



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Tuesday, May 28, 2024 – 5:30 p.m.

NOTICE AND AGENDA OF WORK SESSION

Tuesday May 28th, 2024 5:30 p.m.

- ❖ **Clear Creek Cultural Arts & Education (CCCAE) Summer Programming Update**
- ❖ **Property Acquisition for Affordable Housing**
- ❖ **VCMP Trails Names**
- ❖ **Wastewater Charges for Brewing Operations**
- ❖ **Progress on City Council Goals & Action Items from 2022**
- ❖ **Report & Action Items from 2024 City Council Retreat**

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

**The Public is able to view and hear this meeting remotely at the following address on the City's
website:**

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

TO: Mayor and City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: May 28, 2024
SUBJECT: VCMP Trail Naming Voting Results
ATTACHMENTS:



BACKGROUND

The City of Idaho Springs recently conducted a community vote to name the trails at Virginia Canyon Mountain Park. The voting process aimed to engage residents and incorporate their preferences in the trail naming process.

RESULTS OF THE VOTE

The following are the results of the community vote:

- Drop Shaft - 24 votes
- Panic Switch - 19 votes
- Delayed Fuse - 18 votes
- Labyrinth, Morning Star, Powder Keg (tie) - 16 votes each
- Gauntlet Gold - 15 votes
- Eureka - 14 votes
- Crosscut - 13 votes
- Widow Maker - 12 votes
- 10 Day Jacks - 11 votes
- Area 51, Area 28 (tie) - 8 votes each
- Bumble Foot - 7 votes
- Guillotine - 5 votes

PROPOSED TRAIL NAMES

Based on the voting results, we propose naming the top seven trails as follows:

1. Drop Shaft
2. Panic Switch
3. Delayed Fuse
4. Powder Keg
5. Labyrinth
6. Morning Star
7. Gauntlet Gold

Additionally, staff recommends naming the main climbing trail the "Rosa Gulch Trail." This trail is the primary trail in Rosa Gulch and is already commonly known by this name among residents and visitors.

NEXT STEPS

Upon approval of the proposed trail names, staff will proceed with the following actions:

1. **Signage Ordering:** Order signage reflecting the approved trail names.
2. **Signage Installation:** Install the signage in preparation for the park's opening this summer.

RECOMMENDATION

Staff recommends the City Council approve the proposed trail names based on the community vote and staff's suggestion for the main climbing trail. This will ensure the park is well-prepared for its upcoming opening and aligns with community preferences.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: May 28, 2024
SUBJECT: Westbound and Down Wastewater Recalculation
ATTACHMENTS: Proposed Letter to Westbound and Down



BACKGROUND

Westbound & Down Brewing Co. approached the City with a request to review its wastewater charges, which are significantly impacted by their brewing operations. Historically, Westbound & Down's wastewater has shown high levels of Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS).

FINDINGS:

1. **Initial Measurements (2016):** BOD at 162,000 mg/L and TSS at 25,180 mg/L, categorizing the waste as highly concentrated.
2. **Recent Measurements:** Reduced levels with BOD at approximately 1,785 to 1,854 mg/L and TSS at 24 to 300 mg/L.

Given the reduced beer production at Westbound & Down, and the continuing but lower impact on wastewater treatment, staff evaluated the billing adjustment within the framework of existing municipal codes.

CODE BASIS FOR ADJUSTMENT

Pursuant to **Idaho Springs Municipal Code 12-182(D)**, rates for premises with wastewater characteristics that deviate significantly from standard assumptions can be adjusted by the City Council. The code states:

Rates for premises whose characteristics are inconsistent or incompatible with the assumptions upon which the rates in Subsections (B) and (C) above are established shall be fixed by the City Council by resolution, in a fair, reasonable, and nondiscriminatory manner, considering the burden imposed by such uses upon the City system, and shall become effective upon notice to the customer. Any rates so fixed shall be subject to change at any time, in the discretion of the City Council.

REQUEST FOR STAFF RECOMMENDATION

Staff is requesting direction from City Council regarding a draft resolution intended to adjust the wastewater billing for Westbound & Down based on the verified gallons of beer produced, which can be subtracted from the sewer charges. This adjustment will reflect the actual impact of their operations on the City's wastewater treatment system and aligns with the intent of the Municipal Code to address unique cases in a fair and equitable manner.

The recommended approach would involve using the usual volumetric rate for commercial premises per 1,000 gallons, less the number of gallons used for beer-making during the billing cycle. The beer production volume would be verified through an official State form accepted by the City. If the resolution is acceptable, it could be adopted as early as the regular meeting on May 28, 2024.



City of Idaho Springs
1711 Miner Street, PO Box 907
Idaho Springs, CO 80452
303.567.4421 | Fax 303.567.4955

May 28, 2024
Jake Gardner
Head Beer Drinker
Westbound & Down Brewing Co.
jake@westboundanddown.com

Dear Mr. Gardner,

In response to your request to the City to review wastewater charges related to brewing operations at Westbound & Down and following our comprehensive discussions and evaluations, I am writing to formally outline the changes proposed to the water billing process for your business.

Initially, when Westbound & Down's wastewater was assessed in 2016, it showed significantly high levels of Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS), with readings of 162,000 mg/L for BOD and 25,180 mg/L for TSS, categorizing it as concentrated waste. Recent tests conducted by Ed Sigward, the City's Water Facilities Superintendent, on different batches revealed reduced yet considerable levels (BOD at 1,785 and 1,854 mg/L; TSS at 300 and 24 mg/L). These figures still surpass those typical of domestic wastewater but reflect a decrease due to reduced beer production at your facility.

Given the unique nature of brewery waste compared to domestic wastewater and its adverse impact on the treatment process, Westbound & Down cannot be reclassified under our 'domestic' water category. However, acknowledging the reduction in your production volume, we have agreed on an alternative billing system for wastewater from your brewing operations that is expected to reduce your costs. As long as Westbound & Down can verify the gallons of beer produced on an official State form acceptable to the City, the City will deduct this verified quantity from your sewer bill.

We invite you to propose a submission date for this documentation that aligns with our bi-monthly billing cycles, ensuring a consistent and manageable schedule. Additionally, please provide City Staff with documentation on an official State form that details the beer production volumes at your facility. This form is necessary for our review and must be approved as part of the billing adjustment process. Should you require further clarification or have any questions, do not hesitate to reach out to City Hall.

If you would still like to request any retroactive adjustments, please submit a formal request to the Mayor and City Council, including the necessary documentation for each period relief is sought. This request should be accompanied by a cover letter that explains the details and provides justification. Thank you for your attention to this important matter.

Sincerely,
Jonathan Cain

City of Idaho Springs
Goals and Action Items 2022

(Updated 4/2/24)

Goal: Update aging infrastructure

- Continue to pursue any and all grant opportunities – In the last couple of years, the City has applied for and received the following grants:
 - \$2.41 million federal RAISE planning grant for design of the downtown Mobility Hub and Parking Structure;
 - \$250,000 Colorado Department of Local Affairs (DOLA) LOMA grant to cover the City match for the design of the Mobility Hub project;
 - \$1 million DOLA Energy Impact Assistance Fund (EIAF) grant for phase 1 of the replacement of the Chicago Creek water main;
 - \$1 million DOLA EIAF grant for phase 1 of the replacement of water and sewer mains in Virginia Street;
 - \$750,000 DOLA EIAF grant for phase 1 of the replacement of water and sewer mains in Virginia Canyon Road;
 - \$450,000 Colorado Water Conservation Board (CWCW) grant for the rehabilitation of the Mattie Dam;
 - \$200,000 DOLA EIAF grant for rehabilitation of the Mattie Dam;
 - \$350,000 GOCO grant award for phase 2 trails construction at Virginia Canyon Mountain Park (VCMP);
 - \$250,000 award from Trek Bike Foundation for trails construction and signage at VCMP;
 - \$50,000 Colorado Parks & Wildlife (CPW) grant for bear-proof trash cans downtown and in City parks;
 - \$1.25 million grant pre-award from the Land & Water Conservation Fund (LWCF) through CPW for improvements to diversify the recreational uses at the Shelly-Quinn Ballfields.

The City has also taken actions on the following grant opportunities:

- We are applying for a \$1 million DOLA EIAF grant for the renovation of the former Citywide Banks building into our new police station;
- We are applying for a \$2 million Congressionally Directed Spending award for design and construction of a pedestrian bridge over I-70 just west of Exit 240;
- We have submitted a letter of interest to Denver Regional Council of Governments (DRCOG) regarding our possible participation in a federal Safe Streets for All (SS4A) regional participation grant for improvements to Colorado Highway 103 between I-70 and the City limit near the Idaho Springs Cemetery;

- We will be applying later this year for an approximately \$5 million federal Reconnecting Communities grant for design and construction of the pedestrian bridge over I-70 just west of Exit 240
 - We will be applying later this year for an approximately \$25 million federal RAISE capital grant for construction of the Mobility Hub and Parking Structure.
- Establish a multi-year funding plan for the existing five-year capital improvements plan (CIP) – Goal for 2024
- Complete construction of the new Public Works Facility – Underway, about 50% completed.
- Plan for execution of the Police Station tenant finish at the City-owned fire station building when the Clear Creek Fire Authority moves its operations to its new station – The former Citywide Banks building was purchased by the City and will become the new police station. Renovations of the building are at about 25% design.
- Develop a raw water delivery plan – The City has received DOLA EIAF and CWCBC funding to assist with the reconstruction of the failing Mattie Dam on Chicago Creek just above the City’s water treatment facility. Bids are being solicited, and construction will be underway later this year. The City is also considering the purchase of land adjacent to the Idaho Springs Reservoir to help protect the City’s raw water supply and to facilitate the potential expansion of the reservoir.
- Reintroduce a ballot measure in the fall of 2022 for a one-percent sales tax to fund water and sewer infrastructure costs and to reduce the amount of annual rate increases – Approved by the voters effective 1/1/23.

Goal: Promote a safe, efficient and environmentally sustainable transportation corridor

- Enter into an intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) for the design and construction of a Mobility Hub at I-70 exit 240 – The City has previously entered into a memorandum of understanding (MOU) with CDOT regarding the Mobility Hub. CDOT has committed \$6.9 million to the project and the City has committed \$6.7 million through the issuance of bonds in the Parking Enterprise Fund. The City has subsequently applied for and been awarded a RAISE planning grant for the design and engineering of the Mobility Hub. The City is finalizing a grant agreement with FHWA to begin design and engineering.
- Continue coordination with Clear Creek County and the Denver Regional Council of Governments (DRCOG) to further develop alternative modes of transportation – Mayor Harmon participates in Clear Creek County’s transit committee and is an active member of the DRCOG board.

Goal: Retain and encourage local business diversity and sustainability

- Coordinate with the Clear Creek Economic Development Corporation (CCEDC) and the Idaho Springs Chamber of Commerce to develop and implement related strategies –

Mayor Harmon is an active board member of the CCEDC, and Assistant City Administrator Jonathan Cain is president of the Idaho Springs Chamber of Commerce.

- Evaluate methods to assist in retaining and attracting businesses - Mayor Harmon is an active board member of the CCEDC, and Assistant City Administrator Jonathan Cain is president of the Idaho Springs Chamber of Commerce.
- Implement downtown property assessments under the established special improvement district (SID) to help fund the City's match for construction of the Mobility Hub and parking structure – The City Council decided not to implement property assessments under the established SID. Instead, Council decided to create a parking enterprise fund to incur bond debt for the City's share of the Mobility Hub project. The City also received a \$250,000 LOMA grant from DOLA to help fund the City's match for a \$2.4 million federal RAISE planning grant that the City received for design and engineering.
- Consider establishing a Downtown Development Authority (DDA) to manage the business district and to provide funding for capital improvements – Goal for 2024?
- Encourage and assist the renewed community interest in the creative arts industry – The City supported the recent creation of the non-profit Clear Creek Arts and Education (CCAIE) with a \$5,000 start-up contribution in the fall of 2023. The CCAIE has also received a \$1.538 grant from Colorado Creative Industries to support phase 1 of the renovation project of the facility on the top floor of the former Clear Creek middle and high school building (Building 103).

Goal: Promote and facilitate an engaged community

- Research methods to generate greater age-specific community engagement - The City has implemented Voyent Alert!, a powerful communication solution and alerting app that rapidly disseminates targeted and enriched information to the community.
- Modernize community engagement processes to include the use of current communications technology - The City has implemented Voyent Alert!, a powerful communication solution and alerting app that rapidly disseminates targeted and enriched information to the community.
- Improve and expand recreation options for all ages and abilities including hiking/biking trails, tennis/pickleball/basketball courts, and a skate park – The City has completed and adopted a master plan for improvements at the Shelly-Quinn Ballfields Complex. The City has also retained a landscape architect to redesign the site to include a skate park, tennis/pickleball court, small practice fields, playground, short overlook trail, restrooms, concessions, and parking lot. The City has also applied for a \$1.25 million LWCF grant from CPW and is in the pre-award phase. The City has completed phase 2 of trails construction at Virginia Canyon Mountain Park that will provide downhill mountain bike trails in addition to the hiking trails and uphill mountain bike trail that were completed in 2022 as part of phase 1.

Goal: Consider opportunities for shared services

- Evaluate the feasibility and desirability of a regional building services delivery system – The City has prepared a draft request for proposals (RFP) to solicit bids for building inspection and plan review services. Staff is currently in conversation with the Town of Georgetown and Clear Creek County about issuing a shared services RFP.
- Advocate to ensure adequate funding and staffing for fire and emergency medical services – The City participated in an organizational assessment of the Clear Creek Fire Authority (CCFA) by a consultant and is currently participating in meetings with the County, its other municipalities, and the CCFA to address the recommendations, including increased funding and staffing. In the meantime, the CCFA has agreed to add 24-hour firefighter staffing to the Idaho Springs fire station, and the City approved doubling its financial contribution to the CCFA to support this initiative.
- Analyze 9-1-1 communications models for operational efficiency and cost effectiveness – The City participated in a study regarding the feasibility of transitioning the Sheriff's Office 9-1-1 dispatch services to Jeffcom. This transition was approved and occurred in February 2024 at considerable cost savings and similar, if not better, operational efficiency.
- Refine long-term financial projections for sustaining City services – Complete in 2024.

Goal: Identify, evaluate and assess affordable and attainable housing options

- Evaluate the feasibility of a multi-jurisdictional housing authority – The City and County applied for and received a \$165,000 Innovative Housing Opportunity Planning (IHOP) grant that includes studying the feasibility and desirability of creating a multi-jurisdictional housing authority. The other municipalities are also participating in this planning process.
- Facilitate community education and engagement processes regarding housing needs – This is being accomplished as part of the IHOP project that is underway.
- Coordinate with the Planning Commission to consider the expansion of accessory dwelling units (ADUs) as an additional housing option – This has been discussed with the Planning Commission.
- Evaluate House Bill 1271 for possible incentives and funding - The City and County applied for and received a \$165,000 Innovative Housing Opportunity Planning (IHOP) grant that includes studying the feasibility and desirability of creating a multi-jurisdictional housing authority, evaluating codes and regulations to facilitate affordable housing, and developing community outreach strategies to promote better understanding of the affordable housing crisis. The other municipalities are also participating in this planning process.
- Review and update the City's Comprehensive Plan – Begin in 2024

City of Idaho Springs, Colorado

2024 Strategic Planning Council Retreat

Executive Summary Report

State of Colorado, Department of Local Affairs

Todd Leopold, Facilitator

May 3, 2024



Overview

The Mayor and City Council of Idaho Springs met May 3, 2024 to develop a 5-year Strategic Plan for the City. The City Manager, executive staff and department heads were included in the Retreat discussions. They laid out a plan which aligns with the Vision Statement approved in the City's current Comprehensive Plan. A mission statement, organizational values and key Council initiatives were identified and prioritized by the Council and key staff members based upon staff capacity, organizational need, financial feasibility, and project complexity.

Vision Statement (City's 2017 Comprehensive Plan)

"Idaho Springs is dedicated to preserving its culture as a historic mining community, ensuring quality of life and its economic future through both preservation and responsible development, striving for an inclusive community, designing a complete transportation system, promoting recreational opportunities and implementing the wise use of community and natural resources."

Mission Statement

Two draft mission statements were developed and prioritized by the City Council and Staff. Direction was provided to staff to prepare a consolidated version of the draft mission statements into one formalized statement. Included are some options that the City Staff may want to consider that incorporate the key components of the two draft mission statements.

Draft 1:

"To promote stewardship and community vitality for all in order to maintain the historic integrity of Idaho Springs."

Draft 2:

"To advocate, provide, and implement the essential services and stewardship of Idaho Springs as we balance community, economic, recreational and development interests that better the quality of life for the safety of all members of our community."

Proposed Option 1:

"While fostering community stewardship and preserving the historic essence of Idaho Springs, we will proactively advocate for and implement essential services while harmonizing the community's economic, recreational, and developmental needs to enhance the quality of life for all."

Proposed Option 2:

"Through inclusive engagement and proactive stewardship, we strive to enhance the quality of life and ensure the safety of every member of our diverse community, embodying a commitment to sustainable growth and collective well-being."

Organizational Value Statements

City Council and executive staff identified six core values and associated value statements to define what each value means utilizing the four core questions listed below.

- ☐ What key non-negotiables are critical to the success of the City?
 - ☐ What guiding principles are core to how we will operate in this organization?
 - ☐ What behaviors do you expect to see from the entire organization?
 - ☐ Are you willing to stand by these values?
-
- ✓ **Transparency** – We value practicing transparent governance by encouraging open-minded communication in order to build and foster community trust and engagement.
 - ✓ **Preservation** – We encourage the preservation of our heritage by engaging the community stakeholders to ensure access to Idaho Springs' history for all and encourage lifelong learning.
 - ✓ **Teamwork** – We believe in building community by working together in the best interest of the residents and visitors.
 - ✓ **Accountability** – We will be accountable to the community through clear, responsible discussions and actions that promote sustainable policies for managing the community's resources.
 - ✓ **Stewardship** – We will serve our community responsibly through active listening, engagement and collaboration to preserve our finite resources.
 - ✓ **Integrity** – We will be honest, respectful and fair in all of our actions.

Goals

The Council continued to support the goals identified in the last strategic planning session in 2022. The goals are as follows in no prioritized order.

Goal 1: Identify, Evaluate and Assess Affordable and Attainable Housing Options

Goal 2: Consider Opportunities for Shared Services

Goal 3: Promote and Facilitate and Engaged Community

Goal 4: Retain and Encourage local Business Diversity and Sustainability

Goal 5: Promote a Safe, Efficient and Environmentally Sustainable Transportation Corridor

Goal 6: Update Aging Infrastructure

Project Initiatives and Prioritization.

The following initiatives were identified in as key areas of focus from FY2024 through FY2028. Some of the initiatives were either ongoing projects or didn't have a known end date. City staff will be able to prioritize their workload and develop an action plan for discussion or implementation. The following initiatives are based on the individual years and the initiatives with an asterisk received the highest priority ranking amongst the list of projects. The complete list of initiatives is in the attached spreadsheet, by fiscal year and goal.

