



City Council Regular Meeting Agenda

Monday, June 22, 2026

City Hall - 1711 Miner Street, Idaho Springs, CO 80452

Tel: (303) 567-4421 Fax: (303) 567-4955

Video from Meetings are viewable on the City's Website.

You must join the Zoom Meeting (<https://us02web.zoom.us/j/84204473555>) to participate in a meeting remotely.

1. **Call to Order Regular Meeting (7:00 P.M.)**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Agenda Approval**
 - a. Motion to approve the agenda of June 22nd, 2026
5. **Conflict of Interest**
6. **Approval of Minutes**
 - a. Motion to approve the minutes from June 8th, 2026
7. **Approval of Bills**
 - a. Motion to approve bills through June 22nd, 2026
8. **Public Comment**
9. **Unscheduled Public Comment**
10. **Appointment to Ward 1 City Council Vacancy**
 - a. Letter of Interest Scott Lubinski
 - b. Letter of Interest Briana Reagon
11. **Swearing In of Appointed Ward 1 City Councilmember**
12. **Liquor Licensing Authority**
13. **Finance Officer**
 - a. May 2026 Financial Statements
14. **Resolutions**
15. **Ordinance First Reading**
 - a. Motion to approve Ordinance #10, Series 2026 An Ordinance Granting a

Conditional Use to Permit a Private Parking Facility at Property Known as 2833 and 2821 Colorado Boulevard with Conditions.

- b. Motion to approve Ordinance #11, Series 2026 An Ordinance Granting a Conditional use to Permit a Private Parking Facility at Property Known as 2815 Miner Street with Conditions.
- c. Motion to approve Ordinance #12, Series 2026, An Ordinance amending the base rate for Water and Sewer service to Out-Of-City Commercial customers to correct an error in those 2026 rates and making conforming amendments to the Idaho Springs Municipal Code.
- d. Motion to approve Ordinance #13, Series 2026, an Ordinance amending subsection 17-54(C) to remove charcoal grill fires from the list of fire ban exemptions.
- e. Motion to approve Ordinance #14, Series 2026 An Ordinance of the City Council of the City of Idaho Springs granting the renewal of a Non-Exclusive Franchise Agreement for the use of city Rights-Of-Ways with Comcast of California/Colorado/Florida/Oregon, Inc.

16. Ordinance Second Reading

17. City Attorney

18. City Administrator

- a. Staff report submitted with no requests for action.

19. Administration Department

- a. Assistant City Administrator – Staff report submitted with no requests for action.

Assistant City Administrator Report

- b. Community Development Planner - Staff report submitted with no requests for action.
- c. Deputy City Clerk – Staff report submitted with no requests for action.

20. Police Department

- a. Staff Report- No Action Items

21. Public Works Department

- a. Staff report with no request for action

22. Committee Reports

23. City Clerk/Treasurer

24. Mayor/Council

25. Executive Session

- a. Executive Session under CRS Sec. 24-6-402(4)(b) and (e) to receive legal advice and discuss matters that may be subject to negotiation concerning pending and threatened litigation involving law enforcement matters and real property matters.

26. Adjourn

In-person and remote meeting public attendance and participation instructions:

Participation

- To provide scheduled public comment, either in person or remotely, please fill out and return the Public Comment Form on the City's website. All requests must be submitted to the City Clerk (cityclerk@idahospringsco.com) by 6 p.m. (Six) the Wednesday before the scheduled meeting.
- To provide unscheduled public comment, please join the Zoom Meeting, identify yourself with your full first and last name, and use the "Raise Hand" feature to indicate your desire to speak.

General Guidelines

- Each public comment, whether scheduled or unscheduled, is limited to three (3) minutes.
- Council typically does not provide feedback during public comment sessions.
- If you would like to provide materials for Council to review along with your Comment, please sign up for Scheduled Public Comment and provide those materials to the City Clerk by the Wednesday Deadline.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
June 8, 2026**

The City Council of the City of Idaho Springs held a work session and regular meeting on June 8th, 2026, in the city council chambers. Mayor Chuck Harmon called the regular meeting to order at 7:14 p.m.

Answering the roll were: Mayor Chuck Harmon, Mayor Pro Tem Jeremy Jones, Councilmember Lisa Manifold, Councilmember Sharon Bassist, Councilmember Kate Collier and Councilmember Janine Mariani. Staff present were City Administrator Andrew Marsh, Assistant City Administrator Guy Patterson, Deputy City Clerk Wonder Martell, Community Development Planner Dylan Graves and Public Works Director Edward Sigward and Chief of Police Nathan Buseck.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Manifold moved to approve the agenda of June 8th, 2026, Councilmember Bassist seconded. Second followed by an all in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Mayor Pro Tem Jeremy Jones moved to approve the minutes of May 26th, 2026, Councilmember Collier seconded. Second followed an all in favor voice vote.

APPROVAL OF BILLS

Councilmember Collier moved to approve the bills through June 8th, 2026. Mayor Pro Tem Jeremy Jones seconded. Second followed by discussion. Councilmember Manifold mentioned that the grand total of the bills is quite low and are there some big ones coming that they need to be aware of? Mayor Harmon advised council that everyone has been asked that all not necessary bills be postponed at the current time. Councilmember Bassist asked about the \$3,600.00 bill to Truleo, Inc AI because Deputy City Clerk Martell's report clearly stated that using AI was not beneficial in taking minutes and it uses so much water to use AI and we are in a water drought which is another reason to not use AI and wanted to know what this is being used for and if the city intends to keep using it. Chief Buseck advised council that Truleo is being used by the police department and that it assists with writing reports, it analyzes all of the body cam footage to analyze force, tazing and also positive things like deescalation. Councilmember Manifold asked if this was what they were using for interpretation and Chief Buseck stated it is not, that's another program. Discussion followed by an all in favor roll call vote.

PUBLIC COMMENT – SCHEDULED

Heather Campbell & Dave Harvey 1521 Colorado Blvd – Ms. Campbell stated it was only going to be her commenting and that Mr. Harvey would give his 3 minutes of comment time to her if she needed it. Ms. Campbell passed out an updated prelitigation notice to all of city council and staff. Ms. Campbell stated that they are an example of parking issue. Her home has been sacrificed for 340 days, she is now living next to a 20 space commercial parking lot. This needs to be fixed right away. Ms. Campbell stated that they appreciate the offer to build the 7-foot fence at the city's expense, she's not sure why the city would offer to pay to erect this fence, when the developer should have been made to follow that condition of the FDP (final development plan). Ms. Campbell stated that they have amended the proposed fence agreement and they are still open to resolve this issue. Ms. Campbell stated there is no gift shop located at 1501-1503 Colorado Blvd, that there never was and this has always been an illegitimate business. Ms. Campbell stated she used to have trees and residential homes around her home, and asked that council please fix this. Ms. Campbell stated that the property owner

does not have a conditional use permit and in the minutes, they propose something else with this property, and that they should be involved with this. The city needs to fix this quickly, she will protect her property. There are still run off and drainage issues, there are so many ongoing overlooked issues. They are left with no other choice but to proceed with action because of an unpermitted parking lot. They have been here many times; all of this is in the CORA documents.

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER

RESOLUTIONS

ORDINANCE FIRST READING

ORDINANCE SECOND READING

Councilmember Mariani moved to approve Ordinance #8, Series 2026 an Ordinance Annexing to the City of Idaho Springs certain unincorporated lands located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian in Clear Creek County, Colorado, to be known as the “VCMP Annexation to the City of Idaho Springs”. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

Public Hearing: Ordinance #9, Series 2026 An Ordinance Zoning Approximately 23.36 Acres Located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian, Clear Creek County, Colorado, and Known in Part as the “VCMP Annexation to the City of Idaho Springs,” as Planned Development (PD).

Mayor Harmon opened the public hearing at 7:30 pm.

STAFF- Community Development Planner Dylan Graves went over his staff report with Council. This is an application to annex the properties acquired as part of the land exchange between the City and the Young Ranch that was approved by City residents in November, and zone them into the Planned Development (PD) zoning that the rest of the park is zoned. The first reading of the annexation and zoning ordinances occurred on May 11, 2026, at the City Council regular meeting. The Idaho Springs Planning Commission reviewed this application on May 8, 2026. They voted unanimously in support of the application and recommended that the application be approved. The parcels to be zoned are 23.36 acres in size. The key benefits of this land exchange were the creation of a clear boundary along Gilson Gulch between VCMP and the Young Ranch property. The zoning proposed by this zoning application is Argo / Virginia Canyon Mountain Park Planned Development

(PD). This PD zoning covers the approximately 472-acre mountain park and regulates development within the park and its vicinity. The land coming into the city will be part of Use Area 3 of the PD, which allows for recreational use as permitted in the City’s Parks & Recreation (P) zoning district. In accordance with public notice requirements, at least 14 days prior to June 8, 2026, a sign was posted on the subject property, a mailing notice was mailed to properties within 300’ of the subject property, and notice was posted in the Clear Creek Courant.

Zoning the land in question into the PD fits within this Comprehensive Plan determination. The existing use of the site is agricultural in nature, having been used as grazing land as part of the Young Ranch. Bringing the land into the PD zoning ensures that it remains in a similar use – parks, recreation, and open space. Staff recommend that the Idaho Springs City Council approved Ordinance #9, Series 2026, An Ordinance Zoning Approximately 23.36 Acres Located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian, Clear Creek County, Colorado, and Known in Part as the “VCMP Annexation to the City of Idaho Springs,” as Planned Development (PD).

PH COMMENT- Donna Kirkwood 2801 Riverside Drive – Ms. Kirkwood advised council that she is the first residence east of the Gondola, and she will try to stay nice. Ms. Kirkwood stated please don't open Riverside Drive again, if you do, please add speed bumps. Ms. Kirkwood stated that she took a picture of the public hearing poster located at Gilson and that sign says that this is Ordinance #13, but the agenda has it tilted as Ordinance #9. Community Development Planner Mr. Graves advised council and Ms. Kirkwood that this was originally going to take place in 2025 and Ordinance #13 as the poster states was the ordinance in 2025. The timeline was extended into this year (2026) so the ordinance # and series had to be updated to 2026. Please tell me this is not the first step in the door to have this rezoned for other uses.

Mayor Harmon advised Ms. Kirkwood that it absolutely was not that it must be for public benefit and not for profit, the city is restricted.

Ms. Kirkwood stated that she used to hike the Virginia Canyon Trail all of the time, and bird watch and look at the trees and flowers and animals, then the trails were opened to bicycles, then I had to keep waiting for bikes to go by. Ms. Kirkwood asked if any of council had hiked that trail prior to the bike fiasco? It's now clear cut and concrete pads. The bikers are not looking at the flowers or the birds; this has all been done for the ARGO. She will not hike that trail ever again, that has been taken from her. She will go hiking somewhere else. She has been here 16 years, and she tries to support the local community by shopping downtown and spending money at Safeway, the bikers do not support the town or spend money in the community. Ms. Kirkwood stated she understands that the city needs money from the bikers, but they do not support the businesses. Ms. Kirkwood doesn't like all the attention that has been given to the bikers, but she really appreciates the paid parking on the east end, she said that has helped a lot. Ms. Kirkwood asked that council does not put her last.

Councilmember Manifold stated that they need to come back and discuss the mater plan and the city park. There are strong opinions about this. She is all for more hiking and she understands the resident concerns. Councilmember Manifold stated she would not vote for anymore park development unless its for hiking trails.

Mayor Harmon closed the public hearing at 7:42 pm.

MOTION- Councilmember Collier moved to approve Ordinance #9, Series 2026 An Ordinance Zoning Approximately 23.36 Acres Located in Section 31, Township 3 South, Range 72 West of the Sixth Principal Meridian, and Section 25, Township 3 South, Range 73 West of the Sixth Principal Meridian, Clear Creek County, Colorado, and Known in Part as the "VCMP Annexation to the City of Idaho Springs," as Planned Development (PD). Councilmember Manifold seconded, second followed by an all in favor roll call vote.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with no requests for action. City Administrator Andrew Marsh reminded council of the City Council retreat on Wednesday June 10th at Tommyknocker Brewery & Pub located at 1401 Miner Street from 8:30 am to 4 pm with a working lunch.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator – Staff report submitted with no requests for action.

Community Development Planner- Staff report submitted with no requests for action. Mr. Graves stated that they have been informally meeting for some time regarding the Clear Creek Trail IGA, they want to formalize continued collaboration, and he would be bringing this back as an action item at a future meeting.

Councilmember Manifold asked if there was anyone who did not want to sign this IGA, Mr. Graves replied and said no, and CDOT will probably be the hardest to get.

Deputy City Clerk – Staff report submitted with no requests for action. Councilmember Collier mentioned maybe having the orange food truck move back one space to provide more line of sight when exiting the bank parking lot. Deputy City Clerk Wonder Martell advised council that that particular spot was chosen as a pre-approved food truck location because the space next to it is not for parking and allows for a safe space for the public to order and enjoy his food truck offerings.

POLICE DEPARTMENT

Staff report submitted with no requests for action.

PUBLIC WORKS DEPARTMENT

Staff report submitted with no requests for action. Public Works Director Edward Sigward advised council that he was back from a vacation to Kansas. Mr. Sigward stated the roofing work was completed, the shed at the water plant is completed and they will be seeing a significant decrease of the Comcast bill moving forward.

**CITY CLERK/TREASURER
COMMITTEE REPORTS****MAYOR/COUNCIL**

Mayor Harmon wanted to mention how much generosity is in this community. The city had a very successful city clean up event, and that Doyle Disposal subsidizes their costs for the city. On the rafting clean up day, they showed up in droves, there was so much effort and generosity. Mayor Harmon also mentioned that the Lyons Club took CRC park under their wing and have provided decades of effort. Mayor Harmon also reminded council to deliver the City Administrator evaluation form to him by hand, or email. Once he combines it all he will provide all of council with a copy in about 2 weeks.

ADJOURN

Mayor Harmon adjourned the regular meeting at 7:59 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
AI Chesis (1738)								
7.4.2026								
7.4.2026	Invoice	4th of July Band	06/16/2026	07/04/2026	1,800.00	Open	07/26	10-21-5050
Total 7.4.2026:					1,800.00			
Total AI Chesis (1738):					1,800.00			
AmeriGas (1478)								
3190340724								
3190340724	Invoice	Propane PW	05/28/2026	06/28/2026	980.17	Open	05/26	10-10-6001
Total 3190340724:					980.17			
3190843780								
3190843780	Invoice	Propane PW	06/11/2026	07/11/2026	1,895.11	Open	06/26	10-10-6001
Total 3190843780:					1,895.11			
Total AmeriGas (1478):					2,875.28			
Big Air Jumpers (2287)								
O49861								
O49861	Invoice	Giant Slide	05/21/2026	07/04/2026	2,510.31	Open	07/26	10-21-5032
Total O49861:					2,510.31			
O49863								
O49863	Invoice	Rock Climbing Wall	05/21/2026	07/04/2026	1,900.31	Open	07/26	10-21-5032
Total O49863:					1,900.31			
O49864								
O49864	Invoice	Trackless Train	05/24/2026	07/04/2026	2,450.31	Open	07/26	10-21-5032
Total O49864:					2,450.31			
Total Big Air Jumpers (2287):					6,860.93			
Blackwell Oil (284)								
5312026								
5312026	Invoice	Parks - Fuel	06/04/2026	07/04/2026	70.36	Open	05/26	10-60-6191
5312026	Invoice	Red Diesel - Streets	06/04/2026	07/04/2026	133.72	Open	05/26	10-10-6012
5312026	Invoice	Streets - Fuel	06/04/2026	07/04/2026	167.51	Open	05/26	10-10-6191
Total 5312026:					371.59			
Total Blackwell Oil (284):					371.59			
Browns Hill Engineering & Cont (1416)								
1817								
1817	Invoice	WTP SCADA Leasing Agreement	06/01/2026	07/01/2026	1,620.00	Open	07/26	51-00-5000
Total 1817:					1,620.00			
1818								
1818	Invoice	WWTP SCADA Leasing Agreeeme	06/01/2026	07/01/2026	1,620.00	Open	07/26	52-00-5000
Total 1818:					1,620.00			
32606								
32606	Invoice	Starlink Service	06/01/2026	07/01/2026	340.00	Open	06/26	51-00-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 32606:					340.00			
Total Browns Hill Engineering & Cont (1416):					3,580.00			
Caselle Inc. (287)								
20495								
20495	Invoice	Annual Maintenance & Support -	06/03/2026	07/01/2026	5,781.36	Open	07/26	10-20-5108
20495	Invoice	Annual Maintenance & Support -	06/03/2026	07/01/2026	5,781.36	Open	07/26	10-30-5108
20495	Invoice	Annual Maintenance & Support -	06/03/2026	07/01/2026	5,781.36	Open	07/26	10-10-5108
20495	Invoice	Annual Maintenance & Support -	06/03/2026	07/01/2026	2,890.68	Open	07/26	52-00-5108
20495	Invoice	Annual Maintenance & Support -	06/03/2026	07/01/2026	2,890.68	Open	07/26	51-00-5108
Total 20495:					23,125.44			
Total Caselle Inc. (287):					23,125.44			
CenturyLink (569)								
333637776-5222026								
333637776-5222026	Invoice	WWTP	05/22/2026	06/10/2026	158.08	Open	06/26	52-00-5303
Total 333637776-5222026:					158.08			
333710092-5252025								
333710092-5252025	Invoice	WTP	05/25/2026	06/15/2026	234.69	Open	06/26	51-00-5303
Total 333710092-5252025:					234.69			
Total CenturyLink (569):					392.77			
Certified Languages International (2112)								
334110053126								
334110053126	Invoice	Translator	05/31/2026	06/30/2026	22.95	Open	05/26	10-30-5108
Total 334110053126:					22.95			
Total Certified Languages International (2112):					22.95			
Chamomile & Sage Consulting (2265)								
6.6.2026								
6.6.2026	Invoice	Reimburse Bands paid for furling f	06/15/2026	07/15/2026	600.00	Open	06/26	10-21-5032
Total 6.6.2026:					600.00			
Total Chamomile & Sage Consulting (2265):					600.00			
CIRSA (1511)								
INV1004306								
INV1004306	Invoice	PC 6028308-1	06/03/2026	07/18/2026	3,245.00	Open	06/26	10-30-5314
Total INV1004306:					3,245.00			
Total CIRSA (1511):					3,245.00			
City of Idaho Springs (289)								
6.1.2026								
6.1.2026	Invoice	Payroll Transfer	06/01/2026	06/10/2026	10,000.00	Open	06/26	10-00-1580
Total 6.1.2026:					10,000.00			
26IDSP-00050								
26IDSP-00050	Invoice	Roof 980 E Idaho Springs Rd	06/11/2026	06/30/2026	247.86	Open	06/26	52-72-7310

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 26IDSP-00050:					247.86			
26IDSP-00051								
26IDSP-00051	Invoice	Roof 3407 hwy 103	06/11/2026	06/30/2026	50.00	Open	06/26	51-72-7310
Total 26IDSP-00051:					50.00			
6.19.26								
6.19.26	Invoice	Payroll Transfer	06/15/2026	06/19/2026	125,000.00	Open	06/26	10-00-1580
Total 6.19.26:					125,000.00			
7.3.26								
7.3.26	Invoice	Payroll Transfer	06/29/2026	07/03/2026	145,000.00	Open	06/26	10-00-1580
Total 7.3.26:					145,000.00			
Total City of Idaho Springs (289):					280,297.86			
Clear Creek County Clerk & Rec (61)								
0048867								
0048867	Invoice	Lien Recording	06/03/2026	07/03/2026	43.00	Open	05/26	10-20-5050
Total 0048867:					43.00			
Total Clear Creek County Clerk & Rec (61):					43.00			
Clear Creek County Sheriff's Office (1057)								
303-TRACK TRAINING								
303-TRACK TRAINING	Invoice	Track Training Days	06/11/2026	07/11/2026	800.00	Open	06/26	10-30-5212
Total 303-TRACK TRAINING:					800.00			
Total Clear Creek County Sheriff's Office (1057):					800.00			
Clear Creek Supply (291)								
21351								
21351	Invoice	lag bolts	05/19/2026	06/19/2026	3.72	Open	05/26	10-10-6091
Total 21351:					3.72			
21354								
21354	Invoice	crc park playground	05/19/2026	06/19/2026	14.90	Open	05/26	10-60-6200
Total 21354:					14.90			
21452								
21452	Invoice	brushes and sprayers for cleaning	05/21/2026	06/21/2026	28.56	Open	05/26	52-00-6004
Total 21452:					28.56			
7183								
7183	Invoice	paint for slide	05/21/2026	06/21/2026	6.99	Open	05/26	10-60-6200
Total 7183:					6.99			
21474								
21474	Invoice	bolts	05/22/2026	06/22/2026	10.80	Open	05/26	10-60-6200
Total 21474:					10.80			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
21500								
21500	Invoice	bolts	05/22/2026	06/22/2026	1.58	Open	05/26	10-60-6200
Total 21500:					1.58			
7192								
7192	Invoice	slide repair	05/22/2026	06/22/2026	10.19	Open	05/26	10-60-6200
Total 7192:					10.19			
7202								
7202	Invoice	oil change supplies	06/01/2026	07/01/2026	66.92	Open	06/26	10-60-6150
Total 7202:					66.92			
21665								
21665	Invoice	spray nozzel and batteries	06/02/2026	07/02/2026	14.99	Open	06/26	51-00-5208
Total 21665:					14.99			
7208								
7208	Invoice	oil filters	06/02/2026	07/02/2026	6.54	Open	06/26	10-10-6150
Total 7208:					6.54			
21690								
21690	Invoice	ckear well hatch water	06/03/2026	07/03/2026	31.96	Open	06/26	51-00-5204
Total 21690:					31.96			
21777								
21777	Invoice	water truck fitting	06/05/2026	07/05/2026	13.98	Open	06/26	10-60-6045
Total 21777:					13.98			
21780								
21780	Invoice	hose adapter	06/05/2026	07/05/2026	6.99	Open	06/26	10-60-6045
Total 21780:					6.99			
21852								
21852	Invoice	filters and oil	06/08/2026	07/08/2026	46.52	Open	06/26	10-10-6150
Total 21852:					46.52			
21853								
21853	Invoice	grease	06/08/2026	07/08/2026	69.90	Open	06/26	10-10-6012
Total 21853:					69.90			
Total Clear Creek Supply (291):					334.54			
CMH Concrete (2288)								
1								
1	Invoice	Concrete Work	06/15/2026	07/15/2026	100,619.00	Open	06/26	23-00-6016
Total 1:					100,619.00			
Total CMH Concrete (2288):					100,619.00			
Colorado Analytical Lab (945)								
260519197								
260519197	Invoice	Water - Drinking	06/02/2026	07/02/2026	1,247.40	Open	06/26	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 260519197:					1,247.40			
260602126								
260602126	Invoice	TSS/testing	06/03/2026	07/03/2026	15.30	Open	06/26	51-00-5201
Total 260602126:					15.30			
260602129								
260602129	Invoice	bod-5	06/09/2026	07/09/2026	70.20	Open	06/26	52-00-5201
Total 260602129:					70.20			
260602123								
260602123	Invoice	Water Testing	06/10/2026	07/10/2026	414.00	Open	06/26	52-00-5201
Total 260602123:					414.00			
260609153								
260609153	Invoice	total coliform P/A compl	06/10/2026	07/10/2026	110.00	Open	06/26	51-00-5201
Total 260609153:					110.00			
Total Colorado Analytical Lab (945):					1,856.90			
Comcast (1486)								
274396865								
274396865	Invoice	New High speed internet for WWT	06/01/2026	07/01/2026	2,375.05	Open	05/26	52-00-5335
Total 274396865:					2,375.05			
Total Comcast (1486):					2,375.05			
Common Knowledge Technology, Inc (1549)								
70748								
70748	Invoice	Desktops and set up for pd	05/31/2026	06/30/2026	9,011.00	Open	05/26	21-00-6026
Total 70748:					9,011.00			
Total Common Knowledge Technology, Inc (1549):					9,011.00			
Core & Main LP (959)								
Z097114								
Z097114	Invoice	bell restraint	05/27/2026	06/27/2026	86.32	Open	05/26	51-15-5206
Total Z097114:					86.32			
Total Core & Main LP (959):					86.32			
CPS Distributors (395)								
0026037011-001								
0026037011-001	Invoice	organic poultry waste	04/07/2026	06/07/2026	179.20	Open	04/26	10-60-6206
Total 0026037011-001:					179.20			
Total CPS Distributors (395):					179.20			
Employee (2093)								
6.1.2026								
6.1.2026	Invoice	Snacks for drive training	06/01/2026	06/30/2026	73.75	Open	06/26	10-30-5212
Total 6.1.2026:					73.75			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Employee (2093):					73.75			
Ferguson Waterworks (2210)								
1682641								
1682641	Invoice	Neptune 360 Annual	06/03/2026	07/03/2026	3,157.95	Open	06/26	51-00-5108
Total 1682641:					3,157.95			
Total Ferguson Waterworks (2210):					3,157.95			
Foothills Auto & Truck Parts (1021)								
140775								
140775	Invoice	Brake light and oil change supplie	05/27/2026	06/27/2026	16.86	Open	05/26	10-60-6150
Total 140775:					16.86			
140828								
140828	Invoice	pliers	05/28/2026	06/28/2026	38.30	Open	05/26	10-60-6020
Total 140828:					38.30			
Total Foothills Auto & Truck Parts (1021):					55.16			
Frontier Fire Protection Inc. (1480)								
10029835								
10029835	Invoice	Inspection Repair Visitor Center	05/01/2026	06/01/2026	1,401.97	Open	05/26	10-21-5430
Total 10029835:					1,401.97			
Total Frontier Fire Protection Inc. (1480):					1,401.97			
Goodyear Auto Service Center (131)								
48610								
48610	Invoice	2023 Ford Tires	06/03/2026	07/03/2026	736.64	Open	06/26	10-30-6192
48610	Invoice	2025 ford - oil change	06/03/2026	07/03/2026	88.28	Open	06/26	10-30-6100
Total 48610:					824.92			
48722								
48722	Invoice	Rear Brakes - 2023 Ford	06/12/2026	07/11/2026	924.98	Open	06/26	10-30-6100
Total 48722:					924.98			
Total Goodyear Auto Service Center (131):					1,749.90			
Grainger Inc. (134)								
9930605697								
9930605697	Invoice	primer and pipe cement	05/27/2026	06/26/2026	177.92	Open	05/26	52-00-5204
Total 9930605697:					177.92			
9949640743								
9949640743	Invoice	fuse	06/11/2026	07/11/2026	197.40	Open	06/26	51-00-5204
Total 9949640743:					197.40			
Total Grainger Inc. (134):					375.32			
Happy Llama (2221)								
12520								
12520	Invoice	Banner and post card	06/11/2026	07/02/2026	196.84	Open	06/26	10-21-5109

