	Acorn Petroleum	Fuel - International Dump Truck #2	Gas and Oil	201.3
04/10/2023	77603	Street	Acorn Petroleum	Fuel - Mack Dump Truck	Gas and Oil	297.9
04/10/2023	77603	Street	Acorn Petroleum	Fuel - Plow Truck #1	Gas and Oil	41.6
04/10/2023	77603	Street	Acorn Petroleum	Fuel - Plow Truck #2	Gas and Oil	103.5
04/10/2023	77603	Street	Acorn Petroleum	Fuel - Plow Truck #3 F250	Gas and Oil	56.0
04/10/2023	77608	Street	Charter Communications	S/D - Telephone & Internet	Telephone	106.0
04/10/2023	77616	Street	NAPA Auto Parts	Bulk Oil for Trucks	Vehicle Repairs	1,067.9
04/10/2023	77616	Street	NAPA Auto Parts	PTO Repair on 2009 Mack Dump Truck	Equipment Repair & Mai	402.8
04/10/2023	77617	Street	O'Reilly Automotive, Inc.	Maintenance Supplies for Vehicles	Equipment Repair & Mai	215.9
04/10/2023	77617	Street	O'Reilly Automotive, Inc.	DEF for Loaders & Graders	Gas and Oil	71.9
04/10/2023	77619	Street	Parkville Water District	Street Dept - 1033	Utilities	71.5
04/10/2023	77627	Street	Verizon Wireless	S/D Cell Phones	Telephone	122.3
04/10/2023	77628	Street	Wagner Equipment Company	Replacement Lamp for 930K Loader	Equipment Repair & Mai	195.7
04/10/2023	77628	Street	Wagner Equipment Company	Repair to Metal Pless Blade Hooks	Equipment Repair & Mai	2,401.4
04/10/2023	77628	Street	Wagner Equipment Company	Oil Sample Kit for 930K	Equipment Repair & Mai	26.2
Total Stree	et Departm	ent:			-	24,269.4
JRA Expenditu 03/20/2023			CliftonLarsonAllen LLP	Leadville Urban Renewal Services/Septembe	Professional Svcs - UR	5,850.3

#### Check Register - Council Check Issue Dates: 3/16/2023 - 4/12/2023

Page: 7 Apr 12, 2023 04:29PM

Check Issue Date	Check Number	dept	Payee	Description	Invoice GL Account Title	Check Amount
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/Septembe	Professional Svcs - UR	5,850.31-
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/October 2	Professional Svcs - UR	3,378.90
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/October 2	Professional Svcs - UR	3,378.90-
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/November	Professional Svcs - UR	710.85
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/November	Professional Svcs - UR	710.85-
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/December	Professional Svcs - UR	921.90
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/December	Professional Svcs - UR	921.90-
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/January 2	Professional Svcs - UR	669.38
03/20/2023	77558	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/January 2	Professional Svcs - UR	669.38-
04/10/2023	77609	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/Septembe	Professional Svcs - UR	5,850.31
04/10/2023	77609	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/October 2	Professional Svcs - UR	3,378.90
04/10/2023	77609	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/November	Professional Svcs - UR	710.85
04/10/2023	77609	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/December	Professional Svcs - UR	921.90
04/10/2023	77609	URA E	CliftonLarsonAllen LLP	Leadville Urban Renewal Services/January 2	Professional Svcs - UR	669.38
Total UI	RA Expenditu	ires:			-	11,531.34
Wildland Sup	plemental P	rogram				
03/20/2023	77557	Wildla	BME Fire Trucks LLC	Final Payment for Type III Fire Aparatus	Capital Asset Acquisitio	24,111.36
04/12/2023	77632	Wildla	Corporate Payment Systems	Lowe's/Supplies for Station II	Station II	1,382.18
Total W	ildland Suppl	emental	Program:		-	25,493.54
Grand 1	otals:					220,311.35

Report Criteria: Report type: GL detail



AGENDA ITEM #<mark>8A</mark>

# CITY COUNCIL COMMUNICATION FORM

MEETING DATE: April 18<sup>th</sup>, 2023

SUBJECT: TUP for FREIGHT Leadville to host the 2023 Leadville Pride Parade

#### PRESENTED BY: Lori Tye

ORDINANCE \_\_\_\_RESOLUTION \_X\_\_MOTION INFORMATION

I. <u>**REQUEST OR ISSUE:**</u> Temporary Use Permit for Leadville Pride Parade on Saturday June 17<sup>th</sup>, 2023 from 4:00 pm until 4:20 pm.

The applicant requests a Temporary Delay of Harrison Ave, from 4<sup>th</sup> St to 8<sup>th</sup> St, and a Police and Fire department escort for the parade.

- **II.** <u>BACKGROUND INFORMATION</u>: This is the first year for the Pride Parade. It will be a parade celebrating those in the LGBTQTA, and their allies! Organizations like Full Circle, SWAP and Lake County Build a Generation will be supporting. This event is open to anyone that wants to support.
- III. FISCAL IMPACTS: N/A
- V. <u>LEGAL ISSUES:</u> N/A
- VI. <u>STAFF RECOMMENDATION</u>: Consider, Review and Approve Temporary Use Permit for the Leadville Pride Parade, on Harrison from 4<sup>th</sup> to 8<sup>th</sup> streets from 4:00 pm to 4:20 pm, Saturday, June 17<sup>th</sup>, 2023. Applicant and City staff had a meeting regarding available City services that day and how the applicant could help. Applicant is providing volunteers to assist the City in making this a safe parade, and has adjusted the route from E 9<sup>th</sup> St to E 8<sup>th</sup> St per the City's request. Staff recommends the City provide police and fire escorts and the required road closures/traffic delays.
- VII. <u>COUNCIL OPTIONS</u>: Approve, Approve with Condition or Deny
- VIII. <u>PROPOSED MOTION</u>: Motion to approve Temporary Use Permit for FREIGHT Leadville to host the Leadville Pride Parade on Saturday, June 17<sup>th</sup>, 2023 from 4:00 pm to 4:20 pm.
- **IX.** <u>ATTACHMENTS</u>: Complete Temporary Use Permit Application, with route map, as well as this cover sheet.



Email: <u>adminservices@leadville-co.gov</u>

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

### **Temporary Use Permit Application (Event):**

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

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

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

Reasons that your application may be denied are:

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

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

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

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

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



Email: <u>adminservices@leadville-co.gov</u> Phone: 719-486-2092 Fax: 719 486-5813

# **APPLICATION**

# Event Title: <u>leadville Pride Parade</u>

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

The pride parade will be a parade celebrating those
in the LGBTQTA, and their allies. Organizations like Full
Circle, SWAP, + Lake county Build a Ocneration will be supporting.
This event is open to anyone that wants to be supplifit.
Set up $Date N/a Time n/a Day of Week N/a$
Event Starts Date Jun 17 Time 4:00 pm Day of Week Saturday
Event Ends Date JUN 17 _ Time 4:20 pm Day of Week Soturday
Dismantle Date <u>pla</u> Time <u>pla</u> Day of Week <u>pla</u>
Location(s) requested: Start at 100th block of East Fourth
Street, walk For parade down to FREIGHTON
East Ninth Street.
Anticipated Attendance (not including participants)Total $\frac{\sqrt{1000}}{\sqrt{100}}$ Per Day $\frac{\sqrt{1000}}{\sqrt{100}}$ (1 doy)Anticipated ParticipantsTotal $\frac{\sqrt{1000}}{\sqrt{100}}$ Per Day $\frac{\sqrt{10000}}{\sqrt{10000}}$ Total: $\frac{\sqrt{100000}}{\sqrt{1000000}}$
Anticipated # of vehicles
Host Organization FREIGHT Leadville
Chief Officer of Host Organization Elsa Tharp
Applicant (Contact) Name Elsa Tharp
Address 320 E 9th St. City Leadville State CO Zip 80461
Telephone Number <u>+ (719)-293-1053</u> FAX Number <u>N/a</u>
Pager/Cellular <u>303.478.1512</u> E-Mail Address: <u>elso@freightleodville</u> .com



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

#### **APPLICATION,** CONTINUED

If your event will impact city services please give description:

N/A

٩.