The Top five Initiatives Identified:

- 1) Police Station Renovation
- 2) Parking Garage
- 3) Fire Authority Agreement
- 4) MJHA Formation
- 5) Continued Infrastructure Improvements

Fiscal Year Initiative Prioritization				
2024	2025	2026	2027 - 2028	Ongoing
Goal 1: Indentify, Evaluate and Assess Affordable Housing Options				
MJHA Formation - 13	Safe Parking Spaces - 1		Affordable Senior Housing - 10	Sober Housing
Safe Temporary Worker Housing -2				Collaborate with Habitat for additional units
				Affordable Housing on City Property
Goal 2: Consider Opportunities for Shared Services				
Fire Authority Agreement - 21				Partner on Services at Health and Wellness Center
Building Inspection Enforcement - Inhouse - 4				Increased Awareness of City Projects
Collaboration with similar communities for financial assistance with Interstate Costs.				
Childcare Services				
Goal 3: Promote and Faciliate and Engaged Community				
Restart City Hall Community Updates/Newsletter	Enhance Healthy Lifestayle Choices along Bike Path - 2			VMCP Rec - 6
	Emergency Plans (Fire, Diseaster) - Public Notification			Engagement in Community Events - 4
	Request Local History taught in Schools			
	QR Codes to historic buildings in Town			Code Enforcement Strategies
	Community Engagement with Historic Sites			More Communication Tools
	State of the City Event - 7			Recognize George Jackson Statue and Recognition Day
Goal 4: Retain and Encourage Local Business Diversity and Sustainability				
Home Rule Assessment - 8	Official Main Street Designated City - 2			
Carlson Elementary Site Redevelopment Plan - 3				
Goal 5: Promote a Safe, Efficient and Environmentally Sustainable Transportation Corridor				
Expand Local transportation		Parking Garage - 22		Solutions for Adverse I-70 Traffic - 5
Downtown Parking Management Plan - 1		Mobility Hub - 5		Electric Car Charging Stations
Off-road trail Maintancnce and Clean-up Campaign				Code Enforcement Strategies
Goal 6: Update Aging Infrastructure				
	Highway 103 Reconstruction - 10	Restore the #60 Train	Wall Street Improvements	Continue Infrastructure Improvements - 17
	Police Station Renovation - 22	AMI Implementation		Expand Renewable Energy Options
	Water Meter Billing System Upgrade	Skate Park - Basketball Court		I.S. Reservior Expansion
		Soda Hill Tank / DBP study		Road Maintenance



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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Tuesday, May 28, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the May 28, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from May 13, 2024
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to May 28, 2024
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
 - a) April 2024 Financial Statements
12. **RESOLUTIONS**
 - a) Resolution # 8, Series 2024, A Resolution Approving a Contract To Buy And Sell Real Estate For Certain Property Within Clear Creek County, Colorado, Known As 839 Colorado Highway 103.
 - b) Resolution #11, Series 2024, A Resolution Approving A Short-Term Lease Of Real Property Owned By The City At 1856 Colorado Boulevard To The Clear Creek Center For Arts And Education For The Purpose Of Children's Music Classes And Camps
 - c) Resolution #12, Series 2024 A Resolution Fixing an Alternative Wastewater Volumetric Rate for the Brewery Operations at 1617 and 1623 Miner Street, DBA Westbound and Down Brewing Company.
13. **ORDINANCE FIRST READING**
14. **ORDINANCE SECOND READING**
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
 - a) Staff report submitted with no requests for action.
17. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** – Staff report submitted with one request for action. Motion to approve \$5000 contribution to the Friends of the Idaho Springs Public Library in support of the 2024 Idaho Springs Literary Festival that will occur on October 3-6, 2024, in Downtown Idaho Springs from fund 10-21-5038 Misc. Organization Request.
 - b) **Community Development Planner** – Staff report submitted with no requests for action.
 - c) **Deputy City Clerk** – Staff report submitted with no requests for action.
18. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action.
19. **PUBLIC WORKS DEPARTMENT**
 - a) Staff report submitted with no requests for action.
20. **WATER FACILITIES DEPARTMENT**
 - a) Staff report submitted with no requests for action.
21. **COMMITTEE REPORTS**
22. **CITY CLERK/TREASURER**

23. **MAYOR / COUNCIL**

24. **EXECUTIVE SESSION**

Executive session pursuant to CRS § 24-6-402(4)(b) and (e) to receive legal advice, discuss matters that may be subject to negotiation and instruct negotiators concerning potential deed restrictions in the Block 57 development.

25. **ADJOURN**

a) Next Work Session Monday June 10, 2024.

b) Next Regular Meeting on Monday, June 10, 2024

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website:

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

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date:

[https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment 1.pdf](https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment%201.pdf). For remote Public Comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>.

You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

Each Scheduled/Unscheduled Public Comment is limited to three (3) minutes.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
May 13, 2024**

The City Council of the City of Idaho Springs held a special regular meeting on May 13, 2024, in the city council chambers. Mayor Harmon called the meeting to order at 7:02 p.m.

Answering the roll were: Mayor Chuck Harmon, Mayor Pro Tem Jeremy Jones, Councilmember Scott Pennell, Councilmember Lisa Manifold, Councilmember Janine Mariani and Councilmember Kate Collier. Councilmember Jim Clark was absent. Also present were City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain, Community Development Planner Dylan Graves, Chief Nate Buseck, Public Works Superintendent Paul Crain, Water Facilities Superintendent Edward Sigward and Deputy City Clerk Wonder Martell.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Manifold moved to approve the agenda to May 13th, 2024 Councilmember Mariani seconded. Second was followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Pennell moved to approve minutes from April 29th, 2024. Councilmember Collier seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Collier moved to approve the bills to May 13th, 2024. Mayor Pro Tem Jeremy Jones seconded followed by an all-in favor roll call vote.

PUBLIC COMMENT

Rhonda Nickel 829 Colorado Blvd- Ms. Nickel advised council that there is a need for a dog park in Idaho Springs that seniors and residents can use and enjoy. Ms. Nickel brought a handout that included pictures of her dog Mazie as well as multiple vacant spots in the city that Ms. Nickel feels would make good locations for a dog park. Ms. Nickel mentioned maybe negotiation with the new owners of the ballfields and that maybe it would be an incentive to have a dog park located at the former Goldigger field. Ms. Nickel also suggested the location of the old bus barn and that empty lot at the small park located at about 8th and Colorado Blvd.

Shawn Madden 2800 Miner Street Unit B6- Mr. Madden joined the meeting at around 7:30 pm and Mayor Harmon advised the room that Mr. Madden would be allowed to give public comment a bit late. Mr. Madden stated that he has been having a lot of problems with the landlord at 2800 Miner Street, that there are multiple sewer leaks at the park and that the landlord will not fix them, the landlord will not take care of anything. Mr. Madden stated that he still has a water leak that the landlord refuses to fix and that has resulted in him having over \$1,000.00 water bills. Mr. Madden is asking council for help with this situation.

UNSCHEDULED PUBLIC COMMENT

Amy Miley 1901 Wall Street- Ms. Miley is here for the utility bills, she did not get a paper bill this cycle for her home. Ms. Miley said that since she bought her new home in August of 2023, she has never received a paper bill in the mail. Ms. Miley stated that Wonder advised her that there was some type of toggle in the billing software that may have created this situation. Ms. Miley advised council that she has asked for the penalties to be removed and that she would like to be given time to pay off this water bill balance. Ms. Miley asked staff for a payment plan, but the form that the city uses for a payment plan states that the customer is delinquent and that a lien can be put onto the property for delinquent utility bills. Ms. Miley does not feel that her situation is necessarily because she was delinquent, and she doesn't feel comfortable with the possibility of a lien being placed on her home. Ms. Miley would like an amendment to this payment plan document so its clear that these delinquent charges are not due to her delinquency, and that she would like this form to be changes to this specific situation.

LIQUOR LICENSING AUTHORITY

Public hearing for a temporary modification of premises for Yard's Tap House located at 2731 Colorado Blvd. **Mayor Harmon opened the hearing at 7:18pm.** Deputy City Clerk Wonder Martell presented her staff report to the Authority and advised that she had not received any complaints about this business and that they are in good standing with the city.

Applicants Katherine Yard 543 Silver Lakes Drive and Susan Yard 477 East Mountain Avenue Empire CO. Ms. Yard advised the authority that they intent on closing the parking lot on occasional weekends to allow for cornhole tournaments and hopefully an occasional farmers market and maybe a food truck. The operating hours for these occasional weekends is 12 noon till 8pm.

Public Works Superintendent Paul Crain asked staff if this closure of the parking lot would deduct from their minimal parking requirements. Assistant City Administrator Jon Cain advised Mr. Crain that this type of use is more like a special event and not a permanent change and per the code street parking needs to be located within 600 feet, which there is ample Colorado Blvd parking near this area as well as the use of Smokin Yards Parking lot for any additional parking needs. Chief Buseck advised the authority that he had no objection to this modification. Water Facilities Superintendent Edward Sigward asked for confirmation of what times these outdoor events will occur to which the applicants advised 12 noon to 8 pm and that they intend on barricading the parking lot to keep any neighborhood kids from paying around in the parking lot during these weekend events. Councilmember Collier stated that this is a business that is in good standing with the city and Corn Hole is fun, Councilmember Manifold agreed with Ms. Colier statement.

VOTE- Councilmember Manifold moved to approve the Temporary Modification of Premise Yards Tap House located at 2731 Colorado Blvd. Councilmember Pennell seconded followed by an all-in favor roll call vote.

FINANCE OFFICER

RESOLUTIONS

Councilmember Mariani moved to approve Resolution #9, Series 2024, A Resolution of the City Council of Idaho Springs, Colorado, to support the Clear Creek County Recreation in the Outdoors Management Plan (ROMP). Mayor Pr Tem Jeremy Jones seconded followed by an all-in favor roll call vote.

Public Hearing- Resolution # 10, Series 2024 A Resolution Approving an Amendment to the Final Development Plan for the Block 57/Former Goldigger Field Subdivision for a Mixed-Use Project.

Mayor Harmon opened the hearing at 7:31pm.

STAFF- Community Development Planner Dylan Graves went over his staff report with council. Mr. Graves pointed out that this was a request for amendments to the Final Development Plan that has already been approved back in April of 2022. Mr. Graves advised council that approval was still valid, even if these requested amendments get denied, the FDP can be built as approved in 2022. Mr. Graves also reminded council and the public that there is a public meeting on this development on May 15th, 2024, at 5 pm at the Clear Creek

Recreation Center where the developer would be there to answer any specific questions regarding this project. Mr. Graves advised council that Planning Commission approved these amendments by unanimous approval at their May 1st, 2024 meeting. There are 174 parking spaces proposed, of which the parking requirements are 171 so the developer is providing more than required.

APPLICANT Stephanie Copeland 435 Milwaukee, Denver CO

Ms. Copeland stated that this has been quite the journey that she has concerns with the doors that are being proposed to be removed because of safety concerns with single people coming and going in the dark and that the other amendments have occurred because of changes with the civil work that needs to happen at the site. Ms. Copeland did say that they intend on starting demolition work next week. Councilmember Manifold asked the developer if it was true that people are losing their patios with the removal of these external doors. Ms. Copeland stated that they did not have a patio, it was more a 4 square foot concrete landing.

PUBLIC COMMENT Chris Koeberl 1023 Miner Street

Mr. Koeberl stated that he lives adjacent to the Football Field, and that he would like council to do their best to protect this area of town. Mr. Koeberl expressed concern that there was 174 parking spaces provided for 191 Apartments and he asked if they expected people not to drive, and that these people would be parking on the south side of Miner Street. Mr. Koeberl stated he understands that 4 Points will be widening Miner Street, and that he shares concerns with his neighbors. Mr. Koeberl advised council that once this was done, they could not go back. Mr. Koeberl asks council to meticulously research this proposed plan and that he would be addressing his concerns at the public meeting Wednesday May 15th at the Rec Center. MR. Koeberl stated that parking is not going to work and that if they are removing a sidewalk, where are people going to walk.

APPLICANT – Stephanie Copeland

Ms. Copeland came back to the podium to address some of Mr. Koeberl's comments. Ms. Copeland stated that there are to be 119 units not 191 and that they are not taking any sidewalks, they are actually adding sidewalks and have deeded a lot of property to the City for the Miner Street expansion. Councilmember Pennell asked staff how the parking formula was figured out. Mr. Graves replied and said that he has found 2 different requirements, one is per bedroom and the other one is 1.25 spaces for a studio apartment. This is on the parking table in section 21-127 of the ISMC. Councilmember Pennel asked if that calculation was done for the youth, like the ones who are to young to drive.

Mr. Graves replied and said he's not sure on the background of the formula, but he did bring up that a traffic study was done back in 2021, and that probably played into the PD approval, and that maybe the city should look into reviewing the parking standards. Councilmember Manifold mentioned that these amendments were creating a street and a sidewalk. Mr. Graves advised, yes, that Miner Street ROW has historically been the bleachers of the field. Councilmember Manifold asked if there was street parking on Miner between 9th and 11th avenue. Paul Crain advised council that there is street parking on Miner between the 10th and 11th block but not the 9th.

Mayor Harmon Closed the public hearing at 7:52 pm.

DELIBERATION- Mayor Pro Tem Jeremy Jones stated that these amendments add to Miner Street and gives more parking on Miner Street. That they may remove a lot, but we do get more street.

VOTE- Mayor Pro Tem Jeremy Jones moved to approve Resolution # 10, Series 2024 A Resolution Approving an Amendment to the Final Development Plan for the Block 57/Former Goldigger Field Subdivision for a Mixed-Use Project. Councilmember Mariani Seconded followed by an all-in favor roll call vote.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

Public Hearing Ordinance #13, Series 2024 An Ordinance Annexing To The City Of Idaho Springs Approximately 100 Acres Of Property Within Section 25, Township 3 South, Range 73 West Of The 6th Principal Meridian In Clear Creek County, Colorado, known as portions of Interstate Highway 70 (I-70).

Mayor Harmon opened the hearing at 8:01 pm.

STAFF- Community Development Planner Dylan Graves went over his staff report with Council. Mr. Graves reminded council that this will annex approximately 100 acres of I-70 ROW which will help with law enforcement and allow for a little expansion of the city to the west. Mr. Graves stated that a little bit of Staley Road would be annexed with this also. Mr. Graves advised council that Planning Commission approved this annexation unanimously, and that this annexation goes with the 3-mile plan, which will likely be updated soon. MR. Graves said that this annexation would not create any major impacts, but it would add a bit of plowing to the west end of town near exit 239. Mr. Graves said that currently I-70 is not zoned, and there is no intention to have it zoned and there would be no change to the uses. Mr. Crain asked if adjacent properties would automatically be annexed with this annexation. Mr. Graves said that those properties would need to complete the usual annexation requirements but they would be eligible. Councilmember Manifold asked if there was to be a noticeable difference in the maintenance or any additional expenses with this annexation. Mr. Crain advised council that this part of the road is pretty new, and this annexation would give more control to a water line that is located over on the west side.

PUBLIC COMMENT- There was no public comment on this hearing.

Mayor Harmon closed the hearing at 8:07pm

VOTE- Mayor Pro Tem Jeremy Jones moved to approve Ordinance #13, Series 2024 An Ordinance Annexing To The City Of Idaho Springs Approximately 100 Acres Of Property Within Section 25, Township 3 South, Range 73 West Of The 6th Principal Meridian In Clear Creek County, Colorado, known as portions of Interstate Highway 70 (I-70). Councilmember Mariani seconded followed by an all-in favor roll call vote.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with two requests for action. Councilmember Collier moved to approve a Bid from Dietzler Construction in the amount of \$694,586 for the Mattie Dam Improvements Project from account number 51-72-7310. Mayor Pro Tem Jeremy Jones seconded followed by an all-in favor roll call vote.

Councilmember Manifold moved to approve a Change Order from Spectrum General Contractors in the amount of \$26,733 to plaster the raised basement walls below the brick walls as part of the City Hall Exterior Rehabilitation Project. This additional cost will be covered in part by the \$19,666.53 in project contingency, with the remaining amount of \$7,066.47 charged to account number 21-61-7040. Councilmember Pennell seconded followed by an all-in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

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

Community Development Planner- Staff report submitted with no requests for action.

Deputy City Clerk – Staff report submitted with one request for action.

Councilmember Mariani moved to approve a sewer credit at 319 13th Avenue for Tracie Tabakian and Shayne King in the amount of \$863.83 due to boiler pipes breaking and flooding the basement. Councilmember Manifold seconded followed by an all-in favor roll call vote.

POLICE DEPARTMENT

Staff report submitted with one request for action. Mayor Pro Tem Jeremy Jones moved to approve 2 police patrol E-Bikes from MSM Public Safety in the amount of \$11,341.00 from line item #21-00-6026.

Councilmember Pennell seconded followed by an all-in favor roll call vote.

PUBLIC WORKS

Staff report submitted with no requests for action.

WATER/WASTEWATER DEPARTMENT

Staff report submitted with no requests for action.

MAYOR/COUNCIL

Mayor Harmon spoke about the retreat that council just had at Tommyknockers Brewery. Mayor Harmon mentioned the very successful ideas that they can act on and that sometimes they get some inspiration like Councilmember Mariani suggestions on the Silver Living. Mayor Harmon also mentioned that at this retreat, department heads were invited at John Curtis's suggestion. Mayor Harmon stated that we have a great community, and that community is served well by these retreats. Councilmember Pennell brought up that in Mr. Cains report that special thanks were given to Maria, Wonder and Kelsey for helping with the utility billing situation and expressed appreciation as well. Councilmember Manifold agreed and said that Maria was great at the retreat. Councilmember Manifold also asked that there be better signage for visitors to locate the Water Wheel Park. She has heard that also of people, even when given instructions, are not able to locate Water Wheel Park and that we need better signage, so people are able to make it to the park.

ADJOURN

Mayor Harmon adjourned the meeting at 8:19 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A.D. Miller Services (2089)								
2411-14								
2411-14	Invoice	Public Works Facility	05/09/2024	06/09/2024	203,922.48	Open	04/24	21-00-7044
Total 2411-14:					203,922.48			
Total A.D. Miller Services (2089):					203,922.48			
AlSCO - Denver Linen (13)								
2936286								
2936286	Invoice	Carpets	05/21/2024	06/01/2024	77.34	Open	05/24	10-30-5108
Total 2936286:					77.34			
Total AlSCO - Denver Linen (13):					77.34			
AutoSport Collision Repair (1986)								
22731								
22731	Invoice	Repair 2023 Ford	05/10/2024	06/10/2024	10,495.58	Open	05/24	10-30-6100
Total 22731:					10,495.58			
22732								
22732	Invoice	Repair 2020 Ford F150	05/17/2024	06/17/2024	5,007.01	Open	05/24	10-30-6100
Total 22732:					5,007.01			
Total AutoSport Collision Repair (1986):					15,502.59			
AV-TECH Electronics (1941)								
0094147								
0094147	Invoice	docking stations	03/22/2024	06/22/2024	1,588.29	Open	05/24	10-30-5105
Total 0094147:					1,588.29			
0094148								
0094148	Invoice	docking stations	03/22/2024	06/22/2024	1,544.79	Open	05/24	10-30-5105
Total 0094148:					1,544.79			
Total AV-TECH Electronics (1941):					3,133.08			
BC Services (2135)								
WC181044282								
WC181044282	Invoice	West Idaho Springs Multi Use Trai	06/28/2018	05/30/2024	175.00	Open	05/24	21-00-6024
WC181044282	Invoice	West Idaho Springs Multi Use Trai	06/28/2018	05/30/2024	28.00	Open	05/24	21-00-6024
Total WC181044282:					203.00			
WU201057705								
WU201057705	Invoice	2019 WWTF Permit 2019-2020	07/22/2024	07/22/2024	4,538.00	Open	05/24	52-00-5302
WU201057705	Invoice	2019 WWTF Permit 2019-2020 -	07/22/2024	07/22/2024	726.08	Open	05/24	52-00-5302
Total WU201057705:					5,264.08			
WU201057706								
WU201057706	Invoice	2019-2020 Annual Pretreatment	07/22/2024	07/22/2024	92.00	Open	05/24	52-00-5302
WU201057706	Invoice	2019-2020 Annual Pretreatment	07/22/2024	07/22/2024	14.72	Open	05/24	52-00-5302
Total WU201057706:					106.72			
Total BC Services (2135):					5,573.80			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Blackwell Oil (284)								
4302024								
4302024	Invoice	credit	05/09/2024	05/29/2024	15.97	Open	04/24	10-10-6012
4302024	Invoice	Fleet Fuel Streets	05/09/2024	05/29/2024	116.13	Open	04/24	10-10-6191
4302024	Invoice	Red Diesel	05/09/2024	05/29/2024	213.90	Open	04/24	10-10-6012
4302024	Invoice	Red Diesel - Parks	05/09/2024	05/29/2024	14.30	Open	04/24	10-60-6012
Total 4302024:					328.36			
Total Blackwell Oil (284):					328.36			
CCMRD (43)								
4252024								
4252024	Invoice	Reimbursement Skatepark Comm	04/25/2024	05/25/2024	204.95	Open	04/24	10-20-5210
Total 4252024:					204.95			
Total CCMRD (43):					204.95			
CenturyLink (569)								
688559689								
688559689	Invoice	final bill wtp	05/12/2024	06/11/2024	400.60	Open	05/24	51-00-5335
Total 688559689:					400.60			
Total CenturyLink (569):					400.60			
CIRSA (1511)								
241208								
241208	Invoice	Deductible	05/10/2024	06/10/2024	1,000.00	Open	04/24	10-10-5314
Total 241208:					1,000.00			
Total CIRSA (1511):					1,000.00			
Clear Creek County Clerk & Rec (61)								
0044066								
0044066	Invoice	Document Recording	05/06/2024	06/06/2024	204.00	Open	05/24	10-20-5316
Total 0044066:					204.00			
Total Clear Creek County Clerk & Rec (61):					204.00			
Clear Creek Mayors and Commissioners (1728)								
2024								
2024	Invoice	Mayor & Commissioner Youth Aw	05/14/2024	06/14/2024	2,000.00	Open	05/24	10-21-5036
Total 2024:					2,000.00			
Total Clear Creek Mayors and Commissioners (1728):					2,000.00			
Clear Creek Supply (291)								
4934								
4934	Invoice	washer fluid	05/06/2024	06/06/2024	19.16	Open	05/24	52-00-6150
Total 4934:					19.16			
4977								
4977	Invoice	oil and filter	05/07/2024	06/07/2024	54.48	Open	05/24	10-10-6150
Total 4977:					54.48			

	Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
1208									
	1208	Invoice	oil funnel	05/08/2024	06/08/2024	1.79	Open	05/24	10-30-6193
Total 1208:						1.79			
5020									
	5020	Invoice	ratchet and socket	05/08/2024	06/08/2024	30.64	Open	05/24	10-10-6020
Total 5020:						30.64			
5021									
	5021	Invoice	allen wrench set	05/08/2024	06/08/2024	14.99	Open	05/24	10-10-6020
Total 5021:						14.99			
5035									
	5035	Invoice	sprinkler parts	05/08/2024	06/08/2024	27.96	Open	05/24	10-60-6045
Total 5035:						27.96			
5148									
	5148	Invoice	socket	05/11/2024	06/11/2024	16.29	Open	05/24	52-00-6025
Total 5148:						16.29			
5168									
	5168	Invoice	nut, washer stud	05/13/2024	06/30/2024	10.44	Open	05/24	52-00-5204
Total 5168:						10.44			
5169									
	5169	Invoice	gasket	05/13/2024	06/13/2024	19.99	Open	05/24	52-00-5204
Total 5169:						19.99			
1260									
	1260	Invoice	car charger	05/14/2024	06/14/2024	19.99	Open	05/24	10-10-6193
Total 1260:						19.99			
1264									
	1264	Invoice	spark plug, battery oil filter	05/14/2024	06/14/2024	99.58	Open	05/24	10-60-6150
Total 1264:						99.58			
5207									
	5207	Invoice	off bug spray	05/14/2024	06/14/2024	15.98	Open	05/24	10-60-6200
Total 5207:						15.98			
1272									
	1272	Invoice	hose clamp	05/15/2024	06/15/2024	7.26	Open	05/24	10-60-6045
Total 1272:						7.26			
5313									
	5313	Invoice	cap	05/16/2024	06/16/2024	3.98	Open	05/24	10-60-6045
Total 5313:						3.98			
5477									
	5477	Invoice	nut, bolt, cable ties	05/20/2024	06/20/2024	12.05	Open	05/24	10-10-6193

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 5477:					12.05			
Total Clear Creek Supply (291):					354.58			
Colorado Analytical Lab (945)								
240507061								
240507061	Invoice	total coliform P/A compl	05/08/2024	06/08/2024	103.50	Open	05/24	51-00-5201
Total 240507061:					103.50			
240507062								
240507062	Invoice	E-coli Testing	05/08/2024	06/08/2024	24.30	Open	05/24	51-00-5201
Total 240507062:					24.30			
240507066								
240507066	Invoice	TSS/testing	05/09/2024	06/09/2024	14.40	Open	05/24	51-00-5201
Total 240507066:					14.40			
240507070								
240507070	Invoice	bod-5	05/14/2024	06/14/2024	66.60	Open	05/24	52-00-5201
Total 240507070:					66.60			
240507065								
240507065	Invoice	Wastewater Testing	05/15/2024	06/15/2024	368.11	Open	05/24	52-00-5201
Total 240507065:					368.11			
Total Colorado Analytical Lab (945):					576.91			
Colorado Community Media (1981)								
111782								
111782	Invoice	Legal Publication	05/10/2024	06/09/2024	24.24	Open	05/24	10-20-5312
Total 111782:					24.24			
Total Colorado Community Media (1981):					24.24			
Colorado Municipal Clerk Association (2132)								
CVI_00978								
CVI_00978	Invoice	Membership CMCA Wonder	05/13/2024	06/12/2024	130.00	Open	05/24	10-20-5304
Total CVI_00978:					130.00			
Total Colorado Municipal Clerk Association (2132):					130.00			
Comcast (1486)								
201355616								
201355616	Invoice	New High speed internet for WWT	05/01/2024	06/01/2024	2,413.69	Open	04/24	52-00-5335
Total 201355616:					2,413.69			
0194987-552024								
0194987-552024	Invoice	Pd internet	05/05/2024	05/30/2024	253.16	Open	05/24	10-30-5335
Total 0194987-552024:					253.16			
Total Comcast (1486):					2,666.85			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Doyle Disposal (380)								
22409								
22409	Invoice	city clean up roll off	05/21/2024	06/21/2024	600.00	Open	05/24	10-21-5032
Total 22409:					600.00			
Total Doyle Disposal (380):					600.00			
Effective Fitness Combatives LLC (2133)								
EFC0302								
EFC0302	Invoice	EFC Instructor Cert Course Sonn	05/15/2024	07/12/2024	2,240.00	Open	05/24	10-30-5212
Total EFC0302:					2,240.00			
Total Effective Fitness Combatives LLC (2133):					2,240.00			
Employee (2093)								
4.16.24								
4.16.24	Invoice	4 Days of travel and Mileage	04/20/2024	05/20/2024	452.71	Open	08/24	10-20-5305
Total 4.16.24:					452.71			
Total Employee (2093):					452.71			
Flowpoint Environmental System (1442)								
0324S0278								
0324S0278	Invoice	Upgrade License #	05/16/2024	06/16/2024	500.00	Open	05/24	51-00-5208
Total 0324S0278:					500.00			
Total Flowpoint Environmental System (1442):					500.00			
Fluid Engineering (814)								
30127								
30127	Invoice	Basket Assembly	05/03/2024	06/03/2024	1,310.68	Open	05/24	51-00-5204
Total 30127:					1,310.68			
Total Fluid Engineering (814):					1,310.68			
HRS Water Consultants (851)								
30287								
30287	Invoice	Engineering Services	05/14/2024	06/14/2024	570.00	Open	04/24	51-00-5104
Total 30287:					570.00			
Total HRS Water Consultants (851):					570.00			
IntelliChoice Inc. (1454)								
1233229								
1233229	Invoice	Annual License, Support	08/01/2024	08/01/2024	5,962.20	Open	08/24	10-30-7011
Total 1233229:					5,962.20			
Total IntelliChoice Inc. (1454):					5,962.20			
JVA Incorporated (1110)								
15993								
15993	Invoice	Highway 103 Waterline	04/30/2024	05/30/2024	7,465.00	Open	04/24	51-72-7320
Total 15993:					7,465.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
16285								
16285	Invoice	On Call Services - Civil	04/30/2024	05/30/2024	150.52	Open	04/24	10-20-5103
16285	Invoice	The Cabins LLC Subdivision	04/30/2024	05/30/2024	252.00	Open	04/24	10-00-2401
Total 16285:					402.52			
Total JVA Incorporated (1110):					7,867.52			
Kumar & Associates Inc. (1852)								
227711								
227711	Invoice	Geotech Study 1744 Miner Street	05/09/2024	06/06/2024	4,784.27	Open	04/24	21-00-7045
Total 227711:					4,784.27			
Total Kumar & Associates Inc. (1852):					4,784.27			
McDonald Farms (1588)								
0110758								
0110758	Invoice	WasteWater Hauled to Landfill	05/14/2024	05/29/2024	1,314.00	Open	05/24	52-00-5250
Total 0110758:					1,314.00			
Total McDonald Farms (1588):					1,314.00			
Monarch Tree Service (1995)								
50342360								
50342360	Invoice	Past Due Invoice	10/01/2023	06/01/2024	3,095.00	Open	05/24	10-60-5108
Total 50342360:					3,095.00			
Total Monarch Tree Service (1995):					3,095.00			
Peak Performance Imaging Solutions (409)								
69361								
69361	Invoice	Meter Bill	05/06/2024	05/31/2024	359.58	Open	04/24	10-20-5309
Total 69361:					359.58			
Total Peak Performance Imaging Solutions (409):					359.58			
Ramey Environmental Compliance, INC (898)								
27400								
27400	Invoice	Grease Trap Inspections/McDonal	03/31/2024	05/30/2024	73.00	Open	03/24	52-00-5000
Total 27400:					73.00			
Total Ramey Environmental Compliance, INC (898):					73.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
316084								
316084	Invoice	Building Permit plan review	03/31/2024	05/30/2024	2,976.01	Open	03/24	10-22-5000
Total 316084:					2,976.01			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					2,976.01			
Stalker Radar (2134)								
S300727								
S300727	Invoice	Traffic Data Collector	05/07/2024	06/07/2024	2,455.00	Open	05/24	10-30-6040
Total S300727:					2,455.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Stalker Radar (2134):					2,455.00			
Staples Business Advantage (1219)								
7000563990								
7000563990	Invoice	staples	05/04/2024	06/04/2024	10.66	Open	05/24	10-30-6010
Total 7000563990:					10.66			
7000617811								
7000617811	Invoice	misc. office supplies	05/11/2024	06/11/2024	85.91	Open	05/24	10-30-6010
Total 7000617811:					85.91			
Total Staples Business Advantage (1219):					96.57			
Terracon Consultants, INC. (1692)								
TL10886								
TL10886	Invoice	PW Building	05/07/2024	06/07/2024	1,422.50	Open	03/24	21-00-7044
Total TL10886:					1,422.50			
TM01388								
TM01388	Invoice	PW Building	05/13/2024	06/13/2024	2,577.50	Open	04/24	21-00-7044
Total TM01388:					2,577.50			
Total Terracon Consultants, INC. (1692):					4,000.00			
Timberline Disposal (1467)								
5512332V324								
5512332V324	Invoice	Hwy 103 toilet	05/15/2024	05/21/2024	185.63	Open	05/24	51-00-5202
Total 5512332V324:					185.63			
Total Timberline Disposal (1467):					185.63			
Upper Clear Creek Watershed (260)								
2024								
2024	Invoice	Membership Dues	01/21/2024	04/15/2024	2,062.00	Open	05/24	52-00-5390
Total 2024:					2,062.00			
Total Upper Clear Creek Watershed (260):					2,062.00			
USA Blue Book (376)								
00358090								
00358090	Invoice	Ph buffer	05/07/2024	06/07/2024	86.80	Open	05/24	52-00-6004
00358090	Invoice	int	05/07/2024	06/07/2024	112.00	Open	05/24	52-00-6004
Total 00358090:					178.80			
00367164								
00367164	Invoice	kimwipes	05/15/2024	06/15/2024	113.32	Open	05/24	52-00-6004
00367164	Invoice	kimwipes	05/15/2024	06/15/2024	113.33	Open	05/24	51-00-6004
Total 00367164:					226.65			
Total USA Blue Book (376):					405.45			
Utility Notification Center of Colorado (1984)								
224020720								
224020720	Invoice	Locates - Water	02/29/2024	05/29/2024	20.00	Open	02/24	51-00-5108
224020720	Invoice	Locates - WW	02/29/2024	05/29/2024	19.99	Open	02/24	52-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 224020720:					39.99			
Total Utility Notification Center of Colorado (1984):					39.99			
VISA (1827)								
WATER-5032024								
WATER-5032024	Invoice	colorado certified water profession	05/03/2024	05/28/2024	85.00	Open	04/24	51-00-5302
WATER-5032024	Invoice	faucet aerator	05/03/2024	05/28/2024	21.97	Open	04/24	51-00-6025
WATER-5032024	Invoice	manhole cover hooks	05/03/2024	05/28/2024	35.87	Open	04/24	52-00-6025
WATER-5032024	Invoice	metal clipboard	05/03/2024	05/28/2024	25.98	Open	04/24	52-00-6025
WATER-5032024	Invoice	toner replacement	05/03/2024	05/28/2024	48.36	Open	04/24	51-00-6010
Total WATER-5032024:					217.18			
Total VISA (1827):					217.18			
Grand Totals:					277,666.57			

Report GL Period Summary

GL Period	Amount
05/24	42,494.63
08/24	6,414.91
04/24	224,245.53
03/24	4,471.51
02/24	39.99
Grand Totals:	277,666.57

Vendor number hash: 0

Vendor number hash - split: 0

Total number of invoices: 0

Total number of transactions: 0

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
APRIL 30, 2024

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	69,210.90
01-00-1111	MONEY MARKET -3504	1,920,730.03
01-00-1112	XPRESS DEPOSIT ACCOUNT	114,689.93
01-00-1113	PETTY CASH CHECKING ACCOUNT	25,701.89
01-00-1115	EVERGREEN NAT'L- PR CKG -2114	53,512.96
01-00-1117	COLOTRUST--GENERAL -8001	524,688.93
01-00-1118	COLOTRUST--RAMP FUND -8002	220,626.02
01-00-1119	CSAFE--GENERAL -97-01	5,739,942.57
01-00-1178	CASH CLEARING - ACCTS REC.	(333.34)

TOTAL COMBINED CASH 8,668,769.89

01-00-1000 COMBINED CASH FUND (8,668,769.89)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,387,464.53
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	9,842.03
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	659,330.78
21	ALLOCATION TO IMPROVEMENT FUND	409,728.71
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	113,227.09
23	ALLOCATION TO 1% STREET SALES TAX	1,569,928.14
51	ALLOCATION TO WATER FUND	2,351,013.96
52	ALLOCATION TO WASTEWATER FUND	1,620,152.62
59	ALLOCATION TO PARKING ENTERPRISE FUND	548,082.03

TOTAL ALLOCATIONS TO OTHER FUNDS 8,668,769.89

ALLOCATION FROM COMBINED CASH FUND - 01-00-1000 (8,668,769.89)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	1,387,464.53	
10-00-1150	A/R--BILLED ACCOUNTS	(12,774.35)	
10-00-1165	OTHER RECEIVABLES	306,646.93	
10-00-1167	PROPERTY TAXES RECEIVABLE	220,831.00	
10-00-1170	A/R--COURT	14,230.50	
10-00-1171	LEASE RECEIVABLE	303,537.44	
10-00-1190	PREPAID EXPENSES	24,085.25	
	TOTAL ASSETS		2,244,021.30

LIABILITIES AND EQUITY

LIABILITIES

10-00-2020	ACCOUNTS PAYABLE	49,544.29	
10-00-2040	PREPAID BUSINESS LICENSES	5,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	220,831.00	
10-00-2130	UNEARNED REVENUE	448,910.66	
10-00-2140	DEF'D INFLOW OF RES--LEASE	2,142.86	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	133,045.51	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	168,349.07	
10-00-2220	FICA PAYABLE	(1.00)	
10-00-2230	HEALTH INSURANCE PAYABLE	(3,656.20)	
10-00-2231	DENTAL INSURANCE PAYABLE	(1,460.00)	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	(166.58)	
10-00-2236	UNEMPLOYMENT PAYABLE	323.91	
10-00-2237	MISC PAYROLL PAYABLE	(122.78)	
10-00-2238	LIFE INSURANCE PAYABLE	(176.40)	
10-00-2401	DEVELOPER LIABILITIES	(3,623.52)	
	TOTAL LIABILITIES		1,018,938.82

FUND EQUITY

10-00-2600	FUND BALANCE	1,738,497.34	
	UNAPPROPRIATED FUND BALANCE; REVENUE OVER EXPENDITURES - YTD	(513,414.86)	
	BALANCE - CURRENT DATE	(513,414.86)	
	TOTAL FUND EQUITY		1,225,082.48
	TOTAL LIABILITIES AND EQUITY		2,244,021.30

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PROPERTY, SALES & USE TAXES</u>						
10-00-3110 PROPERTY TAXES	80,441.25	71,634.23	18,042.13	77,038.52	250,000	30.8
10-00-3120 SPECIFIC OWNERSHIP TAX	8,118.91	6,672.03	1,994.39	5,754.66	24,000	24.0
10-00-3130 SALES TAX (1/2)	539,890.23	579,218.40	139,581.51	558,174.55	2,200,000	25.4
10-00-3135 BUILDING USE TAX (2/3)	12,960.84	3,551.08	201.77	3,288.11	15,000	21.9
10-00-3136 MOTOR VEHICLE USE TAX	41,452.29	22,061.40	9,611.73	23,136.11	85,000	27.2
10-00-3182 FRANCHISE-PUBLIC SERVICE	36,374.15	45,712.92	9,373.40	39,133.71	92,000	42.5
10-00-3183 FRANCHISE-CABLE-COMCAST	3,112.86	2,935.14	.00	2,688.15	23,000	11.7
10-00-3184 FRANCHISE-QWEST/CENTURYLINK	393.50	161.50	.00	119.50	500	23.9
TOTAL PROPERTY, SALES & USE TAXES	722,744.04	731,946.70	178,804.93	709,333.31	2,689,500	26.4
<u>LICENSES & PERMITS</u>						
10-00-3211 LIQUOR LICENSE	1,866.25	2,050.00	1,203.75	2,525.00	6,000	42.1
10-00-3216 BUSINESS PERMIT FEE	4,542.50	8,252.76	2,128.20	10,001.30	16,000	62.5
10-00-3218 SHOPPING BAG FEES	.00	.00	2,692.83	6,583.80	18,000	36.6
10-00-3221 BUILDING PERMITS	21,657.99	.00	(4,551.16)	(4,551.16)	120,000	(3.8)
10-00-3222 CONTRACTOR'S LICENSE	3,300.00	4,100.00	700.00	3,400.00	12,000	28.3
10-00-3227 REPORTS/COPIES/FAX	517.25	869.25	70.75	848.50	2,500	33.9
10-00-3229 OTHER LICENSES/PERMITS	16,912.50	7,111.25	2,083.36	9,658.36	65,000	14.9
10-00-3240 PLAN REVIEW/COMMISSION FEES	300.00	72,433.98	1,095.83	6,169.60	1,200	514.1
TOTAL LICENSES & PERMITS	49,096.49	94,817.24	5,423.56	34,635.40	240,700	14.4
<u>OTHER TAXES</u>						
10-00-3301 MOTOR VEHICLE REG. FEES	3,042.77	2,035.05	590.50	1,491.88	7,000	21.3
10-00-3304 MARIJUANA SPECIAL SALES TAX	28,102.68	25,752.42	5,805.23	21,318.82	80,000	26.7
10-00-3305 STATE SHARED CIGARETTE TAX	2,218.89	1,466.85	184.58	1,375.10	5,000	27.5
10-00-3306 COUNTY ROAD & BRIDGE TAX	59,750.51	113,272.23	108,200.74	108,200.74	393,143	27.5
10-00-3307 SEVERENCE TAX	.00	.00	.00	.00	160,000	.0
10-00-3309 HIGHWAY USERS TAX	20,307.31	19,083.19	5,724.55	22,313.02	70,000	31.9
10-00-3380 OPERATIONAL GRANTS	.00	.00	90,970.78	90,970.78	20,000	454.9
TOTAL OTHER TAXES	113,422.16	161,609.74	211,476.38	245,670.34	735,143	33.4
<u>FINES</u>						
10-00-3550 FINES	11,939.50	16,725.00	23,020.00	42,315.00	75,000	56.4
TOTAL FINES	11,939.50	16,725.00	23,020.00	42,315.00	75,000	56.4

