



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, May 23, 2022, 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 23, 2022 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from May 09, 2022
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to May 23, 2022
8. **PUBLIC COMMENT**
 - a) Tracy Troia (Clear Creek County Department of Human Services) \$2,000.00 donation request for the Mayors and Commissioners Youth Awards. (\$2,000 budgeted for 2022, line item 10-21-5036).
9. **FINANCE OFFICER**
 - a) April Financials
10. **RESOLUTIONS**
 - a) Resolution #8, Series 2022 A Resolution approving the Colorado Regional Opioid Intergovernmental Agreement for Region 10
 - b) Resolution #9, Series 2022 A Resolution adopting the City of Idaho Springs Goals and Action Items for 2022.
11. **ORDINANCE FIRST READING**
 - a) Ordinance #4, Series 2022 An Ordinance vacating a portion of miner street adjacent to lots 1 and 2 of the block 57/former Golddigger Field subdivision, Idaho Springs, Colorado
12. **PUBLIC HEARING**
 - a) Continuation of Public Hearing for a Conditional Use to permit a River Rafting Use on property known as 1743 Miner Street, Idaho Springs, Colorado.
13. **ORDINANCE SECOND READING**
 - a) Ordinance #3, Series 2022 an Ordinance granting a conditional use to permit a river rafting use on property known as 1743 Miner Street, Idaho springs, Colorado, with conditions
14. **CITY ATTORNEY**
15. **CITY ADMINISTRATOR**
 - a) Staff report submitted with no requests for action.
16. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** - Staff report submitted with no requests for action
 - b) **Deputy City Clerk** - Staff report submitted with no requests for action
17. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action
18. **PUBLIC WORKS DEPARTMENT**
 - a) Staff report submitted with no requests for action
19. **WATER/WASTEWATER DEPARTMENT**
20. **COMMITTEE REPORTS**
21. **CITY CLERK/TREASURER**
22. **MAYOR / COUNCIL**

- a) Contribution of \$5,000 for I-70 Collaborative Effort (CE) operating expenses

23. ADJOURN

- a) Next special meeting on Tuesday May 31, 2022 7:00 p.m.

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%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.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

LISA MANIFOLD

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
May 09, 2022**

The City Council of the City of Idaho Springs held a hybrid regular meeting on May 9, 2022, at City Hall 1711 Miner Street and via zoom. Mayor Harmon called the meeting to order at 7:12 p.m.

Answering the roll were: Chuck Harmon, John Curtis, Lisa Manifold, Kate Collier, and Art Caccavale. Councilmembers Scott Pennell and Jim Clark were absent. Also present was City Administrator Andy Marsh, Assistant City Administrator Jonathan Cain, City Planner Jerad Chipman, Deputy City Clerk Wonder Martell, and City Attorney Carmen Beery joined remotely via zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Chuck Harmon asked for a motion to approve the agenda. Councilmember Lisa Manifold moved to approve the agenda for May 9, 2022. Councilmember Art Caccavale seconded, followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Mayor Pro Tem John Curtis moved to approve minutes of April 25, 2022. Councilmember Kate Collier seconded, followed by an all-in favor roll call vote.

APPROVAL OF BILLS

Councilmember Kate Collier moved to approve bills to May 9, 2022. Mayor Chuck Harmon noted that the bill listed paid to Indian Hot Springs, needed to be changed to HWA, INC which is the business owner's name.

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

**PUBLIC COMMENT
RESOLUTIONS**

ORDINANCE FIRST READING AND PUBLIC HEARING

Mayor Chuck Harmon opened the public hearing at 7:16 pm for a Conditional Use Permit for Rafting use at 1743 Miner Street.

Community Development Planner Jerad Chipman started off by advising council that this topic has been to planning commission twice and at the last planning commission meeting on 05/04/2022, the commission recommended approval with conditions of this conditional use and sent it to city council for final approval. Mr. Chipman stated that the applicants provided all of the information that the city had requested from them, including the long-term lease for offsite storage parking, re-striping the parking lot and an annual review of operations to check for revisions of permit is needed.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

LISA MANIFOLD

APPLICANT TESTIMONY

Faith Costello-Wolff and Dan Costello. Faith advised council that they have been trying to move their business (Mile High Rafting) to Idaho Springs for the past 5 years and it's been very hard to find property that will support a rafting business. Mr. Costello advised that the rafting business is only for a few months and that's why the bike shop business will be run also, so there will be yearlong business and income. The Costello's stated that they want to give to the community and not take from it. Mr. Costello also advised council that if they were to let him put in and take out at the property (1743 Miner Street) that would alleviate all his issues and take a lot of pressure off the CRC park and the Chicago Creek put in for rafting.

COUNCIL DISCUSSION- Councilmember Kate Collier asked if the rafting customers must physically come to the 1743 Miner Street to check in for rafting. The Costello's advised yes to complete the waivers. Ms. Collier asked about the storage of the gear and the rafts. Dan Costello advised council of the screened in area (used to be a dumpster area) will be used to store all the wet suits and will be the staging area for the rafters to dress for their trips. Ms. Collier also asked for clarification of how many parking spots there would be on site, and how many rafting trips per day. Faith Costello advised there will be 3 rafting trips daily at 10 am, 1 pm and 6 pm.

Councilmember Art Caccavale asked if there would be signage for their customers to advise that after their trip, they are required to move their cars to another location. Dan Costello replied with yes, there would be plenty of signage and that when a customer registered for rafting, an automatic email will be sent to them also advising of this requirement to move their vehicle. Mr. Caccavale also asked where the employees would park, if they would be shuttled in from a different location and Dan Costello replied with yes, they would be parking off-site and shuttling in. Councilmember Collier brought up that she thinks the no put in rule comes from Fish and Wildlife, Mr. Costello advised he was unable to locate such a law and he has also called to the State to find any such rules, and he has had no success. City Attorney Carmen Beery spoke up to advise council that she also could not remember where the no put in rule comes from, but that council has a lot of authority over land use, and they can decide to remove or add conditions with justification.

Mayor Chuck Harmon asked the applicant if it is ok to table this Public Hearing to allow staff the time to research the no put in rules and where that comes from. The Costello's, replied that yes its ok to table to the 23rd of May. Faith Costello also mentioned that she works in real estate, and she knows that you own the land that is under the river so they can put in at their property because of ownership, Councilmember Manifold asked even if commercial, and Mrs. Costello replied with she was not sure on that point. Kate Collier mentioned that this is a change of use, which is a big deal. Councilmember John Curtis advised the Costello's that if they were to alter the river or the river bank in any way, they would be required to have a CORPS permit.

City Attorney Beery advised on the two steps to table the public hearing; 1. Continue the hearing to the 23rd, and 2. Adopt the ordinance at this, the first reading because it can be amended if necessary, between the first and second read. Mayor Chuck Harmon continued the Public Hearing to the May 23rd regular council meeting at 7pm.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

LISA MANIFOLD

MOTION

Councilmember Kate Collier moved to table the Public Hearing for a CUP for Rafting use at 1743 Miner Street with conditions to the May 23rd regular City Council meeting. Councilmember Caccavale seconded followed by an all-in favor roll call vote. Councilmember Kate Collier moved to approve an Ordinance Approving a Conditional Use to Permit River Rafting Operations at 1743 Miner Street with Conditions. Councilmember Art Caccavale seconded followed by an all in favor voice vote. Mayor Chuck Harmon called the Public Hearing continued to May 23rd at 8:02 pm.

CITY ADMINISTRATOR

Staff report submitted with no request for action

ADMINISTRATIVE DEPARTMENT

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

Deputy City Clerk: Staff report submitted with no requests for action.

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

Councilmember Art Caccavale asked Mr. Chipman if the new owners of the car wash in town had submitted any plan ideas for the multi-residential unit they would like to build behind the car wash. Mr. Caccavale expressed concern on the steep slope behind the car wash and how the potential noise of the car wash may affect any tenants living there. Mr. Chipman replied with no, its just in the idea area now.

POLICE DEPARTMENT

Staff report submitted with no requests for action: Chief Buseck wanted to express gratitude for the donation made in his father's memory to the Wyoming Wildlife Fund.

PUBLIC WORKS DEPARTMENT

Staff report submitted with no requests for action.

MAYOR/COUNCIL

Mayor Harmon read the proclamation for Public Works Week (May 15th thru May 21st, 2022).

