



**NOTICE AND AGENDA  
SPECIAL MEETING  
IDAHO SPRINGS CITY COUNCIL  
CITY HALL  
MONDAY, JUNE 28, 2021  
6:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**Executive session under C.R.S. section 24-6-402(4)(b) to confer with the City Attorney to receive legal advice on specific legal questions concerning threatened and potential litigation.**

**ADJOURNMENT**



**NOTICE AND AGENDA OF A  
WORK SESSION  
Idaho Springs City Council  
June 28, 2021  
6:30 p.m.**

- ❖ **VCMP Trails Construction update**
- ❖ **Library Landscape Project update**

The Public will be able to view and hear this meeting remotely at the following address:  
<https://www.colorado.gov/pacific/idahosprings/city-council-live>



# City of Idaho Springs

## City Council Communication



Meeting Date: June 28, 2021

Presented By: Jonathan Cain, Assistant City Administrator

Item: Virginia Canyon Trails Project Phase 1

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### **BACKGROUND**

In 2021, the City of Idaho Springs was awarded grants from Great Outdoors Colorado (GOCO) and Colorado Parks and Wildlife (CPW) to build trails in Virginia Canyon Mountain Park (VCMP). The City was awarded \$349,487 for Trails Construction in VCMP - \$100,000 out of the GOCO Resilient Communities Fund and \$249,487 out of the Colorado Parks and Wildlife Non-Motorized Trails Program.

In February, the city entered an agreement with the Colorado Mountain Biking Association (COMBA) to prepare an RFP for Trails Construction during the Summer of 2021 and to manage the construction project for the City.

One of the priorities of this Trail Building Project is to build Hiking Trails. Phase 1 of the project was intended to include two such segments- Trail #3 and Trail #7 (attached). Trail 3 will run North to South from the Argo Property to a termination point in the vicinity of Santa Fe Mine Road in the north; Trail 7 will run from the “saddle” in the middle of the park to the top of the southern most peak in the park.

### **PARTNERSHIP WITH THE ARGO**

The Mighty Argo has been a good partner to the City on this project to develop VCMP. The City has entered into a Public Private Development Agreement that will give the City funding for future maintenance of the Park, and the Mighty Argo Team has given the City access easements across their property ensuring that public access to the area will remain in perpetuity.

The City does have funds in both Cash and In-Kind Contributions to construct the phase 1 hiking trails in Virginia Canyon Mountain Park without receiving an advanced ticket sales contribution from the Mighty Argo Team. These hiking trails have always been intended to allow more outdoor access to Residents and Guests of the City and can be constructed regardless of the progress of the Argo Development Project.

Pending successful funding of the Argo Mighty Cable Car project and the availability of the revenue sharing advance to the city, these funds can be used both to secure additional grants and directly for construction of the planned phases of trails in the VCMP system.

### **SOURCE OF FUNDS**

In 2017 and 2018, the City partnered with the Clear Creek Greenway Authority to hold the Feast on the Creek, a gala intended to raise money for both the Virginia Canyon Mountain Park Project and for the Clear Creek Greenway Authority. In 2017 the City received \$24,604.67 from this event; in 2018, the City received \$12,862.90 for a total of \$37,467.57.

In early 2020, the City engaged Timberline Trails to do some additional work in VCMP at a cost of \$8,119.94. This was paid through “Feast on the Creek Funds”, meaning there is now a total amount of \$29,347.63 remaining in this fund.

***Staff Recommends*** that City Council utilize these funds plus additional to begin the construction of Hiking Trails #3 and #7 in Virginia Canyon Mountain Park in 2021.

### **GRANT FUND MATCHING**

On the GOCO Grant, the City will be able to leverage the In-Kind contribution from COMBA and the City, as well as the CPW grant as “match”, giving us a total match of \$251,287 for the \$100,000 received by GOCO.

On the CPW Grant, there is approximately \$54,000 in In Kind services to use as Match from COMBA the City. This leaves the City with an obligation to provide \$36,375 for trails construction. If the City uses the remaining \$29,347.63 in the Feast on the Creek Fund, we would be required to spend at maximum \$7,027.37 to complete the hiking trails in VCMP, although this number could be lower depending on the Bids received during the RFP process.

***Staff Recommends*** that City Council utilize these funds plus additional general fund dollars not to exceed \$7,100 to begin the construction of Hiking Trails #3 and #7 in Virginia Canyon Mountain Park in 2021.

### **GRANT STATUS**

The City was awarded these grants several months ago, and must execute their related contracts by June 30, 2021, or the funding may be jeopardized. City Staff has been working with GOCO and CPW throughout the process to ensure that the staff of each organization has been informed as to what is happening with the project, however we have reached a point where we must determine whether we will utilize these funds.

### **RFP STATUS**

Building these Trail Segments will provide Residents of the City with a significant recreational amenity, close to town that does not rely on any outside funding source, partners or project. COMBA has been working on an RFP for this project that is nearly complete. If we publish an RFP in the immediate future, we can likely begin and complete construction before snow flies this fall.

***Staff recommends*** City Council approve publishing of an RFP to find a suitable contractor to begin construction of the Hiking Trails in VCMP to begin later this summer.

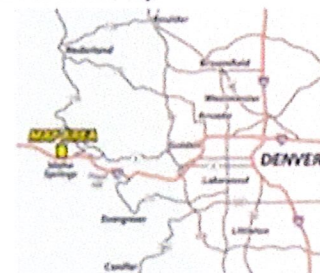


**Idaho Springs, Colorado**

**Legend**

**Candace**

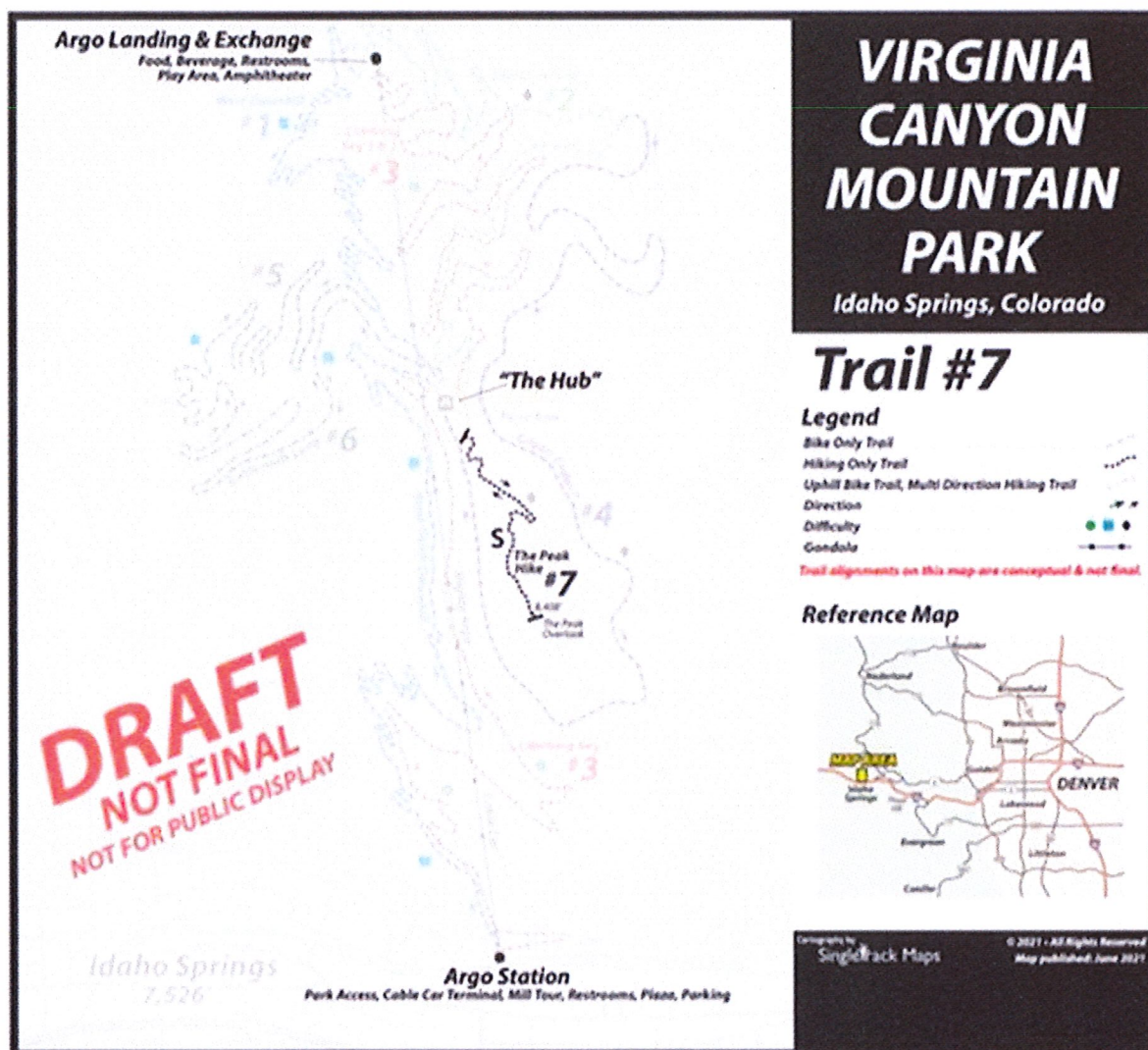
### Reference Map



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May published: June 2021

**Argo Station**  
Park Access, Cable Car Terminal, Mill Tour, Restrooms, Plaza, Parking

**DRAFT**  
**NOT FINAL**  
**NOT FOR PUBLIC DISPLAY**





**Exhibit B**  
**Budget Form - Project** Virginia Canyon Mountain Park: Phase 1

| SOURCE OF FUNDS                                                                                               | Date Secured |      |             |              | CPW Trails Grant Request [A] | Total Project Match [B]  | Total Funding (\$) [C] |                       |
|---------------------------------------------------------------------------------------------------------------|--------------|------|-------------|--------------|------------------------------|--------------------------|------------------------|-----------------------|
| CASH                                                                                                          |              |      |             |              |                              |                          |                        |                       |
| GOCO - Resilient Communities Grant                                                                            | TBD          |      |             |              | \$ 99,575.00                 |                          | \$ 99,575.00           |                       |
| Colorado Parks & Wildlife - Non-motorized                                                                     | 4/1/21       |      |             |              |                              | \$ 249,487.00            | \$ 249,487.00          |                       |
| City of Idaho Springs                                                                                         | 10/1/20      |      |             |              |                              | \$ -                     | \$ -                   |                       |
| COMBA                                                                                                         | 10/1/20      |      |             |              |                              | \$ -                     | \$ -                   |                       |
| IN-KIND                                                                                                       |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   |                       |
| City of Idaho Springs                                                                                         | 10/1/20      |      |             |              |                              | \$ 1,800.00              | \$ 1,800.00            |                       |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   |                       |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   |                       |
| <b>TOTAL SOURCES OF FUNDS</b>                                                                                 |              |      |             |              | <b>\$ 99,575.00</b>          | <b>\$ 251,287.00</b>     | <b>\$ 350,862.00</b>   |                       |
| [CASH] Description of Work                                                                                    | Qty          | Unit | Unit Price  | Total (B*D)  | CPW Funds                    | Total Project Match (\$) | Total Funding (\$)     | Balance [should be 0] |
| <b>CATEGORY 1-Contracted Services</b> <i>Identify as: Youth Corps, Engineering, Contractor, etc.</i>          |              |      |             |              |                              |                          |                        |                       |
| Climbing Seg 1: Trail Head to Saddle 1 - Contractor                                                           | 7920         | lf   | \$ 12.00    | \$ 95,040.00 | \$ -                         | \$ 95,040.00             | \$ 95,040.00           | 0                     |
| Climbing Seg 2: Saddle 1 to Saddle 2 - Contractor                                                             | 5544         | lf   | \$ 8.00     | \$ 44,352.00 | \$ -                         | \$ 44,352.00             | \$ 44,352.00           | 0                     |
| Climbing Seg 3: Saddle 2 to Upper Landing - Contractor                                                        | 4535         | lf   | \$ 17.00    | \$ 77,095.00 | \$ -                         | \$ 77,095.00             | \$ 77,095.00           | 0                     |
| Corner Construction - Contractor                                                                              | 22           | ea   | \$ 1,500.00 | \$ 33,000.00 | \$ -                         | \$ 33,000.00             | \$ 33,000.00           | 0                     |
| The Peak Hike: Saddle to Southern Overlook - Contractor                                                       | 1625         | lf   | \$ 7.00     | \$ 11,375.00 | \$ 11,375.00                 | \$ -                     | \$ 11,375.00           | 0                     |
| Buttermilk Summit Trail - Contractor                                                                          | 6400         | lf   | \$ 13.00    | \$ 83,200.00 | \$ 83,200.00                 | \$ -                     | \$ 83,200.00           | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                              |              |      |             |              |                              |                          |                        |                       |
| Construction Management - Consultants                                                                         | 50           | hr   | \$ 100.00   | \$ 5,000.00  | \$ 5,000.00                  | \$ -                     | \$ 5,000.00            | 0                     |
| <b>CATEGORY 3-Materials/Supplies</b> <i>Identify as: Signs, crusherlines, native seed, weed barrier, etc.</i> |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                               |              |      |             |              |                              |                          |                        | 0                     |
| <b>Additional Categories</b>                                                                                  |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             | \$ -         |                              |                          | \$ -                   | 0                     |
| <b>USE OF FUNDS - CASH SUBTOTAL</b>                                                                           |              |      |             |              | <b>\$ 99,575.00</b>          | <b>\$ 249,487.00</b>     | <b>\$ 349,062.00</b>   |                       |
| [IN-KIND] Description of Work                                                                                 | Qty          | Unit | Unit Price  | Total (B*D)  |                              |                          | Total Funding (\$)     | Balance [should be 0] |
| <b>Category 1 - Contracted Services</b>                                                                       |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                              |              |      |             |              |                              |                          |                        |                       |
| Grant Administration - City of Idaho Springs                                                                  | 40           | hr   | \$ 45.00    | \$ 1,800.00  |                              | \$ 1,800.00              | \$ 1,800.00            | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 3 - Materials/Tools</b>                                                                           |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Additional Categories</b>                                                                                  |              |      |             |              |                              |                          |                        |                       |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                               |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>IN-KIND SUBTOTAL</b>                                                                                       |              |      |             |              |                              | <b>\$ 1,800.00</b>       | <b>\$ 1,800.00</b>     |                       |
| <b>TOTAL PROJECT COST</b>                                                                                     |              |      |             |              | <b>\$ 99,575.00</b>          | <b>\$ 251,287.00</b>     | <b>\$ 350,862.00</b>   |                       |
| <b>10% REQUIRED MATCH</b>                                                                                     |              |      |             |              |                              | <b>\$ 9,957.50</b>       |                        |                       |

Budget Form - Project **Virginia Canyon Mountain Park: Phase 1**

| SOURCE OF FUNDS             | Date Secured |  |  |  | CPW Trails Grant Request [A] | Total Project Match [B] | Total Funding (\$) [C] |  |
|-----------------------------|--------------|--|--|--|------------------------------|-------------------------|------------------------|--|
| CASH                        |              |  |  |  |                              |                         |                        |  |
| Colorado Parks and Wildlife | TBD          |  |  |  | \$ 249,487.00                |                         | \$ 249,487.00          |  |
| City of Idaho Springs       | 10/1/20      |  |  |  |                              | \$ 36,375.00            | \$ 36,375.00           |  |
|                             |              |  |  |  |                              |                         | \$ -                   |  |
|                             |              |  |  |  |                              |                         | \$ -                   |  |
| IN-KIND                     |              |  |  |  |                              |                         |                        |  |
| COMBA                       | 10/1/20      |  |  |  |                              | \$ 52,296.00            | \$ 52,296.00           |  |
| City of Idaho Springs       | 10/1/20      |  |  |  |                              | \$ 1,800.00             | \$ 1,800.00            |  |
|                             |              |  |  |  |                              |                         | \$ -                   |  |
|                             |              |  |  |  |                              |                         | \$ -                   |  |
| TOTAL SOURCES OF FUNDS      |              |  |  |  | \$ 249,487.00                | \$ 90,471.00            | \$ 339,958.00          |  |

| [CASH] Description of Work                                                             | Qty  | Unit | Unit Price  | Total (B*D)  | CPW Funds    | Total Project Match (\$) | Total Funding (\$) | Balance (should be 0) |
|----------------------------------------------------------------------------------------|------|------|-------------|--------------|--------------|--------------------------|--------------------|-----------------------|
| CATEGORY 1-Contracted Services Identify as: Youth Corps, Engineering, Contractor, etc. |      |      |             |              |              |                          |                    |                       |
| Climbing Seg 1: Trail Head to Saddle 1 - Contractor                                    | 7920 | lf   | \$ 12.00    | \$ 95,040.00 | \$ 95,040.00 |                          | \$ 95,040.00       | 0                     |
| Climbing Seg 2: Saddle 1 to Saddle 2 - Contractor                                      | 5544 | lf   | \$ 8.00     | \$ 44,352.00 | \$ 44,352.00 |                          | \$ 44,352.00       | 0                     |
| Climbing Seg 3: Saddle 2 to Upper Landing - Contractor                                 | 4535 | lf   | \$ 17.00    | \$ 77,095.00 | \$ 77,095.00 |                          | \$ 77,095.00       | 0                     |
| Corner Construction - Contractor                                                       | 22   | ea   | \$ 1,500.00 | \$ 33,000.00 | \$ 33,000.00 | \$ -                     | \$ 33,000.00       | 0                     |
| The Peak Hike: Saddle to Southern Overlook - Contractor                                | 1625 | lf   | \$ 7.00     | \$ 11,375.00 |              | \$ 11,375.00             | \$ 11,375.00       | 0                     |
|                                                                                        |      |      |             | \$ -         |              |                          | \$ -               | 0                     |
|                                                                                        |      |      |             | \$ -         |              |                          | \$ -               | 0                     |

|                                                                                                 |  |     |    |    |        |    |           |    |           |   |
|-------------------------------------------------------------------------------------------------|--|-----|----|----|--------|----|-----------|----|-----------|---|
| Category 2 - Salary/Wages                                                                       |  |     |    |    |        |    |           |    |           |   |
| Construction Management - Consultants                                                           |  | 250 | hr | \$ | 100.00 | \$ | 25,000.00 | \$ | 25,000.00 | 0 |
| CATEGORY 3-Materials/Supplies Identify as: Signs, crusherlines, native seed, weed barrier, etc. |  |     |    |    |        |    |           |    |           |   |

[illegible]

### Additional Categories

|                              |  |  |  |      |               |              |               |   |
|------------------------------|--|--|--|------|---------------|--------------|---------------|---|
|                              |  |  |  | \$ - |               |              | \$ -          | 0 |
| USE OF FUNDS - CASH SUBTOTAL |  |  |  |      | \$ 249,487.00 | \$ 36,375.00 | \$ 285,862.00 |   |

|                               |     |      |            |             |  |  |                    |                       |
|-------------------------------|-----|------|------------|-------------|--|--|--------------------|-----------------------|
| [IN-KIND] Description of Work | Qty | Unit | Unit Price | Total (B*D) |  |  | Total Funding (\$) | Balance [should be 0] |
|-------------------------------|-----|------|------------|-------------|--|--|--------------------|-----------------------|

## Category 1 - Contracted Services

|                                            |      |    |           |              |              |              |   |
|--------------------------------------------|------|----|-----------|--------------|--------------|--------------|---|
| Construction Contractor Management - COMBA | 240  | hr | \$ 100.00 | \$ 24,000.00 | \$ 24,000.00 | \$ 24,000.00 | 0 |
| Trail Feature Construction - COMBA         | 2358 | lf | \$ 12.00  | \$ 28,296.00 | \$ 28,296.00 | \$ 28,296.00 | 0 |
|                                            |      |    |           | \$ -         | \$ -         | \$ -         | 0 |

## Category 2 - Salary/Wages

|                                              |    |    |          |             |             |             |   |
|----------------------------------------------|----|----|----------|-------------|-------------|-------------|---|
| Grant Administration - City of Idaho Springs | 40 | hr | \$ 45.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 1,800.00 | 0 |
|                                              |    |    |          | \$ -        | \$ -        | \$ -        | 0 |
|                                              |    |    |          | \$ -        | \$ -        | \$ -        | 0 |

## Category 3 - Materials/Tools

|  |      |  |      |      |   |
|--|------|--|------|------|---|
|  | \$ - |  | \$ - | \$ - | 0 |
|  | \$ - |  | \$ - | \$ - | 0 |

|  |    |   |    |   |    |   |   |
|--|----|---|----|---|----|---|---|
|  | \$ | - | \$ | - | \$ | - | 0 |
|--|----|---|----|---|----|---|---|

### Additional Categories

|                       |  |  |  |    |   |    |   |    |   |   |
|-----------------------|--|--|--|----|---|----|---|----|---|---|
| Additional categories |  |  |  | \$ | - | \$ | - | \$ | - | 0 |
|                       |  |  |  | \$ | - | \$ | - | \$ | - | 0 |
|                       |  |  |  | \$ | - | \$ | - | \$ | - | 0 |
|                       |  |  |  | \$ | - | \$ | - | \$ | - | 0 |

|                    |  |  |  |  |               |              |               |  |
|--------------------|--|--|--|--|---------------|--------------|---------------|--|
| IN-KIND SUBTOTAL   |  |  |  |  |               | \$ 54,096.00 | \$ 54,096.00  |  |
|                    |  |  |  |  |               |              |               |  |
| TOTAL PROJECT COST |  |  |  |  | \$ 249,487.00 | \$ 90,471.00 | \$ 339,958.00 |  |
| 30% REQUIRED MATCH |  |  |  |  |               | \$ 74,846.10 |               |  |



219 14TH AVENUE, IDAHO SPRINGS, CO HAPC PROJECT NUMBER 2105

|                               |                                                                                                                                                                                                        |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROPERTY ADDRESS              | 208 WTH AVENUE<br>DARTMOUTH SPRINGS, COLORADO 80432                                                                                                                                                    |
| BUILDING CODES AND STANDARDS  | * 208 INTERNATIONAL BUILDING CODE<br>* 208 SPRINGS MUNICIPAL CODE CHAPTER 19<br>"BUILDINGS AND BUILDING REGULATIONS"<br>* 208 INTERNATIONAL DOWNS BUILDING CODE<br>* 208 INTERNATIONAL FIRE DEPARTMENT |
| CONSTRUCTION TYPE             | TYPE II-B                                                                                                                                                                                              |
| OCCUPANCY                     | LIBRARY BUILDING GROUP A-3)                                                                                                                                                                            |
| YEAR OF ORIGINAL CONSTRUCTION | 1964                                                                                                                                                                                                   |

BLOCK 33, LOTS 1 THROUGH 3, THE CITY OF DAWD SPRINGS, CLEAR  
CREEK COUNTY, COLORADO



OWNER: CITY OF DENO SPRINGS, COLORADO  
ADDRESS: 1000 W. MARSH, CITY ADMINISTRATION  
1000 W. MARSH STREET  
P.O. BOX 1001  
DENO SPRINGS, COLORADO 80432  
CITY OF DENO SPRINGS, COLORADO  
E-MAIL: AMMEND@DENOSPRINGS.CO

OCCUPANT: CLEAR CREEK COUNTY LIBRARY DISTRICT  
56 LIBBY CANYON LIBRARY DISTRICT  
E-MAIL: LIBRCLARK@LIBRARYDISTRICT.ORG

ARCHITECT: HOWE AND HOWE ARCHITECTS, PC  
1000 W. 10TH AVE. PRINCIPALS  
EYEWORTH, CO. 80437  
TELEPHONE: 303-685-1100  
FAX: 303-685-1101  
E-MAIL: HOWEARCHITECTS@GMAIL.COM

SURVEYOR: CLEAR CREEK SURVEYING  
CLEAR CREEK, CO. 80432  
CLEAR MANLEY, RLS  
TELEPHONE: 303-686-4750  
FAX: 303-686-4750  
E-MAIL: CLEAR@CCSURV.COM

H O E H N A R C H I T E C T S P C

AO  
COVER SHEET  
& PROJECT  
INFORMATION

|    |                            |
|----|----------------------------|
| A1 | SITE<br>DEMOLITION<br>PLAN |
|----|----------------------------|

A2  
SITE  
INSTRUCTION  
PLAN

**A3**

A4  
DETAILS

MINER STREET

N  SITE DEMOLITION PLAN  
SCALE 1/8" = 1'-0"





**IDAHO SPRINGS PUBLIC LIBRARY**  
**LIBRARY PARK SITE IMPROVEMENTS**  
 215 14TH AVENUE  
 IDAHO SPRINGS, CO  
**HOEHN**  
 ARCHITECTS P.C.



NO. DATE / REVISION

1 6/25/21 FOR REVIEW

GENERAL NOTES:  
 1. ALL NOTES SHOWN ON THIS PLAN ARE TO BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NOT FOR CONSTRUCTION

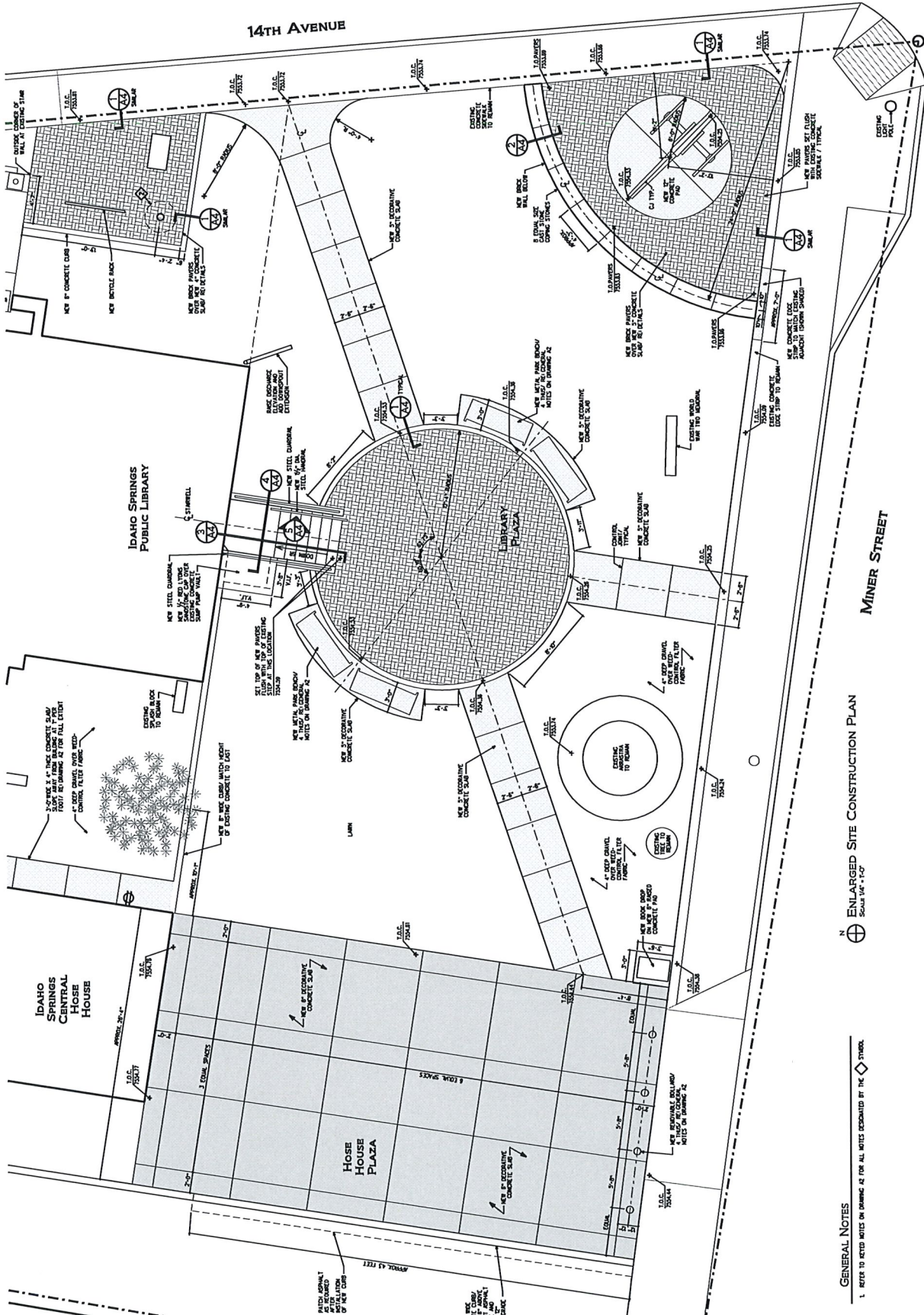
14th Avenue Library Park

Project Number 2105

Estimated \$100,000

Improvement Plan

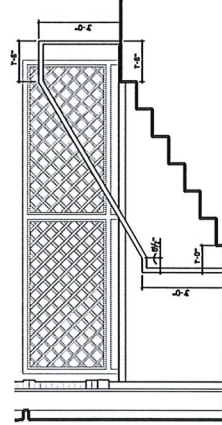
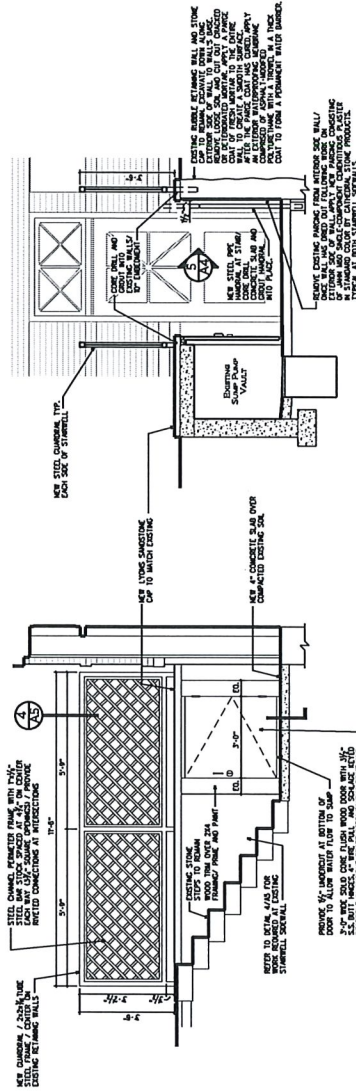
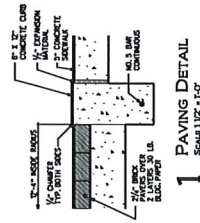
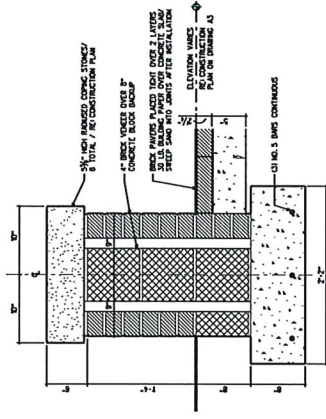
**A3**







| No. | Date / Issue       |
|-----|--------------------|
| 1   | 6/28/21 FOR REVIEW |



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CITY OF IDAHO SPRINGS  
1711 MINER STREET  
P.O. BOX 907  
IDAHO SPRINGS, CO 80452  
303.567.4421

NOTICE AND AGENDA  
REGULAR MEETING  
IDAHO SPRINGS CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
June 28, 2021  
7:00 P.M.

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. AGENDA APPROVAL**

- a) Move to approve the agenda for the June 28, 2021 meeting.

**V. CONFLICT OF INTEREST**

**VI. APPROVAL OF MINUTES**

- a) Move to approve the minutes from June 14, 2021.

**VII. APPROVAL OF BILLS**

- a) Move to approve bills to June 28, 2021

**VIII. SCHEDULED PUBLIC COMMENT**

- a) Greg Markle donation  
b) Lindsay Valdez-CCEDC letter to Council regarding 1628 Virginia St. FDP

**IX. UNSCHEDULED PUBLIC COMMENT**

**X. LIQUOR LICENSING AUTHORITY**

- a) Slaymaker Cellars application for liquor Sales Room

**XI. PLANNING/COMMUNITY DEVELOPMENT**

**XII. CITY ATTORNEY**

- a) Applicant request to Reconsider June 14<sup>th</sup> Motion and vote on 1628 Virginia St Final Development Plan

**XIII. RESOLUTIONS**

- a) Resolution #13, Series 2021; A resolution approving the grant application between the City of Idaho Springs and the State Board of the Great Outdoors Colorado Trust Fund concerning trail construction at Virginia Canyon Mountain Park  
b) Resolution #14, Series 2021; A resolution approving a parking lease with Clear Creek School District leasing to the City certain real property for public parking, tailgating and picnicking.

**XIV. ORDINANCE FIRST READING**

- a) Ordinance #11, Series 2021; An ordinance zoning the property recently annexed to the City as the "Cemetery Annexation to the City of Idaho Springs" as Park and Recreation (P) under the City's zoning regulations.

**XV. ORDINANCE SECOND READING**

**XVI. FINANCE OFFICER**

- a) May financials

**XVII. CITY ADMINISTRATOR**

- a) Staff report submitted with four request(s) for action. Move to approve a grant agreement with the State of Colorado, Department of Natural Resources, Colorado Parks and Wildlife, in the amount of \$249,487, with a cash match of \$36,375, for the construction of hiking trails in Virginia Canyon Mountain Park. The match will be funded with \$29,347.63 in proceeds from the Feast on the Creek fundraisers and with up to \$7,027.37 from the grant matches line item 2100-6200. Move to approve a Letter Agreement from JVA in the amount of \$55,900 for final construction documents, bidding assistance and construction contract administration engineering services for the Public Works Facility Project 1 from engineering line item 2100-5103. Move to approve a proposal from HDR in the amount of \$57,358 for program management and project development for the Idaho Springs Mobility Hub and Parking Structure from engineering line item 2100-5103. Move to approve a proposal from Raftelis in the amount of \$31,951 to update the Water Enterprise financial plan, update the customer class cost of service analysis, and develop 2022 rate recommendations from Other Professional Fees line item 5100-5108 and 5200-5108.

**XVIII. CITY CLERK**

- a) Staff report submitted with no request(s) for action.

**XIX. POLICE DEPARTMENT**

- a) Staff report submitted with no request(s) for action.

**XX. PUBLIC WORKS: STREETS AND PARKS**

- a) Staff report submitted with no request(s) for action.

**XXI. PUBLIC WORKS: WATER/WASTEWATER**

**XXII. COMMITTEE REPORTS**

**XXIII. MAYOR and COUNCIL**

**XXIV. ADJOURN to July 12, 2021**

The Public will be able to view and hear this meeting remotely at the following address:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>

IDAHO SPRINGS CITY COUNCIL  
REGULAR MEETING  
June 14, 2021

The City Council of the City of Idaho Springs held a regular meeting on June 14, 2021. Mayor Hillman, Council and staff attended the meeting virtually. Mayor Hillman called the meeting to order at 7:00 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, Chuck Harmon, John Curtis, Scott Pennell and Art Caccavale. Also present was City Clerk Diane Breece, Streets/Water/Wastewater Superintendent John Bordon, Police Chief Nathan Buseck and City Attorney Carmen Beery. City Administrator Andy Marsh was not in attendance.

The Pledge of Allegiance was recited by all present.

**Agenda Approval**

Chuck Harmon moved to approve the agenda for June 14, 2021. John Curtis seconded and the motion passed by a unanimous voice vote.

**Approval of Minutes**

Scott Pennell moved to approve the minutes of May 24, 2021. Art Caccavale seconded and the motion passed by a unanimous voice vote.

**Conflict of Interest**

None

**Approval of Bills**

Chuck Harmon moved to approve bills to June 14 2021. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

**Public Comment**

None

**Unscheduled Public Comment**

None

**Resolutions and Public Hearing**

Mayor Hillman opened the public hearing at 7:12 p.m. This hearing is a continuation from May 10, 2021.

City Planner Mike Davenport presented the staff report outlining the issue regarding shading as it relates to icing of roads and public safety. He indicated in the staff report that in the Idaho Springs Municipal Code, Chapter 21, there is no requirement that addresses shading or shadows that may cast onto the ground or on to a nearby building and the height requirement has been met by the applicant. There is a surrounding building that exceeds the height requirement, creating more of the shading issue. Molly Wheelock, architect for Blue Spruce Habitat spoke to the issues presented by several residents in prior meetings.



#### Public Comment-

Rick Scott stated that this project creates a dangerous situation. The intersection is blind and there is no place for children to play and any injuries will be on the City. He thinks the property should be made into a parking lot.

Michael Kastenbaum stated that he is concerned and surprised that no one is being listened to. He encourages the City to take pause to address issues brought forward from the community.

Reba Bechtel indicated that reducing the number of units would solve many issues.

Vicki Larson stated that she has attended all of the meetings regarding this project and it seems that the City is willing to do anything to approve this project.

Christina Wienke stated that she lives in the area and has concerns for the safety of children playing in the area and worries about the safety of everyone driving in the vicinity.

Walter Cass stated his concern was the density of the proposed townhomes. Currently there is a constant stream of people driving around the area looking for parking. The easiest solution would be to make Virginia St. at 16<sup>th</sup> one way going east.

Katherine Foy, community member spoke in favor of the project. She has seen teachers come and go and believes that it is due to a lack of subsidized and affordable housing. She also believes that home ownership gives individuals a sense of community.

Mayor Hillman closed the public hearing at 7:55 p.m.

Mayor Hillman re-opened the public hearing to accept further testimony. Molly Wheelock presented photos of the project and Mike Davenport answered questions.

Mayor Hillman closed the public hearing at 8:07 p.m.

Bob Bowland moved to approve Resolution #12, Series 2021; A resolution conditionally approving a Final Development Plan on property known as 1628 Virginia St., Idaho Springs, Colorado for a residential townhome project. Chuck Harmon seconded and the motion failed with Mayor Hillman, Bob Bowland and Chuck Harmon voting yes and John Curtis, Jim Clark, Art Caccavale and Scott Pennell voting no in a roll call vote

#### **Ordinance First Reading**

Scott Pennell moved to approve Ordinance #9, Series 2021; An ordinance of the City Council defining and clarifying the duties of the City Clerk after the 2021 Municipal Election and repealing and reenacting Section 2-41 of the Idaho Springs Municipal Code. Art Caccavale seconded and the motion passed by unanimous roll call vote.