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	601.39	16,988.53	4,519.33	19,535.98	60,000	32.6
10-00-3604 DONATIONS	360.00	5,100.00	.00	.00	2,500	.0
10-00-3610 CEMETERY FEES	750.00	3,750.00	150.00	150.00	5,000	3.0
10-00-3620 LEASES/RENT	28,771.80	27,523.88	5,681.37	24,975.48	70,000	35.7
10-00-3680 REIMBURSEMENT/REFUNDS	.00	143.56	2,062.00	10,581.92	10,000	105.8
10-00-3690 MISCELLANEOUS REVENUE	7,699.18	2,252.27	.00	1,103.10	8,000	13.8
10-00-3691 CONVENIENCE FEES	3,245.00	.00	.00	.00	0	.0
TOTAL MISCELLANEOUS	41,427.37	55,758.24	12,412.70	56,346.48	155,500	36.2
<u>INTERFUND TRANSFERS</u>						
10-00-3921 TRANSFERS FROM STI FUND	6,250.00	6,250.00	.00	6,250.00	25,000	25.0
TOTAL INTERFUND TRANSFERS	6,250.00	6,250.00	.00	6,250.00	25,000	25.0
TOTAL FUND REVENUE	944,879.56	1,067,106.92	431,137.57	1,094,550.53	3,920,843	27.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	17,761.60	15,520.06	2,011.20	8,044.80	52,296	15.4
10-10-4103 HOURLY	56,073.94	54,653.65	7,316.96	35,488.48	159,016	22.3
10-10-4104 OVERTIME	222.81	4,316.92	558.37	4,231.96	12,000	35.3
10-10-4201 FICA	4,393.28	4,462.51	583.33	2,810.07	12,317	22.8
10-10-4202 MEDICARE	1,027.49	1,043.65	136.40	657.10	2,880	22.8
10-10-4203 HEALTH INS.	12,842.87	9,296.78	1,783.80	9,105.59	27,102	33.6
10-10-4204 LIFE INS.	117.57	63.70	15.40	72.10	234	30.8
10-10-4205 DEFERRED COMP	1,678.34	759.67	588.67	2,592.57	6,339	40.9
10-10-4206 UNEMPLOYMENT	148.17	133.61	19.61	94.04	447	21.0
10-10-4207 DISABILITY INSURANCE	.00	497.84	113.07	539.51	1,546	34.9
10-10-4209 DENTAL INSURANCE	608.00	380.00	69.40	354.40	1,334	26.6
10-10-5101 LEGAL	.00	.00	.00	.00	500	.0
10-10-5103 ENGINEERING	.00	.00	.00	.00	5,000	.0
10-10-5107 SURVEY	.00	.00	.00	.00	1,500	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	7,176.40	13,936.76	1,710.86	9,119.54	32,000	28.5
10-10-5202 DISPOSAL-TRASH	.00	25.00	413.48	2,067.30	100	2067.3
10-10-5207 MAINT./REPAIRS-SERVICES	.00	.00	.00	8,256.66	1,500	550.4
10-10-5208 MAINT./REPAIRS-BUILDING	303.96	1,000.55	.00	1,173.84	2,000	58.7
10-10-5212 TRAINING	.00	.00	.00	.00	5,000	.0
10-10-5213 MEDICAL	.00	80.00	.00	.00	200	.0
10-10-5215 EMPLOYEE INCENTIVE	.00	1,050.00	.00	.00	2,100	.0
10-10-5300 CIRSA W/C INSURANCE	7,274.80	8,678.40	.00	9,476.96	18,000	52.7
10-10-5301 CIRSA P/C INSURANCE	10,145.23	16,153.29	10,623.53	23,297.05	35,000	66.6
10-10-5303 TELEPHONE	570.59	574.61	144.19	576.74	1,800	32.0
10-10-5304 DUES & PUBLICATIONS	355.00	.00	.00	421.99	400	105.5
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	.00	.00	.00	150	.0
10-10-5313 ADVERTISING	23.48	.00	.00	.00	500	.0
10-10-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
10-10-5325 PRINTING	6.01	.00	.00	.00	50	.0
10-10-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	1,415.36	1,651.60	336.32	1,287.92	4,400	29.3
10-10-6001 ELECTRICITY & GAS	29,391.27	18,883.25	.00	16,304.22	60,000	27.2
10-10-6007 MATERIALS/SUPPLIES/EQUIP	84.96	4,016.43	828.90	1,445.31	8,000	18.1
10-10-6010 MATERIALS/SUPPLIES/OFFICE	305.97	659.71	3.47	98.42	2,000	4.9
10-10-6012 GAS/OIL-EQUIPMENT	1,063.47	2,454.02	.00	1,283.31	5,000	25.7
10-10-6020 TOOLS	259.95	21.98	61.93	183.69	2,000	9.2
10-10-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	.00	244.99	.00	.00	1,000	.0
10-10-6050 WATER/SEWER	254.74	289.35	.00	936.55	1,500	62.4
10-10-6085 STREET LAMPS	.00	20,367.66	.00	2,828.69	20,000	14.1
10-10-6091 SIGNS	1,518.68	28.00	983.80	16,175.30	5,000	323.5
10-10-6093 PAINT	787.50	.00	.00	.00	2,500	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096 ASPHALT/CURB & GUTTER--R&M	1,800.00	.00	.00	.00	7,000	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	9,268.33	6,756.20	.00	4,765.99	15,000	31.8
10-10-6150 FLEET MAINT	3,549.13	3,302.11	519.92	2,037.45	7,000	29.1
10-10-6191 FLEET FUEL	4,822.58	5,580.64	.00	3,984.74	15,000	26.6
10-10-6192 FLEET TIRES	.00	.00	.00	.00	3,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193 FLEET SUPPLIES	970.71	2,896.87	178,25	367.60	6,000	6.1
10-10-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	2,225	.0
10-10-7011 COMPUTER SOFTWARE	93.75	19.99	.00	39.98	100	40.0
TOTAL STREETS EXPENDITURES	176,315.94	197,799.80	29,000.84	170,119.87	562,336	30.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101 MAYOR/COUNCIL	10,800.01	9,600.00	.00	8,880.00	44,160	20.1
10-20-4102 SALARY	99,576.00	56,034.40	26,471.50	105,886.00	264,812	40.0
10-20-4103 HOURLY	25,077.91	74,830.11	10,837.95	49,007.87	113,316	43.3
10-20-4104 OVERTIME	.00	141.41	295.07	430.45	1,000	43.1
10-20-4201 FICA	8,174.73	8,459.53	2,245.21	9,819.16	26,143	37.6
10-20-4202 MEDICARE	1,911.88	1,978.56	525.11	2,296.55	6,114	37.6
10-20-4203 HEALTH INS.	13,066.21	14,833.61	6,890.00	26,973.60	41,470	65.0
10-20-4204 LIFE INS.	125.08	112.00	42.70	169.05	382	44.3
10-20-4205 DEFERRED COMP	3,590.44	7,964.35	2,574.38	10,392.31	25,000	41.6
10-20-4206 UNEMPLOYMENT	250.41	257.38	74.88	303.45	879	34.5
10-20-4207 DISABILITY INSURANCE	.00	1,216.19	352.21	1,406.37	3,812	36.9
10-20-4209 DENTAL INSURANCE	762.04	708.00	209.20	875.20	2,440	35.9
10-20-5050 COUNTY TREASURER'S FEES	1,660.09	1,432.77	360.84	1,540.77	6,000	25.7
10-20-5101 LEGAL	42,872.80	63,601.51	12,314.93	48,958.51	155,000	31.6
10-20-5102 AUDIT	3,900.00	4,250.00	.00	4,250.00	6,000	70.8
10-20-5103 ENGI'RING SVCES--DEVEL REVIEW	352.00	1,472.66	.00	420.00	5,000	8.4
10-20-5104 FINANCIAL SERVICES	17,358.75	15,566.89	.00	10,688.14	30,000	35.6
10-20-5105 PLANNING SERVICES	.00	240.00	.00	5,220.00	10,000	52.2
10-20-5106 IT SERVICES	710.00	5,109.02	1,339.86	8,001.99	12,000	66.7
10-20-5107 SURVEYING	1,833.33	.00	7,900.00	24,330.00	5,000	486.6
10-20-5108 OTHER CONTRACTUAL SERVICES	7,146.75	4,778.10	406.00	6,872.55	88,000	7.8
10-20-5207 REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	1,000	.0
10-20-5208 REPAIR/MAINTENANCE-BUILDING	149.99	443.16	.00	.00	5,000	.0
10-20-5210 MEETING EXPENSE	520.98	478.36	.00	73.34	1,500	4.9
10-20-5212 EDUCATION & TRAINING	2,073.00	3,104.11	.00	1,237.00	8,000	15.5
10-20-5215 EMPLOYEE INCENTIVE	155.00	210.00	.00	140.00	1,500	9.3
10-20-5220 ELECTION	.00	.00	.00	.00	1,000	.0
10-20-5225 BOARDS & COMMISSIONS	1,159.00	.00	.00	.00	1,500	.0
10-20-5300 CIRSA W/C INSURANCE	363.74	433.92	.00	473.84	1,000	47.4
10-20-5301 CIRSA P/C INSURANCE	9,645.23	15,653.29	10,373.53	22,797.05	32,000	71.2
10-20-5303 TELEPHONE	570.59	574.61	144.19	576.74	1,725	33.4
10-20-5304 DUES & MEMBERSHIPS	1,278.00	7,722.00	.00	1,308.00	8,900	14.7
10-20-5305 TRAVEL & MEALS	.00	1,020.53	40.00	88.00	6,000	1.5
10-20-5309 CONTRACT OFFICE EQUIP.	2,253.99	1,909.68	649.02	2,013.03	7,300	27.6
10-20-5310 POSTAGE, SHIPPING, BOX RENT	807.93	943.27	.00	447.74	2,000	22.4
10-20-5312 LEGAL PUBLICATIONS	1,100.60	2,057.89	1,956.90	4,552.18	4,600	99.0
10-20-5313 ADVERTISING	.00	50.00	.00	706.12	1,000	70.6
10-20-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316 RECORDING DOCUMENTS	350.00	36.00	18.00	391.00	1,400	27.9
10-20-5322 CODIFICATION	110.00	2,269.40	.00	3,118.00	3,000	103.9
10-20-5325 PRINTING	734.12	.00	.00	.00	2,000	.0
10-20-5335 CELL/INTERNET SERVICE	1,452.47	1,504.37	594.24	1,824.47	4,700	38.8
10-20-5340 PAYMENT PROCESSING FEES	3,116.58	.00	.00	.00	0	.0
10-20-6001 ELECTRICITY & GAS	1,895.77	2,553.11	.00	1,608.43	7,400	21.7
10-20-6010 MATERIALS/SUPPLIES/OFFICE	1,293.96	2,519.42	155.97	1,317.55	4,000	32.9
10-20-6020 FLAGS	.00	.00	.00	.00	1,000	.0
10-20-6050 WATER/SEWER	254.74	296.87	.00	620.67	4,500	13.8
10-20-6060 REFUNDS	.00	.00	.00	1,000.00	1,000	100.0
10-20-6500 MISCELLANEOUS EXPENSE	.00	.00	.00	.00	1,000	.0
10-20-7010 OFFICE EQUIPMENT/COMPUTERS	230.28	1,892.00	.00	70.49	16,000	.4
10-20-7011 COMPUTER SOFTWARE	5,634.75	.00	.00	.00	8,500	.0
10-20-7020 PUBLIC ENGAGEMENT	.00	.00	.00	9,121.50	20,000	45.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010 MISC. CASH OVER/SHORT	.00	1.00	(.48)	(.48)	0	.0
TOTAL ADMINISTRATION EXPENDITURES	274,319.15	318,259.48	86,771.21	380,206.64	1,006,053	37.8

COMMUNITY PROMOTION

10-21-5030 HSIS/ VISITOR CENTER	17,585.00	11,667.50	.00	15,000.00	60,000	25.0
10-21-5032 MISC. EVENTS	500.00	.00	.00	1,100.00	7,000	15.7
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	2,000.00	.00	.00	.00	2,000	.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	1,500	.0
10-21-5038 MISC. ORGANIZATION REQUEST	1,952.83	10,125.00	.00	.00	30,000	.0
10-21-5039 BEAUTIFICATION	160.82	.00	.00	.00	9,500	.0
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	20,580	.0
10-21-5041 HISTORIC SITES & FACILITIES	647.46	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	50.00	.00	.00	17,305.00	50,000	34.6
10-21-5430 VISITOR CTR BLDG MAINTENANCE	17,678.63	1,684.00	615.07	1,670.58	10,000	16.7
TOTAL COMMUNITY PROMOTION	40,574.74	23,476.50	615.07	35,075.58	199,080	17.6

BUILDING INSPECTOR

10-22-5000 OPERATIONS CONTRACTUAL	17,426.54	61,635.86	.00	5,059.48	100,000	5.1
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	2,000	.0
TOTAL BUILDING INSPECTOR	17,426.54	61,635.86	.00	5,059.48	102,000	5.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	38,323.32	41,266.40	9,801.60	39,206.40	127,415	30.8
10-30-4103 HOURLY WAGES--SWORN	135,682.40	174,363.85	45,494.03	179,551.15	581,196	30.9
10-30-4104 OVERTIME--REGULAR	479.88	13,472.41	2,134.11	6,581.48	16,000	41.1
10-30-4105 HOLIDAY	352.16	2,430.52	.00	5,133.28	0	.0
10-30-4106 OVERTIME--HOLIDAY WORKED-SWORN	.00	7,046.57	.00	8,018.63	26,565	30.2
10-30-4109 HOURLY WAGES--CIVILIAN	49,764.31	33,568.02	12,681.60	58,115.68	166,374	34.9
10-30-4110 OVERTIME--HOLIDAY WKD-CIVILIAN	.00	588.84	.00	.00	2,500	.0
10-30-4201 FICA	3,222.72	3,555.52	753.34	3,594.08	10,985	32.7
10-30-4202 MEDICARE	3,106.17	3,803.73	974.34	4,125.33	12,238	33.7
10-30-4203 HEALTH INS.	35,737.62	36,400.00	10,523.20	43,566.40	106,017	41.1
10-30-4204 LIFE INS.	247.80	257.60	81.20	329.00	788	41.8
10-30-4205 DEFERRED COMP	1,960.60	2,106.90	690.79	2,855.53	6,000	47.6
10-30-4206 UNEMPLOYMENT	447.68	543.66	139.89	591.74	1,568	37.7
10-30-4207 DISABILITY INSURANCE	.00	2,569.01	653.44	2,642.54	6,000	44.0
10-30-4209 DENTAL INSURANCE	2,176.00	1,810.40	528.00	2,163.20	7,168	30.2
10-30-4210 PENSION FPPA	16,880.83	21,489.83	6,505.50	25,872.29	70,000	37.0
10-30-5101 LEGAL	8,713.23	747.25	.00	.00	15,000	.0
10-30-5105 OTHER CONTRACT SERVICES	31,574.26	.85	48,672.95	156,251.46	285,000	54.8
10-30-5108 OTHER PROFESSIONAL SERVICES	12,586.41	22,251.05	2,455.22	60,404.31	70,000	86.3
10-30-5109 POLYGRAPH/PSY EXAM	968.40	900.00	.00	.00	2,200	.0
10-30-5207 REPAIR/MAINT-SERVICES	650.00	.00	.00	.00	3,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	1,797.87	218.35	.00	770.63	4,000	19.3
10-30-5212 TRAINING	600.00	2,602.59	2,183.00	3,062.94	18,000	17.0
10-30-5213 MEDICAL/BLOOD DRAW	600.00	.00	.00	.00	1,500	.0
10-30-5215 EMPLOYEE INCENTIVE	4,543.52	125.00	.00	30.00	3,500	.9
10-30-5300 CIRSA W/C INSURANCE	6,911.06	8,244.48	.00	9,003.12	18,000	50.0
10-30-5301 CIRSA P/C INSURANCE	23,622.13	40,862.64	58,627.34	114,921.92	90,000	127.7
10-30-5303 TELEPHONE	570.59	574.61	144.19	576.74	1,800	32.0
10-30-5304 DUES & PUBLICATIONS	1,640.00	826.00	.00	1,381.12	2,000	69.1
10-30-5305 TRAVEL & MEALS	154.61	.00	.00	.00	1,000	.0
10-30-5309 CONTRACT OFFICE EQUIP.	170.00	698.57	231.58	595.67	2,050	29.1
10-30-5310 POSTAGE, SHIPPING, BOX RENT	129.78	68.07	.00	11.56	800	1.5
10-30-5314 INSURANCE CLAIMS	4,314.40	1,000.00	.00	.00	3,000	.0
10-30-5325 PRINTING	663.02	1,104.15	2,188.01	2,744.17	3,000	91.5
10-30-5326 TOWING	.00	232.00	232.00	232.00	1,000	23.2
10-30-5330 COMMUNICATIONS EQUIPMENT	107.14	.00	.00	553.34	1,000	55.3
10-30-5335 CELL/INTERNET SERVICE	1,953.81	2,250.41	356.93	2,656.41	7,000	38.0
10-30-5350 PUBLIC EDUCATION/RELATIONS	184.77	150.77	.00	207.66	1,500	13.8
10-30-6001 ELECTRICITY & GAS	1,602.18	1,979.98	.00	1,279.13	3,500	36.6
10-30-6010 MATERIALS/SUPPLIES/OFFICE	2,379.92	350.21	152.58	1,997.02	3,000	66.6
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	376.96	542.95	.00	602.65	1,750	34.4
10-30-6030 UNIFORMS	1,434.97	7,561.11	23.93	1,943.43	12,000	16.2
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	5,061.00	6,358.14	16.98	956.98	16,000	6.0
10-30-6045 AMMUNITION	.00	4,565.23	.00	1,237.70	5,000	24.8
10-30-6050 WATER/SEWER	272.15	368.07	.00	1,248.49	1,000	124.9
10-30-6100 FLEET MAINTENANCE	1,034.19	6,899.17	1,203.12	12,294.35	14,000	87.8
10-30-6191 FLEET FUEL	7,174.22	9,753.90	2,441.86	10,504.71	25,000	42.0
10-30-6192 FLEET TIRES	283.24	.00	.00	.00	3,000	.0
10-30-6193 FLEET SUPPLIES	114.35	279.21	.00	1,744.92	500	349.0
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	7,093.56	.00	.00	.00	3,200	.0
10-30-7011 COMPUTER SOFTWARE	.00	9,000.00	.00	16,074.40	20,500	78.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL POLICE EXPENDITURES	417,663.23	475,788.02	209,890.73	785,633.56	1,783,614	44.1

COURT EXPENDITURES

10-40-4103	HOURLY	8,930.87	9,616.86	2,334.40	9,224.13	30,256	30.5
10-40-4104	OVERTIME	.00	60.44	153.73	260.49	100	260.5
10-40-4201	FICA	533.81	579.40	148.97	566.88	1,818	31.2
10-40-4202	MEDICARE	124.82	135.46	34.84	132.56	477	27.8
10-40-4203	HEALTH INS.	1,155.20	1,206.40	316.80	1,267.20	3,798	33.4
10-40-4204	LIFE INS.	14.00	14.00	3.50	14.00	50	28.0
10-40-4205	DEFERRED COMP	.00	.00	70.03	276.70	907	30.5
10-40-4206	UNEMPLOYMENT	17.85	19.37	4.97	18.96	67	28.3
10-40-4207	WORKMANS COMP	.00	98.90	22.66	93.46	188	49.7
10-40-4209	DENTAL INSURANCE	56.00	49.60	12.40	49.60	174	28.5
10-40-5101	LEGAL FEES	502.50	.00	.00	112.50	750	15.0
10-40-5110	JUDGE RETAINER	6,400.00	6,400.00	1,600.00	6,400.00	19,200	33.3
10-40-5115	PROSECUTER	6,161.28	6,229.00	1,557.25	6,229.00	18,688	33.3
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	200.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	22.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	.00	11.48	11.48	100	11.5
10-40-5325	PRINTING	12.50	.00	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	.00	119.97	100	120.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES		24,130.83	24,409.43	6,271.03	24,776.93	77,428	32.0