ADJOURN

Mayor Harmon adjourned the meeting at 8:13 pm

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Admin - Petty Cash (288)								
5.17.22								
5.17.22	Invoice	donation to wildlife foundation	05/17/2022	05/31/2022	100.00	Open	05/22	10-20-6500
5.17.22	Invoice	postage for sewer bills	05/17/2022	05/31/2022	224.00	Open	05/22	52-00-5310
5.17.22	Invoice	postage for water bills	05/17/2022	05/31/2022	224.00	Open	05/22	51-00-5310
5.17.22	Invoice	safeway cookout with council	05/17/2022	05/31/2022	82.86	Open	05/22	10-20-6010
5.17.22	Invoice	soda for retirement party	05/17/2022	05/31/2022	41.43	Open	05/22	10-20-6010
Total 5.17.22:					672.29			
Total Admin - Petty Cash (288):					672.29			
Alpha Graphics (1013)								
7749								
7749	Invoice	liquor posting signs	05/17/2022	06/17/2022	165.60	Open	05/22	10-20-5325
Total 7749:					165.60			
Total Alpha Graphics (1013):					165.60			
AlSCO - Denver Linen (13)								
2604123								
2604123	Invoice	Carpets	05/10/2022	05/20/2022	60.00	Open	05/22	10-30-5108
Total 2604123:					60.00			
Total AlSCO - Denver Linen (13):					60.00			
Billy Thompson (1638)								
5.18.22								
5.18.22	Invoice	Safety Boots	05/18/2022	05/30/2022	137.17	Open	05/22	10-10-6040
Total 5.18.22:					137.17			
Total Billy Thompson (1638):					137.17			
Blackwell Oil (284)								
4302022								
4302022	Invoice	credit	04/30/2022	05/30/2022	15.93	Open	05/22	10-10-6012
4302022	Invoice	Fleet Fuel Streets	04/30/2022	05/30/2022	120.85	Open	05/22	10-10-6191
4302022	Invoice	Fuel/ Waste Water	04/30/2022	05/30/2022	19.70	Open	05/22	52-00-6191
4302022	Invoice	Fuel/ Water	04/30/2022	05/30/2022	19.70	Open	05/22	51-00-6191
4302022	Invoice	Streets Red Diesel	04/30/2022	05/30/2022	488.04	Open	05/22	10-10-6012
Total 4302022:					632.36			
Total Blackwell Oil (284):					632.36			
BOKF NA (1849)								
IDAHO SPRINGS 6.1.2022								
IDAHO SPRINGS 6.1.2022	Invoice	Bond Interest Payment	05/01/2022	06/01/2022	206,156.25	Open	05/22	23-00-8115
Total IDAHO SPRINGS 6.1.2022:					206,156.25			
Total BOKF NA (1849):					206,156.25			
CenturyLink (569)								
3035674474X42822								
3035674474X42822	Invoice	Internet service-Public Works	04/28/2022	05/19/2022	102.94	Open	05/22	10-10-5335
Total 3035674474X42822:					102.94			
292791837								
292791837	Invoice	Internet service Water Plant	05/12/2022	06/11/2022	336.71	Open	05/22	51-00-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 292791837:					336.71			
Total CenturyLink (569):					439.65			
CIRSA (1511)								
221002								
221002	Invoice	Deductible	05/12/2022	05/30/2022	1,000.00	Open	04/22	10-30-5314
Total 221002:					1,000.00			
Total CIRSA (1511):					1,000.00			
Clear Creek County Clerk & Rec (61)								
4.2822								
4.2822	Invoice	Document Recording	04/28/2022	05/28/2022	18.00	Open	04/22	10-20-5316
Total 4.2822:					18.00			
305633								
305633	Invoice	Document Recording	05/03/2022	06/03/2022	56.00	Open	05/22	10-20-5316
Total 305633:					56.00			
305756								
305756	Invoice	Document Recording	05/11/2022	06/11/2022	23.00	Open	05/22	10-20-5316
Total 305756:					23.00			
Total Clear Creek County Clerk & Rec (61):					97.00			
Clear Creek County Road & Bridge (1278)								
APRIL2022								
APRIL2022	Invoice	Fleet fuel/Parks	05/05/2022	06/05/2022	194.69	Open	04/22	10-60-6191
APRIL2022	Invoice	Fleet fuel/Police	05/05/2022	06/05/2022	1,930.65	Open	04/22	10-30-6191
APRIL2022	Invoice	Fleet fuel/Streets	05/05/2022	06/05/2022	784.38	Open	04/22	10-10-6191
APRIL2022	Invoice	Fleet fuel/WasteWater	05/05/2022	06/05/2022	164.48	Open	04/22	52-00-6191
APRIL2022	Invoice	Fleet fuel/WasteWater	05/05/2022	06/05/2022	164.48	Open	04/22	52-00-6191
Total APRIL2022:					3,238.68			
Total Clear Creek County Road & Bridge (1278):					3,238.68			
Clear Creek Mayors and Commissioners (1728)								
5.4.22								
5.4.22	Invoice	Mayor & Commissioner Youth Aw	05/04/2022	06/04/2022	2,000.00	Open	04/22	10-21-5036
Total 5.4.22:					2,000.00			
Total Clear Creek Mayors and Commissioners (1728):					2,000.00			
Colorado Analytical Lab (945)								
220503057								
220503057	Invoice	E-coli Testing	05/04/2022	06/04/2022	24.30	Open	05/22	52-00-5201
Total 220503057:					24.30			
220503059								
220503059	Invoice	total coliform P/A compl	05/04/2022	06/04/2022	103.50	Open	05/22	51-00-5201
Total 220503059:					103.50			
220503058								
220503058	Invoice	TSS/testing	05/05/2022	06/05/2022	14.40	Open	05/22	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 220503058:					14.40			
220503060								
220503060	Invoice	Wastewater Testing	05/10/2022	06/10/2022	125.10	Open	05/22	52-00-5201
Total 220503060:					125.10			
220510053								
220510053	Invoice	bod-5	05/16/2022	06/16/2022	66.60	Open	05/22	52-00-5201
220510053	Invoice	Wastewater Testing	05/16/2022	06/16/2022	309.60	Open	05/22	52-00-5201
Total 220510053:					376.20			
Total Colorado Analytical Lab (945):					643.50			
Colorado Community Media (1981)								
55814								
55814	Invoice	Public Notice	05/06/2022	06/05/2022	12.04	Open	05/22	10-20-5312
Total 55814:					12.04			
56599								
56599	Invoice	Public Notices for CODA	05/13/2022	06/12/2022	293.80	Open	05/22	10-20-5312
Total 56599:					293.80			
Total Colorado Community Media (1981):					305.84			
Comcast (1486)								
146115685								
146115685	Invoice	New High speed internet for WTP	05/01/2022	06/01/2022	2,413.34	Open	05/22	52-00-5335
Total 146115685:					2,413.34			
0194987X5052022								
0194987X5052022	Invoice	Pd internet	05/05/2022	05/30/2022	170.52	Open	05/22	10-30-5335
Total 0194987X5052022:					170.52			
Total Comcast (1486):					2,583.86			
CPS Distributors (395)								
6593119-001								
6593119-001	Invoice	backflow parts	05/16/2022	06/16/2022	260.68	Open	05/22	10-60-6045
Total 6593119-001:					260.68			
Total CPS Distributors (395):					260.68			
David Christiansen (1897)								
5929								
5929	Invoice	pre-employment Psychological	05/02/2022	06/02/2022	450.00	Open	05/22	10-30-5109
Total 5929:					450.00			
Total David Christiansen (1897):					450.00			
Deep Rock (1855)								
18332261042922								
18332261042922	Invoice	Water Cooler	04/29/2022	05/22/2022	74.91	Open	04/22	10-20-5309
Total 18332261042922:					74.91			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Deep Rock (1855):					74.91			
ELAVON (1295)								
ONLINEX4302022								
ONLINEX4302022	Invoice	Online Credit card processing fee	04/30/2022	05/30/2022	117.88	Open	04/22	10-20-5340
Total ONLINEX4302022:					117.88			
PHONEX4302022								
PHONEX4302022	Invoice	payment processing fees	04/30/2022	05/30/2022	485.76	Open	04/22	10-20-5340
Total PHONEX4302022:					485.76			
Total ELAVON (1295):					603.64			
Frontier Fire Protection Inc. (1480)								
15079								
15079	Invoice	Visitor's Ctr - service	05/05/2022	06/04/2022	420.00	Open	05/22	10-21-5430
Total 15079:					420.00			
Total Frontier Fire Protection Inc. (1480):					420.00			
Galls (527)								
020975991								
020975991	Invoice	New Hire shirts and tags	04/21/2022	05/21/2022	126.40	Open	04/22	10-30-6030
Total 020975991:					126.40			
020987315								
020987315	Invoice	key ring and headset	04/22/2022	05/22/2022	22.54	Open	04/22	10-30-6030
Total 020987315:					22.54			
020987316								
020987316	Invoice	Name plate	04/22/2022	05/22/2022	4.99	Open	04/22	10-30-6030
Total 020987316:					4.99			
020987319								
020987319	Invoice	boots	04/22/2022	05/22/2022	132.98	Open	04/22	10-30-6030
Total 020987319:					132.98			
021011740								
021011740	Invoice	Shirts	04/26/2022	05/26/2022	104.64	Open	04/22	10-30-6030
Total 021011740:					104.64			
Total Galls (527):					391.55			
Hach Company (138)								
13032760								
13032760	Invoice	rust remover	05/12/2022	06/12/2022	26.10	Open	05/22	52-00-6210
Total 13032760:					26.10			
Total Hach Company (138):					26.10			
McDonald Farms (1588)								
64356								
64356	Invoice	Fuel	04/18/2022	05/30/2022	58.00	Open	04/22	52-00-5250
64356	Invoice	overweight	04/18/2022	05/30/2022	96.43	Open	04/22	52-00-5250
64356	Invoice	WasteWater Hauled to Landfill	04/18/2022	05/30/2022	800.00	Open	04/22	52-00-5250