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 12520:					196.84			
Total Happy Llama (2221):					196.84			
Hayes Poznanovic Korver LLC (214)								
3121-3122								
3121-3122	Invoice	Water Matters and Sales	06/03/2026	07/02/2026	1,236.00	Open	05/26	51-00-5101
Total 3121-3122:					1,236.00			
Total Hayes Poznanovic Korver LLC (214):					1,236.00			
HD Supply (1895)								
9249463076								
9249463076	Invoice	replacement water fountain filters	05/21/2026	06/21/2026	254.92	Open	05/26	10-20-5208
Total 9249463076:					254.92			
Total HD Supply (1895):					254.92			
HDR Engineering, Inc (1605)								
1200833495								
1200833495	Invoice	Mobility Hub	06/09/2026	07/09/2026	177,554.66	Open	05/26	59-70-5108
Total 1200833495:					177,554.66			
Total HDR Engineering, Inc (1605):					177,554.66			
Historical Society of I S (149)								
2026-Q2								
2026-Q2	Invoice	Operating Expenses	06/15/2026	07/15/2026	15,000.00	Open	06/26	10-21-5030
Total 2026-Q2:					15,000.00			
Total Historical Society of I S (149):					15,000.00			
Home Depot Credit Services (578)								
22328								
22328	Invoice	parks supplies	05/06/2026	06/30/2026	198.43	Open	05/26	10-60-6200
Total 22328:					198.43			
6024485								
6024485	Invoice	parking sign supplies	05/20/2026	06/30/2026	301.91	Open	05/26	10-10-6091
Total 6024485:					301.91			
9300923								
9300923	Invoice	raised bed mix city flowers	05/27/2026	06/30/2026	149.55	Open	05/26	10-21-5039
Total 9300923:					149.55			
Total Home Depot Credit Services (578):					649.89			
HRS Water Consultants (851)								
31555								
31555	Invoice	Engineering Services	06/12/2026	07/11/2026	1,932.00	Open	05/26	52-00-5104
Total 31555:					1,932.00			
Total HRS Water Consultants (851):					1,932.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Idaho Springs Lions Club (365)								
F2026CITY								
F2026CITY	Invoice	Flags	06/08/2026	07/07/2026	150.00	Open	06/26	10-21-5038
Total F2026CITY:					150.00			
Total Idaho Springs Lions Club (365):					150.00			
Jefferson County Parks & Open Space (2289)								
05282026IDSP								
05282026IDSP	Invoice	Reimbursement for CC Trail Bran	06/12/2026	07/11/2026	2,000.00	Open	06/26	10-20-5105
Total 05282026IDSP:					2,000.00			
Total Jefferson County Parks & Open Space (2289):					2,000.00			
JVA Incorporated (1110)								
29016								
29016	Invoice	Highway 103 Waterline Design at	02/28/2026	06/28/2026	6,109.00	Open	05/26	51-73-7320
Total 29016:					6,109.00			
29143								
29143	Invoice	Hwy 103 Waterline Design	03/31/2026	06/30/2026	936.00	Open	05/26	51-73-7320
Total 29143:					936.00			
30438								
30438	Invoice	montane tank construction	05/31/2026	06/30/2026	935.00	Open	05/26	51-73-7313
Total 30438:					935.00			
30455								
30455	Invoice	On Call Services Environmental	05/31/2026	06/30/2026	466.00	Open	06/26	51-00-5103
30455	Invoice	On Call Services Environmental	05/31/2026	06/30/2026	466.00	Open	06/26	52-00-5103
Total 30455:					932.00			
Total JVA Incorporated (1110):					8,912.00			
Mark Morris (2138)								
7.4.2026								
7.4.2026	Invoice	July 4th Music	06/15/2026	07/04/2026	3,000.00	Open	07/26	10-21-5032
Total 7.4.2026:					3,000.00			
Total Mark Morris (2138):					3,000.00			
Motherlode Brewery (1686)								
CIS 06-09-26								
CIS 06-09-26	Invoice	Welding and Materials	06/09/2026	06/24/2026	213.00	Open	06/26	10-21-5039
Total CIS 06-09-26:					213.00			
Total Motherlode Brewery (1686):					213.00			
Murray Dahl Beery & Renaud (806)								
JUN 03, 2026								
JUN 03, 2026	Invoice	Developer Account Legals	06/03/2026	07/03/2026	512.76	Open	06/26	10-00-2401
JUN 03, 2026	Invoice	General legal	06/03/2026	07/03/2026	16,153.20	Open	06/26	10-20-5101
Total JUN 03, 2026:					16,665.96			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Murray Dahl Beery & Renaud (806):					16,665.96			
Nomad Sound (2123)								
26-0144								
26-0144	Invoice	July 4th Sound	06/01/2026	07/04/2026	9,500.00	Open	07/26	10-21-5032
Total 26-0144:					9,500.00			
Total Nomad Sound (2123):					9,500.00			
ORC Water Professionals (2280)								
273547								
273547	Invoice	ORC	05/31/2026	06/30/2026	7,000.00	Open	05/26	52-00-5000
273547	Invoice	ORC	05/31/2026	06/30/2026	7,000.00	Open	05/26	52-00-5000
Total 273547:					14,000.00			
273598								
273598	Invoice	parts	05/31/2026	06/30/2026	4,371.60	Open	05/26	52-00-5204
Total 273598:					4,371.60			
Total ORC Water Professionals (2280):					18,371.60			
Peak Digital Office Solutions (409)								
74787								
74787	Invoice	PD meter billing for printer	06/03/2026	06/18/2026	38.90	Open	06/26	10-30-5309
Total 74787:					38.90			
74801								
74801	Invoice	Meter Rental	06/04/2026	06/19/2026	136.50	Open	05/26	10-20-5309
Total 74801:					136.50			
Total Peak Digital Office Solutions (409):					175.40			
Pitney Bowes (1758)								
09861563-692026								
09861563-692026	Invoice	Postage	06/09/2026	07/06/2026	72.00	Open	06/26	10-20-5310
09861563-692026	Invoice	Postage - W	06/09/2026	07/06/2026	53.75	Open	06/26	51-00-5310
09861563-692026	Invoice	Postage - WW	06/09/2026	07/06/2026	53.75	Open	06/26	52-00-5310
09861563-692026	Invoice	Postage -Streets	06/09/2026	07/06/2026	35.49	Open	06/26	10-10-5310
Total 09861563-692026:					214.99			
Total Pitney Bowes (1758):					214.99			
Professional Management Solutions (1833)								
85240								
85240	Invoice	Financial Services - admin	05/27/2026	06/30/2026	1,739.38	Open	04/26	10-20-5104
85240	Invoice	Financial Services - PD	05/27/2026	06/30/2026	1,739.38	Open	04/26	10-30-5108
85240	Invoice	Financial Services - PW	05/27/2026	06/30/2026	1,739.38	Open	04/26	10-10-5108
85240	Invoice	Financial Services - Water	05/27/2026	06/30/2026	869.68	Open	04/26	51-00-5104
85240	Invoice	Financial Services - WW	05/27/2026	06/30/2026	869.68	Open	04/26	52-00-5104
Total 85240:					6,957.50			
Total Professional Management Solutions (1833):					6,957.50			
Ramey Environmental Compliance, INC (898)								
31331								
31331	Invoice	Grease Trap Inspections/McDonal	05/31/2026	06/30/2026	81.00	Open	05/26	52-00-5000

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 31331:					81.00			
Total Ramey Environmental Compliance, INC (898):					81.00			
Roof Tech Restoration (2244)								
6.04.2026								
6.04.2026	Invoice	Replace roof pw shed	06/04/2026	07/04/2026	3,750.00	Open	05/26	51-72-7310
Total 6.04.2026:					3,750.00			
6.4.2026								
6.4.2026	Invoice	metal awning 980 cr 314	06/04/2026	06/07/2026	14,000.00	Open	05/26	52-72-7310
Total 6.4.2026:					14,000.00			
Total Roof Tech Restoration (2244):					17,750.00			
S&B Carwash (534)								
18								
18	Invoice	Car Wash	06/10/2026	07/10/2026	302.18	Open	04/26	10-30-6100
Total 18:					302.18			
Total S&B Carwash (534):					302.18			
SAFEbuilt, LLC Lockbox #88135 (1041)								
3962845								
3962845	Invoice	Building Permits	05/31/2026	06/30/2026	1,429.82	Open	05/26	10-22-5000
Total 3962845:					1,429.82			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					1,429.82			
Spacesaver Intermountain LLC (2246)								
143783								
143783	Invoice	Final on Evidence Lockers and St	06/12/2026	06/22/2026	41,639.43	Open	06/26	21-00-6026
Total 143783:					41,639.43			
Total Spacesaver Intermountain LLC (2246):					41,639.43			
Symbol Arts (998)								
0568839								
0568839	Invoice	patches	06/09/2026	07/09/2026	341.00	Open	06/26	10-30-6030
Total 0568839:					341.00			
Total Symbol Arts (998):					341.00			
T Mobile (2040)								
211680251-5212026								
211680251-5212026	Invoice	Hauled water hotspot	05/21/2026	06/19/2026	55.10	Open	05/26	51-15-7006
Total 211680251-5212026:					55.10			
995996113-5212026								
995996113-5212026	Invoice	Admin - Cell Phones	05/21/2026	06/19/2026	116.38	Open	05/26	10-20-5335
995996113-5212026	Invoice	Streets - Cell Phones	05/21/2026	06/19/2026	255.96	Open	05/26	10-10-5335
Total 995996113-5212026:					372.34			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total T Mobile (2040):					427.44			
The Key People (2202)								
38939								
38939	Invoice	City Hall Janitorial	06/01/2026	07/01/2026	231.30	Open	06/26	10-20-5108
Total 38939:					231.30			
38954								
38954	Invoice	PD Janitorial	06/01/2026	07/01/2026	128.50	Open	06/26	10-30-5108
Total 38954:					128.50			
Total The Key People (2202):					359.80			
Timberline Disposal (1467)								
6046374V324								
6046374V324	Invoice	Hwy 103 toilet	05/18/2026	05/24/2026	204.88	Open	05/26	51-00-5202
Total 6046374V324:					204.88			
6066165V324								
6066165V324	Invoice	PW Dumpster	06/01/2026	07/01/2026	510.51	Open	06/26	10-10-5202
6066165V324	Invoice	VCMP Portalet	06/01/2026	07/01/2026	236.91	Open	06/26	10-60-5202
Total 6066165V324:					747.42			
Total Timberline Disposal (1467):					952.30			
Treatment Technology (1078)								
198442								
198442	Invoice	caustic soda	06/02/2026	07/02/2026	976.80	Open	07/26	51-00-6216
198442	Invoice	Drum, Delivery and Cleaning Char	06/02/2026	07/02/2026	115.00	Open	07/26	51-00-6201
198442	Invoice	Drum, Delivery and Cleaning Char	06/02/2026	07/02/2026	115.00	Open	07/26	51-00-6216
198442	Invoice	Sodium hypochlorite solution	06/02/2026	07/02/2026	1,918.40	Open	07/26	51-00-6201
Total 198442:					3,125.20			
Total Treatment Technology (1078):					3,125.20			
VISA (1827)								
ADMIN- 632026								
ADMIN- 632026	Invoice	doordash pass	06/03/2026	06/28/2026	9.99	Open	05/26	10-21-5108
Total ADMIN- 632026:					9.99			
MARSH-632026								
MARSH-632026	Invoice	cml registration = harmon	06/03/2026	06/28/2026	435.00	Open	05/26	10-20-5212
Total MARSH-632026:					435.00			
PATTERSON-632026								
PATTERSON-632026	Invoice	casstte player/recorder - amazon	06/03/2026	06/28/2026	44.96	Open	05/26	10-30-6010
PATTERSON-632026	Invoice	gfoa - membership smith	06/03/2026	06/28/2026	65.00	Open	05/26	10-20-5304
PATTERSON-632026	Invoice	office equipment protection plan -	06/03/2026	06/28/2026	6.99	Open	05/26	10-30-6010
PATTERSON-632026	Invoice	wix	06/03/2026	06/28/2026	29.00	Open	05/26	10-21-5108
PATTERSON-632026	Invoice	wix	06/03/2026	06/28/2026	36.00	Open	05/26	10-21-5108
Total PATTERSON-632026:					181.95			
PD-632026								
PD-632026	Invoice	beaujos -pizza w police	06/03/2026	06/28/2026	300.00	Open	05/26	10-30-5350
PD-632026	Invoice	istock subscription	06/03/2026	06/28/2026	89.52	Open	05/26	10-30-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
PD-632026	Invoice	postage	06/03/2026	06/28/2026	8.05	Open	05/26	10-30-5310
PD-632026	Invoice	postage	06/03/2026	06/28/2026	8.05	Open	05/26	10-30-5310
PD-632026	Invoice	safeway - pizza with police bever	06/03/2026	06/28/2026	82.96	Open	05/26	10-30-5350
PD-632026	Invoice	safeway dawn and air wick	06/03/2026	06/28/2026	19.97	Open	05/26	10-30-6010
PD-632026	Invoice	walmart - keyboard and mouse	06/03/2026	06/28/2026	20.36	Open	05/26	10-30-6010
Total PD-632026:					528.91			
SIGWARD - 632026								
SIGWARD - 632026	Invoice	starlink service	06/03/2026	06/28/2026	240.00	Open	05/26	10-10-5335
Total SIGWARD - 632026:					240.00			
WATER - 632026								
WATER - 632026	Invoice	15 min parking signs - amazon	06/03/2026	06/28/2026	197.89	Open	05/26	59-70-7901
WATER - 632026	Invoice	30 min parking signs - amazon	06/03/2026	06/28/2026	219.89	Open	05/26	59-70-7901
WATER - 632026	Invoice	dismount bikes signs	06/03/2026	06/28/2026	29.98	Open	05/26	10-10-6091
WATER - 632026	Invoice	entrance and exit signs - amazon	06/03/2026	06/28/2026	45.98	Open	05/26	59-70-7901
WATER - 632026	Invoice	safety vests - amazon	06/03/2026	06/28/2026	148.87	Open	05/26	10-10-6022
Total WATER - 632026:					642.61			
Total VISA (1827):					2,038.46			
W.E. O'Neil (2192)								
14-1425508-11								
14-1425508-11	Invoice	Police Station Construction	06/03/2026	07/03/2026	416,884.92	Open	05/26	21-00-7045
Total 14-1425508-11:					416,884.92			
Total W.E. O'Neil (2192):					416,884.92			
Wilson Williams Fellman Dittman (2160)								
2648								
2648	Invoice	comcast franchise agreement	05/31/2026	06/30/2026	216.00	Open	05/26	10-20-5101
Total 2648:					216.00			
Total Wilson Williams Fellman Dittman (2160):					216.00			
Grand Totals:					1,193,823.19			

Report GL Period Summary

GL Period	Amount
04/26	7,438.88
07/26	50,651.57
06/26	473,982.78
05/26	661,749.96
Grand Totals:	1,193,823.19

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Wonder Martell, Deputy City Clerk

From: Scott Lubinsky <scottlubinski@gmail.com>
Sent: Sunday, June 14, 2026 5:39 PM
To: Wonder Martell, Deputy City Clerk
Subject: Re: Vacant WARD 1 City Council LUBINSKI

To Whom It May Concern,

This letter of application is respectfully submitted for your review to be appointed to the Idaho Springs City Council.

As a multi-generational resident of Idaho Springs, it would be my honor to serve as a positive and contributing influence to support our community. I am an advocate for: responsible organic growth, preserving local history while encouraging community engagement, and developing responsible fiscal infrastructures that support community engagement and public safety.

In addition to retiring from university educational systems, I have extensive project management, personnel administration, and fiduciary experience.

Should you have any additional questions, please contact me directly at scottlubinski@gmail.com or 303-596-7900.

Sincerely,

Scott Lubinski

Briana Reagon
1006 Colorado Blvd
Idaho Springs, CO 80452
June 17th, 2026

City Clerk's Office
City of Idaho Springs
PO Box 907
Idaho Springs, CO 80452

Re: Letter of interest to serve on the Idaho Springs City Council for Ward 1

Dear Mayor Harmon and Members of the Idaho Springs City Council,

I'm writing to express my interest in serving on the Idaho Springs City Council, representing Ward 1. I very much appreciate the opportunity to apply for this vacancy. This is an unexpected opportunity that I would love to take advantage of.

In December 2025, I interviewed for a different vacancy on Council which I was unsuccessful however I am extremely supportive of Sharon, whom I'd be very excited to work with alongside the other Council members. I especially respected the transparency and careful consideration that the Council used to select the right person for that position.

After that process, I was fortunate to be appointed as an alternate board member for the Clear Creek County Regional Housing Authority Board. During this time, I have learned a great deal about housing and the legalities surrounding it. This has turned into a great opportunity to learn more about our housing conditions and opportunities within our community and I believe this will help me be an asset to Council.

As I stated in my initial letter of interest, I remain steadfast to come to community discussions prepared to learn all sides, and will approach local issues with an unbiased, resident-focused perspective. My only goal is to serve the community as a whole and ensure that all voices are heard.

If afforded the opportunity to serve on the Council, I hope to focus on:

- Protecting our historic identity while supporting responsible and sustainable growth.
- Improving everyday infrastructure and city services, making Idaho Springs easier, safer, and more enjoyable for residents and visitors alike.
- Keeping communication open and honest, ensuring people feel informed, included, and connected to local decision making.

- Continuing to support our local organizations, charities, and service groups that strengthen our town and lift up our neighbors.

Additionally, I am prepared to help work through some of the current issues facing Idaho Springs such as the opening of the Mighty Argo Cable Car and related impacts, the economic impacts from the minimal snowfall and the comprehensive plan the City is working on.

In closing, Idaho Springs has always been home to me and it would be a privilege to contribute to its future by serving on the City Council. Thank you for your time and consideration. I am available at any time to answer questions or visit with you to learn more about me. I may be contacted at (303) 519-8617 or brianareagon@gmail.com.

With regards,



Briana Reagon

CITY OF IDAHO SPRINGS
 COMBINED CASH INVESTMENT
 MAY 31, 2026

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	(171,264.19)
01-00-1111	MONEY MARKET -3504	23,724.89
01-00-1112	XPRESS DEPOSIT ACCOUNT	157,180.45
01-00-1113	PETTY CASH CHECKING ACCOUNT	765.89
01-00-1115	EVERGREEN NAT'L-- PR CKG -2114	33,581.37
01-00-1117	COLOTRUST--GENERAL -8001	356,551.95
01-00-1118	COLOTRUST--RAMP FUND -8002	28,771.68
01-00-1119	CSAFE--GENERAL -97-01	24,779.90
01-00-1176	CASH CLEARING - COURT	(297.07)
01-00-1178	CASH CLEARING - ACCTS REC.	(870.44)
	TOTAL COMBINED CASH	452,924.43
01-00-1000	COMBINED CASH FUND	(452,924.43)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	(631,204.51)
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	10,469.12
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	706,565.16
21	ALLOCATION TO IMPROVEMENT FUND	(1,785,288.93)
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	143,935.22
23	ALLOCATION TO 1% STREET SALES TAX	1,508,781.34
51	ALLOCATION TO WATER FUND	(265,165.07)
52	ALLOCATION TO WASTEWATER FUND	(259,441.83)
59	ALLOCATION TO PARKING ENTERPRISE FUND	1,024,273.93
	TOTAL ALLOCATIONS TO OTHER FUNDS	452,924.43
	ALLOCATION FROM COMBINED CASH FUND - 01-00-1000	(452,924.43)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	(631,204.51)	
10-00-1120	CASH W/COUNTY TREASURER	93,935.15	
10-00-1150	A/R--BILLED ACCOUNTS	(11,713.77)	
10-00-1165	OTHER RECEIVABLES	313,634.65	
10-00-1167	PROPERTY TAXES RECEIVABLE	277,991.00	
10-00-1170	A/R--COURT	(3,831.00)	
10-00-1171	LEASE RECEIVABLE	453,861.19	
10-00-1580	SUSPENSE	.86	
	TOTAL ASSETS		<u>492,673.57</u>

LIABILITIES AND EQUITY

LIABILITIES

10-00-2010	WAGES PAYABLE	65,357.34	
10-00-2015	ACCRUED PAYROLL PAYABLE	20,457.63	
10-00-2020	ACCOUNTS PAYABLE	9,719.85	
10-00-2120	DEFERRED PROPERTY TAXES	277,991.00	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	126,387.68	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	327,473.51	
10-00-2220	FICA PAYABLE	6,887.52	
10-00-2221	MEDICARE PAYABLE	2,754.18	
10-00-2222	FEDERAL WITHHOLDINGS PAYABLE	10,323.75	
10-00-2223	STATE WITHHOLDINGS PAYABLE	3,387.00	
10-00-2230	HEALTH INSURANCE PAYABLE	879.00	
10-00-2231	DENTAL INSURANCE PAYABLE	194.20	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	13,029.98	
10-00-2235	DEFERRED COMP PAYABLE	5,704.02	
10-00-2236	UNEMPLOYMENT PAYABLE	921.72	
10-00-2237	MISC PAYROLL PAYABLE	104.28	
10-00-2238	LIFE INSURANCE PAYABLE	30.80	
10-00-2401	DEVELOPER LIABILITIES	(3,943.82)	
	TOTAL LIABILITIES		867,659.64

FUND EQUITY

10-00-2600	FUND BALANCE	266,806.45	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(641,792.52)	
	BALANCE - CURRENT DATE	(641,792.52)	
	TOTAL FUND EQUITY		<u>(374,986.07)</u>
	TOTAL LIABILITIES AND EQUITY		<u>492,673.57</u>