FIRE DEPARTMENT

10-50-5050	CONTRIBUTION TO CCCESD	72,250.00	70,612.50	74,968.75	149,937.50	278,105	53.9
TOTAL FIRE DEPARTMENT		72,250.00	70,612.50	74,968.75	149,937.50	278,105	53.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103 HOURLY	15,511.82	16,391.72	6,945.71	27,851.73	56,698	49.1
10-60-4104 OVERTIME	543.21	1,511.42	912.91	4,087.62	8,200	49.9
10-60-4105 HOLIDAY	.00	.00	.00	498.96	1,000	49.9
10-60-4201 FICA	957.37	1,070.37	477.05	1,970.40	4,770	41.3
10-60-4202 MEDICARE	223.89	250.32	111.56	460.83	1,115	41.3
10-60-4203 HEALTH INS.	2,310.40	2,412.80	633.60	2,534.40	7,599	33.4
10-60-4204 LIFE INS.	21.00	28.00	14.00	56.00	126	44.4
10-60-4205 DEFERRED COMP	.00	.00	208.38	850.54	1,500	56.7
10-60-4206 UNEMPLOYMENT	32.10	35.80	15.72	64.89	159	40.8
10-60-4207 DISABILITY INSURANCE	.00	159.20	71.35	294.68	510	57.8
10-60-5108 OTHER PROFESSIONAL SERVICES	2,839.00	3,467.44	3,218.00	3,218.00	63,000	5.1
10-60-5202 DISPOSAL	1,190.33	1,541.88	.00	.00	4,550	.0
10-60-5207 REPAIR/MAINT-SERVICES	.00	104.97	.00	.00	2,500	.0
10-60-5208 MAINT./REPAIRS-BUILDING	.00	62.69	208.03	255.00	250	102.0
10-60-5209 VANDALISM MAINTENANCE	.00	474.70	401.25	401.25	1,000	40.1
10-60-5210 GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211 TRAIL MAINTENANCE-VCMP	.00	.00	.00	.00	2,500	.0
10-60-5212 TRAINING	.00	.00	.00	.00	100	.0
10-60-5213 MEDICAL	.00	.00	.00	.00	80	.0
10-60-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300 CIRSA W/C INSURANCE	727.48	867.84	.00	947.70	1,800	52.7
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	.00	.00	.00	1,000	.0
10-60-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335 CELL/INTERNET SERVICE	137.72	151.30	39.94	112.47	400	28.1
10-60-6001 ELECTRICITY & GAS	2,343.22	3,667.88	.00	2,379.43	10,000	23.8
10-60-6010 MATERIALS/SUPPLIES-MISC.	1,296.19	373.33	1,061.33	4,295.37	5,500	78.1
10-60-6012 GAS, OIL-EQUIPMENT	262.90	918.08	.00	23.34	2,000	1.2
10-60-6020 TOOLS	39.96	.00	.00	.00	1,000	.0
10-60-6022 SAFETY ITEMS	.00	.00	.00	.00	250	.0
10-60-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	200	.0
10-60-6045 SPRINKLER PARTS	505.49	.00	.00	.00	2,800	.0
10-60-6050 WATER/SEWER	774.21	890.97	.00	2,067.27	4,000	51.7
10-60-6085 LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091 SIGNS	.00	.00	.00	.00	250	.0
10-60-6093 PAINT	45.20	.00	.00	.00	150	.0
10-60-6095 SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098 TREE REPLACEMENT & TRIMMING	425.00	2,017.00	.00	.00	10,000	.0
10-60-6099 SALTED SAND	691.20	.00	.00	.00	1,650	.0
10-60-6150 FLEET MAINT	244.38	161.20	72.24	2,762.70	2,200	125.6
10-60-6191 FLEET FUEL	885.10	1,113.31	.00	777.04	3,700	21.0
10-60-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
10-60-6193 FLEET SUPPLIES	94.96	719.75	.00	.00	1,500	.0
10-60-6200 PARKS MAINT. & PARTS	669.99	984.85	180.64	1,246.21	8,000	15.6
10-60-6204 WEED CONTROL	.00	.00	.00	.00	500	.0
10-60-6206 CHEMICALS/FERTILIZER	362.91	.00	.00	.00	500	.0
10-60-6207 CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150	.0
10-60-7007 EQUIPMENT PURCHASE	.00	631.81	.00	.00	632	.0
TOTAL PARKS EXPENDITURES	33,135.03	40,008.63	14,571.71	57,155.83	218,989	26.1

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>CEMETERY EXPENDITURES</u>						
10-70-7100	CEMETERY MAINTENANCE	.00	.00	.00	.00	5,000	.0
	TOTAL CEMETERY EXPENDITURES	.00	.00	.00	.00	5,000	.0
	<u>TRANSFERS</u>						
10-75-8271	TRANSFER TO POLICE PENSION	4,125.00	.00	.00	.00	0	.0
	TOTAL TRANSFERS	4,125.00	.00	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	1,059,940.46	1,211,990.22	422,089.34	1,607,965.39	4,232,605	38.0
	NET REVENUE OVER EXPENDITURES	115,060.90-	144,883.30-	9,048.23	(513,414.86)	311,762-	(164.7)

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	9,842.03	
	TOTAL ASSETS		9,842.03

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	9,726.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	116.00	
	BALANCE - CURRENT DATE	116.00	
	TOTAL FUND EQUITY		9,842.03
	TOTAL LIABILITIES AND EQUITY		9,842.03

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

HANSEN'S CEMETERY TRUST FUND

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>MISCELLANEOUS</u>						
15-00-3601	INTEREST EARNED	2.72	66.09	31.43	116.00	175	66.3
	TOTAL MISCELLANEOUS	2.72	66.09	31.43	116.00	175	66.3
	TOTAL FUND REVENUE	2.72	66.09	31.43	116.00	175	66.3
	NET REVENUE OVER EXPENDITURES	2.72	66.09	31.43	116.00	175	66.3

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	659,330.78	
	TOTAL ASSETS		659,330.78

LIABILITIES AND EQUITY

FUND EQUITY

20-00-2600	FUND BALANCE	647,610.43	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	11,720.35	
	BALANCE - CURRENT DATE	11,720.35	
	TOTAL FUND EQUITY		659,330.78
	TOTAL LIABILITIES AND EQUITY		659,330.78

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
20-00-3601 INTEREST EARNED	353.98	8,133.15	3,084.79	11,720.35	23,000	51.0
TOTAL MISCELLANEOUS	353.98	8,133.15	3,084.79	11,720.35	23,000	51.0
TOTAL FUND REVENUE	353.98	8,133.15	3,084.79	11,720.35	23,000	51.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	100,000	.0
TOTAL DEPARTMENT 00	.00	.00	.00	.00	100,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	100,000	.0
NET REVENUE OVER EXPENDITURES	353.98	8,133.15	3,084.79	11,720.35	77,000-	15.2

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	409,728.71	
21-00-1165	OTHER RECEIVABLES	563,960.09	
21-00-1277	2019 ADV DUE FR WWF	<u>1,793,390.40</u>	
	TOTAL ASSETS		<u>2,767,079.20</u>

LIABILITIES AND EQUITY

LIABILITIES

21-00-2020	ACCOUNTS PAYABLE	<u>92,241.70</u>	
	TOTAL LIABILITIES		92,241.70

FUND EQUITY

21-00-2600	FUND BALANCE	3,165,011.07	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>(490,173.57)</u>	
	BALANCE - CURRENT DATE	<u>(490,173.57)</u>	
	TOTAL FUND EQUITY		<u>2,674,837.50</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,767,079.20</u>

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

IMPROVEMENT FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
21-00-3130 SALES TAX (1/4)	269,945.11	289,609.21	69,790.76	279,087.28	1,025,000	27.2
21-00-3135 BUILDING USE TAX (1/3)	6,548.67	1,768.95	100.89	1,648.58	8,000	20.6
21-00-3136 MOTOR VEHICLE USE TAX	20,726.14	11,030.69	4,805.87	11,568.05	40,000	28.9
TOTAL TAXES	297,219.92	302,408.85	74,697.52	292,303.91	1,073,000	27.2
<u>MISCELLANEOUS</u>						
21-00-3601 INTEREST EARNED	643.44	18,019.52	1,308.40	7,212.40	50,000	14.4
21-00-3604 DONATIONS	.00	.00	.00	.00	525,000	.0
TOTAL MISCELLANEOUS	643.44	18,019.52	1,308.40	7,212.40	575,000	1.3
<u>SOURCE 37</u>						
21-00-3750 STATE GRANTS—COLO HISTORY	.00	.00	.00	.00	13,496	.0
21-00-3760 FOUNDATION GRANTS	.00	.00	125,000.00	125,000.00	0	.0
21-00-3771 GOCO GRANT	.00	.00	.00	.00	250,000	.0
21-00-3772 DOLA GRANT—EIAF 9387—FED'L	.00	.00	.00	188,383.49	600,000	31.4
21-00-3773 DOLA GRANT—EIAF 9457—STATE	.00	.00	.00	37,285.00	0	.0
TOTAL SOURCE 37	.00	.00	125,000.00	350,668.49	863,496	40.6
<u>INTERFUND TRANSFERS</u>						
21-00-3922 TRANSFER FROM CTF	.00	.00	.00	.00	90,000	.0
TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	90,000	.0
TOTAL FUND REVENUE	297,863.36	320,428.37	201,005.92	650,184.80	2,601,496	25.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

IMPROVEMENT FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-5103 ENGINEERING--AFFORDABLE HSG	.00	17,565.65	14,309.60	36,641.10	40,000	91.6
21-00-6012 POLICE VEHICLE PURCHASE	52,617.00	2,722.00	.00	.00	0	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	.00	.00	.00	.00	10,000	.0
21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	.00	50,000	.0
21-00-6017 OTHER STREET PROJECTS	.00	.00	.00	.00	50,000	.0
21-00-6024 PARK IMPROVEMENTS	224,940.39	54,936.22	11,018.58	175,168.42	912,500	19.2
21-00-6025 PW VEHICLE PURCHASE	.00	50,870.00	.00	.00	55,000	.0
21-00-6026 PD EQUIPMENT	16,921.61	12,774.78	.00	.00	12,000	.0
21-00-6027 IT EQUIPMENT	7,138.00	.00	.00	.00	0	.0
21-00-6028 STREETSCAPE/MALL IMPROVEMENTS	6,275.00	.00	.00	6,101.00	200,000	3.1
21-00-6031 COMMUNITY PROMOTION	.00	.00	.00	.00	28,000	.0
21-00-6032 MASTER PLAN--SPORTS COMPLEX	.00	.00	.00	8,617.31	100,000	8.6
21-00-7041 MUSEUM BUILDING IMPROVEMENT	7,800.00	.00	.00	10,000.00	10,000	100.0
21-00-7042 LIBRARY BUILDING IMPROVEMENT	.00	2,121.64	.00	20.77	10,000	.2
21-00-7043 LAND ACQUISITION	110,000.00	.00	.00	.00	750,000	.0
21-00-7044 PW FACILITY PROJECT	2,640.00	242,456.46	189.96	558,188.48	1,700,000	32.8
21-00-7045 POLICE STATION IMPROVEMENTS	10,405.00	.00	.00	126,672.00	400,000	31.7
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	36,962.00	.00	.00	.00	0	.0
21-00-8210 TRANSFER TO GENERAL FUND	.00	6,250.00	.00	3,125.00	12,500	25.0
21-00-8253 TRANSFER TO SWU FUND	6,250.00	.00	.00	3,125.00	12,500	25.0
TOTAL IMPROVEMENT FUND EXPENDITURE	481,949.00	389,696.75	25,518.14	927,659.08	4,352,500	21.3
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	.00	.00	49,941.30	206,739.00	550,000	37.6
21-61-7042 SITES & FACILITIES IMPROVEMENT	.00	12,112.50	2,570.29	5,960.29	150,000	4.0
TOTAL HSF PROJECTS	.00	12,112.50	52,511.59	212,699.29	700,000	30.4
TOTAL FUND EXPENDITURES	481,949.00	401,809.25	78,029.73	1,140,358.37	5,052,500	22.6
NET REVENUE OVER EXPENDITURES	184,085.64-	81,380.88-	122,976.19	(490,173.57)	2,451,004-	(20.0)

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	113,227.09	
	TOTAL ASSETS		113,227.09

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE	108,849.87	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	4,377.22	
	BALANCE - CURRENT DATE	4,377.22	
	TOTAL FUND EQUITY		113,227.09
	TOTAL LIABILITIES AND EQUITY		113,227.09

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	3,133.79	3,682.84	.00	3,059.71	12,000	25.5
	TOTAL INTERGOVERNMENTAL	3,133.79	3,682.84	.00	3,059.71	12,000	25.5
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	24.26	666.88	361.57	1,317.51	1,000	131.8
	TOTAL MISCELLANEOUS	24.26	666.88	361.57	1,317.51	1,000	131.8
	TOTAL FUND REVENUE	3,158.05	4,349.72	361.57	4,377.22	13,000	33.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

CONSERVATION TRUST FD LOTTERY

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>CONSERVATION FUND EXPENDITURES</u>						
22-00-8240	PROJECTS	.00	.00	.00	.00	90,000	.0
	TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	90,000	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	90,000	.0
	NET REVENUE OVER EXPENDITURES	3,158.05	4,349.72	361.57	4,377.22	77,000-	5.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

1% STREET SALES TAX

<u>ASSETS</u>			
23-00-1000	CASH - COMBINED FUND	1,569,928.14	
23-00-1165	OTHER RECEIVABLES	136,129.34	
	TOTAL ASSETS		1,706,057.48
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
23-00-2020	ACCOUNTS PAYABLE	138,384.75	
	TOTAL LIABILITIES		138,384.75
<u>FUND EQUITY</u>			
23-00-2600	FUND BALANCE	1,492,186.92	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	75,485.81	
	BALANCE - CURRENT DATE	75,485.81	
	TOTAL FUND EQUITY		1,567,672.73
	TOTAL LIABILITIES AND EQUITY		1,706,057.48

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

1% STREET SALES TAX

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>SOURCE 31</u>							
23-00-3133	SALES TAX (1/4) STREETS CIP	269,945.11	289,609.21	69,790.75	279,087.27	1,025,000	27.2
23-00-3136	INTEREST	228.06	.00	.00	.00	0	.0
	TOTAL SOURCE 31	270,173.17	289,609.21	69,790.75	279,087.27	1,025,000	27.2
<u>SOURCE 36</u>							
23-00-3601	INTEREST EARNED	526.43	15,158.96	5,013.31	18,005.09	40,000	45.0
	TOTAL SOURCE 36	526.43	15,158.96	5,013.31	18,005.09	40,000	45.0
	TOTAL FUND REVENUE	270,699.60	304,768.17	74,804.06	297,092.36	1,065,000	27.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

1% STREET SALES TAX

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5103 ENGINEERING	.00	106,668.35	121,149.00	221,606.55	200,000	110.8
23-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	1,500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	240,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	.00	.00	.00	.00	403,513	.0
TOTAL DEPARTMENT 00	.00	106,668.35	121,149.00	221,606.55	2,343,763	9.5
TOTAL FUND EXPENDITURES	.00	106,668.35	121,149.00	221,606.55	2,343,763	9.5
NET REVENUE OVER EXPENDITURES	270,699.60	198,099.82	(46,344.94)	75,485.81	1,278,763-	5.9

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	2,351,013.96	
51-00-1150	A/R-BILLED ACCOUNTS	31,616.50	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	348,546.30	
51-00-1165	OTHER RECEIVABLES	68,064.67	
51-00-1190	PREPAID EXPENSES	8,595.56	
51-00-1300	LEASE ASSET - SCADA	141,778.30	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(52,182.77)	
51-00-1350	CONSTRUCTION IN PROGRESS	250,905.28	
51-00-1610	LAND	13,231.00	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	13,555,821.11	
51-00-1631	ACCUMULATED DEPRECIATION	(9,519,423.45)	
51-00-1640	MACHINERY & EQUIPMENT	447,062.36	
51-00-1641	ACCUMULATED DEPRECIATION	(19,287.00)	
	TOTAL ASSETS		7,636,181.82

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	19,818.34	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,202.04	
51-00-2020	ACCOUNTS PAYABLE	19,463.65	
51-00-2143	LEASE LIABILITY	98,344.70	
51-00-2251	2004 CWCB NOTE PAYABLE--LT	484,890.77	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	20,247.87	
51-00-2255	2004 CWCB NOTE PAYABLE--CURR	49,576.09	
	TOTAL LIABILITIES		694,543.46

FUND EQUITY

51-00-2600	FUND BALANCE	4,477,836.02	
51-00-2611	CONTRIBUTED CAPITAL	150,585.00	
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00	
	UNAPPROPRIATED FUND BALANCE:		
51-00-2800	RETAINED EARNINGS	1,692,302.74	
	REVENUE OVER EXPENDITURES - YTD	37,828.60	
	BALANCE - CURRENT DATE	1,730,131.34	
	TOTAL FUND EQUITY		6,941,638.36
	TOTAL LIABILITIES AND EQUITY		7,636,181.82