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

			ere to the City of Le please indicate in th	
YES	NO		-	
	Contract of Contract of Contract			
		 · · · · · · · · · · · · · · · · · · ·		

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

YES NO



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

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

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

Name of Insurance Agency <u>Auto Owners Insurance</u>
Address PO Box 30660 City Lansing State MIZip 48929
Telephone Number <u>517·323 ·1200</u> Pager/Cellular
Contact Name Henry Ham
Policy Type <u>Commercial</u> General Liability Coverage
Policy Amount 2 Million dollars Policy Number 184632-74928011-2



Email: adminservices@leadville-co.gov

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

#### **APPLICATION, CONTINUED**

1

#### Please Provide an Event Map that includes the following information

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

ua D Location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.

- $\sqrt{\alpha}$   $\Box$  Provision of minimum twenty-foot (20') emergency access lanes throughout the event venue.
- $\sqrt{\alpha}$   $\Box$  Location of first-aid facilities and ambulances.
- UC Location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- Ja D A detailed or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills.
- $u/\omega \square$  Generator locations and/or source of electricity.
- $Ma \square$  Placement of vehicles and/or trailers. (walking/moving through)  $Ma \square$  Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- $n_{\ell} = 0$  Other related event components not listed above.

#### **CERTIFICATION:**

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

Print Name Host Organization FREIGHT
Print Name of Authorized Agent ECSA THARP
Title MANAGER MEMBER
Signature Cha Choup
Date FEB. 9, 2023
Approved by:



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

#### **APPROVAL/DENIAL PAGE**

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

#### **REQUEST HAS BEEN:**

Event approved:		<b>Event Denied</b>		
Date			Date	
INSURANCE REQUIRED? (Attach Certificate of Insurance to t			NO	
Special Events Permit Requirement	ts:			
				_
	-1			_ 1
				_
				_
				<b>-</b>
		St		_ 1
<u> </u>				<b>-</b>
	- 14	100		-1
Approval Granted by:	(c1))			
Date:				



Email: <u>adminservices@leadville-co.gov</u> Phone: 719-486-2092 Fax: 719 486-5813

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

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

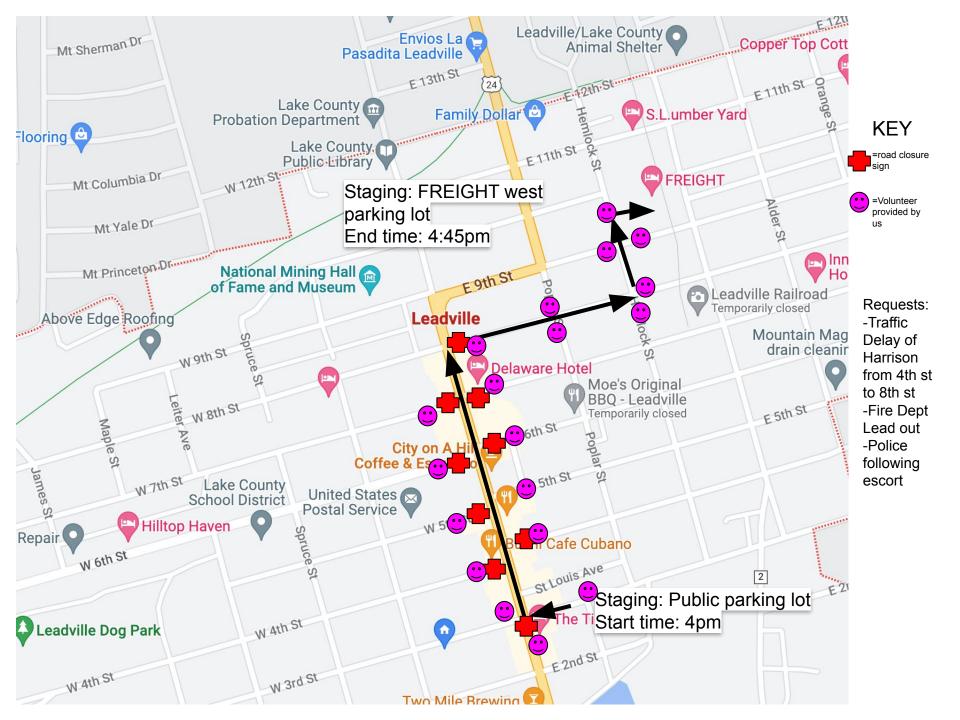
SIGNATURE	DATE	
<b>City Street Dept.:</b> CONDITIONS	S / RESTRICTIONS/ COMMENTS	
SIGNATURE	DATE	
Police Department: CONDITIO	NS / RESTRICTIONS/COMMENTS	
SIGNATURE	DATE	
Fire Department: CONDITIONS	S / RESTRICTIONS/ COMMENTS	
	DATE	
Health Dept. (food): CONDITIO	NS / RESTRICTIONS/ COMMENTS	
	DATE	
Lake County Building & Land U	I <mark>se (HWY 24 Closure):</mark> CONDITIONS / RESTRICTIONS/ COMME	ENTS
SIGNATURE	DATE	



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

Colorado Department of transportation (HWY 24 Closure): CONDITIONS / RESTRICTIONS/COMMENTS	
SIGNATUREDATE	
Lake County Road & Bridge (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENTS	
SIGNATUREDATE	
Lake County Sheriff (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENTS	
SIGNATUREDATE	
Lake County Emergency Services (HWY 24 Closure): CONDITIONS / RESTRICTIONS/COMMENTS	
SIGNATUREDATE	
To be filled out by the respective departments, if applicable: total costs to the City in labor hours and/or dol	lars.
Police Dept.:labor hrs; at \$per hr plus \$in fuel & supplies for a total \$	
Street Dept.:labor hrs; at \$per hr plus \$in fuel & supplies for a total \$	
Fire Dept.:labor hrs; at \$ per hr plus \$in fuel & supplies for a total \$	
Total Labor: Total Fuel & Supplies:	

gr-





Email: <u>adminservices@leadville-co.gov</u> Phone: 719-486-2092 Fax: 719 486-5813

# **APPLICATION**

# Event Title: <u>leadville Pride Parade</u>

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

The pride parade will be a parade celebrating those
in the LGBTQTA, and their allies. Organizations like Full
Circle, SWAP, + Lake county Build a Ocneration will be supporting.
This event is open to anyone that wants to be supplifit.
Set up $Date N/a Time n/a Day of Week N/a$
Event Starts Date Jun 17 Time 4:00 pm Day of Week Saturday
Event Ends Date JUN 17 _ Time 4:20 pm Day of Week Soturday
Dismantle Date <u>pla</u> Time <u>pla</u> Day of Week <u>pla</u>
Location(s) requested: Start at 100th block of East Fourth
Street, walk For parade down to FREIGHTON
East Ninth Street.
Anticipated Attendance (not including participants)Total $\frac{\sqrt{1000}}{\sqrt{100}}$ Per Day $\frac{\sqrt{1000}}{\sqrt{100}}$ (1 doy)Anticipated ParticipantsTotal $\frac{\sqrt{1000}}{\sqrt{100}}$ Per Day $\frac{\sqrt{10000}}{\sqrt{10000}}$ Total: $\frac{\sqrt{100000}}{\sqrt{1000000}}$
Anticipated # of vehicles
Host Organization FREIGHT Leadville
Chief Officer of Host Organization Elsa Tharp
Applicant (Contact) Name Elsa Tharp
Address 320 E 9th St. City Leadville State CO Zip 80461
Telephone Number <u>+ (719)-293-1053</u> FAX Number <u>N/a</u>
Pager/Cellular <u>303.478.1512</u> E-Mail Address: <u>elso@freightleodville</u> .com



Email: <u>adminservices@leadville-co.gov</u> Phone: 719-486-2092 Fax: 719 486-5813

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

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

. <del></del>		
SIGNATURE they' Jachan	APPROVED By Chapin LaChance at 12:18 pm, Mar 31, 2023	03/31/2023
<b>City Street Dept.:</b> CONDIT	TIONS / RESTRICTIONS/ COMMENTS	
		And the state of t
SIGNATURE	DATE	
Police Department: COND	ITIONS / RESTRICTIONS/COMMENTS	
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Fire Department: CONDIT	IONS / RESTRICTIONS/ COMMENTS	
SIGNATURE	DATE	
Health Dept. (food): COND	DITIONS / RESTRICTIONS/ COMMENTS	
-		
SIGNATURE	DATE	
Lake County Building & La	and Use (HWY 24 Closure): CONDITIONS	/ RESTRICTIONS/ C
SIGNATURE	DATE	