Chuck Harmon moved to approve Ordinance #10, Series 2021; An ordinance amending Section 5-1 of the Idaho Springs Municipal Code to disallow simultaneous membership of both the Planning Commission and the City Council. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

#### **City Administrator**

No staff report submitted.

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#### **City Clerk**

Staff report submitted with no request(s) for action.



**Police Dept.**

Staff report submitted with one request for action. Bob Bowland moved to approve the Chief to apply for and manage FY 2021 COPS Hiring Program Grant that is being offered through the United States Dept. of Justice. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

**Public Works/Street and Parks**

No staff report submitted.

**Adjourn**

Mayor Hillman adjourned the meeting at 8:32 p.m.

| Invoice                                    | Type    | Description                      | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|--------------------------------------------|---------|----------------------------------|--------------|------------|------------|-------|--------|------------|
| <b>Adamson Police Products (1332)</b>      |         |                                  |              |            |            |       |        |            |
| <b>354896</b>                              |         |                                  |              |            |            |       |        |            |
| 354896                                     | Invoice | Sights for Rifles                | 06/03/2021   | 07/03/2021 | 1,694.00   | Open  | 06/21  | 10-30-6045 |
| Total 354896:                              |         |                                  |              |            | 1,694.00   |       |        |            |
| Total Adamson Police Products (1332):      |         |                                  |              |            | 1,694.00   |       |        |            |
| <b>Allied Towing (11)</b>                  |         |                                  |              |            |            |       |        |            |
| <b>49470</b>                               |         |                                  |              |            |            |       |        |            |
| 49470                                      | Invoice | Tow Car #603 Durango             | 06/09/2021   | 07/09/2021 | 75.00      | Open  | 06/21  | 10-30-5326 |
| Total 49470:                               |         |                                  |              |            | 75.00      |       |        |            |
| <b>4840</b>                                |         |                                  |              |            |            |       |        |            |
| 4840                                       | Invoice | Oil change                       | 06/11/2021   | 07/11/2021 | 66.09      | Open  | 06/21  | 10-30-6100 |
| Total 4840:                                |         |                                  |              |            | 66.09      |       |        |            |
| Total Allied Towing (11):                  |         |                                  |              |            | 141.09     |       |        |            |
| <b>Alpha Graphics (1013)</b>               |         |                                  |              |            |            |       |        |            |
| <b>3085</b>                                |         |                                  |              |            |            |       |        |            |
| 3085                                       | Invoice | City envelopes                   | 06/11/2021   | 07/11/2021 | 361.81     | Open  | 06/21  | 10-20-5325 |
| 3085                                       | Invoice | Envelopes                        | 06/11/2021   | 07/11/2021 | 160.99     | Open  | 06/21  | 10-20-5325 |
| Total 3085:                                |         |                                  |              |            | 522.80     |       |        |            |
| <b>3023</b>                                |         |                                  |              |            |            |       |        |            |
| 3023                                       | Invoice | Code Brochure                    | 06/15/2021   | 07/15/2021 | 627.38     | Open  | 06/21  | 10-30-5325 |
| Total 3023:                                |         |                                  |              |            | 627.38     |       |        |            |
| Total Alpha Graphics (1013):               |         |                                  |              |            | 1,150.18   |       |        |            |
| <b>AmeriGas (1478)</b>                     |         |                                  |              |            |            |       |        |            |
| <b>3123426124</b>                          |         |                                  |              |            |            |       |        |            |
| 3123426124                                 | Invoice | Propane WWTP                     | 06/17/2021   | 07/17/2021 | 190.70     | Open  | 06/21  | 52-00-6001 |
| Total 3123426124:                          |         |                                  |              |            | 190.70     |       |        |            |
| Total AmeriGas (1478):                     |         |                                  |              |            | 190.70     |       |        |            |
| <b>Arrowhead Landscape Services (1995)</b> |         |                                  |              |            |            |       |        |            |
| <b>21-1057-7</b>                           |         |                                  |              |            |            |       |        |            |
| 21-1057-7                                  | Invoice | Courtney Riley Cooper Park Maint | 07/01/2021   | 07/31/2021 | 2,702.00   | Open  | 07/21  | 10-60-5108 |
| Total 21-1057-7:                           |         |                                  |              |            | 2,702.00   |       |        |            |
| Total Arrowhead Landscape Services (1995): |         |                                  |              |            | 2,702.00   |       |        |            |
| <b>Backgrounds USA (769)</b>               |         |                                  |              |            |            |       |        |            |
| <b>6212021</b>                             |         |                                  |              |            |            |       |        |            |
| 6212021                                    | Invoice | Background Check                 | 06/21/2021   | 07/21/2021 | 43.45      | Open  | 06/21  | 10-20-5108 |
| Total 6212021:                             |         |                                  |              |            | 43.45      |       |        |            |
| Total Backgrounds USA (769):               |         |                                  |              |            | 43.45      |       |        |            |
| <b>Blackwell Oil (284)</b>                 |         |                                  |              |            |            |       |        |            |
| <b>5312021</b>                             |         |                                  |              |            |            |       |        |            |
| 5312021                                    | Invoice | Fleet Fuel Streets               | 05/31/2021   | 06/10/2021 | 763.51     | Open  | 05/21  | 10-10-6191 |
| 5312021                                    | Invoice | Fleet Fuel/Parks                 | 05/31/2021   | 06/10/2021 | 106.01     | Open  | 05/21  | 10-60-6191 |

| Invoice                                        | Type    | Description                    | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|------------------------------------------------|---------|--------------------------------|--------------|------------|------------|-------|--------|------------|
| 5312021                                        | Invoice | tax                            | 05/31/2021   | 06/10/2021 | 363.60     | Open  | 05/21  | 10-10-6191 |
| 5312021                                        | Invoice | tax credit                     | 05/31/2021   | 06/10/2021 | 418.44     | Open  | 05/21  | 10-10-6191 |
| Total 5312021:                                 |         |                                |              |            | 814.68     |       |        |            |
| Total Blackwell Oil (284):                     |         |                                |              |            | 814.68     |       |        |            |
| <b>C &amp; C Machine &amp; Welding (34)</b>    |         |                                |              |            |            |       |        |            |
| <b>029078</b>                                  |         |                                |              |            |            |       |        |            |
| 029078                                         | Invoice | Downtown Barriers              | 05/31/2021   | 06/30/2021 | 1,100.00   | Open  | 05/21  | 21-00-6028 |
| Total 029078:                                  |         |                                |              |            | 1,100.00   |       |        |            |
| <b>029090</b>                                  |         |                                |              |            |            |       |        |            |
| 029090                                         | Invoice | Straighten Brackets of Sweeper | 06/21/2021   | 07/21/2021 | 40.00      | Open  | 06/21  | 10-10-5108 |
| Total 029090:                                  |         |                                |              |            | 40.00      |       |        |            |
| Total C & C Machine & Welding (34):            |         |                                |              |            | 1,140.00   |       |        |            |
| <b>CenturyLink (569)</b>                       |         |                                |              |            |            |       |        |            |
| <b>230713202</b>                               |         |                                |              |            |            |       |        |            |
| 230713202                                      | Invoice | Internet service Water Plant   | 06/12/2021   | 07/12/2021 | 337.13     | Open  | 05/21  | 51-00-5335 |
| Total 230713202:                               |         |                                |              |            | 337.13     |       |        |            |
| Total CenturyLink (569):                       |         |                                |              |            | 337.13     |       |        |            |
| <b>Clear Creek County Clerk &amp; Rec (61)</b> |         |                                |              |            |            |       |        |            |
| <b>6172021</b>                                 |         |                                |              |            |            |       |        |            |
| 6172021                                        | Invoice | Legals                         | 06/17/2021   | 07/17/2021 | 28.00      | Open  | 06/21  | 10-20-5316 |
| Total 6172021:                                 |         |                                |              |            | 28.00      |       |        |            |
| Total Clear Creek County Clerk & Rec (61):     |         |                                |              |            | 28.00      |       |        |            |
| <b>Colorado Analytical Lab (945)</b>           |         |                                |              |            |            |       |        |            |
| <b>210608065</b>                               |         |                                |              |            |            |       |        |            |
| 210608065                                      | Invoice | Domestic Water Quality         | 06/15/2021   | 07/15/2021 | 100.00     | Open  | 06/21  | 51-00-5201 |
| Total 210608065:                               |         |                                |              |            | 100.00     |       |        |            |
| <b>210614047</b>                               |         |                                |              |            |            |       |        |            |
| 210614047                                      | Invoice | total coliform P/A compl       | 06/15/2021   | 07/15/2021 | 98.50      | Open  | 06/21  | 51-00-5201 |
| Total 210614047:                               |         |                                |              |            | 98.50      |       |        |            |
| <b>210607008</b>                               |         |                                |              |            |            |       |        |            |
| 210607008                                      | Invoice | Wastewater Testing             | 06/16/2021   | 07/16/2021 | 291.61     | Open  | 06/21  | 52-00-5201 |
| Total 210607008:                               |         |                                |              |            | 291.61     |       |        |            |
| <b>210616083</b>                               |         |                                |              |            |            |       |        |            |
| 210616083                                      | Invoice | TSS/testing                    | 06/22/2021   | 07/22/2021 | 13.50      | Open  | 06/21  | 51-00-5201 |
| Total 210616083:                               |         |                                |              |            | 13.50      |       |        |            |
| <b>210616060</b>                               |         |                                |              |            |            |       |        |            |
| 210616060                                      | Invoice | CU/PB Water Testing            | 06/23/2021   | 07/23/2021 | 405.00     | Open  | 06/21  | 51-00-5201 |
| Total 210616060:                               |         |                                |              |            | 405.00     |       |        |            |



| Invoice                                   | Type    | Description                     | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|-------------------------------------------|---------|---------------------------------|--------------|------------|------------|-------|--------|------------|
| Total Colorado Analytical Lab (945):      |         |                                 |              |            | 908.61     |       |        |            |
| <b>Colorado Community Media (1981)</b>    |         |                                 |              |            |            |       |        |            |
| <b>28225</b>                              |         |                                 |              |            |            |       |        |            |
| 28225                                     | Invoice | Legals                          | 06/11/2021   | 07/11/2021 | 41.20      | Open  | 06/21  | 10-20-5312 |
| Total 28225:                              |         |                                 |              |            | 41.20      |       |        |            |
| <b>28721</b>                              |         |                                 |              |            |            |       |        |            |
| 28721                                     | Invoice | Water Report                    | 06/18/2021   | 07/18/2021 | 236.00     | Open  | 06/21  | 51-00-5312 |
| Total 28721:                              |         |                                 |              |            | 236.00     |       |        |            |
| Total Colorado Community Media (1981):    |         |                                 |              |            | 277.20     |       |        |            |
| <b>Comcast (1486)</b>                     |         |                                 |              |            |            |       |        |            |
| <b>124226348</b>                          |         |                                 |              |            |            |       |        |            |
| 124226348                                 | Invoice | New High speed internet for WWT | 06/01/2021   | 07/01/2021 | 2,412.99   | Open  | 06/21  | 52-00-5335 |
| Total 124226348:                          |         |                                 |              |            | 2,412.99   |       |        |            |
| <b>0194987X6052021</b>                    |         |                                 |              |            |            |       |        |            |
| 0194987X6052021                           | Invoice | Pd internet                     | 06/05/2021   | 07/05/2021 | 170.95     | Open  | 06/21  | 10-30-5335 |
| Total 0194987X6052021:                    |         |                                 |              |            | 170.95     |       |        |            |
| Total Comcast (1486):                     |         |                                 |              |            | 2,583.94   |       |        |            |
| <b>Community Matters Institute (1949)</b> |         |                                 |              |            |            |       |        |            |
| <b>CIS14</b>                              |         |                                 |              |            |            |       |        |            |
| CIS14                                     | Invoice | Planning Services               | 06/11/2021   | 07/11/2021 | 2,160.00   | Open  | 05/21  | 10-20-5108 |
| Total CIS14:                              |         |                                 |              |            | 2,160.00   |       |        |            |
| <b>CIS14 AR</b>                           |         |                                 |              |            |            |       |        |            |
| CIS14 AR                                  | Invoice | Planning Services               | 06/11/2021   | 07/11/2021 | 4,693.75   | Open  | 05/21  | 10-20-5108 |
| Total CIS14 AR:                           |         |                                 |              |            | 4,693.75   |       |        |            |
| Total Community Matters Institute (1949): |         |                                 |              |            | 6,853.75   |       |        |            |
| <b>DC Frost Associates (1882)</b>         |         |                                 |              |            |            |       |        |            |
| <b>42632</b>                              |         |                                 |              |            |            |       |        |            |
| 42632                                     | Invoice | board kit                       | 03/17/2021   | 06/30/2021 | 1,495.90   | Open  | 03/21  | 52-00-5204 |
| Total 42632:                              |         |                                 |              |            | 1,495.90   |       |        |            |
| Total DC Frost Associates (1882):         |         |                                 |              |            | 1,495.90   |       |        |            |
| <b>ELAVON (1295)</b>                      |         |                                 |              |            |            |       |        |            |
| <b>CC 5312021</b>                         |         |                                 |              |            |            |       |        |            |
| CC 5312021                                | Invoice | Credit Card Processing Fees     | 05/31/2021   | 06/15/2021 | 582.50     | Open  | 05/21  | 10-20-5340 |
| Total CC 5312021:                         |         |                                 |              |            | 582.50     |       |        |            |
| <b>ONLINE 5312021</b>                     |         |                                 |              |            |            |       |        |            |
| ONLINE 5312021                            | Invoice | Online CC Processing Fees       | 05/31/2021   | 06/15/2021 | 453.70     | Open  | 05/21  | 10-20-5340 |
| Total ONLINE 5312021:                     |         |                                 |              |            | 453.70     |       |        |            |
| Total ELAVON (1295):                      |         |                                 |              |            | 1,036.20   |       |        |            |

| Invoice                                   | Type    | Description                       | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|-------------------------------------------|---------|-----------------------------------|--------------|------------|------------|-------|--------|------------|
| Equipment Co of the Rockies (1812)        |         |                                   |              |            |            |       |        |            |
| 1798                                      |         |                                   |              |            |            |       |        |            |
| 1798                                      | Invoice | freight                           | 06/22/2021   | 07/22/2021 | 31.95      | Open  | 06/21  | 10-10-6150 |
| 1798                                      | Invoice | Nut                               | 06/22/2021   | 07/22/2021 | 1.05       | Open  | 06/21  | 10-10-6150 |
| 1798                                      | Invoice | Rubber Flap                       | 06/22/2021   | 07/22/2021 | 29.33      | Open  | 06/21  | 10-10-6150 |
| 1798                                      | Invoice | Screw                             | 06/22/2021   | 07/22/2021 | 6.16       | Open  | 06/21  | 10-10-6150 |
| Total 1798:                               |         |                                   |              |            | 68.49      |       |        |            |
| Total Equipment Co of the Rockies (1812): |         |                                   |              |            | 68.49      |       |        |            |
| FilmTec Corporation (2002)                |         |                                   |              |            |            |       |        |            |
| 949834417                                 |         |                                   |              |            |            |       |        |            |
| 949834417                                 | Invoice | Module for WTP                    | 05/07/2021   | 06/07/2021 | 41,036.14  | Open  | 05/21  | 54-72-7310 |
| 949834417                                 | Invoice | Motor Assembly                    | 05/07/2021   | 06/07/2021 | 13,517.41  | Open  | 05/21  | 54-72-7310 |
| 949834417                                 | Invoice | O-Rings                           | 05/07/2021   | 06/07/2021 | 401.44     | Open  | 05/21  | 54-72-7310 |
| 949834417                                 | Invoice | Silicon Grease                    | 05/07/2021   | 06/07/2021 | 111.51     | Open  | 05/21  | 54-72-7310 |
| 949834417                                 | Invoice | Tube                              | 05/07/2021   | 06/07/2021 | 29,104.20  | Open  | 05/21  | 54-72-7310 |
| Total 949834417:                          |         |                                   |              |            | 84,170.70  |       |        |            |
| 949834419                                 |         |                                   |              |            |            |       |        |            |
| 949834419                                 | Invoice | Seal Kit                          | 05/07/2021   | 06/07/2021 | 2,509.20   | Open  | 05/21  | 54-72-7310 |
| Total 949834419:                          |         |                                   |              |            | 2,509.20   |       |        |            |
| 949834420                                 |         |                                   |              |            |            |       |        |            |
| 949834420                                 | Invoice | Module for WTP                    | 05/07/2021   | 06/06/2021 | 39,251.96  | Open  | 05/21  | 54-72-7310 |
| Total 949834420:                          |         |                                   |              |            | 39,251.96  |       |        |            |
| Total FilmTec Corporation (2002):         |         |                                   |              |            | 125,931.86 |       |        |            |
| Honnen Equipment (144)                    |         |                                   |              |            |            |       |        |            |
| 1278961                                   |         |                                   |              |            |            |       |        |            |
| 1278961                                   | Invoice | Air Filter                        | 06/11/2021   | 07/11/2021 | 31.27      | Open  | 06/21  | 10-10-6150 |
| Total 1278961:                            |         |                                   |              |            | 31.27      |       |        |            |
| Total Honnen Equipment (144):             |         |                                   |              |            | 31.27      |       |        |            |
| HRS Water Consultants (851)               |         |                                   |              |            |            |       |        |            |
| 18165                                     |         |                                   |              |            |            |       |        |            |
| 18165                                     | Invoice | Monthly Reservoir Services        | 06/11/2021   | 07/11/2021 | 437.50     | Open  | 05/21  | 51-00-5108 |
| Total 18165:                              |         |                                   |              |            | 437.50     |       |        |            |
| 18166                                     |         |                                   |              |            |            |       |        |            |
| 18166                                     | Invoice | Water Supply Plan                 | 06/14/2021   | 07/14/2021 | 2,509.50   | Open  | 05/21  | 51-00-5103 |
| 18166                                     | Invoice | Water Supply Plan not included in | 06/14/2021   | 07/14/2021 | 1,538.00   | Open  | 05/21  | 51-00-5103 |
| Total 18166:                              |         |                                   |              |            | 4,047.50   |       |        |            |
| Total HRS Water Consultants (851):        |         |                                   |              |            | 4,485.00   |       |        |            |
| Ilene Barlow (2001)                       |         |                                   |              |            |            |       |        |            |
| 6112021                                   |         |                                   |              |            |            |       |        |            |
| 6112021                                   | Invoice | Refund of overpayment on ticket   | 06/11/2021   | 06/30/2021 | 10.00      | Open  | 06/21  | 10-00-3550 |
| Total 6112021:                            |         |                                   |              |            | 10.00      |       |        |            |
| Total Ilene Barlow (2001):                |         |                                   |              |            | 10.00      |       |        |            |

| Invoice                                         | Type    | Description              | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|-------------------------------------------------|---------|--------------------------|--------------|------------|------------|-------|--------|------------|
| <b>JVA Incorporated (1110)</b>                  |         |                          |              |            |            |       |        |            |
| <b>92393</b>                                    |         |                          |              |            |            |       |        |            |
| 92393                                           | Invoice | Montane Booster Station  | 05/31/2021   | 06/30/2021 | 2,419.00   | Open  | 05/21  | 54-72-7320 |
| Total 92393:                                    |         |                          |              |            | 2,419.00   |       |        |            |
| <b>92421</b>                                    |         |                          |              |            |            |       |        |            |
| 92421                                           | Invoice | wwtp expansion project 2 | 05/31/2021   | 06/30/2021 | 8,568.20   | Open  | 05/21  | 55-72-7310 |
| Total 92421:                                    |         |                          |              |            | 8,568.20   |       |        |            |
| <b>92469</b>                                    |         |                          |              |            |            |       |        |            |
| 92469                                           | Invoice | Miner St ADA Ramps       | 05/31/2021   | 06/30/2021 | 3,518.00   | Open  | 05/21  | 23-00-5103 |
| Total 92469:                                    |         |                          |              |            | 3,518.00   |       |        |            |
| <b>92470</b>                                    |         |                          |              |            |            |       |        |            |
| 92470                                           | Invoice | On Call Civil            | 05/31/2021   | 06/30/2021 | 2,064.00   | Open  | 05/21  | 10-10-5103 |
| Total 92470:                                    |         |                          |              |            | 2,064.00   |       |        |            |
| Total JVA Incorporated (1110):                  |         |                          |              |            | 16,569.20  |       |        |            |
| <b>Marmac Water (2003)</b>                      |         |                          |              |            |            |       |        |            |
| <b>60036403</b>                                 |         |                          |              |            |            |       |        |            |
| 60036403                                        | Invoice | Sumaclear                | 06/21/2021   | 07/21/2021 | 1,598.15   | Open  | 06/21  | 51-00-6201 |
| Total 60036403:                                 |         |                          |              |            | 1,598.15   |       |        |            |
| Total Marmac Water (2003):                      |         |                          |              |            | 1,598.15   |       |        |            |
| <b>Mayberry &amp; Company (1666)</b>            |         |                          |              |            |            |       |        |            |
| <b>582</b>                                      |         |                          |              |            |            |       |        |            |
| 582                                             | Invoice | Single Audit             | 06/07/2021   | 07/07/2021 | 1,500.00   | Open  | 06/21  | 52-00-5102 |
| 582                                             | Invoice | Single Audit 2019        | 06/07/2021   | 07/07/2021 | 1,500.00   | Open  | 06/21  | 51-00-5102 |
| Total 582:                                      |         |                          |              |            | 3,000.00   |       |        |            |
| <b>583</b>                                      |         |                          |              |            |            |       |        |            |
| 583                                             | Invoice | 2020 Audit               | 06/07/2021   | 07/07/2021 | 4,250.00   | Open  | 06/21  | 10-20-5102 |
| 583                                             | Invoice | 2020 Audit               | 06/07/2021   | 07/07/2021 | 2,125.00   | Open  | 06/21  | 51-00-5102 |
| 583                                             | Invoice | 2020 Audit               | 06/07/2021   | 07/07/2021 | 2,125.00   | Open  | 06/21  | 52-00-5102 |
| Total 583:                                      |         |                          |              |            | 8,500.00   |       |        |            |
| Total Mayberry & Company (1666):                |         |                          |              |            | 11,500.00  |       |        |            |
| <b>Peak Performance Imaging Solutions (409)</b> |         |                          |              |            |            |       |        |            |
| <b>61831</b>                                    |         |                          |              |            |            |       |        |            |
| 61831                                           | Invoice | Copier Meter Bill        | 06/17/2021   | 07/02/2021 | 190.93     | Open  | 05/21  | 10-20-5309 |
| Total 61831:                                    |         |                          |              |            | 190.93     |       |        |            |
| <b>61827</b>                                    |         |                          |              |            |            |       |        |            |
| 61827                                           | Invoice | Copier Contract          | 06/18/2021   | 07/03/2021 | 85.00      | Open  | 05/21  | 10-30-5309 |
| Total 61827:                                    |         |                          |              |            | 85.00      |       |        |            |
| <b>61694</b>                                    |         |                          |              |            |            |       |        |            |
| 61694                                           | Invoice | Copier Rental            | 07/01/2021   | 07/16/2021 | 140.00     | Open  | 05/21  | 10-20-5309 |
| Total 61694:                                    |         |                          |              |            | 140.00     |       |        |            |



| Invoice                                         | Type    | Description               | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|-------------------------------------------------|---------|---------------------------|--------------|------------|------------|-------|--------|------------|
| Total Peak Performance Imaging Solutions (409): |         |                           |              |            | 415.93     |       |        |            |
| <b>Pitney Bowes (1758)</b>                      |         |                           |              |            |            |       |        |            |
| <b>1563X6092021</b>                             |         |                           |              |            |            |       |        |            |
| 1563X6092021                                    | Invoice | Postage                   | 06/09/2021   | 07/06/2021 | 158.99     | Open  | 05/21  | 10-20-5310 |
| Total 1563X6092021:                             |         |                           |              |            | 158.99     |       |        |            |
| Total Pitney Bowes (1758):                      |         |                           |              |            | 158.99     |       |        |            |
| <b>Quill Corporation (230)</b>                  |         |                           |              |            |            |       |        |            |
| <b>17269606</b>                                 |         |                           |              |            |            |       |        |            |
| 17269606                                        | Invoice | Stapler                   | 06/08/2021   | 07/08/2021 | 16.36      | Open  | 05/21  | 10-20-6010 |
| Total 17269606:                                 |         |                           |              |            | 16.36      |       |        |            |
| <b>17282053</b>                                 |         |                           |              |            |            |       |        |            |
| 17282053                                        | Invoice | Office supplies           | 06/08/2021   | 07/08/2021 | 85.55      | Open  | 05/21  | 10-20-6010 |
| Total 17282053:                                 |         |                           |              |            | 85.55      |       |        |            |
| Total Quill Corporation (230):                  |         |                           |              |            | 101.91     |       |        |            |
| <b>SAFEbuilt, LLC Lockbox #88135 (1041)</b>     |         |                           |              |            |            |       |        |            |
| <b>0077966</b>                                  |         |                           |              |            |            |       |        |            |
| 0077966                                         | Invoice | Code enforcement services | 05/31/2021   | 06/30/2021 | 1,600.00   | Open  | 05/21  | 10-22-5108 |
| Total 0077966:                                  |         |                           |              |            | 1,600.00   |       |        |            |
| Total SAFEbuilt, LLC Lockbox #88135 (1041):     |         |                           |              |            | 1,600.00   |       |        |            |
| <b>Sprint (750)</b>                             |         |                           |              |            |            |       |        |            |
| <b>126852313-234</b>                            |         |                           |              |            |            |       |        |            |
| 126852313-234                                   | Invoice | Cell phone Parks          | 06/08/2021   | 07/04/2021 | 31.52      | Open  | 05/21  | 10-60-5335 |
| 126852313-234                                   | Invoice | Cell phone Public Works   | 06/08/2021   | 07/04/2021 | 209.89     | Open  | 05/21  | 10-10-5335 |
| Total 126852313-234:                            |         |                           |              |            | 241.41     |       |        |            |
| Total Sprint (750):                             |         |                           |              |            | 241.41     |       |        |            |
| <b>The Home Depot Pro (1895)</b>                |         |                           |              |            |            |       |        |            |
| <b>622036333</b>                                |         |                           |              |            |            |       |        |            |
| 622036333                                       | Invoice | Toilet Paper              | 06/09/2021   | 07/09/2021 | 44.55      | Open  | 06/21  | 10-20-6010 |
| 622036333                                       | Invoice | Toilet Paper              | 06/09/2021   | 07/09/2021 | 44.55      | Open  | 06/21  | 10-30-6010 |
| 622036333                                       | Invoice | Toilet Paper              | 06/09/2021   | 07/09/2021 | 44.55      | Open  | 06/21  | 52-00-6010 |
| 622036333                                       | Invoice | Toilet Paper              | 06/09/2021   | 07/09/2021 | 133.65     | Open  | 06/21  | 10-60-6200 |
| Total 622036333:                                |         |                           |              |            | 267.30     |       |        |            |
| Total The Home Depot Pro (1895):                |         |                           |              |            | 267.30     |       |        |            |
| <b>USA Blue Book (376)</b>                      |         |                           |              |            |            |       |        |            |
| <b>638238</b>                                   |         |                           |              |            |            |       |        |            |
| 638238                                          | Invoice | PH sensors                | 06/18/2021   | 07/18/2021 | 1,201.01   | Open  | 06/21  | 52-00-5204 |
| Total 638238:                                   |         |                           |              |            | 1,201.01   |       |        |            |
| <b>638599</b>                                   |         |                           |              |            |            |       |        |            |
| 638599                                          | Invoice | Freight                   | 06/18/2021   | 07/18/2021 | 695.38     | Open  | 06/21  | 52-16-6005 |
| 638599                                          | Invoice | Grease Control Bacteria   | 06/18/2021   | 07/18/2021 | 399.95     | Open  | 06/21  | 52-16-6005 |
| 638599                                          | Invoice | Paint                     | 06/18/2021   | 07/18/2021 | 177.75     | Open  | 06/21  | 52-16-6005 |
| 638599                                          | Invoice | Paint                     | 06/18/2021   | 07/18/2021 | 177.75     | Open  | 06/21  | 52-16-6005 |
| 638599                                          | Invoice | Paint                     | 06/18/2021   | 07/18/2021 | 59.25      | Open  | 06/21  | 52-16-6005 |

| Invoice                    | Type    | Description                         | Invoice Date | Due Date   | Total Cost | Terms | Period | GL Account |
|----------------------------|---------|-------------------------------------|--------------|------------|------------|-------|--------|------------|
| Total 638599:              |         |                                     |              |            | 1,510.08   |       |        |            |
| Total USA Blue Book (376): |         |                                     |              |            | 2,711.09   |       |        |            |
| <b>VISA (1827)</b>         |         |                                     |              |            |            |       |        |            |
| <b>ADMIN 6032021</b>       |         |                                     |              |            |            |       |        |            |
| ADMIN 6032021              | Invoice | Frothy Cup for Council Retreat      | 06/03/2021   | 06/25/2021 | 87.51      | Open  | 05/21  | 10-20-5305 |
| ADMIN 6032021              | Invoice | Tommy Knocks Lunch for council      | 06/03/2021   | 06/25/2021 | 205.80     | Open  | 05/21  | 10-20-5305 |
| ADMIN 6032021              | Invoice | Two Brothers master plan kick off I | 06/03/2021   | 06/25/2021 | 59.45      | Open  | 05/21  | 10-20-5305 |
| ADMIN 6032021              | Invoice | Two Brothers transition meeting     | 06/03/2021   | 06/25/2021 | 61.70      | Open  | 05/21  | 10-20-5305 |
| ADMIN 6032021              | Invoice | W/WW Job Posting                    | 06/03/2021   | 06/25/2021 | 349.00     | Open  | 05/21  | 10-20-5313 |
| ADMIN 6032021              | Invoice | Zoom                                | 06/03/2021   | 06/25/2021 | 148.96     | Open  | 05/21  | 10-20-5108 |
| Total ADMIN 6032021:       |         |                                     |              |            | 912.42     |       |        |            |
| Total VISA (1827):         |         |                                     |              |            | 912.42     |       |        |            |
| <b>Xcel Energy (540)</b>   |         |                                     |              |            |            |       |        |            |
| <b>728763075</b>           |         |                                     |              |            |            |       |        |            |
| 728763075                  | Invoice | 980 CR 314                          | 04/20/2021   | 05/10/2021 | 3,477.58   | Open  | 05/21  | 52-00-6001 |
| Total 728763075:           |         |                                     |              |            | 3,477.58   |       |        |            |
| <b>736347304</b>           |         |                                     |              |            |            |       |        |            |
| 736347304                  | Invoice | 525 Montane                         | 06/17/2021   | 07/08/2021 | 10.93      | Open  | 05/21  | 10-10-6001 |
| Total 736347304:           |         |                                     |              |            | 10.93      |       |        |            |
| <b>736350423</b>           |         |                                     |              |            |            |       |        |            |
| 736350423                  | Invoice | 2916 Colorado                       | 06/17/2021   | 07/08/2021 | 210.10     | Open  | 05/21  | 10-30-6001 |
| Total 736350423:           |         |                                     |              |            | 210.10     |       |        |            |
| <b>736547141</b>           |         |                                     |              |            |            |       |        |            |
| 736547141                  | Invoice | 1101 Soda Creek                     | 06/18/2021   | 07/09/2021 | 27.66      | Open  | 05/21  | 10-10-6001 |
| Total 736547141:           |         |                                     |              |            | 27.66      |       |        |            |
| <b>736548222</b>           |         |                                     |              |            |            |       |        |            |
| 736548222                  | Invoice | Water Plant                         | 06/18/2021   | 07/09/2021 | 3,345.05   | Open  | 05/21  | 51-00-6001 |
| Total 736548222:           |         |                                     |              |            | 3,345.05   |       |        |            |
| Total Xcel Energy (540):   |         |                                     |              |            | 7,071.32   |       |        |            |
| Grand Totals:              |         |                                     |              |            | 195,071.17 |       |        |            |

## Report GL Period Summary

| GL Period     | Amount     |
|---------------|------------|
| 03/21         | 1,495.90   |
| 06/21         | 23,243.47  |
| 05/21         | 167,629.80 |
| 07/21         | 2,702.00   |
| Grand Totals: | 195,071.17 |



June 24, 2021

City of Idaho Springs  
Attn: Mayor and Council  
1711 Miner Street  
Idaho Springs, CO 80452

**RE: 1628 Virginia St. Final Development Plan**

Dear Mayor and Council,

I am writing this letter on behalf of the Clear Creek Economic Development Corporation (CCEDC) Board of Directors and Loan Committee regarding the June 14th decision turning down Resolution #8, Series 2021; A resolution conditionally approving a Final Development plan on the property known as 1628 Virginia St., Idaho Springs, Colorado, for a residential townhome project. Due to the extreme housing deficit, most specifically workforce housing, in Idaho Springs and Clear Creek County, we are especially concerned with and disappointed in your decision. It is our understanding that Blue Spruce Habitat for Humanity met all requirements in their plan.

Workforce housing is a top priority for the CCEDC, Clear Creek County, the business community, and the City of Idaho Springs. We have seen first hand how businesses are suffering as a result of the workforce shortage. I recently spoke with an individual employed in Georgetown who is living in her car behind the shop she works for. Businesses are putting up signs urging their customers to be patient with the few employees they have. This is currently a nationwide problem; however, is a problem we can assist with by providing housing opportunities for those wanting to live and work in our beautiful communities.

What is more, the CCEDC assisted with this project by providing a loan for the purchase of 1628 Virginia St. The CCEDC Board of Directors and Loan Committee believes in and is committed to the mission and vision of Blue Spruce Habitat for Humanity. Thus, we urge you to reverse your decision and approve the proposed Final Development Plan.

Please feel free to reach out to us with any questions at [president@clearcreekedc.org](mailto:president@clearcreekedc.org), 303-710-9218. Also note that Mayor Mike Hillman, CCEDC Chairman, has recused himself and is not represented in this letter.

Sincerely,

Lindsey Valdez, President & CEO  
Clear Creek Economic Development Corp.

xc: CCEDC Board of Directors  
CCEDC Loan Committee  
Kathleen O'leary, Executive Director, Blue Spruce Habitat for Humanity



# CITY OF IDAHO SPRINGS

## City Council Communication



**MEETING DATE:** JUNE 28, 2021

**REPORT DATE:** JUNE 14, 2021 **DRAFT**

**FROM:** JERAD CHIPMAN, COMMUNITY DEVELOPMENT PLANNER

**THROUGH:** ANDREW MARSH, CITY ADMINISTRATOR

**RE:** SLAYMAKER CELLARS  
COLORADO LIQUOR SALES ROOM REVIEW  
1535 MINER STREET

### **PROPOSAL:**

Slaymaker Cellars (the Applicant), is requesting to locate a liquor sales room to sell and allow for tastings of mead at 1535 Miner Street (the Property). The request has been submitted to the State of Colorado, which is requesting local review by the City of Idaho Springs Liquor Authority (City Council).

### **ROLE OF THE CITY COUNCIL:**

**The Council's Authority.** Per the Colorado Liquor Code, the local Liquor Authority is to review the request for any impacts to traffic, noise, or other neighborhood concerns. This report reviews those criteria and provides a recommendation per the Idaho Springs Municipal Code. Attached to this report is the application form and supporting documents detailing the business operation and internal layout.

### **BACKGROUND:**

**Property description and Zoning.** The Property is located within the Historic Downtown and has been previously utilized as retail commercial. The proposed use complies with the Zoning Ordinance.

**Proposed parking area.** As the use of the Property remains retail and there is not an increase in the building square footage, the current parking associated with the uses in the Historic District fulfills the parking requirements.

### **TRAFFIC, NOISE OR OTHER NEIGHBORHOOD CONCERNS:**

**Traffic.** As the site was previously utilized as retail and that underlying use is not proposed to change, it is staff opinion that the change in occupancy will not alter the current traffic patterns that are being experienced near the site.

**Noise.** The use is proposed to operate in a similar capacity to other retail uses in the historic district. As this is not a request for a pour license, the proposed use is less unlikely to significantly increase the noise level that is currently experienced in the Historic District of Miner Street.

**Neighborhood Concerns.** It is staff's opinion that re-occupying a retail space with a retail sales room that is proposing to offer tastings in a small, limited amount will provide minimal concerns from the Historic District Neighborhood.

#### **REFERRALS:**

The application was referred to the following, with specific comments noted.

- City Administrator – reviews all staff reports to City boards.
- City Attorney – reviews all staff reports to City boards.
- City Clerk
- Police Chief

#### **PUBLIC NOTICE:**

Because this is an application for a sales room only (in contrast with a new restaurant, bar or other full-service establishment) the local licensing authority review does not require public notice or a public hearing.

#### **PLANNING STAFF SUMMARY AND RECOMMENDATION:**

Staff recommends approval of the requested review by the local licensing authority (City of Idaho Springs).

#### **POTENTIAL MOTIONS**

##### **To Render a Decision:**

Based on the findings made on the record of this matter, I move to recommend **[APPROVAL – CONDITIONALLY APPROVAL - OR DENIAL]** of the liquor sales room for Slaymaker Cellars at 1535 Miner Street to the State Liquor Authority.

- If Conditional approval is recommended by the Council, the Council must then specify any/all condition(s).

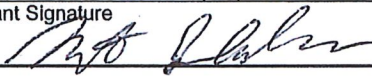
##### **To Continue the Matter:**

I move to continue this agenda item until **[insert a date certain]** for the purposes of **[explain why more time or what additional evidence is needed]**.