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
64356	Invoice	WasteWater Hauled to Landfill	04/18/2022	05/30/2022	800.00	Open	04/22	52-00-5250
Total 64356:					1,754.43			
Total McDonald Farms (1588):					1,754.43			
Peak Performance Imaging Solutions (409)								
64109								
64109	Invoice	Machine Rental/PD	05/18/2022	06/02/2022	85.00	Open	05/22	10-30-5309
Total 64109:					85.00			
Total Peak Performance Imaging Solutions (409):					85.00			
Pitney Bowes (1758)								
09861563X592022								
09861563X592022	Invoice	Postage	05/09/2022	06/05/2022	124.95	Open	05/22	10-20-5310
Total 09861563X592022:					124.95			
Total Pitney Bowes (1758):					124.95			
Power Motive Corp (221)								
P12821								
P12821	Invoice	wiper parts for backhoe	05/09/2022	06/09/2022	172.53	Open	05/22	10-10-6150
Total P12821:					172.53			
Total Power Motive Corp (221):					172.53			
Professional Management Solutions (1833)								
84653								
84653	Invoice	Financial Services	05/13/2022	05/30/2022	1,680.00	Open	05/22	10-20-5104
Total 84653:					1,680.00			
Total Professional Management Solutions (1833):					1,680.00			
Quill Corporation (230)								
24838833								
24838833	Invoice	tower holder	05/02/2022	06/01/2022	20.15	Open	04/22	10-20-6010
Total 24838833:					20.15			
Total Quill Corporation (230):					20.15			
Ramey Environmental Compliance, INC (898)								
23876								
23876	Invoice	Grease trap inspections	05/03/2022	06/02/2022	1,260.00	Open	04/22	52-00-5000
23876	Invoice	Grease Trap Inspections/McDonal	05/03/2022	06/02/2022	63.00	Open	04/22	52-00-5000
Total 23876:					1,323.00			
Total Ramey Environmental Compliance, INC (898):					1,323.00			
RoadSafe Traffic - Denver (1352)								
150498								
150498	Invoice	Paint - Yellow	04/29/2022	05/29/2022	787.50	Open	04/22	10-10-6093
Total 150498:					787.50			
Total RoadSafe Traffic - Denver (1352):					787.50			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
SCL Health (1747)								
3998452								
3998452	Invoice	new employee drug screen	05/09/2022	05/30/2022	92.70	Open	04/22	10-30-5109
3998452	Invoice	new employee Testing	05/09/2022	05/30/2022	108.00	Open	04/22	10-30-5109
Total 3998452:					200.70			
Total SCL Health (1747):					200.70			
SHR Car Wash Colorado LLC (534)								
2022-MAY-04								
2022-MAY-04	Invoice	Car Wash	05/04/2022	05/15/2022	262.03	Open	04/22	10-30-6100
Total 2022-MAY-04:					262.03			
Total SHR Car Wash Colorado LLC (534):					262.03			
Sprint (750)								
126852313-245								
126852313-245	Invoice	Cell phone Parks	05/08/2022	06/03/2022	34.43	Open	04/22	10-60-5335
126852313-245	Invoice	Cell phone Public Works	05/08/2022	06/03/2022	250.89	Open	04/22	10-10-5335
126852313-245	Invoice	Cell phones - Admin	05/08/2022	06/03/2022	113.31	Open	04/22	10-20-5335
Total 126852313-245:					398.63			
Total Sprint (750):					398.63			
Staples Business Advantage (1219)								
8066095765								
8066095765	Invoice	star seal	04/30/2022	05/30/2022	22.99	Open	04/22	10-30-6010
Total 8066095765:					22.99			
Total Staples Business Advantage (1219):					22.99			
Teuling, Cindy (59)								
5.10.22								
5.10.22	Invoice	luncheon plaques	05/10/2022	06/10/2022	161.40	Open	05/22	10-30-5215
Total 5.10.22:					161.40			
Total Teuling, Cindy (59):					161.40			
TK Elevator Corporation (1578)								
6000574675								
6000574675	Invoice	install safety door edge	04/25/2022	05/25/2022	4,217.91	Open	04/22	10-21-5430
Total 6000574675:					4,217.91			
Total TK Elevator Corporation (1578):					4,217.91			
USA Blue Book (376)								
960518								
960518	Invoice	pump tube	04/27/2022	05/27/2022	189.90	Open	04/22	52-00-5204
960518	Invoice	Rebuild kit	04/27/2022	05/27/2022	55.49	Open	04/22	52-00-5204
Total 960518:					245.39			
966426								
966426	Invoice	tnt+	05/03/2022	06/03/2022	227.04	Open	05/22	52-00-6210
Total 966426:					227.04			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
966692								
966692	Invoice	ammonia tests	05/03/2022	06/03/2022	69.85	Open	05/22	52-00-6207
966692	Invoice	Phosphate reagent	05/03/2022	06/03/2022	110.57	Open	05/22	52-00-6210
Total 966692:					180.42			
974005								
974005	Invoice	beakers	05/10/2022	06/10/2022	38.00	Open	05/22	52-00-6207
Total 974005:					38.00			
975852								
975852	Invoice	Rubber hose for sweeper	05/11/2022	06/11/2022	292.02	Open	05/22	10-10-6150
Total 975852:					292.02			
977362								
977362	Invoice	agents and reagents	05/12/2022	06/12/2022	392.66	Open	05/22	52-00-6210
Total 977362:					392.66			
Total USA Blue Book (376):					1,375.53			
VISA (1827)								
PDX532022								
PDX532022	Invoice	boots for zac	05/03/2022	05/28/2022	180.76	Open	04/22	10-30-6030
PDX532022	Invoice	business cards	05/03/2022	05/28/2022	282.94	Open	04/22	10-30-5325
PDX532022	Invoice	cabinet	05/03/2022	05/28/2022	255.30	Open	04/22	10-30-5208
PDX532022	Invoice	fraud charges - will be refunded n	05/03/2022	05/28/2022	119.96	Open	04/22	10-30-7010
PDX532022	Invoice	michaels gift card for painting proj	05/03/2022	05/28/2022	200.00	Open	04/22	10-30-5208
PDX532022	Invoice	stickers	05/03/2022	05/28/2022	184.77	Open	04/22	10-30-5350
Total PDX532022:					1,203.73			
WATERX532022								
WATERX532022	Invoice	hach training	05/03/2022	05/28/2022	480.00	Open	04/22	52-00-5212
WATERX532022	Invoice	wite-out	05/03/2022	05/28/2022	26.84	Open	04/22	52-00-6010
Total WATERX532022:					506.84			
Total VISA (1827):					1,710.57			
Xcel Energy (540)								
777999597								
777999597	Invoice	street lights	05/02/2022	05/27/2022	4,445.93	Open	04/22	10-10-6001
Total 777999597:					4,445.93			
778087200								
778087200	Invoice	2040 Miner	05/02/2022	05/20/2022	14.41	Open	04/22	10-10-6001
Total 778087200:					14.41			
Total Xcel Energy (540):					4,460.34			
Grand Totals:					239,116.74			

Report GL Period Summary

Vendor number hash: 0
Vendor number hash - split: 0



City of Idaho Springs City Council

Meeting Date: May 23, 2022

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

Is this a request for Council action? Yes ☒ No ☐

Return to Diane Breece, City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and forth Monday of every Month).

Fax #: (303) 567-4955 Phone # (303) 567-4421 E-Mail: cityclerk@idahospingsco.com

Scheduled Public Comments falls near the beginning of each City of Idaho Springs City Council meeting. Here are things you need to know:

- ❖ Citizens may speak on any issue that is not elsewhere on the agenda.
- ❖ Council generally will not act on any request at the same meeting.
- ❖ It is strongly recommended that you contact the appropriate City staff member prior to coming to Council. Quite often the issue can be resolved by staff action.
- ❖ This forum is not intended for financial requests. All financial requests must be made through the City Clerk's Office.
- ❖ Comments are limited to three minutes. This time limit may be extended at the discretion of the Mayor.
- ❖ Additional Information: Attach 11 copies each of any related documents to this form.

Summary of your comments or concerns:

Mayors and Commissioners Youth Award donation request School year 2021-2022

What staff member have you spoken to about this matter? Please summarize your discussion.

City Administrator Andrew Marsh - Mr. Marsh responded via email.

"As in previous recent years, the City has \$2,000 in the approved 2022 budget for the Mayors and Commissioners Youth Awards."

Requested By: Tracy Troia

Organization: Clear Creek County Department of Human Services

Phone: (Home): _____

(Work): 303-679-2364

(Fax): _____

(Cell): _____

Mailing address: PO Box 2000

E-Mail Address: ttroia@clearcreekcounty.us

Georgetown, Co 80444

Would you like an Agenda: ☐ Faxed ☐ Mailed ☒ E-Mailed

OFFICE USE ONLY:

Date Received: _____

By: _____

Information Complete: ☐ Yes ☐ No

Missing: _____



Clear Creek County

POST OFFICE BOX 2000
GEORGETOWN, COLORADO 80444

TELEPHONE: (303) 679-2300

May 4, 2022

Mr. Andrew Marsh
City Administrator,
Town of Idaho Springs

Mr. Marsh and City Councilman;

Each year the Clear Creek County Department of Human Services administers the Mayors and Commissioners Youth Award Program. This program is to honor youth between the age of 13 and 19 who have overcome personal adversity and created positive change in their lives. The youth who receive this award must be nominated and exhibit the criteria within the nomination form.

All nominees will be recognized at an Award Ceremony dinner. The awarded recipients will receive a plaque commemorating their achievements, a gift bag which includes a laptop, mouse, earbuds, and a 1 year subscription to Microsoft Office, and a \$500 award to be used towards an institution of higher learning, Driver's Education, summer camp, or a club sport of their choosing.

The County allows us a budget to work within, but because it is a countywide program, we always ask for contributions from the towns and businesses to help offset the expense. Letters are sent out to these businesses and communities within and surrounding Clear Creek County asking for contributions of any amount.

In 2022 there are 5 youth that will be recognized and awarded, (3) from the unincorporated area of Clear Creek County, (1) from the Lawson/Dumont/Downieville area, and (1) from Idaho Springs.

Thank you for your time and consideration. I look forward to meeting with you on May 23rd, 2022 to answer any questions you may have.

Sincere Regards,

A handwritten signature in blue ink, appearing to read "Tracy Troia".

Tracy Troia
Clear Creek County
Department of Human Services
Coordinator, Mayors and Commissioners Youth Award

Enclosures: Mayors and Commissioners Youth Award Letter and Nomination Form
Donation Request Letter

"Honoring Our Past, While Designing Our Future"

Clear Creek County Mayors and Commissioners Youth Award



Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

2021-2022 Mayors and Commissioners Youth Award

The Clear Creek County Mayors and Commissioners Youth Award recognizes teenagers between the ages of 13 and 19 who have overcome personal adversity and created positive change in their lives. The awards program provides business, community, and civic leaders an opportunity to actively demonstrate their belief in and support for the young people in our communities.

Teens need recognition and support. In these days when much of the press about teenagers is negative, the Clear Creek County Mayors and Commissioners Youth Awards focus on teenagers who have triumphed over great odds and serve as inspirations and role models. If you know young people who would be good candidates for the Youth Award, please help us identify them by completing the attached nomination form.

Our Mission

To identify and recognize teenagers who have overcome obstacles and have risen to challenges life has presented.

This Youth Award is unique because it recognizes youth who have overcome difficult situations in their lives by making positive changes and by exhibiting strength and determination in the face of adversity. The young people we recognize have had a positive influence on themselves and those around them and often have not had any official recognition.

This award encompasses all youth; youth who have not finished school, youth in traditional classroom settings, youth in alternative schools and emancipated youth.

All nominees are recognized at a dinner held locally. They all receive an award commemorating their achievement and a gift bag. Award winners will also receive \$500 for tuition, fees, books, materials, and tools.

Levels of Recognition

Award recipients are determined through a nomination and selection process. A selection committee comprised of representatives from the county and local jurisdictions screens all nominations and selects 7 nominees to be recognized at a county-wide celebration in the spring of each year.

Who Can Nominate?

Anyone who knows a deserving young person not related to the youth who has risen to meet challenges while maintaining a positive attitude and serving as a role model for other teens can submit a nomination.

Applicants must meet the following requirements:

- 1) Resident of Clear Creek County (CO) at the time of application
- 2) Must be 13-19 years of age as of December 31, 2021

All applications are held confidential within the Clear Creek County Department of Human Services.

Questions: Please reach out to Lauren Courtney, Department of Human Services, Lauren.Courtney@state.co.us

OR

Tracy Troia, Department of Human Services, Tracy.Troia@state.co.us

Sincerely,



Tracy Troia
Clear Creek County
Department of Health and Human Services
Coordinator, Mayors and Commissioners Youth Award

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award



Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

2021-2022 Nomination Form Mayors and Commissioners Youth Award

Details

1. Nomination forms must be received no later **than Friday, March 18, 2022.**
Nominations will not be accepted after this date.
2. Please indicate if any part of this information should be kept **confidential**.
3. Nominee's age as of December 31, 2021 must be between 13 and 19.

Step 1 **Tell us about your nominee.** (Please enter information in the fields below and fill the form out completely.) **PLEASE TYPE OR PRINT LEGIBLY.**

Date:

Name of Nominee:

Nominee's Phone: Home

Cell

Address:

City:

Zip Code:

Nominee's email:

Nominee's age as of 12/31/2021

Date of Birth:

If student, school attending:

Grade Level (if applicable):

Nominator's Name:

Nominator's Phone: Work

Cell

Address:

City:

Zip Code:

Nominator's Relationship to Nominee:

Nominator's Email:

Additional Contact Person:

Phone: Home

Cell

Address:

City:

Zip Code:

Relationship to Nominee:

Email:

To the best of my knowledge, all the information provided in this application is true and reflects the nominee accurately. I have made note of specific information about the nominee that needs to be kept confidential.