RIDE Parade

City of Leadville

**800 Harrison Avenue** Leadville, Colorado 80461 719-486-2092, Fax 719 486-1040

 Email:
 adminservices@leadville-co.gov
 www.cityofleadville.com

 MUST BE SIGNED BY THESE DEPARTMENTS BEFORE
 SUBMITTING APPLICATION

DEPARTMENT INPUT (to be attached to the permit file copy):

1.60

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

SIGNATURE	DATE
City Street Dept: CONDITIONS/RES Volateris- uppate Route to	GRICTIONS/COMMENTS/APPROVAL
SIGNATURE	DATE 4/5/23
Police Department: CONDITIONS / RES	STRICTIONS/COMMENTS/APPROVAL
SIGNATURE	DATE
Fire Department: CONDITIONS / RES	TRICTIONS/ COMMENTS/APPROVAL
SIGNATURE	DATE
Health Dept (food): CONDITIONS / RE	ESTRICTIONS/ COMMENTS/APPROVAL
SIGNATURE	DATE
City of Leadville: (Council) CONDITIO	NS / RESTRICTIONS/COMMENTS/APPROVAL
SIGNATURE	DATE
To be filled out by the respective depa	rtments, if applicable: total costs to the City in labor hours and/or dollars.
Police Dept.: labor hrs; at \$ p	per hr plus \$ in fuel & supplies for a total \$
Street Dept.: labor hrs; at \$ p	per hr plus \$ in fuel & supplies for a total \$
Fire Dept.: labor hrs; at \$p	per hr plus \$ in fuel & supplies for a total \$
Total Labor:	Total Fuel & Supplies:
Form adopted (date of adoption)	6 of 6



Email: adminservices@leadville-co.gov

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

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

SIGNATUREDATEDATE		
City Street Dept.: CONDITIONS /	/ RESTRICTIONS/ COMMENTS	
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Health Dept. (food): CONDITIONS	S / RESTRICTIONS/ COMMENTS	
SIGNATURE	DATE	
Lake County Building & Land Use	e (HWY 24 Closure): CONDITIONS / RESTRICTIONS/ COMMENT	
SIGNATURE	DATE	

JUP For LeadvillePride Parade



Email: adminservices@leadville-co.gov

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

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

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<b>Fire Department:</b> CONDITIONS / RESTRICTIO	NS/ COMMENTS
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LLCFK has no concerns with SIGNATURE Stept Boy	DATE 3/22/023
Health Dept. (food): CONDITIONS / RESTRICT	
SIGNATURE	DATE
Lake County Building & Land Use (HWY 24 Clo	osure): CONDITIONS / RESTRICTIONS/ COMM
SIGNATURE	DATE



Email: adminservices@leadville-co.gov

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

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

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

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Fire Department: CONDITIONS / RESTR	ICTIONS/ COMMENTS
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# AGENDA ITEM <mark>#8B</mark>

## CITY COUNCIL COMMUNICATION FORM

MEETING DATE: April 18, 2023

SUBJECT: Appointment of Planning and Zoning Commissioner Joey Edwards

PRESENTED BY: Chapin LaChance, AICP – Planning Director

ORDINANCE \_\_\_\_RESOLUTION \_\_X\_\_MOTION \_\_\_INFORMATION

### I. REQUEST OR ISSUE:

Staff recommends that Council appoint Alternate Commissioner Joey Edwards to fill the vacant Planning and Zoning Commissioner seat, for a six-year term expiring 4/18/2029.

## II. BACKGROUND INFORMATION:

Commissioner Joey Edwards has been serving as an Alternate on the Planning and Zoning Commission as of 01/25/2023. Mr. Edwards is a full-time resident of Leadville, living at 507 Alder St. Commissioner Cuiting Zhu resigned from the Commission on 4/4/2023. Mr. Edwards was automatically appointed, per Code, to fill Commissioner Zhu's term, which began 11/10/2021 after replacing an unknown Commissioner with an unknown term. Per Code, Commissioner Edwards has priority consideration for the vacant position with a six (6) year term.

Applicable excerpt from Leadville Municipal Code <u>Chapter 2.36 - PLANNING AND ZONING</u> <u>COMMISSION:</u> "The six remaining voting members and two alternates shall be appointed by the mayor, with the consent of council, and their terms shall be for six years, staggered so that one new member is appointed each year. In the event a member resigns before the expiration of their term, the senior alternate shall be accepted to fill that position without any action by the city council...Vacancies shall be filled for an unexpired term in the same manner as in the case of original appointments with priority consideration given to alternate members."

- III. FISCAL IMPACTS: None.
- IV. LEGAL ISSUES: None.

## VI. STAFF RECOMMENDATION:

Staff recommends Commissioner Edwards be appointed to a six-year term on the Planning and Zoning Commission, with the term expiring 4/18/2029.

## VII. COUNCIL OPTIONS:

- 1. Appoint Commissioner Edwards.
- 2. Do not appoint Commissioner Edwards.
- 3. Table consideration of the Appointment and provide direction to staff.

## VIII. PROPOSED MOTION:

"I move to appoint Mr. Josef Edwards of 507 Alder St. to a six-year term on the Planning and Zoning Commission, with the term expiring 4/18/2029."

## IX. ATTACHMENTS: None.

## **Josef Edwards**

507 Alder St Leadville, CO 80461 joey@proper-work.com (214) 686-2577

Mr. Chapin LaChance Planning Director, City of Leadville planningdirector@leadville-co.gov

10 January 2023

Director LaChance:

I'm very interested in applying for one of the two Leadville City Planning and Zoning Alternate positions on the Leadville City Planning and Zoning Commission.

My background is historic preservation in several different disciplines, concentrating in residential historic preservation.

Currently, I am a Commissioner of the Leadville Historic Preservation Commission (two years) as well as a Commissioner for the Lake County Planning and Zoning Commission (one year).

My wife and I are residents and homeowners in Leadville proper, as well as business owners here in the city. Our full-time business interests are:

- Two Dog Market at 603 Harrison Ave. Leadville's local bookstore and antiques shop
- Two Dog Travel an international small-group tour operator
- Proper Work I am a registered General Contractor here in Lake County specializing in historic preservation and renovations (both residential and commercial)

Additionally, we provide and support several long-term (only) residential rental units here in town.

I'm willing and able to commit both time and effort to the City Planning and Zoning Commission and hope to be able to contribute.

Sincerely,

Joey Edwards



AGENDA ITEM #8C

## CITY COUNCIL COMMUNICATION FORM

MEETING DATE: April 18, 2023

SUBJECT: Resolution No. 8, Series of 2023: A Resolution Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning Law Enforcement Mutual Aid

PRESENTED BY: Laurie Simonson, City Administrator

\_\_\_ORDINANCE X\_RESOLUTION \_\_\_\_MOTION \_\_\_\_INFORMATION

### I. <u>REQUEST OR ISSUE:</u>

Before City Council for consideration is Resolution No. 8, Series of 2023 ("Resolution"), which would approve an intergovernmental agreement ("IGA") with Lake County for the provision of mutual aid between the Leadville Police Department ("LPD") and Lake County Sheriff's Office ("LCSO").

### II. BACKGROUND INFORMATION:

The IGA before City Council for approval sets forth the terms and conditions under which the LPD and LCSO assist each other when responding to calls for service. The IGA makes it clear that one agency providing assistance to the other is voluntary, and there are no situations under which either party is required to provide assistance to the other. Generally, the IGA states that one party agrees to assist the other if the agency has enough personnel and equipment to provide the requested assistance. The police chief and sheriff have full discretion as to whether their respective agency has the capacity to provide assistance when requested.

In addition, the IGA covers:

- The procedure for the agencies to request assistance from each other;
- Responding to requests for assistance;
- Who is in charge of directing the peace officers when one agency is assisting another;
- Each agency's responsibility when discipline is needed;

- All peace officers' obligations to intervene in unlawful use of force and report it under state law;
- The process for conducting internal investigations involving mutual aid assistance;
- How to handle records requests, press releases, and confidential information; and
- Reimbursement/compensation for providing mutual aid to the other agency.