## Application for Colorado Liquor Sales Room

### Regulation 47-428, 1 C.C.R. 203-2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                      |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Malt Liquor <input checked="" type="checkbox"/> Limited Winery <input type="checkbox"/> Winery <input type="checkbox"/> Distillery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <input type="checkbox"/> Temporary (3 days or less) <input checked="" type="checkbox"/> Permanent                                                                                                                    |                                                        |
| 1. Name of Applicant exactly as it appears on your current Colorado Liquor License.<br><div style="text-align: center;">Slaymaker Cellars, PBC</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                      |                                                        |
| 2. Trade Name of Applicant<br><div style="text-align: center;">Slaymaker Cellars</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                      |                                                        |
| 3. State Sales Tax No.<br><div style="text-align: center;">42575040-0000</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Applicant Liquor License No.<br><div style="text-align: center;">03-12699</div>                                                                                                                                      |                                                        |
| 4. Business Address of Applicant (Number and Street)<br><div style="text-align: center;">2036 Virginia St</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | City<br><div style="text-align: center;">Idaho Springs</div>                                                                                                                                                         | State<br><div style="text-align: center;">CO</div>     |
| 5. Mailing Address (Number and Street)<br><div style="text-align: center;">PO Box 726</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | City<br><div style="text-align: center;">Idaho Springs</div>                                                                                                                                                         | State<br><div style="text-align: center;">CO</div>     |
| 6. Phone Number<br><div style="text-align: center;">720-432-0133</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 7. Email Address<br><div style="text-align: center;">kent@slaymakercellars.com</div>                                                                                                                                 |                                                        |
| 8. Sales Room Location (Full Address)<br><div style="text-align: center;">1535 Miner St, Idaho Springs, CO 80452</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 9. Dates of Events: From Date: _____ Time: _____ <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM<br>To Date: _____ Time: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM |                                                        |
| 10. Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted)<br><div style="text-align: center;">Randy Rogers</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                      |                                                        |
| 11. Renting/Leasing % Basis<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.                                                                                                                                          |                                                        |
| 13. Alcohol will be sold (check all that apply)<br><input type="checkbox"/> For on-premises consumption (if selected, please file this application with the Local Licensing Authority and the State Licensing Authority)<br><input checked="" type="checkbox"/> For off-premises consumption                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                      |                                                        |
| 14. The Sales Room Applicant affirms they have complied with local zoning restrictions?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                      |                                                        |
| 15. Additional Required Documents<br><input checked="" type="checkbox"/> Attach an outlined diagram of proposed premises<br><input checked="" type="checkbox"/> Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol.<br><input checked="" type="checkbox"/> Attach a copy of any contracts and/or operating agreements pertaining to the sales room.                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                      |                                                        |
| Local Licensing Authority Name<br><div style="text-align: center;">Town of Idaho Springs</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Date Application Copy Submitted to Local Licensing Authority<br><div style="text-align: center;">6/11/21</div>                                                                                                       |                                                        |
| <b>Oath of Applicant:</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor, Beer Code and Liquor Rules which affects my permit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                      |                                                        |
| Applicant Signature<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | Title<br><div style="text-align: center;">Owner</div>                                                                                                                                                                | Date<br><div style="text-align: center;">6/11/21</div> |
| <b>Notice to Local Licensing Authority</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                      |                                                        |
| <b>This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                      |                                                        |
| <input type="checkbox"/> Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.<br><input type="checkbox"/> If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify)<br><input type="checkbox"/> Issuance of this permit would violate local zoning laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                      |                                                        |
| For events lasting <u>three consecutive days or less</u> , the Local Licensing Authority has <b>ten (10) business days</b> to submit its determination to the State Licensing Authority.<br>For events lasting <u>four or more consecutive days</u> , the Local Licensing Authority has <b>forty-five (45) days</b> to submit its determination to the State Licensing Authority.<br>Local Licensing Authorities can send the approval via mail or email to dor_liqlicensing@state.co.us<br>If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority. |  |                                                                                                                                                                                                                      |                                                        |
| Licensing Authority Signature<br><input type="checkbox"/> Object <input type="checkbox"/> Do Not Object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Local Licensing Authority Contact Name<br>Phone Number                                                                                                                                                               |                                                        |

If the Local Licensing Authority objects to the sales room, provide a separate page with details of the objection.

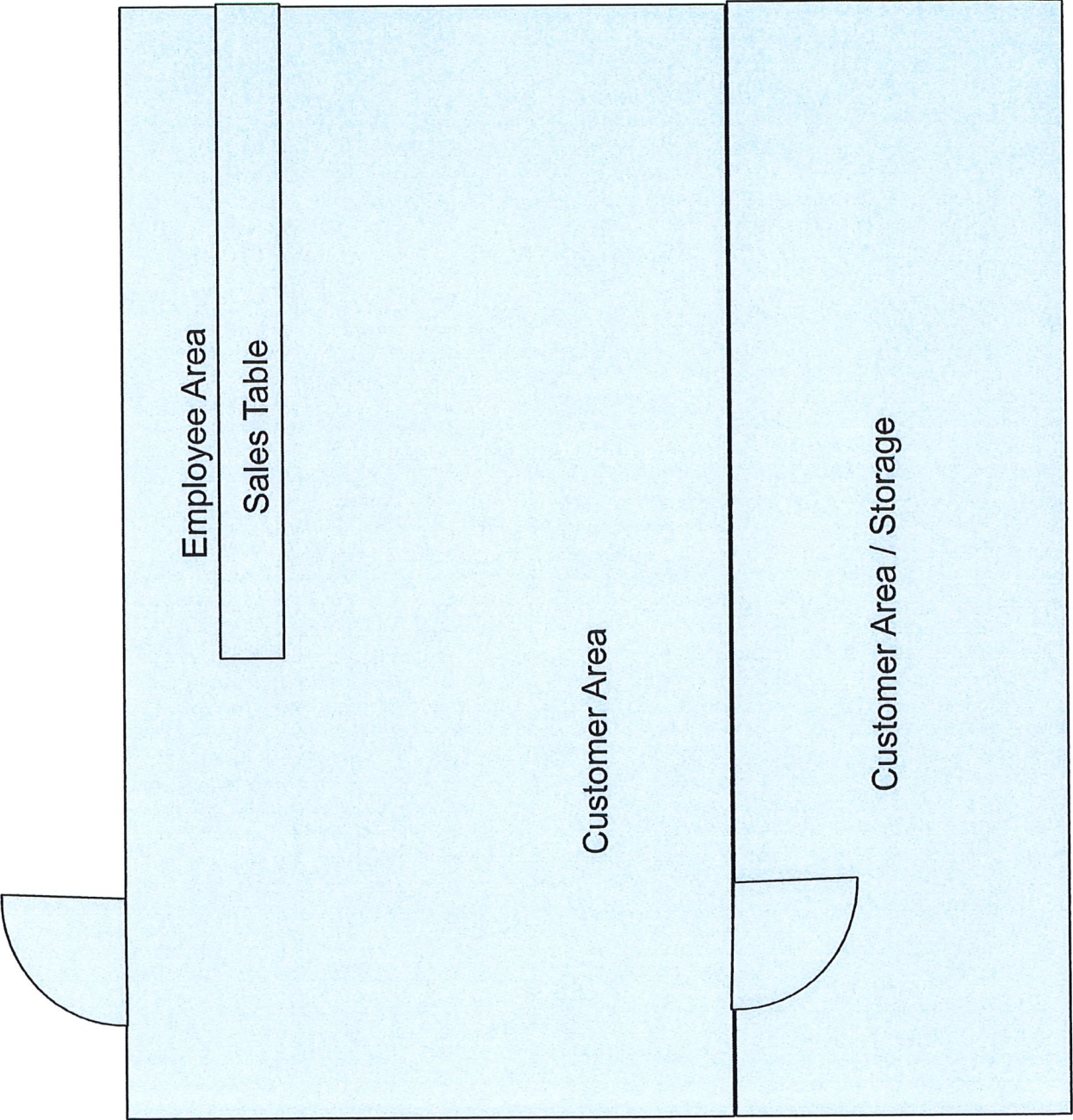




## 1535 Miner Street Premises Control Plan

1. All mead sales will be of closed bottles
2. There will be sampling of no more than .5oz per person
3. IDs will be checked on 100% of purchasers
4. Employees are trained to watch for adults who appear to be purchasing for minors and not to sell to them
5. Employees are trained to watch for customers who appear to be intoxicated and not to sell to them
6. The typical legal disclaimer sign will be on display (The one that says "It is illegal to purchase for minors....")
7. Customers will be informed that they cannot open the bottles on the premises

Slaymaker Cellars  
Sales Room  
1535 Miner St, Idaho Springs, CO 80452  
Diagram of Proposed Premises



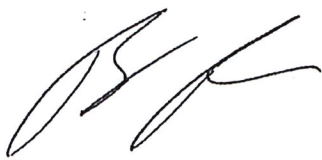
**Jack Salewski, CPA**

**Randy Rogers, EA**

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June 1, 2021

Slaymaker Cellars has permission to operate a Sales Room at 1535 Miner Street.

A handwritten signature in black ink, appearing to be 'Randy Rogers', written over a horizontal line.

Randy Rogers EA



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1697 Cole Blvd, Suite 200  
Lakewood, CO 80401

**SLAYMAKER CELLARS, PBC  
dba SLAYMAKER CELLARS  
2036 VIRGINIA STREET  
Idaho Springs CO 80452**

**ALCOHOL BEVERAGE LICENSE**

|                                              |                                                        |
|----------------------------------------------|--------------------------------------------------------|
| Liquor License Number<br><b>03-12699</b>     | License Expires at Midnight<br><b>January 06, 2022</b> |
| License Type<br><b>LIMITED WINERY</b>        |                                                        |
| Authorized Beverages<br><b>VINOUS LIQUOR</b> |                                                        |

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1697 Cole Blvd, Suite 200 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 1/26/2021 AJM

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

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

**Resolution No. 13, Series 2021**

**A RESOLUTION APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF IDAHO SPRINGS AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND CONCERNING TRAIL CONSTRUCTION AT VIRGINIA CANYON MOUNTAIN PARK**

**WHEREAS**, the City of Idaho Springs, Colorado (“City”) has applied for and has been awarded grant funds in the amount of \$100,000 from The State Board of the Great Outdoors Colorado (GOCO) Trust Fund for purposes of constructing trails at Virginia Canyon Mountain Park (VCMP); and

**WHEREAS**, GOCO has forwarded to the City a proposed form of Grant Agreement governing the terms and conditions of the grant, a provision of which requires the City to approve said agreement by Resolution; and

**WHEREAS**, the City Council now desires to approve the proposed form of Grant Agreement by Resolution and to authorize all things necessary to the execution and completion of the Agreement.

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

**Section 1.** The Grant Agreement between the City of Idaho Springs and the State Board of the Great Outdoors Colorado Trust Fund, concerning the construction of trails at VCMP, attached hereto and incorporated herein by this reference, is hereby approved. The City Administrator is hereby authorized and directed to execute the Grant Agreement and to perform such other acts as are necessary to accomplish its effectiveness.

**Section 2.** Should any one or more sections or provisions of this Resolution or of the Manual provisions adopted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution or the Manual, the intention being that the various sections and provisions are severable.

**Section 3.** Any and all Resolutions 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 Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

**RESOLVED, APPROVED, and ADOPTED** this 28<sup>th</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
Michael Hillman, Mayor

\_\_\_\_\_  
Diane Breece, City Clerk

## **GRANT AGREEMENT**

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Project Name: Virginia Canyon Mountain Park Trails  
Project Completion Date: September 30, 2022  
Great Outdoors Colorado  
Contract No.: 21113

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### **PARTIES TO AGREEMENT**

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund  
Address: 1900 Grant Street, Suite 725  
Denver, CO 80203

Telephone: (303) 226-4520  
Contact name: Matt Brady

Grantee: City of Idaho Springs  
Address: P.O. Box 907, Idaho Springs, CO 80452

Contact name: Jon Cain

Date: June 24, 2021

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### **EXHIBITS**

|           |                                                      |
|-----------|------------------------------------------------------|
| Exhibit A | Project Summary                                      |
| Exhibit B | Resolution                                           |
| Exhibit C | Approved Budget                                      |
| Exhibit D | Approved Workplan/Timeline                           |
| Exhibit E | Intergovernmental (or other) Agreement (if required) |



## RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. In 2020, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants for resilient communities projects. Grantee listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates the execution of the project entitled above and described in GOCO’s project summary (“Project Summary”), attached and incorporated as Exhibit A (“Project”). GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 11, 2021, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

C. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

## AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$100,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project in substantial conformity with the final plans, specifications, designs, and uses approved by GOCO. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 13 of this Agreement. Grantee has also completed a Workplan/Timeline that reflects Grantee's anticipated dates for completing all aspects of the Project, a copy of which is attached and incorporated as Exhibit D ("Workplan/Timeline"). The Project Application contains a budget and a workplan/timeline that may not match the approved versions attached as Exhibits C and D and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget and Workplan/Timeline in Exhibits C and D, respectively, shall control until such time as GOCO approves the final versions of both documents.

7. Property Ownership. All properties on which GOCO-funded projects are located must be owned by or under the control of the grant recipient for the useful life of the project. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding.

8. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

9. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project stated in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee has estimated a useful



life of 15 years in the Project Application. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 23 below.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

10. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Paragraph 9.A. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

11. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

12. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

## **SECTION 2 – GRANT PAYMENT**

13. Eligible Costs. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities and enlargement or renovation of existing facilities; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). The Grant and all



matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

14. Payment of Grant.

A. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ("Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed 50% of the Grant or the maximum percentage of funds GOCO can expend for the project to date based on the program's matching requirements, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

B. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ("Final Report"). The Project is "complete" when all facilities, trails, or other improvements included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ("Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

C. *GOCO Review.* GOCO shall have 30 days to review any Progress Report and Final Report and respond to Grantee.

D. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

E. *Modifications.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

F. *Net Lottery Proceeds.* Payment of the Grant is also subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

15. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, approved by GOCO and reflected in the Project Summary, without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, the Progress Report, the Final Report, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* The results of GOCO's review of the Progress Report or the Final Report are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment;

G. *Costs.* The Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced; or

H. *Property.* Title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.



### SECTION 3 – CONDITIONS PRECEDENT

16. Completion Date. Grantee shall complete the Project and submit its Final Report no later than September 30, 2022 (“Completion Date”). Grantee may request an extension of the Completion Date in compliance with GOCO’s *Overdue Grants* procedure, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the *Overdue Grants* procedure.

17. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee’s fulfillment of all terms and conditions of this Agreement to GOCO’s satisfaction in its sole discretion, including but not limited to the following:

A. Matching Funds. Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. GOCO Policies and Procedures. The Project must comply with all of GOCO’s policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

### SECTION 4 – OTHER PROVISIONS

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more signs at a prominent location(s) on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible



samples of its logo to Grantee for custom signs. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to completion of the Project. The Board may withhold Final Payment pending evidence of placement of permanent signage.

20. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend, and hold harmless GOCO, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state,

or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, operation, and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

22. Inspection. Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

23. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, including in the event that Grantee does not fulfill its obligations under Paragraph 9 due to lack of annual appropriations, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

24. GOCO Policies and Procedures. With regard to all named GOCO policies and procedures referenced in this Agreement, Grantee acknowledges it has received a copy of the policies and procedures or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

25. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.



B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or the State of Colorado.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

K. *Construction; Severability.* Each party has reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or



unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of \_\_\_\_\_.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
CITY OF IDAHO SPRINGS

By:

By:

Chris Castilian  
Executive Director

Title:

GOCO Program Staff:  
Route Grant Agreement to  
Executive Director for signature:

\*NOTE\* Signee should be the same  
individual authorized to sign the grant  
agreement per Grantee's resolution

EXHIBIT A  
Project Summary

## Project Summary

**Applicant:** City of Idaho Springs

**Project Title:** Virginia Canyon Mountain Park Trails

**County:** Clear Creek

**Funding Summary:**

|                                |                     |
|--------------------------------|---------------------|
| Matching Funds                 | \$1,173,537.00      |
| <b>GOCO Recommended Amount</b> | <b>\$100,000.00</b> |
| Total Project Cost             | \$1,273,537.00      |

**Project Description:** The City of Idaho Springs proposes to develop 10.04 miles of hiking and biking trail in Virginia Canyon Mountain Park. Idaho Springs residents have access to only one designated, formal hiking and biking trail, the Clear Creek Greenway. During pandemic-related shutdown orders, residents were restricted to recreational opportunities close to home with the nearest hiking trail located two miles from Idaho Springs in unincorporated Clear Creek County. Additionally, USA Today ranked Idaho Springs as the 13th most likely location in the whole country to experience the “hardest hit” from a COVID-related recession. Developing additional nature-based, outdoor recreation opportunities within a short distance of the Denver metro area will help disperse users and thereby reduce impacts from over-use and crowding.

**Reviewer Comments:**

- This is a considerable request but the development of this mountain park system will create a much needed economic development opportunity to the city and help alleviate user pressure on nearby parks.
- The partners should be commended for finding a workable solution to reduce wildlife impacts.



EXHIBIT B  
Resolution

EXHIBIT C  
Approved Budget

**Exhibit B**  
**Budget Form - Project** Virginia Canyon Mountain Park: Phase 1

| SOURCE OF FUNDS                                                                                                       | Date Secured |      |             |              | CPW Trails Grant Request [A] | Total Project Match [B]  | Total Funding (\$) [C] |                       |
|-----------------------------------------------------------------------------------------------------------------------|--------------|------|-------------|--------------|------------------------------|--------------------------|------------------------|-----------------------|
| CASH                                                                                                                  |              |      |             |              |                              |                          |                        |                       |
| GOCO - Resilient Communities Grant                                                                                    | TBD          |      |             |              | \$ 99,575.00                 |                          | \$ 99,575.00           |                       |
| Colorado Parks & Wildlife - Non-motorized                                                                             | 4/1/21       |      |             |              |                              | \$ 249,487.00            | \$ 249,487.00          |                       |
| City of Idaho Springs                                                                                                 | 10/1/20      |      |             |              |                              | \$ -                     | \$ -                   |                       |
| COMBA                                                                                                                 | 10/1/20      |      |             |              |                              | \$ -                     | \$ -                   |                       |
| IN-KIND                                                                                                               |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             |              |                              | \$ -                     | \$ -                   |                       |
| City of Idaho Springs                                                                                                 | 10/1/20      |      |             |              |                              | \$ 1,800.00              | \$ 1,800.00            |                       |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   |                       |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   |                       |
| <b>TOTAL SOURCES OF FUNDS</b>                                                                                         |              |      |             |              | <b>\$ 99,575.00</b>          | <b>\$ 251,287.00</b>     | <b>\$ 350,862.00</b>   |                       |
|                                                                                                                       |              |      |             |              |                              |                          |                        |                       |
| [CASH] Description of Work                                                                                            | Qty          | Unit | Unit Price  | Total (B*D)  | CPW Funds                    | Total Project Match (\$) | Total Funding (\$)     | Balance (should be 0) |
| <b>CATEGORY 1-Contracted Services</b> <small>Identify as: Youth Corps, Engineering, Contractor, etc.</small>          |              |      |             |              |                              |                          |                        |                       |
| Climbing Seg 1: Trail Head to Saddle 1 - Contractor                                                                   | 7920         | lf   | \$ 12.00    | \$ 95,040.00 | \$ -                         | \$ 95,040.00             | \$ 95,040.00           | 0                     |
| Climbing Seg 2: Saddle 1 to Saddle 2 - Contractor                                                                     | 5544         | lf   | \$ 8.00     | \$ 44,352.00 | \$ -                         | \$ 44,352.00             | \$ 44,352.00           | 0                     |
| Climbing Seg 3: Saddle 2 to Upper Landing - Contractor                                                                | 4535         | lf   | \$ 17.00    | \$ 77,095.00 | \$ -                         | \$ 77,095.00             | \$ 77,095.00           | 0                     |
| Corner Construction - Contractor                                                                                      | 22           | ea   | \$ 1,500.00 | \$ 33,000.00 | \$ -                         | \$ 33,000.00             | \$ 33,000.00           | 0                     |
| The Peak Hike: Saddle to Southern Overlook - Contractor                                                               | 1625         | lf   | \$ 7.00     | \$ 11,375.00 | \$ 11,375.00                 | \$ -                     | \$ 11,375.00           | 0                     |
| Buttermilk Summit Trail - Contractor                                                                                  | 6400         | lf   | \$ 13.00    | \$ 83,200.00 | \$ 83,200.00                 |                          | \$ 83,200.00           | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                                      |              |      |             |              |                              |                          |                        |                       |
| Construction Management - Consultants                                                                                 | 50           | hr   | \$ 100.00   | \$ 5,000.00  | \$ 5,000.00                  | \$ -                     | \$ 5,000.00            | 0                     |
| <b>CATEGORY 3-Materials/Supplies</b> <small>Identify as: Signs, crusherlines, native seed, weed barrier, etc.</small> |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          |                        | 0                     |
|                                                                                                                       |              |      |             |              |                              |                          |                        | 0                     |
| <b>Additional Categories</b>                                                                                          |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             | \$ -         |                              |                          | \$ -                   | 0                     |
| <b>USE OF FUNDS - CASH SUBTOTAL</b>                                                                                   |              |      |             |              | \$ 99,575.00                 | \$ 249,487.00            | \$ 349,062.00          |                       |
|                                                                                                                       |              |      |             |              |                              |                          |                        |                       |
| [IN-KIND] Description of Work                                                                                         | Qty          | Unit | Unit Price  | Total (B*D)  |                              |                          | Total Funding (\$)     | Balance (should be 0) |
| <b>Category 1 - Contracted Services</b>                                                                               |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             |              |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                                      |              |      |             |              |                              |                          |                        |                       |
| Grant Administration - City of Idaho Springs                                                                          | 40           | hr   | \$ 45.00    | \$ 1,800.00  |                              | \$ 1,800.00              | \$ 1,800.00            | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 3 - Materials/Tools</b>                                                                                   |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Additional Categories</b>                                                                                          |              |      |             |              |                              |                          |                        |                       |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                                       |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>IN-KIND SUBTOTAL</b>                                                                                               |              |      |             |              |                              | \$ 1,800.00              | \$ 1,800.00            |                       |
|                                                                                                                       |              |      |             |              |                              |                          |                        |                       |
| <b>TOTAL PROJECT COST</b>                                                                                             |              |      |             |              | \$ 99,575.00                 | \$ 251,287.00            | \$ 350,862.00          |                       |
| <b>10% REQUIRED MATCH</b>                                                                                             |              |      |             |              |                              | \$ 9,957.50              |                        |                       |



**Exhibit B**  
**Budget Form - Project** Virginia Canyon Mountain Park: Phase 1

| SOURCE OF FUNDS               | Date Secured |  |  |  | CPW Trails Grant Request [A] | Total Project Match [B] | Total Funding (\$) [C] |  |
|-------------------------------|--------------|--|--|--|------------------------------|-------------------------|------------------------|--|
| <b>CASH</b>                   |              |  |  |  |                              |                         |                        |  |
| Colorado Parks and Wildlife   | TBD          |  |  |  | \$ 249,487.00                |                         | \$ 249,487.00          |  |
| City of Idaho Springs         | 10/1/20      |  |  |  |                              | \$ 36,375.00            | \$ 36,375.00           |  |
|                               |              |  |  |  |                              |                         | \$ -                   |  |
|                               |              |  |  |  |                              |                         | \$ -                   |  |
| <b>IN-KIND</b>                |              |  |  |  |                              |                         |                        |  |
| COMBA                         | 10/1/20      |  |  |  |                              | \$ 52,296.00            | \$ 52,296.00           |  |
| City of Idaho Springs         | 10/1/20      |  |  |  |                              | \$ 1,800.00             | \$ 1,800.00            |  |
|                               |              |  |  |  |                              |                         | \$ -                   |  |
|                               |              |  |  |  |                              |                         | \$ -                   |  |
| <b>TOTAL SOURCES OF FUNDS</b> |              |  |  |  | \$ 249,487.00                | \$ 90,471.00            | \$ 339,958.00          |  |

| [CASH] Description of Work                                                                                    | Qty  | Unit | Unit Price  | Total (B*D)  | CPW Funds     | Total Project Match (\$) | Total Funding (\$) | Balance (should be 0) |
|---------------------------------------------------------------------------------------------------------------|------|------|-------------|--------------|---------------|--------------------------|--------------------|-----------------------|
| <b>CATEGORY 1-Contracted Services</b> <i>Identify as: Youth Corps, Engineering, Contractor, etc.</i>          |      |      |             |              |               |                          |                    |                       |
| Climbing Seg 1: Trail Head to Saddle 1 - Contractor                                                           | 7920 | lf   | \$ 12.00    | \$ 95,040.00 | \$ 95,040.00  |                          | \$ 95,040.00       | 0                     |
| Climbing Seg 2: Saddle 1 to Saddle 2 - Contractor                                                             | 5544 | lf   | \$ 8.00     | \$ 44,352.00 | \$ 44,352.00  |                          | \$ 44,352.00       | 0                     |
| Climbing Seg 3: Saddle 2 to Upper Landing - Contractor                                                        | 4535 | lf   | \$ 17.00    | \$ 77,095.00 | \$ 77,095.00  |                          | \$ 77,095.00       | 0                     |
| Corner Construction - Contractor                                                                              | 22   | ea   | \$ 1,500.00 | \$ 33,000.00 | \$ 33,000.00  | \$ -                     | \$ 33,000.00       | 0                     |
| The Peak Hike: Saddle to Southern Overlook - Contractor                                                       | 1625 | lf   | \$ 7.00     | \$ 11,375.00 |               | \$ 11,375.00             | \$ 11,375.00       | 0                     |
|                                                                                                               |      |      |             | \$ -         |               |                          | \$ -               | 0                     |
|                                                                                                               |      |      |             | \$ -         |               |                          | \$ -               | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                              |      |      |             |              |               |                          |                    |                       |
| Construction Management - Consultants                                                                         | 250  | hr   | \$ 100.00   | \$ 25,000.00 |               | \$ 25,000.00             | \$ 25,000.00       | 0                     |
| <b>CATEGORY 3-Materials/Supplies</b> <i>Identify as: Signs, crusherfines, native seed, weed barrier, etc.</i> |      |      |             |              |               |                          |                    |                       |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
|                                                                                                               |      |      |             |              |               |                          |                    | 0                     |
| <b>Additional Categories</b>                                                                                  |      |      |             |              |               |                          |                    |                       |
|                                                                                                               |      |      |             | \$ -         |               |                          | \$ -               | 0                     |
| <b>USE OF FUNDS - CASH SUBTOTAL</b>                                                                           |      |      |             |              | \$ 249,487.00 | \$ 36,375.00             | \$ 285,862.00      |                       |
| [IN-KIND] Description of Work                                                                                 | Qty  | Unit | Unit Price  | Total (B*D)  |               |                          | Total Funding (\$) | Balance (should be 0) |
| <b>Category 1 - Contracted Services</b>                                                                       |      |      |             |              |               |                          |                    |                       |
| Construction Contractor Management - COMBA                                                                    | 240  | hr   | \$ 100.00   | \$ 24,000.00 |               | \$ 24,000.00             | \$ 24,000.00       | 0                     |
| Trail Feature Construction - COMBA                                                                            | 2358 | lf   | \$ 12.00    | \$ 28,296.00 |               | \$ 28,296.00             | \$ 28,296.00       | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                              |      |      |             |              |               |                          |                    |                       |
| Grant Administration - City of Idaho Springs                                                                  | 40   | hr   | \$ 45.00    | \$ 1,800.00  |               | \$ 1,800.00              | \$ 1,800.00        | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
| <b>Category 3 - Materials/Tools</b>                                                                           |      |      |             |              |               |                          |                    |                       |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
|                                                                                                               |      |      |             | \$ -         |               | \$ -                     | \$ -               | 0                     |
| <b>IN-KIND SUBTOTAL</b>                                                                                       |      |      |             |              |               | \$ 54,096.00             | \$ 54,096.00       |                       |
| <b>TOTAL PROJECT COST</b>                                                                                     |      |      |             |              | \$ 249,487.00 | \$ 90,471.00             | \$ 339,958.00      |                       |
| <b>30% REQUIRED MATCH</b>                                                                                     |      |      |             |              |               | \$ 74,846.10             |                    |                       |

EXHIBIT D  
Approved Workplan/Timeline

## PRELIMINARY TIMELINE ESTIMATE

Using the table below, please provide a breakdown of project checkpoints and an estimate of their anticipated completion. Please reach out to discuss with your Program Officer if an alternative project timeline format is needed.

[illegible]



EXHIBIT E  
Intergovernmental (or other) Agreement (if required)

**CITY OF IDAHO SPRINGS**  
**County of Clear Creek**  
**State of Colorado**

**Resolution 14, Series 2021**

**A RESOLUTION APPROVING A PARKING LEASE WITH CLEAR CREEK SCHOOL DISTRICT LEASING TO THE CITY CERTAIN REAL PROPERTY FOR PUBLIC PARKING, TAILGATING AND PICNICKING**

**WHEREAS**, Clear Creek School District (“District”) is the owner of certain real property located within the City of Idaho Springs, Colorado (“City”) at Gold Digger Field, situated one block west of the intersection of 11<sup>th</sup> Avenue and Idaho Street (the “Property”); and

**WHEREAS**, the District intends to sell the property and no longer maintains the field for recreation; and

**WHEREAS**, the City would like to use the field for overflow public parking, tailgating and picnicking during the busy Independence Day holiday weekend pending, and the District is willing to permit such use from July 2, 2021 through July 5, 2021, subject to certain terms and conditions; and

**WHEREAS**, the City Council therefore desires to approve a Parking Lease with the District that sets forth the terms and conditions of the City’s use of the Property for parking, tailgating and picnicking purposes; and

**WHEREAS**, the City is expressly authorized to enter into such agreement by C.R.S. § 29-1-203.

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

**Section 1.** The Parking Lease between the City of Idaho Springs and the Clear Creek School District, leasing to the City certain real property for public parking, tailgating and picnicking, attached hereto and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized and directed to execute the same.

**Section 2.** City Staff is directed to take all steps necessary to effectuate the terms and purposes of the agreement approved hereby.

**PASSED, ADOPTED AND APPROVED** at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 28<sup>th</sup> day of June, 2021.

---

Michael Hillman, Mayor

ATTESTED AND CERTIFIED

---

Diane Breece, City Clerk



## **PARKING LEASE**

This Parking Lease is made and entered into by Clear Creek School District, P.O. Box 3399, Idaho Springs, CO 80452 ("District") and the City of Idaho Springs, P.O. Box 907, Idaho Springs, CO 80452 ("City").

The District desires to lease to the City and the City desires to lease from the District its Gold Digger Field (approximately 90,000 square feet) in Idaho Springs, CO 80452 (the "Premises", see Exhibit A) for the purposes of parking, tailgating and picnicking that is accessed from Idaho Street under the following terms and conditions:

I. **TERM.** The term of this Parking Lease ("Term") begins July 2, 2021 and ends July 5, 2021.

2. **RENT.** Rent for the Term shall be Zero Dollars (\$0). The parties agree that the economic benefits to the community at large and to the District resulting from this arrangement shall serve as adequate consideration for this Lease.

### **3. PARKING RIGHTS.**

a. City may use the Premises for the purposes of parking, tailgating and picnicking by the public, and for no other purpose.

b. City's right to use the Premises is limited to the hours of 6:30 a.m. to 2:30 a.m. The District shall have the right to have towed at owner's expense any vehicle parked on the Premises beyond such times.

c. City shall be responsible for and bear the expense of placement on the Premises of any signage, traffic control devices and fencing that may be necessary to implement the plan in Exhibit A.

4. **RIGHT TO CLOSE TEMPORARILY.** The District reserves the right to close the Premises or portions thereof for repairs, maintenance, or emergency. When closing the Premises, the District shall seek to avoid any inconveniences to the City.

5. **FORCE MAJEURE.** If (1) the Premises or any portion thereof is destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State or local levels, so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement, or (2) the use of the Premises by the City is prevented by acts of God, public enemies, civil riot, flood, drought, or any other cause beyond the reasonable control of the District, then this Agreement shall terminate upon at least five (5) days written notice, if practicable, to the other party that an event of Force Majeure has occurred and prevented performance by the party experiencing the event of Force Majeure. In the event of a termination by reason of Force Majeure, the District shall not be liable or responsible to the City for any damages caused thereby, and the City waives all claims against the District, its officials, employees and agents, for damages sustained by reason of such termination.

6. **NO DISTRICT RESPONSIBILITY FOR LOSS.** The City understands and expressly agrees that the District will not accept any vehicle in bailment or for safekeeping; nor shall the District be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature'. The City expressly acknowledges that the District does not assume any obligation to provide for the security of the Premises or to protect individuals using the Premises or property on it, and that the District does not warrant the suitability of the Premises for the City's intended use.

7. **INDEMNIFICATION.** The City shall defend, indemnify and hold harmless the District and its directors, employees, insurers, agents, and assigns, against any and all claims, causes of action, liability, or damages, including reasonable attorney's fees arising from or related to the City's use of the Premises. The City expressly agrees to bear responsibility for damage to District property resulting from or related to the City's use of the Premises. The City shall have no indemnification, defense or hold harmless obligations to the District arising out of the District's use of parking spaces or premises as referred to in Sections 3.e, or the District's closure of the premises or portions thereof as referred to in Paragraph 4, of this Lease.

8. **INSURANCE.** The City shall maintain commercial general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate and designating the District as an additional insured. The City shall provide the District a Certificate of Insurance evidencing such coverage and including a provision stating that the coverage listed thereon shall not be cancelled or materially modified without first giving the District at least thirty (30) days' advance notice of such cancellation or modification.

9. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:

a. Failure of the City to comply with any other item or condition of this Parking Lease, including any addenda or amendments hereto.

b. Failure of the District to provide notice of temporary closure that impacts or inconvenience's the City's use under this Lease.

c. Failure of the District to comply with Paragraph 4 of this Lease, including but not limited to closing the Premises for a period of longer than five consecutive days.

In the event of default under section 9.a. or 9.b. by the City, the District shall notify the City in writing, and the District may terminate this Agreement immediately upon notice to the City, without penalty or liability to the District. The District may cause property and automobiles to be removed at the owner's expense in order to re-take possession of the Premises hereby rented upon termination.

In the event of default under section 9.c. by the District, the District shall notify the District in writing, and the City may terminate this Agreement immediately upon notice to the District, without penalty or liability to the City.

10. **COVENANT TO MAINTAIN AND RETURN.** The City covenants with the District to keep the Premises in good order and to surrender possession of same upon termination of



this Parking Lease, in as good condition as when received (normal wear and tear excepted). Signage installed pursuant to section 3.c shall be removed upon request of the District.

**11. ENTIRE AGREEMENT/AMENDMENTS.** This Parking Lease constitutes the entire agreement between the parties, and supersedes any and all previous written agreements or representations between the parties. This Agreement may only be amended in writing signed by both parties.

**12. APPLICABLE LAW/VENUE.** This Agreement is made under the laws of the State of Colorado, and any disputes that arise under or related to this Agreement shall be governed by the laws of Colorado, without regard to conflict of law principles. Venue for any legal action involving this Agreement shall be in Clear Creek County, Colorado.

**13. ATTORNEY'S FEES.** If either party is required to file suit to collect any amount owed to it under this Parking Lease, the prevailing party shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.

**14. NOTICES.** Any notice under this Parking Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated in the first paragraph of page one of this Parking Lease. The parties' designated contact for communications concerning this Parking Lease (including communication after business hours for the City) is Andrew Marsh, [admin@idahospringsco.com](mailto:admin@idahospringsco.com), 303-567-4421 (after hours: 303-929-6410) for the City and Justin Watanabe [justin.watanabe@ccsdre1.org](mailto:justin.watanabe@ccsdre1.org), 303-567-3864 for the District (after hours : 720-519-6482).

**15. AGENT'S AUTHORIZATION.** The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

WHEREFORE, this Agreement is executed to be effective on the day and year first above written.

**CITY**

**DISTRICT**

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

\_\_\_\_\_

Printed Name: Michael Hillman

Printed Name: Justin Watanabe

Title: Mayor .

Director of Facilities & Maintenance

Clear Creek School District RE1

Date: \_\_\_\_\_

\_\_\_\_\_



Exhibit A



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

**Ordinance No. 11, Series 2021**

**AN ORDINANCE ZONING THE PROPERTY RECENTLY ANNEXED TO THE CITY AS THE "CEMETERY ANNEXATION TO THE CITY OF IDAHO SPRINGS" AS PARK AND RECREATION (P) UNDER THE CITY'S ZONING REGULATIONS**

**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 the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, the City recently annexed certain real property in unincorporated Clear Creek County into the City, known as the "Cemetery Annexation to the City of Idaho Springs" (the "Cemetery Property"); and

**WHEREAS**, the Cemetery Property was annexed by Ordinance No. 6, Series 2021, on second reading by the City Council on May 24, 2021; and

**WHEREAS**, upon annexing property, the City must bring the same under the City's zoning regulations within ninety (90) days; and

**WHEREAS**, the City Council finds that the Cemetery Property is currently and has historically been used for cemetery purposes, and that such use is desirable and appropriate for the property into the future; and

**WHEREAS**, the City Council further finds that zoning the Cemetery Property as Park and Recreation (P) under the City's zoning regulations would allow the property to be used only for cemetery, community gardening and other Park and Open Space purposes in the future, in the absence of a conditional use permit; and

**WHEREAS**, the Council finds that zoning the Cemetery Property as P is generally in conformity with the City's comprehensive plan, will preserve and promote property values in the area, will be in harmony and compatible with the surrounding land uses and present development in the area, and will generally promote the public welfare.

**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 adopted as findings and determinations of the Council.

**Section 2.** The zoning classification for the Property known as the Cemetery Annexation to the City of Idaho Springs, as more particularly and fully described and illustrated in **Exhibit A**, attached hereto and incorporated herein by reference, is hereby approved and established as Park and Recreation (P).



**Section 3.** The official zoning map of the City is hereby amended to incorporate therein the zoning classification established in Section 2, above. Except as expressly so amended, the said zoning map is readopted, ratified and confirmed in all respects.

**Section 4.** 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 5.** 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,** and public hearing scheduled, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 28<sup>th</sup> day of June, 2021.

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Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

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Diane Breece, City Clerk

**PASSED, ADOPTED AND APPROVED,** after publication, following the public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9<sup>th</sup> day of August, 2021.