Signature of Nominator

Date

Step 2 Tell us why your nominee deserves this award.

Please be as specific as you can and use additional sheets if necessary. Pertinent supplementary material may be included. (Please fill this form out completely by typing or printing legibly in the form fields below.) Very brief, illegible, or nominations with incomplete information, may not be given as much consideration.

Provide as much information and as many specific examples as possible. (Examples might include: overcoming physical, emotional, or other challenges; providing financial or emotional support to family and friends; care of sick or elderly sibling, parent, or friend; **providing positive leadership and role modeling** for other youth; positive behavioral changes; and **community involvement**.)

1. Describe the personal adversity, difficult environment, or limitations your nominee has overcome.
2. What were the key factors that helped your nominee turn his or her adversity to advantage?
3. In what ways has your nominee benefited other youth, their family, or their community?
This category must include community service and/or school sponsored program (sports or club).
4. Why do you feel your nominee should receive this award?

Clear
Creek
County
Mayors
and
Commissioners
Youth
Award



Our Mission

To identify and recognize teenagers who have overcome obstacles and have risen to challenges life has presented.

Post Office Box 2000
Georgetown, Colorado
80444

Telephone:
303-679-2364

Fax:
303-679-2443

April 20, 2022

To Whom It May Concern;

The Clear Creek County Mayors and Commissioners Youth Award recognizes teenagers between the ages of 13 and 19 who have overcome difficult situations in their lives by making positive changes and by exhibiting strength and determination in the face of adversity. The young people recognized are youth who have triumphed over adversities and serve as inspirations and role models and often have not had any official recognition.

The awards program provides business, community, and civic leaders an opportunity to actively demonstrate their belief in and support for the young people in our communities.

The nominees will be recognized at an Award Ceremony dinner and the awarded recipients will receive a plaque commemorating their achievement, a gift bag that includes a laptop, mouse, earbuds, and 1-year subscription to Microsoft Office, and a \$500 award to an institution of higher learning, driver's education, summer camp, or club sport of their choosing.

We are asking for your heartfelt contribution to this worthy cause to help fund the program with the goal of someday growing the program into a \$1000 scholarship.

Your donation is a continuous reflection of the ever-increasing dedication, enthusiasm and love for the people our community!

Contributions should be made out to: Clear Creek Mayors and Commissioners Youth Award, and sent to P.O. Box 2000, Georgetown, Colorado 80444.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Troia".

Tracy Troia
MCYA Coordinator
Clear Creek County
Department of Health and Human Services

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
APRIL 30, 2022

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	17,486.23
01-00-1111	MONEY MARKET -3504	4,519,066.11
01-00-1113	PETTY CASH CHECKING ACCOUNT	1,630.21
01-00-1115	EVERGREEN NAT'L-- PR CKG -2114	26,957.26
01-00-1117	COLOTRUST--GENERAL -8001	481,054.12
01-00-1118	COLOTRUST--RAMP FUND -8002	202,277.93
01-00-1119	CSAFE--GENERAL -97-01	3,490,321.59
01-00-1120	CSAFE STEET BONDS -97-02	325,655.12
01-00-1175	CASH CLEARING - UTILITIES	910.74

TOTAL COMBINED CASH 9,065,359.31

01-00-1000 CASH ALLOCATED TO OTHER FUNDS (9,065,359.31)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,670,253.84
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	9,419.25
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	723,197.67
21	ALLOCATION TO IMPROVEMENT FUND	2,169,190.20
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	84,712.43
23	ALLOCATION TO 1% STREET SALES TAX	1,886,249.80
51	ALLOCATION TO WATER FUND	1,258,824.16
52	ALLOCATION TO WASTEWATER FUND	1,244,954.07
59	ALLOCATION TO PARKING ENTERPRISE FUND	43,133.23
71	ALLOCATION TO POLICE PENSION FUND	6,025.65

TOTAL ALLOCATIONS TO OTHER FUNDS 9,095,960.30

ALLOCATION FROM COMBINED CASH FUND - 01-00-1000 (9,065,359.31)

ZERO PROOF IF ALLOCATIONS BALANCE 30,600.99

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	1,670,253.84	
10-00-1113	PETTY CASH	18,289.09	
10-00-1120	CASH W/COUNTY TREASURER	21,552.74	
10-00-1150	A/R--BILLED ACCOUNTS	10,293.47	
10-00-1165	OTHER RECEIVABLES	262,741.10	
10-00-1167	PROPERTY TAXES RECEIVABLE	200,124.99	
10-00-1275	2005 ADVANCE DUE FR WF	60,252.59	
10-00-1276	2005 ADVANCE DUE FR WWF	10,711.55	
10-00-1580	SUSPENSE	(878.56)	
	TOTAL ASSETS		2,253,340.81

LIABILITIES AND EQUITY

LIABILITIES

10-00-2015	ACCRUED PAYROLL PAYABLE	61,891.30	
10-00-2020	ACCOUNTS PAYABLE	59,817.70	
10-00-2040	PREPAID BUSINESS LICENSES	3,000.00	
10-00-2060	COURT BONDS	2,400.00	
10-00-2120	DEFERRED PROPERTY TAXES	200,124.99	
10-00-2223	STATE WITHHOLDINGS PAYABLE	53.00	
10-00-2230	HEALTH INSURANCE PAYABLE	3,870.00	
10-00-2231	DENTAL INSURANCE PAYABLE	95.50	
10-00-2236	UNEMPLOYMENT PAYABLE	256.00	
10-00-2238	LIFE INSURANCE PAYABLE	7.00	
10-00-2239	VISION - PAYABLE	6.50	
10-00-2401	DEVELOPER LIABILITIES	3,195.00	
	TOTAL LIABILITIES		334,716.99

FUND EQUITY

10-00-2600	FUND BALANCE	2,011,468.34	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(92,844.52)	
	BALANCE - CURRENT DATE	(92,844.52)	
	TOTAL FUND EQUITY		1,918,623.82
	TOTAL LIABILITIES AND EQUITY		2,253,340.81

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PROPERTY, SALES & USE TAXES</u>						
10-00-3110 PROPERTY TAXES	62,848.67	75,891.55	22,353.87	82,024.60	180,000	45.6
10-00-3120 SPECIFIC OWNERSHIP TAX	6,135.76	6,863.63	1,856.34	8,118.91	20,000	40.6
10-00-3130 SALES TAX (1/2)	463,521.85	495,608.86	137,083.13	546,438.90	1,950,000	28.0
10-00-3135 BUILDING USE TAX (2/3)	25,371.68	3,698.28	1,194.26	12,960.84	72,000	18.0
10-00-3136 MOTOR VEHICLE USE TAX	.00	29,160.48	9,588.63	41,452.29	34,000	121.9
10-00-3182 FRANCHISE-PUBLIC SERVICE	28,015.09	31,264.79	9,659.80	36,374.15	90,000	40.4
10-00-3183 FRANCHISE-CABLE--COMCAST	3,090.81	3,181.54	.00	3,112.86	30,000	10.4
10-00-3184 FRANCHISE-QWEST/CENTURYLINK	651.00	582.00	.00	393.50	1,000	39.4
TOTAL PROPERTY, SALES & USE TAXES	589,634.86	646,251.13	181,736.03	730,876.05	2,377,000	30.8
<u>LICENSES & PERMITS</u>						
10-00-3211 LIQUOR LICENSE	1,637.50	3,416.25	450.00	1,866.25	9,000	20.7
10-00-3216 BUSINESS LICENSE	5,235.00	4,721.50	550.00	4,542.50	11,000	41.3
10-00-3221 BUILDING PERMITS	19,117.66	14,022.21	2,601.60	21,657.99	75,000	28.9
10-00-3222 CONTRACTOR'S LICENSE	2,800.00	3,400.00	500.00	3,300.00	8,000	41.3
10-00-3225 FINGERPRINTS	.00	.00	.00	.00	50	.0
10-00-3227 REPORTS/COPIES/FAX	421.75	613.50	90.25	517.25	1,500	34.5
10-00-3229 OTHER LICENSES/PERMITS	6,375.00	4,475.00	8,725.00	16,912.50	20,000	84.6
10-00-3240 PLAN REVIEW/COMMISSION FEES	53.52	100.00	.00	300.00	1,000	30.0
TOTAL LICENSES & PERMITS	35,640.43	30,748.46	12,916.85	49,096.49	125,550	39.1
<u>OTHER TAXES</u>						
10-00-3301 MOTOR VEHICLE REG. FEES	2,574.95	2,311.74	557.12	3,042.77	8,000	38.0
10-00-3304 MARIJUANA SPECIAL SALES TAX	23,136.45	29,337.44	9,846.94	28,102.68	130,000	21.6
10-00-3305 STATE SHARED CIGARETTE TAX	1,858.52	2,240.19	.00	2,218.89	5,500	40.3
10-00-3306 COUNTY ROAD & BRIDGE TAX	30,817.95	35,942.24	58,167.17	58,167.17	305,000	19.1
10-00-3307 SEVERENCE TAX	.00	.00	.00	.00	50,000	.0
10-00-3309 HIGHWAY USERS TAX	20,879.78	18,132.10	6,169.18	20,307.31	60,000	33.9
10-00-3380 OPERATIONAL GRANTS	15,000.00	.00	.00	.00	25,000	.0
10-00-3385 FED'L GRANT--AMER. RECOVERY PL	.00	.00	.00	.00	224,455	.0
TOTAL OTHER TAXES	94,267.65	87,963.71	74,740.41	111,838.82	807,955	13.8
<u>FINES</u>						
10-00-3550 FINES	35,614.50	20,146.00	2,502.50	10,312.78	75,000	13.8
10-00-3555 PARKING FINES	4,445.00	1,905.00	380.00	1,095.00	8,000	13.7
TOTAL FINES	40,059.50	22,051.00	2,882.50	11,407.78	83,000	13.7

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	5,784.16	246.84	266.07	601.39	1,000	60.1
10-00-3602 ARGO MINE/DEVELOPER ACCOUNT	.00	800.00	.00	.00	0	.0
10-00-3603 DEVELOPER ACCOUNT PAYMENTS	.00	20,562.12	.00	.00	15,000	.0
10-00-3604 DONATIONS	.00	.00	180.00	360.00	0	.0
10-00-3610 CEMETERY FEES	1,400.00	1,500.00	750.00	750.00	4,000	18.8
10-00-3620 LEASES/RENT	21,735.96	22,226.88	10,790.92	28,771.80	65,000	44.3
10-00-3680 REIMBURSEMENT/REFUNDS	2,112.91	17,203.47	.00	.00	30,000	.0
10-00-3690 MISCELLANEOUS REVENUE	3,901.68	1,717.15	2,109.33	6,048.86	10,000	60.5
10-00-3691 CONVENIENCE FEES	2,940.00	3,337.00	481.00	3,245.00	11,000	29.5
TOTAL MISCELLANEOUS	37,874.71	67,593.46	14,577.32	39,777.05	136,000	29.3
<u>INTERFUND TRANSFERS</u>						
10-00-3921 TRANSFERS FROM STI FUND	.00	.00	.00	6,250.00	25,000	25.0
TOTAL INTERFUND TRANSFERS	.00	.00	.00	6,250.00	25,000	25.0
TOTAL FUND REVENUE	797,477.15	854,607.76	286,853.11	949,246.19	3,554,505	26.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
--	------------------	------------------	-------------	------------	--------	------