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT	
<u>PROPERTY, SALES & USE TAXES</u>							
10-00-3110	PROPERTY TAXES	161,776.81	139,109.45	66,166.45	150,136.55	282,237	53.2
10-00-3111	INTEREST -DELINQUENT PROP TAX	.00	37.21-	10.24	31.37	0	.0
10-00-3120	SPECIFIC OWNERSHIP TAX	9,610.92	10,217.27	1,841.52	9,620.40	25,000	38.5
10-00-3130	SALES TAX (1/2)	719,108.38	734,937.12	164,021.69	734,700.89	2,433,600	30.2
10-00-3135	BUILDING USE TAX (2/3)	2,502.28	4,983.18	822.88	6,115.34	25,000	24.5
10-00-3136	MOTOR VEHICLE USE TAX	38,457.84	29,653.47	7,338.72	30,684.33	80,000	38.4
10-00-3182	FRANCHISE-PUBLIC SERVICE	46,932.08	52,704.47	7,636.20	49,073.29	106,000	46.3
10-00-3183	FRANCHISE-CABLE--COMCAST	5,292.98	4,633.44	2,245.96	4,418.16	23,000	19.2
10-00-3184	FRANCHISE-QWEST/CENTURYLINK	119.50	81.00	.00	64.25	200	32.1
	TOTAL PROPERTY, SALES & USE TAXES	983,800.79	976,282.19	250,083.66	984,844.58	2,975,037	33.1
<u>LICENSES & PERMITS</u>							
10-00-3211	LIQUOR LICENSE	3,350.00	3,726.25	550.00	4,866.25	7,000	69.5
10-00-3216	BUSINESS LICENSE FEE	1,664.60	2,205.00	777.50	7,060.00	36,000	19.6
10-00-3218	SHOPPING BAG FEES	6,583.80	4,039.80	.00	3,350.94	5,000	67.0
10-00-3221	BUILDING PERMITS	8,698.13	24,695.31	1,451.95	14,945.89	100,000	15.0
10-00-3222	CONTRACTOR'S LICENSE	4,000.00	5,000.00	500.00	4,800.00	11,000	43.6
10-00-3225	FINGERPRINTS	.00	.00	.00	15.00	0	.0
10-00-3227	REPORTS/COPIES/FAX	1,227.50	723.50	7.50	400.00	2,500	16.0
10-00-3229	OTHER LICENSES/PERMITS	11,408.36	17,679.50	852.00	12,692.00	70,000	18.1
10-00-3240	PLAN REVIEW/COMMISSION FEES	5,682.92	4,483.66	460.33	2,547.76	50,000	5.1
	TOTAL LICENSES & PERMITS	42,615.31	62,553.02	4,599.28	50,677.84	281,500	18.0
<u>OTHER TAXES</u>							
10-00-3301	MOTOR VEHICLE REG. FEES	2,620.41	2,629.19	617.87	2,579.45	7,000	36.9
10-00-3304	MARIJUANA SPECIAL SALES TAX	25,239.15	20,200.91	1,068.24	4,899.05	50,000	9.8
10-00-3305	STATE SHARED CIGARETTE TAX	1,587.39	1,622.06	326.17	1,494.08	4,800	31.1
10-00-3306	COUNTY ROAD & BRIDGE TAX	191,264.72	192,358.69	.00	196,156.86	425,000	46.2
10-00-3307	SEVERENCE TAX	.00	.00	.00	.00	70,000	.0
10-00-3309	HIGHWAY USERS TAX	29,920.81	29,121.23	6,086.00	29,203.37	65,000	44.9
10-00-3380	DOLA GRANT EIAF 9689-B & B	3,488.22	8,146.70	.00	.00	75,000	.0
10-00-3382	TOURISM MANAGEMENT GRANT	.00	.00	.00	.00	40,000	.0
	TOTAL OTHER TAXES	254,120.70	254,078.78	8,098.28	234,332.81	736,800	31.8
<u>FINES</u>							
10-00-3550	FINES	79,675.00	199,060.10	43,796.00	171,842.68	460,000	37.4
	TOTAL FINES	79,675.00	199,060.10	43,796.00	171,842.68	460,000	37.4

CITY OF IDAHO SPRINGS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	24,846.55	9,166.18	(1,251.26)	(5,665.92)	15,000	(37.8)
10-00-3602 ARGO MINE/DEVELOPER ACCOUNT	.00	500.00	.00	.00	0	.0
10-00-3604 DONATIONS	.00	.00	.00	.00	2,500	.0
10-00-3610 CEMETERY FEES	300.00	1,750.00	.00	.00	5,000	.0
10-00-3620 LEASES/RENT	36,338.22	33,629.06	5,910.72	42,720.82	68,000	62.8
10-00-3680 REIMBURSEMENT/REFUNDS	12,323.92	5,540.38	1,148.70	2,282.36	70,000	3.3
10-00-3690 MISCELLANEOUS REVENUE	2,009.86	13,117.03	67,888.40	107,489.73	30,000	358.3
TOTAL MISCELLANEOUS	75,818.55	63,702.65	73,696.56	146,826.99	190,500	77.1
TOTAL FUND REVENUE	1,436,030.35	1,555,676.74	380,273.78	1,588,524.90	4,643,837	34.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	10,056.00	20,716.00	7,964.40	29,202.80	69,020	42.3
10-10-4103 HOURLY	44,018.98	42,923.44	31,815.78	87,581.11	99,136	88.3
10-10-4104 OVERTIME	4,741.56	3,805.82	2,318.19	7,696.51	10,000	77.0
10-10-4201 FICA	3,465.62	3,975.21	2,522.95	7,403.64	10,426	71.0
10-10-4202 MEDICARE	810.42	931.50	590.08	1,731.59	2,438	71.0
10-10-4203 HEALTH INS.	10,889.39	12,025.94	5,300.36	19,214.80	33,754	56.9
10-10-4204 LIFE INS.	87.50	78.33	29.33	130.20	198	65.8
10-10-4205 DEFERRED COMP	3,215.14	4,130.61	1,750.95	5,707.24	10,269	55.6
10-10-4206 UNEMPLOYMENT INS.	115.75	134.91	84.21	248.98	388	64.2
10-10-4207 DISABILITY INSURANCE	652.58	659.12	221.31	789.32	1,629	48.5
10-10-4209 DENTAL INSURANCE	423.80	398.37	171.20	646.00	1,176	54.9
10-10-5103 ENGINEERING	.00	726.60	.00	.00	1,000	.0
10-10-5106 IT SERVICES	.00	.00	.00	1,407.63	0	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	10,834.29	15,230.70	3,389.76	16,835.27	40,000	42.1
10-10-5202 DISPOSAL-TRASH	2,480.76	1,405.80	.00	2,080.16	4,500	46.2
10-10-5207 MAINT./REPAIRS-SERVICES	8,256.66	5,602.42	.00	.00	7,500	.0
10-10-5208 MAINT./REPAIRS-BUILDING	1,173.84	1,560.59	.00	.00	2,500	.0
10-10-5212 TRAINING	75.00	.00	.00	.00	500	.0
10-10-5213 MEDICAL	.00	160.00	.00	985.50	200	492.8
10-10-5215 EMPLOYEE INCENTIVE	20.00	.00	.00	.00	1,000	.0
10-10-5300 CIRSA W/C INSURANCE	10,604.96	15,679.86	1,414.04	14,838.72	29,144	50.9
10-10-5301 CIRSA P/C INSURANCE	23,297.05	51,346.95	.00	31,901.31	59,724	53.4
10-10-5303 TELEPHONE	720.61	1,024.74	141.77	717.60	2,000	35.9
10-10-5304 DUES & PUBLICATIONS	421.99	238.99	.00	.00	400	.0
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	78.03	.00	35.49	100	35.5
10-10-5313 ADVERTISING	.00	.00	.00	400.00	100	400.0
10-10-5314 INSURANCE CLAIMS	1,000.00	3,427.37	.00	.00	2,000	.0
10-10-5325 PRINTING	.00	69.43	.00	141.88	100	141.9
10-10-5330 COMMUNICATION EQUIPMENT	.00	761.88	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	1,624.24	2,652.52	912.06	3,236.06	5,500	58.8
10-10-6001 ELECTRICITY & GAS	26,740.40	32,458.46	6,763.06	45,005.51	67,000	67.2
10-10-6007 MATERIALS/SUPPLIES/EQUIP	1,948.86	605.81	64.60	775.95	5,500	14.1
10-10-6010 MATERIALS/SUPPLIES/OFFICE	187.29	803.30	.00	1,135.62	2,000	56.8
10-10-6012 GAS/OIL-EQUIPMENT	1,832.49	1,924.18	133.72	1,128.66	4,500	25.1
10-10-6020 TOOLS	245.80	314.37	.00	.00	1,500	.0
10-10-6022 SAFETY ITEMS	.00	.00	148.87	148.87	500	29.8
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	.00	122.21	.00	.00	500	.0
10-10-6050 WATER/SEWER	1,530.58	2,691.11	.00	1,010.46	5,300	19.1
10-10-6085 STREET LAMPS	2,909.66	10,134.22	.00	.00	20,000	.0
10-10-6091 SIGNS	16,175.30	2,342.75	343.96	343.96	10,000	3.4
10-10-6093 PAINT	.00	.00	.00	.00	1,000	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,000	.0
10-10-6096 ASPHALT/CURB & GUTTER--R&M	.00	.00	.00	1,200.00	0	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	4,765.99	.00	.00	.00	15,000	.0
10-10-6150 FLEET MAINT	4,433.73	1,133.18	.00	1,365.11	8,000	17.1
10-10-6191 FLEET FUEL	6,259.13	5,054.78	167.51	5,811.90	12,000	48.4
10-10-6192 FLEET TIRES	471.91	7,148.09	.00	.00	3,000	.0
10-10-6193 FLEET SUPPLIES	803.38	1,261.53	.00	.00	3,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	1,000	.0
10-10-7011 COMPUTER SOFTWARE	79.96	.00	.00	678.00	0	.0
TOTAL STREETS EXPENDITURES	207,370.62	255,739.12	66,248.11	291,535.85	561,352	51.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101	MAYOR/COUNCIL	8,880.00	8,880.00	.00	8,820.00	52,560 16.8
10-20-4102	SALARY	132,357.50	84,148.19	25,807.44	94,627.28	260,512 36.3
10-20-4103	HOURLY	60,190.77	54,755.00	8,988.67	38,478.47	75,089 51.2
10-20-4104	OVERTIME	963.82	244.28	.00	72.24	500 14.5
10-20-4201	FICA	12,100.53	8,715.71	2,083.59	8,435.05	20,807 40.5
10-20-4202	MEDICARE	2,830.13	2,040.20	487.29	1,972.76	4,866 40.5
10-20-4203	HEALTH INS.	34,713.60	29,335.60	4,524.92	22,666.84	82,470 27.5
10-20-4204	LIFE INS.	204.75	150.43	25.55	127.75	354 36.1
10-20-4205	DEFERRED COMP	12,983.27	6,401.56	2,012.46	7,340.49	16,136 45.5
10-20-4206	UNEMPLOYMENT	379.49	269.45	69.60	255.35	656 38.9
10-20-4207	DISABILITY INSURANCE	1,758.58	1,153.39	201.58	1,002.68	2,645 37.9
10-20-4209	DENTAL INSURANCE	1,434.40	749.31	137.10	685.50	1,882 36.4
10-20-5050	COUNTY TREASURER'S FEES	2,959.48	2,756.34	1,247.95	3,787.77	5,500 68.9
10-20-5101	LEGAL	64,553.94	63,757.56	216.00	45,084.42	140,000 32.2
10-20-5102	AUDIT	4,250.00	6,306.56	.00	.00	6,500 .0
10-20-5103	ENGI'RING SVCES--DEVEL REVIEW	876.52	316.80	.00	507.60	1,000 50.8
10-20-5104	FINANCIAL SERVICES	12,608.14	6,120.00	.00	6,603.45	12,000 55.0
10-20-5105	PLANNING SERVICES	5,787.00	253.11	.00	.00	10,000 .0
10-20-5106	IT SERVICES	9,345.74	9,495.90	2,792.76	6,997.38	20,000 35.0
10-20-5107	SURVEYING	24,330.00	.00	.00	.00	5,000 .0
10-20-5108	OTHER CONTRACTUAL SERVICES	7,496.88	70,551.39	58,319.71	96,075.66	100,000 96.1
10-20-5207	REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	1,000 .0
10-20-5208	REPAIR/MAINTENANCE-BUILDING	74.85	1,525.45	254.92	254.92	2,000 12.8
10-20-5210	MEETING EXPENSE	680.44	1,031.24	.00	.00	1,500 .0
10-20-5212	EDUCATION & TRAINING	4,537.00	6,155.20	481.00	1,031.00	8,000 12.9
10-20-5215	EMPLOYEE INCENTIVE	550.00	634.25	.00	300.00	1,900 15.8
10-20-5220	ELECTION	.00	.00	.00	.00	1,000 .0
10-20-5225	BOARDS & COMMISSIONS	.00	1,012.18	.00	.00	1,500 .0
10-20-5300	CIRSA W/C INSURANCE	530.24	784.00	70.71	741.95	1,457 50.9
10-20-5301	CIRSA P/C INSURANCE	22,797.05	48,405.20	.00	31,401.32	59,724 52.6
10-20-5303	TELEPHONE	720.61	742.07	141.77	717.59	1,800 39.9
10-20-5304	DUES & MEMBERSHIPS	4,306.00	6,915.07	245.00	4,875.59	9,500 51.3
10-20-5305	TRAVEL & MEALS	1,508.20	3,431.40	.00	1,256.76	8,000 15.7
10-20-5309	CONTRACT OFFICE EQUIP.	2,372.61	1,698.55	273.00	1,382.60	5,500 25.1
10-20-5310	POSTAGE, SHIPPING, BOX RENT	727.85	462.56	.00	565.47	2,000 28.3
10-20-5312	LEGAL PUBLICATIONS	4,600.22	2,970.08	975.87	2,662.40	2,000 133.1
10-20-5313	ADVERTISING	706.12	528.86	.00	380.00	1,500 25.3
10-20-5314	INSURANCE CLAIMS	.00	.00	.00	.00	1,000 .0
10-20-5316	RECORDING DOCUMENTS	1,059.00	377.35	.00	86.00	1,200 7.2
10-20-5322	CODIFICATION	3,118.00	3,851.40	.00	.00	4,000 .0
10-20-5325	PRINTING	.00	101.59	590.73	952.52	1,000 95.3
10-20-5335	CELL/INTERNET SERVICE	2,418.56	3,331.65	116.38	2,505.58	7,500 33.4
10-20-6001	ELECTRICITY & GAS	2,486.89	2,406.67	437.95	2,759.98	5,000 55.2
10-20-6010	MATERIALS/SUPPLIES/OFFICE	1,349.53	968.10	.00	607.08	3,000 20.2
10-20-6020	FLAGS	.00	.00	.00	.00	500 .0
10-20-6050	WATER/SEWER	873.09	1,650.74	.00	1,353.39	5,500 24.6
10-20-6060	REFUNDS	1,000.00	.00	.00	.00	1,000 .0
10-20-6500	MISCELLANEOUS EXPENSE	.00	.00	.00	.00	2,000 .0
10-20-7010	OFFICE EQUIPMENT/COMPUTERS	2,035.49	592.03	.00	1,597.98	3,000 53.3
10-20-7011	COMPUTER SOFTWARE	460.00	1,906.99	.00	1,482.00	1,000 148.2
10-20-7020	PUBLIC ENGAGEMENT	9,121.50	.00	.00	.00	0 .0
10-20-8010	MISC. CASH OVER/SHORT	.48-	6.25	.00	.16	0 .0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL ADMINISTRATION EXPENDITURES	469,037.31	447,889.66	110,501.95	400,454.98	962,558	41.6
<u>COMMUNITY PROMOTION</u>						
10-21-5030 HSIS/ VISITOR CENTER	30,000.00	15,000.00	.00	15,000.00	60,000	25.0
10-21-5032 EVENTS	1,700.00	1,436.68	1,544.83	2,084.83	68,000	3.1
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	3,500.00	3,500.00	3,500	100.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	2,000.00	.00	.00	.00	2,000	.0
10-21-5038 MISC. ORGANIZATION REQUEST	10,000.00	1,367.38	3,472.79	10,472.79	10,000	104.7
10-21-5039 BEAUTIFICATION	.00	.00	164.34	481.85	9,500	5.1
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	21,609	.0
10-21-5041 HISTORIC SITES & FACILITIES	.00	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	20,305.00	18,341.68	.00	.00	0	.0
10-21-5055 CONTRIBUTION TO OTHERS	.00	.00	.00	10,000.00	10,000	100.0
10-21-5108 OTHER CONTRACTUAL SERVICES	.00	55,741.67	1,608.32	14,014.96	21,000	66.7
10-21-5109 WEBSITE & MARKETING	.00	.00	5,349.83	19,257.75	70,000	27.5
10-21-5430 VISITOR CTR BLDG MAINTENANCE	1,670.58	16,529.84	1,401.97	4,911.89	10,000	49.1
10-21-7600 CONTINGENCY	.00	.00	95.00	285.00	1,000	28.5
TOTAL COMMUNITY PROMOTION	65,675.58	108,417.25	17,137.08	80,009.07	291,609	27.4
<u>BUILDING INSPECTOR</u>						
10-22-5000 OPERATIONS CONTRACTUAL	9,344.33	24,560.37	1,429.82	6,803.83	75,000	9.1
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	1,000	.0
TOTAL BUILDING INSPECTOR	9,344.33	24,560.37	1,429.82	6,803.83	76,000	9.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	49,008.00	59,944.00	18,360.00	67,320.00	111,389	60.4
10-30-4103 HOURLY WAGES--SWORN	226,157.71	227,851.86	90,415.16	319,082.25	586,346	54.4
10-30-4104 OVERTIME--REGULAR	8,444.22	6,429.06	1,826.12	8,134.05	15,000	54.2
10-30-4105 HOLIDAY	5,133.28	4,344.32	2,570.80	10,283.20	15,000	68.6
10-30-4106 OVERTIME--HOLIDAY WORKED-SWORN	8,224.19	7,020.29	2,086.20	8,945.87	21,000	42.6
10-30-4108 BONUS PAY	.00	.00	.00	1,000.00	1,000	100.0
10-30-4109 HOURLY WAGES--CIVILIAN	70,328.97	64,529.74	19,005.93	71,095.05	138,427	51.4
10-30-4110 OVERTIME--HOLIDAY WKD-CIVILIAN	.00	.00	371.54	1,350.80	2,000	67.5
10-30-4201 FICA	4,356.30	3,964.77	1,301.18	4,589.30	8,582	53.5
10-30-4202 MEDICARE	5,108.05	5,126.52	1,903.90	6,824.07	12,124	56.3
10-30-4203 HEALTH INS.	55,797.80	59,409.60	11,947.20	59,736.00	157,081	38.0
10-30-4204 LIFE INS.	410.20	386.96	72.52	362.60	912	39.8
10-30-4205 DEFERRED COMP	3,544.68	3,640.90	1,121.43	4,095.05	9,200	44.5
10-30-4206 UNEMPLOYMENT	732.79	740.25	269.24	974.33	1,900	51.3
10-30-4207 DISABILITY INSURANCE	3,295.98	3,240.13	743.28	3,388.23	8,300	40.8
10-30-4209 DENTAL INSURANCE	3,451.20	3,339.20	657.60	3,288.00	8,261	39.8
10-30-4210 PENSION FPPA	32,460.33	35,784.19	12,718.01	50,717.37	92,582	54.8
10-30-5101 LEGAL	.00	1,424.50	.00	172.50	5,000	3.5
10-30-5105 OTHER CONTRACT SERVICES	159,384.54	100,053.80	.00	102,443.40	198,851	51.5
10-30-5106 IT SERVICES	.00	.00	.00	1,407.63	0	.0
10-30-5108 OTHER PROFESSIONAL SERVICES	62,516.29	54,751.01	5,406.27	48,651.79	90,000	54.1
10-30-5109 POLYGRAPH/PSY EXAM	.00	425.70	.00	.00	2,000	.0
10-30-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	1,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	810.63	93.19	.00	32.96	2,000	1.7
10-30-5212 TRAINING	9,206.05	7,847.17	.00	8,540.24	18,000	47.5
10-30-5213 MEDICAL/BLOOD DRAW	.00	.00	.00	.00	1,000	.0
10-30-5215 EMPLOYEE INCENTIVE	305.00	468.95	.00	598.60	2,000	29.9
10-30-5300 CIRSA W/C INSURANCE	10,074.72	14,896.19	1,343.40	14,096.86	27,687	50.9
10-30-5301 CIRSA P/C INSURANCE	114,921.92	168,533.05	.00	217,167.21	410,631	52.9
10-30-5303 TELEPHONE	720.61	715.92	141.77	717.59	1,800	39.9
10-30-5304 DUES & PUBLICATIONS	3,171.42	1,045.00	.00	885.00	2,000	44.3
10-30-5305 TRAVEL & MEALS	51.77	.00	.00	12.00	1,000	1.2
10-30-5309 CONTRACT OFFICE EQUIP.	595.67	373.06	.00	200.09	1,500	13.3
10-30-5310 POSTAGE, SHIPPING, BOX RENT	99.91	199.46	16.10	343.78	500	68.8
10-30-5314 INSURANCE CLAIMS	2,000.00	.00	512.00	3,151.08	5,000	63.0
10-30-5325 PRINTING	2,744.17	3,793.42	.00	2,567.14	3,200	80.2
10-30-5326 TOWING	232.00	300.00	.00	.00	1,000	.0
10-30-5330 COMMUNICATIONS EQUIPMENT	553.34	570.00	.00	.00	1,000	.0
10-30-5335 CELL/INTERNET SERVICE	3,266.50	5,498.00	974.42	6,143.11	10,000	61.4
10-30-5350 PUBLIC EDUCATION/RELATIONS	1,865.66	3,869.73	382.96	2,212.70	4,000	55.3
10-30-6001 ELECTRICITY & GAS	1,842.37	4,935.27	509.40	2,839.95	5,000	56.8
10-30-6010 MATERIALS/SUPPLIES/OFFICE	2,319.34	810.05	148.26	562.54	2,500	22.5
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	1,570.65	1,066.16	.00	279.35	1,700	16.4
10-30-6022 SAFETY ITEMS	.00	.00	.00	.00	1,000	.0
10-30-6030 UNIFORMS	3,710.36	3,979.86	2,696.14	5,757.17	15,000	38.4
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	4,922.40	100.00	579.63	1,780.92	9,000	19.8
10-30-6045 AMMUNITION	1,237.70	.00	.00	.00	4,000	.0
10-30-6050 WATER/SEWER	1,902.43	1,847.02	.00	1,235.14	3,700	33.4
10-30-6100 FLEET MAINTENANCE	31,222.08	13,479.81	2,299.28	32,206.47	30,000	107.4
10-30-6191 FLEET FUEL	13,920.78	15,279.31	452.35	18,455.16	33,000	55.9
10-30-6192 FLEET TIRES	1,263.10	806.32	725.00	1,100.99	3,000	36.7
10-30-6193 FLEET SUPPLIES	1,878.31	480.03	.00	354.28	2,000	17.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	.00	.00	.00	.00	3,000	.0
10-30-7011 COMPUTER SOFTWARE	16,074.40	22,878.26	.00	52,737.58	30,000	175.8
TOTAL POLICE EXPENDITURES	930,837.82	916,272.03	181,557.09	1,147,839.40	2,121,173	54.1
 <u>COURT EXPENDITURES</u>						
10-40-4103 HOURLY	11,585.44	7,931.57	2,736.60	9,175.51	16,347	56.1
10-40-4104 OVERTIME	327.74	129.31	.00	.00	200	.0
10-40-4201 FICA	712.16	480.68	165.36	547.36	1,207	45.4
10-40-4202 MEDICARE	166.53	112.40	38.68	128.04	285	44.9
10-40-4203 HEALTH INS.	1,584.00	1,150.74	261.13	1,305.62	3,135	41.7
10-40-4204 LIFE INS.	17.50	11.20	2.24	11.20	42	26.7
10-40-4205 DEFERRED COMP	347.54	237.97	72.45	265.65	606	43.8
10-40-4206 UNEMPLOYMENT	23.81	16.14	5.47	18.35	41	44.8
10-40-4207 WORKMANS COMP	116.12	77.18	16.01	79.37	186	42.7
10-40-4209 DENTAL INSURANCE	62.00	40.95	8.70	43.50	104	41.8
10-40-5101 LEGAL FEES	112.50	.00	.00	.00	200	.0
10-40-5110 JUDGE RETAINER	8,000.00	9,600.00	1,600.00	8,000.00	19,200	41.7
10-40-5115 PROSECUTER	9,343.50	7,805.90	1,563.37	7,816.85	18,734	41.7
10-40-5209 JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212 TRAINING	.00	.00	.00	50.00	100	50.0
10-40-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-40-5310 POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320 INTERPRETORS	21.32	96.76	.00	22.14	100	22.1
10-40-5325 PRINTING	.00	.00	295.36	295.36	25	1181.4
10-40-6010 MATERIALS/SUPPLIES-MISC.	119.97	.00	220.88	240.87	200	120.4
10-40-6030 CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035 RESTITUTION	.00	.00	.00	757.07	100	757.1
TOTAL COURT EXPENDITURES	32,540.13	27,690.80	6,986.25	28,756.89	61,042	47.1
 <u>FIRE DEPARTMENT</u>						
10-50-5050 CONTRIBUTION TO CCCESD	149,937.50	154,770.00	.00	198,137.50	396,275	50.0
TOTAL FIRE DEPARTMENT	149,937.50	154,770.00	.00	198,137.50	396,275	50.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103	HOURLY	34,859.82	36,972.20	3,454.00	19,704.52	74,030 26.6
10-60-4104	OVERTIME	4,643.74	3,587.10	.00	2,676.96	11,511 23.3
10-60-4105	HOLIDAY	498.96	513.84	.00	.00	913 .0
10-60-4201	FICA	2,429.18	2,488.93	214.15	1,348.59	4,590 29.4
10-60-4202	MEDICARE	568.13	582.10	50.09	315.40	1,073 29.4
10-60-4203	HEALTH INS.	3,168.00	3,596.00	.00	2,448.00	9,795 25.0
10-60-4204	LIFE INS.	70.00	56.00	.00	12.60	107 11.8
10-60-4205	DEFERRED COMP	1,060.79	1,124.56	.00	487.53	2,882 16.9
10-60-4206	UNEMPLOYMENT	80.02	82.17	6.91	44.77	189 23.7
10-60-4207	DISABILITY INSURANCE	366.03	365.35	.00	133.45	743 18.0
10-60-5108	OTHER PROFESSIONAL SERVICES	6,313.00	3,853.18	.00	.00	40,000 .0
10-60-5202	DISPOSAL	.00	1,822.11	232.90	6,647.17	5,000 132.9
10-60-5207	REPAIR/MAINT-SERVICES	.00	7,796.73	.00	.00	10,000 .0
10-60-5208	MAINT./REPAIRS-BUILDING	321.63	2,034.08	9.97	329.55	2,000 16.5
10-60-5209	VANDALISM MAINTENANCE	401.25	.00	.00	259.68	500 51.9
10-60-5210	GREENWAY MAINTENANCE	.00	.00	.00	.00	1,000 .0
10-60-5211	TRAIL MAINTENANCE-VCMP	.00	5,709.24	.00	.00	10,000 .0
10-60-5212	TRAINING	.00	.00	.00	.00	100 .0
10-60-5213	MEDICAL	.00	.00	.00	.00	100 .0
10-60-5215	EMPLOYEE INCENTIVE	.00	.00	.00	.00	250 .0
10-60-5300	CIRSA W/C INSURANCE	1,060.50	1,567.99	141.41	1,483.87	2,915 50.9
10-60-5301	CIRSA P/C INSURANCE	.00	.00	.00	29,861.82	59,724 50.0
10-60-5305	TRAVEL & MEALS	.00	204.82	.00	.00	100 .0
10-60-5306	EQUIPMENT RENTAL	.00	.00	.00	.00	500 .0
10-60-5335	CELL/INTERNET SERVICE	152.41	570.29	.00	81.48	1,000 8.2
10-60-6001	ELECTRICITY & GAS	3,553.02	3,964.97	444.15	3,098.40	7,500 41.3
10-60-6010	MATERIALS/SUPPLIES-MISC.	5,010.63	3,631.58	13.72	2,356.92	9,000 26.2
10-60-6012	GAS, OIL-EQUIPMENT	37.64	156.11	.00	.00	500 .0
10-60-6020	TOOLS	365.98	886.94	38.30	38.30	1,000 3.8
10-60-6022	SAFETY ITEMS	457.28	159.89	.00	134.99	300 45.0
10-60-6040	OCCUPATIONAL EQUIP/SAFETY	.00	277.82	.00	.00	300 .0
10-60-6045	SPRINKLER PARTS	39.20	1,279.66	12.61	22.60	1,800 1.3
10-60-6050	WATER/SEWER	3,102.23	5,631.63	.00	2,303.90	16,000 14.4
10-60-6085	LAMP POSTS	.00	.00	.00	.00	250 .0
10-60-6091	SIGNS	.00	.00	.00	.00	250 .0
10-60-6093	PAINT	.00	.00	.00	.00	150 .0
10-60-6095	SAND / GRAVEL	.00	.00	.00	.00	300 .0
10-60-6098	TREE REPLACEMENT & TRIMMING	.00	.00	.00	.00	9,000 .0
10-60-6099	SALTED SAND	.00	.00	.00	.00	1,600 .0
10-60-6150	FLEET MAINT	2,862.28	.00	16.86	16.86	2,000 .8
10-60-6191	FLEET FUEL	1,306.61	2,128.16	70.36	1,571.87	3,500 44.9
10-60-6192	FLEET TIRES	.00	.00	.00	.00	1,000 .0
10-60-6193	FLEET SUPPLIES	.00	639.42	.00	.00	1,000 .0
10-60-6200	PARKS MAINT. & PARTS	2,106.81	1,429.89	757.83	1,179.53	8,000 14.7
10-60-6204	WEED CONTROL	.00	.00	.00	.00	500 .0
10-60-6206	CHEMICALS/FERTILITZER	.00	.00	.00	179.20	500 35.8
10-60-6207	CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150 .0
10-60-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000 .0
TOTAL PARKS EXPENDITURES		74,835.14	93,112.76	5,463.26	76,737.96	304,622 25.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