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Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

---

Diane Breece, City Clerk



## **EXHIBIT A**

### **CEMETERY ANNEXATION TO THE CITY OF IDAHO SPRINGS**

**[Map also attached]**

#### **LEGAL DESCRIPTION:**

Portions of the Theobald Placer, U.S. Mineral Survey No. 16589, the Presley Jones Placer, U.S. Mineral Survey No. 299 and the J. J. Elliott Placer, U.S. Mineral Survey No. 2331, together with Government Lots 6, 7, 69 and 88 within Section 2, Township 4 South, Range 73 West of the 6<sup>th</sup> Principal Meridian, further described as follows:

Beginning at the Northeast Corner of said Government Lot 7;

thence S 00° 02' 12" E, along the East Line of said Lot 7, a distance of 1271.82 feet to the Southeast Corner of said Government Lot 7, also being the Center East Sixteenth Corner for said Section 2;

thence S 89° 11' 48" W, a distance of 1300.73 feet to the Southwest Corner of said Lot 7, also being the Center Quarter Corner for said Section 2;

thence S 89° 13' 48" W, along the South Line of said Government Lot 6, a distance of 1107.27 feet to a point at the intersection of Line 2-3 of the Extension East Lode, U.S. Mineral Survey No. 6143;

thence N 66° 15' 00" W, along said Line 2-3, a distance of 209.20 feet to a point at the intersection of the West line of said Government Lot 6;

thence N 00° 14' 54" E, along said west line, a distance of 146.28 feet to a point at the intersection of line 1-2 of the North Side Lode, U.S. Mineral Survey No. 16513;

thence N 66° 18' 54" W, along said line 1-2, a distance of 58.94 feet to a point at the intersection of the Southeasterly Line of Lot 31 of the Placer Valley Subdivision, also being a point on Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 577.02 feet to the Southeasterly Corner of Lot 36 of said Subdivision;

thence N 31° 33' 28" W, a distance of 97.07 feet to the Southwesterly Corner of that Portion of the J. J. Elliott Placer, U.S. Mineral Survey No. 2331 described in Book 584 at Pages 302 and 303 in the records of the Clear Creek County Clerk and Recorder, said Corner also being a point on Line 5-6 of said J. J. Elliott Placer;

thence N 65° 47' 44" E, along said Line 5-6, a distance of 255.17 feet to the Southeast Corner of that Portion of said Placer described in Book 734, at Pages 821 and 822 in said records;

thence N 31° 33' 28" W, along the Easterly Line of said Portion of said J. J. Elliott Placer, a distance of 179.73 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line and along the arc of a curve to the right with a radius of 3859.72 feet, with a central angle of 00° 43' 42" for an arc distance of 48.88 feet (the chord of this arc bears N 50° 48' 04" E, a distance of 48.88 feet to the Southwest Corner of that Portion of said J. J. Elliott Placer described in Book 449 at Page 396 in said records;

thence N 87° 34' 31" E, a distance of 441.01 feet;

thence N 51° 32' 52" E, a distance of 292.57 feet to Corner No. 1 of said J. J. Elliott Placer;

thence N 26° 27' 49" E, along line 1-2 of said J. J. Elliott Placer, a distance of 133.47 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line, on the arc of a curve to the left with a radius of 640.44 feet, with a central angle of 32° 27' 20" for an arc distance of 362.78 feet (the chord of this arc bears N 66° 57' 13" E, a distance of 357.95 feet to the Westerly Corner of Lot 64A of the Placer Valley Subdivision;

thence S 31° 33' 28" E, a distance of 88.45 feet to the Southerly Corner of said Lot 64A, said Corner being a point on Line 14-15 of said Presley Jones Placer;

thence N 58° 26' 32" E, a distance of 510.69 feet to the Westerly Corner of that Portion of said Theobald Placer described in Book 597 at Pages 394 and 395 in said records;

thence S 36° 00' 00" E, a distance of 231.79 feet to the Southerly Corner of that Portion of said Theobald Placer described in Book 426 at Page 291 in said records;

thence N 58° 30' 00" E, a distance of 191.77 feet to the Easterly Corner of that Portion of said Theobald Placer described in Book 476 at Page 585 in said records;

thence N 39° 39' 00" W, along the Northeasterly line of said Portion of the Theobald Placer, a distance of 233.62 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 312.23 feet to a point at the intersection of Line 1-2 of said Theobald Placer;

thence S 20° 11' 12" E, a distance of 270.29 feet to Corner No. 2 of said Theobald Placer;

thence S 22° 51' 06" W. along Line 2-3 of said Placer, a distance of 311.59 feet to Corner 3 of said Placer;

thence S 89° 49' 18" W, along line 3-4 of said Placer, a distance of 857.16 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence S 58° 26' 32" W, along said Line 14-15, a distance of 22.58 feet to a point at the intersection of the North line of Government Lot 7 of Section 2, Township 4 South, Range 73 West;

thence N 89° 35' 48" E, along said North line, a distance of 981.33 feet to the Point of Beginning, containing 66.45 acres, more or less.

NOTE: The bearings and distances used in these legal descriptions were taken from or calculated from the most current surveys of the subject properties including the Bureau of Land Management's Dependent Resurvey of Section 2, T4S, R73W.

These newly created legal descriptions were prepared by:

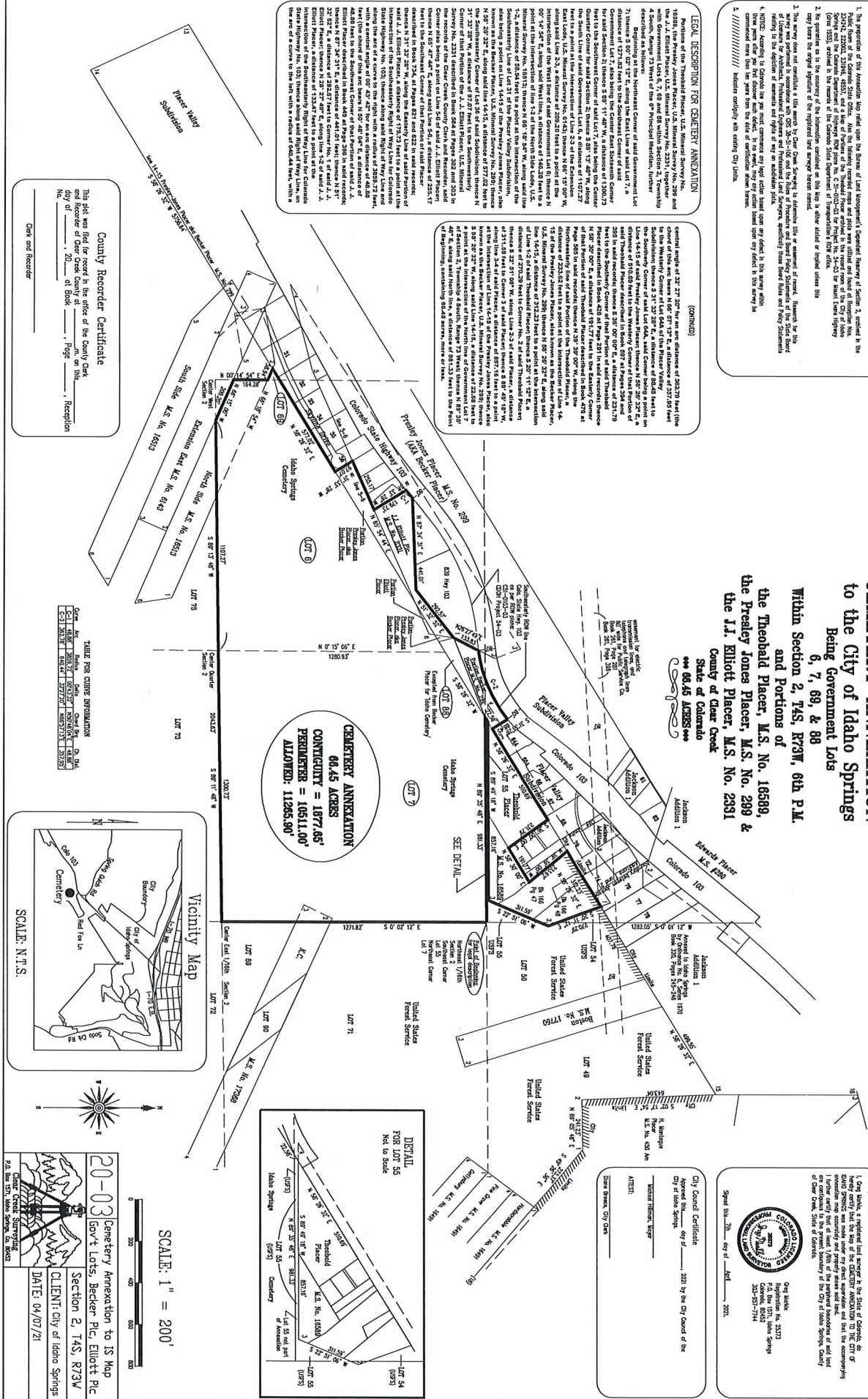
Greg Markle, LS 25373  
P.O. Box 1571, Idaho Springs  
Colorado, 80452  
303-957-7744  
04/07/21



1. The Department of Australian Army placed upon the Bureau of Land Management's (Department) Strategy to Solicit 2, a written copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992.
2. The Department of Australian Army placed upon the Bureau of Land Management's (Department) Strategy to Solicit 2, a written copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992.
3. The Department of Australian Army placed upon the Bureau of Land Management's (Department) Strategy to Solicit 2, a written copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992.
4. The Department of Australian Army placed upon the Bureau of Land Management's (Department) Strategy to Solicit 2, a written copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992.
5. The Department of Australian Army placed upon the Bureau of Land Management's (Department) Strategy to Solicit 2, a written copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992, and a copy of the Department's Strategy to Solicit 2, dated 1992.

[illegible][illegible]

\*\*\* 66.45 ACRES \*\*\*



CITY OF IDAHO SPRINGS  
COMBINED CASH INVESTMENT  
MAY 31, 2021

COMBINED CASH ACCOUNTS

|            |                                |              |
|------------|--------------------------------|--------------|
| 01-00-1110 | OPERATING CHECKING -0056       | ( 48,214.41) |
| 01-00-1111 | MONEY MARKET -3504             | 3,432,021.40 |
| 01-00-1115 | EVERGREEN NAT'L-- PR CKG -2114 | 23,386.88    |
| 01-00-1117 | COLOTRUST--GENERAL -8001       | 480,623.44   |
| 01-00-1118 | COLOTRUST--RAMP FUND -8002     | 202,096.86   |
| 01-00-1119 | CSAFE--GENERAL -97-01          | 3,076,313.66 |
| 01-00-1120 | CSAFE STEET BONDS -97-02       | 325,199.76   |
| 01-00-1177 | CASH CLEARING - CREDIT CARDS   | 18,668.90    |

TOTAL COMBINED CASH 7,510,096.49

01-00-1000 CASH ALLOCATED TO OTHER FUNDS ( 7,510,096.49)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

|    |                                             |                 |
|----|---------------------------------------------|-----------------|
| 10 | ALLOCATION TO GENERAL FUND                  | 1,548,758.93    |
| 15 | ALLOCATION TO HANSEN'S CEMETERY TRUST FUND  | 9,415.81        |
| 16 | ALLOCATION TO CEMETERY FUND                 | 101,557.67      |
| 20 | ALLOCATION TO RAMP FUND (COLORADO BLVD)     | 741,851.43      |
| 21 | ALLOCATION TO IMPROVEMENT FUND              | 2,327,158.48    |
| 22 | ALLOCATION TO CONSERVATION TRUST FD LOTTERY | 73,012.42       |
| 23 | ALLOCATION TO 1% STREET SALES TAX           | 1,510,997.29    |
| 51 | ALLOCATION TO WATER FUND                    | 904,423.28      |
| 52 | ALLOCATION TO WASTEWATER FUND               | 3,703,287.90    |
| 53 | ALLOCATION TO STORM WATER FUND              | 13,420.61       |
| 54 | ALLOCATION TO WATER FUND CIP                | 64,076.81       |
| 55 | ALLOCATION TO WASTEWATER CIP                | ( 3,495,283.85) |
| 71 | ALLOCATION TO POLICE PENSION FUND           | 7,419.71        |

TOTAL ALLOCATIONS TO OTHER FUNDS 7,510,096.49

ALLOCATION FROM COMBINED CASH FUND - 01-00-1000 ( 7,510,096.49)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021  
  
GENERAL FUND

ASSETS

|            |                           |              |              |
|------------|---------------------------|--------------|--------------|
| 10-00-1000 | CASH - COMBINED FUND      | 1,548,758.93 |              |
| 10-00-1113 | PETTY CASH                | 4,294.12     |              |
| 10-00-1120 | CASH W/COUNTY TREASURER   | 8,195.26     |              |
| 10-00-1150 | A/R-BILLED ACCOUNTS       | 17,227.94    |              |
| 10-00-1165 | OTHER RECEIVABLES         | 232,930.52   |              |
| 10-00-1167 | PROPERTY TAXES RECEIVABLE | 178,537.66   |              |
| 10-00-1275 | 2005 ADVANCE DUE FR WF    | 73,882.32    |              |
| 10-00-1276 | 2005 ADVANCE DUE FR WWF   | ( 2,328.98)  |              |
|            |                           |              |              |
|            | TOTAL ASSETS              |              | 2,061,497.77 |

LIABILITIES AND EQUITY

LIABILITIES

|            |                              |              |            |
|------------|------------------------------|--------------|------------|
| 10-00-2015 | ACCRUED PAYROLL PAYABLE      | 54,165.40    |            |
| 10-00-2020 | ACCOUNTS PAYABLE             | 79,783.91    |            |
| 10-00-2060 | COURT BONDS                  | 2,400.00     |            |
| 10-00-2120 | DEFERRED PROPERTY TAXES      | 178,537.66   |            |
| 10-00-2220 | FICA PAYABLE                 | ( 149.10)    |            |
| 10-00-2221 | MEDICARE PAYABLE             | ( 34.87)     |            |
| 10-00-2222 | FEDERAL WITHHOLDINGS PAYABLE | ( 107.55)    |            |
| 10-00-2223 | STATE WITHHOLDINGS PAYABLE   | 2,019.00     |            |
| 10-00-2230 | HEALTH INSURANCE PAYABLE     | 3,400.00     |            |
| 10-00-2231 | DENTAL INSURANCE PAYABLE     | 64.00        |            |
| 10-00-2234 | FPPA CONTRIBUTIONS PAYABLE   | ( 6.37)      |            |
| 10-00-2236 | UNEMPLOYMENT PAYABLE         | 871.59       |            |
| 10-00-2237 | MISC PAYROLL PAYABLE         | ( 248.26)    |            |
| 10-00-2239 | VISION - PAYABLE             | 20.00        |            |
| 10-00-2401 | DEVELOPER LIABILITIES        | ( 61,846.42) |            |
|            |                              |              |            |
|            | TOTAL LIABILITIES            |              | 258,868.99 |

FUND EQUITY

|            |                                 |              |              |
|------------|---------------------------------|--------------|--------------|
| 10-00-2600 | FUND BALANCE                    | 1,820,374.25 |              |
|            |                                 |              |              |
|            | UNAPPROPRIATED FUND BALANCE:    |              |              |
|            | REVENUE OVER EXPENDITURES - YTD | ( 17,745.47) |              |
|            |                                 |              |              |
|            | BALANCE - CURRENT DATE          | ( 17,745.47) |              |
|            |                                 |              |              |
|            | TOTAL FUND EQUITY               |              | 1,802,628.78 |
|            |                                 |              |              |
|            | TOTAL LIABILITIES AND EQUITY    |              | 2,061,497.77 |



CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                           | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET    | PCNT |
|-------------------------------------------|------------------|------------------|---------------|------------|-----------|------|
| <u>PROPERTY, SALES &amp; USE TAXES</u>    |                  |                  |               |            |           |      |
| 10-00-3110 PROPERTY TAXES                 | 91,889.85        | 99,337.22        | 39,029.27     | 114,920.82 | 180,000   | 63.8 |
| 10-00-3120 SPECIFIC OWNERSHIP TAX         | 6,246.21         | 7,312.19         | 1,771.17      | 8,634.80   | 16,000    | 54.0 |
| 10-00-3130 SALES TAX (1/2)                | 538,165.62       | 556,816.14       | 146,521.85    | 642,130.71 | 1,500,000 | 42.8 |
| 10-00-3135 BUILDING USE TAX (2/3)         | 24,355.66        | 28,003.35        | 2,245.57      | 35,104.33  | 60,000    | 58.5 |
| 10-00-3136 MOTOR VEHICLE USE TAX          | .00              | .00              | 4,584.74      | 4,584.74   | 0         | .0   |
| 10-00-3182 FRANCHISE-PUBLIC SERVICE       | 36,899.94        | 33,841.59        | 7,345.30      | 38,610.09  | 72,000    | 53.6 |
| 10-00-3183 FRANCHISE-COMCAST              | 6,329.58         | 6,058.84         | 2,971.54      | 6,153.08   | 18,000    | 34.2 |
| 10-00-3184 FRANCHISE-QWEST/CENTURYLINK    | 738.00           | 651.00           | .00           | 582.00     | 900       | 64.7 |
| TOTAL PROPERTY, SALES & USE TAXES         | 704,624.86       | 732,020.33       | 204,469.44    | 850,720.57 | 1,846,900 | 46.1 |
| <u>LICENSES &amp; PERMITS</u>             |                  |                  |               |            |           |      |
| 10-00-3211 LIQUOR LICENSE                 | 5,225.00         | 1,916.25         | 200.00        | 3,616.25   | 8,000     | 45.2 |
| 10-00-3216 BUSINESS LICENSE               | 6,217.50         | 5,410.00         | 187.50        | 4,909.00   | 16,000    | 30.7 |
| 10-00-3221 BUILDING PERMITS               | 56,643.75        | 21,188.02        | 6,539.88      | 20,562.09  | 75,000    | 27.4 |
| 10-00-3222 CONTRACTOR'S LICENSE           | 2,200.00         | 3,300.00         | 900.00        | 4,300.00   | 7,000     | 61.4 |
| 10-00-3225 FINGERPRINTS                   | .00              | .00              | .00           | .00        | 100       | .0   |
| 10-00-3227 REPORTS/COPIES/FAX             | 455.75           | 436.50           | 48.75         | 662.25     | 1,000     | 66.2 |
| 10-00-3229 OTHER LICENSES/PERMITS         | 4,525.00         | 7,125.00         | 1,575.00      | 6,050.00   | 20,000    | 30.3 |
| 10-00-3240 PLAN REVIEW/COMMISSION FEES    | 100.00           | 53.52            | 189.70        | 289.70     | 2,000     | 14.5 |
| TOTAL LICENSES & PERMITS                  | 75,367.00        | 39,429.29        | 9,640.83      | 40,389.29  | 129,100   | 31.3 |
| <u>OTHER TAXES</u>                        |                  |                  |               |            |           |      |
| 10-00-3301 MOTOR VEHICLE REG. FEES        | 3,264.69         | 3,076.83         | 931.61        | 3,243.35   | 8,000     | 40.5 |
| 10-00-3304 MARIJUANA SPECIAL SALES TAX    | 28,944.92        | 27,367.63        | 7,270.94      | 32,608.38  | 75,000    | 43.5 |
| 10-00-3305 STATE SHARED CIGARETTE TAX     | 2,141.25         | 2,242.99         | 433.15        | 2,673.34   | 5,500     | 48.6 |
| 10-00-3306 COUNTY ROAD & BRIDGE TAX       | 25,536.15        | 30,817.95        | .00           | 35,942.24  | 75,000    | 47.9 |
| 10-00-3307 SEVERENCE TAX                  | .00              | .00              | .00           | .00        | 50,000    | .0   |
| 10-00-3309 HIGHWAY USERS TAX              | 27,416.41        | 25,919.59        | 5,423.36      | 23,555.46  | 70,000    | 33.7 |
| 10-00-3380 OPERATIONAL GRANTS             | .00              | 15,000.00        | .00           | .00        | 15,000    | .0   |
| TOTAL OTHER TAXES                         | 87,303.42        | 104,424.99       | 14,059.06     | 98,022.77  | 298,500   | 32.8 |
| <u>NOTES RECEIVABLE W/WWW500K</u>         |                  |                  |               |            |           |      |
| 10-00-3400 INT EARNED ON ADVS TO OTHER FD | .00              | .00              | .00           | .00        | 16,450    | .0   |
| TOTAL NOTES RECEIVABLE W/WWW500K          | .00              | .00              | .00           | .00        | 16,450    | .0   |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                        | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL   | BUDGET    | PCNT   |
|----------------------------------------|------------------|------------------|---------------|--------------|-----------|--------|
| <u>FINES</u>                           |                  |                  |               |              |           |        |
| 10-00-3550 FINES                       | 64,765.00        | 46,081.50        | 5,136.00      | 25,282.00    | 140,000   | 18.1   |
| 10-00-3555 PARKING FINES               | 3,390.00         | 5,895.00         | 680.00        | 2,585.00     | 15,000    | 17.2   |
| TOTAL FINES                            | 68,155.00        | 51,976.50        | 5,816.00      | 27,867.00    | 155,000   | 18.0   |
| <u>MISCELLANEOUS</u>                   |                  |                  |               |              |           |        |
| 10-00-3601 INTEREST EARNED             | 11,304.54        | 5,672.18         | 74.28         | 321.12       | 14,000    | 2.3    |
| 10-00-3602 ARGO MINE/DEVELOPER ACCOUNT | .00              | 2,000.00         | 1,000.00      | 1,800.00     | 5,000     | 36.0   |
| 10-00-3603 DEVELOPER ACCOUNT PAYMENTS  | 800.00           | .00              | 317.50        | 6,004.53     | 0         | .0     |
| 10-00-3604 DONATIONS                   | .00              | 25,000.00        | .00           | .00          | 0         | .0     |
| 10-00-3610 CEMETERY FEES               | 1,500.00         | 1,400.00         | .00           | 1,500.00     | 2,500     | 60.0   |
| 10-00-3620 LEASES/RENT                 | 30,780.90        | 26,607.45        | 4,994.22      | 27,221.10    | 70,000    | 38.9   |
| 10-00-3680 REIMBURSEMENT/REFUNDS       | 4,961.21         | 4,112.91         | 872.00        | 198,541.98   | 15,000    | 1323.6 |
| 10-00-3690 MISCELLANEOUS REVENUE       | 3,135.62         | 4,661.96         | 1,165.59      | 2,910.75     | 25,000    | 11.6   |
| 10-00-3691 CONVENIENCE FEES            | 3,755.00         | 3,955.00         | 1,052.00      | 4,389.00     | 10,000    | 43.9   |
| 10-00-3695 SALE OF EQUIPMENT           | 37,215.00        | .00              | .00           | .00          | 0         | .0     |
| TOTAL MISCELLANEOUS                    | 93,452.27        | 73,409.50        | 9,475.59      | 242,688.48   | 141,500   | 171.5  |
| TOTAL FUND REVENUE                     | 1,028,902.55     | 1,001,260.61     | 243,460.92    | 1,259,688.11 | 2,587,450 | 48.7   |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                        | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT  |
|----------------------------------------|------------------|------------------|---------------|------------|---------|-------|
| <u>STREETS EXPENDITURES</u>            |                  |                  |               |            |         |       |
| 10-10-4102 SALARIES                    | 16,704.00        | 19,241.92        | 3,779.20      | 20,735.92  | 49,125  | 42.2  |
| 10-10-4103 HOURLY                      | 51,723.16        | 60,655.04        | 12,280.42     | 63,931.59  | 130,055 | 49.2  |
| 10-10-4104 OVERTIME                    | 1,693.77         | 988.80           | 604.78        | 1,098.15   | 3,596   | 30.5  |
| 10-10-4201 FICA                        | 4,199.53         | 4,839.97         | 992.49        | 5,083.14   | 11,039  | 46.1  |
| 10-10-4202 MEDICARE                    | 982.15           | 1,132.01         | 232.10        | 1,188.80   | 2,581   | 46.1  |
| 10-10-4203 HEALTH INS.                 | 8,594.21         | 10,313.04        | 2,359.57      | 10,363.37  | 26,030  | 39.8  |
| 10-10-4204 LIFE INS.                   | 115.78           | 131.71           | 26.44         | 131.71     | 316     | 41.7  |
| 10-10-4205 DEFERRED COMP               | 1,427.04         | 1,967.71         | 379.14        | 2,076.57   | 4,817   | 43.1  |
| 10-10-4206 UNEMPLOYMENT                | 210.48           | 242.75           | 50.00         | 255.96     | 581     | 44.1  |
| 10-10-4209 DENTAL INSURANCE            | 569.30           | 534.84           | 115.16        | 571.79     | 1,280   | 44.7  |
| 10-10-5101 LEGAL                       | .00              | .00              | .00           | .00        | 500     | .0    |
| 10-10-5103 ENGINEERING                 | 594.72           | .00              | 2,064.00      | 8,318.00   | 10,000  | 83.2  |
| 10-10-5107 SURVEY                      | .00              | 4,000.00         | .00           | .00        | 1,500   | .0    |
| 10-10-5108 OTHER PROFESSIONAL SERVICES | 3,238.80         | 5,663.00         | 1,156.08      | 7,539.34   | 7,500   | 100.5 |
| 10-10-5202 DISPOSAL-TRASH              | 45.00            | 36.50            | .00           | .00        | 500     | .0    |
| 10-10-5207 MAINT./REPAIRS-SERVICES     | 1,738.57         | 2,185.27         | .00           | 1,948.65   | 5,000   | 39.0  |
| 10-10-5208 MAINT./REPAIRS-BUILDING     | 479.28           | 341.08           | .00           | 262.00     | 1,500   | 17.5  |
| 10-10-5212 TRAINING                    | .00              | .00              | .00           | .00        | 500     | .0    |
| 10-10-5213 MEDICAL                     | 60.00            | .00              | .00           | 60.00      | 250     | 24.0  |
| 10-10-5215 EMPLOYEE INCENTIVE          | .00              | 5.00             | .00           | .00        | 1,500   | .0    |
| 10-10-5300 CIRSA W/C INSURANCE         | 4,930.26         | 5,152.25         | .00           | 6,274.39   | 11,000  | 57.0  |
| 10-10-5301 CIRSA P/C INSURANCE         | 9,325.48         | 9,993.60         | .00           | 9,321.48   | 20,000  | 46.6  |
| 10-10-5303 TELEPHONE                   | 1,353.84         | 453.00           | 294.14        | 739.49     | 1,200   | 61.6  |
| 10-10-5304 DUES & PUBLICATIONS         | .00              | .00              | .00           | .00        | 350     | .0    |
| 10-10-5305 TRAVEL & MEALS              | .00              | .00              | .00           | .00        | 50      | .0    |
| 10-10-5306 EQUIPMENT RENTAL            | 377.14           | .00              | .00           | .00        | 1,000   | .0    |
| 10-10-5310 POSTAGE                     | 452.50           | .00              | .00           | .00        | 500     | .0    |
| 10-10-5313 ADVERTISING                 | 445.80           | .00              | .00           | .00        | 250     | .0    |
| 10-10-5314 INSURANCE CLAIMS            | 5,191.91         | 4,529.40         | 1,000.00      | 3,500.00   | 5,000   | 70.0  |
| 10-10-5330 COMMUNICATION EQUIPMENT     | .00              | 44.97            | .00           | .00        | 100     | .0    |
| 10-10-5335 CELL/INTERNET SERVICE       | 2,017.76         | 1,463.67         | 522.72        | 1,461.19   | 3,200   | 45.7  |
| 10-10-6001 ELECTRICITY & GAS           | 38,162.28        | 28,126.78        | 5,274.20      | 31,595.43  | 75,000  | 42.1  |
| 10-10-6007 MATERIALS/SUPPLIES/EQUIP    | 5,724.41         | 3,651.05         | 984.09        | 1,399.09   | 6,500   | 21.5  |
| 10-10-6010 MATERIALS/SUPPLIES/OFFICE   | 570.59           | 1,015.01         | 4.78          | 576.42     | 2,000   | 28.8  |
| 10-10-6012 GAS/OIL-EQUIPMENT           | 302.53           | 525.85           | .00           | .00        | 1,200   | .0    |
| 10-10-6020 TOOLS                       | 238.71           | 658.34           | 281.77        | 1,369.10   | 2,000   | 68.5  |
| 10-10-6022 SAFETY ITEMS                | 70.99            | .00              | .00           | 35.99      | 1,000   | 3.6   |
| 10-10-6040 OCCUPATIONAL EQUIP/SAFETY   | 488.70           | 229.08           | 150.00        | 626.07     | 1,200   | 52.2  |
| 10-10-6050 WATER/SEWER                 | 425.10           | 859.28           | .00           | 757.12     | 3,000   | 25.2  |
| 10-10-6085 STREET LAMPS                | .00              | .00              | .00           | .00        | 1,000   | .0    |
| 10-10-6091 SIGNS                       | 5,993.79         | 949.05           | .00           | 2,184.54   | 3,000   | 72.8  |
| 10-10-6093 PAINT                       | .00              | 1,473.28         | 29.95         | 571.15     | 1,800   | 31.7  |
| 10-10-6095 SAND/GRAVEL                 | .00              | .00              | .00           | .00        | 2,000   | .0    |
| 10-10-6096 ASPHALT/CURB & GUTTER-R&M   | .00              | 929.15           | .00           | 875.00     | 25,000  | 3.5   |
| 10-10-6097 DOWNTOWN PAVERS             | .00              | .00              | .00           | .00        | 150     | .0    |
| 10-10-6098 TREE TRIMMING               | .00              | .00              | .00           | .00        | 3,000   | .0    |
| 10-10-6099 SALTED SAND                 | 9,530.96         | 3,430.83         | .00           | .00        | 15,000  | .0    |
| 10-10-6150 FLEET MAINT                 | 3,370.24         | 1,821.30         | 59.01         | 2,507.83   | 6,000   | 41.8  |
| 10-10-6191 FLEET FUEL                  | 5,350.45         | 3,938.40         | 1,168.77      | 5,889.26   | 10,000  | 58.9  |
| 10-10-6192 FLEET TIRES                 | 221.27-          | 876.81           | .00           | 915.92     | 4,000   | 22.9  |
| 10-10-6193 FLEET SUPPLIES              | 1,794.49         | 950.04           | 75.43         | 235.67     | 5,000   | 4.7   |
| 10-10-7007 EQUIPMENT PURCHASE          | .00              | .00              | .00           | .00        | 4,000   | .0    |



CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                      | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT |
|--------------------------------------|------------------|------------------|---------------|------------|---------|------|
| 10-10-7010 OFFICE EQUIPMENT/COMPUTER | 126.00           | .00              | .00           | 139.00     | 500     | 27.8 |
| TOTAL STREETS EXPENDITURES           | 188,398.45       | 183,349.78       | 33,884.24     | 194,539.13 | 473,170 | 41.1 |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                        | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT  |
|----------------------------------------|------------------|------------------|---------------|------------|---------|-------|
| <u>ADMINISTRATION EXPENDITURES</u>     |                  |                  |               |            |         |       |
| 10-20-4101 MAYOR/COUNCIL               | 9,600.01         | 9,600.00         | .00           | 9,600.00   | 38,400  | 25.0  |
| 10-20-4102 SALARY                      | 94,021.60        | 89,676.14        | 13,361.60     | 73,313.84  | 339,335 | 21.6  |
| 10-20-4103 HOURLY                      | 40,084.84        | 53,455.91        | 7,400.03      | 40,619.28  | 50,831  | 79.9  |
| 10-20-4104 OVERTIME                    | .00              | .00              | .00           | .00        | 1,000   | .0    |
| 10-20-4201 FICA                        | 8,629.28         | 9,170.91         | 1,242.85      | 7,434.23   | 22,500  | 33.0  |
| 10-20-4202 MEDICARE                    | 2,018.26         | 2,144.90         | 290.68        | 1,738.70   | 5,200   | 33.4  |
| 10-20-4203 HEALTH INS.                 | 16,286.00        | 17,659.40        | 2,623.40      | 11,604.51  | 43,000  | 27.0  |
| 10-20-4204 LIFE INS.                   | 183.75           | 170.19           | 23.45         | 117.25     | 442     | 26.5  |
| 10-20-4205 DEFERRED COMP               | 5,302.61         | 6,379.45         | 905.84        | 4,970.24   | 14,000  | 35.5  |
| 10-20-4206 UNEMPLOYMENT                | 322.51           | 353.78           | 46.72         | 256.40     | 792     | 32.4  |
| 10-20-4209 DENTAL INSURANCE            | 1,168.00         | 1,126.20         | 163.60        | 818.00     | 2,800   | 29.2  |
| 10-20-5050 COUNTY TREASURERS FEE       | 2,587.93         | 2,731.36         | 781.43        | 3,379.50   | 5,500   | 61.5  |
| 10-20-5101 LEGAL                       | 49,870.39        | 58,847.15        | 18,976.80     | 73,501.35  | 150,000 | 49.0  |
| 10-20-5102 AUDIT                       | 2,666.67         | .00              | .00           | .00        | 5,500   | .0    |
| 10-20-5105 LAND USE                    | .00              | .00              | .00           | 10,625.00  | 0       | .0    |
| 10-20-5107 SURVEYING                   | .00              | .00              | .00           | 3,200.00   | 1,500   | 213.3 |
| 10-20-5108 OTHER CONTRACTUAL SERVICES  | 13,435.47        | 31,846.60        | 13,305.69     | 66,530.17  | 25,000  | 266.1 |
| 10-20-5207 REPAIR/MAINT.-SERVICES      | 5,059.60         | .00              | .00           | .00        | 6,000   | .0    |
| 10-20-5208 REPAIR/MAINTENANCE-BUILDING | 3,734.58         | 3,647.79         | .00           | 107.27     | 5,000   | 2.2   |
| 10-20-5210 MEETING EXPENSE             | 158.75           | 783.80           | .00           | 536.90     | 1,000   | 53.7  |
| 10-20-5212 EDUCATION & TRAINING        | 1,051.70         | 1,060.00         | .00           | 869.00     | 2,500   | 34.8  |
| 10-20-5215 EMPLOYEE INCENTIVE          | 423.50           | 25.00            | .00           | 20.00      | 1,500   | 1.3   |
| 10-20-5220 ELECTION                    | .00              | 8,860.89         | .00           | .00        | 2,000   | .0    |
| 10-20-5225 BOARDS & COMMISSIONS        | 1,295.00         | 62.49            | .00           | .00        | 1,000   | .0    |
| 10-20-5300 CIRSA W/C INSURANCE         | 4,727.32         | 2,186.31         | .00           | 302.37     | 4,000   | 7.6   |
| 10-20-5301 CIRSA P/C INSURANCE         | 4,103.48         | 4,103.48         | .00           | 7,568.74   | 8,500   | 89.0  |
| 10-20-5303 TELEPHONE                   | 2,048.13         | 453.00           | 294.14        | 739.49     | 1,200   | 61.6  |
| 10-20-5304 DUES & PUBLICATIONS         | 1,561.00         | 2,051.00         | .00           | 1,336.00   | 3,600   | 37.1  |
| 10-20-5305 TRAVEL & MEALS              | 1,514.03         | 570.21           | 414.46        | 414.46     | 2,000   | 20.7  |
| 10-20-5309 CONTRACT OFFICE EQUIP.      | 2,012.31         | 2,418.79         | 768.55        | 1,899.59   | 4,000   | 47.5  |
| 10-20-5310 POSTAGE, SHIPPING, BOX RENT | 2,316.26         | 1,071.85         | 273.95        | 1,306.23   | 4,000   | 32.7  |
| 10-20-5312 LEGAL PUBLICATIONS          | 4,259.72         | 2,698.30         | 92.40         | 1,229.73   | 5,000   | 24.6  |
| 10-20-5313 ADVERTISING                 | 100.00           | .00              | 349.00        | 544.00     | 1,000   | 54.4  |
| 10-20-5314 INSURANCE CLAIMS            | 163.90           | .00              | .00           | .00        | 1,000   | .0    |
| 10-20-5316 RECORDING DOCUMENTS         | 160.50           | 525.50           | .00           | 632.00     | 1,000   | 63.2  |
| 10-20-5322 CODIFICATION                | 3,904.36         | 3,366.00         | 550.00        | 1,545.00   | 4,000   | 38.6  |
| 10-20-5325 PRINTING                    | 3,231.49         | 1,843.77         | .00           | 22.50      | 4,000   | .6    |
| 10-20-5335 CELL/INTERNET SERVICE       | 1,168.81         | 1,199.03         | .00           | 1,170.50   | 2,500   | 46.8  |
| 10-20-5340 PAYMENT PROCESSING FEES     | 4,232.08         | 3,076.25         | 1,075.80      | 3,280.80   | 7,000   | 46.9  |
| 10-20-6001 ELECTRICITY & GAS           | 1,746.65         | 2,470.49         | 334.55        | 1,514.77   | 5,000   | 30.3  |
| 10-20-6010 MATERIALS/SUPPLIES/OFFICE   | 2,332.30         | 1,936.12         | 101.91        | 1,108.68   | 5,000   | 22.2  |
| 10-20-6020 FLAGS                       | 683.72           | .00              | .00           | 683.72     | 1,000   | 68.4  |
| 10-20-6050 WATER/SEWER                 | 1,112.29         | 828.80           | .00           | 485.16     | 3,300   | 14.7  |
| 10-20-6060 REFUNDS                     | 150.00           | .00              | .00           | .00        | 3,500   | .0    |
| 10-20-7010 OFFICE EQUIPMENT/COMPUTERS  | 3,841.49         | 5,968.30         | 107.99        | 293.59     | 5,000   | 5.9   |
| 10-20-7011 COMPUTER SOFTWARE           | 2,766.00         | 3,316.00         | .00           | 725.00     | 5,000   | 14.5  |
| 10-20-8010 MISC. CASH OVER/SHORT       | .00              | .00              | (.12)         | (14.78)    | 0       | .0    |
| TOTAL ADMINISTRATION EXPENDITURES      | 306,036.29       | 337,685.16       | 63,484.72     | 336,029.19 | 805,400 | 41.7  |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT  |
|-----------------------------------------|------------------|------------------|---------------|------------|--------|-------|
| <u>COMMUNITY PROMOTION</u>              |                  |                  |               |            |        |       |
| 10-21-5030 HSIS/ VISITOR CENTER         | 6,882.00         | 7,035.00         | .00           | 5,917.50   | 23,670 | 25.0  |
| 10-21-5032 MISC. EVENTS                 | 500.00           | .00              | .00           | .00        | 2,500  | .0    |
| 10-21-5033 K-GOAT ANNUAL FEE            | .00              | .00              | .00           | .00        | 1,750  | .0    |
| 10-21-5036 MAYOR & COMMISSIONER AWARDS  | .00              | .00              | .00           | 2,000.00   | 2,000  | 100.0 |
| 10-21-5037 TREE LIGHTING                | .00              | .00              | .00           | .00        | 1,000  | .0    |
| 10-21-5038 MISC. ORGANIZATION REQUEST   | 1,400.00         | 16,650.00        | .00           | 41,072.51  | 5,000  | 821.5 |
| 10-21-5039 BEAUTIFICATION               | 173.30           | 25.27            | .00           | .00        | 8,500  | .0    |
| 10-21-5040 HOLIDAY DECORATING           | .00              | .00              | .00           | .00        | 22,000 | .0    |
| 10-21-5041 HISTORIC SITES & FACILITIES  | 113.91           | 133.54           | .00           | .00        | 1,000  | .0    |
| 10-21-5050 4TH OF JULY                  | 30,693.00        | 13,576.00        | .00           | .00        | 12,000 | .0    |
| 10-21-5060 WEBCAM ON MINER STREET       | .00              | .00              | .00           | .00        | 528    | .0    |
| 10-21-5430 VISITOR CTR BLDG MAINTENANCE | 2,715.08         | 1,110.29         | .00           | 1,095.98   | 7,000  | 15.7  |
| TOTAL COMMUNITY PROMOTION               | 42,477.29        | 38,530.10        | .00           | 50,085.99  | 86,948 | 57.6  |
| <u>BUILDING INSPECTOR</u>               |                  |                  |               |            |        |       |
| 10-22-5000 OPERATIONS CONTRACTUAL       | 47,958.10        | 18,311.46        | 4,906.41      | 13,528.12  | 75,000 | 18.0  |
| 10-22-5108 OTHER PROFESSIONAL SERVICES  | 2,752.14         | .00              | 1,600.00      | 1,600.00   | 3,000  | 53.3  |
| TOTAL BUILDING INSPECTOR                | 50,710.24        | 18,311.46        | 6,506.41      | 15,128.12  | 78,000 | 19.4  |



CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT  |
|-----------------------------------------|------------------|------------------|---------------|------------|---------|-------|
| <u>POLICE EXPENDITURES</u>              |                  |                  |               |            |         |       |
| 10-30-4102 SALARIES                     | 38,775.20        | 40,312.30        | 8,153.84      | 33,085.86  | 164,772 | 20.1  |
| 10-30-4103 HOURLY                       | 243,687.40       | 255,618.51       | 46,345.82     | 264,464.99 | 523,562 | 50.5  |
| 10-30-4104 OVERTIME                     | 3,562.74         | 6,753.48         | 139.97        | 4,956.78   | 15,000  | 33.1  |
| 10-30-4105 HOLIDAY                      | 1,051.20         | 1,756.16         | .00           | 2,477.52   | 5,000   | 49.6  |
| 10-30-4201 FICA                         | 3,144.83         | 3,341.14         | 602.66        | 3,388.50   | 8,056   | 42.1  |
| 10-30-4202 MEDICARE                     | 4,017.89         | 4,265.30         | 752.69        | 4,241.21   | 10,240  | 41.4  |
| 10-30-4203 HEALTH INS.                  | 32,822.40        | 34,504.60        | 9,658.20      | 38,736.53  | 94,427  | 41.0  |
| 10-30-4204 LIFE INS.                    | 413.00           | 411.82           | 81.20         | 399.00     | 982     | 40.6  |
| 10-30-4205 DEFERRED COMP                | 1,889.82         | 2,006.21         | 376.88        | 2,084.63   | 4,637   | 45.0  |
| 10-30-4206 UNEMPLOYMENT                 | 857.68           | 910.66           | 163.40        | 912.18     | 2,088   | 43.7  |
| 10-30-4209 DENTAL INSURANCE             | 1,952.00         | 2,108.00         | 500.80        | 2,309.01   | 5,366   | 43.0  |
| 10-30-4210 PENSION FPPA                 | 20,662.18        | 22,945.00        | 4,222.03      | 22,789.54  | 51,748  | 44.0  |
| 10-30-5101 LEGAL                        | 4,587.50         | 987.50           | .00           | .00        | 8,000   | .0    |
| 10-30-5105 OTHER CONTRACT SERVICES      | 25,611.29        | 54,953.86        | 2,571.09      | 80,565.32  | 221,000 | 36.5  |
| 10-30-5108 OTHER PROFESSIONAL SERVICES  | 2,583.80         | 4,588.00         | 968.88        | 6,412.14   | 6,000   | 106.9 |
| 10-30-5109 POLYGRAPH/PSY EXAM           | 292.70           | 848.70           | .00           | 1,498.70   | 550     | 272.5 |
| 10-30-5207 REPAIR/MAINT-SERVICES        | 2,772.82         | .00              | .00           | 951.86     | 3,000   | 31.7  |
| 10-30-5208 REPAIRS/MAINTENANCE/BLDG.    | 705.78           | 287.65           | .00           | 49.99      | 2,000   | 2.5   |
| 10-30-5212 TRAINING                     | 4,751.28         | .00              | .00           | 240.00     | 4,000   | 6.0   |
| 10-30-5213 MEDICAL/BLOOD DRAW           | 240.00           | .00              | .00           | .00        | 2,000   | .0    |
| 10-30-5215 EMPLOYEE INCENTIVE           | 252.53           | 140.00           | .00           | 70.00      | 3,000   | 2.3   |
| 10-30-5300 CIRSA W/C INSURANCE          | 14,510.76        | 12,109.25        | .00           | 8,776.22   | 24,000  | 36.6  |
| 10-30-5301 CIRSA P/C INSURANCE          | 9,325.48         | 9,993.60         | .00           | 20,796.21  | 20,000  | 104.0 |
| 10-30-5303 TELEPHONE                    | 754.07           | 714.33           | 294.14        | 842.77     | 2,000   | 42.1  |
| 10-30-5304 DUES & PUBLICATIONS          | 450.08           | 793.08           | .00           | 741.64     | 1,000   | 74.2  |
| 10-30-5305 TRAVEL & MEALS               | .00              | 26.00            | .00           | 711.83     | 1,500   | 47.5  |
| 10-30-5309 CONTRACT OFFICE EQUIP.       | 465.92           | 498.26           | 85.00         | 1,088.52   | 1,200   | 90.7  |
| 10-30-5310 POSTAGE, SHIPPING, BOX RENT  | 667.54           | 203.25           | 77.00         | 249.95     | 800     | 31.2  |
| 10-30-5312 LEGAL PUBLICATIONS           | .00              | .00              | .00           | .00        | 50      | .0    |
| 10-30-5314 INSURANCE CLAIMS             | 4,185.86         | 541.29           | .00           | .00        | 3,000   | .0    |
| 10-30-5325 PRINTING                     | 1,555.98         | 622.30           | .00           | 957.91     | 1,300   | 73.7  |
| 10-30-5326 TOWING                       | 512.50           | 205.00           | .00           | 24.99      | 800     | 3.1   |
| 10-30-5328 BOARDING ANIMALS             | .00              | .00              | .00           | .00        | 200     | .0    |
| 10-30-5330 COMMUNICATIONS EQUIPMENT     | .00              | .00              | .00           | 88.50      | 450     | 19.7  |
| 10-30-5335 CELL/INTERNET SERVICE        | 3,479.57         | 2,699.75         | 390.80        | 2,684.09   | 8,500   | 31.6  |
| 10-30-5350 PUBLIC EDUCATION/RELATIONS   | 137.05           | 160.00           | .00           | 40.04      | 200     | 20.0  |
| 10-30-6001 ELECTRICITY & GAS            | 1,548.11         | 983.57           | 432.67        | 1,801.05   | 3,000   | 60.0  |
| 10-30-6010 MATERIALS/SUPPLIES/OFFICE    | 595.67           | 546.96           | 41.49         | 679.71     | 2,200   | 30.9  |
| 10-30-6015 MATERIALS/SUPPLIES-INVESTIG. | 681.21           | 1,421.14         | .00           | 522.99     | 1,750   | 29.9  |
| 10-30-6018 SUPPLIES-MEDICAL             | 23.49            | .00              | .00           | .00        | 200     | .0    |
| 10-30-6022 SAFETY ITEMS                 | .00              | .00              | .00           | .00        | 100     | .0    |
| 10-30-6030 UNIFORMS                     | 1,634.26         | 261.42           | .00           | 1,606.77   | 3,000   | 53.6  |
| 10-30-6040 OCCUPATIONAL EQUIP/SAFETY    | 4,421.62         | 3,245.09         | .00           | 3,196.21   | 3,500   | 91.3  |
| 10-30-6045 AMMUNITION                   | 742.56           | .00              | .00           | 76.99      | 2,800   | 2.8   |
| 10-30-6050 WATER/SEWER                  | 398.82           | 462.30           | .00           | 534.87     | 1,000   | 53.5  |
| 10-30-6100 FLEET MAINTENANCE            | 4,868.61         | 3,476.94         | 755.80        | 17,651.28  | 13,000  | 135.8 |
| 10-30-6191 FLEET FUEL                   | 9,811.85         | 7,776.05         | 2,173.65      | 9,212.99   | 23,000  | 40.1  |
| 10-30-6192 FLEET TIRES                  | 2,694.17         | 768.99           | .00           | 1,490.44   | 2,500   | 59.6  |
| 10-30-6193 FLEET SUPPLIES               | 101.93           | 39.58            | .00           | 9.55       | 300     | 3.2   |
| 10-30-7010 COMPUTERS / OFFICE EQUIPMENT | 1,699.85         | 1,583.10         | 87.00         | 3,168.00   | 3,200   | 99.0  |
| 10-30-7012 COMMUNICATION PURCHASES      | 1,147.10         | 57.87            | .00           | .00        | 800     | .0    |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                     | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET    | PCNT |
|-------------------------------------|------------------|------------------|---------------|------------|-----------|------|
| TOTAL POLICE EXPENDITURES           | 461,048.10       | 485,928.01       | 78,875.01     | 546,587.28 | 1,260,778 | 43.4 |
| <u>COURT EXPENDITURES</u>           |                  |                  |               |            |           |      |
| 10-40-4103 HOURLY                   | 7,361.60         | 8,213.12         | 1,705.31      | 9,372.63   | 22,099    | 42.4 |
| 10-40-4201 FICA                     | 433.87           | 485.73           | 100.81        | 556.27     | 1,147     | 48.5 |
| 10-40-4202 MEDICARE                 | 101.44           | 113.55           | 23.57         | 130.08     | 269       | 48.4 |
| 10-40-4203 HEALTH INS.              | 1,284.00         | 1,342.00         | 283.20        | 1,252.72   | 3,221     | 38.9 |
| 10-40-4204 LIFE INS.                | 17.50            | 17.50            | 3.50          | 17.50      | 42        | 41.7 |
| 10-40-4206 UNEMPLOYMENT             | 22.07            | 24.63            | 5.11          | 28.10      | 58        | 48.5 |
| 10-40-4209 DENTAL INSURANCE         | 70.00            | 70.00            | 14.00         | 70.00      | 168       | 41.7 |
| 10-40-5101 LEGAL FEES               | .00              | .00              | .00           | 150.00     | 300       | 50.0 |
| 10-40-5110 JUDGE RETAINER           | 7,400.00         | 9,600.00         | 1,600.00      | 9,600.00   | 19,200    | 50.0 |
| 10-40-5115 PROSECUTER               | 5,187.60         | 7,781.40         | 1,296.90      | 6,484.50   | 15,563    | 41.7 |
| 10-40-5209 JURY/WITNESS FEES        | 118.00           | .00              | .00           | .00        | 100       | .0   |
| 10-40-5212 TRAINING                 | .00              | .00              | .00           | .00        | 200       | .0   |
| 10-40-5304 DUES & PUBLICATIONS      | .00              | .00              | .00           | .00        | 30        | .0   |
| 10-40-5310 POSTAGE                  | .00              | .00              | .00           | .00        | 100       | .0   |
| 10-40-5320 INTERPRETORS             | .00              | .00              | .00           | .00        | 100       | .0   |
| 10-40-6010 MATERIALS/SUPPLIES-MISC. | 66.53            | .00              | .00           | .00        | 100       | .0   |
| 10-40-6030 CLOTHING/ROBE            | .00              | .00              | .00           | .00        | 30        | .0   |
| 10-40-6035 RESTITUTION              | .00              | .00              | .00           | .00        | 100       | .0   |
| TOTAL COURT EXPENDITURES            | 22,062.61        | 27,647.93        | 5,032.40      | 27,661.80  | 62,827    | 44.0 |
| <u>FIRE DEPARTMENT</u>              |                  |                  |               |            |           |      |
| 10-50-5050 TRANSFER CCCESD          | 56,720.00        | 32,695.00        | .00           | 64,637.50  | 129,275   | 50.0 |
| TOTAL FIRE DEPARTMENT               | 56,720.00        | 32,695.00        | .00           | 64,637.50  | 129,275   | 50.0 |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                        | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT |
|----------------------------------------|------------------|------------------|---------------|------------|---------|------|
| <u>PARKS EXPENDITURES</u>              |                  |                  |               |            |         |      |
| 10-60-4103 HOURLY                      | 15,219.75        | 15,816.18        | 2,210.26      | 14,470.12  | 55,151  | 26.2 |
| 10-60-4104 OVERTIME                    | 3,132.80         | 1,484.64         | .00           | 1,157.90   | 4,000   | 29.0 |
| 10-60-4201 FICA                        | 1,094.94         | 1,027.94         | 127.64        | 921.50     | 3,697   | 24.9 |
| 10-60-4202 MEDICARE                    | 256.08           | 240.41           | 29.84         | 215.50     | 892     | 24.2 |
| 10-60-4203 HEALTH INS.                 | 2,568.00         | 2,684.00         | 566.40        | 2,505.45   | 6,441   | 38.9 |
| 10-60-4204 LIFE INS.                   | 35.00            | 35.00            | 7.00          | 35.00      | 84      | 41.7 |
| 10-60-4206 UNEMPLOYMENT                | 55.06            | 51.90            | 6.62          | 46.85      | 184     | 25.5 |
| 10-60-5108 OTHER PROFESSIONAL SERVICES | .00              | .00              | 2,702.00      | 5,404.00   | 30,000  | 18.0 |
| 10-60-5202 DISPOSAL                    | 255.62           | 1,293.55         | .00           | 1,291.20   | 4,200   | 30.7 |
| 10-60-5207 REPAIR/MAINT-SERVICES       | 66.35            | 367.00           | .00           | .00        | 5,000   | .0   |
| 10-60-5208 MAINT./REPAIRS-BUILDING     | .00              | .00              | .00           | .00        | 250     | .0   |
| 10-60-5212 TRAINING                    | .00              | 17.94            | .00           | .00        | 200     | .0   |
| 10-60-5213 MEDICAL                     | .00              | 60.00            | .00           | .00        | 100     | .0   |
| 10-60-5215 EMPLOYEE INCENTIVE          | .00              | .00              | .00           | .00        | 250     | .0   |
| 10-60-5300 CIRSA W/C INSURANCE         | 449.60           | 1,687.09         | .00           | 302.38     | 2,500   | 12.1 |
| 10-60-5301 CIRSA P/C INSURANCE         | 7,755.72         | .00              | .00           | .00        | 400     | .0   |
| 10-60-5304 DUES & PUBLICATIONS         | .00              | .00              | .00           | .00        | 50      | .0   |
| 10-60-5305 TRAVEL & MEALS              | .00              | .00              | .00           | .00        | 50      | .0   |
| 10-60-5306 EQUIPMENT RENTAL            | .00              | .00              | .00           | .00        | 500     | .0   |
| 10-60-5314 INSURANCE CLAIMS            | .00              | 576.39           | .00           | .00        | 1,000   | .0   |
| 10-60-5330 COMMUNICATION EQUIPMENT     | .00              | .00              | .00           | .00        | 50      | .0   |
| 10-60-5335 CELL/INTERNET SERVICE       | 123.00           | 323.46           | 63.04         | 159.10     | 600     | 26.5 |
| 10-60-6001 ELECTRICITY & GAS           | 1,096.99         | 2,179.17         | 352.74        | 2,410.18   | 4,200   | 57.4 |
| 10-60-6010 MATERIALS/SUPPLIES-MISC.    | 78.34            | 374.71           | .00           | 398.70     | 6,000   | 6.7  |
| 10-60-6012 GAS, OIL-EQUIPMENT          | .00              | .00              | .00           | .00        | 200     | .0   |
| 10-60-6020 TOOLS                       | 676.83           | 289.03           | .00           | 227.43     | 1,500   | 15.2 |
| 10-60-6022 SAFETY ITEMS                | .00              | .00              | .00           | .00        | 250     | .0   |
| 10-60-6040 OCCUPATIONAL EQUIP/SAFETY   | 229.15           | 96.04            | .00           | 14.00      | 250     | 5.6  |
| 10-60-6045 SPRINKLER PARTS             | .00              | 178.93           | 852.86        | 852.86     | 1,500   | 56.9 |
| 10-60-6050 WATER/SEWER                 | 2,699.89         | 1,777.12         | .00           | 1,673.48   | 6,000   | 27.9 |
| 10-60-6085 LAMP POSTS                  | 129.84           | .00              | .00           | .00        | 250     | .0   |
| 10-60-6091 SIGNS                       | .00              | .00              | .00           | .00        | 150     | .0   |
| 10-60-6093 PAINT                       | .00              | 28.93            | .00           | .00        | 200     | .0   |
| 10-60-6095 SAND / GRAVEL               | .00              | .00              | .00           | .00        | 500     | .0   |
| 10-60-6098 TREE REPLACEMENT & TRIMMING | .00              | .00              | .00           | .00        | 5,000   | .0   |
| 10-60-6099 SALTED SAND                 | 614.32           | .00              | .00           | .00        | 1,500   | .0   |
| 10-60-6150 FLEET MAINT                 | 3,765.50         | 38.68            | .00           | .00        | 2,500   | .0   |
| 10-60-6191 FLEET FUEL                  | 728.57           | 482.89           | 106.01        | 550.36     | 1,800   | 30.6 |
| 10-60-6192 FLEET TIRES                 | .00              | .00              | .00           | 741.60     | 1,200   | 61.8 |
| 10-60-6193 FLEET SUPPLIES              | 371.79           | .00              | .00           | .00        | 600     | .0   |
| 10-60-6200 PARKS MAINT. & PARTS        | 2,205.82         | 585.99           | 99.80         | 998.52     | 6,000   | 16.6 |
| 10-60-6204 WEED CONTROL                | .00              | 23.98            | .00           | .00        | 3,000   | .0   |
| 10-60-6206 CHEMICALS/FERTILIZER        | 143.42           | 332.77           | 138.44        | 138.44     | 700     | 19.8 |
| 10-60-6207 CHEM/PESTICIDES/HERBICIDES  | .00              | 45.00            | .00           | .00        | 300     | .0   |
| 10-60-7007 EQUIPMENT PURCHASE          | 4,085.00         | .00              | .00           | .00        | 2,500   | .0   |
| TOTAL PARKS EXPENDITURES               | 47,837.38        | 32,098.74        | 7,262.65      | 34,514.57  | 161,699 | 21.3 |



CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

|                                       | YTD ACTUAL 2019-    | YTD ACTUAL 2020-    | PERIOD ACTUAL     | YTD ACTUAL          | BUDGET           | PCNT        |
|---------------------------------------|---------------------|---------------------|-------------------|---------------------|------------------|-------------|
|                                       |                     |                     |                   |                     |                  |             |
| <u>TRANSFERS</u>                      |                     |                     |                   |                     |                  |             |
| 10-75-8271 TRANSFER TO POLICE PENSION | .00                 | .00                 | .00               | 8,250.00            | 16,500           | 50.0        |
| TOTAL TRANSFERS                       | .00                 | .00                 | .00               | 8,250.00            | 16,500           | 50.0        |
| <b>TOTAL FUND EXPENDITURES</b>        | <b>1,175,290.36</b> | <b>1,156,246.18</b> | <b>195,045.43</b> | <b>1,277,433.58</b> | <b>3,074,597</b> | <b>41.6</b> |
| NET REVENUE OVER EXPENDITURES         | 146,387.81-         | 154,985.57-         | 48,415.49         | ( 17,745.47)        | 487,147-         | ( 3.6)      |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

HANSEN'S CEMETERY TRUST FUND

ASSETS

|            |                      |          |          |
|------------|----------------------|----------|----------|
| 15-00-1000 | CASH - COMBINED FUND | 9,415.81 |          |
|            | TOTAL ASSETS         |          | 9,415.81 |

LIABILITIES AND EQUITY

FUND EQUITY

|            |                                                                 |          |          |
|------------|-----------------------------------------------------------------|----------|----------|
| 15-00-2600 | FUND BALANCE                                                    | 9,412.45 |          |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | 3.36     |          |
|            | BALANCE - CURRENT DATE                                          | 3.36     |          |
|            | TOTAL FUND EQUITY                                               |          | 9,415.81 |
|            | TOTAL LIABILITIES AND EQUITY                                    |          | 9,415.81 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

HANSEN'S CEMETERY TRUST FUND

|            |                               | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|-------------------------------|------------------|------------------|---------------|------------|--------|------|
|            | <u>MISCELLANEOUS</u>          |                  |                  |               |            |        |      |
| 15-00-3601 | INTEREST EARNED               | .00              | 2.56             | 2.26          | 3.36       | 0      | .0   |
|            | TOTAL MISCELLANEOUS           | .00              | 2.56             | 2.26          | 3.36       | 0      | .0   |
|            | TOTAL FUND REVENUE            | .00              | 2.56             | 2.26          | 3.36       | 0      | .0   |
|            | NET REVENUE OVER EXPENDITURES | .00              | 2.56             | 2.26          | 3.36       | 0      | .0   |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

CEMETERY FUND

ASSETS

|            |                      |            |            |
|------------|----------------------|------------|------------|
| 16-00-1000 | CASH - COMBINED FUND | 101,557.67 |            |
|            | TOTAL ASSETS         |            | 101,557.67 |

LIABILITIES AND EQUITY

FUND EQUITY

|            |                                                                 |            |            |
|------------|-----------------------------------------------------------------|------------|------------|
| 16-00-2600 | FUND BALANCE                                                    | 101,545.91 |            |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | 11.76      |            |
|            | BALANCE - CURRENT DATE                                          | 11.76      |            |
|            | TOTAL FUND EQUITY                                               |            | 101,557.67 |
|            | TOTAL LIABILITIES AND EQUITY                                    |            | 101,557.67 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

CEMETERY FUND

|            |                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|-------------------------|------------------|------------------|---------------|------------|--------|------|
|            |                         |                  |                  |               |            |        |      |
|            | <u>MISCELLANEOUS</u>    |                  |                  |               |            |        |      |
| 16-00-3601 | INTEREST EARNED         | 1,884.08         | 1,004.29         | .00           | 11.76      | 1,302  | .9   |
| 16-00-3610 | CEMETERY FEES/DONATIONS | 3,000.00         | .00              | .00           | .00        | 1,000  | .0   |
|            |                         |                  |                  |               |            |        |      |
|            | TOTAL MISCELLANEOUS     | 4,884.08         | 1,004.29         | .00           | 11.76      | 2,302  | .5   |
|            |                         |                  |                  |               |            |        |      |
|            | TOTAL FUND REVENUE      | 4,884.08         | 1,004.29         | .00           | 11.76      | 2,302  | .5   |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

CEMETERY FUND

|            |                               | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|-------------------------------|------------------|------------------|---------------|------------|--------|------|
|            | <u>CEMETERY EXPENDITURES</u>  |                  |                  |               |            |        |      |
| 16-70-7100 | CEMETERY REHAB                | 400.00           | 200.00           | .00           | .00        | 5,000  | .0   |
|            | TOTAL CEMETERY EXPENDITURES   | 400.00           | 200.00           | .00           | .00        | 5,000  | .0   |
|            | TOTAL FUND EXPENDITURES       | 400.00           | 200.00           | .00           | .00        | 5,000  | .0   |
|            | NET REVENUE OVER EXPENDITURES | 4,484.08         | 804.29           | .00           | 11.76      | 2,698- | .4   |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

RAMP FUND (COLORADO BLVD)

ASSETS

|            |                      |            |            |
|------------|----------------------|------------|------------|
| 20-00-1000 | CASH - COMBINED FUND | 741,851.43 |            |
|            | TOTAL ASSETS         |            | 741,851.43 |

LIABILITIES AND EQUITY

FUND EQUITY

|            |                                                                 |            |            |
|------------|-----------------------------------------------------------------|------------|------------|
| 20-00-2600 | FUND BALANCE                                                    | 741,689.80 |            |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | 161.63     |            |
|            | BALANCE - CURRENT DATE                                          | 161.63     |            |
|            | TOTAL FUND EQUITY                                               |            | 741,851.43 |
|            | TOTAL LIABILITIES AND EQUITY                                    |            | 741,851.43 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

RAMP FUND (COLORADO BLVD)

|            |                      | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|----------------------|------------------|------------------|---------------|------------|--------|------|
|            |                      |                  |                  |               |            |        |      |
|            | <u>MISCELLANEOUS</u> |                  |                  |               |            |        |      |
| 20-00-3601 | INTEREST EARNED      | 2,396.66         | 1,364.99         | 25.04         | 161.63     | 1,801  | 9.0  |
|            | TOTAL MISCELLANEOUS  | 2,396.66         | 1,364.99         | 25.04         | 161.63     | 1,801  | 9.0  |
|            | TOTAL FUND REVENUE   | 2,396.66         | 1,364.99         | 25.04         | 161.63     | 1,801  | 9.0  |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

RAMP FUND (COLORADO BLVD)

|                                   | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET        | PCNT      |
|-----------------------------------|------------------|------------------|---------------|------------|---------------|-----------|
|                                   |                  |                  |               |            |               |           |
| 20-00-5103 ENGINEERING            | .00              | 6,787.49         | .00           | .00        | 0             | .0        |
| 20-00-5108 PROJECT MANAGEMENT     | 28,119.24        | 2,029.58         | .00           | .00        | 0             | .0        |
| 20-00-6016 ASPHALT, CURB & GUTTER | .00              | .00              | .00           | .00        | 50,000        | .0        |
| 20-00-6024 INFRASTRUCTURE         | 841.66           | .00              | .00           | .00        | 0             | .0        |
|                                   |                  |                  |               |            |               |           |
| TOTAL DEPARTMENT 00               | 28,960.90        | 8,817.07         | .00           | .00        | 50,000        | .0        |
|                                   |                  |                  |               |            |               |           |
| <b>TOTAL FUND EXPENDITURES</b>    | <b>28,960.90</b> | <b>8,817.07</b>  | <b>.00</b>    | <b>.00</b> | <b>50,000</b> | <b>.0</b> |
|                                   |                  |                  |               |            |               |           |
| NET REVENUE OVER EXPENDITURES     | 26,564.24-       | 7,452.08-        | 25.04         | 161.63     | 48,199-       | .3        |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

IMPROVEMENT FUND

ASSETS

|              |                      |              |              |
|--------------|----------------------|--------------|--------------|
| 21-00-1000   | CASH - COMBINED FUND | 2,327,158.48 |              |
| 21-00-1165   | OTHER RECEIVABLES    | 121,301.23   |              |
| 21-00-1275   | 2005 ADV DUE FR WWF  | 77,165.81    |              |
| 21-00-1276   | 2018 ADV DUE FR WWF  | 566,884.16   |              |
| 21-00-1277   | 2019 ADV DUE FR WWF  | 2,054,297.00 |              |
| TOTAL ASSETS |                      |              | 5,146,806.68 |

LIABILITIES AND EQUITY

LIABILITIES

|                   |                  |          |          |
|-------------------|------------------|----------|----------|
| 21-00-2020        | ACCOUNTS PAYABLE | 2,200.00 |          |
| TOTAL LIABILITIES |                  |          | 2,200.00 |

FUND EQUITY

|                                                                 |              |              |              |
|-----------------------------------------------------------------|--------------|--------------|--------------|
| 21-00-2600                                                      | FUND BALANCE | 4,914,938.02 |              |
| UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD |              | 229,668.66   |              |
| BALANCE - CURRENT DATE                                          |              | 229,668.66   |              |
| TOTAL FUND EQUITY                                               |              |              | 5,144,606.68 |
| TOTAL LIABILITIES AND EQUITY                                    |              |              | 5,146,806.68 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

IMPROVEMENT FUND

|                                   | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET    | PCNT |
|-----------------------------------|------------------|------------------|---------------|------------|-----------|------|
| <u>TAXES</u>                      |                  |                  |               |            |           |      |
| 21-00-3130 SALES TAX (1/4)        | 268,886.68       | 278,146.76       | 72,894.67     | 319,435.46 | 750,000   | 42.6 |
| 21-00-3135 BUILDING USE TAX (1/3) | 11,781.19        | 13,607.30        | 417.30        | 15,018.54  | 35,000    | 42.9 |
| 21-00-3136 MOTOR VEHICLE USE TAX  | .00              | .00              | 2,292.37      | 2,292.37   | 0         | .0   |
| TOTAL TAXES                       | 280,667.87       | 291,754.06       | 75,604.34     | 336,746.37 | 785,000   | 42.9 |
| <u>MISCELLANEOUS</u>              |                  |                  |               |            |           |      |
| 21-00-3601 INTEREST EARNED        | 7,536.35         | 4,396.09         | 47.41         | 265.13     | 5,209     | 5.1  |
| 21-00-3695 SALE OF EQUIPMENT      | 5,994.69         | .00              | .00           | .00        | 5,000     | .0   |
| TOTAL MISCELLANEOUS               | 13,531.04        | 4,396.09         | 47.41         | 265.13     | 10,209    | 2.6  |
| <u>SOURCE 37</u>                  |                  |                  |               |            |           |      |
| 21-00-3700 PARKING REVENUE        | .00              | 11,392.01        | 3,318.42      | 13,373.82  | 200,000   | 6.7  |
| 21-00-3750 STATE HISTORIC GRANTS  | .00              | .00              | .00           | .00        | 200,000   | .0   |
| 21-00-3760 FOUNDATION GRANTS      | .00              | .00              | .00           | .00        | 400,000   | .0   |
| 21-00-3770 GOCO/DOLA GRANTS       | .00              | .00              | .00           | .00        | 1,500,000 | .0   |
| TOTAL SOURCE 37                   | .00              | 11,392.01        | 3,318.42      | 13,373.82  | 2,300,000 | .6   |
| TOTAL FUND REVENUE                | 294,198.91       | 307,542.16       | 78,970.17     | 350,385.32 | 3,095,209 | 11.3 |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

IMPROVEMENT FUND

|                                           | YTD ACTUAL 2019-     | YTD ACTUAL 2020-  | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET           | PCNT        |
|-------------------------------------------|----------------------|-------------------|------------------|-------------------|------------------|-------------|
| <u>IMPROVEMENT FUND EXPENDITURES</u>      |                      |                   |                  |                   |                  |             |
| 21-00-5103 ENGINEERING                    | 29,527.62            | 36,656.70         | .00              | 2,040.00          | 500,000          | .4          |
| 21-00-6012 POLICE VEHICLE PURCHASE        | 78,648.35            | .00               | .00              | 54,569.00         | 0                | .0          |
| 21-00-6013 CITY HALL FURNISHING/EQUIPMENT | .00                  | 1,337.50          | .00              | .00               | 10,000           | .0          |
| 21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP | .00                  | .00               | .00              | .00               | 35,000           | .0          |
| 21-00-6017 OTHER STREET PROJECTS          | .00                  | .00               | 13,683.00        | 13,683.00         | 20,000           | 68.4        |
| 21-00-6018 GREENWAY CONSTRUCTION          | 1,235,579.14         | .00               | .00              | .00               | 0                | .0          |
| 21-00-6024 PARK IMPROVEMENTS              | 250,542.36           | .00               | .00              | .00               | 1,000,000        | .0          |
| 21-00-6025 PW VEHICLE PURCHASE            | 35,324.00            | 46,759.06         | .00              | .00               | 0                | .0          |
| 21-00-6026 PD EQUIPMENT                   | 406.74               | 19,748.04         | .00              | 22,720.00         | 0                | .0          |
| 21-00-6027 IT EQUIPMENT                   | 12,203.00            | .00               | .00              | 16,395.75         | 2,000            | 819.8       |
| 21-00-6028 STREETScape/MALL IMPROVEMENTS  | 768.58               | .00               | 2,200.00         | 9,395.00          | 95,000           | 9.9         |
| 21-00-6030 BUSINESS IMPROVEMENT GRANTS    | 4,025.00             | 3,889.65          | .00              | 1,518.19          | 0                | .0          |
| 21-00-6200 GRANT MATCHES                  | 1,400.00             | .00               | .00              | .00               | 30,000           | .0          |
| 21-00-7041 MUSEUM BUILDING IMPROVEMENT    | 43,288.72            | .00               | .00              | .00               | 0                | .0          |
| 21-00-7042 LIBRARY BUILDING IMPROVEMENT   | .00                  | .00               | .00              | .00               | 25,000           | .0          |
| 21-00-7043 LAND ACQUISITION               | 32,296.37            | 12,894.32         | .00              | 395.72            | 500,000          | .1          |
| 21-00-8253 TRANSFER TO SWU FUND           | .00                  | .00               | .00              | .00               | 25,000           | .0          |
| TOTAL IMPROVEMENT FUND EXPENDITURE        | 1,724,009.88         | 121,285.27        | 15,883.00        | 120,716.66        | 2,242,000        | 5.4         |
| <u>HSF PROJECTS</u>                       |                      |                   |                  |                   |                  |             |
| 21-61-7040 CITY HALL IMPROVEMENTS         | 13,963.77            | 20,329.50         | .00              | .00               | 225,000          | .0          |
| 21-61-7042 SITES & FACILITIES IMPROVEMENT | 20,288.00            | 13,692.77         | .00              | .00               | 250,000          | .0          |
| TOTAL HSF PROJECTS                        | 34,251.77            | 34,022.27         | .00              | .00               | 475,000          | .0          |
| <b>TOTAL FUND EXPENDITURES</b>            | <b>1,758,261.65</b>  | <b>155,307.54</b> | <b>15,883.00</b> | <b>120,716.66</b> | <b>2,717,000</b> | <b>4.4</b>  |
| <b>NET REVENUE OVER EXPENDITURES</b>      | <b>1,464,062.74-</b> | <b>152,234.62</b> | <b>63,087.17</b> | <b>229,668.66</b> | <b>378,209</b>   | <b>60.7</b> |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

CONSERVATION TRUST FD LOTTERY

ASSETS

|            |                      |           |           |
|------------|----------------------|-----------|-----------|
| 22-00-1000 | CASH - COMBINED FUND | 73,012.42 |           |
|            | TOTAL ASSETS         |           | 73,012.42 |

LIABILITIES AND EQUITY

FUND EQUITY

|            |                                                                 |           |           |
|------------|-----------------------------------------------------------------|-----------|-----------|
| 22-00-2600 | FUND BALANCE                                                    | 70,437.76 |           |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | 2,574.66  |           |
|            | BALANCE - CURRENT DATE                                          | 2,574.66  |           |
|            | TOTAL FUND EQUITY                                               |           | 73,012.42 |
|            | TOTAL LIABILITIES AND EQUITY                                    |           | 73,012.42 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

CONSERVATION TRUST FD LOTTERY

|            |                          | <u>YTD ACTUAL 2019-</u> | <u>YTD ACTUAL 2020-</u> | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>PCNT</u> |
|------------|--------------------------|-------------------------|-------------------------|----------------------|-------------------|---------------|-------------|
|            | <u>INTERGOVERNMENTAL</u> |                         |                         |                      |                   |               |             |
| 22-00-3358 | CONSERVATION TRUST FUNDS | 3,424.99                | 2,237.29                | .00                  | 2,565.07          | 10,000        | 25.7        |
|            | TOTAL INTERGOVERNMENTAL  | 3,424.99                | 2,237.29                | .00                  | 2,565.07          | 10,000        | 25.7        |
|            | <u>MISCELLANEOUS</u>     |                         |                         |                      |                   |               |             |
| 22-00-3601 | INTEREST EARNED          | 1,884.11                | 993.81                  | 1.43                 | 9.59              | 1,303         | .7          |
|            | TOTAL MISCELLANEOUS      | 1,884.11                | 993.81                  | 1.43                 | 9.59              | 1,303         | .7          |
|            | TOTAL FUND REVENUE       | 5,309.10                | 3,231.10                | 1.43                 | 2,574.66          | 11,303        | 22.8        |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

CONSERVATION TRUST FD LOTTERY

|                                       | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET        | PCNT      |
|---------------------------------------|------------------|------------------|---------------|------------|---------------|-----------|
| <u>CONSERVATION FUND EXPENDITURES</u> |                  |                  |               |            |               |           |
| 22-00-8240 PROJECTS                   | .00              | .00              | .00           | .00        | 10,000        | .0        |
| TOTAL CONSERVATION FUND EXPENDITUR    | .00              | .00              | .00           | .00        | 10,000        | .0        |
| <b>TOTAL FUND EXPENDITURES</b>        | <b>.00</b>       | <b>.00</b>       | <b>.00</b>    | <b>.00</b> | <b>10,000</b> | <b>.0</b> |
| NET REVENUE OVER EXPENDITURES         | 5,309.10         | 3,231.10         | 1.43          | 2,574.66   | 1,303         | 197.6     |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

1% STREET SALES TAX

ASSETS

|            |                      |              |              |
|------------|----------------------|--------------|--------------|
| 23-00-1000 | CASH - COMBINED FUND | 1,510,997.29 |              |
| 23-00-1165 | OTHER RECEIVABLES    | 118,996.29   |              |
|            |                      |              |              |
|            | TOTAL ASSETS         |              | 1,629,993.58 |

LIABILITIES AND EQUITY

LIABILITIES

|            |                   |          |          |
|------------|-------------------|----------|----------|
| 23-00-2020 | ACCOUNTS PAYABLE  | 3,518.00 |          |
|            |                   |          |          |
|            | TOTAL LIABILITIES |          | 3,518.00 |

FUND EQUITY

|            |                                 |              |              |
|------------|---------------------------------|--------------|--------------|
| 23-00-2600 | FUND BALANCE                    | 1,525,884.27 |              |
|            |                                 |              |              |
|            | UNAPPROPRIATED FUND BALANCE:    |              |              |
|            | REVENUE OVER EXPENDITURES - YTD | 100,591.31   |              |
|            |                                 |              |              |
|            | BALANCE - CURRENT DATE          | 100,591.31   |              |
|            |                                 |              |              |
|            | TOTAL FUND EQUITY               |              | 1,626,475.58 |
|            |                                 |              |              |
|            | TOTAL LIABILITIES AND EQUITY    |              | 1,629,993.58 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