The IGA provides that neither party will request reimbursement or compensation from the other in 2023, but each agency will track their expenses related to providing mutual aid under the IGA. If the parties agree in writing after 2023 to reimburse each other for expenses incurred when providing aid to the other agency, then the parties may provide payment pursuant to that written agreement.

The IGA's initial term is through the end of 2023, and it automatically renews each year unless one or both parties terminate the IGA. Either Party may terminate the IGA for any reason with 30 days' notice to the other party.

## III. FISCAL IMPACTS:

None.

## V. LEGAL ISSUES:

None.

## VI. <u>RECOMMENDATION:</u>

Adopt Resolution No. 8, Series of 2023 to approve the intergovernmental agreement for mutual aid with Lake County.

### VII. COUNCIL OPTIONS:

Council may take one of the following actions:

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

### VIII. PROPOSED MOTION:

"I move to adopt Resolution No. 8, Series of 2023, A Resolution Approving an Intergovernmental Agreement Between the City of Leadville and Lake County Concerning Law Enforcement Mutual Aid."

### IX. ATTACHMENTS:

Resolution No. 8, Series of 2023 Intergovernmental Agreement for Mutual Aid (Exhibit 1 to Resolution)

## CITY OF LEADVILLE, COLORADO RESOLUTION NO. 8 SERIES OF 2023

## A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CONCERNING LAW ENFORCEMENT MUTUAL AID

**WHEREAS**, the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes ("C.R.S.") allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government; and

WHEREAS, the City of Leadville Police Department ("LPD") and Lake County Sheriff's Office ("LCSO") have the ability to assist each other with law enforcement services from time to time; and

WHEREAS, the City Council of the City of Leadville recognizes the benefits and advantages for LPD and LCSO to collaborate and support each other and the public to provide available, coordinated, and quality law enforcement and other emergency services; and

**WHEREAS**, Leadville and Lake County each desire to authorize the other to provide law enforcement service assistance in their respective jurisdictions; and

WHEREAS, City Council therefore finds that it is in the best interests of the public health, safety, and welfare to enter into an intergovernmental agreement, in substantially the form attached to this Resolution as **Exhibit 1**, with Lake County for law enforcement mutual aid.

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

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

<u>Section 2.</u> The City Council hereby: (a) approves the Intergovernmental Agreement for Mutual Aid ("Agreement") in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Administrator, to negotiate any changes to the Agreement as may be necessary that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

<u>Section 3.</u> <u>Severability</u>. 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 4th day of April 2023 by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against, and \_\_\_\_\_ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

City of Leadville Resolution No. 8 Series of 2023 Page 3

## <u>EXHIBIT 1</u> INTERGOVERNMENTAL AGREEMENT

(see attached document)

### INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made and entered into by and between the **City of Leadville**, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the "City"), and the **County of Lake**, a political subdivision of the State of Colorado, with offices at 505 Harrison Avenue, Leadville, Colorado 8046 ("County") (each referred to individually as a "Party" and collectively the "Parties").

### **RECITALS**

WHEREAS, the Colorado Constitution and the laws of the State of Colorado permit government entities to cooperate with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Article XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, the Parties may contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, upon authorization by the Parties; and

WHEREAS, the City of Leadville Police Department ("LPD") and Lake County Sheriff's Office ("LCSO") have the ability to assist each other with law enforcement services from time to time; and

WHEREAS, the City desires to authorize LCSO to provide law enforcement service assistance within the City; and

WHEREAS, the County desires to authorize LPD to provide law enforcement service assistance in areas of Lake County served by the LCSO; and

WHEREAS, each Party desires to enter into this Agreement to set forth the procedures and conditions of providing law enforcement mutual aid to the other Party.

NOW, THEREFORE, the Parties agree as follows:

### I. <u>PROVISION OF MUTUAL AID</u>

A. <u>Definitions</u>.

1. "Assisting Party" means the agency or Party that sends personnel, vehicles, resources or equipment to a Requesting Party pursuant to this Agreement.

2. "Officer in Charge" means the senior or highest-ranking officer on duty for a Requesting Party who has responsibility for directing the agency at the time the Requesting Party is receiving mutual aid from the Assisting Party.

3. "Requesting Party" means the agency or Party that has a need for assistance and that requests aid pursuant to this Agreement.

B. <u>LPD Assistance to LCSO</u>. The LPD will assist the LCSO when requested, subject to available resources and consistent with applicable laws and policies of the LPD. The Parties hereby authorize members of the LPD to render law enforcement services within the areas of Lake County served by the LCSO when such assistance is requested by the LCSO.

C. <u>LCSO Assistance to LPD</u>. The LCSO will assist the LPD when requested, subject to available resources and consistent with applicable laws and policies of the LCSO. The Parties hereby authorize members of the LCSO to render law enforcement services within the City of Leadville when such assistance is requested by the LPD.

D. <u>LPD Members Appointed as Deputies</u>. As permitted by C.R.S. § 30-10-506, the Lake County Sheriff will appoint each sworn LPD member as a deputy, and each duly appointed LPD member shall have such powers and authority conferred by law on the Lake County Sheriff's deputies when rendering law enforcement services within the specified scope of services and geographic areas of Lake County served by the LCSO when such assistance is requested by the LCSO. The Lake County Sheriff may revoke such appointments at will.

## E. <u>Requests for Assistance</u>.

1. <u>Making a Request for Assistance</u>. The Parties agree that all requests for assistance pursuant to this Agreement shall be given upon the direction of the City Representative or County Representative, as applicable. When the City Representative or County Representative calls for assistance pursuant to this Agreement, such Representative shall state the specific services, equipment and personnel needed and shall give explicit directions as to the location where assistance is required.

2. <u>Responding to Requests for Assistance</u>. Each Party to this Agreement will respond to a request for assistance by making available to the Requesting Party such personnel, vehicles, and equipment that can safely be sent or released to respond to the request. The Parties agree to use their best efforts to promptly respond to a request for mutual aid. The assistance rendered will be to the extent or scope of available personnel, vehicles, and equipment not immediately required for adequate protection of the territorial limits of the Assisting Party. The judgment of the Leadville Chief of Police or the Lake County Sheriff, or their respective designees, when in the role of the Assisting Party shall be final as to the personnel, vehicles, and equipment that are available to render assistance to the Requesting Party.

3. <u>Direction When Providing Assistance</u>. In any situation in which mutual aid is provided by an Assisting Party pursuant to this Agreement, the Representative of the Requesting Party or the Officer in Charge, as applicable, shall have full charge and authority over any Assisting Party's services, equipment and personnel.

F. <u>Qualifications</u>. The Assisting Party shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and may be required to disclose the qualification(s) and training level of personnel identified to provide assistance.

G. <u>Rights and Privileges</u>. Whenever the employees of a Party are rendering aid outside the area of their normal jurisdiction as an Assisting Party pursuant to this Agreement, such

employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by their employing Party regardless of where serving.

H. <u>Discipline</u>. If a member of either Party's law enforcement agency warrants reprimand, suspension, demotion, or dismissal from employment as a direct result of their involvement or participation in the provision of law enforcement services under this Agreement, disciplinary action shall be the responsibility of the member's employing agency. If immediate corrective or instructive action is warranted while services are being performed, the on-duty supervisor of the Party requesting assistance is authorized to issue the correction or instruction.

I. <u>Use of Force Interventions</u>. Any peace officer witnessing another peace officer using excessive force must intervene to stop the force being used and immediately report it as required by C.R.S. § 18-8-802, as amended, to the Officer in Charge for the Requesting Party.

J. <u>Internal Investigations</u>. For internal investigations arising out of incidents involving the provision of mutual aid by a Party under this Agreement, each law enforcement agency shall be responsible for investigating its own members as needed. Each Party agrees to reasonably cooperate and coordinate in the investigations by the other Party. If one law enforcement agency desires or is required to interview one or more members of the other law enforcement agency, a member of the officer's agency shall be allowed to be present during the interview. In addition, the officer(s) being interviewed shall be informed that the interview is being conducted in cooperation with the other law enforcement agency, and the officer(s) shall be provided Garrity advisements for such joint agency interviews, as required by law and applicable policies of the law enforcement agencies. For purposes of coordinating and communicating regarding internal investigations arising out of incidents involving the provision of mutual aid under this Agreement, the point of contact for the City is the City's Representative and the point of contact for the County is the County's Representative.