		<u>YTD ACTUAL 2024-</u>	<u>YTD ACTUAL 2025-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>CEMETERY EXPENDITURES</u>							
10-70-7100	CEMETERY MAINTENANCE	.00	.00	.00	41.94	5,000	.8
	TOTAL CEMETERY EXPENDITURES	.00	.00	.00	41.94	5,000	.8
	TOTAL FUND EXPENDITURES	1,939,578.43	2,028,451.99	389,323.56	2,230,317.42	4,779,631	46.7
	NET REVENUE OVER EXPENDITURES	503,548.08-	472,775.25-	(9,049.78)	(641,792.52)	135,794-	(472.6)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	10,469.12	
	TOTAL ASSETS		10,469.12

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	10,360.52	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	108.60	
	BALANCE - CURRENT DATE	108.60	
	TOTAL FUND EQUITY		10,469.12
	TOTAL LIABILITIES AND EQUITY		10,469.12

CITY OF IDAHO SPRINGS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2026

HANSEN'S CEMETERY TRUST FUND

		<u>YTD ACTUAL 2024-</u>	<u>YTD ACTUAL 2025-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>MISCELLANEOUS</u>							
15-00-3601	INTEREST EARNED	151.92	148.37	23.02	108.60	300	36.2
	TOTAL MISCELLANEOUS	151.92	148.37	23.02	108.60	300	36.2
	TOTAL FUND REVENUE	151.92	148.37	23.02	108.60	300	36.2
	NET REVENUE OVER EXPENDITURES	151.92	148.37	23.02	108.60	300	36.2

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

RAMP FUND (COLORADO BLVD)

<u>ASSETS</u>			
20-00-1000	CASH - COMBINED FUND	706,565.16	
	TOTAL ASSETS		<u>706,565.16</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
20-00-2015	ACCRUED PAYROLL PAYABLE	15.56	
20-00-2020	ACCOUNTS PAYABLE	(169.20)	
	TOTAL LIABILITIES		(153.64)
<u>FUND EQUITY</u>			
20-00-2600	FUND BALANCE	699,036.84	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>7,681.96</u>	
	BALANCE - CURRENT DATE	<u>7,681.96</u>	
	TOTAL FUND EQUITY		<u>706,718.80</u>
	TOTAL LIABILITIES AND EQUITY		<u>706,565.16</u>

CITY OF IDAHO SPRINGS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2026

RAMP FUND (COLORADO BLVD)

	<u>YTD ACTUAL 2024-</u>	<u>YTD ACTUAL 2025-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>MISCELLANEOUS</u>						
20-00-3601 INTEREST EARNED	15,141.83	14,156.55	1,644.85	8,383.62	25,000	33.5
TOTAL MISCELLANEOUS	15,141.83	14,156.55	1,644.85	8,383.62	25,000	33.5
TOTAL FUND REVENUE	15,141.83	14,156.55	1,644.85	8,383.62	25,000	33.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-4103 ADMINISTRATIVE HOURLY	.00	495.70	150.91	553.34	1,262	43.9
20-00-4104 OVERTIME	.00	8.08	.00	.00	8	.0
20-00-4201 FICA	.00	30.02	9.08	32.92	77	42.8
20-00-4202 MEDICARE	.00	7.05	2.13	7.73	18	42.9
20-00-4203 HEALTH INS.	.00	71.91	16.32	81.60	173	47.2
20-00-4204 LIFE INS.	.00	.70	.14	.70	2	35.0
20-00-4205 RETIREMENT	.00	14.88	4.53	16.61	38	43.7
20-00-4206 UNEMPLOYMENT	.00	1.01	.30	1.10	2	55.0
20-00-4207 DISABILITY INSURANCE	.00	4.83	1.00	4.96	0	.0
20-00-4209 DENTAL INSURANCE	.00	2.55	.54	2.70	0	.0
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	200,000	.0
TOTAL DEPARTMENT 00	.00	636.73	184.95	701.66	201,580	.4
TOTAL FUND EXPENDITURES	.00	636.73	184.95	701.66	201,580	.4
NET REVENUE OVER EXPENDITURES	15,141.83	13,519.82	1,459.90	7,681.96	176,580-	4.4

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	(1,785,288.93)	
21-00-1120	CASH W/COUNTY TREASURER	3,998.29	
21-00-1165	OTHER RECEIVABLES	19,440.55	
	TOTAL ASSETS		(1,761,850.09)

LIABILITIES AND EQUITY

LIABILITIES

21-00-2015	ACCRUED PAYROLL PAYABLE	510.63	
21-00-2020	ACCOUNTS PAYABLE	432,914.25	
21-00-2021	RETAINAGE PAYABLE	37,952.36	
	TOTAL LIABILITIES		471,377.24

FUND EQUITY

21-00-2600	FUND BALANCE	(885,881.58)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(1,347,345.75)	
	BALANCE - CURRENT DATE	(1,347,345.75)	
	TOTAL FUND EQUITY		(2,233,227.33)
	TOTAL LIABILITIES AND EQUITY		(1,761,850.09)

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

IMPROVEMENT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
21-00-3130 SALES TAX (1/4)	359,554.20	367,468.56	82,010.84	367,350.45	1,216,800	30.2
21-00-3135 BUILDING USE TAX (1/3)	1,244.04	3,054.11	411.44	3,170.16	15,000	21.1
21-00-3136 MOTOR VEHICLE USE TAX	19,228.91	14,826.74	3,669.36	15,342.16	40,000	38.4
TOTAL TAXES	380,027.15	385,349.41	86,091.64	385,862.77	1,271,800	30.3
<u>MISCELLANEOUS</u>						
21-00-3601 INTEREST EARNED	7,953.54	3,844.58	(3,925.50)	(15,424.90)	8,000	(192.8)
21-00-3695 SALE OF EQUIPMENT/INS. PROCEED	.00	.00	.00	.00	250,000	.0
TOTAL MISCELLANEOUS	7,953.54	3,844.58	(3,925.50)	(15,424.90)	258,000	(6.0)
<u>SOURCE 37</u>						
21-00-3760 FOUNDATION GRANTS	125,000.00	.00	.00	.00	0	.0
21-00-3774 DOLA GRANT-EIAF 9908 POLICE	.00	.00	121,549.43	315,067.68	800,000	39.4
TOTAL SOURCE 37	125,000.00	.00	121,549.43	315,067.68	800,000	39.4
<u>INTERFUND TRANSFERS</u>						
21-00-3922 TRANSFER FROM CTF	.00	.00	.00	.00	120,000	.0
TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	120,000	.0
TOTAL FUND REVENUE	512,980.69	389,193.99	203,715.57	685,505.55	2,449,800	28.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

IMPROVEMENT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-4102 ADMINISTRATIVE SALARY	.00	15,441.14	4,892.88	17,940.56	31,825	56.4
21-00-4103 ADMINISTRATIVE HOURLY	.00	495.70	150.91	553.34	1,262	43.9
21-00-4104 OVERTIME	.00	8.08	.00	.00	8	.0
21-00-4201 FICA	.00	974.54	305.16	1,108.84	2,498	44.4
21-00-4202 MEDICARE	.00	228.01	71.38	259.38	500	51.9
21-00-4203 HEALTH INS.	.00	2,235.91	465.76	2,334.08	5,366	43.5
21-00-4204 LIFE INS.	.00	9.80	1.96	9.80	20	49.0
21-00-4205 RETIREMENT	.00	865.73	292.29	1,071.73	1,234	86.9
21-00-4206 UNEMPLOYMENT	.00	32.62	10.08	36.96	70	52.8
21-00-4207 DISABILITY INSURANCE	.00	132.37	26.78	133.56	0	.0
21-00-4209 DENTAL INSURANCE	.00	91.35	14.46	72.30	0	.0
21-00-5102 AUDIT	.00	.00	.00	.00	408	.0
21-00-5103 ENGINEERING--AFFORDABLE HSG	40,625.10	608.00	.00	.00	0	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	219.90	.00	.00	.00	0	.0
21-00-6023 PARK IMPROVEMENTS-CRC	.00	569.70	.00	.00	0	.0
21-00-6024 VCMP TRAILS CONSTRUCTION	255,649.96	290,871.22	.00	145,054.09	0	.0
21-00-6026 PD EQUIPMENT	11,540.36	114,570.90	9,011.00	61,601.22	108,000	57.0
21-00-6028 STREETScape/MALL IMPROVEMENTS	6,101.00	.00	.00	.00	0	.0
21-00-6032 SHELLY QUINN PARK	8,617.31	307,234.49	.00	.00	0	.0
21-00-7041 MUSEUM BUILDING IMPROVEMENT	10,000.00	.00	.00	.00	0	.0
21-00-7042 LIBRARY BUILDING IMPROVEMENT	20.77	575.00	.00	.00	0	.0
21-00-7043 LAND ACQUISITION	375,000.00	761,000.00	.00	.00	0	.0
21-00-7044 PW FACILITY PROJECT	973,162.01	6,814.00	.00	.00	0	.0
21-00-7045 POLICE STATION IMPROVEMENTS	108,792.47	215,107.80	426,660.85	1,795,672.79	2,500,000	71.8
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	2,829.43	.00	.00	.00	0	.0
TOTAL IMPROVEMENT FUND EXPENDITURE	1,792,558.31	1,717,866.36	441,903.51	2,025,848.65	2,651,191	76.4
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	303,194.16	.00	.00	.00	0	.0
21-61-7042 SITES & FACILITIES IMPROVEMENT	12,365.41	46,718.31	.00	7,002.65	0	.0
TOTAL HSF PROJECTS	315,559.57	46,718.31	.00	7,002.65	0	.0
TOTAL FUND EXPENDITURES	2,108,117.88	1,764,584.67	441,903.51	2,032,851.30	2,651,191	76.7
NET REVENUE OVER EXPENDITURES	1,595,137.19-	1,375,390.68-	(238,187.94)	(1,347,345.75)	201,391-	(669.0)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND		143,935.22	
	TOTAL ASSETS			<u>143,935.22</u>

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE		137,254.70	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	6,680.52		
	BALANCE - CURRENT DATE		6,680.52	
	TOTAL FUND EQUITY			<u>143,935.22</u>
	TOTAL LIABILITIES AND EQUITY			<u>143,935.22</u>

CITY OF IDAHO SPRINGS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2026

CONSERVATION TRUST FD LOTTERY

	<u>YTD ACTUAL 2024-</u>	<u>YTD ACTUAL 2025-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>INTERGOVERNMENTAL</u>						
22-00-3358 CONSERVATION TRUST FUNDS	3,059.71	2,595.02	2,009.84	5,216.31	10,000	52.2
TOTAL INTERGOVERNMENTAL	3,059.71	2,595.02	2,009.84	5,216.31	10,000	52.2
<u>MISCELLANEOUS</u>						
22-00-3601 INTEREST EARNED	1,730.70	1,839.13	312.07	1,464.21	1,000	146.4
TOTAL MISCELLANEOUS	1,730.70	1,839.13	312.07	1,464.21	1,000	146.4
TOTAL FUND REVENUE	4,790.41	4,434.15	2,321.91	6,680.52	11,000	60.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

CONSERVATION TRUST FD LOTTERY

	<u>YTD ACTUAL 2024-</u>	<u>YTD ACTUAL 2025-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>CONSERVATION FUND EXPENDITURES</u>						
22-00-8240 PROJECTS	.00	.00	.00	.00	120,000	.0
TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	120,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	120,000	.0
NET REVENUE OVER EXPENDITURES	<u>4,790.41</u>	<u>4,434.15</u>	<u>2,321.91</u>	<u>6,680.52</u>	<u>109,000-</u>	<u>6.1</u>

CITY OF IDAHO SPRINGS
 BALANCE SHEET
 MAY 31, 2026

1% STREET SALES TAX

<u>ASSETS</u>			
23-00-1000	CASH - COMBINED FUND	1,508,781.34	
23-00-1165	OTHER RECEIVABLES	<u>142,717.81</u>	
	TOTAL ASSETS		<u>1,651,499.15</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
23-00-2015	ACCRUED PAYROLL PAYABLE	<u>15.56</u>	
	TOTAL LIABILITIES		15.56
<u>FUND EQUITY</u>			
23-00-2600	FUND BALANCE	1,458,017.14	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>193,466.45</u>	
	BALANCE - CURRENT DATE	<u>193,466.45</u>	
	TOTAL FUND EQUITY		<u>1,651,483.59</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,651,499.15</u>

CITY OF IDAHO SPRINGS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2026

1% STREET SALES TAX

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>SOURCE 31</u>						
23-00-3133 SALES TAX (1/4) STREETS CIP	359,554.18	367,468.55	82,010.84	367,350.43	1,216,800	30.2
TOTAL SOURCE 31	359,554.18	367,468.55	82,010.84	367,350.43	1,216,800	30.2
<u>SOURCE 36</u>						
23-00-3601 INTEREST EARNED	22,803.97	18,655.30	3,317.52	15,973.93	40,000	39.9
TOTAL SOURCE 36	22,803.97	18,655.30	3,317.52	15,973.93	40,000	39.9
TOTAL FUND REVENUE	382,358.15	386,123.85	85,328.36	383,324.36	1,256,800	30.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

1% STREET SALES TAX

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-4103 ADMINISTRATIVE HOURLY	.00	495.70	150.91	553.34	1,262	43.9
23-00-4104 OVERTIME	.00	8.08	.00	.00	8	.0
23-00-4201 FICA	.00	30.02	9.08	32.92	51	64.6
23-00-4202 MEDICARE	.00	7.05	2.13	7.73	12	64.4
23-00-4203 HEALTH INS.	.00	71.91	16.32	81.60	173	47.2
23-00-4204 LIFE INS.	.00	.70	.14	.70	1	70.0
23-00-4205 RETIREMENT	.00	14.88	4.53	16.61	38	43.7
23-00-4206 UNEMPLOYMENT	.00	1.01	.30	1.10	2	55.0
23-00-4207 DISABILITY INSURANCE	.00	4.83	1.00	4.96	0	.0
23-00-4209 DENTAL INSURANCE	.00	2.55	.54	2.70	0	.0
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5102 AUDIT	.00	.00	.00	.00	226	.0
23-00-5103 ENGINEERING	371,131.38	.00	.00	.00	20,000	.0
23-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	290,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	196,956.25	193,206.25	189,156.25	189,156.25	378,313	50.0
TOTAL DEPARTMENT 00	568,087.63	193,842.98	189,341.20	189,857.91	1,190,336	16.0
TOTAL FUND EXPENDITURES	568,087.63	193,842.98	189,341.20	189,857.91	1,190,336	16.0
NET REVENUE OVER EXPENDITURES	185,729.48-	192,280.87	(104,012.84)	193,466.45	66,464	291.1

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	(265,165.07)	
51-00-1150	A/R--BILLED ACCOUNTS	81,691.24	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	206,960.61	
51-00-1165	OTHER RECEIVABLES	72,035.82	
51-00-1201	DEPOSIT ON EQUIPMENT	46,630.00	
51-00-1300	LEASE ASSET - SBITAS	4,194.10	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(838.78)	
51-00-1350	CONSTRUCTION IN PROGRESS	2,801,447.14	
51-00-1610	LAND	522,238.83	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	18,813,555.95	
51-00-1631	ACCUMULATED DEPRECIATION	(10,349,261.48)	
51-00-1640	MACHINERY & EQUIPMENT	501,370.16	
	TOTAL ASSETS		<u>12,445,298.52</u>

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	20,089.55	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,232.17	
51-00-2015	ACCRUED PAYROLL PAYABLE	3,113.78	
51-00-2020	ACCOUNTS PAYABLE	(56,134.05)	
51-00-2021	RETAINAGE PAYABLE	98,869.74	
51-00-2143	LEASE LIABILITY	2,474.95	
51-00-2251	2004 CWCB NOTE PAYABLE--LT	378,000.68	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	16,346.43	
51-00-2255	2004 CWCB NOTE PAYABLE--CURR	54,778.01	
	TOTAL LIABILITIES		519,771.26

FUND EQUITY

51-00-2600	FUND BALANCE	9,337,909.04	
51-00-2611	CONTRIBUTED CAPITAL	150,585.00	
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00	
	UNAPPROPRIATED FUND BALANCE:		
51-00-2900	RETAINED EARNINGS	1,692,302.74	
	REVENUE OVER EXPENDITURES - YTD	<u>161,644.48</u>	
	BALANCE - CURRENT DATE		<u>1,853,947.22</u>
	TOTAL FUND EQUITY		<u>11,925,527.26</u>
	TOTAL LIABILITIES AND EQUITY		<u>12,445,298.52</u>