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>							
51-00-3130	SALES TAX	.00	130,521.25	34,895.37	139,543.62	511,875	27.3
	TOTAL CARRY OVER	.00	130,521.25	34,895.37	139,543.62	511,875	27.3
<u>CHARGES FOR SERVICES</u>							
51-00-3411	USAGE FEES	361,874.96	446,381.80	211,733.91	415,105.69	1,350,122	30.8
51-00-3415	LATE CHARGES	4,362.96	8,356.31	2,872.06	2,719.91	10,000	27.2
51-00-3421	SERVICE CHARGE	.00	.00	.00	.00	200	.0
51-00-3422	TAP FEES	.00	.00	.00	.00	100,000	.0
	TOTAL CHARGES FOR SERVICES	366,237.92	454,738.11	214,605.97	417,825.60	1,460,322	28.6
<u>FINES/LEASES</u>							
51-00-3500	WATER LEASE	458.33	22,164.80	26,505.02	26,505.02	65,000	40.8
	TOTAL FINES/LEASES	458.33	22,164.80	26,505.02	26,505.02	65,000	40.8
<u>MISCELLANEOUS</u>							
51-00-3601	INTEREST EARNED	362.92	12,624.86	7,507.52	28,742.42	40,000	71.9
51-00-3606	HAULED	9,303.11	12,781.88	5,443.34	15,823.79	70,000	22.6
51-00-3699	OTHER INCOME	300.00	100.00	.00	100.00	1,000	10.0
	TOTAL MISCELLANEOUS	9,966.03	25,506.74	12,950.86	44,666.21	111,000	40.2
<u>SOURCE 38</u>							
51-00-3890	DOLA GRANT	.00	.00	.00	.00	2,075,000	.0
51-00-3891	CWCB GRANT	.00	.00	.00	.00	440,000	.0
	TOTAL SOURCE 38	.00	.00	.00	.00	2,515,000	.0
	TOTAL FUND REVENUE	376,662.28	632,930.90	288,957.22	628,540.45	4,663,197	13.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	.00	.00	3,964.00	15,856.00	84,703	18.7
51-00-4103 HOURLY	35,173.53	38,666.15	6,909.04	29,088.95	103,464	28.1
51-00-4104 OVERTIME	.00	2,135.25	160.38	1,313.77	8,000	16.4
51-00-4105 HOLIDAY	.00	80.00	.00	274.80	1,000	27.5
51-00-4201 FICA	2,037.35	2,360.87	638.70	2,695.40	8,065	33.3
51-00-4202 MEDICARE	476.51	552.14	149.38	630.45	2,086	30.2
51-00-4203 HEALTH INS.	8,221.50	10,457.23	2,782.80	11,623.81	33,377	34.8
51-00-4204 LIFE INS.	47.73	56.01	14.00	58.64	202	29.0
51-00-4205 DEFERRED COMP	1,181.74	1,362.89	959.07	3,914.36	8,000	48.9
51-00-4206 UNEMPLOYMENT	70.42	81.80	22.09	93.15	309	30.2
51-00-4207 DISABILITY INSURANCE	.00	392.52	108.47	480.90	1,276	37.7
51-00-4209 DENTAL INSURANCE	479.07	548.00	95.20	400.00	1,988	20.1
51-00-5000 PLANT OPERATIONS CONTRACTUAL	14,694.84	.00	.00	.00	15,000	.0
51-00-5101 LEGAL	2,036.66	1,671.19	224.03	719.73	5,000	14.4
51-00-5102 AUDIT	1,950.00	2,125.00	.00	2,125.00	5,000	42.5
51-00-5103 DESIGN/ENGINEERING	772.00	1,443.00	.00	456.00	20,000	2.3
51-00-5104 FINANCIAL SERVICES	.00	2,088.13	.00	6,427.06	14,000	45.9
51-00-5108 OTHER PROFESSIONAL FEES	7,581.03	14,858.51	887.03	11,051.75	40,000	27.6
51-00-5109 PROCESS CONTROL EQUIPMENT	.00	989.35	.00	.00	3,500	.0
51-00-5201 LAB TESTS	1,564.10	2,578.10	221.40	1,510.20	6,000	25.2
51-00-5202 TRASH DISPOSAL	404.06	603.07	.00	892.19	1,000	89.2
51-00-5204 REPAIR/MAINT-PLANT	2,563.46	59.00	.00	509.50	5,400	9.4
51-00-5207 REPAIR/MAINT-SERVICES	.00	3,655.48	.00	2,931.64	6,000	48.9
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	255.00	400.99	26.95	715.83	2,000	35.8
51-00-5209 INSTRUMENT CALIBRATION	.00	16,380.80	.00	16,830.00	18,000	93.5
51-00-5212 TRAINING	.00	224.99	.00	2,874.98	2,000	143.8
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	.00	570.00	.00	35.00	700	5.0
51-00-5300 CIRSA W/C INSURANCE	1,454.96	1,735.68	.00	1,895.40	4,000	47.4
51-00-5301 CIRSA P/C INSURANCE	4,822.60	7,826.65	5,186.76	11,397.67	18,000	63.3
51-00-5302 DISCHARGE PERMITS/LICENSES	.00	.00	.00	175.18	2,000	8.8
51-00-5303 TELEPHONE	285.30	287.27	72.09	491.46	1,000	49.2
51-00-5304 DUES & PUBLICATIONS	450.00	450.00	.00	412.00	1,000	41.2
51-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	6,480.00	8,238.00	32,952.00	99,000	33.3
51-00-5310 POSTAGE	317.95	568.80	.00	825.64	1,500	55.0
51-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	1,000	.0
51-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	200	.0
51-00-5325 PRINTING	7.00	.00	785.68	785.68	250	314.3
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	2,599.32	2,784.71	1,078.71	2,726.82	8,000	34.1
51-00-6001 ELECTRICITY & GAS	28,323.35	36,022.51	8,607.19	35,437.98	92,000	38.5
51-00-6004 MATERIALS/SUPPLIES/PLANT	1,129.95	119.38	362.00	446.62	2,000	22.3
51-00-6007 MATERIALS/SUPPLIES/EQUIP	26.15	.00	.00	16.00	2,500	.6
51-00-6010 MATERIALS/SUPPLIES/OFFICE	290.53	.00	.00	.00	700	.0
51-00-6012 GAS/OIL-EQUIPMENT	.00	.00	.00	710.74	600	118.5
51-00-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
51-00-6025 TOOLS	.00	.00	.00	.00	500	.0
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	130.05	.00	.00	500	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	13.99	744.04	14.98	60.79	4,000	1.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6191 FLEET FUEL	1,087.02	1,348.25	.00	554.91	4,000	13.9
51-00-6192 FLEET TIRES	.00	1,999.00	.00	.00	1,500	.0
51-00-6201 CHEMICALS-CHLORINE	3,210.23	3,645.65	.00	4,034.44	17,000	23.7
51-00-6207 CHEMICALS/LAB	509.86	666.80	.00	307.72	2,000	15.4
51-00-6210 CHEMICALS-MISC.	5,100.36	3,997.83	2,790.72	2,790.72	0	.0
51-00-6215 CHEMICALS - CITRIC ACID	1,511.75	.00	.00	.00	2,500	.0
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	.00	.00	.00	.00	4,500	.0
51-00-6500 MISCELLANEOUS EXPENSES	.00	79.38	.00	.00	0	.0
51-00-7010 OFFICE EQUIP/COMPUTERS	.00	.00	.00	2,475.00	1,000	247.5
51-00-7011 COMPUTER SOFTWARE	46.88	.00	.00	54.03	0	.0
TOTAL OPERATIONAL EXPENDITURES	133,936.20	173,226.47	44,298.67	212,059.91	670,240	31.6

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	8,880.80	7,760.04	3,016.80	12,067.20	26,148	46.2
51-15-4103 HOURLY	18,636.88	23,372.77	2,987.62	12,142.25	79,688	15.2
51-15-4104 OVERTIME	.00	2,024.84	172.08	1,560.38	4,500	34.7
51-15-4201 FICA	1,657.05	2,008.36	370.63	1,548.45	5,607	27.6
51-15-4202 MEDICARE	387.63	469.75	86.68	362.17	1,513	23.9
51-15-4203 HEALTH INS.	2,919.98	2,854.03	749.30	2,997.21	8,963	33.4
51-15-4204 LIFE INS.	37.54	27.68	8.42	33.67	102	33.0
51-15-4205 DEFERRED COMP	575.80	231.12	503.60	2,014.17	4,000	50.4
51-15-4206 UNEMPLOYMENT	55.11	58.72	12.29	50.85	197	25.8
51-15-4207 DISABILITY INSURANCE	.00	207.91	63.35	271.55	642	42.3
51-15-4209 DENTAL INSURANCE	135.90	112.40	28.10	112.40	392	28.7
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	74.50	24.37	.00	75.64	5,000	1.5
51-15-5206 REPAIR/MAINT HYDRANTS	.00	.00	.00	.00	3,000	.0
51-15-5212 TRAINING	.00	.00	.00	.00	350	.0
51-15-5309 CONTRACT EQUIPMENT	.00	8,391.95	.00	.00	0	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	108.00	420.00	420.00	1,379.22	1,000	137.9
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	24.99	1,737.28	1,007.92	1,027.58	6,000	17.1
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	5,000	.0
51-15-6022 SAFETY ITEMS	36.97	120.00	64.99	64.99	1,000	6.5
51-15-6025 TOOLS	.00	.00	.00	.00	1,000	.0
51-15-7006 METERS/ANTENNA READ BOX	4,800.74	6,128.06	.00	27,538.80	0	.0
TOTAL DISTRIBUTION EXPENDITURES	38,331.89	55,949.28	9,491.78	63,246.53	155,602	40.7

DEPARTMENT 72

51-72-7310 WTP UPGRADES	.00	6,108.96	22,200.00	119,357.48	890,000	13.4
51-72-7320 WATER DISTRIBUTION PROJECTS	140.00	11,363.11	30,757.13	119,474.68	3,950,000	3.0
TOTAL DEPARTMENT 72	140.00	17,472.07	52,957.13	238,832.16	4,840,000	4.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
51-79-8140	2004 CWCB NOTE--PRINCIPAL	44,868.87	47,164.00	.00	49,576.00	47,164	105.1
51-79-8141	2004 CWCB NOTE--INTEREST	31,704.38	29,409.25	.00	26,997.25	29,409	91.8
51-79-8144	2002 CWRPDA LOAN--PRINCIPAL	73,163.16	.00	.00	.00	0	.0
51-79-8145	2002 CWRPDA LOAN--INTEREST	2,073.67	.00	.00	.00	0	.0
TOTAL DEBT SERVICE		151,810.08	76,573.25	.00	76,573.25	76,573	100.0
TOTAL FUND EXPENDITURES		324,218.17	323,221.07	106,747.58	590,711.85	5,742,415	10.3
NET REVENUE OVER EXPENDITURES		52,444.11	309,709.83	182,209.64	37,828.60	1,079,218-	3.5

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	1,620,152.62	
52-00-1125	CASH W/ FISCAL AGT-CWRPDA '19	10,000.00	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	301,312.26	
52-00-1165	OTHER RECEIVABLES	68,064.67	
52-00-1190	PREPAID EXPENSES	1,802.37	
52-00-1300	LEASE ASSET - SCADA	29,689.79	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE	(13,195.46)	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION	(7,586,424.66)	
52-00-1640	MACHINERY & EQUIPMENT	368,884.00	
	TOTAL ASSETS		15,460,682.41

LIABILITIES AND EQUITY

LIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	20,069.30	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,229.92	
52-00-2020	ACCOUNTS PAYABLE	115,468.36	
52-00-2143	LEASE LIABILITY	19,339.45	
52-00-2276	2019 STX IMPVT ADV-LT PORTION	1,793,390.40	
52-00-2530	2019 CWRPDA LOAN	2,563,818.15	
52-00-2531	2019 CWRPDA LOAN-CURR PORTION	96,044.33	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,216.55	
52-00-2550	2020 CWRPDA LOAN-LT	2,707,705.09	
52-00-2551	2020 CWRPDA LOAN-CURR PORTION	95,327.59	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,335.86	
	TOTAL LIABILITIES		7,417,945.00

FUND EQUITY

52-00-2600	FUND BALANCE	6,474,618.68	
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	167,939.43	
	BALANCE - CURRENT DATE		978,197.73
	TOTAL FUND EQUITY		8,042,737.41
	TOTAL LIABILITIES AND EQUITY		15,460,682.41

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>CARRY OVER</u>						
52-00-3130	SALES TAXES	.00	130,521.25	34,895.37	139,543.61	511,875	27.3
	TOTAL CARRY OVER	.00	130,521.25	34,895.37	139,543.61	511,875	27.3
	<u>CHARGES FOR SERVICES</u>						
52-00-3411	USER FEES	318,378.57	476,936.85	213,303.65	382,370.37	1,328,450	28.8
52-00-3415	LATE CHARGES	3,316.92	8,967.59	2,277.32	2,166.49	11,000	19.7
52-00-3421	SERVICE	2,905.73-	.00	.00	.00	0	.0
52-00-3422	TAP FEES	.00	.00	.00	.00	20,000	.0
	TOTAL CHARGES FOR SERVICES	318,789.76	485,904.44	215,580.97	384,536.86	1,359,450	28.3
	<u>MISCELLANEOUS</u>						
52-00-3601	INTEREST EARNED	340.00	9,900.71	5,173.70	19,984.27	30,000	66.6
52-00-3699	OTHER INCOME	5,429.45	400.00	500.00	1,300.00	5,000	26.0
	TOTAL MISCELLANEOUS	5,769.45	10,300.71	5,673.70	21,284.27	35,000	60.8
	<u>SOURCE 38</u>						
52-00-3890	DOLA GRANT	34,568.08	.00	.00	.00	875,000	.0
	TOTAL SOURCE 38	34,568.08	.00	.00	.00	875,000	.0
	TOTAL FUND REVENUE	359,127.29	626,726.40	256,150.04	545,364.74	2,781,325	19.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WASTEWATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	.00	.00	3,964.00	15,856.00	84,703	18.7
52-00-4103 HOURLY	35,173.29	38,666.00	6,909.04	29,088.85	103,464	28.1
52-00-4104 OVERTIME	.00	2,135.23	160.37	1,313.71	6,500	20.2
52-00-4105 HOLIDAY	.00	80.00	.00	274.80	700	39.3
52-00-4201 FICA	2,037.13	2,360.76	638.67	2,695.22	8,916	30.2
52-00-4202 MEDICARE	476.40	552.04	149.34	630.20	2,083	30.3
52-00-4203 HEALTH INSURANCE	8,221.46	10,457.17	2,782.80	11,623.80	33,377	34.8
52-00-4204 LIFE INS.	47.71	55.99	14.00	58.61	202	29.0
52-00-4205 DEFERRED COMP	1,181.68	1,362.83	959.06	3,914.31	6,000	65.2
52-00-4206 UNEMPLOYMENT	70.18	81.73	22.04	92.92	309	30.1
52-00-4207 DISABILITY INSURANCE	.00	392.46	108.45	480.80	1,276	37.7
52-00-4209 DENTAL INSURANCE	479.08	548.00	95.20	400.00	1,988	20.1
52-00-5000 PLANT OPERATIONS CONTRACTUAL	16,235.05	1,272.00	1,241.00	2,730.62	40,000	6.8
52-00-5101 LEGAL	.00	.00	.00	.00	2,500	.0
52-00-5102 AUDIT	1,950.00	2,125.00	.00	2,125.00	5,000	42.5
52-00-5103 DESIGN/ENGINEERING	3,282.00	.00	.00	.00	5,000	.0
52-00-5104 FINANCIAL SERVICES	.00	13,318.73	.00	5,344.05	20,000	26.7
52-00-5108 OTHER PROFESSIONAL FEES	4,952.46	6,843.27	887.02	11,051.76	25,000	44.2
52-00-5109 PROCESS CONTROL EQUIPMENT	.00	3,287.82	.00	.00	5,000	.0
52-00-5201 LAB TESTS	3,007.80	7,793.70	669.60	2,643.31	13,000	20.3
52-00-5202 DISPOSAL-TRASH	1,830.75	2,265.00	453.00	1,812.00	5,800	31.2
52-00-5204 REPAIR/MAINT.-PLANT	1,647.39	5,442.13	31.36	252.22	40,000	.6
52-00-5206 CH. CREEK SAN DIST MAINT FEE	604.00	666.00	500.00	1,671.00	2,000	83.6
52-00-5207 REPAIR/MAINT-SERVICES	.00	7,692.36	.00	3,340.22	8,000	41.8
52-00-5208 REPAIR MAINT - INSTRUMENTS	48.30	98.68	.00	3,502.18	1,500	233.5
52-00-5209 INSTRUMENT CALIBRATION	.00	22,554.80	.00	21,849.25	25,000	87.4
52-00-5212 TRAINING	480.00	1,144.48	.00	2,345.00	2,000	117.3
52-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215 EMPLOYEE INCENTIVE	.00	570.00	.00	35.00	0	.0
52-00-5250 SLUDGE REMOVAL	6,857.87	9,640.42	4,084.50	12,253.50	33,000	37.1
52-00-5300 CIRSA W/C INSURANCE	1,454.96	1,735.68	.00	1,895.39	4,000	47.4
52-00-5301 CIRSA P/C INSURANCE	4,822.61	7,826.65	5,186.75	11,397.66	16,000	71.2
52-00-5302 DISCHARGE PERMITS/LICENSES	.00	50.00	.00	.00	2,500	.0
52-00-5303 TELEPHONE	285.30	287.27	72.10	504.26	1,000	50.4
52-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	4,860.00	6,480.00	1,620.00	6,480.00	20,000	32.4
52-00-5310 POSTAGE & SHIPPING	636.62	199.08	.00	825.63	1,000	82.6
52-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	300	.0
52-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
52-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,500	.0
52-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	300	.0
52-00-5325 PRINTING	7.00	.00	785.68	785.68	500	157.1
52-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335 CELL/INTERNET SERVICE	10,969.35	11,146.99	327.63	10,522.93	34,000	31.0
52-00-5390 UCCWA	1,313.09	2,062.00	.00	.00	2,062	.0
52-00-6001 UTILITIES	31,293.26	77,814.57	.00	51,784.14	200,000	25.9
52-00-6004 MATERIALS/SUPPLIES/PLANT	269.75	1,212.88	508.42	2,342.12	4,200	55.8
52-00-6007 MATERIALS/SUPPLIES/EQUIP	558.22	213.32	.00	.00	3,000	.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	634.26	733.23	.00	156.19	2,000	7.8
52-00-6012 GAS/OIL-EQUIPMENT	.00	130.56	.00	1,595.40	3,000	53.2
52-00-6022 SAFETY ITEMS	.00	.00	.00	.00	800	.0
52-00-6025 TOOLS	135.24	.00	21.98	21.98	800	2.8

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WASTEWATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	10.99	217.16	.00	.00	500	.0
52-00-6150 FLEET MAINT	.00	700.57	14.98	128.50	2,000	6.4
52-00-6191 FLEET FUEL	1,338.52	1,348.25	.00	554.92	4,000	13.9
52-00-6192 FLEET TIRES	.00	645.43	.00	.00	1,500	.0
52-00-6193 FLEET SUPPLIES	26.04	47.35	.00	5.99	250	2.4
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	300	.0
52-00-6207 CHEMICALS/LAB	8,449.65	7,820.62	.00	1,333.51	19,000	7.0
52-00-6210 CHEMICALS-MISC.	8,068.05	4,414.62	.00	4,342.61	20,000	21.7
52-00-7010 OFFICE EQUIP/COMPUTER	.00	.00	.00	2,475.00	1,000	247.5
52-00-7011 COMPUTER SOFTWARE	46.87	.00	.00	47.98	0	.0
TOTAL OPERATIONAL EXPENDITURES	163,762.33	266,492.83	32,206.99	234,584.22	829,630	28.3

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	8,880.80	7,760.04	3,016.80	12,067.20	26,148	46.2
52-16-4103 HOURLY	18,636.82	23,372.74	2,987.62	12,142.21	79,688	15.2
52-16-4104 OVERTIME	.00	2,024.78	172.09	1,560.36	5,000	31.2
52-16-4201 FICA	1,656.91	2,008.20	370.58	1,548.31	5,606	27.6
52-16-4202 MEDICARE	387.45	469.63	86.69	362.16	1,513	23.9
52-16-4203 HEALTH INSURANCE	2,919.98	2,853.98	749.30	2,997.19	8,963	33.4
52-16-4204 LIFE INS.	37.37	27.62	8.38	33.53	102	32.9
52-16-4205 DEFERRED COMP	575.72	231.12	503.57	2,014.10	3,175	63.4
52-16-4206 UNEMPLOYMENT	54.95	58.50	12.25	50.71	197	25.7
52-16-4207 DISABILITY INSURANCE	.00	207.90	63.33	271.46	642	42.3
52-16-4209 DENTAL INSURANCE	135.91	112.40	28.10	112.40	392	28.7
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	500	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	1,457.94	469.78	457.72	457.72	5,000	9.2
52-16-6022 SAFETY ITEMS	.00	119.99	.00	.00	750	.0
52-16-6025 TOOLS	20.26	.00	.00	.00	1,500	.0
52-16-6191 FLEET FUEL	.00	50.98	.00	.00	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	34,764.11	39,767.66	8,456.43	33,617.35	142,676	23.6

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	661.95	1,443.44	.00	.00	200,000	.0
52-72-7320 WW COLLECTION PROJECTS	.00	4,345.52	.00	.00	3,000,000	.0
TOTAL DEPARTMENT 72	661.95	5,788.96	.00	.00	3,200,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
52-79-8101	2020 CWRPDA—PRINCIPAL	47,131.21	47,367.16	47,604.29	47,604.29	94,734	50.3
52-79-8102	2020 CWRPDA—INTEREST	7,480.66	7,244.71	7,007.58	7,007.58	14,490	48.4
52-79-8109	2019 CWRPDA—PRINCIPAL	47,485.57	47,723.30	47,962.21	47,962.21	95,446	50.3
52-79-8110	2019 CWRPDA—INTEREST	7,126.30	6,888.57	6,649.66	6,649.66	13,778	48.3
	TOTAL DEBT SERVICE	109,223.74	109,223.74	109,223.74	109,223.74	218,448	50.0
	TOTAL FUND EXPENDITURES	308,412.13	421,273.19	149,887.16	377,425.31	4,390,754	8.6
	NET REVENUE OVER EXPENDITURES	50,715.16	205,453.21	106,262.88	167,939.43	1,609,429-	10.4