1% STREET SALES TAX

|                                        | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT |
|----------------------------------------|------------------|------------------|---------------|------------|---------|------|
| <u>SOURCE 31</u>                       |                  |                  |               |            |         |      |
| 23-00-3133 SALES TAX (1/4) STREETS CIP | 268,886.68       | 278,146.76       | 72,894.67     | 319,435.46 | 750,000 | 42.6 |
| 23-00-3136 INTEREST                    | 80,462.82        | 4,683.20         | 26.54         | 177.06     | 2,500   | 7.1  |
| 23-00-3137 GRANTS                      | .00              | 266,010.00       | .00           | .00        | 0       | .0   |
| TOTAL SOURCE 31                        | 349,349.50       | 548,839.96       | 72,921.21     | 319,612.52 | 752,500 | 42.5 |
| <u>SOURCE 36</u>                       |                  |                  |               |            |         |      |
| 23-00-3601 INTEREST EARNED             | .00              | 517.34           | 30.77         | 208.44     | 0       | .0   |
| TOTAL SOURCE 36                        | .00              | 517.34           | 30.77         | 208.44     | 0       | .0   |
| TOTAL FUND REVENUE                     | 349,349.50       | 549,357.30       | 72,951.98     | 319,820.96 | 752,500 | 42.5 |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

1% STREET SALES TAX

|                                       | YTD ACTUAL 2019-    | YTD ACTUAL 2020-    | PERIOD ACTUAL     | YTD ACTUAL        | BUDGET         | PCNT        |
|---------------------------------------|---------------------|---------------------|-------------------|-------------------|----------------|-------------|
| 23-00-5103 ENGINEERING                | 487,165.96          | 153,144.76          | 3,518.00          | 8,973.40          | 20,000         | 44.9        |
| 23-00-6016 ASPHALT, CURB & GUTTER     | 1,248,940.34        | 1,236,026.27        | .00               | .00               | 50,000         | .0          |
| 23-00-6024 INFRASTRUCTURE             | 452,648.47          | 5,000.00            | .00               | .00               | 0              | .0          |
| 23-00-8114 NOTES PAYABLE BONDS - PRIN | .00                 | .00                 | .00               | .00               | 205,000        | .0          |
| 23-00-8115 NOTES PAYABLE BONDS-INT    | 216,656.25          | 213,756.25          | 210,256.25        | 210,256.25        | 420,513        | 50.0        |
| TOTAL DEPARTMENT 00                   | 2,405,411.02        | 1,607,927.28        | 213,774.25        | 219,229.65        | 695,513        | 31.5        |
| <b>TOTAL FUND EXPENDITURES</b>        | <b>2,405,411.02</b> | <b>1,607,927.28</b> | <b>213,774.25</b> | <b>219,229.65</b> | <b>695,513</b> | <b>31.5</b> |
| NET REVENUE OVER EXPENDITURES         | 2,056,061.52-       | 1,058,569.98-       | ( 140,822.27)     | 100,591.31        | 56,987         | 176.5       |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

WATER FUND

ASSETS

|              |                               |                 |              |
|--------------|-------------------------------|-----------------|--------------|
| 51-00-1000   | CASH - COMBINED FUND          | 904,423.28      |              |
| 51-00-1150   | A/R-BILLED ACCOUNTS           | 1,762.34        |              |
| 51-00-1161   | UTILITY ACCOUNTS RECEIVABLE   | 58,476.12       |              |
| 51-00-1350   | CONSTRUCTION IN PROGRESS      | 21,250.68       |              |
| 51-00-1610   | LAND                          | 13,231.00       |              |
| 51-00-1620   | WATER RIGHTS                  | 10,440.00       |              |
| 51-00-1630   | IMPROVEMENTS OTHER THAN BLDGS | 13,300,298.07   |              |
| 51-00-1631   | ACCUMULATED DEPRECIATION      | ( 8,224,299.03) |              |
| 51-00-1640   | MACHINERY & EQUIPMENT         | 426,382.76      |              |
| TOTAL ASSETS |                               |                 | 6,511,965.22 |

LIABILITIES AND EQUITY

LIABILITIES

|                   |                                |            |              |
|-------------------|--------------------------------|------------|--------------|
| 51-00-2010        | ACCR'D COMP'D ABS-LT           | 11,082.73  |              |
| 51-00-2011        | ACCR'D COMP'D ABS-CURR PORTION | 1,231.42   |              |
| 51-00-2015        | ACCRUED PAYROLL PAYABLE        | 7,664.90   |              |
| 51-00-2020        | ACCOUNTS PAYABLE               | 33,160.90  |              |
| 51-00-2251        | 2004 CWCB NOTE PAYABLE-LT      | 626,499.73 |              |
| 51-00-2254        | 2004 CWCB LOAN ACCR'D INT PAYA | 25,415.53  |              |
| 51-00-2255        | 2004 CWCB NOTE PAYABLE-CURR    | 42,685.88  |              |
| 51-00-2256        | 2005 GF ADVANCE-LT PORTION     | 60,252.59  |              |
| 51-00-2257        | 2005 GF ADVANCE-CURR PORTION   | 13,629.73  |              |
| 51-00-2258        | 2005 GF ADVANCE ACCR'D INT PAY | 1,354.51   |              |
| 51-00-2261        | 2000 CWRPDA WATER LOAN-LT      | 154,151.22 |              |
| 51-00-2262        | 2000 CWRPDA WATER LOAN-CURR    | 143,140.52 |              |
| 51-00-2264        | ACCR'D INT PAYABLE-CWRPDA LOAN | 5,365.54   |              |
| 51-00-2401        | DEVELOPER LIABILITIES          | 2,816.80   |              |
| TOTAL LIABILITIES |                                |            | 1,128,452.00 |

FUND EQUITY

|                              |                                 |               |              |
|------------------------------|---------------------------------|---------------|--------------|
| 51-00-2600                   | FUND BALANCE                    | 3,074,789.40  |              |
| 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 | ( 117,249.92) |              |
| BALANCE - CURRENT DATE       |                                 | 1,575,052.82  |              |
| TOTAL FUND EQUITY            |                                 |               | 5,383,513.22 |
| TOTAL LIABILITIES AND EQUITY |                                 |               | 6,511,965.22 |



CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND

|                                   | YTD ACTUAL 2019-  | YTD ACTUAL 2020-  | PERIOD ACTUAL   | YTD ACTUAL        | BUDGET           | PCNT        |
|-----------------------------------|-------------------|-------------------|-----------------|-------------------|------------------|-------------|
| <u>CHARGES FOR SERVICES</u>       |                   |                   |                 |                   |                  |             |
| 51-00-3411 USAGE FEES             | 249,516.54        | 307,891.75        | 2,404.75        | 329,085.56        | 992,870          | 33.1        |
| 51-00-3415 LATE CHARGES           | 2,385.27          | 1,240.74          | .00             | .00               | 5,000            | .0          |
| 51-00-3421 SERVICE CHARGE         | .00               | 300.00            | .00             | .00               | 200              | .0          |
| 51-00-3422 TAP FEES               | .00               | 25,326.50         | .00             | .00               | 20,000           | .0          |
| <b>TOTAL CHARGES FOR SERVICES</b> | <b>251,901.81</b> | <b>334,758.99</b> | <b>2,404.75</b> | <b>329,085.56</b> | <b>1,018,070</b> | <b>32.3</b> |
| <u>FINES/LEASES</u>               |                   |                   |                 |                   |                  |             |
| 51-00-3500 WATER LEASE            | .00               | 653.21            | .00             | .00               | 20,000           | .0          |
| <b>TOTAL FINES/LEASES</b>         | <b>.00</b>        | <b>653.21</b>     | <b>.00</b>      | <b>.00</b>        | <b>20,000</b>    | <b>.0</b>   |
| <u>MISCELLANEOUS</u>              |                   |                   |                 |                   |                  |             |
| 51-00-3601 INTEREST EARNED        | 7,536.34          | 4,065.57          | 18.42           | 121.46            | 8,000            | 1.5         |
| 51-00-3606 HAULED                 | 5,809.65          | 8,975.45          | 2,707.08        | 9,929.65          | 25,000           | 39.7        |
| 51-00-3699 OTHER INCOME           | 73.40             | .00               | .00             | 1,271.22          | 0                | .0          |
| <b>TOTAL MISCELLANEOUS</b>        | <b>13,419.39</b>  | <b>13,041.02</b>  | <b>2,725.50</b> | <b>11,322.33</b>  | <b>33,000</b>    | <b>34.3</b> |
| <u>SOURCE 38</u>                  |                   |                   |                 |                   |                  |             |
| 51-00-3850 DEBT PROCEEDS - CWRPDA | .00               | .00               | .00             | .00               | 490,263          | .0          |
| <b>TOTAL SOURCE 38</b>            | <b>.00</b>        | <b>.00</b>        | <b>.00</b>      | <b>.00</b>        | <b>490,263</b>   | <b>.0</b>   |
| <b>TOTAL FUND REVENUE</b>         | <b>265,321.20</b> | <b>348,453.22</b> | <b>5,130.25</b> | <b>340,407.89</b> | <b>1,561,333</b> | <b>21.8</b> |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND

|                                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT  |
|-----------------------------------------|------------------|------------------|---------------|------------|--------|-------|
| <u>OPERATIONAL EXPENDITURES</u>         |                  |                  |               |            |        |       |
| 51-00-4102 SALARIES                     | 16,704.00        | 9,171.46         | .00           | .00        | 61,109 | .0    |
| 51-00-4103 HOURLY                       | 39,556.41        | 44,295.21        | 8,504.33      | 39,813.16  | 86,677 | 45.9  |
| 51-00-4201 FICA                         | 3,263.35         | 3,089.16         | 488.62        | 2,272.49   | 8,039  | 28.3  |
| 51-00-4202 MEDICARE                     | 763.27           | 722.54           | 114.29        | 531.56     | 1,880  | 28.3  |
| 51-00-4203 HEALTH INS.                  | 12,666.00        | 13,326.82        | 2,257.40      | 9,985.53   | 32,000 | 31.2  |
| 51-00-4204 LIFE INS.                    | 87.50            | 80.50            | 12.25         | 61.25      | 210    | 29.2  |
| 51-00-4205 DEFERRED COMP                | 820.44           | 929.68           | 149.64        | 830.29     | 2,000  | 41.5  |
| 51-00-4206 UNEMPLOYMENT                 | 168.83           | 160.59           | 25.53         | 119.54     | 416    | 28.7  |
| 51-00-4209 DENTAL INSURANCE             | 1,066.00         | 946.00           | 147.20        | 736.00     | 2,600  | 28.3  |
| 51-00-5000 PLANT OPERATIONS CONTRACTUAL | 5,962.87         | 12,444.61        | .00           | 3,842.00   | 60,000 | 6.4   |
| 51-00-5101 LEGAL                        | 3,047.87         | 2,045.69         | .00           | 6,914.03   | 5,000  | 138.3 |
| 51-00-5102 AUDIT                        | 2,166.66         | .00              | .00           | .00        | 3,000  | .0    |
| 51-00-5103 DESIGN/ENGINEERING           | .00              | 1,000.60         | 4,047.50      | 25,577.00  | 43,000 | 59.5  |
| 51-00-5108 OTHER PROFESSIONAL FEES      | 4,025.60         | 7,115.96         | 3,031.49      | 18,028.45  | 45,000 | 40.1  |
| 51-00-5109 PROCESS CONTROL EQUIPMENT    | 3,485.00         | .00              | 21.77         | 1,550.15   | 5,000  | 31.0  |
| 51-00-5201 LAB TESTS                    | 2,488.00         | 1,215.10         | 197.00        | 1,759.00   | 5,000  | 35.2  |
| 51-00-5202 TRASH DISPOSAL               | 170.61           | 229.18           | 54.17         | 350.85     | 600    | 58.5  |
| 51-00-5204 REPAIR/MAINT-PLANT           | 256.10           | 4,734.41         | .00           | .00        | 8,000  | .0    |
| 51-00-5206 CH. CK. SAN DIST. MAINT FEE  | 1,130.00         | 3,148.00         | 145.00        | 1,367.00   | 4,000  | 34.2  |
| 51-00-5207 REPAIR/MAINT.-SERVICES       | 1,124.38         | .00              | .00           | 3,246.97   | 8,000  | 40.6  |
| 51-00-5208 REPAIR/MAINT. - INSTRUMENTS  | .00              | .00              | .00           | .00        | 2,000  | .0    |
| 51-00-5209 INSTRUMENT CALIBRATION       | 281.25           | .00              | .00           | .00        | 1,000  | .0    |
| 51-00-5212 TRAINING                     | 1,020.73         | 265.00           | .00           | 385.00     | 1,500  | 25.7  |
| 51-00-5213 MEDICAL                      | .00              | .00              | .00           | .00        | 100    | .0    |
| 51-00-5215 EMPLOYEE INCENTIVE           | 213.75           | 30.00            | .00           | .00        | 700    | .0    |
| 51-00-5300 CIRSA W/C INSURANCE          | 2,497.28         | 2,720.31         | .00           | 1,247.32   | 5,500  | 22.7  |
| 51-00-5301 CIRSA P/C INSURANCE          | 9,325.48         | 9,993.60         | .00           | 4,410.74   | 20,000 | 22.1  |
| 51-00-5302 DISCHARGE PERMITS/LICENSES   | .00              | .00              | .00           | 151.24     | 1,500  | 10.1  |
| 51-00-5303 TELEPHONE                    | 445.97           | 1,509.80         | 147.08        | 1,130.96   | 3,300  | 34.3  |
| 51-00-5304 DUES & PUBLICATIONS          | .00              | .00              | .00           | 400.00     | 500    | 80.0  |
| 51-00-5305 TRAVEL & MEALS               | .00              | 30.76            | .00           | .00        | 100    | .0    |
| 51-00-5309 CONTRACT OFFICE EQUIPMENT    | 11,290.00        | 1,620.00         | 1,620.00      | 8,100.00   | 20,000 | 40.5  |
| 51-00-5310 POSTAGE                      | 855.31           | 117.25           | .00           | 570.42     | 200    | 285.2 |
| 51-00-5312 LEGAL PUBLICATIONS           | .00              | .00              | .00           | 1,944.60   | 500    | 388.9 |
| 51-00-5313 ADVERTISING                  | .00              | .00              | 72.50         | 72.50      | 100    | 72.5  |
| 51-00-5314 INSURANCE CLAIMS             | .00              | .00              | .00           | .00        | 2,000  | .0    |
| 51-00-5316 RECORDING DOCUMENTS          | .00              | 13.00            | .00           | 26.00      | 200    | 13.0  |
| 51-00-5325 PRINTING                     | 13.98            | 500.00           | .00           | .00        | 500    | .0    |
| 51-00-5330 COMMUNICATION EQUIPMENT      | .00              | .00              | .00           | .00        | 100    | .0    |
| 51-00-5335 CELL/INTERNET SERVICE        | 2,036.35         | 1,693.97         | 744.66        | 2,401.58   | 5,000  | 48.0  |
| 51-00-6001 ELECTRICITY & GAS            | 32,202.13        | 31,861.53        | 6,659.23      | 26,685.00  | 65,000 | 41.1  |
| 51-00-6004 MATERIALS/SUPPLIES/PLANT     | 3,285.39         | 6,841.12         | 430.00        | 4,480.87   | 16,000 | 28.0  |
| 51-00-6007 MATERIALS/SUPPLIES/EQUIP     | 1,980.76         | 59.00            | .00           | .00        | 2,500  | .0    |
| 51-00-6010 MATERIALS/SUPPLIES/OFFICE    | 374.93           | 45.89            | .00           | 127.93     | 600    | 21.3  |
| 51-00-6012 GAS/OIL-EQUIPMENT            | 513.13           | .00              | .00           | .00        | 800    | .0    |
| 51-00-6022 SAFETY ITEMS                 | 161.29           | .00              | .00           | .00        | 1,000  | .0    |
| 51-00-6025 TOOLS                        | 17.24            | 29.97            | .00           | 129.00     | 1,000  | 12.9  |
| 51-00-6030 UNIFORMS                     | 24.00            | .00              | .00           | 21.00      | 200    | 10.5  |
| 51-00-6040 OCCUPATIONAL EQUIP/SAFETY    | 43.42            | .00              | .00           | .00        | 500    | .0    |
| 51-00-6150 FLEET MAINT                  | 721.64           | .00              | .00           | 1,527.90   | 1,000  | 152.8 |
| 51-00-6191 FLEET FUEL                   | 1,091.17         | 783.80           | 153.46        | 960.86     | 2,000  | 48.0  |
| 51-00-6192 FLEET TIRES                  | .00              | .00              | .00           | .00        | 500    | .0    |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND

|                                       | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET  | PCNT |
|---------------------------------------|------------------|------------------|---------------|------------|---------|------|
| 51-00-6201 CHEMICALS-CHLORINE         | 5,764.80         | 9,827.50         | .00           | 2,210.84   | 23,000  | 9.6  |
| 51-00-6207 CHEMICALS/LAB              | 1,441.20         | 431.11           | .00           | .00        | 2,500   | .0   |
| 51-00-6210 CHEMICALS-MISC.            | 1,458.00         | 559.37           | 44.56         | 1,844.40   | 4,000   | 46.1 |
| 51-00-6215 CHEMICALS - CITRIC ACID    | 905.63           | 905.63           | 891.25        | 891.25     | 1,500   | 59.4 |
| 51-00-6216 CHEMICALS-SODIUM HYDROXIDE | 2,017.81         | 479.37           | 1,502.20      | 1,502.20   | 2,500   | 60.1 |
| TOTAL OPERATIONAL EXPENDITURES        | 178,935.53       | 174,973.49       | 31,461.13     | 178,206.88 | 570,931 | 31.2 |

DISTRIBUTION EXPENDITURES

|                                         |           |           |           |           |         |       |
|-----------------------------------------|-----------|-----------|-----------|-----------|---------|-------|
| 51-15-4102 SALARIES                     | 8,352.00  | 9,620.96  | 1,889.60  | 10,367.96 | 24,563  | 42.2  |
| 51-15-4103 HOURLY                       | 17,560.78 | 19,929.45 | 3,908.65  | 20,572.26 | 51,324  | 40.1  |
| 51-15-4104 OVERTIME                     | .00       | .00       | .00       | .00       | 3,000   | .0    |
| 51-15-4201 FICA                         | 1,577.28  | 1,798.10  | 352.49    | 1,881.67  | 4,333   | 43.4  |
| 51-15-4202 MEDICARE                     | 368.91    | 420.55    | 82.44     | 440.05    | 1,013   | 43.4  |
| 51-15-4203 HEALTH INS.                  | 1,725.44  | 1,989.99  | 411.91    | 1,859.13  | 4,815   | 38.6  |
| 51-15-4204 LIFE INS.                    | 41.06     | 43.60     | 8.66      | 43.57     | 105     | 41.5  |
| 51-15-4205 DEFERRED COMP                | 524.58    | 648.66    | 126.19    | 691.76    | 1,500   | 46.1  |
| 51-15-4206 UNEMPLOYMENT                 | 77.81     | 88.64     | 17.41     | 92.91     | 213     | 43.6  |
| 51-15-4209 DENTAL INSURANCE             | 94.35     | 104.08    | 20.42     | 104.10    | 252     | 41.3  |
| 51-15-5111 MAINTENANCE LEAK DETECTION   | .00       | .00       | .00       | .00       | 1,500   | .0    |
| 51-15-5205 REPAIR/MAINT-DISTRIBUTION    | 10.00     | 440.16    | 2,875.00  | 2,875.00  | 5,000   | 57.5  |
| 51-15-5206 REPAIR/MAINT HYDRANTS        | .00       | .00       | .00       | .00       | 3,000   | .0    |
| 51-15-5212 TRAINING                     | 179.07    | .00       | .00       | .00       | 1,000   | .0    |
| 51-15-5309 CONTRACT EQUIPMENT           | .00       | .00       | .00       | 108.00    | 1,500   | 7.2   |
| 51-15-6003 MATERIALS/SUPPLIES/RESERVOIR | 218.46    | .00       | .00       | ( 3.43)   | 1,000   | ( .3) |
| 51-15-6005 MATERIALS/SUPPLIES/DISTRIB.  | 2,812.42  | 4,904.98  | 3,124.56  | 3,667.42  | 6,500   | 56.4  |
| 51-15-6006 MATERIALS/SUPPLIES/HYDRANT   | 60.67     | .00       | .00       | .00       | 5,000   | .0    |
| 51-15-6022 SAFETY ITEMS                 | 115.97    | 93.58     | .00       | 28.00     | 300     | 9.3   |
| 51-15-6025 TOOLS                        | 53.67     | .00       | .00       | .00       | 2,500   | .0    |
| 51-15-6191 FLEET FUEL                   | 230.91    | 85.92     | .00       | .00       | 1,500   | .0    |
| 51-15-7006 METERS/ANTENNA READ BOX      | 112.24    | 2,103.46  | .00       | 4,102.46  | 15,000  | 27.4  |
| TOTAL DISTRIBUTION EXPENDITURES         | 34,115.62 | 42,272.13 | 12,817.33 | 46,830.86 | 134,918 | 34.7  |

DEBT SERVICE

|                                          |            |            |     |            |         |       |
|------------------------------------------|------------|------------|-----|------------|---------|-------|
| 51-79-5108 BANK FEES                     | .00        | 12.00      | .00 | 30.00      | 0       | .0    |
| 51-79-8120 2005 G.F. ADVANCE--PRIN       | .00        | .00        | .00 | .00        | 13,100  | .0    |
| 51-79-8121 NOTES PAY INTERFUND 225K-INT. | .00        | .00        | .00 | .00        | 3,350   | .0    |
| 51-79-8140 2004 CWCBC NOTE--PRINCIPAL    | 30,109.66  | 30,109.66  | .00 | 40,608.00  | 40,609  | 100.0 |
| 51-79-8141 2004 CWCBC NOTE--INTEREST     | 46,463.59  | 46,463.59  | .00 | 35,964.25  | 35,964  | 100.0 |
| 51-79-8144 2002 CWRPDA LOAN--PRINCIPAL   | 66,064.86  | 67,889.06  | .00 | 141,840.52 | 132,130 | 107.4 |
| 51-79-8145 2002 CWRPDA LOAN--INTEREST    | 12,543.09  | 9,528.09   | .00 | 14,177.30  | 20,336  | 69.7  |
| TOTAL DEBT SERVICE                       | 155,181.20 | 154,002.40 | .00 | 232,620.07 | 245,489 | 94.8  |

|                                |                   |                   |                  |                   |                |             |
|--------------------------------|-------------------|-------------------|------------------|-------------------|----------------|-------------|
| <b>TOTAL FUND EXPENDITURES</b> | <b>368,232.35</b> | <b>371,248.02</b> | <b>44,278.46</b> | <b>457,657.81</b> | <b>951,338</b> | <b>48.1</b> |
|--------------------------------|-------------------|-------------------|------------------|-------------------|----------------|-------------|

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND

|                               | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL    | BUDGET  | PCNT    |
|-------------------------------|------------------|------------------|---------------|---------------|---------|---------|
| NET REVENUE OVER EXPENDITURES | 102,911.15-      | 22,794.80-       | ( 39,148.21)  | ( 117,249.92) | 609,995 | ( 19.2) |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

WASTEWATER FUND

ASSETS

|              |                                |                 |               |
|--------------|--------------------------------|-----------------|---------------|
| 52-00-1000   | CASH - COMBINED FUND           | 3,703,287.90    |               |
| 52-00-1125   | CASH W/ FISCAL AGT--CWRPDA '19 | 10,000.00       |               |
| 52-00-1126   | CASH W/ FISCAL AGT--CWRPDA '20 | 1,127,811.35    |               |
| 52-00-1130   | CASH WITH FISCAL AGENT--CDPHE  | 60,000.00       |               |
| 52-00-1161   | UTILITY ACCOUNTS RECEIVABLE    | 33,642.86       |               |
| 52-00-1350   | CONSTRUCTION IN PROGRESS       | 8,674,873.13    |               |
| 52-00-1610   | LAND VALUE                     | 616,889.16      |               |
| 52-00-1630   | IMPROVEMENTS OTHER THAN BLDGS  | 10,194,135.19   |               |
| 52-00-1631   | ACCUMULATED DEPRECIATION       | ( 6,103,444.15) |               |
| 52-00-1640   | MACHINERY & EQUIPMENT          | 397,633.00      |               |
| TOTAL ASSETS |                                |                 | 18,714,828.44 |

LIABILITIES AND EQUITY

LIABILITIES

|                   |                                |              |              |
|-------------------|--------------------------------|--------------|--------------|
| 52-00-2010        | ACCR'D COMP'D ABS-LT           | 11,284.40    |              |
| 52-00-2011        | ACCR'D COMP'D ABS-CURR PORTION | 1,253.82     |              |
| 52-00-2015        | ACCRUED PAYROLL PAYABLE        | 7,664.79     |              |
| 52-00-2020        | ACCOUNTS PAYABLE               | 19,155.05    |              |
| 52-00-2246        | 2005 STX IMPVT FD ADV--LT      | 62,930.30    |              |
| 52-00-2247        | 2005 STX IMPVT FD ADV--CURRENT | 14,235.51    |              |
| 52-00-2256        | 2005 GF ADVANCE PAYABLE--LT    | 10,711.55    |              |
| 52-00-2257        | 2005 GF ADV PAYABLE--CURRENT   | 2,423.07     |              |
| 52-00-2258        | 2005 GF ADV ACCR'D INT PAY     | 65.67        |              |
| 52-00-2266        | 2018 STX IMPVT ADVANCE--LT     | 379,443.16   |              |
| 52-00-2276        | 2019 STX IMPVT ADV--LT PORTION | 2,241,738.00 |              |
| 52-00-2530        | 2019 CWRPDA LOAN               | 2,850,518.25 |              |
| 52-00-2531        | 2019 CWRPDA LOAN--CURR PORTION | 94,616.19    |              |
| 52-00-2532        | 2019 CWRPDA ACCR'D INT PAY     | 2,454.28     |              |
| 52-00-2548        | 2005 STX IMPVT ADV ACCR'D INT  | 736.42       |              |
| 52-00-2550        | 2020 CWRPDA LOAN--LT           | 2,992,265.65 |              |
| 52-00-2551        | 2020 CWRPDA LOAN--CURR PORTION | 7,734.35     |              |
| 52-00-2552        | 2020 CWRPDA ACCR'D INT PAY     | 468.75       |              |
| TOTAL LIABILITIES |                                |              | 8,699,699.21 |

FUND EQUITY

|                              |                                 |              |               |
|------------------------------|---------------------------------|--------------|---------------|
| 52-00-2600                   | FUND BALANCE                    | 8,598,551.21 |               |
| 52-00-2611                   | PLANT INVESTMENT FEES           | 124,940.00   |               |
| 52-00-2612                   | CAPITAL GRANT                   | 464,981.00   |               |
| UNAPPROPRIATED FUND BALANCE: |                                 |              |               |
| 52-00-2900                   | RETAINED EARNINGS               | 810,258.30   |               |
|                              | REVENUE OVER EXPENDITURES - YTD | 16,398.72    |               |
| BALANCE - CURRENT DATE       |                                 |              | 826,657.02    |
| TOTAL FUND EQUITY            |                                 |              | 10,015,129.23 |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

WASTEWATER FUND

TOTAL LIABILITIES AND EQUITY

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18,714,828.44

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CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WASTEWATER FUND

|                                   | YTD ACTUAL 2019-  | YTD ACTUAL 2020-  | PERIOD ACTUAL   | YTD ACTUAL        | BUDGET         | PCNT        |
|-----------------------------------|-------------------|-------------------|-----------------|-------------------|----------------|-------------|
| <u>CHARGES FOR SERVICES</u>       |                   |                   |                 |                   |                |             |
| 52-00-3411 USER FEES              | 252,940.03        | 279,245.16        | ( 80.06)        | 292,248.96        | 860,219        | 34.0        |
| 52-00-3415 LATE CHARGES           | 2,363.82          | 959.03            | .00             | .00               | 6,000          | .0          |
| 52-00-3421 SERVICE                | 1,015.51-         | .00               | .00             | .00               | 0              | .0          |
| 52-00-3422 TAP FEES               | .00               | 44,596.10         | .00             | .00               | 20,000         | .0          |
| <b>TOTAL CHARGES FOR SERVICES</b> | <b>254,288.34</b> | <b>324,800.29</b> | <b>( 80.06)</b> | <b>292,248.96</b> | <b>886,219</b> | <b>33.0</b> |
| <u>MISCELLANEOUS</u>              |                   |                   |                 |                   |                |             |
| 52-00-3601 INTEREST EARNED        | 7,536.33          | 5,076.74          | 75.41           | 659.41            | 6,000          | 11.0        |
| 52-00-3699 OTHER INCOME           | 4,194.26          | 2,130.00          | 400.00          | 1,000.00          | 4,000          | 25.0        |
| <b>TOTAL MISCELLANEOUS</b>        | <b>11,730.59</b>  | <b>7,206.74</b>   | <b>475.41</b>   | <b>1,659.41</b>   | <b>10,000</b>  | <b>16.6</b> |
| <b>TOTAL FUND REVENUE</b>         | <b>266,018.93</b> | <b>332,007.03</b> | <b>395.35</b>   | <b>293,908.37</b> | <b>896,219</b> | <b>32.8</b> |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WASTEWATER FUND

|                                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|-----------------------------------------|------------------|------------------|---------------|------------|--------|------|
| <u>OPERATIONAL EXPENDITURES</u>         |                  |                  |               |            |        |      |
| 52-00-4102 SALARIES                     | 16,704.00        | 9,171.46         | .00           | .00        | 61,109 | .0   |
| 52-00-4103 HOURLY                       | 39,556.23        | 44,295.03        | 8,504.29      | 39,812.84  | 86,677 | 45.9 |
| 52-00-4104 OVERTIME                     | .00              | .00              | .00           | .00        | 4,000  | .0   |
| 52-00-4201 FICA                         | 3,262.94         | 3,088.95         | 488.57        | 2,272.20   | 6,577  | 34.6 |
| 52-00-4202 MEDICARE                     | 763.12           | 722.30           | 114.24        | 531.32     | 1,537  | 34.6 |
| 52-00-4203 HEALTH INSURANCE             | 12,666.00        | 13,326.78        | 2,257.40      | 9,985.48   | 32,000 | 31.2 |
| 52-00-4204 LIFE INS.                    | 87.50            | 80.50            | 12.25         | 61.25      | 175    | 35.0 |
| 52-00-4205 DEFERRED COMP                | 820.40           | 929.62           | 149.63        | 830.22     | 2,000  | 41.5 |
| 52-00-4206 UNEMPLOYMENT                 | 168.74           | 160.07           | 25.48         | 119.25     | 341    | 35.0 |
| 52-00-4209 DENTAL INSURANCE             | 1,066.00         | 946.00           | 147.20        | 736.00     | 2,016  | 36.5 |
| 52-00-5000 PLANT OPERATIONS CONTRACTUAL | 4,974.00         | 11,170.84        | 1,136.00      | 11,797.56  | 23,000 | 51.3 |
| 52-00-5101 LEGAL                        | 1,960.00         | 510.00           | .00           | .00        | 5,000  | .0   |
| 52-00-5102 AUDIT                        | 2,166.67         | .00              | .00           | .00        | 3,000  | .0   |
| 52-00-5103 DESIGN/ENGINEERING           | 2,314.70         | 3,137.64         | .00           | 1,016.00   | 8,000  | 12.7 |
| 52-00-5108 OTHER PROFESSIONAL FEES      | 3,795.40         | 6,282.96         | 2,893.99      | 9,603.00   | 26,000 | 36.9 |
| 52-00-5109 PROCESS CONTROL EQUIPMENT    | 1,537.42         | 611.04           | 277.25        | 854.15     | 3,000  | 28.5 |
| 52-00-5201 LAB TESTS                    | 1,845.00         | 4,963.09         | 315.01        | 2,451.82   | 10,000 | 24.5 |
| 52-00-5202 DISPOSAL-TRASH               | 706.18           | 582.98           | .00           | 917.72     | 1,000  | 91.8 |
| 52-00-5204 REPAIR/MAINT.-PLANT          | 8,632.52         | 7,325.26         | 209.57        | 7,568.02   | 21,000 | 36.0 |
| 52-00-5206 CH. CREEK SAN DIST MAINT FEE | 1,130.00         | 1,352.00         | .00           | .00        | 3,000  | .0   |
| 52-00-5207 REPAIR/MAINT-SERVICES        | 1,254.38         | 555.28           | .00           | 2,863.82   | 8,000  | 35.8 |
| 52-00-5208 REPAIR MAINT - INSTRUMENTS   | 211.98           | .00              | .00           | .00        | 1,500  | .0   |
| 52-00-5209 INSTRUMENT CALIBRATION       | 281.25           | .00              | .00           | .00        | 500    | .0   |
| 52-00-5212 TRAINING                     | 1,021.63         | 215.00           | .00           | 124.95     | 1,500  | 8.3  |
| 52-00-5213 MEDICAL                      | .00              | .00              | .00           | .00        | 100    | .0   |
| 52-00-5215 EMPLOYEE INCENTIVE           | 213.75           | 30.00            | .00           | .00        | 100    | .0   |
| 52-00-5250 SLUDGE REMOVAL               | 15,464.79        | 18,855.85        | .00           | 9,389.99   | 55,000 | 17.1 |
| 52-00-5300 CIRSA W/C INSURANCE          | 2,497.28         | 2,720.29         | .00           | 1,247.32   | 5,500  | 22.7 |
| 52-00-5301 CIRSA P/C INSURANCE          | 9,325.48         | 9,993.61         | .00           | 4,410.75   | 20,000 | 22.1 |
| 52-00-5302 DISCHARGE PERMITS/LICENSES   | .00              | .00              | .00           | .00        | 5,000  | .0   |
| 52-00-5303 TELEPHONE                    | 848.61           | 453.00           | 147.08        | 369.77     | 1,500  | 24.7 |
| 52-00-5305 TRAVEL & MEALS               | .00              | 30.76            | .00           | .00        | 150    | .0   |
| 52-00-5309 CONTRACT OFFICE EQUIPMENT    | 9,040.00         | 1,620.00         | 1,620.00      | 8,100.00   | 20,000 | 40.5 |
| 52-00-5310 POSTAGE & SHIPPING           | 878.60           | 117.25           | .00           | 567.21     | 1,200  | 47.3 |
| 52-00-5312 LEGAL PUBLICATIONS           | .00              | .00              | .00           | .00        | 300    | .0   |
| 52-00-5313 ADVERTISING                  | .00              | .00              | 72.50         | 72.50      | 100    | 72.5 |
| 52-00-5314 INSURANCE CLAIMS             | .00              | 2,408.91         | .00           | .00        | 2,500  | .0   |
| 52-00-5316 RECORDING DOCUMENTS          | .00              | .00              | .00           | 26.00      | 400    | 6.5  |
| 52-00-5325 PRINTING                     | .00              | 1,044.57         | .00           | .00        | 1,500  | .0   |
| 52-00-5330 COMMUNICATION EQUIPMENT      | .00              | .00              | .00           | .00        | 50     | .0   |
| 52-00-5335 CELL/INTERNET SERVICE        | 454.78           | 1,524.16         | 2,629.94      | 15,829.86  | 18,500 | 85.6 |
| 52-00-5390 UCCWA                        | 1,167.21         | 2,062.00         | .00           | .00        | 2,500  | .0   |
| 52-00-6001 ELECTRICITY & GAS            | 36,847.90        | 29,913.54        | 11,720.14     | 46,670.41  | 65,000 | 71.8 |
| 52-00-6004 MATERIALS/SUPPLIES/PLANT     | 1,463.00         | 2,077.00         | 50.09         | 50.09      | 4,200  | 1.2  |
| 52-00-6007 MATERIALS/SUPPLIES/EQUIP     | 1,840.49         | 4.90             | .00           | 2,476.92   | 3,000  | 82.6 |
| 52-00-6010 MATERIALS/SUPPLIES/OFFICE    | 38.39            | 1,440.78         | .00           | 240.67     | 2,800  | 8.6  |
| 52-00-6012 GAS/OIL-EQUIPMENT            | 1,567.78         | 649.74           | .00           | .00        | 2,000  | .0   |
| 52-00-6022 SAFETY ITEMS                 | .00              | 259.60           | .00           | 10.99      | 500    | 2.2  |
| 52-00-6025 TOOLS                        | 68.45            | .00              | .00           | .00        | 1,000  | .0   |
| 52-00-6030 UNIFORMS                     | 24.00            | .00              | .00           | .00        | 200    | .0   |
| 52-00-6040 OCCUPATIONAL EQUIP/SAFETY    | 43.42            | .00              | 21.99         | 148.13     | 500    | 29.6 |
| 52-00-6150 FLEET MAINT                  | 314.59           | 21.10            | .00           | 28.03      | 1,000  | 2.8  |



CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WASTEWATER FUND

|                                          | YTD ACTUAL 2019-  | YTD ACTUAL 2020-  | PERIOD ACTUAL       | YTD ACTUAL        | BUDGET         | PCNT        |
|------------------------------------------|-------------------|-------------------|---------------------|-------------------|----------------|-------------|
| 52-00-6191 FLEET FUEL                    | 1,091.12          | 783.81            | 153.47              | 960.87            | 2,000          | 48.0        |
| 52-00-6192 FLEET TIRES                   | .00               | .00               | .00                 | .00               | 1,000          | .0          |
| 52-00-6193 FLEET SUPPLIES                | 7.20              | .00               | .00                 | 2.99              | 200            | 1.5         |
| 52-00-6205 CHEMICALS-SULFUR DIOXIDE      | .00               | .00               | .00                 | .00               | 600            | .0          |
| 52-00-6207 CHEMICALS/LAB                 | .00               | 798.26            | .00                 | .00               | 1,500          | .0          |
| 52-00-6210 CHEMICALS-MISC.               | 15,435.02         | 13,887.02         | 3,253.02            | 4,303.02          | 32,000         | 13.5        |
| <b>TOTAL OPERATIONAL EXPENDITURES</b>    | <b>205,557.92</b> | <b>200,122.95</b> | <b>36,199.11</b>    | <b>186,451.12</b> | <b>562,832</b> | <b>33.1</b> |
| <b>COLLECTIONS EXPENDITURES</b>          |                   |                   |                     |                   |                |             |
| 52-16-4102 SALARIES                      | 8,352.00          | 9,620.96          | 1,889.60            | 10,367.96         | 24,563         | 42.2        |
| 52-16-4103 HOURLY                        | 17,560.70         | 19,929.37         | 3,908.64            | 20,572.21         | 51,324         | 40.1        |
| 52-16-4104 OVERTIME                      | .00               | .00               | .00                 | .00               | 5,000          | .0          |
| 52-16-4201 FICA                          | 1,577.02          | 1,797.99          | 352.46              | 1,881.46          | 4,333          | 43.4        |
| 52-16-4202 MEDICARE                      | 368.70            | 420.43            | 82.44               | 440.01            | 1,013          | 43.4        |
| 52-16-4203 HEALTH INSURANCE              | 1,725.55          | 1,989.97          | 411.92              | 1,859.15          | 5,000          | 37.2        |
| 52-16-4204 LIFE INS.                     | 40.91             | 43.44             | 8.65                | 43.47             | 104            | 41.8        |
| 52-16-4205 DEFERRED COMP                 | 524.56            | 648.65            | 126.15              | 691.58            | 1,600          | 43.2        |
| 52-16-4206 UNEMPLOYMENT                  | 77.56             | 88.70             | 17.38               | 92.73             | 213            | 43.5        |
| 52-16-4209 DENTAL INSURANCE              | 94.35             | 104.08            | 20.42               | 104.11            | 252            | 41.3        |
| 52-16-5205 REPAIR/MAINT.-COLLECTION      | .00               | .00               | .00                 | .00               | 2,500          | .0          |
| 52-16-5212 TRAINING                      | 525.00            | .00               | .00                 | .00               | 800            | .0          |
| 52-16-6005 MATERIALS/SUPPLIES/COLLECTION | 961.35            | 473.53            | 307.05              | 329.01            | 5,500          | 6.0         |
| 52-16-6022 SAFETY ITEMS                  | 79.99             | 73.59             | 50.97               | 64.97             | 200            | 32.5        |
| 52-16-6025 TOOLS                         | .00               | .00               | .00                 | .00               | 1,500          | .0          |
| 52-16-6191 FLEET FUEL                    | 230.89            | 85.92             | .00                 | .00               | 1,500          | .0          |
| 52-16-7007 EQUIPMENT PURCHASE            | .00               | .00               | .00                 | .00               | 1,500          | .0          |
| <b>TOTAL COLLECTIONS EXPENDITURES</b>    | <b>32,118.58</b>  | <b>35,276.63</b>  | <b>7,175.68</b>     | <b>36,446.66</b>  | <b>106,902</b> | <b>34.1</b> |
| <b>DEBT SERVICE</b>                      |                   |                   |                     |                   |                |             |
| 52-79-8101 2020 CWRPDA--PRINCIPAL        | .00               | 7,734.35          | .00                 | 47,249.03         | 94,616         | 49.9        |
| 52-79-8102 2020 CWRPDA--INTEREST         | .00               | 1,250.00          | .00                 | 7,362.84          | 14,608         | 50.4        |
| 52-79-8107 NOTES PAY INTERFUND 275K-PRIN | .00               | .00               | .00                 | .00               | 13,683         | .0          |
| 52-79-8108 NOTES PAY INTERFUND 275K-INT. | .00               | .00               | .00                 | .00               | 3,498          | .0          |
| <b>TOTAL DEBT SERVICE</b>                | <b>.00</b>        | <b>8,984.35</b>   | <b>.00</b>          | <b>54,611.87</b>  | <b>126,405</b> | <b>43.2</b> |
| <b>TOTAL FUND EXPENDITURES</b>           | <b>237,676.50</b> | <b>244,383.93</b> | <b>43,374.79</b>    | <b>277,509.65</b> | <b>796,139</b> | <b>34.9</b> |
| <b>NET REVENUE OVER EXPENDITURES</b>     | <b>28,342.43</b>  | <b>87,623.10</b>  | <b>( 42,979.44)</b> | <b>16,398.72</b>  | <b>100,080</b> | <b>16.4</b> |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

STORM WATER FUND

ASSETS

|            |                           |           |           |
|------------|---------------------------|-----------|-----------|
| 53-00-1000 | CASH - COMBINED FUND      | 13,420.61 |           |
| 53-00-1275 | NOTE REC. - WWW 2005 LOAN | 15,463.60 |           |
|            |                           |           |           |
|            | TOTAL ASSETS              |           | 28,884.21 |

LIABILITIES AND EQUITY

FUND EQUITY

|            |                                 |           |           |
|------------|---------------------------------|-----------|-----------|
| 53-00-2600 | FUND BALANCE                    | 24,882.40 |           |
|            |                                 |           |           |
|            | UNAPPROPRIATED FUND BALANCE:    |           |           |
| 53-00-2900 | RETAINED EARNINGS               | 4,000.00  |           |
|            | REVENUE OVER EXPENDITURES - YTD | 1.81      |           |
|            |                                 |           |           |
|            | BALANCE - CURRENT DATE          | 4,001.81  |           |
|            |                                 |           |           |
|            | TOTAL FUND EQUITY               |           | 28,884.21 |
|            |                                 |           |           |
|            | TOTAL LIABILITIES AND EQUITY    |           | 28,884.21 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

STORM WATER FUND

|            |                         | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|-------------------------|------------------|------------------|---------------|------------|--------|------|
|            |                         |                  |                  |               |            |        |      |
|            | <u>NOTES RECEIVABLE</u> |                  |                  |               |            |        |      |
| 53-00-3400 | NOTES RECEIVABLE 40K WW | .00              | .00              | .00           | .00        | 700    | .0   |
|            | TOTAL NOTES RECEIVABLE  | .00              | .00              | .00           | .00        | 700    | .0   |
|            | <u>MISCELLANEOUS</u>    |                  |                  |               |            |        |      |
| 53-00-3601 | INTEREST EARNED         | .00              | 4.28             | .27           | 1.81       | 0      | .0   |
|            | TOTAL MISCELLANEOUS     | .00              | 4.28             | .27           | 1.81       | 0      | .0   |
|            | <u>TRANSFERS</u>        |                  |                  |               |            |        |      |
| 53-00-3921 | TRANSFER FROM STI FUND  | .00              | .00              | .00           | .00        | 25,000 | .0   |
|            | TOTAL TRANSFERS         | .00              | .00              | .00           | .00        | 25,000 | .0   |
|            | TOTAL FUND REVENUE      | .00              | 4.28             | .27           | 1.81       | 25,700 | .0   |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

STORM WATER FUND

|            |                                | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|--------------------------------|------------------|------------------|---------------|------------|--------|------|
|            | <u>STORMWATER EXPENDITURES</u> |                  |                  |               |            |        |      |
| 53-00-6096 | DRAINAGE, CURB & GUTTER        | .00              | 100,000.00       | .00           | .00        | 20,000 | .0   |
|            | TOTAL STORMWATER EXPENDITURES  | .00              | 100,000.00       | .00           | .00        | 20,000 | .0   |
|            | TOTAL FUND EXPENDITURES        | .00              | 100,000.00       | .00           | .00        | 20,000 | .0   |
|            | NET REVENUE OVER EXPENDITURES  | .00              | 99,995.72-       | .27           | 1.81       | 5,700  | .0   |



CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

WATER FUND CIP

ASSETS

|            |                      |           |           |
|------------|----------------------|-----------|-----------|
| 54-00-1000 | CASH - COMBINED FUND | 64,076.81 |           |
|            | TOTAL ASSETS         |           | 64,076.81 |

LIABILITIES AND EQUITY

LIABILITIES

|            |                   |            |            |
|------------|-------------------|------------|------------|
| 54-00-2020 | ACCOUNTS PAYABLE  | 139,769.86 |            |
|            | TOTAL LIABILITIES |            | 139,769.86 |

FUND EQUITY

|            |                                                                 |               |              |
|------------|-----------------------------------------------------------------|---------------|--------------|
| 54-00-2600 | FUND BALANCE                                                    | 126,043.14    |              |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | ( 201,736.19) |              |
|            | BALANCE - CURRENT DATE                                          | ( 201,736.19) |              |
|            | TOTAL FUND EQUITY                                               |               | ( 75,693.05) |
|            | TOTAL LIABILITIES AND EQUITY                                    |               | 64,076.81    |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND CIP

|            |                             | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|-----------------------------|------------------|------------------|---------------|------------|--------|------|
|            |                             |                  |                  |               |            |        |      |
|            | <u>SOURCE 33</u>            |                  |                  |               |            |        |      |
| 54-00-3307 | SEVERENCE TAX - FED MINERAL | .00              | .00              | .00           | .00        | 6,000  | .0   |
|            | TOTAL SOURCE 33             | .00              | .00              | .00           | .00        | 6,000  | .0   |
|            | <u>SOURCE 36</u>            |                  |                  |               |            |        |      |
| 54-00-3601 | INTEREST EARNED             | .00              | 33.02            | 1.30          | 6.67       | 0      | .0   |
|            | TOTAL SOURCE 36             | .00              | 33.02            | 1.30          | 6.67       | 0      | .0   |
|            | TOTAL FUND REVENUE          | .00              | 33.02            | 1.30          | 6.67       | 6,000  | .1   |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WATER FUND CIP

|                                           | YTD ACTUAL 2019-  | YTD ACTUAL 2020- | PERIOD ACTUAL     | YTD ACTUAL        | BUDGET         | PCNT        |
|-------------------------------------------|-------------------|------------------|-------------------|-------------------|----------------|-------------|
| <u>WATER CIP PROJECTS</u>                 |                   |                  |                   |                   |                |             |
| 54-72-7310 WATER TREATMENT PLANT UPGRADES | .00               | .00              | 125,931.86        | 125,931.86        | 150,000        | 84.0        |
| 54-72-7320 WATER DISTRIBUTION PROJECTS    | 86,669.93         | 2,082.00         | 2,419.00          | 75,811.00         | 145,000        | 52.3        |
| 54-72-7325 RESERVOIR/DAM REPAIRS          | .00               | .00              | .00               | .00               | 15,000         | .0          |
| TOTAL WATER CIP PROJECTS                  | 86,669.93         | 2,082.00         | 128,350.86        | 201,742.86        | 310,000        | 65.1        |
| <u>CAPITAL EXP. EQUIPMENT</u>             |                   |                  |                   |                   |                |             |
| 54-74-7420 VEHICLES                       | 17,500.00         | .00              | .00               | .00               | 0              | .0          |
| 54-74-7421 OTHER EQUIPMENT                | 811.50            | .00              | .00               | .00               | 0              | .0          |
| TOTAL CAPITAL EXP. EQUIPMENT              | 18,311.50         | .00              | .00               | .00               | 0              | .0          |
| <b>TOTAL FUND EXPENDITURES</b>            | <b>104,981.43</b> | <b>2,082.00</b>  | <b>128,350.86</b> | <b>201,742.86</b> | <b>310,000</b> | <b>65.1</b> |
| NET REVENUE OVER EXPENDITURES             | 104,981.43-       | 2,048.98-        | ( 128,349.56)     | ( 201,736.19)     | 304,000-       | ( 66.4)     |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

WASTEWATER CIP

ASSETS

|            |                      |   |               |                 |
|------------|----------------------|---|---------------|-----------------|
| 55-00-1000 | CASH - COMBINED FUND | ( | 3,495,283.85) |                 |
| 55-00-1165 | OTHER RECEIVABLES    |   | 78,035.14     |                 |
|            |                      |   |               |                 |
|            | TOTAL ASSETS         |   |               | ( 3,417,248.71) |

LIABILITIES AND EQUITY

LIABILITIES

|            |                   |  |            |            |
|------------|-------------------|--|------------|------------|
| 55-00-2020 | ACCOUNTS PAYABLE  |  | 45,289.21  |            |
| 55-00-2021 | RETAINAGE PAYABLE |  | 147,810.11 |            |
|            |                   |  |            |            |
|            | TOTAL LIABILITIES |  |            | 193,099.32 |

FUND EQUITY

|            |                                 |   |               |                 |
|------------|---------------------------------|---|---------------|-----------------|
| 55-00-2600 | FUND BALANCE                    | ( | 2,916,047.48) |                 |
|            |                                 |   |               |                 |
|            | UNAPPROPRIATED FUND BALANCE:    |   |               |                 |
|            | REVENUE OVER EXPENDITURES - YTD | ( | 694,300.55)   |                 |
|            |                                 |   |               |                 |
|            | BALANCE - CURRENT DATE          | ( | 694,300.55)   |                 |
|            |                                 |   |               |                 |
|            | TOTAL FUND EQUITY               |   |               | ( 3,610,348.03) |
|            |                                 |   |               |                 |
|            | TOTAL LIABILITIES AND EQUITY    |   |               | ( 3,417,248.71) |



CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WASTEWATER CIP

|                  |                    | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET    | PCNT |
|------------------|--------------------|------------------|------------------|---------------|------------|-----------|------|
|                  |                    |                  |                  |               |            |           |      |
| <u>SOURCE 36</u> |                    |                  |                  |               |            |           |      |
| 55-00-3601       | INTEREST EARNED    | .00              | 908.26-          | ( 71.18)      | ( 582.79)  | 0         | .0   |
|                  | TOTAL SOURCE 36    | .00              | 908.26-          | ( 71.18)      | ( 582.79)  | 0         | .0   |
| <u>TRANSFERS</u> |                    |                  |                  |               |            |           |      |
| 55-00-3962       | GRANTS             | .00              | 889,799.25       | .00           | .00        | 4,000,000 | .0   |
|                  | TOTAL TRANSFERS    | .00              | 889,799.25       | .00           | .00        | 4,000,000 | .0   |
|                  | TOTAL FUND REVENUE | .00              | 888,890.99       | ( 71.18)      | ( 582.79)  | 4,000,000 | .0   |

CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

WASTEWATER CIP

|                                |                                | YTD ACTUAL 2019-  | YTD ACTUAL 2020-    | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET           | PCNT        |
|--------------------------------|--------------------------------|-------------------|---------------------|------------------|-------------------|------------------|-------------|
|                                |                                |                   |                     |                  |                   |                  |             |
| <u>WASTEWATER CIP PROJECTS</u> |                                |                   |                     |                  |                   |                  |             |
| 55-72-7310                     | WWTP UPGRADES                  | 478,163.58        | 1,537,826.89        | 39,890.65        | 693,717.76        | 3,000,000        | 23.1        |
| 55-72-7320                     | WW COLLECTION PROJECTS         | 115,277.73        | 2,276.57            | .00              | .00               | 50,000           | .0          |
|                                | TOTAL WASTEWATER CIP PROJECTS  | 593,441.31        | 1,540,103.46        | 39,890.65        | 693,717.76        | 3,050,000        | 22.7        |
| <u>CAPITAL EXP. EQUIPMENT</u>  |                                |                   |                     |                  |                   |                  |             |
| 55-74-7420                     | VEHICLES                       | 52,824.00         | .00                 | .00              | .00               | 0                | .0          |
| 55-74-7421                     | OTHER EQUIPMENT                | 811.50            | .00                 | .00              | .00               | 0                | .0          |
|                                | TOTAL CAPITAL EXP. EQUIPMENT   | 53,635.50         | .00                 | .00              | .00               | 0                | .0          |
|                                | <b>TOTAL FUND EXPENDITURES</b> | <b>647,076.81</b> | <b>1,540,103.46</b> | <b>39,890.65</b> | <b>693,717.76</b> | <b>3,050,000</b> | <b>22.7</b> |
|                                | NET REVENUE OVER EXPENDITURES  | 647,076.81-       | 651,212.47- (       | 39,961.83) (     | 694,300.55)       | 950,000          | ( 73.1)     |

CITY OF IDAHO SPRINGS  
BALANCE SHEET  
MAY 31, 2021

POLICE PENSION FUND

ASSETS

|            |                      |          |          |
|------------|----------------------|----------|----------|
| 71-00-1000 | CASH - COMBINED FUND | 7,419.71 |          |
|            | TOTAL ASSETS         |          | 7,419.71 |

LIABILITIES AND EQUITY

LIABILITIES

|            |                         |        |        |
|------------|-------------------------|--------|--------|
| 71-00-2015 | ACCRUED PAYROLL PAYABLE | 450.84 |        |
|            | TOTAL LIABILITIES       |        | 450.84 |

FUND EQUITY

|            |                                                                 |          |          |
|------------|-----------------------------------------------------------------|----------|----------|
| 71-00-2600 | FUND BALANCE                                                    | 5,032.30 |          |
|            | UNAPPROPRIATED FUND BALANCE:<br>REVENUE OVER EXPENDITURES - YTD | 1,936.57 |          |
|            | BALANCE - CURRENT DATE                                          | 1,936.57 |          |
|            | TOTAL FUND EQUITY                                               |          | 6,968.87 |
|            | TOTAL LIABILITIES AND EQUITY                                    |          | 7,419.71 |

CITY OF IDAHO SPRINGS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

POLICE PENSION FUND

|            |                            | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|----------------------------|------------------|------------------|---------------|------------|--------|------|
|            |                            |                  |                  |               |            |        |      |
|            | <u>MISCELLANEOUS</u>       |                  |                  |               |            |        |      |
| 71-00-3601 | INTEREST EARNED            | .00              | .65-             | (.02)         | (1.63)     | 0      | .0   |
|            | TOTAL MISCELLANEOUS        | .00              | .65-             | (.02)         | (1.63)     | 0      | .0   |
|            | <u>INTERFUND TRANSFERS</u> |                  |                  |               |            |        |      |
| 71-00-3910 | TRANSFER FROM GENERAL FUND | .00              | .00              | .00           | 8,250.00   | 15,500 | 53.2 |
|            | TOTAL INTERFUND TRANSFERS  | .00              | .00              | .00           | 8,250.00   | 15,500 | 53.2 |
|            | TOTAL FUND REVENUE         | .00              | .65-             | (.02)         | 8,248.37   | 15,500 | 53.2 |



CITY OF IDAHO SPRINGS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

POLICE PENSION FUND

|            |                                    | YTD ACTUAL 2019- | YTD ACTUAL 2020- | PERIOD ACTUAL | YTD ACTUAL | BUDGET | PCNT |
|------------|------------------------------------|------------------|------------------|---------------|------------|--------|------|
|            |                                    |                  |                  |               |            |        |      |
|            | <u>POLICE PENSION EXPENDITURES</u> |                  |                  |               |            |        |      |
| 71-00-4103 | PENSION BENEFIT PAYMENT            | 6,311.80         | 6,311.80         | 1,147.60      | 6,311.80   | 15,500 | 40.7 |
|            | TOTAL POLICE PENSION EXPENDITURES  | 6,311.80         | 6,311.80         | 1,147.60      | 6,311.80   | 15,500 | 40.7 |
|            | TOTAL FUND EXPENDITURES            | 6,311.80         | 6,311.80         | 1,147.60      | 6,311.80   | 15,500 | 40.7 |
|            | NET REVENUE OVER EXPENDITURES      | 6,311.80-        | 6,312.45-        | ( 1,147.62)   | 1,936.57   | 0      | .0   |

## Office of the City Administrator

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**To:** Mayor and City Council  
**From:** Andrew Marsh  
**Date:** June 28, 2021  
**Subject:** Administrative Update

### Requests for Action:

- Motion to approve a Grant Agreement with the State of Colorado, Department of Natural Resources, Colorado Parks and Wildlife, in the amount of \$249,487, with a cash match of \$36,375, for the construction of hiking trails in Virginia Canyon Mountain Park (VCMP). The match will be funded with \$29,347.63 in proceeds from the Feast on the Creek fundraisers and with up to \$7,027.37 from the Grant Matches line item 21-00-6200.
- Motion to approve a Letter Agreement from JVA in the amount of \$55,900 for final construction documents, bidding assistance, and construction contract administration engineering services for the Public Works Facility Project 1. Engineering line item 21-00-5103.
- Motion to approve a Proposal from HDR in the amount of \$57,358 for program management and project development for the Idaho Springs Mobility Hub and Parking Structure. Engineering line item 21-00-5103.
- Motion to approve a Proposal from Raftelis in the amount of \$31,951 to update the Water Enterprise financial plan, update the customer class cost of service analysis, and develop 2022 rate recommendations. Other Professional Fees line items 51-00-5108 and 52-00-5108.

### Updates:

- The Mayor and Jon attended on May 20 and June 15 the regular board meetings of the Clear Creek Economic Development Corporation (CCEDC).
- The Mayor and staff attended several meetings with Four Points Funding and the School District regarding the Block 57 (Gold Digger Field) project.
- The Mayor and staff attended on May 20 a meeting with the downtown business group and Downtown Colorado Inc. regarding the parking structure and special improvement district.
- Attended on May 21 the City Council Retreat.
- The Mayor and staff attended on May 24 a kick-off meeting and tour with Studio Seed for the Downtown Master Plan project.
- The Mayor and staff met on May 25 with JVA regarding various projects.

- The Mayor and staff met on May 27 with CDOT, Walker and JVA regarding the proposed Transit Center Project, including the parking structure.
- The Mayor, Wayne Ramey, John, Wonder and I interviewed on June 1 two candidates for the Water/Wastewater Superintendent position. Thomas Palmer has accepted an offer of employment and is expected to begin work late July or early August.
- Jerad and I met on June 1 and 2 with Community Matters Inc. regarding the transition of planning services to in-house.
- Met on June 4 with CDOT regarding the plans for construction of the Greenway from the roundabout to the Game Check Station.
- The Mayor, Jon, Jerad and I attended on June 9 a Colorado Office of Economic Development and International Trade (OEDIT) tour of Idaho Springs that included the executive directors of CDOT and DOLA. Sites visited included the Argo, Gold Digger Field, the former middle/high school building, and the proposed parking structure/mobility hub.
- John and I met on June 15 with JVA regarding the update to the City's capital improvement plan.
- The Mayor and staff attended on June 15 an Independence Day coordination meeting.
- Jerad, Jon and I attended on June 15 the HPRC meeting.
- John, Jon and I met on June 16 with Hoehn Architects regarding the Library landscape project.
- Jerad, Jon and I attended on June 16 the Variance Board meeting.
- The Mayor and staff met on June 17 with Lorraine, Studio Seed and the CCEDC regarding the financial plan for the mobility hub and parking structure.
- The Mayor and staff toured the downtown on June 17 with Interstate Parking regarding signage.
- Staff met on June 17 with COMBA regarding the VCMF trails construction project.
- John and I met on June 23 with Hoehn Architects and the Library District to finalize the construction documents for the landscape project at the Library.
- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended bi-weekly Downtown Improvements Work Group meetings.
- Attended bi-weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

## Upcoming Events:

- The City's consultant for the Downtown Master Plan, Studio Seed, will be sponsoring a two-day workshop at City Hall on June 30 and July 1. See attached flyer for the details. The schedule includes:
  - June 30, 11:00-1:00 - Community Drop-In
  - July 1, 10:00-11:00 – Walking Tour
  - July 1, 4:00-7:00 – Community Conversations at Tommyknockers, Frothy Cup and Citizens Park.
- The City's 4<sup>th</sup> of July Celebration will include bands at Citizens Park beginning at 1:00 p.m. and fireworks at 9:15 p.m. See attached flyer for the details.
- City offices will be closed on Monday, July 5 in observance of the Independence Day holiday.
- A Planning Commission work session will be held on Wednesday, July 7 at 6:00 regarding possible land use code changes.



# DOWNTOWN IS...

The City of Idaho Springs is embarking on a **Downtown Master Plan** to guide continued improvements to our National Historic District and we'd love to hear from YOU at the **Downtown Workshop!**

## HOW TO PARTICIPATE:

**NOW OPEN!**

**Take the Online Survey!**



**June 30th 11am-1pm**

**Community Drop In**

Stop by **City Hall** from 11:00-1:00 to learn about the plan and tell us your ideas for the future of Downtown.

**July 1st 10-11am**

**Walking Tour**

Meet at **City Hall** at 10:00 to join other community members on a tour of downtown and share your ideas!

**July 1st 4-7pm**

**Downtown Celebration**

Three stations will be set up at: Tommyknockers, The Frothy Cup, and Citizens Park.

**LIVE MUSIC!**

# SAVE THE DATE: JUNE 30 & JULY 1



# 4th of July Celebration in Idaho Springs



## **Citizens Park Activities start at 1:00 PM**

- . Food Vendors
- . Beer Garden
- . Bounce House
- . Dunk Tank
- . Caricature Artist
- . Live Music, including
- . Bottlerocket Hurricane
- . Dotsero
- . Twenty Hands High
- . Home Slice

## **Ballfields Activities (Shuttles Available All Day)**

- . Lawn Games
- . Kids Activities
- . Ice Rink Bumper Cars
- . Water Slide
- . Food Vendors

## **Fireworks Show** **provided by Zambelli Fireworks** **beginning at 9:15 PM**

(Weather conditions permitting)

*Sponsored by the City of Idaho Springs  
and the Idaho Springs  
Chamber of Commerce, with the help of  
the Idaho Springs Marketing  
Alliance, the Clear Creek School  
District, The Clear Creek Recreation  
District, The Clear Creek Fire  
Authority, & Mountain Youth Network*



**IDAHO SPRINGS**  
CHAMBER OF COMMERCE

# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                 |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Natural Resources<br>Colorado Parks and Wildlife<br>1313 Sherman Street<br>Denver, Colorado 80203                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Agreement Number</b><br>CMS #168559<br>CORE Encumbrance # CTGG1 2021*3304                                                                                                                    |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
| <b>Grantee</b><br>City of Idaho Springs<br>PO Box 907<br>Idaho Springs, CO 80452-0907                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Agreement Performance Beginning Date</b><br>The Effective Date                                                                                                                               |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Initial Agreement Expiration Date</b><br>June 30, 2023                                                                                                                                       |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
| <b>Agreement Maximum Amount</b><br>Entire contract term for all applicable fiscal years:\$249,487                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Agreement Authority</b><br>Authority to enter into this Contract exists in C.R.S. 33-10-107(1)(e).                                                                                           |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                 |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
| <b>Agreement Purpose</b><br>The purpose of this agreement is to build out four segments totaling 3.72 miles of hiking and mountain biking trails.<br><br>The Contract is exempt from the procurement code under 24-101-105(1)(II.5) and Procurement Rule R-101-105-01.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                 |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Budget.</li> <li>3. Exhibit C, Sample Option Letter</li> </ol><br>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §18 of the main body of this Agreement.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit B, Budget.</li> <li>5. Exhibit C, Sample Option Letter</li> </ol> |                                                                                                                                                                                                 |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |
| <table border="0"> <tr> <td data-bbox="126 1491 824 1728"> <b>Principal Representatives</b><br/>           For the State:<br/>           Pam O'Malley<br/>           Colorado Parks and Wildlife<br/>           13787 South Highway 85<br/>           Littleton, CO 80125<br/> <a href="mailto:Pam.omalley@state.co.us">Pam.omalley@state.co.us</a> </td> <td data-bbox="829 1491 1503 1728">           For Grantee:<br/>           Andrew Marsh<br/>           The City of Idaho Springs<br/>           1711 Miner Street, PO Box 907<br/>           Idaho Springs, CO 80452<br/> <a href="mailto:admin@idahospringsco.com">admin@idahospringsco.com</a> </td> </tr> </table>                                                                                                                                                                  |                                                                                                                                                                                                 | <b>Principal Representatives</b><br>For the State:<br>Pam O'Malley<br>Colorado Parks and Wildlife<br>13787 South Highway 85<br>Littleton, CO 80125<br><a href="mailto:Pam.omalley@state.co.us">Pam.omalley@state.co.us</a> | For Grantee:<br>Andrew Marsh<br>The City of Idaho Springs<br>1711 Miner Street, PO Box 907<br>Idaho Springs, CO 80452<br><a href="mailto:admin@idahospringsco.com">admin@idahospringsco.com</a> |
| <b>Principal Representatives</b><br>For the State:<br>Pam O'Malley<br>Colorado Parks and Wildlife<br>13787 South Highway 85<br>Littleton, CO 80125<br><a href="mailto:Pam.omalley@state.co.us">Pam.omalley@state.co.us</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | For Grantee:<br>Andrew Marsh<br>The City of Idaho Springs<br>1711 Miner Street, PO Box 907<br>Idaho Springs, CO 80452<br><a href="mailto:admin@idahospringsco.com">admin@idahospringsco.com</a> |                                                                                                                                                                                                                            |                                                                                                                                                                                                 |

## SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

|                                                     |                                                                                                                                                                             |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>GRANTEE</b><br/>The City of Idaho Springs</p> | <p><b>STATE OF COLORADO</b><br/>Jared S. Polis, Governor<br/>Colorado Department of Natural Resources<br/>Dan Gibbs, Executive Director<br/>Colorado Parks and Wildlife</p> |
| <p>_____<br/>Signature</p>                          | <p>_____<br/>Signature</p>                                                                                                                                                  |
| <p>_____<br/>Printed Name</p>                       | <p>_____<br/>Printed Name</p>                                                                                                                                               |
| <p>_____<br/>Signatory's Title</p>                  | <p>_____<br/>Signatory's Title</p>                                                                                                                                          |
| <p>Date: _____</p>                                  | <p>Date: _____</p>                                                                                                                                                          |

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signatory's Title

Agreement Effective Date: \_\_\_\_\_



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### 1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

#### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee’s Termination

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.



### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit C.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- G. **“End of Term Extension”** means the time period defined in §2.D2.D.
- H. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- I. **“Extension Term”** means the time period defined in §2.C.
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- M. **“Initial Term”** means the time period defined in §2.B2.B.
- N. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- Q. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- R. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK



Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

## **5. PAYMENTS TO GRANTEE**

### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

### **B. Payment Procedures**

#### **i. Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

#### **ii. Interest**

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### **iii. Payment Disputes**

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

#### **iv. Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A and Exhibit B. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A, Exhibit B and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall



submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice.

## **6. REPORTING - NOTIFICATION**

### **A. Quarterly Reports.**

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

### **B. Litigation Reporting**

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Agreement.

### **C. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

### **D. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. GRANTEE RECORDS**

### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall



maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

**B. Apparent Conflicts of Interest**

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**10. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

F. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.



G. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

H. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

I. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

J. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

##### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

#### ii. Remedies Not Involving Termination



The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

### 13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

#### **14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

#### **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

##### **A. Work Product**

##### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

##### **ii. Patents**



In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 17. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

### B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

### C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

### H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use



digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result

of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the professional standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.



**18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United



States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

## EXHIBIT A

| NON-MOTORIZED CONSTRUCTION APPLICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                                                                                                 |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------|
| Applicant or Organization Name: The City of Idaho Springs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                                                                                                 |                           |
| Complete Mailing Address: 1711 Miner Street, PO Box 907, Idaho Springs, CO, 80452                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                                                                                                 |                           |
| Applicant Lead Contact Name: Andrew Marsh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                                                                                                 | Title: City Administrator |
| Telephone: 303.567.4421x121                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Email: admin@idahospringsco.com | Is this the primary contact for this grant: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                           |
| <b>OFFICIAL USE ONLY – DUNS # (IF REQUIRED):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                 |                           |
| <b>PROJECT MANAGER (this person will have day-to-day responsibility for the project)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                                 |                           |
| Name: Andrew Marsh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                                 |                           |
| Telephone: 303.567.4421x115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 | Email: admin@idahospringsco.com                                                                                 |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                 |                           |
| <b>PRIMARY PARTNER INFORMATION (IF APPLICABLE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                                 |                           |
| Name: Colorado Mountain Bike Association (COMBA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                 |                           |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                 |                           |
| Partner Contact Name: Gary Moore                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                 | Title: Executive Director |
| Telephone: 770.289.9854                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Email: gary.moore@comba.com     | Is this the primary contact for this grant: <input type="checkbox"/> YES <input type="checkbox"/> NO            |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                 |                           |
| <b>ABOUT THE PROJECT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                                 |                           |
| Project Title: Virginia Canyon Mountain Park Phase 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                                                                                                                 |                           |
| Grant Request: \$249,487                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 | Match Amount (Min. 30%): \$ 90471                                                                               |                           |
| Total Project Cost: \$339,958                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 |                                                                                                                 |                           |
| <p><b>Project Description:</b> Write a 2-3 paragraph description of your project and the expected accomplishments. Be sure to include Who, What, When and Where. <b>This is your scope of work.</b> (This section is not the place to talk about the project background, the benefits, the funding, or anything other than the actual work to be accomplished. Please address this information in question #1 of the Selection Criteria.)</p> <p><b>WHO?</b> Who will complete the work and who will oversee the project? Provide a brief description of your community or organization, highlighting its mission and purpose.</p> <p><b>WHAT?</b> Explain what you are going to do or accomplish. What is the goal or the reason for your project? Break down the project into a list of specific activities to be completed. These should be quantifiable items that correspond to the categories on your budget page. Include quantity or quality as part of your description of work to be performed. How long? How many? How many feet? How many miles? What materials will be used? Is a specific standard or guideline being used?</p> <p><b>WHERE?</b> Explain in detail the location of your project. Where is the project located? What county? What are the nearby towns? What National Forest/ BLM Field Office? Provide the names of the trail(s) or trail system and where the work will be performed. List the land manager agency or municipality.</p> <p><b>DEFINITIONS?</b> Please define all acronyms and specialized terms that are used in your project description.</p> |                                 |                                                                                                                 |                           |



## EXHIBIT A

### Project Description

The Virginia Canyon Mountain Park (VCMP) is a parcel of 472 acres owned by the City of Idaho Springs. The City completed a Master Plan for the VCMP in 2019 and updated it in 2020, and now seeks to develop a network of trails for hikers, runners and mountain bikers totaling 11.59 miles on the parcel. This grant application is for the build out of four segments totaling 3.72 miles of Hiking and Mountain Biking Trails. The overall trail network will include three segments for hiking and uphill biking, two hiking spurs and five downhill trails for bikes only. The area will be additionally served by a gondola built as part of the Argo Mill development, allowing increased access to the mountain park and surrounding views.

The City of Idaho Springs is working in close partnership on this project with the Argo Mill Development Team and the Colorado Mountain Bike Association (COMBA), an organization that brings deep experience building mountain biking trails and engaging professional trail design and build firms in trail network projects. The City has additionally engaged Colorado Parks & Wildlife (CPW) in every step of the planning process to ensure that wildlife and vegetation impacts are identified and addressed. Based on CPW's guidance, trail alignments have been adjusted to accommodate Bighorn Sheep and the City will implement strict dog leash and stay-on-trail ordinances to mitigate user impact on all of the wildlife in the park.

With the master plan complete and trail alignments identified, the City is ready to begin construction in spring 2021 pending funding. The team expects completion by fall 2022, providing local, legal hiking and mountain biking options to the residents of Idaho Springs for the first time.

### Previous CPW grants awarded (last 3 years) List award year, category and project name

CPW Land and Water Conservation Funds: \$400,000 for the construction of the Clear Creek Greenway (2017)



## Exhibit A

### Performance Monitoring

**Project Name:** Virginia Canyon Mountain Park, Phase 1

**Project Sponsor:** City of Idaho Springs

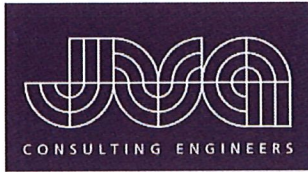
- **Performance Measures and Standards**
- The City will develop a network of trails for hikers, runners, and mountain bikers. This grant is for the buildout of 3.72 miles of trail, to include three segments for hiking and uphill biking, two hiking spurs, and five downhill trails restricted to bikes.
- **Accountability**
  - When the grantee submits a partial payment, they will sign off on the invoice form certifying, "The billing reflects only those items which conform and are consistent with the performance measures and standards of the project agreement."
  - If the items requested for reimbursement are not consistent with the performance measures and standards, then payments may be withheld.
  - If items submitted to clear an advance payment are not consistent with the performance measures and standards, then a refund of the advanced monies will be requested.
- **Monitoring Requirements**
  - Grantee will account for all project expenditures throughout the duration of the agreement by submitting project documentation. Grantee will account for all project spending quarterly to the Trails Grant Administrator for auditing and reimbursement.
  - A final inspection will be conducted prior to the final payment being processed.
  - If necessary, a Certificate of Project Completeness form will be used as the final inspection of the project.
  - The *Grant Close-Out Letter* form will be withheld until the final grant audit is completed and approved.
- **Noncompliance Resolution**
  - If a conflict arises during the life of the project agreement, the steps listed below will be taken. If a conflict cannot be resolved, the issue will move through the levels until a resolution has been reached.
    - Grantee will work with the Grant Administrator assigned to manage the project.
    - If the issue cannot be resolved, it will be brought to the Trails Program Manager to try to reach a resolution.
    - If there is still a problem, the issue will be brought to the Assistant Director of Field Services.
    - The Colorado Parks and Wildlife Director will be brought in to make a final decision on any conflict if the issue could not be solved in the first three steps.