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>						
51-00-3130 SALES TAX	179,777.07	183,734.26	41,005.44	183,675.21	608,400	30.2
TOTAL CARRY OVER	179,777.07	183,734.26	41,005.44	183,675.21	608,400	30.2
<u>CHARGES FOR SERVICES</u>						
51-00-3411 USAGE FEES	415,105.69	410,492.33	.00	414,276.81	1,341,343	30.9
51-00-3415 LATE CHARGES	2,488.53	8,237.20	(8.53)	9,767.37	20,000	48.8
51-00-3421 SERVICE CHARGE	.00	.00	21.50	1,340.25	200	670.1
51-00-3422 TAP FEES	.00	.00	.00	.00	50,000	.0
TOTAL CHARGES FOR SERVICES	417,594.22	418,729.53	12.97	425,384.43	1,411,543	30.1
<u>FINES/LEASES</u>						
51-00-3500 WATER LEASE	36,983.02	38,428.64	.00	(20,323.97)	50,000	(40.7)
TOTAL FINES/LEASES	36,983.02	38,428.64	.00	(20,323.97)	50,000	(40.7)
<u>MISCELLANEOUS</u>						
51-00-3601 INTEREST EARNED	36,060.06	8,238.37	(579.65)	(3,760.71)	15,000	(25.1)
51-00-3606 HAULED/BULK WATER	18,570.96	64,152.22	19,569.38	87,287.45	250,000	34.9
51-00-3690 NSF FEES	.00	.00	15.00	135.00	0	.0
51-00-3699 OTHER INCOME	100.00	.00	.00	.00	500	.0
TOTAL MISCELLANEOUS	54,731.02	72,390.59	19,004.73	83,661.74	265,500	31.5
<u>GRANTS</u>						
51-00-3720 CDPHE GRANTS	.00	10,000.00	.00	.00	0	.0
TOTAL GRANTS	.00	10,000.00	.00	.00	0	.0
<u>SOURCE 38</u>						
51-00-3891 CWCB GRANT	.00	289,824.10	.00	.00	0	.0
51-00-3893 DOLA GRANT EIAF 9983-MONTANE	.00	.00	.00	37,038.20	0	.0
51-00-3894 EIAF 9787 MATTIE DAM	.00	.00	14,093.36	14,093.36	1,000,000	1.4
TOTAL SOURCE 38	.00	289,824.10	14,093.36	51,131.56	1,000,000	5.1
TOTAL FUND REVENUE	689,085.33	1,013,107.12	74,116.50	723,528.97	3,335,443	21.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	19,820.00	46,599.50	9,770.28	35,824.36	89,588	40.0
51-00-4103 HOURLY	35,951.48	46,439.84	12,021.92	41,068.98	144,565	28.4
51-00-4104 OVERTIME	1,653.90	822.82	947.87	3,969.31	4,000	99.2
51-00-4105 HOLIDAY	274.80	327.60	139.35	557.40	1,020	54.7
51-00-4201 FICA	3,342.36	5,479.95	1,361.17	4,770.56	14,517	32.9
51-00-4202 MEDICARE	781.78	1,285.29	318.34	1,115.74	3,395	32.9
51-00-4203 HEALTH INS.	14,956.62	21,990.39	3,530.52	17,103.03	61,290	27.9
51-00-4204 LIFE INS.	72.64	99.61	16.45	68.25	240	28.4
51-00-4205 DEFERRED COMP	4,868.78	7,571.60	1,276.52	4,923.49	20,000	24.6
51-00-4206 UNEMPLOYMENT	115.51	189.01	45.78	162.92	300	54.3
51-00-4207 DISABILITY INSURANCE	589.37	877.94	133.46	569.12	2,000	28.5
51-00-4209 DENTAL INSURANCE	670.20	728.32	85.44	401.60	1,890	21.3
51-00-5000 PLANT OPERATIONS CONTRACTUAL	1,893.44	33,634.50	1,620.00	15,993.75	75,000	21.3
51-00-5101 LEGAL	719.73	298.71	1,236.00	4,248.75	3,000	141.6
51-00-5102 AUDIT	2,125.00	3,981.56	.00	.00	3,000	.0
51-00-5103 DESIGN/ENGINEERING	660.00	1,976.00	.00	.00	5,000	.0
51-00-5104 FINANCIAL SERVICES	8,793.06	3,801.00	.00	3,301.71	12,000	27.5
51-00-5106 IT CONSULTING	.00	678.68	1,396.37	3,498.69	10,000	35.0
51-00-5108 OTHER PROFESSIONAL FEES	12,127.50	15,406.40	448.29	14,890.84	30,000	49.6
51-00-5109 PROCESS CONTROL EQUIPMENT	652.00	3,461.27	.00	.00	4,000	.0
51-00-5201 LAB TESTS	1,859.40	3,390.10	117.90	2,202.30	6,000	36.7
51-00-5202 TRASH DISPOSAL	1,077.82	880.03	706.74	1,467.60	2,500	58.7
51-00-5204 REPAIR/MAINT-PLANT	1,944.13	1,666.40	.00	75.26	5,000	1.5
51-00-5206 CH. CK. SAN DIST. MAINT FEE	.00	.00	206.00	1,021.00	0	.0
51-00-5207 REPAIR/MAINT.-SERVICES	2,931.64	3,543.22	.00	3,543.38	10,000	35.4
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	1,215.83	1,934.50	.00	750.49	4,000	18.8
51-00-5209 INSTRUMENT CALIBRATION	16,830.00	18,212.80	.00	18,293.00	22,000	83.2
51-00-5212 TRAINING	2,978.98	.00	.00	.00	3,000	.0
51-00-5215 EMPLOYEE INCENTIVE	115.00	136.80	.00	.00	500	.0
51-00-5300 CIRSA W/C INSURANCE	2,121.00	3,135.82	282.82	2,967.76	5,828	50.9
51-00-5301 CIRSA P/C INSURANCE	11,397.67	23,187.48	.00	61,251.87	119,447	51.3
51-00-5302 DISCHARGE PERMITS/LICENSES	260.18	227.91	.00	201.00	2,400	8.4
51-00-5303 TELEPHONE	563.38	1,248.97	305.94	1,544.11	2,500	61.8
51-00-5304 DUES & PUBLICATIONS	862.00	2,062.00	.00	2,505.00	2,500	100.2
51-00-5305 TRAVEL & MEALS	.00	.00	.00	168.58	0	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	41,190.00	8,238.00	.00	3,240.00	30,000	10.8
51-00-5310 POSTAGE	1,069.44	1,091.82	239.84	528.59	2,500	21.1
51-00-5313 ADVERTISING	.00	.00	.00	890.00	0	.0
51-00-5325 PRINTING	1,744.90	34.73	295.36	347.21	0	.0
51-00-5335 CELL/INTERNET SERVICE	3,329.54	1,628.98	2,715.05	7,008.26	5,000	140.2
51-00-6001 ELECTRICITY & GAS	41,548.26	36,252.76	4,531.15	41,576.75	70,000	59.4
51-00-6004 MATERIALS/SUPPLIES/PLANT	562.12	.00	.00	.00	2,000	.0
51-00-6007 MATERIALS/SUPPLIES/EQUIP	16.00	5.99	.00	23.57	1,000	2.4
51-00-6010 MATERIALS/SUPPLIES/OFFICE	606.21	172.25	.00	.00	500	.0
51-00-6012 GAS/OIL-EQUIPMENT	710.74	.00	.00	.00	1,000	.0
51-00-6022 SAFETY ITEMS	.00	150.62	.00	.00	800	.0
51-00-6025 TOOLS & SUPPLIES	21.97	.00	40.53	50.91	200	25.5
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	400	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	60.79	17.61	.00	32.77	1,000	3.3
51-00-6191 FLEET FUEL	866.43	682.33	.00	945.47	2,000	47.3
51-00-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
51-00-6201 CHEMICALS-CHLORINE	6,255.28	5,046.20	.00	4,153.40	18,000	23.1

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6207 CHEMICALS/LAB	307.72	331.56	.00	149.73	2,000	7.5
51-00-6210 CHEMICALS-MISC.	2,790.72	5,684.16	.00	4,391.58	8,000	54.9
51-00-6215 CHEMICALS - CITRIC ACID	.00	.00	.00	1,511.75	2,000	75.6
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	873.80	1,357.95	.00	1,567.95	4,000	39.2
51-00-6500 MISCELLANEOUS EXPENSES	.00	431.00	.00	.00	0	.0
51-00-7010 OFFICE EQUIP/COMPUTERS	2,475.00	.00	.00	218.49	2,000	10.9
51-00-7011 COMPUTER SOFTWARE	54.03	.00	.00	147.00	0	.0
TOTAL OPERATIONAL EXPENDITURES	258,708.15	316,401.98	43,789.09	315,243.28	824,080	38.3

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	15,084.00	3,107.40	.00	.00	0	.0
51-15-4103 HOURLY	15,417.38	16,663.92	2,901.08	14,532.85	74,670	19.5
51-15-4104 OVERTIME	1,666.12	1,363.50	188.03	1,353.69	4,000	33.8
51-15-4201 FICA	1,932.79	1,258.64	189.86	962.68	4,630	20.8
51-15-4202 MEDICARE	452.06	294.43	44.40	225.16	1,083	20.8
51-15-4203 HEALTH INS.	3,746.51	3,264.12	102.00	1,556.70	9,080	17.1
51-15-4204 LIFE INS.	42.09	31.56	3.51	22.28	90	24.8
51-15-4205 DEFERRED COMP	2,526.36	1,241.94	87.04	675.20	3,200	21.1
51-15-4206 UNEMPLOYMENT	63.46	42.28	6.17	31.78	170	18.7
51-15-4207 DISABILITY INSURANCE	334.90	211.95	19.94	90.29	500	18.1
51-15-4209 DENTAL INSURANCE	140.50	110.31	3.40	47.60	273	17.4
51-15-5205 REPAIR/MAINT-DISTRIBUTION	75.64	.00	5.19	573.09	5,000	11.5
51-15-5206 REPAIR/MAINT HYDRANTS	.00	300.59	86.32	86.32	1,000	8.6
51-15-5212 TRAINING	.00	.00	.00	170.00	0	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	420.00	420.00	.00	604.22	3,000	20.1
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	1,157.30	783.20	.00	4,137.71	5,000	82.8
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	473.07	473.07	3,000	15.8
51-15-6022 SAFETY ITEMS	64.99	.00	.00	.00	500	.0
51-15-6025 TOOLS	.00	49.78	.00	34.99	500	7.0
51-15-6150 FLEET REPAIR & MAINTENANCE	.00	.00	.00	.00	30,000	.0
51-15-7006 METERS/ANTENNA READ BOX	27,538.80	.00	928.54	5,253.77	50,000	10.5
TOTAL DISTRIBUTION EXPENDITURES	70,662.90	29,143.62	5,038.55	30,831.40	195,696	15.8

DEPARTMENT 72

51-72-7310 WTP UPGRADES	127,193.18	.00	3,750.00	3,750.00	50,000	7.5
51-72-7320 WATER DISTRIBUTION PROJECTS	634,295.31	1,533,424.13	20.97	122,639.16	3,650,000	3.4
TOTAL DEPARTMENT 72	761,488.49	1,533,424.13	3,770.97	126,389.16	3,700,000	3.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXP. PROJECTS</u>						
51-73-7313	.00	.00	935.00	1,142.40	0	.0
51-73-7315	.00	.00	.00	.00	15,000	.0
51-73-7320	.00	.00	7,045.00	11,705.00	0	.0
51-73-7325	.00	238,765.30	.00	.00	0	.0
TOTAL CAPITAL EXP. PROJECTS	.00	238,765.30	7,980.00	12,847.40	15,000	85.7
<u>DEBT SERVICE</u>						
51-79-8140	49,576.09	52,112.25	.00	54,778.01	54,778	100.0
51-79-8141	26,997.16	24,461.00	.00	21,795.24	21,795	100.0
TOTAL DEBT SERVICE	76,573.25	76,573.25	.00	76,573.25	76,573	100.0
TOTAL FUND EXPENDITURES	1,167,432.79	2,194,308.28	60,578.61	561,884.49	4,811,349	11.7
NET REVENUE OVER EXPENDITURES	478,347.46-	1,181,201.16-	13,537.89	161,644.48	1,475,906-	11.0

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WASTEWATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>						
52-00-3130 SALES TAXES	179,777.06	183,734.24	41,005.43	183,675.20	608,400	30.2
TOTAL CARRY OVER	179,777.06	183,734.24	41,005.43	183,675.20	608,400	30.2
<u>CHARGES FOR SERVICES</u>						
52-00-3411 USER FEES	381,697.75	388,450.99	.00	400,068.48	1,266,025	31.6
52-00-3415 LATE CHARGES	1,969.41	6,611.09	(6.70)	8,280.21	16,000	51.8
52-00-3421 SERVICE	.00	350.21-	21.50	11.19	0	.0
52-00-3422 TAP FEES	.00	.00	.00	.00	20,000	.0
TOTAL CHARGES FOR SERVICES	383,667.16	394,711.87	14.80	408,359.88	1,302,025	31.4
<u>MISCELLANEOUS</u>						
52-00-3601 INTEREST EARNED	25,973.09	7,600.39	(570.46)	(3,386.75)	10,000	(33.9)
52-00-3699 OTHER INCOME	2,100.00	1,700.00	1,200.00	4,500.00	4,800	93.8
TOTAL MISCELLANEOUS	28,073.09	9,300.39	629.54	1,113.25	14,800	7.5
TOTAL FUND REVENUE	591,517.31	587,746.50	41,649.77	593,148.33	1,925,225	30.8

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WASTEWATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	19,820.00	46,599.50	9,770.28	35,824.36	89,588	40.0
52-00-4103 HOURLY	35,951.33	46,439.76	6,121.90	32,168.90	144,565	22.3
52-00-4104 OVERTIME	1,653.81	822.75	797.83	3,266.03	6,000	54.4
52-00-4105 HOLIDAY	274.80	327.60	139.35	557.40	825	67.6
52-00-4201 FICA	3,342.14	5,479.60	999.47	4,201.87	14,517	28.9
52-00-4202 MEDICARE	781.48	1,285.03	233.74	982.69	3,395	29.0
52-00-4203 HEALTH INSURANCE	14,956.59	21,990.32	2,714.52	15,470.97	59,588	26.0
52-00-4204 LIFE INS.	72.61	99.61	9.45	54.25	229	23.7
52-00-4205 DEFERRED COMP	4,868.71	7,571.57	1,099.50	4,656.39	18,548	25.1
52-00-4206 UNEMPLOYMENT	115.23	188.77	33.63	143.54	484	29.7
52-00-4207 DISABILITY INSURANCE	589.25	877.76	93.67	489.49	2,011	24.3
52-00-4209 DENTAL INSURANCE	670.20	741.72	58.24	347.20	1,834	18.9
52-00-5000 PLANT OPERATIONS CONTRACTUAL	5,265.86	9,252.00	15,701.00	30,078.75	52,200	57.6
52-00-5101 LEGAL	.00	.00	.00	.00	1,000	.0
52-00-5102 AUDIT	2,125.00	3,981.56	.00	.00	4,000	.0
52-00-5103 DESIGN/ENGINEERING	204.00	.00	.00	.00	2,000	.0
52-00-5104 FINANCIAL SERVICES	6,304.05	5,283.00	1,932.00	8,530.69	18,000	47.4
52-00-5106 IT CONSULTING	.00	678.68	1,396.35	3,498.66	4,000	87.5
52-00-5108 OTHER PROFESSIONAL FEES	12,498.47	8,508.61	1,535.72	11,359.61	20,000	56.8
52-00-5109 PROCESS CONTROL EQUIPMENT	.00	735.63	.00	.00	2,000	.0
52-00-5201 LAB TESTS	3,078.02	3,988.84	530.10	2,511.91	10,000	25.1
52-00-5202 DISPOSAL-TRASH	2,265.00	2,781.12	453.00	2,518.62	6,200	40.6
52-00-5204 REPAIR/MAINT.-PLANT	322.00	410.68	19,590.58	45,271.95	6,000	754.5
52-00-5206 CH. CREEK SAN DIST MAINT FEE	2,171.00	1,288.00	.00	.00	0	.0
52-00-5207 REPAIR/MAINT-SERVICES	3,340.22	5,293.50	.00	5,880.50	10,000	58.8
52-00-5208 REPAIR MAINT - INSTRUMENTS	3,502.18	6,955.91	.00	1,679.21	10,000	16.8
52-00-5209 INSTRUMENT CALIBRATION	21,849.25	25,004.80	.00	25,450.00	33,000	77.1
52-00-5212 TRAINING	2,345.00	379.99	.00	85.00	2,000	4.3
52-00-5213 MEDICAL	.00	.00	.00	600.00	0	.0
52-00-5215 EMPLOYEE INCENTIVE	110.00	.00	.00	.00	300	.0
52-00-5250 SLUDGE REMOVAL	16,290.50	9,684.50	.00	22,464.50	40,000	56.2
52-00-5300 CIRSA W/C INSURANCE	2,120.99	3,135.82	282.88	2,967.82	5,828	50.9
52-00-5301 CIRSA P/C INSURANCE	11,397.66	23,187.48	.00	61,251.87	119,447	51.3
52-00-5302 DISCHARGE PERMITS/LICENSES	5,370.80	.00	.00	.00	6,500	.0
52-00-5303 TELEPHONE	576.19	1,249.63	213.69	1,022.02	2,300	44.4
52-00-5305 TRAVEL & MEALS	.00	71.89	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	8,100.00	1,620.00	.00	3,240.00	5,000	64.8
52-00-5310 POSTAGE & SHIPPING	1,069.43	1,091.82	239.85	528.60	2,500	21.1
52-00-5314 INSURANCE CLAIMS	.00	8,083.97	.00	.00	2,000	.0
52-00-5325 PRINTING	785.68	34.73	295.36	347.21	500	69.4
52-00-5335 CELL/INTERNET SERVICE	13,006.85	13,165.65	2,499.25	7,696.22	30,000	25.7
52-00-5390 UCCWA	2,062.00	.00	.00	.00	2,062	.0
52-00-6001 UTILITIES	97,700.34	51,051.88	6,796.27	61,661.68	180,000	34.3
52-00-6004 MATERIALS/SUPPLIES/PLANT	2,667.38	392.34	28.56	952.16	3,000	31.7
52-00-6007 MATERIALS/SUPPLIES/EQUIP	.00	.00	39.94	39.94	2,000	2.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	156.19	464.35	.00	26.91	1,000	2.7
52-00-6012 GAS/OIL-EQUIPMENT	1,595.40	14.59	.00	31.63	2,100	1.5
52-00-6022 SAFETY ITEMS	.00	246.29	.00	34.98	500	7.0
52-00-6025 TOOLS	100.12	115.94	.00	2,224.30	500	444.9
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	500	.0
52-00-6150 FLEET MAINT	344.49	91.71	160.00	160.00	1,000	16.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WASTEWATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6191 FLEET FUEL	866.44	682.34	.00	815.73	2,000	40.8
52-00-6192 FLEET TIRES	.00	.00	.00	.00	1,500	.0
52-00-6193 FLEET SUPPLIES	5.99	.00	.00	.00	250	.0
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	350	.0
52-00-6206 CHEMICALS-POLYMER	.00	4,670.05	.00	12,431.03	15,000	82.9
52-00-6207 CHEMICALS/LAB	1,685.31	972.00	.00	1,409.16	5,000	28.2
52-00-6210 CHEMICALS-MISC.	6,295.19	.00	.00	.00	15,000	.0
52-00-6500 MISCELLANEOUS EXPENSES	.00	475.00	.00	.00	5,000	.0
52-00-7010 OFFICE EQUIP/COMPUTER	2,475.00	.00	.00	38.49	1,000	3.9
52-00-7011 COMPUTER SOFTWARE	47.98	.00	.00	147.00	100	147.0
TOTAL OPERATIONAL EXPENDITURES	323,196.13	327,468.29	73,766.13	415,119.24	974,771	42.6

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	15,084.00	3,107.40	.00	.00	0	.0
52-16-4103 HOURLY	15,417.34	16,663.18	2,901.06	14,532.75	74,670	19.5
52-16-4104 OVERTIME	1,666.10	1,363.47	188.02	1,353.65	4,000	33.8
52-16-4201 FICA	1,932.60	1,258.66	189.83	962.58	4,630	20.8
52-16-4202 MEDICARE	452.03	294.28	44.41	225.09	1,083	20.8
52-16-4203 HEALTH INSURANCE	3,746.49	3,262.83	102.00	1,556.70	8,453	18.4
52-16-4204 LIFE INS.	41.91	31.44	3.49	22.17	90	24.6
52-16-4205 DEFERRED COMP	2,526.29	1,241.87	87.01	675.06	3,077	21.9
52-16-4206 UNEMPLOYMENT	63.28	42.22	6.20	31.76	170	18.7
52-16-4207 DISABILITY INSURANCE	334.79	211.81	19.95	90.31	488	18.5
52-16-4209 DENTAL INSURANCE	140.50	110.28	3.40	47.60	273	17.4
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	2,249.64	75,000	3.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	2,317.92	1,745.58	15.96	28.67	3,000	1.0
52-16-6022 SAFETY ITEMS	.00	.00	.00	.00	750	.0
52-16-6025 TOOLS	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	43,723.25	29,333.02	3,561.33	21,775.98	176,684	12.3

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	.00	.00	14,000.00	59,962.00	50,000	119.9
52-72-7320 WW COLLECTION PROJECTS	.00	962,285.77	.00	.00	0	.0
TOTAL DEPARTMENT 72	.00	962,285.77	14,000.00	59,962.00	50,000	119.9

CAPITAL EXP. PROJECTS

52-73-7315 CAPITAL OUTLAY EQUIPMENT	.00	13,794.04	.00	.00	15,000	.0
TOTAL CAPITAL EXP. PROJECTS	.00	13,794.04	.00	.00	15,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WASTEWATER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>						
52-79-8101 2020 CWRPDA--PRINCIPAL	47,604.29	47,842.61	48,082.12	48,082.12	96,284	49.9
52-79-8102 2020 CWRPDA--INTEREST	7,007.58	6,769.26	6,529.75	6,529.75	12,939	50.5
52-79-8109 2019 CWRPDA--PRINCIPAL	47,962.21	48,202.32	48,443.64	48,443.64	97,008	49.9
52-79-8110 2019 CWRPDA--INTEREST	6,649.66	6,409.55	6,168.23	6,168.23	12,215	50.5
TOTAL DEBT SERVICE	109,223.74	109,223.74	109,223.74	109,223.74	218,446	50.0
TOTAL FUND EXPENDITURES	476,143.12	1,442,104.86	200,551.20	606,080.96	1,434,901	42.2
NET REVENUE OVER EXPENDITURES	115,374.19	854,358.36-	(158,901.43) (12,932.63)	490,324	(2.6)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MAY 31, 2026

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	1,024,273.93	
59-00-1150	A/R--BILLED ACCOUNTS	159.41	
59-00-1165	OTHER RECEIVABLES	30,859.37	
59-00-1178	CASH CLEARING - ACCTS REC.	172.94	
59-00-1350	CONSTRUCTION IN PROGRESS	1,162,627.44	
59-00-1610	LAND	914,000.00	
59-00-1630	IMPROVEMENTS OTHER THAN BLDGS	131,081.13	
59-00-1631	ACCUMULATED DEPRECIATION	(5,561.00)	
	TOTAL ASSETS		<u>3,257,613.22</u>

LIABILITIES AND EQUITY

LIABILITIES

59-00-2010	ACCR'D COMP ABS--LT	4,316.13	
59-00-2011	ACCR'D COMP ABS--CURRENT	479.57	
59-00-2015	ACCRUED PAYROLL PAYABLE	926.09	
59-00-2020	ACCOUNTS PAYABLE	280,401.93	
59-00-2140	ACCRUED INTEREST	17,137.50	
59-00-2560	LEASE PURCH PAY--1856 COLO-LT	218,750.00	
59-00-2561	LEASE PURCH PAY-1856 COLO-CURR	218,750.00	
59-00-2565	LEASE PURCH PAY-HARMON PROP-LT	9,750.00	
59-00-2566	LEASE PURCH PAY--HARMON--CURR	9,750.00	
	TOTAL LIABILITIES		760,261.22

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
59-00-2900	RETAINED EARNINGS	2,917,566.00	
	REVENUE OVER EXPENDITURES - YTD	(420,214.00)	
	BALANCE - CURRENT DATE		<u>2,497,352.00</u>
	TOTAL FUND EQUITY		<u>2,497,352.00</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,257,613.22</u>

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

PARKING ENTERPRISE FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
59-00-3491	PARKING FEES	187,230.22	165,947.68	30,228.13	179,709.44	970,000 18.5
	TOTAL CHARGES FOR SERVICES	187,230.22	165,947.68	30,228.13	179,709.44	970,000 18.5
<u>MISCELLANEOUS</u>						
59-00-3601	INTEREST EARNED	9,876.07	12,959.96	2,252.17	10,367.34	35,000 29.6
	TOTAL MISCELLANEOUS	9,876.07	12,959.96	2,252.17	10,367.34	35,000 29.6
<u>SOURCE 37</u>						
59-00-3791	FEDERAL HIGHWAY ADMIN GRANT	.00	36,963.50	71,287.25	178,417.88	1,710,000 10.4
	TOTAL SOURCE 37	.00	36,963.50	71,287.25	178,417.88	1,710,000 10.4
<u>SOURCE 38</u>						
59-00-3891	P.I.L.O. CONSTRUCTION	666.68	833.35	166.67	833.35	2,000 41.7
	TOTAL SOURCE 38	666.68	833.35	166.67	833.35	2,000 41.7
	TOTAL FUND REVENUE	197,772.97	216,704.49	103,934.22	369,328.01	2,717,000 13.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

PARKING ENTERPRISE FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	21,018.07	6,652.32	24,391.84	46,379	52.6
59-70-4103 ADMINISTRATIVE HOURLY	.00	6,490.44	2,110.08	7,736.96	107,469	7.2
59-70-4104 OVERTIME	.00	56.83	.00	10.32	227	4.6
59-70-4201 FICA	.00	1,667.38	526.91	1,910.83	4,268	44.8
59-70-4202 MEDICARE	.00	391.09	123.17	446.52	2,231	20.0
59-70-4203 HEALTH INS.	.00	4,647.54	1,003.75	5,024.06	11,332	44.3
59-70-4204 LIFE INS.	.00	22.82	4.34	21.70	53	40.9
59-70-4205 RETIREMENT	.00	1,270.32	461.61	1,687.06	2,127	79.3
59-70-4206 UNEMPLOYMENT INS.	.00	56.48	17.52	64.26	144	44.6
59-70-4207 DISABILITY INSURANCE	.00	237.29	48.96	243.68	575	42.4
59-70-4209 DENTAL INSURANCE	.00	162.67	30.58	152.90	396	38.6
59-70-5102 AUDIT	.00	.00	.00	.00	204	.0
59-70-5104 FINANCIAL SERVICES	.00	.00	.00	.00	1,260	.0
59-70-5108 DESIGN/ENGINEERING	12,600.00	269,236.62	189,937.99	485,364.04	1,710,000	28.4
59-70-7901 CAPITAL PROJECTS	228,500.00	3,714.01	2,995.76	2,995.76	1,000,000	.3
59-70-7906 CAPITAL PROJ - PARKING IMPROVE	.00	.00	.00	.00	50,000	.0
TOTAL CAPITAL EXPENSES	241,100.00	308,971.56	203,912.99	530,049.93	2,936,665	18.1
<u>DEBT SERVICE</u>						
59-79-8140 LEASE PURCH 1856 COLO-PRINCIPA	.00	218,750.00	.00	227,379.08	218,750	103.9
59-79-8141 LEASE PURCH 1856 COLO--INT	.00	32,812.50	.00	21,875.00	21,875	100.0
59-79-8145 LEASE PURCH HARMON-PRINCIPAL	.00	9,750.00	.00	9,750.00	9,750	100.0
59-79-8146 LEASE PURCH HARMON-INTEREST	.00	1,462.50	.00	488.00	488	100.0
TOTAL DEBT SERVICE	.00	262,775.00	.00	259,492.08	250,863	103.4
TOTAL FUND EXPENDITURES	241,100.00	571,746.56	203,912.99	789,542.01	3,187,528	24.8
NET REVENUE OVER EXPENDITURES	43,327.03-	355,042.07-	(99,978.77)	(420,214.00)	470,528-	(89.3)

**CITY OF IDAHO SPRINGS
Clear Creek County, Colorado**

Ordinance No. 10, Series 2026

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2833 AND 2821 COLORADO BOULEVARD WITH CONDITIONS

WHEREAS, the City Council and Planning Commission have authority pursuant to the laws of the State of Colorado and the Idaho Springs Zoning Ordinance to grant Conditional Uses within zone districts for property within the City; and

WHEREAS, Ken Nelson (the “Applicant”) has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately twenty (20) parking spaces to be located at property known as 2833 and 2821 Colorado Boulevard, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the “Application”) on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application is scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof shall be given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code (“ISMC”); and

WHEREAS, at each public hearing, before the Planning Commission and before the City Council respectively, the public shall be afforded an opportunity to be heard; and

WHEREAS, after reviewing all of the relevant evidence and testimony, the City Council wishes to enter its findings on the Application and render decision thereon, all as further set forth herein.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, Colorado, as follows:

Section 1. The above and foregoing Recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby determines that the proposed Conditional Use conforms to the relevant requirements of the ISMC, is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions.