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2024

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	548,082.03	
59-00-1165	OTHER RECEIVABLES	39,961.63	
59-00-1178	CASH CLEARING - ACCTS REC.	333.34	
59-00-1350	CONSTRUCTION IN PROGRESS	296,723.17	
	TOTAL ASSETS		885,100.17

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
59-00-2900	RETAINED EARNINGS	956,819.57	
	REVENUE OVER EXPENDITURES - YTD	(71,719.40)	
	BALANCE - CURRENT DATE	885,100.17	
	TOTAL FUND EQUITY		885,100.17
	TOTAL LIABILITIES AND EQUITY		885,100.17

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

PARKING ENTERPRISE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>CHARGES FOR SERVICES</u>						
59-00-3491	PARKING FEES	61,752.02	107,155.21	48,651.13	158,210.46	550,000	28.8
	TOTAL CHARGES FOR SERVICES	61,752.02	107,155.21	48,651.13	158,210.46	550,000	28.8
	<u>MISCELLANEOUS</u>						
59-00-3601	INTEREST EARNED	6.82	2,640.83	1,750.21	7,770.13	7,000	111.0
	TOTAL MISCELLANEOUS	6.82	2,640.83	1,750.21	7,770.13	7,000	111.0
	<u>SOURCE 37</u>						
59-00-3790	CDOT CONTRIBUTION	.00	.00	.00	.00	2,650,000	.0
	TOTAL SOURCE 37	.00	.00	.00	.00	2,650,000	.0
	<u>SOURCE 38</u>						
59-00-3891	P.I.L.O. CONSTRUCTION	.00	.00	166.67	500.01	0	.0
	TOTAL SOURCE 38	.00	.00	166.67	500.01	0	.0
	TOTAL FUND REVENUE	61,758.84	109,796.04	50,568.01	166,480.60	3,207,000	5.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

PARKING ENTERPRISE FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	.00	.00	.00	29,244	.0
59-70-5108 DESIGN/ENGINEERING	.00	82,280.02	.00	9,700.00	2,800,000	.4
59-70-7901 CAPITAL PROJECTS	.00	.00	228,500.00	228,500.00	200,000	114.3
TOTAL CAPITAL EXPENSES	.00	82,280.02	228,500.00	238,200.00	3,029,244	7.9
TOTAL FUND EXPENDITURES	.00	82,280.02	228,500.00	238,200.00	3,029,244	7.9
NET REVENUE OVER EXPENDITURES	61,758.84	27,516.02	(177,931.99)	(71,719.40)	177,756	(40.4)

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

Resolution No.8, Series 2024

A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE FOR CERTAIN PROPERTY WITHIN CLEAR CREEK COUNTY, COLORADO, KNOWN AS 839 COLORADO HIGHWAY 103

WHEREAS, the City of Idaho Springs (“City”) is a Colorado statutory city, duly organized and existing under the laws of the State of Colorado and authorized by C.R.S. § 31-15-101(1)(d) to purchase real property; and

WHEREAS, the Idaho Springs City Council (“Council”) wishes to authorize the purchase of certain real property located within unincorporated Clear Creek County, Colorado, described as “A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian,” also known as 839 Colorado Highway 103, Idaho Springs, Colorado 80452, and legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Council finds that the Property could prove to be useful in the future to meet the City’s affordable housing goals, specifically senior affordable housing, and wishes to purchase the Property in furtherance of the goal of providing more affordable housing options in the City and in the region; and

WHEREAS, the Council further finds that the proposed Contract terms are reasonable and fair under the current real estate market conditions in the area; and

WHEREAS, the Council therefore desires to approve the Contract and the purchase of the Property, under the terms and conditions set forth therein.

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

The Council hereby approves the purchase of the Property under the terms and conditions set forth in the Contract to Buy and Sell Real Estate concerning the same; further approves said Contract; and authorizes the Mayor, Clerk and City staff to perform any acts necessary to close on the Property, including but not limited to the payment of any transactional costs and fees and the execution of all required documents.

PASSED, ADOPTED AND APPROVED at a Special Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 28th day of May, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT

A PART OF THE J.J. ELLIOT PLACER, M.S. NO. 2331
LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 73 WEST OF THE 6TH
PRINCIPAL MERIDIAN CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE
OF COLORADO

DESCRIPTION:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows;

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S51°31'27"W, a distance of 292.74 feet; thence S87°36'20"W, a distance of 118.66 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
2. N57°56'00"E, a distance of 56.31 feet to a non-tangent curve;
3. along said curve to the right a distance of 179.39 feet, having a radius of 676.20 feet and a central angle of 15°11'59", and a chord which bears N67°28'00"E;
4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
6. N80°42'00"E, a distance of 219.47 feet;

thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,867 square feet or 1.99 acres.

Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: May 28, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. The City of Idaho Springs, Colorado (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other sole owner.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Alfred E. Brown (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Clear Creek, Colorado (insert legal description):

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Princ

known as: 839 Colorado Highway 103 Idaho Springs Colorado 80452,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

53 2.5.4. **Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
55 encumbrances, except:
56
57
58

59 2.5.5. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
60 applicable legal instrument.

61 2.5.6. **Parking and Storage Facilities.** The use or ownership of the following parking facilities:
62 _____; and the use or ownership of the following storage facilities: _____.
63 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

64 2.5.7. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
65 at Closing (Leased Items):
66
67
68
69

70 2.6. **Exclusions.** The following items are excluded (Exclusions):
71
72
73

74 2.7. **Water Rights/Well Rights.**

75 ☐ 2.7.1. **Deeded Water Rights.** The following legally described water rights: *N/A*
76
77

78 Any deeded water rights will be conveyed by a good and sufficient *N/A* deed at Closing.

80 ☐ 2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
81 2.7.4., will be transferred to Buyer at Closing:
82
83
84
85

86 ☐ 2.7.3. **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
87 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
88 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
89 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
90 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
91 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
92 _____.

93 ☐ 2.7.4. **Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
94
95
96

97 2.7.5. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
98 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
99 legal instrument at Closing.

100 2.7.6. **Water Rights Review.** Buyer ☐ Does ☐ Does Not have a Right to Terminate if examination of the Water
101 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

102 3. **DATES, DEADLINES AND APPLICABILITY.**

103 3.1. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:30 P.M. MST
2	§ 4	Alternative Earnest Money Deadline	June 17, 2024
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>1/6/25</i>
4	§ 8	Record Title Objection Deadline	<i>1/7/25</i>

5	§ 8	Off-Record Title Deadline	1/6/25
6	§ 8	Off-Record Title Objection Deadline	1/7/25
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
Owners' Association			
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
Seller's Disclosures			
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline	N/A
Loan and Credit			
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	1/6/25
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
Appraisal			
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	
Survey			
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
Inspection and Due Diligence			
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	N/A
31	§ 10	Inspection Objection Deadline	N/A
32	§ 10	Inspection Resolution Deadline	N/A
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Conditional Sale Deadline	
38	§ 10	Lead-Based Paint Termination Deadline	
Closing and Possession			
39	§ 12	Closing Date	January 6, 2025 or 1/20/2025
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 27	Acceptance Deadline Date	
43	§ 27	Acceptance Deadline Time	

Note: If FHA or VA loan boxes are checked in § 4.5.3. (Loan Limitations), the Appraisal deadlines DO NOT apply to FHA insured or VA guaranteed loans.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

110 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
111 abbreviation "N/A" as used in this Contract means not applicable.

112 **3.3. Day; Computation of Period of Days; Deadlines.**

113 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
114 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
115 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
116 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
117 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

118 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
119 ending date is not specified, the first day is excluded and the last day is included.

120 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
121 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
122 the deadline will not be extended.

123 **4. PURCHASE PRICE AND TERMS.**

124 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$761,000.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7		<i>First Payment</i>		<i>\$ 375,000</i>
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$761,000.00	\$386,000

125 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
126 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
127 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
128 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
129 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
130 elsewhere in this Contract.

131 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check, will be
132 payable to and held by Al Brown (Earnest Money Holder), in its trust account, on behalf of
133 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
134 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
135 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
136 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
137 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
138 Money Holder in this transaction will be transferred to such fund.

139 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
140 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

141 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
142 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
143 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
144 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
145 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
146 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
147 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
148 Release form), within three days of Buyer's receipt.

149 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
150 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
151 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

152 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
153 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
154 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

155 **4.4. Form of Funds; Time of Payment; Available Funds.**

156 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
157 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
158 check, savings and loan teller's check and cashier's check (Good Funds).

159 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
160 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
161 **NONPAYING PARTY WILL BE IN DEFAULT.**

162 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
163 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

164 **4.5. New Loan.**

165 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
166 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

167 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
168 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
169 Provisions).

170 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
171 ☐ Conventional ☐ FHA ☐ VA ☐ Bond ☐ Other Cash
172 If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees
173 to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$_____.

174 **4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and
175 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a
176 Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of
177 Buyer's monthly mortgage payment.

178 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
179 set forth in § 4.1. (Price and Terms), presently payable at \$1119 per _____ including principal and interest
180 presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐
181 **Property Insurance Premium** ☐ **Mortgage Insurance Premium** and ☐ _____.

182 Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will
183 not exceed _____ % per annum and the new payment will not exceed \$_____ per _____ principal and
184 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
185 causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, or if any other terms or
186 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

187 Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
188 from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate
189 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
190 not to exceed \$_____.

191 **4.7. Seller or Private Financing.**

192 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
193 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
194 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
195 including whether or not a party is exempt from the law.

196 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
197 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
198 **Private Financing Deadline**.

199 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
200 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
201 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
202 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

203 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
204 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
205 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**
206 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

263 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
264 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
265 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a
266 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,
267 setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege
268 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The
269 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will
270 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy
271 himself/herself/themselves that the price and condition of the Property are acceptable.

272 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
273 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
274 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
275 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
276 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

277 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
278 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
279 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
280 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
281 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
282 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

283 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer
284 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
285 agent or all three.

286 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
287 Communities and subject to one or more declarations (Association).

288 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
289 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
290 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
291 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
292 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
293 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
294 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
295 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
296 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
297 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
298 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
299 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
300 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
301 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
302 **ASSOCIATION.**

303 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
304 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
305 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
306 of the Association Documents, regardless of who provides such documents.

307 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

308 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
309 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
310 C.R.S.;

311 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
312 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
313 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
314 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

315 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
316 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
317 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
318 (Association Insurance Documents);

319 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
320 disclosed in the Association's last Annual Disclosure;

321 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget
322 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
323 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
324 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
325 Association's community association manager or Association will charge in connection with the Closing including, but not limited
326 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
327 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
328 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
329 7.3.5., collectively, Financial Documents);

330 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
331 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
332 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
333 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
334 elements or limited common elements of the Association property.

335 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
336 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
337 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
338 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
339 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
340 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
341 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
342 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
343 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

344 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

345 8.1. Evidence of Record Title.

346 ☐ 8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
347 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
348 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
349 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
350 and delivered to Buyer as soon as practicable at or after Closing.

351 ☒ 8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
352 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
353 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
354 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

355 8.1.3. **Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's
356 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
357 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
358 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
359 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
360 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

361 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
362 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
363 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
364 § 8.7. (Right to Object to Title, Resolution).

365 8.1.4. **Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
366 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
367 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
368 Documents).

369 8.1.5. **Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
370 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
371 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
372 party or parties obligated to pay for the owner's title insurance policy.

373 8.1.6. **Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
374 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

375 8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
376 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
377 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
378 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title

Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.**

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives

Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☒ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☒ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

496 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
497 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

498 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
499 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
500 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
501 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
502 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

506 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
507 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
508 to Seller's actual knowledge and current as of the date of this Contract.

509 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
510 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
511 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
512 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
513 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
514 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

515 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
516 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
517 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
518 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
519 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
520 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
521 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
522 sole subjective discretion, Buyer may:

523 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
524 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
525 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
526 pursuant to § 10.3.2.; or

527 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
528 description of any unsatisfactory condition that Buyer requires Seller to correct.

529 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
530 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
531 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
532 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
533 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
534 executing an Earnest Money Release.

535 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
536 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
537 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
538 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
539 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
540 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
541 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
542 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
543 pursuant to an Inspection Resolution.

544 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
545 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
546 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

548 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
549 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
550 **Deadline**:

551 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
552 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
553 are as follows (Leases):

554 No occupancy agreements exist as of the date of this Contract. But see, Sec.10.6.1.4.
555

556 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be
557 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
558 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will Not assume the Seller's obligations
559 under such leases for the Leased Items (§ 2.5.7., Leased Items).
560

561 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
562 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
563 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will
564 Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).
565

566 **10.6.1.4. Other Documents.** Other documents and information:
567 Seller and Buyer agree to enter into an occupancy agreement under which Seller maintains the exclusive right to
568 occupy the Property after Closing.
569

570
571 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
572 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
573 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

574 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
575 or

576 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
577 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

578 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
579 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
580 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
581 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
582 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).
583

584 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
585 owned by Buyer and commonly known as _____. Buyer has
586 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
587 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
588 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
589 provision.

590 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☒ Does Not
591 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
592 the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.
593 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
594 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
595 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

596 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

597 **10.10. Lead-Based Paint.**

598 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings
599 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate
600 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**
601 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely
602 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of
603 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

604 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the
605 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's
606 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may
607 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint
608 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition
of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE).

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Seller.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other _____.

720 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit
721 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
722 writing of such transfer and of the transferee's name and address.

723 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

724 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

725 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
726 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
727 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
728 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
729 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any
730 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
731 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
732 there are no unpaid regular or special assessments against the Property except the current regular assessments and
733 _____ Association Assessments are subject to change as provided in the Governing Documents.

734 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
735 subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

736 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
737 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ N/A per day (or any part of a day
738 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

739 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then
740 Buyer ☒ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

741 ☐ If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

742 GENERAL PROVISIONS

743 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
744 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
745 condition existing as of the date of this Contract, ordinary wear and tear excepted.

746 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
747 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
748 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
749 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
750 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
751 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
752 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
753 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
754 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
755 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
756 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
757 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
758 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

759 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
760 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
761 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
762 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
763 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
764 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
765 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
766 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
767 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
768 Closing.

769 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
770 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
771 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
772 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
773 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
774 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of

the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

Not later than Closing, Buyer shall present to Seller for his approval a proposed form of permanent deed restriction to restrict all future residential uses of the Property (after Seller's occupancy has ceased) to affordable housing, prioritizing senior affordable housing in particular. Buyer shall execute and record such a deed restriction as soon as practical after the Parties agree upon the final form of the same, but in no event later than one (1) year from Closing.

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30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

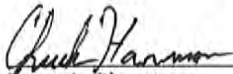
30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.
Attached.

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

SIGNATURES

Buyer's Name: City of Idaho Springs, Colorado

Buyer's Name: _____


Buyer's Signature

5/23/24
Date

Buyer's Signature

Date

Address: 1711 Miner Street
P.O. Box 907, Idaho Springs 80452
Phone No.: 303-567-4421
Fax No.: _____
Email Address: admin@idanospringsco.com

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Alfred E. Brown

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

903

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT is entered into as of the 28th day of May, 2024, by and between the City of Idaho Springs, Colorado, a Colorado municipal corporation ("City") and Alfred E. Brown ("Brown"), together referred to hereafter as the Parties.

1.0 OCCUPIED PREMISES

In consideration of Brown's sale and conveyance of certain property hereinafter described to the City, the City hereby conveys to Brown and his former spouse, Sharon E. Brown, the exclusive right to occupy and use the following Premises, situate in the County of Clear Creek, State of Colorado:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian

Also known as 839 Colorado Highway 103, Idaho Springs, Colorado 80452 (the "Premises")

Brown agrees that the City may use any part of the Premises not being used by Brown and/or Sharon E. Brown for residential purposes, which City use may include, but not be limited to, the development of the Premises and the construction of new structures thereupon, so long as such use, development and construction do not disrupt the quiet enjoyment and occupation of the Premises by the Browns as a residence.

2.0 TERM

Unless terminated earlier as provided herein, and subject to the remaining terms of this Agreement, Brown and his former spouse Sharon E. Brown shall have the exclusive right to occupy and use the Premises as a primary residence for the remainder of their lives.

3.0 RENT

No rent shall be due from Brown to the City for the Premises.

4.0 UTILITIES

Brown shall pay all charges for utilities associated with the Premises. If the City receives any utility bills or charges for the Premises as the record owner, the City shall promptly notify Brown and forward copies of the same to him.

5.0 MAINTENANCE

Brown shall keep the primary residence located upon the Premises in good repair at his own expense. Brown shall have no obligation to maintain any other structures upon the Premises. Routine maintenance and upkeep of the grounds of the Premises, such as lawn-mowing, shall also be performed by Brown at his own expense. Non-routine maintenance and repairs associated with the Premises, such as water/sewer line maintenance or replacement, shall be performed by the City at its sole expense.

6.0 INSURANCE

City will insure the Premises and all permanent improvements thereon against damage and loss. Brown understands that he is responsible for insurance coverage on any personal property kept upon or within the Premises and its structures.

7.0 TERMINATION; SURRENDER OF PREMISES

Brown may terminate this Agreement prior to the expiration of its Term by providing thirty (30) days' notice to the City.

If the Term of the Agreement expires without such notice, due to the death of both Brown and Sharon E. Brown, the City shall confirm the expiration of this Agreement in writing to Brown's next of kin or to such other party that Brown may designate for such purpose.

In the event the Premises shall become uninhabitable on account of damage by fire, flood or act of God, this Agreement may be terminated by Brown upon written notice to the City. Additionally and alternatively, in such event, Brown shall have the right to reconstruct the single-family residence on the Premises if he so elects.

In the event default shall be made in any of the covenants or agreements herein contained to be kept by Brown, it shall and may be lawful for the City to declare the Agreement terminated and enter into the Premises either with or without process of law. In the event the Agreement shall be so terminated, Brown hereby covenants and agrees to surrender and deliver up the Premises peaceably to the City. If Brown shall remain in the possession of the same after termination, Brown shall be deemed guilty of a forcible detainer of the Premises under Colorado statute, hereby waiving all notice, and shall be subject to eviction and removal forcibly or otherwise, with or without process of law.

8.0 NO ASSIGNATION; SUBLETTING

Brown agrees that he will not assign, sublet or transfer the Premises or any part thereof without City's prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Occupancy Agreement to become effective as of the day and year first above written.

CITY:

Chuck Harmon, Mayor

Date

ATTEST:

Diane Breece, City Clerk

BROWN:

Alfred E. Brown

Date

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 11, Series 2024

A RESOLUTION APPROVING A SHORT-TERM LEASE OF REAL PROPERTY OWNED BY THE CITY AT 1856 COLORADO BOULEVARD TO THE CLEAR CREEK CENTER FOR ARTS AND EDUCATION FOR THE PURPOSE OF CHILDREN'S MUSIC CLASSES AND CAMPS

WHEREAS, pursuant to C.R.S. § 31-15-713(1)(c), the City Council ("Council") for the City of Idaho Springs (the "City") possesses the authority to enter into lease agreements for real property owned by the City when deemed by the Council to be in the best interest of the City; and

WHEREAS, the City owns certain real property located at 1856 Colorado Boulevard, Idaho Springs, Colorado (the "Property"); and

WHEREAS, the nonprofit corporation Clear Creek Center for Arts and Education ("CCCAE") provides and promotes arts and cultural opportunities in the area and wishes to provide children's music classes in the City this summer; and

WHEREAS, CCCAE has requested permission from the City to occupy and use the structure located on the Property, commonly known as the old Sunshine Café building, for such purpose; and

WHEREAS, the Council finds that there is no City use for which the building is needed this summer and that the classes and camps offered by CCCAE are beneficial to the public welfare by making arts and cultural opportunities easily accessible to area children; and

WHEREAS, the Council therefore wishes to approve the short-term lease for CCCAE's use of the Property under the terms and conditions further set forth in the Lease approved hereby.