**Exhibit B**  
**Budget Form - Project Name:**

Virginia Canyon Mountain Park: Phase 1

| SOURCE OF FUNDS                                                                                        | Date Secured |      |             |              | CPW Trails Grant Request [A] | Total Project Match [B]  | Total Funding (\$) [C] |                       |
|--------------------------------------------------------------------------------------------------------|--------------|------|-------------|--------------|------------------------------|--------------------------|------------------------|-----------------------|
| <b>CASH</b>                                                                                            |              |      |             |              |                              |                          |                        |                       |
| Colorado Parks and Wildlife                                                                            | TBD          |      |             |              | \$ 249,487.00                |                          | \$ 249,487.00          |                       |
| City of Idaho Springs                                                                                  | 10/1/2020    |      |             |              |                              | \$ 36,375.00             | \$ 36,375.00           |                       |
|                                                                                                        |              |      |             |              |                              |                          | \$ -                   |                       |
|                                                                                                        |              |      |             |              |                              |                          | \$ -                   |                       |
| <b>IN-KIND</b>                                                                                         |              |      |             |              |                              |                          |                        |                       |
| COMBA                                                                                                  | 10/1/2020    |      |             |              |                              | \$ 52,296.00             | \$ 52,296.00           |                       |
| City of Idaho Springs                                                                                  | 10/1/2020    |      |             |              |                              | \$ 1,800.00              | \$ 1,800.00            |                       |
|                                                                                                        |              |      |             |              |                              |                          | \$ -                   |                       |
|                                                                                                        |              |      |             |              |                              |                          | \$ -                   |                       |
| <b>TOTAL SOURCES OF FUNDS</b>                                                                          |              |      |             |              | \$ 249,487.00                | \$ 90,471.00             | \$ 339,958.00          |                       |
|                                                                                                        |              |      |             |              |                              |                          |                        |                       |
| [CASH] Description of Work                                                                             | Qty          | Unit | Unit Price  | Total (B*D)  | CPW Funds                    | Total Project Match (\$) | Total Funding (\$)     | Balance (should be 0) |
| <b>CATEGORY 1-Contracted Services</b> Identify as: Youth Corps, Engineering, Contractor, etc.          |              |      |             |              |                              |                          |                        |                       |
| Climbing Seg 1: Trail Head to Saddle 1                                                                 | 7920         | LF   | \$ 12.00    | \$ 95,040.00 | \$ 95,040.00                 |                          | \$ 95,040.00           | 0                     |
| Climbing Seg 2: Saddle 1 to Saddle 2                                                                   | 5544         | LF   | \$ 8.00     | \$ 44,352.00 | \$ 44,352.00                 |                          | \$ 44,352.00           | 0                     |
| Climbing Seg 3: Saddle 2 to Upper Landing                                                              | 4535         | LF   | \$ 17.00    | \$ 77,095.00 | \$ 77,095.00                 |                          | \$ 77,095.00           | 0                     |
| Corner Construction                                                                                    | 22           | EA   | \$ 1,500.00 | \$ 33,000.00 | \$ 33,000.00                 | \$ -                     | \$ 33,000.00           | 0                     |
| The Peak Hike: Saddle to Southern Overlook                                                             | 1625         | LF   | \$ 7.00     | \$ 11,375.00 |                              | \$ 11,375.00             | \$ 11,375.00           | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              |                          | \$ -                   | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              |                          | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                       |              |      |             |              |                              |                          |                        |                       |
| Construction Management - Consultants                                                                  | 250          | HR   | \$ 100.00   | \$ 25,000.00 |                              | \$ 25,000.00             | \$ 25,000.00           | 0                     |
| <b>CATEGORY 3-Materials/Supplies</b> Identify as: Signs, crusherlines, native seed, weed barrier, etc. |              |      |             |              |                              |                          |                        |                       |
|                                                                                                        |              |      |             |              |                              |                          |                        | 0                     |
| <b>Additional Categories</b>                                                                           |              |      |             |              |                              |                          |                        |                       |
|                                                                                                        |              |      |             | \$ -         |                              |                          | \$ -                   | 0                     |
| <b>USE OF FUNDS - CASH SUBTOTAL</b>                                                                    |              |      |             |              | \$ 249,487.00                | \$ 36,375.00             | \$ 285,862.00          |                       |
|                                                                                                        |              |      |             |              |                              |                          |                        |                       |
| [IN-KIND] Description of Work                                                                          | Qty          | Unit | Unit Price  | Total (B*D)  |                              |                          | Total Funding (\$)     | Balance (should be 0) |
| <b>Category 1 - Contracted Services</b>                                                                |              |      |             |              |                              |                          |                        |                       |
| Construction Contractor Management - COMBA                                                             | 240          | HR   | \$ 100.00   | \$ 24,000.00 |                              | \$ 24,000.00             | \$ 24,000.00           | 0                     |
| Trail Feature Construction - COMBA                                                                     | 2358         | LF   | \$ 12.00    | \$ 28,296.00 |                              | \$ 28,296.00             | \$ 28,296.00           | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 2 - Salary/Wages</b>                                                                       |              |      |             |              |                              |                          |                        |                       |
| Grant Administration - City of Idaho Springs                                                           | 40           | HR   | \$ 45.00    | \$ 1,800.00  |                              | \$ 1,800.00              | \$ 1,800.00            | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Category 3 - Materials/Tools</b>                                                                    |              |      |             |              |                              |                          |                        |                       |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>Additional Categories</b>                                                                           |              |      |             |              |                              |                          |                        |                       |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
|                                                                                                        |              |      |             | \$ -         |                              | \$ -                     | \$ -                   | 0                     |
| <b>IN-KIND SUBTOTAL</b>                                                                                |              |      |             |              |                              | \$ 54,096.00             | \$ 54,096.00           |                       |
|                                                                                                        |              |      |             |              |                              |                          |                        |                       |
| <b>TOTAL PROJECT COST</b>                                                                              |              |      |             |              | \$ 249,487.00                | \$ 90,471.00             | \$ 339,958.00          |                       |
| <b>30% REQUIRED MATCH</b>                                                                              |              |      |             |              |                              | \$ 74,846.10             |                        |                       |





**JVA, Incorporated**  
1319 Spruce Street  
Boulder, CO 80302  
303.444.1951  
info@jvajva.com

June 9, 2021

[www.jvajva.com](http://www.jvajva.com)

Mr. Andrew Marsh, City Administrator  
City of Idaho Springs  
1711 Miner Street  
Idaho Springs, CO 80452

Reference: City of Idaho Springs – Public Works Facility Project 1  
Letter Agreement for Final Construction Documents, Bidding Assistance and  
Construction Contract Administration Engineering Services

Dear Andy:

JVA, Inc. (JVA) is pleased to present this letter agreement to the City of Idaho Springs (City) for Final Design and Construction Document Preparation, Bidding Assistance and Construction Contract Administration Services for the Public Works Facility Project 1. JVA has chosen to associate with the original project design team members that have involvement with the work items included in Project 1. The JVA Team consists of: JVA, Inc. (Civil and Structural Engineering), and Ackerman Engineering Inc (Electrical Engineering).

This letter outlines the engineering effort to finalize design drawings and specifications for Project 1 which includes: erosion control, site grading, gravel paving, a sand/salt storage building including Geopier foundation system, a storage shed, electrical service and electrical work associated with appurtenances in the sand/salt building and storage shed, a dumpster pad and enclosure, and site storm sewer system including a water quality unit.

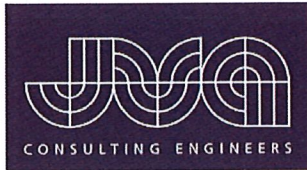
## **SCOPE OF WORK**

The scope of services below are based on JVA's experience and knowledge of the Project, previous similar projects, and discussions with City staff. We will assist the City with construction document preparation, bidding assistance, and construction contract administration of Project 1 from final design through certification of completion. Specific tasks include the following:

### **Task 1 – Construction Document Preparation for Project 1**

1. JVA will develop final construction plans and technical specifications for the portion of the total project identified as Project 1 and as summarized above.
2. JVA will produce a project manual that will include technical specifications and “front-end” contract documents required for the construction process. The JVA team will attend one coordination and/or review meeting with the City to complete construction document preparation prior to advertisement for bid.
3. JVA will contract with Ackerman Engineering Inc for their services as electrical engineer. Their services to include design for electrical service and appurtenances in the sand/salt building and storage shed included in Project 1.





## **Task 2 – Bidding Assistance**

4. JVA will provide clarification to the contract documents through issuance of any needed addenda. We will review alternates and substitutions proposed by bidders if the construction documents permit alternates and substitutions.
5. JVA will attend the pre-bid conference and prepare minutes of same. We will review the bids for conformance to the project requirements, prepare a bid tabulation, and provide a letter of recommendation for bid award.

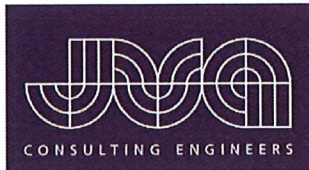
## **Task 3 - Construction Contract Administration**

6. JVA will assist the City with contract award and execution of contract documents.
7. We will attend the pre-construction conference and prepare minutes of same.
8. JVA will provide review and approval of product submittals and shop drawings. We will respond to contractor Requests for Information (RFI's), issue any change orders and review contractor pay applications for approval by the City. We will attend regular site visits and associated construction progress meetings.
9. JVA will perform pre-pour observations for rebar placement prior to major concrete pours. The City will be responsible for retaining a qualified third-party laboratory for special inspections, including concrete, soils and aggregate testing as stated in the Specifications.
10. JVA will prepare punch lists for substantial completion and final completion and assist the City with project closeout. We will provide construction record drawings from contractor redline markups.
11. JVA will contract with Ackerman Engineering, Inc. as electrical engineer. Ackerman will provide construction contract administration support for work associated with the electrical design.

## **BASIS OF PAYMENT**

JVA proposes to complete the proposed scope of work under JVA's current on-call services Agreement with the City. The basis of payment for Construction Document Preparation, Bidding Assistance and Construction Contract Administration will be on a time and materials basis to allow for uncertainties in the scope of services that will be required, and varying levels of effort required over the period of construction. JVA will submit monthly invoices based on the time expended at the current hourly rate plus reimbursable expenses. The following is an estimate of fees required to complete the scope of services listed:

|                                      |                  |
|--------------------------------------|------------------|
| Construction Document Preparation    | \$ 17,500        |
| Bidding Assistance                   | \$ 4,500         |
| Construction Contract Administration | <u>\$ 33,900</u> |
| TOTAL ESTIMATED FEE                  | \$ 55,900        |

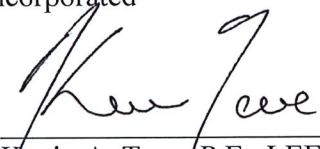


The estimated fees are based upon the above assumptions, project knowledge, and discussions to date. Services resulting from significant changes to the project scope may require additional fees. JVA will closely monitor progress against the total estimated fee as the construction progresses and regularly update the City on remaining budget compared to anticipated construction contract administration services outstanding.

We look forward to assisting the City in administering the construction contract for the Public Works Facility, Project 1. If you have any questions about this letter or the scope of service described herein, please do not hesitate to contact me at your earliest convenience.

Sincerely,  
JVA, Incorporated

By:

  
\_\_\_\_\_  
Kevin A. Tone, P.E., LEED AP  
President

Attachments: 2021 Billing Rates

Accepted by:  
CITY OF IDAHO SPRINGS

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



June 8, 2021

Andy Marsh  
City Administrator  
1711 Miner Street  
Idaho Springs, CO 80452

**RE: Program Management and Project Development for the Idaho Springs Mobility Hub Proposal**

HDR Engineering, Inc. (HDR) is pleased to respond to the City of Idaho Springs (City) request to aid in the advancement of a Mobility Hub near downtown Idaho Springs. Below please find our anticipated scope and fees to provide Program Management services for the project oversight, conceptual development, and grant administration for the project. This work will be in coordination with other consultants that the City has chosen to work on the project and the Colorado Department of Transportation (CDOT). This proposal is only for work to be provided by HDR. Other City consultants working on the project will be contracted directly through the City.

**BACKGROUND**

The City of Idaho Springs has worked on developing a transit station in conjunction with the Colorado Department of Transportation transit service known as Bustang. Through CDOT's other efforts along I-70 through Idaho Springs, extensive reconstruction of interchanges and infrastructure has taken place. As the design efforts for these improvements have continued for over a decade, the reality of a much greater need has been identified. Currently through a grant with CDOT, the City is developing a more inclusive multi-modal plan which may include a wider array of connectivity; from, to, and through the city. The new mobility hub can have significant benefits to regional commuters, in addition, to improving local connectivity within Clear Creek County and the City of Idaho Springs.

**SCOPE OF SERVICES**

**Program Development and Mobility Hub Concepts**

This work will include the program management and development of concepts for the mobility hub. Work generally will include.

- Leading a blended team, including Walker Parking Consultants and JVA Consulting Engineers to coordinate project design elements.
- Coordinate with other on-going city projects such as the Clear Creek Greenway and the Downtown Master Plan.
- Final siting of a parking structure.
- Multi-modal access to and from adjacent transportation facilities.
- Loading and access for public and private transit and rideshare entities.
- Pedestrian and bike coordination to and around the site.
- Visioning and program optimization considering impact to current and future land use.

The anticipated tasks are:

1. **Kickoff Meeting.** HDR will prepare for, attend and document a kick-off meeting with City staff and their design consultants (JVA Consulting Engineers and Walker Parking).
2. **Site Visit and Design Charrette.** HDR will prepare for, attend and document a site visit and design charrette with City staff and their design consultants (JVA Consulting Engineers and Walker Parking).
3. **Data Collection.** HDR will compile known available information associated with the Mobility Hub, which may include information from previous roundabout design work, Downtown Master Plan, and other concepts and reports.
4. **Develop draft Conceptual Diagram of Mobility Hub.** The Conceptual Diagram will be a schematic drawing that will show the proposed Mobility Hub and associated elements in addition to showing other current and future improvement considerations. This will show the Multi-modal access to and from adjacent transportation facilities,

[hdrinc.com](http://hdrinc.com)

1670 Broadway, Suite 3400, Denver, CO US 80202-4824  
(303) 764-1520





loading and access for public and private transit and rideshare entities, and pedestrian and bike coordination to and around the site.

5. **Develop draft Conceptual Design of Roundabout and Bus Slip Ramps.** Refine the previous concept developed for the roundabout, incorporating the slip ramp and access to the Mobility Hub.
6. **Review Meeting.** HDR will prepare for, attend and document a review meeting with City staff of the concept diagram and concept design.
7. **Finalize Conceptual Diagram and Conceptual Design.** HDR will incorporate comments from the review meeting into a final deliverable.
8. **Conceptual Cost estimate for Mobility Hub.** HDR will complete a conceptual level cost estimate for the Mobility Hub. The parking structure estimate is assumed to be from Walker Parking Consultants.
9. **Project Management.** HDR will complete project management tasks for this project.
10. **Project Administration.** This task assumes monthly invoicing, progress reports, and project setup.

#### **Deliverables**

- Conceptual Diagram for the Mobility Hub
- Conceptual Design for the roundabout and slip ramps
- Conceptual Cost Estimate for the Mobility Hub
- Meeting Minutes

#### **GRANT COORDINATION**

Administrative aid of the grant will also be provided. This aid will include coordinating with CDOT who is administering the grant. Grant Administration will include:

- Prepare for and attend regular grant coordination meetings with CDOT.
- Grant administration and coordination of the CDOT local agency process.

The anticipated tasks are:

1. **Meetings with CDOT.** HDR will attend standing meetings with the City and CDOT to assist with project coordination as needed.
2. **Coordination with CDOT Local Agency Representative.** HDR will work with CDOT to help facilitate the local agency coordination and grant.
3. **Assist with requested CDOT Local Agency Forms.** HDR will review and assist with the requested CDOT forms, which include:
  - Exhibit C Funding Details
  - Clearance Process Request Form
  - IGA Request Form
  - Scope of Work
  - Risk Assessment
  - Form 1243 Checklist
4. **Assist the City with developing an IGA with CDOT.** HDR will provide support to the City with conceptual design and cost estimate information for the Intergovernmental Agreement.

#### **Schedule**

The work outlined above is anticipated to be completed within 5 months from the notice to proceed.

#### **Fee**

See following page.

Sincerely,  
HDR Engineering, Inc.

Steve Long, P.E.,  
Area Business Development Leader





## **Project Understanding**

Raftelis understands that the City of Idaho Springs (City) is seeking to update its financial plan based on 2021 budgeted expenditures and updated multi-year capital plan, update the customer class cost of service (COS) analysis for a 2022 test-year, and develop 2022 rate recommendations for both its water and wastewater utilities.

## **Scope of Work & Project Approach**

The following tasks define our proposed approach and scope of work. The tasks are structured to provide interactions with City staff throughout the study to ensure results meet expectations of City staff and policymakers. It should be noted that while we have listed these tasks consecutively, some tasks will overlap and be conducted concurrently.

### **Task 1 - Project Initiation and Project Management**

The project initiation task will begin the study so that it progresses in an efficient and deliberate manner. Task 1 will include the collection of all relevant data. This task will also incorporate the development and review of initial provided customer, financial and/or operating information requested to complete the study. This task also includes project management activities to be completed throughout the duration of the project.

### **Task 2 – Water and Wastewater Financial Plan**

The City would like to update the water and wastewater financial plans that were developed in the previous 2019 rate study, with updated information from the 2019 and 2020 financial results. This task will incorporate the review of historical revenues, and overall financial results. The water and wastewater fund O&M expenses, debt service obligations and bond/loan covenants, revenue and external funding sources, adopted reserve requirements, and proposed capital improvement plan will be incorporated into the Water and Wastewater Financial Planning and Rate Model (Model) to assess the adequacy of current revenues to fund requirements and maintain sustainable financial operations over a six-year period of 2021 through 2026.

The Model includes separate water and wastewater funds used to develop and project revenue requirements for each utility over the Study Period and incorporate operational costs, capital costs (including pay-as-you-go capital and debt service obligations), and reserve contributions. The requirements are funded by rate revenues, tap fee revenues, other one-time capital funding sources (e.g., debt, grants), and revenues from miscellaneous sources.

Projecting revenue requirements, customer accounts, and consumption allows a utility to calculate the overall revenue adjustments or across-the-board rate adjustments necessary to ensure revenue sufficiency over the five-year Study Period. Raftelis will utilize the City-provided 2021 budgeted expenses, and update them for inflation, customer growth, and anticipated O&M cost increases or reductions for new facilities and proposed staffing requirements. Outstanding debt service or loan obligations, bond covenants, reserve policies, and the City's water and wastewater capital improvement plans will also be incorporated into the Water and Wastewater Funds, including recommendations.

#### **TASK 2.1 – WATER FINANCIAL PLAN**

The Water Fund includes annual forecasts of customer demand for water services and annual forecasts of revenue requirements over the Study Period to identify requirements that may require rate revenue adjustments. Revenue requirements include O&M expenses, debt service, capital project costs, debt service coverage requirements, reserve fund contributions or use, and additional annual costs associated with the Study Period.



Raftelis will complete a cash flow analysis/summary to determine whether existing water rates, fees, and charges are sufficient to fund water system revenue requirements for each year of the Study Period. Raftelis will complete up to three financial planning scenarios for the water utility financial plan that may include capital project requirements, capital funding sources, capital recovery fee levels, potential increase to sales tax revenues, customer growth and/or demand for services.

The cash flow worksheet in the Water Model incorporates revenues generated from different sources, expenses needed to maintain the utility system, any transfers in and out of the operating, capital, and/or special purpose or reserve fund(s), as well as the bond covenant requirements needed to meet current and proposed debt service and reserve requirements for each of the utility systems. The key financial planning criteria or “triggers” will be incorporated within the Water Model to assist the City in identifying future rate or revenue adjustments.

The cash flow analysis will provide the ability to assess the long-term revenue sufficiency of current and proposed rate revenue adjustments to provide sustainable funding for water utility operations.

#### **TASK 2.2 – WASTEWATER FINANCIAL PLAN**

The Wastewater Fund includes annual forecasts of customer demand for wastewater services and annual forecasts of revenue requirements over the Study Period to identify requirements that may require rate revenue adjustments. Revenue requirements include O&M expenses, debt service, capital project costs, debt service coverage requirements, reserve fund contributions or use, and additional annual costs associated with a Study Period.

Raftelis will complete a cash flow analysis/summary to determine whether existing wastewater rates, fees, and charges are sufficient to fund wastewater system revenue requirements for each year of the Study Period. Raftelis will complete up to three financial planning scenarios for the wastewater utility that may include capital project requirements, capital funding sources, capital recovery fee levels, customer growth and/or demand for services.

The cash flow worksheet in the Wastewater Model incorporates revenues generated from different sources, expenses needed to maintain the utility system, any transfers in and out of the operating, capital, and/or special purpose or reserve fund(s), as well as the bond covenant requirements needed to meet current and proposed debt service and reserve requirements for each of the utility systems. The key financial planning criteria or “triggers” will be incorporated within the Wastewater Model to assist the City in identifying future wastewater rate revenue adjustments.

The cash flow analysis will provide the ability to assess the long-term revenue sufficiency of current and proposed rate revenue adjustments to provide sustainable funding for utility operations.

#### **Task 3 – Water and Wastewater Cost-of-Service and Rate Design**

As part of this task, Raftelis will update the previously completed water and wastewater customer class COS for updated revenue requirements, system, and operational data. The water and wastewater cost of service analysis will be consistent with American Water Works Association (AWWA) and Water Environment Federation (WEF) standards. Following the cost-of-service allocations, Raftelis will calculate rates and charges for water and wastewater customers based on one alternative rate structure identified for a 2022 test-year. We will work within industry guidelines to meet the strategic financial objectives of the City. Rates under the proposed rate structure alternatives will be calculated for a 2022 test-year and adjusted for across-the-board rate revenue adjustments for 2023 through 2026.

### **TASK 3.1 – UPDATE CUSTOMER CLASS COST-OF-SERVICE**

Raftelis will integrate water and wastewater customers, revenue records, and billing summaries to determine water and wastewater usage, water peaking, and wastewater service characteristics by customer class. We will then estimate the relative responsibility of each customer class for the overall 2022 test-year COS. It will provide a basis for equitable cost allocations to each customer class for the respective utilities.

### **TASK 3.2 – WATER RATES**

Water rates will be calculated using the current structure increased across-the-board and one rate structure alternative developed in consultation with City staff. A proposed schedule of rates will be developed for a 2022 with across-the-board adjustments provided for 2023 through 2026. A customer bill impact analysis will be prepared identifying customer bill impacts for typical or average users.

### **TASK 3.3 – WASTEWATER RATES**

Wastewater rates will be calculated using the current structure increased across-the-board and one rate structure alternative developed in consultation with City staff. A proposed schedule of rates will be developed for a 2022 with across-the-board adjustments provided for 2023 through 2026. A customer bill impact analysis will be prepared identifying customer bill impacts for typical or average users.

## **Task 4 - Findings and Recommendations**

Interim and final study findings and recommendations will be documented and communicated during this task.

### **TASK 4.1 – CITY STAFF STUDY WORKSHOPS**

Following the Project Orientation Workshop in Task 1, Raftelis proposes two on-site meetings with City staff during the study to review and refine interim study findings. The timing and content of the workshops will be proposed consistent with the issues requiring review and discussion with City staff including:

1. Financial plan and capital funding review
2. Preliminary rates and overall study recommendations

### **TASK 4.2 – CITY COUNCIL MEETING**

Raftelis will present study results and recommendations to the City Council at up to one (1) meeting.

### **TASK 4.3 – STUDY REPORT**

Raftelis will prepare an electronic version of a draft study report to the City for review and comment. This preliminary report will summarize and document the analysis, findings, and recommendations, including:

- Summary of annual water and wastewater revenue requirements, key findings, drivers, and recommendations
- 2022 test-year water and wastewater cost of service analysis results
- Recommended 2022 through 2026 water and wastewater rates

After City staff have reviewed and commented on the preliminary report and we have conducted the City Council presentation receiving feedback from the City Council, Raftelis will prepare a final rate report and deliver the PDF version to the City. The final rate report will reflect the comments and changes resulting from the City's review.



# Project Deliverables

## Task 1 - Project Initiation and Project Management

- Data request
- Invoicing and periodic project status
- On-site meeting to initiate the study and review data requirements

## Task 2 – Water and Wastewater Financial Plan

- Financial planning and scenario results
- Annual revenue requirements and rate adjustment

## Task 3 – Water and Wastewater Cost of Service and Rate Design

- Water and wastewater cost of service for a 2022 test-year
- Annual customer water rates for 2022 through 2026
- Annual customer wastewater rates for 2022 through 2026

## Task 4 - Findings and Recommendations

- Up to two (2) workshops at City Hall to review and refine preliminary study findings
- Up to one (1) presentation to City Council to present preliminary and final study results
- Electronic version of draft study report
- Electronic version of the final study report

# Project Team, Estimated Cost, and Project Schedule

Andrew Rheem will serve as Project Manager and will be assisted by other qualified Raftelis consultants.

Raftelis proposes to complete the scope of work outlined in our proposal on a time-and-materials basis with a not-to-exceed cost of \$32,000 including related expenses. The following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project. Expenses include costs associated with travel for on-site meetings plus a \$10 per professional service hour technology charge.

| Task | Task Descriptions                                    | Onsite Meetings | Hours    |          |       |       | Total Labor | Total Expenses | Tech. Charge | Total Labor and Expenses |
|------|------------------------------------------------------|-----------------|----------|----------|-------|-------|-------------|----------------|--------------|--------------------------|
|      |                                                      |                 | AR       | SC       | Admin | Total |             |                |              |                          |
| 1    | Project Initiation and Project Management            | 1               | 8        | 8        | 3     | 19    | \$3,680     | \$87           | \$190        | \$3,957                  |
| 2    | Water and Wastewater Financial Plan                  | 0               | 15       | 32       | 0     | 47    | \$9,085     | \$0            | \$470        | \$9,555                  |
| 3    | Water and Wastewater Cost of Service and Rate Design | 0               | 12       | 24       | 0     | 36    | \$7,020     | \$0            | \$360        | \$7,380                  |
| 4    | Findings and Recommendations                         | 3               | 24       | 24       | 0     | 48    | \$10,320    | \$260          | \$480        | \$11,060                 |
|      |                                                      | 4               | 59       | 88       | 3     | 150   |             |                |              |                          |
|      | Hourly Rate                                          |                 | \$275    | \$155    | \$80  |       |             |                |              |                          |
|      |                                                      |                 | \$16,225 | \$13,640 | \$240 |       | \$30,105    | \$346          | \$1,500      | \$31,951                 |

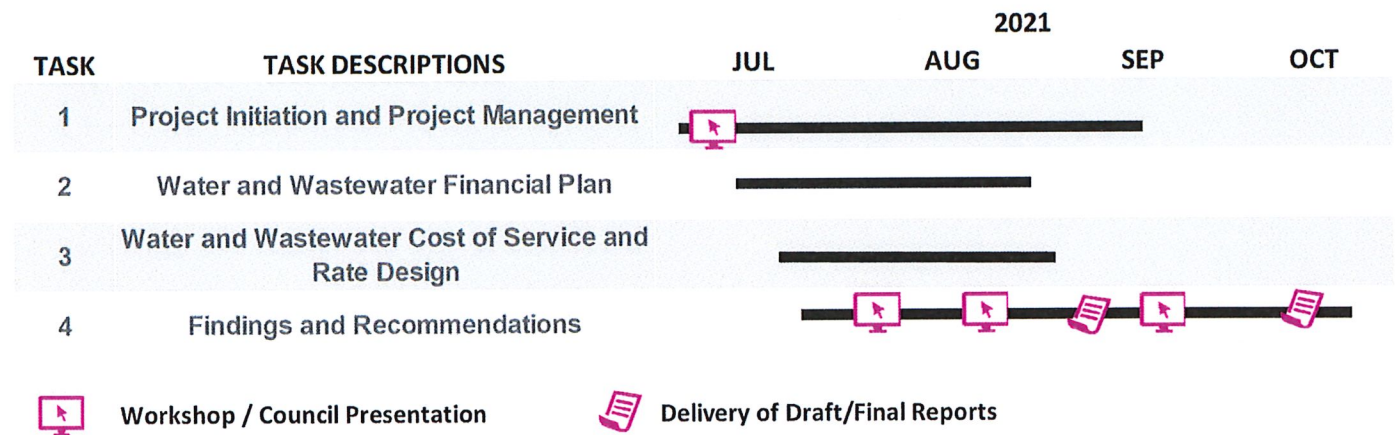
AR - Andrew Rheem

SC - Staff Consultant

Admin - Administrative Support



Raftelis will complete the scope of services over an anticipated July through October 2021 period with major deliverables by Task identified in the following figure.



**To:** Mayor and City Council  
**From:** Diane Breece, City Clerk  
**Date:** June 25, 2021  
**Subject:** Staff Report

- ✓ Attended HPRC meeting on June 15, 2021
- ✓ Attended Variance Board meeting on June 16, 2021
- ✓ Packet review/prep, minutes, special events, payroll, short term rentals

Direction from Council: Does Council want to re-institute late fees on water/sewer accounts?



To: Michael Hillman, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: June 22, 2021

Subject: City Council Report for June 28 2021.

**Requests for Action: None currently**

**Calls for Service:** Calls for service June 14 2021-June 23 2021= **245**

**COVID-19** No incidents of reports of COVID related illnesses among Department members. All civilian and sworn members reporting for duty.

**Meetings:**

Chief Buseck attended:

14<sup>th</sup> – Juvenile Probation Department – related to SB 94 and the Colorado Youth Detention Continuum

24<sup>th</sup> – Public Safety Committee Meeting

24<sup>th</sup> – Mental Health Partners Meeting

**Training:**

June 10-11 an officer attended a 2-day course on Drug Interdiction.

June 16 an officer attended an all-day 1-day course Use of Force/De-escalation training.

**Code Enforcement:** Code compliance officer has made up brochures (attached in packet) of common city ordinances that need the most enforcement. Zac has been working diligently on going to every address in the city limits and providing each of the residences with the brochure, along with his business cards.



**Staffing:** 100% staffing

**Significant Incidents:**

On June 11, 2021, ISPD officer responded to a injured dog. When officers had arrived on scene the injured dog was deceased. It was determined through the investigation both dog owners were friends and the owner of the deceased dog had accidentally let his chihuahua dog out and the chihuahua and the American bulldog got aggressive with one another. The American bulldog being much bigger in size attacked the chihuahua. The chihuahua did not survive the injuries it had sustained. The owner of the American bulldog was cited for having an aggressive dog.

210485 On June 12, 2021, ISPD officer responded to the 2400 block of Colorado Blvd on reports of a motor vehicle collision. When officers arrived on scene the observed that the vehicle had driven over the curb, continued to the sidewalk, struck the crosswalk sign, and hit the light pole where it came to a rest. When the officer approached the vehicle, the driver appeared to have injuries from the crash and airbag deployment. As the ISPD officer was talking to the driver, the driver admitted to being under the influence of alcohol. The officer placed the driver under arrest for driving under the influence of alcohol and careless driving.

210499 On June 16, 2021, officers responded to a local bar on reports of a male being disorderly and possibly throwing chairs into the streets. The officers had already contacted the male party earlier in the same night and issued him a warning for being disorderly. When officers were dispatched back the same bar with the same party being disorderly, officers decided that he had too much to drink for the night and removed the party from the bar and took him to hospital for medical treatment to assist him in sobering up.

210509 On June 16, 2021, ISPD officers were dispatched to a missing child. The caller stated that her child had rode his bike to Safeway to get milk for the family. The child had not returned in over 45 minutes. Officers on duty at the time searched Idaho Springs trying to find the child. The child was quickly found and was given a courtesy ride home to his family.

210511 On June 13, 2021, ISPD officers were patrolling Idaho Springs, when the observed a vehicle with a stolen plate attached to it. During the investigation, the suspects had visible drugs and drug paraphernalia in their possession. Both parties were sighted for unlawful distribution, dispensing or sale of a controlled substance.

210517 On June 18, 2021, Officers were called to a disturbance between a male and female. When officers arrived on scene the male and female had been separated. Both parties admitted that they had been consuming alcohol and that nothing physical and happened just a verbal argument. During the investigation it was learned that the female had an active protection order, stating she was not allowed to possess or consume alcohol beverages. Officers placed the female in custody and transported her to jail.

### Graffiti



Property owners are responsible for the prompt removal of all graffiti on the exterior surfaces of their property, usually within 24 hours, unless there are extenuating circumstances. Please contact code enforcement if this is the case.

### Junk, Litter and Storage



All properties must be maintained free of litter, junk, trash, garbage and refuse. This includes but is not limited to appliances, furniture, motor vehicle parts, boxes, cans, used lumber and spare tires. Discarded refrigerators, washers, dryers and other appliances may not be kept in an accessible yard, lot, carport or residential garage.

Storage is not permitted in the front yard, or on the front porch or driveway of any residence. Storage on any other portion of a property must be shielded from public view.

### Animals on Property



Any property that has dogs, chickens, ducks, geese or any other animal must be kept free of excrement or any other odorous material which is considered a nuisance.

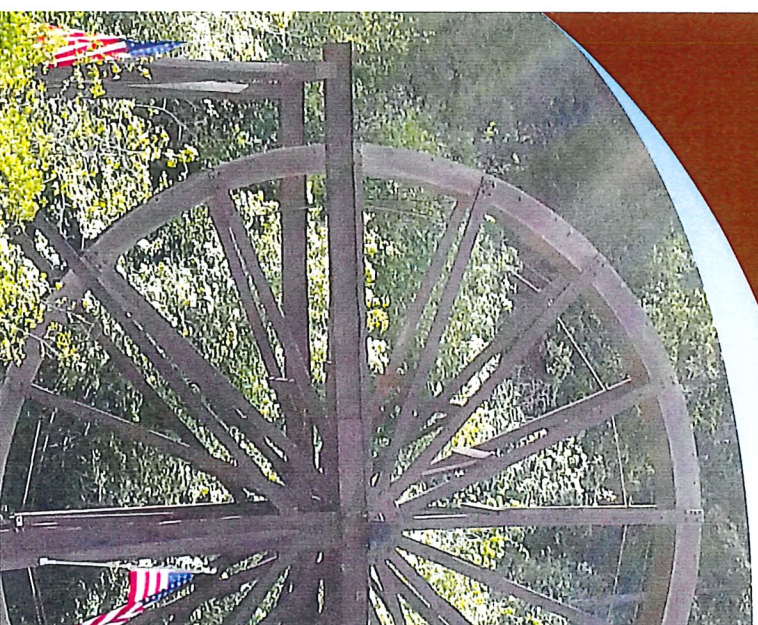
Any noise complaints of animals on a property is also considered a nuisance.

Any dog that is off property is required to be on a leash within the City as well as the County.

### City Events

May/June: City Clean Up Day  
4th of July Fireworks  
Thanksgiving: Tree and City Holiday Kickoff  
Stay tuned to the City Website for more!

**City of Idaho Springs**  
Strengthening Our Community  
*A Residents Guide to Municipal Code*





## Idaho Springs Municipal Code

A City code is a set of laws adopted by City Government to set the standard for expectations of citizen conduct, hazard prevention guidelines and property maintenance. While many ordinances reflect state statutes, most are tailored to the specific needs and visions of the communities that they serve.

This brochure contains ordinances most commonly encountered by our citizens, businesses and visitors. The complete Idaho Springs Municipal Code is found at [www.cityofidahospringsco.com](http://www.cityofidahospringsco.com).



### The Code Compliance Officer



The Code Compliance Officer regularly makes inspections of the properties located within the City Limits and will issue warnings or notices if a property is in violation of the City Code.

The officer will be happy to answer any questions about Idaho Springs' Municipal Code or to provide information on how to resolve a City Code Violation.

If you have received a notice of violation we encourage you to contact the City Code Enforcement Officer ASAP. If you chose not to contact the Code Enforcement Officer, the City expects you to correct the violation by the Compliance date specified.

Failure to comply may result in a summons, fine, or with the City taking action to correct the violation with the costs billed to the property owner.

## Street and Sidewalk Obstructions



Property Owners and/or occupants are responsible for removing snow and ice from public sidewalks adjacent to their property within 24 hours of the last snow accumulation.

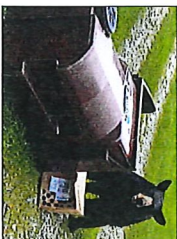
No items or vehicles may be placed or parked on sidewalks that may impede the normal flow of pedestrian traffic. Nothing may be left on a street that would impede the normal flow of vehicular traffic, such as landscaping materials, traffic cones, etc.

### Trees and Shrubs

Any dead or diseased trees or shrubs must be removed as to not endanger the wellbeing of other trees and shrubs or to constitute a hazard to people or property.



### Trash Containers and Dumpsters



Every property owner is required to have a sufficient number of trash containers, maintained and in good working order so as to prevent any leakage and must be bear proofed.

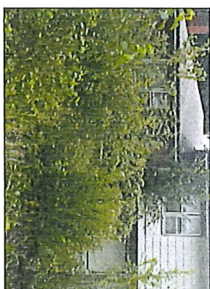
A City Permit is required for any roll off dumpster placed on public property for any purpose.

## Building Permits

Building Permits are required for a wide variety of home improvement projects as well as business renovations. If you have any doubts or questions as to whether or not a permit is required, please contact our friendly staff at City Hall or access the City's website for more information.

### Weed and Grass Control

Property owners and occupants are required to prevent the property on all sides up to the curb/property line from becoming overgrown with weeds, especially noxious weeds, or to let grass grow over 12 inches.



### Vehicles



All vehicles on private or public property within City Limits must display current license plates and be operable, or be stored in a completely enclosed structure such as a garage.

Oversized vehicles, semi-trailers or commercial trailers are prohibited from parking on public property except for the express purpose of deliveries, construction or loading and unloading in an expeditious manner to property within 200 feet of where it is parked.





CITY OF IDAHO SPRINGS  
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: JOHN BORDONI  
DATE: JUNE 28 2021  
Re. STAFF REPORT

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### **STREETS & PARKS**

General parks maintenance  
Equipment repair & services  
Pothole repair  
Dirt road repairs

### **COLLECTION & DISTRIBUTION**

Water Meter reading and repairs.  
Waste water line jetting  
Manhole repairs

We have another water leak on Virginia and 22<sup>nd</sup> that will be addressed the week of June 14<sup>th</sup>, (appears to be a service line) Line has been repaired.

Next one is on Riverside in the vicinity of 23<sup>rd</sup> Ave. This is a service line that is leaking but will also give us the opportunity to separate the service that feeds two separate houses.

### **WATER & WASTEWATER**

The one AGS basin is in operation. Had a few glitches the crew worked out, Now the system is in operation for the most part running and smoothly. The new AGS basin will be ran for a couple of weeks, then the second SBR basin will be taken out of service, cleaned and disassembled in preparation to install AGS equipment. Current AGS basin is operating very well, operating on auto with no issues so far. Soon Fisher construction will start the demo of the 2<sup>nd</sup> SBR tank.

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I have a request from Xcel to disconnect the natural gas line from a business located at 2820 Colorado Blvd. This will require Xcel to open cut Colorado Blvd to access the gas line. My understanding this building will be demolished, disconnecting the gas line is required before the demo can take place. There is a possibility they can cut the line within the property, but depending if another structure is built on the property they may have to move or up-grade the size of the line. They can, if in the correct position re-dig the same trench for the new service.

Currently we have a moratorium on Colorado Blvd. as far as digging, cutting or disturbing the asphalt in any way.

JOHN BORDONI