K. <u>Activities Outside of Scope or Not Performed in Good Faith</u>. No Party shall be required under this Agreement to indemnify, hold harmless and defend the other Party from any claim, loss, harm, liability, damage or cost or expense caused by or resulting from the activities of the other Party's officers, employees and/or agents acting in bad faith or performing activities beyond the scope of the requested assistance, their training or duties.

L. <u>Confidential Information</u>. The Parties acknowledge that information obtained and exchanged about criminal or administrative investigations in the performance of or related to this Agreement may be confidential. The Parties will protect and only release confidential information pursuant to the requirements of state and federal law and will provide and maintain a secure environment that ensures confidentiality of all confidential documents and information. This paragraph applies to all forms of confidential information, including but not limited to hard copy, electronic, video, audio, and photographic formats along with any confidential information contained in or accessed through any computerized data system that the parties may gain access to through this Agreement.

M. <u>Records Requests</u>. For records requests related to the provision of law enforcement services under this Agreement, the Requesting Party in whose jurisdiction the incident occurred

shall be responsible for responding to criminal justice records requests regarding such incidents. The Assisting Party agrees to cooperate as needed in providing any information required for the Requesting Party to properly respond to such records requests.

N. <u>Press Releases</u>. Press releases and/or the release of information to the media will be made by the agency in whose jurisdiction the event requiring assistance occurred in accordance with the releasing agency's media release policy. No other information shall be unilaterally released or provided to the media by any Party without prior approval by the other Party.

O. <u>No Obligation</u>. Provision of mutual aid under this Agreement is voluntary. Nothing herein obligates or shall be construed to obligate the LPD or LCSO to provide law enforcement services outside of their respective jurisdictions.

## II. <u>TERM AND TERMINATION</u>

A. <u>Term and Renewal</u>. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **December 31, 2023** Beginning on January 1, 2024, this Agreement shall automatically renew each year for additional one-year terms until terminated as provided in this Agreement.

B. <u>Termination</u>. This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other Party at least thirty (30) days prior to termination.

## III. <u>REPRESENTATIVES</u>

A. <u>City Representative</u>. The City representative for this Agreement shall be the Chief of Police or their designee ("City Representative"). City Council may designate another person to be the City Representative and will notify the County of such designation in writing. The City Representative shall act as the County's primary point of contact with the City for this Agreement.

B. <u>County Representative</u>. The County representative under this Agreement shall be Lake County Sheriff, or their designee ("County Representative"). In the event the Sheriff or their designee is not available, the Board of County Commissioners for the County may designate another person to be the County Representative and will notify the City of such designation in writing. The County Representative shall act as the City's primary point of contact with the County for this Agreement. The City Representative and County Representative together may be referred to herein as the "Representatives."

## IV. <u>REIMBURSEMENT</u>

A. <u>Waiver of Claims for Compensation</u>. Except as otherwise set forth in this Section and to the extent permitted by law, the Parties waive all claims for compensation from each other for mutual aid provided under this Agreement, including without limitation compensation for equipment, vehicles, supplies and materials used or expended while providing assistance to the other Party under this Agreement. B. <u>Reimbursable Expenses</u>. A Party may request assistance from the other Party in covering shifts when the Requesting Party has no POST certified and fully-field trained officers available ("Shift Coverage").

1. Through December 31, 2023, the Parties will track their respective Shift Coverage hours and expenses, then within a reasonable time after December 31, 2023, the Parties will submit respective reports itemizing such expenses incurred and meet to evaluate and mutually agree whether they will seek reimbursement from each other for such expenses as provided below.

2. After December 31, 2023, if the Parties mutually agree in writing that they will seek reimbursement from each other as provided above, the Parties agree that, subject to annual appropriation and approval pursuant to each Party's respective purchasing or procurement policies, as applicable, the Party requesting Shift Coverage will reimburse the Assisting Party for the cost of the regular wages, including any overtime, incurred by the Assisting Party for providing Shift Coverage subject to the terms of this Agreement. The Assisting Party may invoice the Requesting Party, and the Requesting Party shall review and pay such invoice within thirty (30) days of receipt of such invoice. Any Shift Coverage provided by one Party to the other is intended to constitute a "temporary assignment" under C.R.S. § 29-5-108 of each Party's personnel or equipment when operating in a jurisdiction other than its own.

3. The Parties agree that, if there is a dispute concerning reimbursement, they will meet and negotiate in good faith in order to resolve any such dispute. The Parties may choose to mediate any disputes concerning reimbursement using a mutually agreed upon mediator. The Parties will share the cost of mediation equally. The agreement by the Parties to mediate does not prevent either Party from pursuing any other lawful action, or remedy under this Agreement, to resolve such dispute.

## V. <u>INDEPENDENT CONTRACTOR</u>

Employees of a Party shall at all times while providing assistance continue to be employees of said Party and shall not be deemed employees of the other Party for any purpose. Wages, hours and other terms and conditions of employment of each Party shall remain applicable to all of its employees who provide assistance. Each Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Workers' compensation coverage shall apply as required by C.R.S. § 29-5-109.

EACH PARTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS AN ENTITY OTHER THAN THE OTHER PARTY PROVIDES SUCH BENEFITS. EACH PARTY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE OTHER PARTY. EACH PARTY ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT RELATED TO ITS OWN EMPLOYEES AND NOT THE EMPLOYEES OF THE OTHER PARTY.

## VI. INSURANCE AND GOVERNMENTAL IMMUNITY

A. Each Party shall procure and maintain in full force and effect such insurance or selfinsurance that will insure its obligations and liabilities under Colorado law, including workers' compensation, automobile liability and general liability. Such insurance of each Party shall be adequate to protect each respective party from liability claims and demands arising from the performance of duties under this Agreement and to cover all operations by the party's law enforcement officers under this Agreement.

B. To the extent permitted by law, each Party shall be responsible for its own negligent acts and neither Party shall be responsible for claims, demands, or judgment arising from the acts or omissions of the other Party, its employees or agents. All other legal liability and litigation arising from or out of the conduct or performance of the Parties shall be the responsibility of each law enforcement officer's respective agency; however, any law enforcement officer acting under the specific orders of a superior officer from another agency may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.

C. The Parties agree that if either Party receives a claim or lawsuit by any third party that relates to the performance of duties or actions taken pursuant to this Agreement, it will provide notice of the same to the other Party within a reasonable time. The Parties also agree to cooperate with one another and with the insuring entities of the Parties in defending any such claim.

D. Nothing in this Agreement shall be deemed a waiver by either Party of any immunity granted under the Colorado Governmental Immunity Act, Section 24-10-101, etc., C.R.S. or confer any benefits to any person not a party to this Agreement.

E. The provisions of this Agreement shall not be construed as restricting, modifying or abolishing the right of any member of either Party to receive workers' compensation benefits pursuant to C.R.S. § 29-5-109. Any pension fund payments payable to a member of a Party's law enforcement agency due to disability or death arising from the performance of their duties shall be made in accordance with C.R.S. § 29-5-110.

## VII. <u>MISCELLANEOUS</u>

A. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

B. <u>No Waiver</u>. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. <u>Notice</u>. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

### If to the City:

### If to County:

City of Leadville Attn: City Administrator Police Chief 800 Harrison Avenue Leadville, Colorado 80461	Lake County Attn: Sheriff Heath Speckman 505 Harrison Ave/PO Box 255 Leadville, CO 80461
With Copy to: Leadville City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to: Lake County Attorney 505 Harrison Avenue Leadville, CO 80461

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

F. <u>Modification</u>. This Agreement may only be modified upon written agreement signed by the Parties.

G. <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. <u>Rights and Remedies</u>. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

I. <u>Annual Appropriation</u>. Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

J. <u>Binding Effect</u>. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns as permitted under applicable law; provided that this Section shall not authorize assignment.

K. <u>No Third-Party Beneficiaries</u>. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

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

M. <u>Agreement Controls</u>. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

O. <u>Authority</u>. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and Lake County and bind their respective entities.