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

The City Council hereby approves the Lease Agreement attached hereto and incorporated herein by this reference. The Mayor and City Clerk are hereby authorized on behalf of the City to execute and deliver the Lease Agreement and to execute and deliver any and all other documents reasonably necessary or convenient to effectuate the intent of the Lease.

RESOLVED, APPROVED and ADOPTED this 28th day of May, 2024.

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 28th day of May, 2024 by and between the City of Idaho Springs, Colorado ("City"), a Colorado statutory municipality, and the Clear Creek Center for Arts and Education ("CCCAE"), a Colorado nonprofit corporation.

WHEREAS, the City is the owner of certain real property within the City, known and addressed as 1856 Colorado Boulevard ("Leased Premises"); and

WHEREAS, CCCAE is a Colorado nonprofit organization dedicated to provide arts and educational opportunities for individuals within the Clear Creek County region; and

WHEREAS, CCCAE has requested permission from the City to occupy and use the structure located on 1856 Colorado Boulevard, commonly known as the old Sunshine Café building, for purposes of conducting children's music classes this summer; and

WHEREAS, the Idaho Springs City Council ("Council") finds that there is no City use for which the building is needed this summer and that the classes and camps offered by CCCAE are beneficial to the public welfare by making arts and cultural opportunities easily accessible to area children; and

WHEREAS, the Council therefore wishes to approve the short-term lease for CCCAE's use of the Leased Premises this summer under the terms and conditions further set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, City and CCCAE agree as follows:

SECTION 1. TERM OF LEASE AGREEMENT; PREMISES.

1.1. This Lease shall be for a term of five months, commencing on June 1, 2024 and ending on October 31, 2024.

1.2. The Leased Premises shall consist of the building located upon 1856 Colorado Boulevard, commonly known as the old Sunshine Café building, and the unimproved areas around the building. The storage units located upon the property are not included within the Leased Premises.

SECTION 2. RENT; CITY UTILITY DEPOSIT

2.1. CCCAE shall pay rent in the amount of One Hundred Dollars (\$100.00), which represents consideration for the entire Lease Term. This Rent shall be due prior to or upon the first day of the Lease Term.

2.2. Simultaneously with the Rent payment, CCCAE shall deposit with the City the amount of One Thousand Dollars (\$1,000.00) as a utility cost deposit. This deposit shall be applied by the City to the water and sewer charges assessed to the Leased Premises for the Lease Term. If there are funds remaining in the deposit after such utility charges are deducted, the City will promptly refund

the balance to CCCAE. If the deposit is inadequate to pay all utility charges due, the City will promptly notify CCCAE of the deficit, and CCCAE agrees to promptly pay the same.

2.3 CCCAE agrees that it is responsible to pay for any utilities provided to the Leased Premises during the Lease Term that are not City-provided utilities, such as electricity, internet, etc.

SECTION 3. USE OF THE LEASED PREMISES.

3.1 CCCAE shall use the building on the Leased Premises solely for conducting music classes and camps for children, consistent with the organization's mission and purpose.

3.2 CCCAE may use the unimproved areas of the Leased Premises for parking purposes associated with the music classes and camps.

3.3 CCCAE shall not construct any permanent improvement on the Leased Premises or modify any portion of the Leased Premises without the prior written consent of the City.

3.4 CCCAE will maintain the appearance of the Leased Premises in a reasonably tidy manner.

SECTION 4. CITY OBLIGATIONS. The City shall lease the Leased Premises to CCCAE under the terms and conditions of this Lease.

SECTION 5. ASSIGNMENT AND SUBLETTING. CCCAE may not assign, sublet, or transfer this Lease or the Leased Premises nor any portion thereof without the prior written permission from City.

SECTION 6. FORCE MAJEURE. A party's performance under this Lease will be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, acts of God, the acts of civil or military authority, floods, quarantine restrictions, riots, strikes, commercial impossibility, fires, circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform must promptly notify the other party of the existence of such force majeure and will be required to resume performance of its obligations under this Lease upon the termination of the aforementioned force majeure.

SECTION 7. INDEMNITY. CCCAE agrees to defend, indemnify and hold harmless City, its officers, agents and employees, from any and all damages or claims whatsoever by reason of CCCAE's use of the Leased Premises and further agrees to reimburse City for any and all damage to the Leased Premises resulting from the use of the Leased Premises for activities associated with CCCAE's use of the Leased Premises. City agrees to promptly give notice of any and all damages or claims and to permit CCCAE and/or its insurance carrier to investigate and defend the same.

SECTION 8. INSURANCE. CCCAE will at all times during the term of this Lease, at its sole cost, obtain and maintain without interruption in such form and with a company or companies satisfactory to the City, liability insurance policies to adequately insure its obligations, duties and liabilities under this Lease and shall require that the City be listed as an additional named insured on

such policies. Certificates of proof of insurance for these policies shall be supplied to the City by CCCAE after obtained.

SECTION 9. SURRENDER OF PREMISES AT END OF TERM. CCCAE agrees that upon termination of this Lease it will surrender, yield up and deliver the Leased Premises in good, clean condition.

SECTION 10. INSPECTIONS. City reserves the right to conduct periodic inspections of the Leased Premises for the purpose of determining whether the terms and conditions of this Lease are being promptly and faithfully performed by CCCAE.

SECTION 11. MISCELLANEOUS.

11.1 Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Clear Creek County, Colorado.

11.2 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Lease by the City shall not constitute a waiver of any of the other terms or obligation of this Lease.

11.3 Integration. This Lease and any attached exhibits constitute the entire agreement between CCCAE and the City, superseding all prior oral or written communications.

11.4 Third Parties. Nothing contained in this Lease shall create a contractual relationship with or cause of action in favor of a third party against either the City or CCCAE.

11.5 Notice. Any notice under this Lease shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Idaho Springs
ATTN: City Administrator
PO Box 907
Idaho Springs, CO 80452-0907

CCCAE: Clear Creek Center for Arts and Education
PO Box 853
Idaho Springs, CO 80452

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

11.7 Modification. This Lease may only be modified upon written agreement of the parties.

11.8 Assignment. Neither this Lease nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

11.9 Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease , the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the City and its officers or employees.

11.10 Rights and Remedies. The rights and remedies of the City under this Lease are in addition to any other rights and remedies provided by law. The expiration of this Lease shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for issues arising here from or associated herewith.

CITY OF IDAHO SPRINGS, COLORADO

By _____
Chuck Harmon, Mayor

By _____
Diane Breece, City Clerk

CLEAR CREEK CENTER FOR ARTS AND EDUCATION

By _____

Print name and title: _____

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

Resolution No. 12, Series 2024

A RESOLUTION FIXING AN ALTERNATIVE WASTEWATER VOLUMETRIC RATE FOR THE BREWERY OPERATIONS AT 1617 AND 1623 MINER STREET, DBA WESTBOUND AND DOWN BREWING COMPANY

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

WHEREAS, the City Council, acting as the governing body of the Enterprise, possesses the authority to establish the rates and charges imposed for water and sewer services from time to time, and the Council has done so and codified such rates and charges within Chapter 12 of the Code; and

WHEREAS, Code Section 12-182(D) authorizes the Council to establish alternative billing rates by resolution for premises whose characteristics are inconsistent or incompatible with the assumptions upon which the general rates are established, so long as such alternative rate is fair, reasonable and nondiscriminatory and takes into account the burden imposed by the use on the City system; and

WHEREAS, the Council has received a request for an alternative billing rate from the brewing operations located at 1617 and 1623 Miner Street, dba Westbound and Down Brewing Company (the “Brewing Premises” or the “Customer”), on the basis that the Brewing Premises takes water from the City’s system that is never returned to the City’s wastewater system because it is converted into beer; and

WHEREAS, the Council finds that reducing the Brewing Premises’ wastewater water volumetric charge by the number of gallons actually converted to beer is a fair, reasonable and nondiscriminatory method of altering the Brewing Premises’ utility bill that takes into account the relative burden imposed by the brewing use; and

WHEREAS, the Council further finds that this same alternative wastewater billing method is and has historically been applied to another brewing operation within the City, the Tommyknocker Brewery; and

WHEREAS, the Council finds that approving the alternative wastewater billing rate set forth herein is fair and equitable so long as the Brewing Premises satisfies the conditions of the same, including the timely filing of all forms and documents required by the City to verify its volumetric brewing activities.

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

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

Section 2. The volumetric charge for City wastewater services provided to the Brewing Premises shall be adjusted from the rate established by Code Section 12-182(B) as follows:

The number of gallons to which the volumetric rate shall be applied shall be the number of gallons of water taken from the City system *reduced by* the number of gallons converted by the Brewing Premises into beer during the relevant billing period.

The number of gallons converted into beer during a billing period shall be proven by the Brewing Premises by filing a completed Department of the Treasury Alcohol and Tobacco Tax and Trade Bureau (TTB) Brewer's Report of Operations form with the City Clerk's Office not later than the 15th day of every even-numbered month (February, April, etc.)

The City may require reasonable additional documentation or proof of volumetric water consumption and brewery operations, as it relates to this rate adjustment, from time to time.

Section 3. The Customer's failure to timely, completely or accurately file the form or other evidence required by the City under Section 2 hereof shall constitute a failure to satisfy the conditions of this alternative rate approval for the relevant billing cycle. In such event, City staff shall apply the ordinary wastewater rates to the Brewing Premises for said billing cycle.

The Customer's failure to satisfy the conditions of this alternative rate approval for three (3) consecutive billing cycles shall result in the automatic revocation of this approval with no further formal action of the Council required. Staff is directed to inform the Customer of revocation by letter as soon as practical.

Section 4. This resolution shall be in full force and effect from its passage and approval.

RESOLVED, APPROVED and ADOPTED this 28th day of May, 2024.

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: May 28, 2024
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- The Mayor and staff attended on May 8 the EPA/CDPHE community meeting at the United Center.
- Staff and I attended on May 9 a progress meeting with THK Associates and the Clear Creek Metropolitan Recreation District regarding planned improvements to the Shelly/Quinn Ballfields.
- Staff and I attended on May 9 an update meeting with the Colorado Mountain Bike Association and Bob Young regarding the proposed land exchange for Virginia Canyon Mountain Park.
- Jon and I met on May 13 with the Federal Highway Administration to finalize the RAISE planning grant agreement for the Mobility Hub project.
- Staff and I attended on May 13 a progress meeting with JVA Engineering on the plans to reconstruct the Chicago Creek Water Main.
- Paul and I attended on May 13 a progress meeting on the City Hall exterior rehabilitation project.
- The Mayor and I attended on May 14 the Mayors and Commissioners meeting at Marion's of the Rockies.
- The Mayor spoke on May 15 at the Project Support meeting at the Project Support Senior Center.
- The Mayor attended on May 15 in Northglenn the Colorado Municipal League District 3 Spring Meeting.
- Dylan and I attended on May 15 the preconstruction community meeting sponsored by Four Points Funding at the Clear Creek Recreation Center.
- The Mayor, Paul, Dylan and I participated on May 18 in the Citywide Cleanup Day.
- The Mayor and staff met on May 20 with several property owners along a historic mining road adjacent to Virginia Canyon Mountain Park regarding a proposed joint access easement.
- Paul and I attended on May 21 with HDR Engineering a progress meeting on the design of the water and sewer main improvements on Virginia Canyon Road and Virginia Street.

- The Mayor, Jon and I attended on May 21 a Mobility Hub check-in meeting with HDR Engineering.
- The Mayor and staff visited on May 21 the Powder House to review conceptual design plans for its restoration and the creation of a small park.
- Dylan, Jon and I attended on May 21 the Historic Preservation Review Commission meeting to renew the certificate of appropriateness for the City Hall exterior restoration and to review a pre-application proposal for a downtown distillery.
- Public Works staff, Maria and I participated on May 22 in the annual cleanup of the Idaho Springs Cemetery.
- Paul and I met on May 22 with HDR Engineering to review final plans for the reconstruction of water and sewer mains in Virginia Canyon Road and Virginia Street. The phase 1 project will be bid in early June.
- The Mayor, Jon, Dylan and I attended on May 22 a meeting with EV Studios to review the feasibility of certain City parcels for affordable housing.

Upcoming Events

- Carlson Elementary School will host a final farewell and block party at its current location on Thursday, May 5 from 3:30 to 5:00 p.m. The public is invited. Carlson Elementary School will be relocating to the former middle/high school Building 103 for the 2024/2025 school year.
- The next meeting with Clear Creek Fire Authority, Clear Creek County, and its municipalities regarding fire and emergency services will be held on Thursday, May 30 at 6:00 p.m. at the Board of County Commissioners meeting room in Georgetown. All are welcome to attend.
- The Planning Commission will meet on Wednesday, June 5 at 6:00 p.m. at City Hall.
- Flowers for downtown and surrounding areas will be delivered and installed the morning of Thursday, June 6.
- The first annual Furlings Festival will be held downtown on Saturday, June 8 from 11:00 a.m. to 6:00 p.m. to kick off the summer.

TO: Mayor and City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain | Assistant City Administrator
DATE: May 28, 2024
SUBJECT: Staff Update
ATTACHMENTS:



REQUEST FOR ACTION

Motion to approve \$5000 contribution to the Friends of the Idaho Springs Public Library in support of the 2024 Idaho Springs Literary Festival that will occur on October 3-6, 2024, in Downtown Idaho Springs from fund 10-21-5038 Misc. Organization Request.

UPDATES

- Utility Readings will occur on June 1.
- Staff has been working on the Grant agreement for the INFRA grant we received last year.
- I conducted Construction Observation of the Floyd Hill Project Western Section on May 22. Our Team found that construction thus far substantially meets the framework for the project established.
- Staff met with THK and CCMRD to coordinate design work on the Shelly-Quinn Ballfields Project on May 23.
- The Marketplace opened for summer operations on May 8.
- Flowers will be installed on the Marketplace on the first Thursday in June.
- Programming on the Marketplace has begun.
- A big thanks to the Community for participating in the Community Clean Up activity on May 18-20. The City filled several dumpsters.
- I will be taking PTO with my family on June 1-9.
- Municipal Court has been particularly busy these last few months due to construction in the I-70 Construction zone. Big thanks to Kelsey Smith, our Municipal Court Clerk and the rest of the Municipal Court team for managing the caseload effectively and efficiently!



Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: May 28, 2024

Subject: Staff Report Regular Meeting

- ✓ Working closely with the City Attorney, we were able to come up with a payment plan that contained wording that was agreeable to the water/sewer customer and to the city, this issue has been resolved with a positive outcome for all parties involved.
- ✓ As of May 31st, I will be out of the office and returning on June 17th.
- ✓ Many of the City Hall staff participated in the Annual Cemetery Clean up. It was a success.
- ✓ Idaho Springs has issued 13 River Rafting Licenses for the 2024 season.
- ✓ The Columbine Garden Club is holding a Plant Giveaway and a Bake sale at the Senior Center on Saturday June 1st, 2024 and another Plant Giveaway at the ARGO Mine Friday June 7th and Saturday June 8th.
- ✓ The 2024 Fireworks Permit has been reviewed, approved and issued to Zambelli Fireworks for this year's show. The expected start time is 9:15 on July 4th above the Waterwheel, but that time could change depending on light, weather and such.
- ✓ The Colorado Wild Bunch (gun fight re-enactments) has been granted an Amusement License to have their shows on Saturdays 1-3 behind City Hall near the Train, they will notify the community and have signs posted warning about the loud sounds.
- ✓ The Caricature artist has applied for and been granted a license to operate in the Downtown Marketplace this season.

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award

May 14, 2024

Administrator Marsh and City Councilmen,
Town of Idaho Springs
1711 Miner St
P.O. Box 907
Idaho Springs, CO 80452

Mr. Marsh and City Councilmen;

Thank you so very much for your generous donation of \$2000.00 to the Clear Creek Mayors and Commissioners Youth Award. You all are a reflection of the ever-increasing dedication, enthusiasm and love for the people of our community. This event would not be a success without your involvement. Because of your support we are able to make a very special evening for our awarded recipients.

We would like to take this opportunity to say a heartfelt "Thank You"!

Gratefully,



Tracy Troia,
Program Coordinator
Mayors and Commissioner's Youth Award
Clear Creek County
Department of Health and Human Services



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Idaho Springs Police Department

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<https://cityofidahosprings.colorado.gov/ISPD>

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: May 23, 2024

Subject: City Council Report for May 28, 2024

Requests for Action:

Chief Buseck Attended:

05/14/24: School Safety Group
05/15/24: Department Heads
05/16/24: Court Bailiff
05/20/24: Virginia Canyon Property Owner Meeting
05/21/24: Overdose Mapping System
05/23/24: MAC Group Meeting

Officers and Admin Staff:

05/17/24: Pizza with Police with Kindergarten Class
05/22/24: Pizza with Police with Second Grade Class

Training:

05/13/24-05/14/24: One Sergeant, and One Officer attended "Is the 9-1-1 Caller the Killer?" training.

Upcoming Training:

06/24/24: One Officer will attend Bullet Proof Report Writing Class. (Littleton, CO)

Code Enforcement:

- Snow and Ice Removal
- Abandoned Vehicle/Parking Complaints.

Staffing:

- ISPD is currently fully staffed.

Significant Incidents:

05/17/24: ISPD officers were dispatched to the 1400 block of Idaho on reports of a disturbance. The officers were told that a female party had been allegedly pushed out of a vehicle. ISPD officers were able to locate the suspect vehicle. While speaking to the driver the officers on scene determined that the male suspect was under the influence of alcohol and observed open alcohol containers in the vehicle. The male suspect was transported to a local hospital for treatment. A warrant was issued for domestic violence, three counts of reckless endangerment, child abuse, reckless driving, and possessing an open container in a motor vehicle.

05/17/24: ISPD officers were notified of a reckless driver near mile marker 241 on Westbound I70. The callers stated that they observed the vehicle colliding with the freeway barriers and swerving across all the lanes of I70. ISPD officers were able to locate and followed the vehicle to Soda Creek and Miner Street when the vehicle came to a complete stop in the crosswalk. ISPD officers approached the vehicle and observed the driver drifting into a sleep state. The male suspect exited his vehicle and was unable to maintain his balance and showed visible signs of impairment. ISPD transported the male to a detox facility in the metro area, and issued him a summons for DUI, Reckless Driving, and driving with open containers in the vehicle.

05/19/24: ISPD responded to the 300 block of Soda Creek on reports of a disturbance between a male and female. When officers arrived on scene, they were advised by staff that a female party had reported allegedly being kicked in the head by her partner. The suspect had fled the scene. Officers and deputies located the male suspect and arrested him for domestic violence and harassment. The female party had an active warrant for her arrest out of Kansas. She was arrested on her warrant.

05/19/24: ISPD officer conducted a traffic stop in the 1300 block of Miner Street with a vehicle that was displaying expired plates. The male driver had an active warrant out of Lakewood. The male driver was arrested and booked in to jail on his warrant.



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
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TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: May28th, 2024
Re. STAFF REPORT PUBLIC WORKS

No Action Items.

Idaho Springs Public Works has been very busy with the many facets that make up the maintenance objectives of the City Crew.

Our Parks Team is starting to ramp up for spring and summer maintenance. Irrigation systems have been recharged and our Parks Team are making repairs that often occur during the off season.

Our Distribution and Collection team are quite active with Routine Maintenance including flushing of dead end lines to improve water age, Monitoring areas of concern for SSO, and continued work on the water meters.

The Streets Team Continues Sweeping operations, De-winterization of equipment, and equipping trucks for Summer activities, Replacement and new placement of faded or forgotten signage.

The Public Works building recent activities: Upper Floor rough ins are inspected, lower floor foyer and locker room area, Concrete has been poured.

**Paul Crain
Public Works Superintendent**



City of Idaho Springs Water Quality
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TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 5/28/2024
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	0.04	0.47	ND

- Letters for failed grease trap inspections sent.
- Press Polymer study.
- FOG program updates/ research.
- Tertiary Filter maintenance

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.7)	<60	<80
Current	3.2	18	34%	3.9	48.75	54.6

- Mattie Dam Project – Bid bids received.