STREETS EXPENDITURES

10-10-4102	SALARIES	16,573.12	16,956.72	3,968.00	17,761.60	51,586	34.4
10-10-4103	HOURLY	49,508.79	51,651.17	9,515.39	56,073.94	157,000	35.7
10-10-4104	OVERTIME	741.60	493.37	.00	222.81	3,000	7.4
10-10-4201	FICA	3,941.29	4,090.65	794.41	4,393.28	12,500	35.2
10-10-4202	MEDICARE	921.82	956.70	185.80	1,027.49	3,000	34.3
10-10-4203	HEALTH INS.	8,213.05	8,003.80	2,657.99	12,842.87	26,000	49.4
10-10-4204	LIFE INS.	105.13	105.27	26.25	117.57	315	37.3
10-10-4205	DEFERRED COMP	1,603.29	1,697.43	301.45	1,678.34	5,000	33.6
10-10-4206	UNEMPLOYMENT	197.55	205.96	26.96	148.17	600	24.7
10-10-4207	DISABILITY INSURANCE	.00	.00	.00	.00	1,600	.0
10-10-4209	DENTAL INSURANCE	425.91	456.63	128.00	608.00	1,400	43.4
10-10-5101	LEGAL	.00	.00	.00	.00	500	.0
10-10-5103	ENGINEERING	.00	6,254.00	.00	.00	10,000	.0
10-10-5107	SURVEY	.00	.00	.00	.00	1,500	.0
10-10-5108	OTHER PROFESSIONAL SERVICES	5,278.00	6,363.26	1,515.38	6,466.40	14,000	46.2
10-10-5202	DISPOSAL-TRASH	36.50	.00	.00	.00	500	.0
10-10-5207	MAINT./REPAIRS-SERVICES	2,185.27	1,948.65	.00	.00	3,000	.0
10-10-5208	MAINT./REPAIRS-BUILDING	341.08	262.00	.00	303.96	1,500	20.3
10-10-5212	TRAINING	.00	.00	.00	.00	500	.0
10-10-5213	MEDICAL	.00	60.00	.00	.00	200	.0
10-10-5215	EMPLOYEE INCENTIVE	5.00	.00	.00	.00	1,500	.0
10-10-5300	CIRSA W/C INSURANCE	5,152.25	6,274.39	3,637.40	7,274.80	13,000	56.0
10-10-5301	CIRSA P/C INSURANCE	9,993.60	9,321.48	5,072.61	10,145.23	19,000	53.4
10-10-5303	TELEPHONE	340.14	445.35	142.47	570.59	1,500	38.0
10-10-5304	DUES & PUBLICATIONS	.00	.00	.00	355.00	350	101.4
10-10-5305	TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-10-5306	EQUIPMENT RENTAL	.00	.00	.00	.00	1,000	.0
10-10-5310	POSTAGE	.00	.00	.00	.00	250	.0
10-10-5313	ADVERTISING	.00	.00	.00	23.48	200	11.7
10-10-5314	INSURANCE CLAIMS	.00	2,500.00	.00	.00	5,000	.0
10-10-5325	PRINTING	.00	.00	.00	6.01	0	.0
10-10-5330	COMMUNICATION EQUIPMENT	44.97	.00	.00	.00	100	.0
10-10-5335	CELL/INTERNET SERVICE	1,370.73	938.47	102.94	1,164.47	3,600	32.4
10-10-6001	ELECTRICITY & GAS	27,277.81	21,964.43	6,097.47	24,930.93	77,000	32.4
10-10-6007	MATERIALS/SUPPLIES/EQUIP	3,381.05	415.00	.00	84.96	8,000	1.1
10-10-6010	MATERIALS/SUPPLIES/OFFICE	1,015.01	571.64	18.99	305.97	2,000	15.3
10-10-6012	GAS/OIL-EQUIPMENT	525.85	.00	.00	1,063.47	1,200	88.6
10-10-6020	TOOLS	658.34	1,087.33	95.09	259.95	2,000	13.0
10-10-6022	SAFETY ITEMS	.00	35.99	.00	.00	800	.0
10-10-6040	OCCUPATIONAL EQUIP/SAFETY	229.08	476.07	.00	.00	1,000	.0
10-10-6050	WATER/SEWER	859.28	757.12	.00	254.74	2,500	10.2
10-10-6085	STREET LAMPS	.00	.00	.00	.00	10,000	.0
10-10-6091	SIGNS	949.05	2,184.54	62.68	880.36	6,000	14.7
10-10-6093	PAINT	5.99	541.20	.00	.00	2,000	.0
10-10-6095	SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096	ASPHALT/CURB & GUTTER--R&M	929.15	875.00	1,800.00	1,800.00	50,000	3.6
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	3,430.83	.00	.00	9,268.33	15,000	61.8
10-10-6150	FLEET MAINT	1,821.30	2,448.82	21.57	3,548.13	7,200	49.3
10-10-6191	FLEET FUEL	3,644.47	4,720.49	.00	4,038.20	15,500	26.1
10-10-6192	FLEET TIRES	876.81	915.92	.00	.00	4,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193 FLEET SUPPLIES	950.04	160.24	549.12	970.71	5,000	19.4
10-10-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	139.00	.00	.00	200	.0
10-10-7011 COMPUTER SOFTWARE	.00	.00	.00	93.75	0	.0
TOTAL STREETS EXPENDITURES	152,533.15	156,298.09	36,719.97	168,684.51	559,801	30.1

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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ADMINISTRATION EXPENDITURES

10-20-4101	MAYOR/COUNCIL	9,600.00	9,600.00	.00	10,800.01	43,200	25.0
10-20-4102	SALARY	76,703.34	59,952.24	23,049.60	99,576.00	299,665	33.2
10-20-4103	HOURLY	43,698.05	33,219.25	7,172.16	25,077.91	106,134	23.6
10-20-4104	OVERTIME	.00	.00	.00	.00	1,000	.0
10-20-4201	FICA	7,803.89	6,191.38	1,806.82	8,174.73	20,000	40.9
10-20-4202	MEDICARE	1,825.16	1,448.02	422.58	1,911.88	4,600	41.6
10-20-4203	HEALTH INS.	15,025.60	8,981.11	3,981.80	13,066.21	30,200	43.3
10-20-4204	LIFE INS.	143.24	93.80	33.25	125.08	300	41.7
10-20-4205	DEFERRED COMP	5,363.45	4,064.40	815.76	3,590.44	12,000	29.9
10-20-4206	UNEMPLOYMENT	300.68	209.68	60.08	250.41	660	37.9
10-20-4207	DISABILITY INSURANCE	.00	.00	.00	.00	2,285	.0
10-20-4209	DENTAL INSURANCE	956.00	654.40	221.20	762.04	2,100	36.3
10-20-5050	COUNTY TREASURER'S FEES	2,046.37	2,598.07	447.12	1,660.09	7,500	22.1
10-20-5101	LEGAL	40,385.45	54,524.55	23,225.45	57,283.50	185,000	31.0
10-20-5102	AUDIT	.00	.00	.00	3,900.00	6,000	65.0
10-20-5103	ENGINEERING SERVICES	.00	.00	.00	5,544.00	5,000	110.9
10-20-5104	FINANCIAL SERVICES	.00	.00	.00	8,625.00	25,000	34.5
10-20-5105	LAND USE	.00	10,625.00	.00	.00	25,000	.0
10-20-5106	IT SERVICES	.00	.00	.00	.00	12,000	.0
10-20-5107	SURVEYING	.00	3,200.00	.00	1,833.33	5,000	36.7
10-20-5108	OTHER CONTRACTUAL SERVICES	18,018.08	53,439.48	1,647.96	7,490.16	80,000	9.4
10-20-5207	REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	4,000	.0
10-20-5208	REPAIR/MAINTENANCE-BUILDING	3,647.79	107.27	.00	149.99	5,000	3.0
10-20-5210	MEETING EXPENSE	783.80	536.90	.00	374.47	1,000	37.5
10-20-5212	EDUCATION & TRAINING	1,060.00	869.00	.00	715.00	2,500	28.6
10-20-5215	EMPLOYEE INCENTIVE	25.00	20.00	155.00	155.00	1,500	10.3
10-20-5220	ELECTION	8,860.89	.00	.00	.00	2,000	.0
10-20-5225	BOARDS & COMMISSIONS	14.49	.00	.00	1,159.00	1,000	115.9
10-20-5300	CIRSA W/C INSURANCE	2,186.31	302.37	181.87	363.74	600	60.6
10-20-5301	CIRSA P/C INSURANCE	4,103.48	7,568.74	4,822.61	9,645.23	16,000	60.3
10-20-5303	TELEPHONE	340.14	445.35	142.47	570.59	1,800	31.7
10-20-5304	DUES & PUBLICATIONS	1,701.00	1,336.00	.00	1,278.00	4,300	29.7
10-20-5305	TRAVEL & MEALS	570.21	.00	.00	.00	2,000	.0
10-20-5309	CONTRACT OFFICE EQUIP.	1,032.16	1,131.04	140.00	2,179.08	4,200	51.9
10-20-5310	POSTAGE, SHIPPING, BOX RENT	1,071.85	476.34	265.00	807.93	3,000	26.9
10-20-5312	LEGAL PUBLICATIONS	1,739.98	1,137.33	498.72	1,100.60	4,000	27.5
10-20-5313	ADVERTISING	.00	195.00	.00	.00	1,000	.0
10-20-5314	INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316	RECORDING DOCUMENTS	512.50	632.00	.00	332.00	1,400	23.7
10-20-5322	CODIFICATION	2,816.00	995.00	.00	110.00	4,000	2.8
10-20-5325	PRINTING	1,350.00	22.50	99.16	734.12	2,000	36.7
10-20-5335	CELL/INTERNET SERVICE	974.57	1,170.50	255.04	1,339.16	3,000	44.6
10-20-5340	PAYMENT PROCESSING FEES	2,470.45	1,858.03	21.00	2,512.94	8,000	31.4
10-20-6001	ELECTRICITY & GAS	2,228.60	55.41	417.15	1,895.77	3,800	49.9
10-20-6010	MATERIALS/SUPPLIES/OFFICE	1,401.81	1,006.77	200.75	1,273.81	4,000	31.9
10-20-6020	FLAGS	.00	683.72	.00	.00	1,000	.0
10-20-6050	WATER/SEWER	828.80	485.16	.00	254.74	2,000	12.7
10-20-6060	REFUNDS	.00	.00	.00	.00	1,500	.0
10-20-6500	MISCELLANEOUS EXPENSE	.00	.00	.00	.00	1,000	.0
10-20-7010	OFFICE EQUIPMENT/COMPUTERS	5,188.37	185.60	.00	230.28	5,000	4.6
10-20-7011	COMPUTER SOFTWARE	1,680.00	725.00	.00	5,634.75	8,000	70.4
10-20-7020	PUBLIC ENGAGEMENT	.00	.00	.00	.00	10,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010 MISC. CASH OVER/SHORT	.00	14.66-	.00	.00	0	.0
TOTAL ADMINISTRATION EXPENDITURES	268,457.51	270,731.75	70,082.55	282,486.99	982,244	28.8