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

## REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

## **CITY OF LEADVILLE, COLORADO:**

By: \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_

Date of execution:

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

City Attorney

## LAKE COUNTY, COLORADO:

Printed Name: \_\_\_\_\_

Title:					

Date of execution:	

ATTEST:

County Clerk

APPROVED AS TO FORM (*excluding exhibits*):

County Attorney

## SECOND AMENDED AND RESTATED LAKE COUNTY 911 AUTHORITY INTERGOVERNMENTAL AGREEMENT

Effective [Month Day, Year]

This Second Amended and Restated Lake County 911 Authority Intergovernmental Agreement ( "Agreement") is made as of Month Day, Year (the "Effective Date"), by and between Lake County, a political subdivision of the State of Colorado acting by and through its Board of County Commissioners ("Lake County"), the City of Leadville, a municipal corporation ("Leadville"), St Vincent General Hospital District, a Colorado Special District and quasi-municipal district, a political subdivision of the State of Colorado as a duly organized and existing special district pursuant to Title 32, Article 1 C.R.S. ("SVH"), Leadville-Lake County Fire Rescue, the fire authority for Leadville and Lake County ("LLCFR"), and Leadville Police Department, the City of Leadville's police authority ("LPD"), and Lake County Sheriff's Office, the law enforcement authority for Lake County ("LCSO").

All entities referenced above may be referred to as a "Party" or the "Parties." Capitalized terms are defined throughout this Agreement.

#### Recitals

- A. The Parties are bodies politic and corporate within the State of Colorado.
- B. Leadville and Lake County entered into that certain Intergovernmental Agreement for E9-1-1 Telephone Service (the "Original IGA") dated October 17, 1990, which created the Lake County Emergency Telephone Service Authority (the "Authority"). The Original IGA was subsequently superseded by the First Amended and Restated Lake County 911 Authority Intergovernmental Agreement dated July 1, 2018, between Leadville and Lake County (the "First Amended IGA"). The Parties now wish to amend and restate the First Amended IGA through this Agreement to add new parties to the IGA and further clarify the roles and responsibilities of the Parties.
  - a. SVH, LLCFR are all new Parties to this Agreement.
- C. Pursuant to Part 1 of Article 11, Title 29, C.R.S. (the "Emergency Telephone Service Law"), the Parties have the authority to enter into this Agreement for the purpose of providing emergency telephone service and emergency notification services and to impose an emergency telephone charge (the "ETC").
- D. Part 2 of Article 1, Title 29, C.R.S., encourages and authorizes governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities. Specially, C.R.S. § 29-1-203.5authorizes the establishment of a separate legal entity for those purposes.

#### Agreement

*Now, therefore,* in consideration of the recitals set forth, which are incorporated into the body of this Agreement, and the mutual promises set forth in this Agreement, the Parties agree as follows:

### Article 1. The Authority

Section 1.01 <u>Continuation of the Authority as a Separate Legal Entity</u>. The Authority created under the Original IGA shall remain in existence and continue as a separate legal entity subject to the provisions of this Agreement.

Section 1.02 <u>Name of the Authority</u>. The Name of the Authority shall be the Lake County 911 Authority.

Section 1.03 State of the Authority.

- (a) The Authority is a separate legal entity pursuant to C.R.S. § 29-1-103.5. As such, the Authority is a political subdivision and public corporation of the State of Colorado and is separate from the Parties.
- (b) The Authority is and shall be a "public entity" pursuant to the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S. ("CGIA") and shall by operated in conformance with CGIA.

Section 1.04 <u>Boundaries of the Authority</u>. The boundaries of the Parties and their respective members, if any, as they may from time to time be changed, shall comprise the jurisdictional boundaries of the Authority.

Section 1.05 <u>Purpose of the Authority</u>. The purpose of the Authority is to support 9-1-1 service in the Authority's jurisdiction, including without limitation emergency telephone service, emergency notification service and basic emergency service. **"9-1-1"** means a three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.

#### Section 1.06 Powers of the Authority.

- (a) Emergency Telephone Service Law
  - (i) <u>Generally.</u> The Authority shall have all the rights and obligations of a "governing body" under the Emergency Telephone Service Law.
  - (ii) Emergency Telephone Charge
    - (1) Amount of the ETC. The Authority may set the amount of the ETC pursuant to the Emergency Telephone Service Law, specifically C.R.S. § 29-11-102(2).
    - (2) Annual Determination of the ETC Rate. Pursuant to the Emergency Telephone Service Law, specifically C.R.S. §29-11-103(3), the Authority shall annually establish the amount of the ETC such that, together with any surplus revenues carried forward, the ETC will produce sufficient revenues to fund the Authority's authorized expenditures with the additional funds contributed by the Parties.
      - Each Party will contribute a payment to fund the Authority and Dispatch. This payment shall be due the 1<sup>st</sup> of the calendar year, and the amount will be determined based on call volume at the time of the Authority budget adoption. The amount will be revised every three (3) years based on call volume statistics.

- (3) Handling of ETC Revenue. Monies collected from the ETC ("ETC Funds") shall by kept in accordance with the Emergency Services Telephone Law, specifically C.R.S. § 29-11-104(2).
- (b) Additional Authority. In order to enable the Authority to exercise its rights and perform its obligations, the Authority shall have the power and authority to do all of the following:
  - (i) Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property; (ii) adopt bylaws, rules and regulations regarding the exercise of its powers and the carrying out of its purposes; (iii) apply for and receive grants in its own name; (iv) conduct its business and affairs for the benefit of the Parties and their residents; (v) enter into, make, and perform contracts of every kind; (vi) engage, employ or appoint agents or service providers, including accounts, architects, attorneys, consultants, employees, engineers, and managers, and to pay the direct and indirect reasonable costs for services rendered to the Authority; (vii) purchase insurance; (viii) litigate, arbitrate, and/or mediate in its own name, (ix) receive contributions of gifts, grants, or services; and (x) exercise any additional power or authority not inconsistent with this Agreement, that is necessary or appropriate to carry out the intent of this Agreement.
  - (ii) The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth in the Bylaws. In the event of a conflict, direct or indirect, between a provision the Bylaws and this Agreement, this Agreement shall control.
- (c) Restrictions on Authority. Except as expressly authorized in this Agreement, the Authority shall not have the power or authority to do any of the following: (i) incur debt or issue revenue bonds, unless the Authority has sufficient unencumbered cash in its possession to pay the same; (ii) take property by eminent domain; or (iii) impose taxes; provided, however, that any Party, acting individually or jointly with another Party, may make any of the foregoing prohibited actions for the benefit of the Authority.

### Section 1.07 Obligations of the Authority.

- (a) <u>Annual Budget</u>. Unless the financial activities of the Authority are fully reported in the budget of one of the Parties, the Authority shall annually prepare a budget in accordance with the Local Government Budget of Colorado, Part 1 of Article 1, Title 29, C.R.S. The annual budget shall also be in compliance with the Lake County Government Financial Policies and include long range planning of at least three years from the budget year. The budget shall also include an overhead expense line item, to transfer to the Lake County Government General Fund, to cover overhead expenses provided by Lake County Government to include but not limited to services provided by Lake County Government. The Authority shall also follow the Lake County Government Procurement Policies.
- (b) <u>Annual Payments.</u> The Parties shall make annual contributions to fund the Authority. The amount of these payments will be based on call volume and the Party's use of the dispatch

center over a three-year average. During the budget process, the Board will review the past three years' call data from the Call Type Analysis CAD report provided by the Executive Director. The three years will consist of the last full calendar year, and the two prior years. Every year, the oldest year will roll off the average. The amounts paid will be sufficient to cover the approximate cost of the communication center, minus the expected yearly amount contributed by the ETC. These payments will be due by the first day of the new fiscal year, and will be paid to the Lake County Treasurer.

- a. A/The Party(ies) and E911 board may request a change to this process and submit a proposal to the Lake County Board of County Commissioners.
- (c) Distribution of Funds. Distribution of the Authority's funds, including of ETC Funds, shall only be made by check pursuant to approval by the Board. The Board may, however, approve payment of regularly recurring expenses without considering each such expense individually.
- (d) Books and Records. The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions. The Authority's accounts shall be open to inspection at any reasonable time by the Parties, their attorneys, and their authorized agents.
- (e) Audit. Unless the financial activities of the Authority are fully reported in the audit of one of the Parties, the Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public account licensed to practice in the State of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29 C.R.S.
- (f) <u>Compliance with Law</u>. The Authority shall comply with any applicable law or regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its reasonable determination, would carry out he intent of this Agreement while not violating the law.
- (g) <u>Ownership of Records and Data</u>. All records of the Authority related to calls dispatched, including electronically stored data, geographic information systems ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes shall be collectively owned by the Authority. Copies of any such records may be made by any party to this agreement through a Colorado Open Records Act ("CORA") request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by the Board of Directors and any State of Colorado mandated retention schedule.
- (h) Access to Data. Each party and user shall have access to all data and audio recordings maintained by the Authority for use in internal analysis and training purposes. It is the responsibility of each Party or User to provide any criminal justice records for case filing and investigation purposes in response to requests received from the respective courts or district attorney's office(s).
- (i) <u>Records</u>. Records subject to the Colorado Open Records Act that are owned, created, or maintained by the Authority shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.
- (j) <u>Forfeiture</u>. Any Party which is terminated under the provisions of the IGA shall forfeit all right, title and interest in and to any property or funds acquired or held by the Authority that the Party may have contributed. This section is not intended to limit the right of any Party to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

#### Article 2. Board of Directors

Section 2.01 <u>Board of Directors</u>. All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority's Board of Directors (the "Board"), in which all administrative and legislative power of the Authority is vested.