Therefore, the Property is permitted a Conditional Use for a private parking facility with the following conditions and limitations:

1. No overnight parking is permitted on the Property between the hours of 2:00 A.M. and 6:00 A.M.
2. No storage uses are permitted on the Property.

Nothing herein constitutes approval of any use of any type *not* specified by this Ordinance. Any such additional use would require its own distinct Conditional Use approval, if so required by the Code.

Section 3. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

Section 4. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

EXHIBIT A

Legal description of property

IDAHO SPRINGS EAST END ANNEX TR & IMPS 471/561 472/384, P.M. 6th Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

And

IDAHO SPRINGS EAST END ANNEX TR & IMPS #185448 556/90, P.M. 6th Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

**IDAHO SPRINGS
CITY COUNCIL STAFF REPORT**

Meeting Date: Monday, June 22, 2026 – City Council First Reading	Page 1 of 1	Item: CUP26-002 - Conditional Use Permit for a Parking Lot Use at 2833 and 2821 Colorado Boulevard
Presented by: Dylan Graves Community Development Planner		

This is the first reading of an ordinance to consider whether a private commercial parking use be permitted at 2833 and 2821 Colorado Boulevard.

The public hearing for this application is scheduled for the second reading of the ordinance on July 13, 2026. The merits of the proposal will be discussed at second reading.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2026

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT A PRIVATE PARKING FACILITY AT PROPERTY KNOWN AS 2815 MINER STREET WITH CONDITIONS

WHEREAS, the City Council and Planning Commission have authority pursuant to the laws of the State of Colorado and the Idaho Springs Zoning Ordinance to grant Conditional Uses within zone districts for property within the City; and

WHEREAS, Ken Nelson (the “Applicant”) has applied to the City for a Conditional Use to permit the operation of a private parking facility which will contain approximately fifteen (15) parking spaces to be located at property known as 2815 Miner Street, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Planning Commission conducted a hearing upon and reviewed all facts and circumstances relevant to the application (the “Application”) on June 4, 2026, after which it forwarded its recommendation of approval, with certain conditions, to the City Council; and

WHEREAS, the Application is scheduled for public hearing before the City Council on July 13, 2026, and due notice thereof shall be given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Idaho Spring Municipal Code (“ISMC”); and

WHEREAS, at each public hearing, before the Planning Commission and before the City Council respectively, the public shall be afforded an opportunity to be heard; and

WHEREAS, after reviewing all of the relevant evidence and testimony, the City Council wishes to enter its findings on the Application and render decision thereon, all as further set forth herein.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, Colorado, as follows:

Section 1. The above and foregoing Recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby determines that the proposed Conditional Use conforms to the relevant requirements of the ISMC, is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions.

Therefore, the Property is permitted a Conditional Use for a private parking facility with the following conditions and limitations:

1. No overnight parking is permitted on the Property between the hours of 2:00 A.M. and 6:00

A.M.

2. No storage uses are permitted on the Property.

Nothing herein constitutes approval of any use of any type *not* specified by this Ordinance. Any such additional use would require its own distinct Conditional Use approval, if so required by the Code.

Section 3. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

Section 4. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED, on June 22, 2026, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on July 13, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

EXHIBIT A

Legal description of property

IDAHO SPRINGS EAST END ANNEX TR & IMPS P.M. 6th Township 3S Range 72 W, City of Idaho Springs, Colorado, According to the Recorded Plat Thereof, County of Clear Creek, State of Colorado

**IDAHO SPRINGS
CITY COUNCIL STAFF REPORT**

Meeting Date: Monday, June 22, 2026	Page 1 of 1	Item: CUP26-003 - Conditional Use Permit for a Parking Lot Use at 2815 Miner Street
Presented by: Dylan Graves Community Development Planner		

This is the first reading of an ordinance to consider whether a private commercial parking use be permitted at 2833 and 2821 Colorado Boulevard.

The public hearing for this application is scheduled for the second reading of the ordinance on July 13, 2026. The merits of the proposal will be discussed at second reading.

**CITY OF IDAHO SPRINGS
WATER ACTIVITY ENTERPRISE
Clear Creek County, Colorado**

Ordinance No. 12, Series 2026

AN ORDINANCE AMENDING THE BASE RATE FOR WATER AND SEWER SERVICE TO OUT-OF-CITY COMMERCIAL CUSTOMERS TO CORRECT AN ERROR IN THOSE 2026 RATES AND MAKING CONFORMING AMENDMENTS TO THE IDAHO SPRINGS MUNICIPAL CODE

WHEREAS, pursuant to Chapter 12 of the Idaho Springs Municipal Code (“Code”), the City maintains its water and wastewater facilities as an enterprise known as the Idaho Springs Water Activity Enterprise (the “Enterprise”); and

WHEREAS, the City Council, acting as the governing body of the Enterprise, periodically reviews the rates and charges imposed for water and sewer services and evaluates the adequacy of the same to provide safe and reliable service to existing and projected future users; and

WHEREAS, voters approved on November 8, 2022 City Ballot Question 2B to enact a one percent (1%) sales tax increase to be fully dedicated to water and wastewater improvements and to reduce the impact of rate increases on users; and

WHEREAS, as a result of this new sales tax and in accordance with the recommendations of the Water and Wastewater Financial Plan, Cost of Service and Rates presentation previously provided to City Council by JVA Consulting Engineers and Raftelis Financial Consultants, the City Council adopted 2026 water and sewer rates by Ordinance No. 1, Series 2026, with the goal of adopting a three percent (3%) increase in water rates and a two percent (2%) increase in sewer rates in 2026; and

WHEREAS, it has subsequently been discovered that Ordinance No. 1, Series 2026, contained two unintentional errors, both concerning the base rate to be charged to out-of-city commercial customers for water and sewer service, respectively; and

WHEREAS, the erroneous base rates represent rate adjustments for out-of-city commercial customers that are lower than needed to reach the desired percentage adjustment for all customers and must therefore be corrected to fairly distribute the costs of operating the water and wastewater utilities amongst all customers, as originally intended; and

WHEREAS, the City Council therefore wishes to adjust the base rate for services rendered to out-of-city customers to correct the errors in such rates contained in Ordinance No. 1, Series 2026, as further set forth herein.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, acting also as the governing body of the Enterprise, as follows:

Section 1. The above and foregoing recitals are expressly adopted as findings of the City Council.

Section 2. Subsection (C) of Section 12-122 of the Code is hereby amended as follows:

(C) The bimonthly service charge is based upon the size and type of the meter and applies to all services connected to the City system at any time during the billing period. The bimonthly service charge for all services (not including fire services) is an amount set forth below, multiplied by the multiplier established for such premises pursuant to Section 12-61 of this Chapter. The bimonthly service charge shall be imposed upon each active tap regardless of whether any water is taken from the City system during the billing period.

<i>Bi-Monthly Base Rate</i>	<i>Inside City & Chicago Creek</i>	<i>Outside City</i>
Residential	\$87.90	\$175.81
Commercial	\$135.23	\$270.43 <u>\$273.08</u>

Section 3. Subsection (C) of Section 12-182 of the Code is hereby amended as follows:

(C) The bi-monthly service charge for all services (not including fire services) is an amount set forth below, multiplied by the multiplier established for such premises pursuant to Section 12-61 of this Chapter. The bi-monthly service charge shall be imposed upon each active tap regardless of whether any wastewater is discharged from the premises to the City system during the billing period.

Customer Class	Bi-Monthly Base Rate		
	Inside City	Outside City	Chicago Creek Sanitation District
Residential	\$68.29	\$136.55	\$68.29
Commercial Low Strength	\$136.55	\$270.43 <u>\$273.08</u>	\$136.55
Commercial High Strength	\$136.55	None accepted	\$136.55

Section 4. The rates enacted by this Ordinance shall be invoiced for the service period commencing on August 1st, 2026 after the effective date of this Ordinance and subsequently invoiced by the City in October of 2026.

Section 5. Should any one or more sections or provisions of this Ordinance, or Code provisions enacted hereby, be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions thereof, the intention being that the various sections and provisions are severable.

Section 6. Any and all Ordinances or Code provisions or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of June, 2026.

Charles Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of July, 2026.

Charles Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 13, Series 2026

AN ORDINANCE AMENDING SUBSECTION 17-54(C) TO REMOVE CHARCOAL GRILL FIRES FROM THE LIST OF FIRE BAN EXEMPTIONS

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401(1)(q), the City Council (“Council”) possesses the authority to do all things expedient and necessary to control fires within the City, including the authority to ban and restrict the permissible location of fires; and

WHEREAS, pursuant to this authority, the Council previously enacted Section 17-54 of the Idaho Springs Municipal Code (“Code”) to authorize the Chief of Police of the Idaho Springs Police Department to declare fire bans when necessary to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, Code Section 17-54 also provides a list of fires that are exempt from any fire ban that the Chief of Police might declare, including “[c]harcoal-fueled fires contained within grills”; and

WHEREAS, currently, the State of Colorado is experiencing the on-going impacts of an historically dry winter and spring, and many local jurisdictions have adopted fire bans in an effort to curb the risk of wildfires; and

WHEREAS, Clear Creek County is currently imposing a Stage 1 Fire Ban that prohibits *inter alia* the use of “charcoal grills,” while the City expressly allows the use of such grills under the City’s current open fire ban due to the permanent exemption granted to such grills under Code Section 17-54(C); and

WHEREAS, the Council finds that, while the City is not *required* to adopt and enforce precisely the same fire ban provisions as the County or other area jurisdictions, it may often be appropriate to do so and allowing the Chief of Police the discretion to choose whether circumstances at any given time warrant the prohibition of charcoal grill fires would be reasonable and prudent; and

WHEREAS, the Council therefore wishes to amend Code Subsection 17-54(C) to remove charcoal-fueled grill fires from the list of permanent fire ban exemptions.

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

Section 1. Subsection 17-54(C) of the Idaho Springs Municipal Code, concerning fire ban exemptions, is hereby amended as follows:

Sec. 17-54. Fire Bans.

(c) The following fires shall be exempt from any ban imposed under this Section:

- (1) Fires contained within liquid-fueled or gas-fueled stoves or chimneys;
- (2) Fires in fireplaces or stoves within all buildings;
- (3) ~~Charecoal-fueled fires contained within grills;~~
- (~~4~~) City-approved public fireworks displays;
- (~~4~~ 5) Fires used to inflate and propel hot air balloons; and
- (5 ~~6~~) Fires authorized by a Fire Protection District, United States Forest Service or Clear Creek County pursuant to a properly issued burn permit or equivalent U.S. Forest Service administrative approval.

Section 2. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

Section 3. Should any one or more sections or provisions of this Ordinance or of Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provisions, the intention being that the various sections and provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of June, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of July, 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

ORDINANCE No. 14, Series 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS GRANTING THE RENEWAL OF A NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE USE OF CITY RIGHTS-OF-WAYS WITH COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

WHEREAS, the City of Idaho Springs, Colorado (the “City”) is a Colorado Statutory Municipality, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to its police powers and C.R.S. § 31-15-401, the City, acting by and through its City Council (the “City Council”), is authorized to adopt ordinances for the protection of the public health, safety, or welfare; and

WHEREAS, the City may grant nonexclusive franchises to cable television providers; and

WHEREAS, the City is authorized generally pursuant to C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction; and

WHEREAS, the City previously approved the renewal grant of a non-exclusive Franchise Agreement to Grantee’s successor in interest, Comcast of Colorado IX, LLC for its construction and operation of a cable television system within the City; and

WHEREAS, as the successor in interest to Comcast of Colorado IX, LLC, the Comcast entity that currently holds the Franchise in the City is Comcast of California/Colorado/Florida/Oregon, Inc (“Grantee” or “Comcast”).; and

WHEREAS, the term of the prior Franchise Agreement has expired; and

WHEREAS, the City and Comcast have previously agreed to continue operating under the existing franchise on a month-to-month basis until a new franchise is adopted or until the current agreement is otherwise terminated pursuant to applicable law; and

WHEREAS, Comcast has preserved its right of renewal by timely filing a request with the City to activate the formal process for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, Comcast is agreeable to continuing providing such services in the City, and has made application to the City for a cable franchise renewal;

WHEREAS, the City has reviewed Comcast’s performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs

and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Comcast, and has determined that Comcast's plans for operating and maintaining its cable system are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, as required by the federal Cable Act, the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable service, and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational and Governmental Access programming) and quality customer service; and

WHEREAS, diversity in cable service programming is an important policy goal and the Comcast cable system should offer a wide range of programming services; and

WHEREAS, the City Council desires to grant to Comcast, and Comcast desires to accept, the terms and conditions herein set forth for the use of City-owned rights-of-way, of City-owned utility easements, and of rights-of-way and access easements dedicated and accepted for public use by the City in installing and operating a cable system in the City in accordance with applicable law and the provisions of the Cable Franchise Agreement by and between the City of Idaho Springs, Colorado and Comcast of California/Colorado/Florida/Oregon, Inc., submitted to the City Council; and

WHEREAS, after due evaluation, the City Council has determined that it is in the best interest of the City and its residents to grant a cable franchise renewal to Comcast for a term of ten (10) years as provided in the Cable Franchise Agreement between the City and Comcast.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS, COLORADO, THAT:

Section 1. Approval. The City Council hereby approves the Cable Franchise Agreement by and between the City of Idaho Springs, Colorado and Comcast of California/Colorado/Florida/Oregon, Inc. as submitted to the City Council, in the form attached as **Exhibit 1.**

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The City Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the Idaho Springs, City Council held on the 22nd day of June 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the Idaho Springs, City Council held on this 13th day of July 2026.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Jennie Kim, City Clerk

**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC. AND
THE CITY OF IDAHO SPRINGS, COLORADO**

CABLE FRANCHISE AGREEMENT

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**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC. AND
CITY OF IDAHO SPRINGS, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.2 “Administrator” means the City Administrator of the City or their designee.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.8 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.10 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201, *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 “City” is the City of Idaho Springs, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.15 “City Council” means the City Council or its successor, the governing body of the City of Idaho Springs, Colorado.

1.16 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.17 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the City described in subsection 3.1 (A).

1.26 “Grantee” means Comcast of California/Colorado/Florida/Oregon Inc. or its lawful successor, transferee or assignee.

1.27 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes or fees on services furnished by Grantee imposed by any municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro*

rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.28 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.30 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.31 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.32 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, and easements. Parks, trails, open space and ditch property are not right-of-way; provided however that any public utility easements within such properties may be utilized by Grantee in accordance with their specific terms.

1.33 “State” means the State of Colorado.

1.34 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.35 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.36 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.37 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.38 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.39 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.40 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- (1) *Exhibit A, titled Report Form.*
- (2) *Exhibit B, titled Customer Service Standards*

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the

provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions, for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the City's ordinances and laws;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-

Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City-established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2026 (the "Effective Date"), and shall terminate on _____, 2036, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge

any ordinance(s) it believes are not a generally applicable exercise of City's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each

entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(2) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(3) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within 60 days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon 30 days prior written notice, the City, including the City's Auditor or their authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial

reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed \$7,500 for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the City's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the City through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least 90 days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City with advance written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to its course of action. Upon receipt of such notice, the City shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. § 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the City to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to City Hall. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout City Hall, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The City may make a separate election for each account or line of service identified in the notice (for example, the City may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the City.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within 120 days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations

and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late

fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.9 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City. Grantee shall not be obligated to indemnify the City to the extent of the City's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for the City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or their assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than \$1 million per occurrence and \$1 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the City, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide, within 30 days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in

the amount of \$15,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at \$15,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the City as set forth in Subsections 5.4 (A) and (B) above, if the City is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims referenced in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the City.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion acting by ordinance or

resolution. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit B. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within 60 days after written request from the City, Grantee shall place the City’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City’s Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written

request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days' written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within 60 days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

- (A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);
- (C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within 30 days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the City a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the City to Grantee; and,
- (4) Such other information as reasonably requested by the City.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), may, at the City's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) National and international news, weather and information;
- (D) Colorado sports;
- (E) National and international sports;
- (F) General entertainment (including movies);
- (G) Children/family-oriented;
- (H) Arts, culture and performing arts;

(I) Foreign language;

(J) Science/documentary;

(K) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new

franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four consecutive days without prior approval of the Administrator, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People With Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

9.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

9.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

9.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

9.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

9.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

9.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

9.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

9.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

9.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

9.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

9.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

9.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within 48 hours after any City bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

9.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

9.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

9.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners or owner's association of the Multiple Dwelling Units.

9.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

9.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

9.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

9.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

9.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

9.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request

that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

9.22 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

9.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the

costs associated with the removal or relocation be paid by the benefited party.

9.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

9.25 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

9.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at their own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

9.27 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

9.28 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

9.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 10. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

10.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of one hundred (100) Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

10.2 Technology Assessment

(A) The City may notify Grantee on or after five years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation /or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. § 546.

10.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than 30 days following receipt of a request.

10.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

10.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

10.6 Cable System Performance Testing

(A) Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the City with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one year, and individual Subscriber complaints from the City for a period of at least three years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

10.7 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 11. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.
- (2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;
- (3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 32 residences per mile of Cable System plant. If the residential density is less than 35 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 32. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may

require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 12. FRANCHISE VIOLATIONS

12.1 Procedure for Remediating Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the City's position.

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.**12.2 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within 30 days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

12.3 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

12.4 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment;
or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

12.5 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

12.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

12.7 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 13. FRANCHISE RENEWAL AND TRANSFER

13.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then-current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the City shall continue to comply with all obligations and duties under the Franchise.

13.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the City fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 14. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of California/Colorado/Florida/Oregon Inc.
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The City's address shall be:

City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
Attn: City Administrator

With a copy to:

City of Idaho Springs
1711 Miner Street
Idaho Springs, CO, 80452
Attn: City Attorney

15.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

15.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

15.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

15.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Jefferson County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Idaho Springs, Colorado this ___ day of _____, 2026.

ATTEST:

CITY OF IDAHO SPRINGS,
COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

City Attorney

City Administrator

Accepted and approved this _____ day of _____, 2026.

COMCAST OF CALIFORNIA/COLORADO/
FLORIDA/OREGON INC.

Name/Title: _____

EXHIBIT A: REPORT FORM

Comcast
 Quarterly Executive Summary - Escalated Complaints
 Section 7.6 (B) of our Franchise Agreement
 Quarter Ending _____, Year
 IDAHO SPRINGS, COLORADO

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	0

Compliments

EXHIBIT B: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Idaho Springs (the “City” or “Franchise Authority”) area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the City’s assessment of the needs of citizens, the City has adopted, modified and created standards specially tailored to the City, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the “CCUA”).

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CITY OF IDAHO SPRINGS

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these

Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Idaho Springs.

II. DEFINITIONS

When used in these Customer Service Standards (the “Standards”), the following words, phrases, and terms shall have the meanings given below.

“Adoption” shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

“Affiliate” shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

“Applicable Law” means, with respect to these standards and any Cable Operator’s privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

“Cable Operator” shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

“Cable Service” shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). “Other programming service” is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

“City” means the City of Idaho Springs, Colorado.

“Colorado Communications and Utilities Alliance” or “CCUA” shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

“Customer” shall mean any person who receives any Cable Service from a Cable Operator.

“Customer Service Representative” (or “CSR”) shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

“Franchising Authority” shall mean the City.

“Necessary” shall mean required or indispensable.

“Non-cable-related purpose” shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

“Personally Identifiable Information” shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer’s Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. “Personally Identifiable Information” shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer’s premises.

“Service interruption” or “interruption” shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

“Service outage” or “outage” shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to

interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch

requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator’s actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. **Records of Service Interruptions and Outages.** A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangers must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.
2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.
4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):
 - a. Products and services offered by the Cable Operator, including its channel lineup;
 - b. The Cable Operator's complete range of service options and the prices for these services;
 - c. The Cable Operator's billing, collection and disconnection policies;
 - d. Privacy rights of customers;
 - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
 - f. Use and availability of parental control/lock out device;
 - g. Special services for customers with disabilities;
 - h. Days, times of operation, and locations of the service centers;
2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCA and the Franchising Authority, which shall include

at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to their options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises their right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable

Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express their preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view their Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority

notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: June 22, 2026
Subject: City Administrator Update

Requests for Action: None

Updates:

- **The City has been awarded a \$750,000 Great Outdoors Colorado (GOCO) grant to complete phase 2 of the Shelly Quinn Park Redevelopment. Attached is a news release.** This grant will complement the \$1,250,000 Land and Water Conservation Fund (LWCF) grant that was previously awarded by Colorado Parks and Wildlife.
- The Mayor, Guy and I met on May 27 with a financial consultant about the possibility of refinancing the City's sales tax bonds for streets.
- The Mayor and I met on May 27 with the Clear Creek Schools Superintendent and Carlson Elementary School Principal about their interest in the managed parking program.
- City staff and I assisted on May 28 with the annual delivery and planting of flowers.
- The Mayor attended on May 28 the Colorado Municipal League District 3 meeting in Arvada.
- The Mayor and I met on June 8 with Colorado Department of Local Affairs Regional Manager Todd Leopold regarding final plans for the City Council retreat.
- The Mayor, Guy and I attended on June 9 the monthly meeting of the Mayors and Commissioners.
- The Mayor, Guy, Dylan and I met on June 9 with the City's consultant regarding the Affordable Senior Housing Project.
- The Mayor and staff attended on June 9 the periodic progress meeting regarding the Mobility Hub Project.
- Attended on June 10 the City Council retreat.
- The Mayor and I attended on June 11 a Forestry Leadership Team meeting at the Idaho Springs District Office of the Arapahoe National Forest.
- Staff and I attended on June 11 a grant administration meeting with Great Outdoors Colorado (GOCO) for the Shelly Quinn Park Improvements project.
- Staff and I met on June 11 with COMBA to plan for the VCMP trails construction project that was funded by the grant award earlier this year from Colorado Parks and Wildlife.
- Staff and the City's engineers met on June 11 and 15 regarding the proposed Subdivision Improvements Agreement for the Soda Creek Highlands housing project.
- The Mayor and I attended on June 15 the monthly meeting of the Business and Community Promotions Board.
- Attended on June 16 the annual CIRSA General Membership meeting.

Upcoming Events:

- City offices will be closed on Thursday, July 2 in observance of the Independence Day holiday.

Idaho Springs Wins \$750,000 for Next Phase of Shelly Quinn Park

FOR IMMEDIATE RELEASE

June 16, 2026

Idaho Springs, Colo. – The City of Idaho Springs has been awarded a \$750,000 Great Outdoors Colorado (GOCO) grant to complete Phase II of the Shelly Quinn Park Redevelopment, transforming a five-acre, 1960s-era ballfield complex into a vibrant, multi-generational outdoor hub that supports nearby recreation, community health, and the local economy.

In partnership with the Clear Creek Metropolitan Recreation District, the City will build on recent improvements to Shelly Quinn Park to deliver close-to-home, free outdoor recreation opportunities for residents and visitors alike. As Idaho Springs navigates rapid change, with both an aging population and an influx of young families, the redeveloped park will be a welcoming place to play, connect, and stay active at every stage of life.