COMMUNITY PROMOTION

10-21-5030 HSIS/ VISITOR CENTER	7,035.00	5,917.50	.00	11,667.50	46,670	25.0
10-21-5032 MISC. EVENTS	.00	.00	500.00	500.00	2,500	20.0
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	.00	2,000.00	.00	.00	2,000	.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	1,000	.0
10-21-5038 MISC. ORGANIZATION REQUEST	5,150.00	41,072.51	.00	1,952.83	7,500	26.0
10-21-5039 BEAUTIFICATION	.00	.00	.00	160.82	9,000	1.8
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	18,327	.0
10-21-5041 HISTORIC SITES & FACILITIES	43.63	.00	122.94	647.46	5,000	13.0
10-21-5050 4TH OF JULY	13,576.00	.00	.00	50.00	32,000	.2
10-21-5060 WEBCAM ON MINER STREET	.00	.00	.00	.00	528	.0
10-21-5430 VISITOR CTR BLDG MAINTENANCE	1,110.29	1,095.98	4,596.30	13,460.72	45,000	29.9
TOTAL COMMUNITY PROMOTION	26,914.92	50,085.99	5,219.24	28,439.33	173,025	16.4

BUILDING INSPECTOR

10-22-5000 OPERATIONS CONTRACTUAL	16,655.18	8,621.71	2,141.27	17,426.54	75,000	23.2
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	3,000	.0
TOTAL BUILDING INSPECTOR	16,655.18	8,621.71	2,141.27	17,426.54	78,000	22.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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POLICE EXPENDITURES

10-30-4102 SALARIES	32,966.70	24,932.02	8,561.60	38,323.32	189,712	20.2
10-30-4103 HOURLY	210,889.95	218,119.17	32,536.76	135,682.40	448,490	30.3
10-30-4104 OVERTIME	6,645.84	4,816.81	.00	479.88	16,000	3.0
10-30-4105 HOLIDAY	1,756.16	2,477.52	.00	352.16	5,000	7.0
10-30-4109 HOURLY - CIVILIAN	.00	.00	12,432.00	49,764.31	161,616	30.8
10-30-4201 FICA	2,744.71	2,785.84	712.72	3,222.72	8,378	38.5
10-30-4202 MEDICARE	3,541.36	3,488.52	737.75	3,106.17	10,650	29.2
10-30-4203 HEALTH INS.	27,596.00	29,078.33	9,093.60	35,737.62	101,672	35.2
10-30-4204 LIFE INS.	337.62	317.80	67.20	247.80	960	25.8
10-30-4205 DEFERRED COMP	1,640.29	1,707.75	436.72	1,960.60	5,000	39.2
10-30-4206 UNEMPLOYMENT	754.81	748.78	108.68	447.68	2,269	19.7
10-30-4207 DISABILITY INSURANCE	.00	.00	.00	.00	5,484	.0
10-30-4209 DENTAL INSURANCE	1,686.40	1,808.21	544.00	2,176.00	5,834	37.3
10-30-4210 PENSION FPPA	19,038.80	18,567.51	4,087.77	16,880.83	55,000	30.7
10-30-5101 LEGAL	987.50	.00	297.50	8,713.23	15,000	58.1
10-30-5105 OTHER CONTRACT SERVICES	18,439.53	77,994.23	31,574.26	31,574.26	260,318	12.1
10-30-5108 OTHER PROFESSIONAL SERVICES	4,318.00	6,218.26	1,635.38	11,876.41	6,000	197.9
10-30-5109 POLYGRAPH/PSY EXAM	848.70	1,498.70	.00	767.70	2,200	34.9
10-30-5207 REPAIR/MAINT-SERVICES	.00	951.86	650.00	650.00	3,000	21.7
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	287.65	49.99	.00	1,342.57	2,000	67.1
10-30-5212 TRAINING	.00	240.00	.00	600.00	6,850	8.8
10-30-5213 MEDICAL/BLOOD DRAW	.00	.00	.00	600.00	1,500	40.0
10-30-5215 EMPLOYEE INCENTIVE	140.00	70.00	75.00	4,543.52	3,500	129.8
10-30-5300 CIRSA W/C INSURANCE	12,109.25	8,776.22	3,455.53	6,911.06	16,000	43.2
10-30-5301 CIRSA P/C INSURANCE	9,993.60	20,796.21	11,811.07	23,622.13	42,000	56.2
10-30-5303 TELEPHONE	601.47	548.63	142.47	570.59	2,000	28.5
10-30-5304 DUES & PUBLICATIONS	793.08	741.64	540.00	1,640.00	1,000	164.0
10-30-5305 TRAVEL & MEALS	26.00	711.83	100.06	154.61	1,000	15.5
10-30-5309 CONTRACT OFFICE EQUIP.	498.26	1,003.52	.00	170.00	1,300	13.1
10-30-5310 POSTAGE, SHIPPING, BOX RENT	89.55	172.95	.00	129.78	800	16.2
10-30-5314 INSURANCE CLAIMS	119.26	.00	.00	3,314.40	3,000	110.5
10-30-5325 PRINTING	622.30	957.91	.00	400.08	1,500	26.7
10-30-5326 TOWING	205.00	24.99	.00	.00	800	.0
10-30-5330 COMMUNICATIONS EQUIPMENT	.00	1,038.50	.00	107.14	500	21.4
10-30-5335 CELL/INTERNET SERVICE	2,069.94	2,293.29	488.46	1,953.81	8,500	23.0
10-30-5350 PUBLIC EDUCATION/RELATIONS	160.00	40.04	.00	.00	200	.0
10-30-6001 ELECTRICITY & GAS	792.10	1,368.38	314.50	1,602.18	3,500	45.8
10-30-6010 MATERIALS/SUPPLIES/OFFICE	535.48	638.22	46.45	2,356.93	2,000	117.9
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	1,090.94	522.99	74.97	376.96	1,750	21.5
10-30-6030 UNIFORMS	261.42	1,606.77	274.19	862.66	16,000	5.4
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	2,849.80	3,196.21	4,375.00	5,061.00	3,500	144.6
10-30-6045 AMMUNITION	.00	76.99	.00	.00	3,000	.0
10-30-6050 WATER/SEWER	462.30	534.87	.00	272.15	1,100	24.7
10-30-6100 FLEET MAINTENANCE	3,214.08	16,895.48	10.07	772.16	15,000	5.2
10-30-6191 FLEET FUEL	6,665.34	7,039.34	.00	5,243.57	23,000	22.8
10-30-6192 FLEET TIRES	.00	1,490.44	.00	283.24	2,500	11.3
10-30-6193 FLEET SUPPLIES	39.58	9.55	26.56	114.35	300	38.1
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	1,583.10	3,081.00	5,089.61	6,973.60	3,200	217.9
10-30-7012 COMMUNICATION PURCHASES	.00	.00	.00	.00	800	.0
TOTAL POLICE EXPENDITURES	379,401.67	469,437.27	130,297.88	411,941.58	1,470,683	28.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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COURT EXPENDITURES

10-40-4103	HOURLY	6,713.12	7,667.32	1,989.60	8,930.87	25,869	34.5
10-40-4201	FICA	397.43	455.46	118.38	533.81	1,367	39.1
10-40-4202	MEDICARE	92.91	106.51	27.68	124.82	320	39.0
10-40-4203	HEALTH INS.	1,073.60	969.52	288.80	1,155.20	3,133	36.9
10-40-4204	LIFE INS.	14.00	14.00	3.50	14.00	42	33.3
10-40-4206	UNEMPLOYMENT	20.13	22.99	3.98	17.85	69	25.9
10-40-4209	DENTAL INSURANCE	56.00	56.00	14.00	56.00	168	33.3
10-40-5101	LEGAL FEES	.00	150.00	502.50	502.50	500	100.5
10-40-5110	JUDGE RETAINER	6,400.00	8,000.00	1,600.00	6,400.00	19,200	33.3
10-40-5115	PROSECUTOR	5,187.60	5,187.60	1,540.32	6,161.28	19,000	32.4
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	.00	.00	.00	.00	200	.0
10-40-5304	DUES & PUBLICATIONS	.00	.00	.00	22.00	30	73.3
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	.00	.00	.00	100	.0
10-40-5325	PRINTING	.00	.00	.00	12.50	0	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	.00	.00	100	.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES		19,954.79	22,629.40	6,088.76	23,930.83	70,378	34.0

FIRE DEPARTMENT

10-50-5050	TRANSFER CCCESD	32,695.00	64,637.50	.00	72,250.00	129,275	55.9
TOTAL FIRE DEPARTMENT		32,695.00	64,637.50	.00	72,250.00	129,275	55.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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PARKS EXPENDITURES