Section 2.02 General Standards for Directors.

- (a) <u>Standard</u>. Each Director of the Board (a "Director") shall discharge the Director's duties as a Director: (i) in good faith; (ii) with the care of ordinarily prudent person in a like position should exercise under similar circumstances; (iii) in a manner the Director reasonably believes to be in the best interest of the Authority; and (iv) otherwise in accordance with applicable law.
- (b) <u>Reliance on Experts</u>. In discharging his or her duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by one of more of the following persons or groups: (i) one of more employees of either Party whom the Director reasonably believes to be reliable and competent in the matters presented and (ii) legal counsel, public accountant, or another person as to matters that the Director reasonably believes to be within such person's professional or expert competence.
- (c) <u>Qualifications and Knowledge</u>. Each Director shall either be a resident of Lake County, or an elected official or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party. A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 2.02(b) unwarranted.
- (d) Liability for Actions. The Authority and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended. The Authority may purchase insurance for the Authority and its Board, officers and employees, which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement. A Director shall not be liable as such to the Authority for any action taken, or omitted to be taken, as a Director performing the duties of the position in compliance within Section 2.02.

Section 2.03 <u>Number of Directors</u>. The Board shall be comprised of five (5) Directors, with each seat being filled by an appointed representative of the Parties to this Agreement.

Section 2.04 <u>Appointment of Directors</u>. Lake County, acting through its Board of County Commissioners, shall appoint each Director, one from each Party to this IGA, as follows, one (1) Director representing St. Vincent Health; one (1) Director representing the Leadville-Lake County Fire Rescue; one (1) director representing the Leadville Police Department; one (1) Director representing Lake County Sheriff's Office. Appointments shall be made on or before January 31<sup>st</sup> of the applicable year or as soon as practicable thereafter.

- (a) Each Chief Executive, or designated signer of this Agreement, of the Parties will submit up to two (2) recommendations to the Board of County Commissioners of Lake County ("BOCC") for their Party's Director seat.
  - (i) If the Chief Executive or Designated Signer submits their own name, they must also submit a second name.

Section 2.05 <u>Director Qualifications</u>. To serve as a Director, a person must be at least 18 years of age. A Director must be employed, contracted, or in service through an established volunteer program, to Lake County, the City of Leadville, Leadville-Lake County Fire Rescue, St. Vincent Health, and/or Lake County Sheriff's Office and endorsed by the Chief Executive or Designated Signer of this IGA of the organization.

#### Section 2.06 Director's Terms.

(a) Each Director may serve up to two, three-year terms (each, a "Term"). Each Term shall expire on January 31<sup>st</sup> of the third year of the Term; provided however, that a Director shall remain in office until their successor is appointed (unless the Director resigns or is removed pursuant to this Agreement).

#### Section 2.07 Resignations, Removals and Vacancies

- (a) <u>Resignations of Directors</u>. A Director may resign at any time by giving written notice to the Board Chair. Such resignation shall take effect at the time specified in the resignation and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
- (b) <u>Removal of Directors</u>. A Director may be removed for cause by the unanimous affirmative vote of the remaining Directors (i.e., all of the Directors except the Director being removed); provided, however, that the unanimous affirmative vote of the remaining Directors totals at least three Directors. A Director may also be removed at the discretion of the Lake County Board of County Commissioner by an affirmative majority vote at a duly posted meeting. A Director removed for cause under this Section 2.07(b) may not be reappointed as a Director.
- (c) Vacancies on the Board. A vacancy occurring on the Board shall be filled in accordance with Section 2.04. Any person appointed to fill a vacancy shall complete the prior Director's term.

Section 2.08 <u>Officers of the Board</u>. The Board shall elect one Director to each of the following officer positions: (a) Chair of the Board ("Board Chair"); (b) vice-chair of the Board; (c) secretary of the Board; and (d) treasurer of the Board. Each elected officers shall serve for terms of three years and/or until their successor has been duly elected and shall perform the duties incident to the office to which they were elected as described the in the Authority's bylaws.

(a) If a vacancy occurs with a Director holding one of the officer positions, once such vacancy is filled, the new Director will also assume the office held by the previous Director, or the Board may call a new election to fill the office.

Section 2.09 <u>Executive Director</u>. The Board of Directors shall appoint a Chief Executive Officer of the Authority who shall have such powers and responsibilities as may be determined by the Board. The Executive Director shall have general supervision, direction, and control of the affairs and business of the

Authority, subject of the control and limitations placed by the Board of Directors. The Executive Director shall have no power to amend the annual budget, sign checks, change the Emergency Telephone Charge, or change the scope of the emergency telephone service provided by the Authority.

(a) The Executive Director and all other employees of the Authority will be considered Lake County Government employees who shall be subject to all Lake County Government Human Resource Policies, including without limitation those applicable to conduct and standards, benefits and pay, and Information Technology. The Board may provide input on the compensation of the Executive Director and all other personnel.

### Section 2.09 Meetings

- (a) Regular Meetings. The Authority shall hold at least four regular meetings per year. The Board may hold additional regular meetings as it deems necessary. At least one meeting shall be held in September for the following year's budget review and approval, and one meeting shall be an annual meeting for the purpose of the election of officers and for such other purposes as the Board of Directors may determine.
- (b) Special Meetings. Special meetings of the Board may be called by (i) the Board Chair or (ii) two Directors.
- (c) All meetings shall be held in compliance with the Open Meetings Law, C.R.S. § 24-6-401-402.

Section 2.10 <u>Quorum and Voting</u>. A quorum for the transaction of business shall be present if the number of Directors present at a meeting equals or exceeds the majority of the Directors in office immediately before the meeting, but in no case less than two Directors. The vote of the majority of the Directors present in person, or through participation by electronic device as described in Section 2.11, shall be the act of the Board. No Director may vote or act by proxy at any meeting of the Board of Directors.

Section 2.11 <u>Participation by Electronic Means</u>. Directors may participate in a meeting of the Board by electronic means, including without limitation by telephone conference, video link or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting. In any event, no action shall be taken on any matter as provided in this paragraph except as permitted by C.R.S. §29-9-101.

Section 2.12 <u>Compensation</u>. Directors shall not receive compensation for their services, although the reasonable expenses incurred by a Director in performance of official duties may be paid or reimbursed by the Authority. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Authority in any other capacity as long as there is no conflict of interest in the procurement of such services.

Section 2.13 <u>Committees</u>. By one of more resolutions, the Board may establish one or more committees. The normal role of a committee is to consider matters of concern to the committee and to make recommendations thereon to the Board. A committee shall not have any authority to bind the Board or the Authority. The Chair and members of any such committee shall be appointed by the Board on an annual basis. Unless a future termination date is specified by resolution, a committee shall exist until disbanded by a resolution of the Board.

### Article 3. Term and Termination

Section 3.01 <u>Term</u>. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

Section 3.02 Withdrawal and Termination.

- (a) Any Party may withdraw from this Agreement by giving written notice to the other Parties, and if such notice is given on or before June 30 of any given year, their participation under this agreement shall terminate on or before June 30 of the following year, with a prorated fee being paid for the period of the year in which their participation ends. If notice is given after June 30<sup>th</sup> of a given year, the Party's participation under this Agreement shall terminate on December 31<sup>st</sup> the following year.
- (b) The Parties may terminate the Agreement through a three-quarter (3/4) majority vote of the Parties.