GOCO invests a portion of Colorado Lottery proceeds into parks, trails, rivers, and open spaces statewide. Shelly Quinn Park earned a grant through the Community Impact program, which supports community-driven projects that enhance quality of life and outdoor access.

Located along I-70, adjacent to the Clear Creek Greenway and key transit routes, Shelly Quinn Park is poised to further solidify Idaho Springs' role as a regional recreation gateway. The addition of new amenities is expected to draw families, trail users, and travelers into town, creating more reasons to linger, support local businesses, and explore nearby outdoor destinations.

Phase II will introduce a suite of new features designed to serve a wide range of ages and abilities, including:

- A 4,000+-square-foot inclusive playground with natural, sensory, and wheelchair-accessible elements
- Multi-sport courts, including one tennis court with four integrated pickleball courts and a standalone half basketball court
- A flexible green space for casual play, community gatherings, and events
- A two-stall ADA restroom and concession building
- Expanded parking and sidewalks to improve access and safety

These investments build on Phase I of the project, which included master planning, relocation of the park's stage, preparation for expanded parking, and development of a highly successful, youth-driven skatepark. Together, these improvements are creating a cohesive, modern recreation campus that connects residents and visitors to outdoor activity within minutes of home, work, and main street.

“The City of Idaho Springs is grateful to GOCO for providing funding that will help our community complete the vision for expanding and diversifying the recreational amenities at Shelly Quinn Park in partnership with the Clear Creek Metropolitan Recreation District,” said Mayor Chuck Harmon.

The Shelly Quinn Park Redevelopment emerged from robust, youth-led, and community-wide engagement beginning in 2021. Petitions, surveys, pop-up events, public meetings, and a master plan open house all showed strong support for redesigning the park and helped identify the amenities most valued by the community. The resulting plan reflects local priorities, especially for youth recreation, accessible play spaces, and safe, close-to-home options that promote health and well-being.

Community members who wish to support the continued build-out of Shelly Quinn Park and the Idaho Springs Skatepark can participate in ongoing efforts led by the Clear Creek Metropolitan Recreation District, including a commemorative engraved brick program and other donations. Learn more about the engraved brick program at: polarengraving.com/idahospringskatepark.

For more information about the Shelly Quinn Park project, please contact:

Cameron Marlin
Clear Creek Metropolitan Recreation District General Manager
cameron@ccmrd.com

City of Idaho Springs
Andrew Marsh
Idaho Springs City Administrator
(303) 567-4421 ext. 121
admin@idahospringsco.com

About the City of Idaho Springs

SMALL TOWN, BIG HEART

30 miles west of Denver, Idaho Springs is the gateway to the Rockies, where gold rush history and mountain adventure meet.

This isn't a resort town. It's the real thing—with grit, heart, and a whole lot to explore. From whitewater and bike trails to cold beer and hot springs, there's plenty to do, no matter how long you stay.

Idaho Springs is where stories live—past and present, yours included. Close enough for a quick escape, yet a world apart, it's your front door to the Rockies.

About Clear Creek Metropolitan Recreation District

Strengthening our Community through Fitness, Wellness, and Play

Established in 1979, the Clear Creek Metropolitan Recreation District (CCMRD) is a special district located in the historic mining center of Colorado. The area covers roughly 45 square miles and includes the mountain communities of Idaho Springs, Georgetown, Empire, Dumont, Downieville, Lawson, Silver Plume and Floyd Hill as well as surrounding rural areas.

We work cooperatively with other government and nonprofit organizations to enhance the quality of life for residents of Clear Creek County through innovative recreation programs, service, events, and facilities.

About Great Outdoors Colorado (GOCO)

GOCO invests a portion of Colorado Lottery proceeds to preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Created by Colorado voters in 1992 through a constitutional amendment, GOCO has since invested \$1.7 billion in 5,900 projects across all 64 counties. Learn more at [GOCO.org](https://goco.org). For media inquiries, please contact Diane Metzger, Marketing and Communications Manager at dmetzger@goco.org or 303-226-4507.



IDAHO

Town Party



JULY 4th



**FAMILY FUN ALL
ALONG MINER STREET**

National Anthem 11:00AM

Music: 12:00PM - 8:00PM

Climbing Wall

Bounce Slide

Train Rides

SPRINGS[®]

18 COLORADO 59

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 6/22/2026
SUBJECT: Assistant City Administrator Report
ATTACHMENTS: Business & Community Promotions Board
Director Report 6.15.2026



REQUEST FOR ACTION

None

CHFA Loan Application

The City of Idaho Springs has submitted a loan application to the Colorado Housing and Finance Authority (CHFA) for funding predevelopment for the Senior Housing project through the State of Colorado's Proposition 123 Affordable Housing Financing Fund Concessionary Debt Program. The program provides below-market-rate predevelopment loans for affordable housing projects utilizing Low-Income Housing Tax Credits (LIHTC) and is available to local governments, housing authorities, nonprofit organizations, tribal governments, and qualified private developers. Loans are available for up to 36 months, carry a fixed interest rate of 2.5 percent, require interest-only payments during the loan term, and are repaid upon construction financing or loan maturity.

The City has applied for approximately \$75,000 in predevelopment financing to fund due-diligence and feasibility activities, including survey work, geotechnical and soils investigations, environmental review, site planning, engineering, and other predevelopment activities necessary to advance the project toward future tax credit applications and construction financing. The requested funding would allow the City to complete critical planning and evaluation work while minimizing the use of local funds during the project's early development stages.

GRANTKeeper

To better track the several grants that the City has been awarded, staff have developed a system named GRANTKeeper, a simple, centralized system for managing grant requirements, reimbursements, and supporting documentation. The goal is to keep all grant information in one place, make it easier to prepare for audits, reduce the risk of missing grant deadlines or requirements, and ensure important information is not lost.

GRANTKeeper consists of a compliance tracker where all the requirements of the grant are laid out, a reimbursement tracker, and individual grant files that together provide a clear picture of each grant's status, financial activity, and supporting records. This is on the shared drive, and all staff can view and manage it at any time, reducing the need for one employee to manage all grants.

CPR

On Monday, June 15th, the City public works staff received the same introductory CPR training the Council and administrative staff received the week prior. Except for a few public works employees who were off, the entire staff and elected officials of the City (except for the police department which receive mandatory training) have received this quick and simple introduction (or refresher) for CPR. A special thank you to Clark Church, Clear Creek EMS Clinical Education Captain for his work on this project. His time and effort were appreciated.

Business and Community Promotions Board Meeting

Overview & Key Updates

Since the May meeting, efforts have focused on full execution of the summer event and tourism season, including the successful launch of Miner Street Market, Outside Festival activation, Burro Race Family Fun zone event, ARGO coordination, and expanded regional marketing efforts. Summer visitation has continued to build as weather conditions improve and major construction impacts from the Floyd Hill project begin to ease.

The ARGO opening and related media exposure continue generating strong momentum and increased visibility for Idaho Springs. Multiple events and activations over the last 30 days have seen strong attendance and positive community feedback, helping reinforce Idaho Springs as an accessible mountain destination and regional recreation hub.

1. Marketing & Branding Initiatives

a. Visit Idaho Springs Launch

Website: Website optimization and visitor-focused content development continue, including expanded event listings, itineraries, and business directory updates, I have been working with Ross on tightening up the design and updating the images. The Idaho Springs Insider email list continues to grow steadily and engagement rates remain strong as more visitors sign up through events, QR codes, and activations. We currently have 401 email subscribers, and 45 on our insider list and will continue growing this list as part of our 2026 engagement strategy. Last 30 days of analytics on the site.

Your key stats for the last 30 days

+ Add Stats



b. Instagram & Facebook: Social media growth continues to accelerate heading into summer. Engagement remains significantly higher than previous months due to increased reels, collaborations, event content, and ARGO-related visibility. Several recent videos have exceeded 100K+ views, helping position Idaho Springs as an accessible overnight and recreation destination. At our last meeting we had 1342 followers on Instagram, and 1000 followers on Facebook. As of today we have 2095 on Instagram and 1500 on Facebook

c. Social Media Co-Op – Concept & Funding Strategy

The Idaho Springs Social Media Co-Op officially launched and has already gained strong participation from local businesses. Multiple businesses are now actively participating in the summer season rollout, receiving professionally produced reels, social posts, and shared audience exposure through Visit Idaho Springs channels. This initiative is helping create more consistent storytelling across the community while making high-quality content creation more accessible for small businesses. We will launch the Fall Season Co-Op in late September.

d. Brand Asset Rollout

i. Influencer Partnership – Influencer partnerships continue generating strong visibility and engagement for Idaho Springs. Emily Buchtel's campaign and related trial reels continue performing exceptionally well, driving hundreds of thousands of views, strong shares, saves, and audience interaction. Additional influencer visits and collaborations are currently being coordinated throughout the summer season with just trades and no payment, with a continued focus on overnight stays, outdoor recreation, and midweek visitation.

- ii. **Seasonal Marketing Strategy: February–April (Shoulder Season Activation)**
- iii. **Spring Streaming Campaign:** The OTT/CTV streaming campaign officially concluded in mid-May after delivering exceptional performance metrics, including over 108,000 targeted impressions and a 98%+ completion rate. Campaign targeting focused on Denver metro audiences most likely to visit Idaho Springs for recreation, overnight stays, and dining experiences. We have heard some feedback from businesses that visitors mention these ads and it helped inform their visit.

Great Day Colorado Media Partnership

The Great Day Colorado segment is set to air on June 16th this on-site segment highlighting the ARGO gondola experience and downtown connection.

- e. **Trash Cans:** Work continues with Dan Keller and the design team to finalize high-resolution historic imagery and layouts for the downtown trash can activation project. This initiative will integrate historic imagery, seasonal event messaging, and Idaho Springs branding throughout the downtown core.
- f. **Miner Street Barriers:** A newly redesigned branded barrier topper has now been installed on the west end of Miner Street Market. Steve from Tommyknocker Brewery coordinated and funded the fabrication, and the City will reimburse 50% of the project cost. This installation serves as a pilot for potential future upgrades throughout the Miner Street Market corridor. Board guidance is requested on whether we would like to expand these branded toppers to additional barriers throughout the market area. At this time, I recommend leaving the larger east-end barrier at 17th Street at its current height and instead focusing future improvements on the internal street barriers where aesthetics and pedestrian experience can be enhanced with less operational impact.
We also need to evaluate design and placement options for additional signage on the reverse side of the new barrier to improve visibility.



2. Grants & Projects

- a. **Wayfinding Grant:** The FY26 Wayfinding & Branding Strategy officially kicked off, and we have received the funding from CTO.

- b. **Digital Multimedia Historic Tour Grant:** Initial planning meetings are underway for the Digital Multimedia Historic Tour Grant. Matt Munson of Creative Trajectory has begun creative coordination and content development planning. The project will utilize QR codes, storytelling, and mobile integration to create an immersive historic walking experience throughout Idaho Springs. In the packet you will find the contract and scope of the project- action item is to approve this contract.
- c. **CSM Field Session Intern Program – Summer 2026:** Colorado School of Mines students have officially begun work on the Economic Impact Dashboard project. The dashboard will integrate visitation, sales tax, trail usage, lodging, and ARGO ridership data into a long-term analysis and reporting platform. I will be able to present this dashboard to the board in July.
- d. **Trails to Towns:** The Trails to Towns grant has moved fully into the design and content development phase. Campaign messaging is being refined, with Idaho Springs focusing on accessible, walkable trail experiences connected to downtown. Creative production (photo/video) is being coordinated.
- e. **CTO Crisis Communications Workshop:** I attended the Colorado Tourism Office Crisis Communications Workshop, which focused on best practices for preparing for, responding to, and recovering from crisis situations that impact tourism destinations. Key topics included the importance of having a designated spokesperson, developing clear and consistent messaging, utilizing social media for real-time communications, coordinating with emergency response agencies, and maintaining transparency during incidents. The workshop also highlighted the value of having pre-developed communication templates, visitor information resources, and recovery strategies in place before a crisis occurs.

One key takeaway is that Idaho Springs would benefit from developing a formal Crisis Communications worked into the Visitor Management Plan. As visitation continues to grow with the ARGO, Virginia Canyon Mountain Park, and increased tourism activity, having a coordinated framework for emergency communications, traffic management, visitor information, media relations, and recovery messaging will become increasingly important. This effort could be integrated into the broader Visitor Management Plan I am currently working on; however, it would require additional support and participation from City staff, emergency services, public works, law enforcement, and key tourism partners to develop and implement effectively. The CTO also offers resources, technical assistance, and grant opportunities that could help support this work in the future. I have included the CTO Crisis Toolkit in your packet.

3. Event Planning & Activations

- a. 2026 Sponsorship Development
 - i. Interstate Parking has committed to a \$3500 event season sponsorship.
 - ii. I have confirmed a \$5000 sponsorship from the Floyd Hill Construction companies for the 2026 event season.
- b. **Spring and Summer Events:** The Outside Festival activation in Denver was a major success and provided strong visibility for Idaho Springs, ARGO, and regional recreation opportunities. Community response and engagement at the booth were extremely positive, with strong interest in overnight stays, trail access, and summer programming. We are working with ARGO/COMBA/PIVOT/FREERIDE to complete the giveaway. We gained over 2000 peoples contacts, as well as several important collaboration connections from the event-
- c. **Great American Beer Festival (GABF) Opportunity:** Following connections made at Outside Festival, we have begun conversations with Tom and the Great American Beer Festival (GABF) team regarding participation in the 2026 festival. GABF will take place October 10–11 in Denver and is expected to attract approximately 8,000-15,000

attendees per day and feature more than 200 breweries, making it one of the premier craft beer events in the country.

The organizers have expressed strong interest in having Idaho Springs represented at the event and specifically noted that Visit Idaho Springs, Tommyknocker Brewery, The Mighty ARGO, and Pivot/Yeti should be involved in some capacity. While the sponsorship packages are designed for a single sponsor, Tom has indicated a willingness to work creatively with us on a shared activation model that would allow multiple Idaho Springs partners to participate together.

Sponsorship options included in the packet are:

Bronze Sponsorship – \$4,750

10' x 10' activation space

4-sponsor wristbands

8 complimentary tickets

Website, email, digital, and onsite recognition

Silver Sponsorship – \$9,500

20' x 10' activation space

8 sponsor wristbands

20 complimentary tickets

I believe there may be an opportunity for Visit Idaho Springs to coordinate a shared Idaho Springs presence, allowing participating partners to split costs while creating a larger and more impactful activation.

- d. **Burro Races & Event Operations:** The Burro Races were a successful and high-impact weekend for Idaho Springs, generating strong visitation and positive energy throughout downtown. Steve Indrehus went above and beyond in helping coordinate and support the event, and his efforts were instrumental in ensuring the race weekend ran successfully. This event also highlighted the increasing operational demands being placed on staff and volunteers as our event calendar continues to grow. I would recommend formally evaluating whether the Burro Races should become an official City of Idaho Springs event in the future to help improve communication, coordination, volunteer support, and operational oversight.

The event required significant hands-on coordination throughout the day. I arrived onsite at 7:00 AM and remained well past 7:00 PM to support setup, operations, troubleshooting, and breakdown efforts. This was an extremely long day for both Steve and myself and further reinforces the growing need for additional seasonal staffing support, specifically a part-time summer event coordinator, to help ensure events continue operating smoothly and sustainably as visitation increases.

- e. **Fourth of July Fireworks & Event Planning**

The Board previously voted to recommend cancellation of fireworks for the 2026 season, and I have since presented this recommendation to City Council, who expressed support for the decision. This approach allows the City to avoid the approximately \$27,000 fireworks expense while reallocating funds toward lower-lift community activations and family-focused programming. Planning continues for a “Gold Rush Days”-style Fourth of July focused on manageable operations, downtown activation, and family-friendly experiences throughout the day. At this time, we have secured train rides, a bounce slide, climbing wall, music, and smaller-scale programming throughout downtown. I am also exploring branded giveaway merchandise, a water play zone, and additional family-oriented activations.

One remaining discussion point is whether we would like to pursue an additional music act from 5:00 PM–7:00 PM, or conclude programming around 5:00 PM when the larger attractions (train, climbing wall, and slide) end operations. Several businesses

have expressed concern regarding the potential loss of evening visitation and customer traffic without fireworks programming extending later into the evening.

Current Budget Allocation: \$23,860.84

- Stage & Sound – \$9,500
- Music – \$7,000
 - KMB – \$1,500 -12p-1:15p
 - RapidGrass – \$3,000- 1:30p-2:45p
 - Delta Sonics – \$1,800- 3p-4:30
 - TBD??—5p-7/8p
- Fun Zone Programming – \$500
- Bounce Slide – \$2,450.28
- Climbing Wall – \$1,900.28
- Train Rides – \$2,510.28

Remaining available fireworks allocation balance: approximately \$19,639.16 prior to final event decisions and additional activations.

- f. **RapidGrass:** ARGO has officially confirmed that RapidGrass will take place at Miner’s Point on August 14–15. The ARGO team has asked the BCPB to support the event through in-kind logistical assistance and promotional support.

Based on my prior experience working with this festival and understanding of the operational needs, I believe this is a strong opportunity for Idaho Springs and I would be happy to continue supporting coordination efforts to help ensure the success of this inaugural event at the ARGO property.

This event has the potential to generate significant regional visibility, overnight visitation, and shoulder-season activity while further strengthening Idaho Springs’ connection to outdoor recreation and music tourism.

- g. **Fall Festival Planning:** discussions are starting for a new “Taste of Idaho Springs & Music Festival” the first weekend in October. Coordination is beginning with Slaymaker Cellars, who will help sponsor and support music activations, while Tommyknocker Brewery will assist in organizing and supporting the “Taste of Idaho Springs” component of the event.

Additional conversations are ongoing with community partners as event format, programming, sponsorship opportunities, and activation concepts continue to be refined. The goal is to create a lower-lift, community-focused fall event that highlights local food, beverage, music, and downtown vibrancy while extending visitation into the shoulder season.

4. Business & Community Engagement

- a. **Community Conversation:** It is time for the next community conversation, with the last being on the east end we could host another downtown, HDR and the downtown master plan are ready to be shared and we have some updates. **With a full summer season my suggestion is July 14th or 22nd board guidance is needed.**
- b. **Parking Program Review & Mobility Strategy:** Implementation of updated East End parking strategies continues, including installation of 30-minute business-only parking signage and coordination of encroachment agreements with businesses. Conversations remain ongoing with East End stakeholders regarding customer access and visitor parking management.
- c. **Budget:** Marketing & Visitation Strategy Recommendations
With approximately \$19,000 remaining from the reallocated fireworks budget, I recommend focusing these funds on strategic marketing, visitation, and operational support initiatives designed to increase overnight stays, visitor spending, and long-term economic resiliency.

While April sales tax collections reflected a decline year-over-year, Placer.ai visitation data showed an increase in overall visitors coming to Idaho Springs. This suggests visitation remains strong, but consumers may be spending more cautiously due to economic conditions and gas prices. Because of this, I believe we should focus on creating stronger value-driven destination packages, targeted marketing campaigns, and additional operational support to encourage visitors to stay longer and engage with multiple businesses while in town.

Proposed Allocation:

Part-Time Seasonal Events & Marketing Support Staff – \$4,800

15 hours per week at \$20/hour for approximately 16 weeks. This position would assist with event operations, volunteer coordination, social media support, content gathering, visitor engagement, and downtown activations during peak summer and fall season.

“Weekend in Idaho Springs” Package Campaign – \$3,500

Develop a coordinated promotion with participating lodging properties, ARGO, Indian Hot Springs, and local businesses. This campaign would include bundled discounts, promotional offers, and incentive-based packages designed to increase overnight stays and visitor spending.

Additional Paid Digital & Social Advertising – \$5,000

Expand paid social media campaigns, influencer amplification, and regional advertising efforts to maintain the strong momentum we have built heading into peak season. This would focus on Front Range audiences most likely to visit Idaho Springs.

Bustang & Denver Union Station Promotion – \$2,500

Develop a “Ride Up & Explore Idaho Springs” campaign highlighting Idaho Springs as an easy, walkable mountain destination accessible without a personal vehicle. This initiative would promote trails, dining, shopping, ARGO, and downtown experiences through transit-focused messaging.

Summit County Partnership & Shoulder Season Promotion – \$1,500

Explore partnerships with Summit Express and other transportation providers to encourage visitation from Summit County during summer weekends and shoulder seasons.

Marketing & Activation Reserve – \$1,700

Maintain a small reserve for additional opportunities, event support, co-op marketing amplification, or unforeseen marketing needs that may arise throughout the remainder of the season.

Total Proposed Allocation: \$19,000

I recommend the Board discuss and prioritize a strategic allocation plan for these remaining funds to ensure they support measurable economic activity, overnight visitation, increased visitor spending, and long-term tourism resilience while also providing additional operational support during our busiest event season.

d. Town Resiliency & Construction Impact

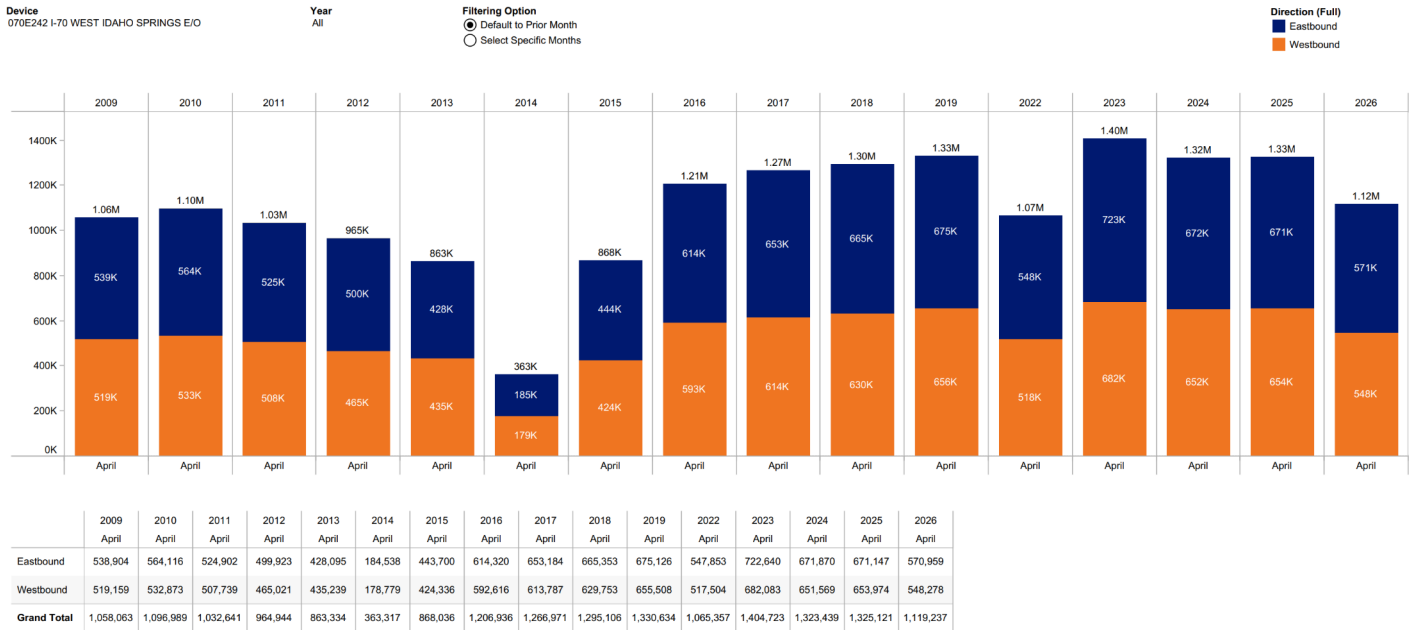
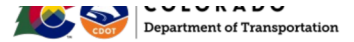
e. Traffic & CDOT Updates

i. I-70 Traffic Counts:

Monthly Traffic Count Comparison

070E242 I-70 WEST IDAHO SPRINGS E/O

Year(s): 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2022, 2023, 2024, 2025, 2026
 Direction(s): Eastbound, Westbound



ii. I-70 Floyd Hill Project – Key Updates for Idaho Springs:

Residents and businesses are encouraged to sign up for text alerts by texting “floydhill” to 21000, and to use COtrip.org for real-time travel conditions.