10-60-4103	HOURLY	12,856.18	12,259.86	3,231.63	15,511.82	57,381	27.0
10-60-4104	OVERTIME	1,415.26	1,157.90	.00	543.21	4,000	13.6
10-60-4201	FICA	849.06	793.86	190.85	957.37	2,672	35.8
10-60-4202	MEDICARE	198.58	185.66	44.63	223.89	626	35.8
10-60-4203	HEALTH INS.	2,147.20	1,939.05	577.60	2,310.40	6,388	36.2
10-60-4204	LIFE INS.	28.00	28.00	7.00	21.00	84	25.0
10-60-4206	UNEMPLOYMENT	42.81	40.23	6.46	32.10	135	23.8
10-60-4207	DISABILITY INSURANCE	.00	.00	.00	.00	457	.0
10-60-5108	OTHER PROFESSIONAL SERVICES	.00	2,702.00	2,839.00	2,839.00	30,000	9.5
10-60-5202	DISPOSAL	1,241.55	1,291.20	.00	1,190.33	3,000	39.7
10-60-5207	REPAIR/MAINT-SERVICES	367.00	.00	.00	.00	2,500	.0
10-60-5208	MAINT./REPAIRS-BUILDING	.00	.00	.00	.00	250	.0
10-60-5212	TRAINING	17.94	.00	.00	.00	150	.0
10-60-5213	MEDICAL	60.00	.00	.00	.00	100	.0
10-60-5215	EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300	CIRSA W/C INSURANCE	1,687.09	302.38	363.74	727.48	1,500	48.5
10-60-5301	CIRSA P/C INSURANCE	.00	.00	.00	.00	1,000	.0
10-60-5304	DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-60-5305	TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-60-5306	EQUIPMENT RENTAL	.00	.00	.00	.00	800	.0
10-60-5314	INSURANCE CLAIMS	293.84	.00	.00	.00	1,000	.0
10-60-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335	CELL/INTERNET SERVICE	323.46	96.06	.00	103.29	375	27.5
10-60-6001	ELECTRICITY & GAS	1,851.04	2,057.44	483.23	2,343.22	6,000	39.1
10-60-6010	MATERIALS/SUPPLIES-MISC.	374.71	398.70	1,096.47	1,196.21	5,000	23.9
10-60-6012	GAS, OIL-EQUIPMENT	.00	.00	.00	262.90	200	131.5
10-60-6020	TOOLS	289.03	227.43	39.96	39.96	1,000	4.0
10-60-6022	SAFETY ITEMS	.00	.00	.00	.00	250	.0
10-60-6040	OCCUPATIONAL EQUIP/SAFETY	96.04	14.00	.00	.00	250	.0
10-60-6045	SPRINKLER PARTS	.00	.00	505.49	505.49	1,500	33.7
10-60-6050	WATER/SEWER	1,777.12	1,673.48	.00	774.21	7,500	10.3
10-60-6085	LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091	SIGNS	.00	.00	.00	.00	500	.0
10-60-6093	PAINT	28.93	.00	45.20	45.20	200	22.6
10-60-6095	SAND / GRAVEL	.00	.00	.00	.00	500	.0
10-60-6098	TREE REPLACEMENT & TRIMMING	.00	.00	.00	425.00	5,000	8.5
10-60-6099	SALTED SAND	.00	.00	.00	691.20	1,500	46.1
10-60-6150	FLEET MAINT	38.68	.00	.00	244.38	2,000	12.2
10-60-6191	FLEET FUEL	369.23	444.35	.00	690.41	3,200	21.6
10-60-6192	FLEET TIRES	.00	741.60	.00	.00	1,200	.0
10-60-6193	FLEET SUPPLIES	.00	.00	.00	94.96	800	11.9
10-60-6200	PARKS MAINT. & PARTS	481.93	898.72	292.14	669.99	8,000	8.4
10-60-6204	WEED CONTROL	23.98	.00	.00	.00	1,000	.0
10-60-6206	CHEMICALS/FERTILIZER	332.77	.00	75.52	362.91	650	55.8
10-60-6207	CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	300	.0
10-60-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	5,000	.0
TOTAL PARKS EXPENDITURES		27,191.43	27,251.92	9,798.92	32,805.93	164,618	19.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	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	.00	4,125.00	.00	4,125.00	16,500	25.0
TOTAL TRANSFERS	.00	4,125.00	.00	4,125.00	16,500	25.0
TOTAL FUND EXPENDITURES	923,803.65	1,073,818.63	260,348.59	1,042,090.71	3,649,524	28.6
NET REVENUE OVER EXPENDITURES	126,326.50-	219,210.87-	26,504.52	(92,844.52)	95,019-	(97.7)

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	9,419.25	
	TOTAL ASSETS		9,419.25

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	9,416.53	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2.72	
	BALANCE - CURRENT DATE	2.72	
	TOTAL FUND EQUITY		9,419.25
	TOTAL LIABILITIES AND EQUITY		9,419.25

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
15-00-3601	INTEREST EARNED	.00	1.10	1.49	2.72	10	27.2
	TOTAL MISCELLANEOUS	.00	1.10	1.49	2.72	10	27.2
	TOTAL FUND REVENUE	.00	1.10	1.49	2.72	10	27.2
	NET REVENUE OVER EXPENDITURES	.00	1.10	1.49	2.72	10	27.2

CITY OF IDAHO SPRINGS

BALANCE SHEET

APRIL 30, 2022

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	723,197.67	
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TOTAL ASSETS		723,197.67
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LIABILITIES AND EQUITYFUND EQUITY

20-00-2600	FUND BALANCE	722,843.69	
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UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	353.98	
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BALANCE - CURRENT DATE	353.98	
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TOTAL FUND EQUITY		723,197.67
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TOTAL LIABILITIES AND EQUITY		723,197.67
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CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

RAMP FUND (COLORADO BLVD)

		<u>YTD ACTUAL 2020-</u>	<u>YTD ACTUAL 2021-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>MISCELLANEOUS</u>						
20-00-3601	INTEREST EARNED	1,027.24	136.59	189.06	353.98	1,000	35.4
	TOTAL MISCELLANEOUS	1,027.24	136.59	189.06	353.98	1,000	35.4
	TOTAL FUND REVENUE	1,027.24	136.59	189.06	353.98	1,000	35.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-5103 ENGINEERING	6,787.49	.00	.00	.00	0	.0
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	35,000	.0
20-00-6024 INFRASTRUCTURE	.00	.00	.00	.00	150,000	.0
TOTAL DEPARTMENT 00	6,787.49	.00	.00	.00	185,000	.0
TOTAL FUND EXPENDITURES	6,787.49	.00	.00	.00	185,000	.0
NET REVENUE OVER EXPENDITURES	5,760.25-	136.59	189.06	353.98	184,000-	.2

CITY OF IDAHO SPRINGS

BALANCE SHEET

APRIL 30, 2022

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	2,169,190.20	
21-00-1120	CASH W/COUNTY TREASURER	7,478.18	
21-00-1165	OTHER RECEIVABLES	150,638.19	
21-00-1275	2005 ADV DUE FR WWF	62,930.30	
21-00-1276	2018 ADV DUE FR WWF	379,443.16	
21-00-1277	2019 ADV DUE FR WWF	2,241,738.00	
	TOTAL ASSETS		5,011,418.03

LIABILITIES AND EQUITYLIABILITIES

21-00-2020	ACCOUNTS PAYABLE	4,875.00	
	TOTAL LIABILITIES		4,875.00

FUND EQUITY

21-00-2600	FUND BALANCE	5,197,177.34	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(190,634.31)	
	BALANCE - CURRENT DATE	(190,634.31)	
	TOTAL FUND EQUITY		5,006,543.03
	TOTAL LIABILITIES AND EQUITY		5,011,418.03

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

IMPROVEMENT FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
21-00-3130 SALES TAX (1/4)	231,571.73	246,540.79	68,243.00	269,945.11	925,000	29.2
21-00-3135 BUILDING USE TAX (1/3)	12,398.20	21.00	.00	.00	35,000	.0
21-00-3136 MOTOR VEHICLE USE TAX	.00	14,580.24	4,794.31	20,726.14	20,000	103.6
TOTAL TAXES	243,969.93	261,142.03	73,037.31	290,671.25	980,000	29.7
<u>MISCELLANEOUS</u>						
21-00-3601 INTEREST EARNED	3,906.55	217.72	348.54	643.44	1,000	64.3
TOTAL MISCELLANEOUS	3,906.55	217.72	348.54	643.44	1,000	64.3
<u>SOURCE 37</u>						
21-00-3700 PARKING REVENUE	15,292.01	10,055.40	(43,126.41)	.00	200,000	.0
21-00-3750 STATE HISTORIC GRANTS	.00	.00	.00	.00	50,000	.0
21-00-3760 FOUNDATION GRANTS	.00	.00	.00	.00	426,000	.0
21-00-3770 GOCO/DOLA GRANTS	.00	.00	.00	.00	1,285,000	.0
21-00-3790 CDOT GRANTS	.00	.00	.00	.00	500,000	.0
TOTAL SOURCE 37	15,292.01	10,055.40	(43,126.41)	.00	2,461,000	.0
TOTAL FUND REVENUE	263,168.49	271,415.15	30,259.44	291,314.69	3,442,000	8.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

IMPROVEMENT FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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IMPROVEMENT FUND EXPENDITURES

21-00-5103 ENGINEERING	24,576.64	2,040.00	.00	.00	40,000	.0
21-00-6012 POLICE VEHICLE PURCHASE	.00	54,569.00	.00	52,617.00	55,000	95.7
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	1,337.50	.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	.00	.00	.00	224,940.39	1,050,000	21.4
21-00-6025 PW VEHICLE PURCHASE	46,759.06	.00	.00	.00	92,000	.0
21-00-6026 PD EQUIPMENT	3,012.79	22,720.00	.00	16,921.61	38,000	44.5
21-00-6027 IT EQUIPMENT	.00	16,395.75	.00	7,138.00	7,500	95.2
21-00-6028 STREETScape/MALL IMPROVEMENTS	.00	7,195.00	.00	6,275.00	200,000	3.1
21-00-6030 BUSINESS IMPROVEMENT GRANTS	3,889.65	1,518.19	.00	.00	0	.0
21-00-7041 MUSEUM BUILDING IMPROVEMENT	.00	.00	.00	7,800.00	17,500	44.6
21-00-7042 LIBRARY BUILDING IMPROVEMENT	.00	.00	.00	.00	300,000	.0
21-00-7043 LAND ACQUISITION	10,394.32	395.72	.00	110,000.00	900,000	12.2
21-00-7044 PW FACILITY PROJECT	.00	.00	.00	2,640.00	1,250,000	.2
21-00-7045 POLICE STATION IMPROVEMENTS	.00	.00	.00	10,405.00	10,000	104.1
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	.00	.00	3,000.00	36,962.00	400,000	9.2
21-00-8253 TRANSFER TO SWU FUND	.00	.00	.00	6,250.00	25,000	25.0
TOTAL IMPROVEMENT FUND EXPENDITURE	89,969.96	104,833.66	3,000.00	481,949.00	4,495,000	10.7

HSF PROJECTS

21-61-7040 CITY HALL IMPROVEMENTS	20,329.50	.00	.00	.00	350,000	.0
21-61-7042 SITES & FACILITIES IMPROVEMENT	13,692.77	1,817.36	.00	.00	300,000	.0
TOTAL HSF PROJECTS	34,022.27	1,817.36	.00	.00	650,000	.0

TOTAL FUND EXPENDITURES	123,992.23	106,651.02	3,000.00	481,949.00	5,145,000	9.4
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NET REVENUE OVER EXPENDITURES	139,176.26	164,764.13	27,259.44	(190,634.31)	1,703,000-	(11.2)
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CITY OF IDAHO SPRINGS

BALANCE SHEET

APRIL 30, 2022

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	84,712.43	
	TOTAL ASSETS		84,712.43