Upon termination of this Agreement, (i) the Authority shall remain in existence to wind up its business affairs and then shall cease to exist and (ii) the Authority's assets, net of any of the Authority's outstanding liabilities, shall be returned to the Lake County Office of the Treasurer, for the E911 Fund, with the intention of restructuring Lake County Dispatch, which may be under the Lake County Government or Sheriff's Office.

### Article 4. General Provisions.

Section 4.01 <u>Amendments</u>. Any amendment or addition to this Agreement will be effective only if in writing and approved and signed by all Parties.

Section 4.02 <u>Further Assurances</u>. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

Section 4.03 <u>Governing Law</u>. This Agreement shall by governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

Section 4.04 <u>Venue</u>. An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Lake County, Colorado. Each Party submits to the jurisdiction and venue of such courts and, waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

Section 4.05 <u>WAIVER OF RIGHT TO JURY TRIAL</u>. EACH PARTY AND THE AUTHORITY HEREBY WAIVE ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Section 4.06 Relationship of the Parties.

- (a) Nothing in this agreement creates a joint venture or partnership between or among: (i) the Parties, or any of them; (ii) the Authority; and/or (iii) any third party.
- (b) Neither the Parties not the Authority: (i) will be liable for the debts, liabilities, or obligations of the other Parties; (ii) is acting as the agent or partner of the other Parties or will hold itself out as such; or (iii) has the authority to bind the other Parties.

Section 4.07 <u>Force Majeure</u>. No Parties nor the Authority will be considered in default under this Agreement to the extent that their performance is delayed or prevented by fire, flood, hurricane,

tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, civil strife, or other event outside the reasonable control of the performing Party or Authority.

Section 4.08 <u>Entire Agreement</u>. This Agreement states the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements, including the Original IGA, the First Amended IGA, and any previously adopted bylaws of the Authority.

Section 4.09 <u>Waiver</u>. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

Section 4.10 <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable, then the provision shall, if practicable, by modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the provision shall be severed from this Agreement with no effect upon the remaining provisions of this Agreement.

Section 4.11 <u>Third Party Beneficiaries</u>. No provision of this Agreement is intended, nor shall be interpreted, to provide or create any third-party beneficiary rights or any other rights in any kind in any person except the Parties and the Authority.

Section 4.12 <u>Counterparts</u>. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 4.13 Rules of Construction.

- (a) <u>Numbered Sections</u>. Unless otherwise stated, a reference to any numbered Section or subsection will be construed as a reference to the entire Section or subsection so numbered, including any subsections.
- (b) Headings. The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement.
- (c) Citation to Statues. Any citation to one of more statues in this Agreement shall be interpreted as a citation to those statues as they may be amended from time to time.

Section 4.14 <u>Notices</u>. Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. Notice to a director is given by delivering a writing addressed to the director to their current address on file with the Authority. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

[signature page follows]

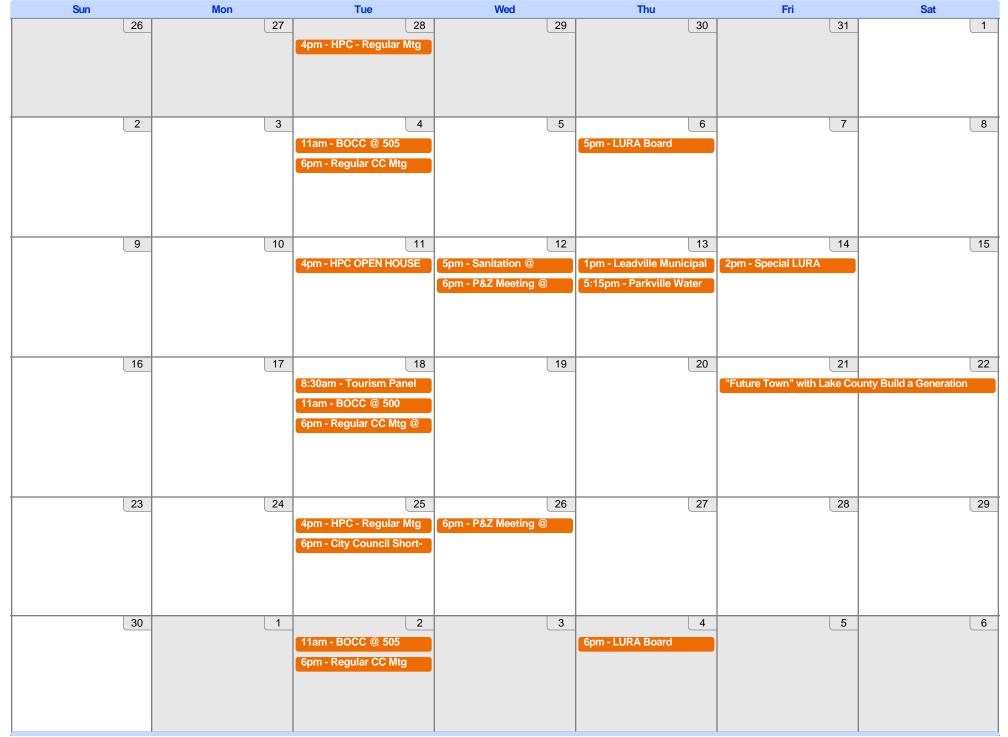
*In witness whereof,* the Parties are executing this Agreement to signify their acceptance of all the provision set forth above, to be effective as the Effective Date regardless of the actual date of signature.

Attest:

Clerk and Recorder, Lake County Colorado; ex officio Clerk to Board	Date	
Greg Labbe, Mayor, City of Leadville	Date	
Attest:		
Deputy City Clerk	Date	
Sheriff Heath Speckman, Lake County Sheriff's Office	Date	
Chief, Leadville Police Department	Date	
	Date	
St. Vincent Health	Date	
Approved as legal from:		
Chris Floyd, Lake County Attorney	Date	
Approved as legal from:		
	Date	

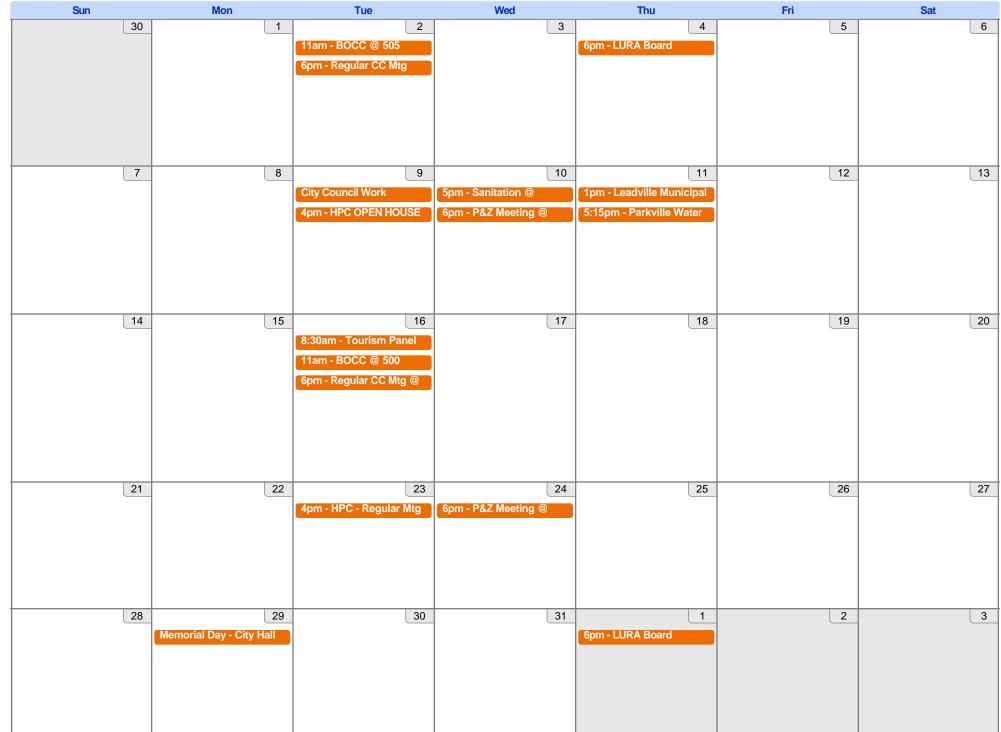
## April 2023





## May 2023

#### City Calendar



June 2023