1. [Informational Video](#) - Good for websites, display monitors, etc.
2. Fact Sheet in [English](#) and [Spanish](#) - Project background information
3. [Rock Scaling/Blasting FAQ](#)
4. [Map](#) - Depicts the Project area
5. [Social Media Graphic](#) - Details how to stay informed
6. [Project Website](#) - Recently updated with detailed Project information

f. Downtown Master Plan – Next Steps

Utility Undergrounding Coordination: As the Downtown Master Plan moves toward the 30% completion phase, discussions are beginning regarding the feasibility of undergrounding utilities as part of future infrastructure improvements. This will require several key coordination meetings to better understand project costs, phasing, and potential cost-share opportunities between the City and impacted property owners. HDR has requested scheduling a “Utilities Debrief & Next Steps” discussion to begin outlining feasibility, process, and funding considerations. Major downtown stakeholders, including businesses such as Westbound & Down and Tommyknocker Brewery, are expected to be engaged in June to discuss potential participation and support for utility-related improvements.

HDR will work with Andy and myself to coordinate these meetings and stakeholder discussions. HDR is also preparing a one-page summary document outlining potential costs, process, and timeline considerations that can be shared with both City Council and business/property owners as conversations move forward. HDR will also be holding a 30% Design Review: Scheduled for Monday 6/22, I will forward and share the invitation.

g. Sales Tax Trends & Insights

- i. January 2026: \$329,635(-7.68%)
- ii. February 2026: \$383,533.08 (-1.02%)
- iii. March 2026: \$410,054.24 (+2.23%)
- iv. April 2026: 308,255.84 (-9.64%)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	\$357,076.65	\$329,635.39	-7.68%	-7.68%	329,635.39	357,076.65
Feb	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	\$363,464.19	\$383,533.08	5.52%	-1.02%	713,168.47	720,540.84
Mar	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93	\$402,360.50	\$400,737.88	\$410,054.24	2.32%	0.17%	1,123,222.71	1,121,278.72
April	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49	\$310,527.71	\$341,153.02	\$308,255.84	-9.64%	-2.12%	1,431,478.55	1,462,431.74

FOOD/BEVERAGE	Restaurants, liquor stores, grocery, fast food
RETAIL/SERVICE	This category includes retail shops, hardware/general stores, Art , clothing, jewelry.
GAS/CONVENIENCE	Gas stations, convenience stores
REMOTE SALES/HOME DELIVERY	Pet Supplies, Grocery delivery, personal home delivery, remote sellers
CONSTRUCTION/BUILDING	Building supplies and services. None located inside th City of Idaho Springs
UTILITIES	Cable providers, phone providers and energy providers.
LODGING	Hotel, Motel, Short Term Rental, Employee Housing
OTHER	Leasing, financial, beauty, pharmaceutical, marijuana

2026

Time Frame	Categories	Amount	E	W	W over E
Jan-26	Food/Beverage	\$172,660.35	\$101,223.30	\$71,437.05	
	Retail/Service	\$25,331.77	\$8,342.51	\$16,989.26	
	Gas/Convenience	\$14,663.58	\$13,060.78	\$1,602.80	
	Remote Sales/Home Delivery	\$32,627.75	N/A	N/A	
	Construction/Building	\$21,480.27	N/A	N/A	
	Utilities	\$25,102.99	N/A	N/A	
	Lodging	\$13,044.51	N/A	N/A	
	Other	\$24,724.17	N/A	N/A	East
	Total		\$329,635.39	\$122,626.59	\$90,029.11

Time Frame	Categories	Amount	E	W	W over E
Feb-26	Food/Beverage	\$181,820.46	\$111,414.20	\$70,406.26	
	Retail/Service	\$31,738.06	\$11,041.87	\$20,696.19	
	Gas/Convenience	\$40,874.78	\$16,177.47	\$24,697.31	
	Remote Sales/Home Delivery	\$37,823.82	N/A	N/A	
	Construction/Building	\$26,317.60	N/A	N/A	
	Utilities	\$20,376.85	N/A	N/A	
	Lodging	\$14,521.17	N/A	N/A	
	Other	\$30,060.34	N/A	N/A	East
	Total		\$383,533.08	\$138,633.54	\$115,799.76

Time Frame	Categories	Amount	E	W	W over E
Mar-26	Food/Beverage	\$205,956.88	\$108,071.80	\$97,885.08	
	Retail/Service	\$37,530.74	\$10,501.01	\$27,029.73	
	Gas/Convenience	\$31,752.22	\$17,956.37	\$13,795.85	
	Remote Sales/Home Delivery	\$43,020.00	N/A	N/A	
	Construction/Building	\$26,585.08	N/A	N/A	
	Utilities	\$19,178.52	N/A	N/A	
	Lodging	\$18,265.41	N/A	N/A	
	Other	\$27,765.39	N/A	N/A	West
	Total		\$410,054.24	\$136,529.18	\$138,710.66

Time Frame	Categories	Amount	E	W	
Apr-26	Food/Beverage	\$145,229.12	\$94,012.18	\$51,216.94	
	Retail/Service	\$24,713.75	\$9,193.44	\$15,520.31	
	Gas/Convenience	\$25,054.19	\$13,643.83	\$11,410.36	
	Remote Sales/Home Delivery	\$39,935.79	N/A	N/A	
	Construction/Building	\$15,124.11	N/A	N/A	
	Utilities	\$15,690.23	N/A	N/A	
	Lodging	\$19,081.86	N/A	N/A	
	Other	\$23,426.79	N/A	N/A	
	Total	\$308,255.84	\$116,849.45	\$78,147.61	\$38,701.84

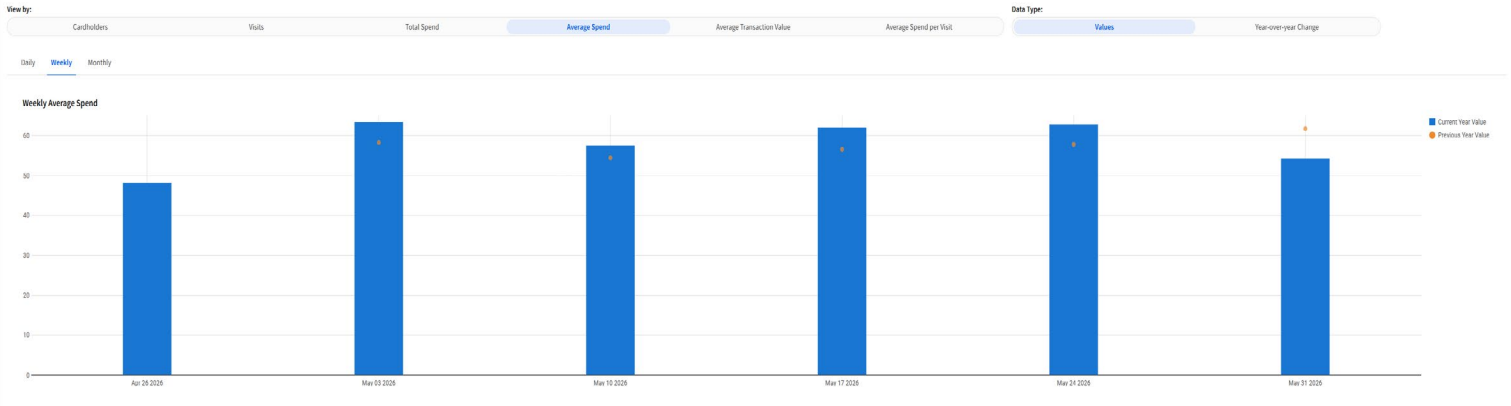
East

Arrivalist Cardholder Data – Visitor Spend & Origin Insights

Recent Arrivalist reporting for May 1st-May 30th

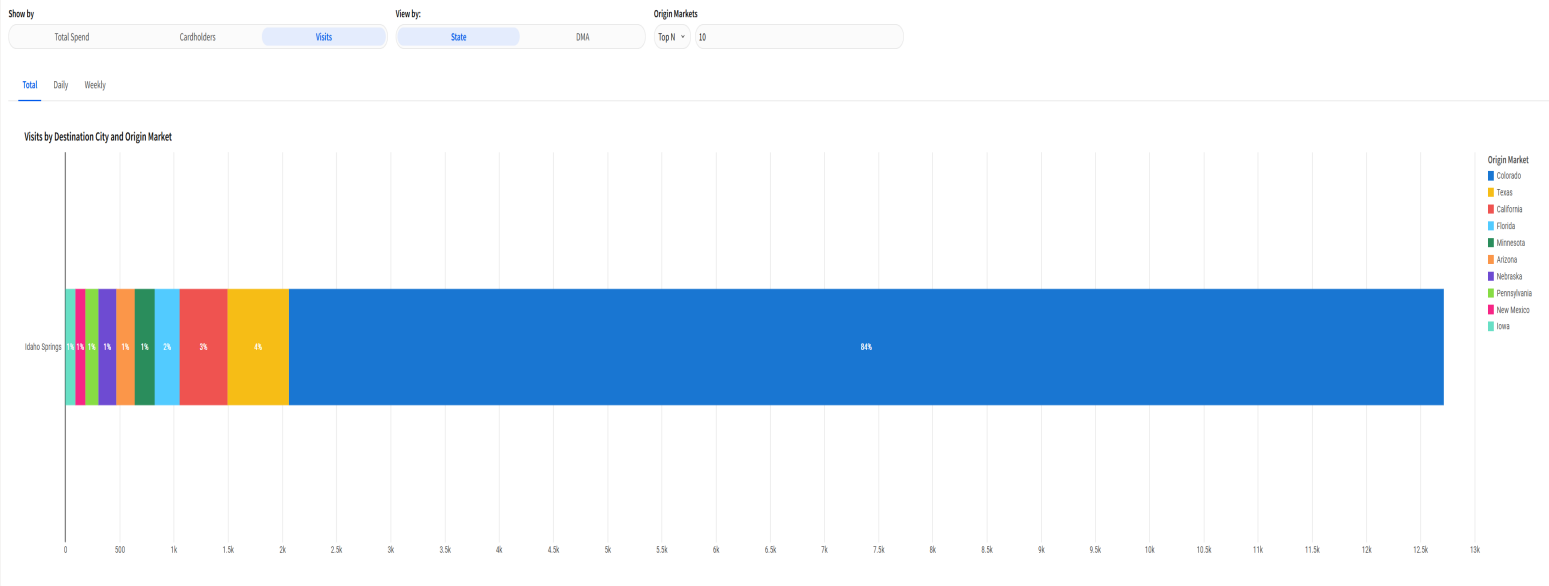
Year-over-Year Change

Based on a sample of total activity

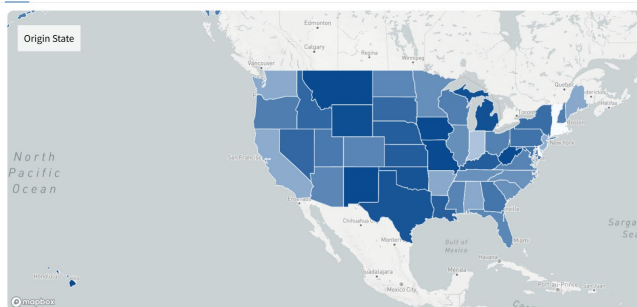


Top Destinations and Origin Markets

Based on a sample of total activity



State DMA County City Zip



Origin Markets - Average Spend

Based on a sample of total activity

Origin State ▾	Cardholders	Visits	Total Spend	Average Spend	Average Spend per Visit	Average Transaction Value
West Virginia	9	11	\$1,037	\$115	\$94	\$69
Montana	22	26	\$2,446	\$111	\$94	\$29
New Mexico	80	93	\$8,773	\$110	\$94	\$33
Hawaii	9	9	\$982	\$109	\$109	\$39
Iowa	84	92	\$8,747	\$104	\$95	\$44
Missouri	57	65	\$5,830	\$102	\$90	\$38
Wyoming	48	50	\$4,866	\$101	\$97	\$35
Michigan	35	36	\$3,502	\$100	\$97	\$32
Oklahoma	49	51	\$4,805	\$98	\$94	\$45
Texas	529	567	\$51,776	\$98	\$91	\$43
Kansas	90	95	\$8,317	\$92	\$88	\$45
Nebraska	157	165	\$14,459	\$92	\$88	\$41
Kentucky	17	19	\$1,563	\$92	\$82	\$40
Louisiana	35	36	\$3,188	\$91	\$89	\$36
Nevada	64	68	\$5,486	\$86	\$81	\$40
Idaho	24	26	\$2,051	\$85	\$79	\$31
South Dakota	46	48	\$3,897	\$85	\$81	\$43

Origin Markets - Visits

Based on a sample of total activity

Origin State ▾	Cardholders	Visits	Total Spend	Average Spend	Average Spend per Visit	Average Transaction Value
Colorado	8,412	10,655	\$585,337	\$70	\$55	\$33
Texas	529	567	\$51,776	\$98	\$91	\$43
California	408	438	\$23,110	\$57	\$53	\$33
Florida	206	231	\$14,113	\$69	\$61	\$33
Minnesota	179	186	\$11,739	\$66	\$63	\$36
Arizona	150	168	\$10,327	\$69	\$61	\$33
Nebraska	157	165	\$14,459	\$92	\$88	\$41
Illinois	116	123	\$7,586	\$65	\$62	\$35
Pennsylvania	115	121	\$9,052	\$79	\$75	\$37
Wisconsin	99	107	\$7,193	\$73	\$67	\$38
Georgia	89	98	\$6,880	\$77	\$70	\$31
North Carolina	86	96	\$5,553	\$65	\$58	\$31
Utah	92	96	\$6,934	\$75	\$72	\$38
Kansas	90	95	\$8,317	\$92	\$88	\$45
New Mexico	80	93	\$8,773	\$110	\$94	\$33
Iowa	84	92	\$8,747	\$104	\$95	\$44
Virginia	70	72	\$4,927	\$70	\$68	\$35



City of Idaho Springs
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P.O. Box 907
Idaho Springs, CO, 80452-0907
303.567.4421 | (f) 303.567-4955
www.idahospringsco.com

Community Development Planner Communication

Meeting Date: June 22, 2026
To: Idaho Springs City Council
From: Dylan Graves, Community Development Planner
RE: Community Development Report

Comprehensive Plan:

I have published a draft of the updated Comprehensive Plan, as of June 15, 2026. The draft is available for comments and feedback from now until July 15, 2026. The goal is to get community feedback, board and commission feedback, and City Council feedback until mid-July, at which time I will make any final changes that are requested. The goal will be to present the plan for review and approval at a special Planning Commission meeting in July or the regular meeting in August and then present the Plan to City Council for review and hopeful adoption in August.

The Plan is available for review here: <https://www.idahospringsco.com/community-development/page/city-idaho-springs-comprehensive-plan-update-seeking-feedback-draft>. Please review and let me know if you have any questions, comments, or other feedback. Please share with anyone who might be interested.

If you just want to review the objectives and strategies, you can do that here:
<https://www.idahospringsco.com/media/4621>.

The goal was to update the city's objectives and strategies, but it turned into a bigger process than anticipated with much more overhaul than I expected. That said, I kept the backbone of the previous plan in place and kept much of the original information, updating as needed. I added a few new sections (Water Supply Element, Strategic Growth Element, Implementation charts, etc.) to meet state requirements and make the document a bit more "usable".

I have advertised this on social media, sent it to other boards and commissions, and will have flyers up around the city for the next month.

Let me know if you have any questions!



PLANNING FOR GOLD: A COMPREHENSIVE PLAN FOR IDAHO SPRINGS

We want to hear from you!

The draft Comprehensive Plan for Idaho Springs is ready for community review. Your feedback will help shape the future of our city!



REVIEW THE DRAFT

Read the plan and learn how it will guide Idaho Springs for the next 10+ years.



SHARE YOUR COMMENTS, CONCERNS, AND FEEDBACK

We want to hear your ideas, concerns, and priorities for our community.



COMMENT BY JULY 15, 2026

All comments must be received by July 15, 2026.

HOW TO PARTICIPATE

View the plan: Visit <https://www.idahospringsco.com/community-development/page/city-idaho-springs-comprehensive-plan-update-seeking-feedback-draft>

Send your comments: Send to DGraves@idahospringsco.com or call 303-567-4421 x 118



FOOD/BEVERAGE	Restaurants, liquor stores, grocery, fast food
RETAIL/SERVICE	This category includes retail shops, hardware/general stores, Art , clothing, jewelry.
GAS/CONVENIENCE	Gas stations, convenience stores
REMOTE SALES/HOME DELIVERY	Pet Supplies, Grocery delivery, personal home delivery, remote sellers
CONSTRUCTION/BUILDING	Building supplies and services. None located inside th City of Idaho Springs
UTILITIES	Cable providers, phone providers and energy providers.
LODGING	Hotel, Motel, Short Term Rental, Employee Housing
OTHER	Leasing, financial, beauty, pharmaceutical, marijuana

2026

Time Frame	Categories	Amount	E	W	W over E
Jan-26	Food/Beverage	\$172,660.35	\$101,223.30	\$71,437.05	
	Retail/Service	\$25,331.77	\$8,342.51	\$16,989.26	
	Gas/Convenience	\$14,663.58	\$13,060.78	\$1,602.80	
	Remote Sales/Home Delivery	\$32,627.75	N/A	N/A	
	Construction/Building	\$21,480.27	N/A	N/A	
	Utilities	\$25,102.99	N/A	N/A	
	Lodging	\$13,044.51	N/A	N/A	
	Other	\$24,724.17	N/A	N/A	East
	Total	\$329,635.39	\$122,626.59	\$90,029.11	\$32,597.48

Time Frame	Categories	Amount	E	W	W over E
Feb-26	Food/Beverage	\$181,820.46	\$111,414.20	\$70,406.26	
	Retail/Service	\$31,738.06	\$11,041.87	\$20,696.19	
	Gas/Convenience	\$40,874.78	\$16,177.47	\$24,697.31	
	Remote Sales/Home Delivery	\$37,823.82	N/A	N/A	
	Construction/Building	\$26,317.60	N/A	N/A	
	Utilities	\$20,376.85	N/A	N/A	
	Lodging	\$14,521.17	N/A	N/A	
	Other	\$30,060.34	N/A	N/A	East
	Total	\$383,533.08	\$138,633.54	\$115,799.76	\$22,833.78

Time Frame	Categories	Amount	E	W	W over E
Mar-26	Food/Beverage	\$205,956.88	\$108,071.80	\$97,885.08	
	Retail/Service	\$37,530.74	\$10,501.01	\$27,029.73	
	Gas/Convenience	\$31,752.22	\$17,956.37	\$13,795.85	
	Remote Sales/Home Delivery	\$43,020.00	N/A	N/A	
	Construction/Building	\$26,585.08	N/A	N/A	
	Utilities	\$19,178.52	N/A	N/A	
	Lodging	\$18,265.41	N/A	N/A	
	Other	\$27,765.39	N/A	N/A	West
	Total	\$410,054.24	\$136,529.18	\$138,710.66	\$2,181.48

Time Frame	Categories	Amount	E	W	W over E
Apr-26	Food/Beverage	\$145,229.12	\$94,012.18	\$51,216.94	
	Retail/Service	\$24,713.75	\$9,193.44	\$15,520.31	
	Gas/Convenience	\$25,054.19	\$13,643.83	\$11,410.36	
	Remote Sales/Home Delivery	\$39,935.79	N/A	N/A	
	Construction/Building	\$15,124.11	N/A	N/A	
	Utilities	\$15,690.23	N/A	N/A	
	Lodging	\$19,081.86	N/A	N/A	
	Other	\$23,426.79	N/A	N/A	East
	Total	\$308,255.84	\$116,849.45	\$78,147.61	\$38,701.84



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: June 22, 2026
Subject: Staff Report Regular Meeting

- ✓ April 2026 Robust Sales Tax Report.
- ✓ I will be attending Clerk School July 13th through July 17th. I will not be in attendance at the first July City Council meeting. This is my second year of attending clerk school in my venture to obtain enough education points to become a Certified Municipal Clerk. Some of the nodules I will be attending include; Emotional Intelligence, Elections In Person or Not, Cannabis Licensing, Risk Management, CORA and how to improve Assertive Communication skills. Stay tuned for a robust debrief on what I am able to take away from this years Institute!



Idaho Springs Police Department

3000 Colorado Blvd. ★ Post Office Box 907

Idaho Springs, CO 80452

303-567-4291/303-567-1014 Fax

<https://www.idahospringsco.com/police-department>

To: Chuck Harmon, Mayor
City Council
From: Nate Buseck, Chief of Police
Date: June 16, 2026
Subject: Staff Report for June 22, 2026

Request for Action: None

Chief Buseck Attended: (06/09-06/22)

06/09/26 - Clear Creek Advocates Board
- Police station OAC
- Police station, FFE vendor
- Department Heads
06/10/26 - Council Retreat
06/15/26 - Business/Community Promotions (remotely)
06/16/26 - Police station OAC
- Georgetown to Idaho Springs Half Marathon, planning

Code Enforcement:

- Addressing abandoned vehicles and parking complaints
- Has issued 157 parking tickets, 24 of which were for expired registration on city streets.

Staffing:

- ISPD has temporarily frozen one patrol position until 2027. Otherwise, fully staffed with 8 sworn officers.

Training:

06/09-06/12: Records Coordinator attended the CCRN Conference (Grand Junction, CO)

Upcoming Training:

06/22-06/26: One officer will attend Firearm Instructor Course (Highlands Ranch, CO)

Significant Incidents:

*Commitment to...**I**ntegrity and **S**afety through constitutional **P**olicing and **D**edication to our community.*

On **June 12, 2026**, an ISPD officer was dispatched to the gas station at 13th Avenue and Miner Street regarding a vehicle theft that had just occurred. The female victim reported that she had briefly left her vehicle running while she went inside the business. Upon returning, she observed a man who had previously asked her for a ride to Denver entering her vehicle. The suspect then drove away in the vehicle. The vehicle was entered into the system as stolen by ISPD. The following morning, the victim's daughter contacted law enforcement and advised that her mother's cell phone had been left inside the vehicle. Using the phone's location services, she tracked its location and provided the address. ISPD relayed the information to the Wheat Ridge Police Department, which responded to the location and recovered the stolen vehicle. The vehicle was recovered and returned to its owners. The suspect remains at large and the case remains under investigation.

On **June 13, 2026**, ISPD, CCSO, and the CC Fire Authority responded to a reported structure fire in the 1600 block of Miner Street. Upon arrival, officers found that the Clear Creek Fire Authority had already extinguished the fire. Following an investigation, fire personnel determined the fire was accidental. The residents reported that they had recently lit numerous tea light candles as part of a prayer ritual for a deceased relative. No structural damage was reported, and no injuries occurred as a result of the incident.

On **June 13, 2026**, ISPD officers were dispatched to an assault in progress at the skate park in Idaho Springs. When officers arrived, the suspect fled the area on foot. The investigation determined that the suspect and victim were involved in an interpersonal dispute when the suspect allegedly struck the victim in the head with a skateboard and pulled a knife on the victim, causing serious alarm. ISPD officers located a phone number for the suspect, who agreed to come to the police department to speak with officers. After interviewing witnesses and the suspect, officers established probable cause and arrested an 18-year-old resident from Lawson for 3rd degree assault, felony menacing, and disorderly conduct.

On **June 15, 2026**, ISPD officers conducted a welfare check on a vehicle and contacted a female occupant. During the contact, officers discovered that the female had an active Failure to Comply Domestic Violence warrant out of Jefferson County. The female was taken into custody on the warrant and transported to the Clear Creek County Jail without incident.



City of Idaho Springs Water Quality
 1711 Miner Street
 P.O. Box 907
 Idaho Springs, CO 80452-0907
 Telephone (303) 567-2400
 FAX (303) 567-0124

TO: MAYOR and COUNCIL

FROM: Edward Sigward

DATE: 6/22/2026

Re. STAFF REPORT PUBLIC WORKS / WATER FACILITIES DEPARTMENTS

CRC park playground

- MVP contractors list contacts to determine extent of construction/ excavation.
- Spaceincco working on sketch/plan to build new equipment in a phased approach.

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	ND	0.11	11.7	6.4

- Started repairs on R#1(continued)

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAAS Annual average	TTHM Annual average
Goal	<2		25%	system residual (1.05)	<60	<80
Current	1.25	5	60%	Demand 1.75	32.65	37.87

- Sanitary survey preparation
- Montane Tank Construction – New electric panel at pump house – Building not suitable for mounting to, build stand for mounting CO# 10 \$7794.70

Distribution/ Collection

- Clean sewer lines at syphons
- Sewer cleanout Lamartine dr.
- Lift station maintenance
- Locates
- Update Curb Valve Cards

Streets

- Grading and road repair Two brothers and Virginia canyon rd – Abandoned pipe found in ground must remove.
- Parking sign posts
- Storm drain cleanouts
- Parking post install

Parks

- Bike rack assembly/ placements
- Mowing all parks
- Reseed bad grass areas
- Cemetery down tree removal

Building Maintenance

- Truck body repairs