LIABILITIES AND EQUITYFUND EQUITY

22-00-2600	FUND BALANCE	81,554.38	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	3,158.05	
	BALANCE - CURRENT DATE	3,158.05	
	TOTAL FUND EQUITY		84,712.43
	TOTAL LIABILITIES AND EQUITY		84,712.43

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	2,237.29	2,565.07	.00	3,133.79	10,000	31.3
	TOTAL INTERGOVERNMENTAL	2,237.29	2,565.07	.00	3,133.79	10,000	31.3
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	976.64	8.16	13.40	24.26	1,000	2.4
	TOTAL MISCELLANEOUS	976.64	8.16	13.40	24.26	1,000	2.4
	TOTAL FUND REVENUE	3,213.93	2,573.23	13.40	3,158.05	11,000	28.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

CONSERVATION TRUST FD LOTTERY

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CONSERVATION FUND EXPENDITURES</u>						
22-00-8240 PROJECTS	.00	.00	.00	.00	10,000	.0
TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	10,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	10,000	.0
NET REVENUE OVER EXPENDITURES	3,213.93	2,573.23	13.40	3,158.05	1,000	315.8

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

1% STREET SALES TAX

ASSETS

23-00-1000	CASH - COMBINED FUND	1,886,249.80	
23-00-1165	OTHER RECEIVABLES	135,321.16	
	TOTAL ASSETS		2,021,570.96

LIABILITIES AND EQUITY

FUND EQUITY

23-00-2600	FUND BALANCE	1,750,762.86	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	270,808.10	
	BALANCE - CURRENT DATE	270,808.10	
	TOTAL FUND EQUITY		2,021,570.96
	TOTAL LIABILITIES AND EQUITY		2,021,570.96

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

1% STREET SALES TAX

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>SOURCE 31</u>						
23-00-3133 SALES TAX (1/4) STREETS CIP	231,571.73	246,540.79	68,243.01	269,945.11	925,000	29.2
23-00-3136 INTEREST	4,237.10	150.52	217.00	336.56	400	84.1
23-00-3137 GRANTS	266,010.00	.00	.00	.00	0	.0
TOTAL SOURCE 31	501,818.83	246,691.31	68,460.01	270,281.67	925,400	29.2
<u>SOURCE 36</u>						
23-00-3601 INTEREST EARNED	.00	177.67	298.33	526.43	0	.0
TOTAL SOURCE 36	.00	177.67	298.33	526.43	0	.0
TOTAL FUND REVENUE	501,818.83	246,868.98	68,758.34	270,808.10	925,400	29.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

1% STREET SALES TAX

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5103 ENGINEERING	153,144.76	5,455.40	.00	.00	300,000	.0
23-00-6016 ASPHALT, CURB & GUTTER	641,180.00	.00	.00	.00	500,000	.0
23-00-6024 INFRASTRUCTURE	5,000.00	.00	.00	.00	100,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	220,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	.00	.00	.00	.00	412,312	.0
TOTAL DEPARTMENT 00	799,324.76	5,455.40	.00	.00	1,532,562	.0
TOTAL FUND EXPENDITURES	799,324.76	5,455.40	.00	.00	1,532,562	.0
NET REVENUE OVER EXPENDITURES	297,505.93-	241,413.58	68,758.34	270,808.10	607,162-	44.6

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	1,258,824.16	
51-00-1150	A/R--BILLED ACCOUNTS	12,058.73	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	295,275.10	
51-00-1610	LAND	13,231.00	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	13,405,850.73	
51-00-1631	ACCUMULATED DEPRECIATION	(8,840,056.12)	
51-00-1640	MACHINERY & EQUIPMENT	426,382.76	
51-00-1641	ACCUMULATED DEPRECIATION	(40,702.33)	
TOTAL ASSETS			6,541,304.03

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	10,221.09	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	1,135.68	
51-00-2015	ACCRUED PAYROLL PAYABLE	8,145.70	
51-00-2020	ACCOUNTS PAYABLE	11,681.36	
51-00-2251	2004 CWCBC NOTE PAYABLE--LT	581,630.86	
51-00-2254	2004 CWCBC LOAN ACCR'D INT PAYA	23,778.28	
51-00-2255	2004 CWCBC NOTE PAYABLE--CURR	44,868.87	
51-00-2256	2005 GF ADVANCE--LT PORTION	46,072.21	
51-00-2257	2005 GF ADVANCE--CURR PORTION	14,180.38	
51-00-2258	2005 GF ADVANCE ACCR'D INT PAY	903.79	
51-00-2262	2000 CWRPDA WATER LOAN--CURR	154,151.33	
51-00-2264	ACCR'D INT PAYABLE-CWRPDA LOAN	1,728.06	
TOTAL LIABILITIES			898,497.61

FUND EQUITY

51-00-2600	FUND BALANCE	3,164,248.57	
51-00-2611	CONTRIBUTED CAPITAL	150,585.00	
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00	
UNAPPROPRIATED FUND BALANCE:			
51-00-2900	RETAINED EARNINGS	1,692,302.74	
	REVENUE OVER EXPENDITURES - YTD	52,584.11	
BALANCE - CURRENT DATE		1,744,886.85	
TOTAL FUND EQUITY			5,642,806.42
TOTAL LIABILITIES AND EQUITY			6,541,304.03

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>SOURCE 33</u>						
51-00-3307 SEVERENCE TAX - FED MINERAL	.00	.00	.00	.00	6,000	.0
TOTAL SOURCE 33	.00	.00	.00	.00	6,000	.0
<u>CHARGES FOR SERVICES</u>						
51-00-3411 USAGE FEES	307,810.15	326,680.81	184,362.88	361,874.96	1,071,868	33.8
51-00-3415 LATE CHARGES	1,240.74	.00	2,279.36	4,362.96	5,000	87.3
51-00-3421 SERVICE CHARGE	300.00	.00	.00	.00	200	.0
51-00-3422 TAP FEES	25,326.50	.00	.00	.00	20,000	.0
TOTAL CHARGES FOR SERVICES	334,677.39	326,680.81	186,642.24	366,237.92	1,097,068	33.4
<u>FINES/LEASES</u>						
51-00-3500 WATER LEASE	653.21	556.22	.00	458.33	50,000	.9
TOTAL FINES/LEASES	653.21	556.22	.00	458.33	50,000	.9
<u>MISCELLANEOUS</u>						
51-00-3601 INTEREST EARNED	3,906.08	103.04	199.09	362.92	1,000	36.3
51-00-3606 HAULED	7,395.46	7,222.57	2,537.20	9,303.11	30,000	31.0
51-00-3699 OTHER INCOME	.00	1,271.22	100.00	300.00	1,000	30.0
TOTAL MISCELLANEOUS	11,301.54	8,596.83	2,836.29	9,966.03	32,000	31.1
TOTAL FUND REVENUE	346,632.14	335,833.86	189,478.53	376,662.28	1,185,068	31.8

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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OPERATIONAL EXPENDITURES

51-00-4102 SALARIES	9,171.46	.00	.00	.00	46,850	.0
51-00-4103 HOURLY	36,198.55	31,308.83	7,098.91	35,173.53	100,376	35.0
51-00-4201 FICA	2,622.68	1,783.87	407.35	2,037.35	5,735	35.5
51-00-4202 MEDICARE	613.42	417.27	95.28	476.51	1,342	35.5
51-00-4203 HEALTH INS.	11,192.81	7,728.13	1,948.91	8,221.50	24,974	32.9
51-00-4204 LIFE INS.	66.50	49.00	11.38	47.73	146	32.7
51-00-4205 DEFERRED COMP	759.67	680.65	259.82	1,181.74	200	590.9
51-00-4206 UNEMPLOYMENT	136.27	94.01	14.20	70.42	302	23.3
51-00-4207 DISABILITY INSURANCE	.00	.00	.00	.00	914	.0
51-00-4209 DENTAL INSURANCE	799.20	588.80	115.20	479.07	1,766	27.1
51-00-5000 PLANT OPERATIONS CONTRACTUAL	9,204.61	3,842.00	3,689.96	14,694.84	40,000	36.7
51-00-5101 LEGAL	1,249.63	6,914.03	244.17	2,036.66	10,000	20.4
51-00-5102 AUDIT	.00	.00	.00	1,950.00	5,000	39.0
51-00-5103 DESIGN/ENGINEERING	1,000.60	21,529.50	.00	772.00	30,000	2.6
51-00-5108 OTHER PROFESSIONAL FEES	4,820.00	14,996.96	2,697.63	7,581.03	45,000	16.9
51-00-5109 PROCESS CONTROL EQUIPMENT	.00	1,528.38	.00	.00	5,000	.0
51-00-5201 LAB TESTS	945.50	1,562.00	221.40	1,564.10	7,000	22.3
51-00-5202 TRASH DISPOSAL	229.18	296.68	95.71	404.06	850	47.5
51-00-5204 REPAIR/MAINT-PLANT	2,970.54	.00	.00	2,563.46	8,000	32.0
51-00-5206 CH. CK. SAN DIST. MAINT FEE	3,148.00	1,222.00	.00	.00	4,000	.0
51-00-5207 REPAIR/MAINT.-SERVICES	.00	3,246.97	.00	.00	8,000	.0
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	.00	.00	.00	255.00	2,000	12.8
51-00-5209 INSTRUMENT CALIBRATION	.00	.00	.00	.00	1,000	.0
51-00-5212 TRAINING	265.00	385.00	.00	.00	1,500	.0
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	30.00	.00	.00	.00	700	.0
51-00-5300 CIRSA W/C INSURANCE	2,720.31	1,247.32	727.48	1,454.96	3,800	38.3
51-00-5301 CIRSA P/C INSURANCE	9,993.60	4,410.74	2,411.30	4,822.60	14,000	34.5
51-00-5302 DISCHARGE PERMITS/LICENSES	.00	151.24	.00	.00	1,500	.0
51-00-5303 TELEPHONE	1,396.94	983.88	71.24	285.30	3,200	8.9
51-00-5304 DUES & PUBLICATIONS	.00	400.00	.00	450.00	650	69.2
51-00-5305 TRAVEL & MEALS	30.76	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	1,620.00	6,480.00	.00	3,240.00	25,000	13.0
51-00-5310 POSTAGE	117.25	570.42	.00	317.95	1,200	26.5
51-00-5312 LEGAL PUBLICATIONS	.00	1,944.60	.00	.00	3,000	.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	13.00	26.00	.00	.00	200	.0
51-00-5325 PRINTING	.00	.00	.00	7.00	500	1.4
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	1,287.96	1,656.92	523.30	2,599.32	6,200	41.9
51-00-6001 ELECTRICITY & GAS	28,222.90	19,998.63	7,475.64	28,323.35	60,000	47.2
51-00-6004 MATERIALS/SUPPLIES/PLANT	6,841.12	4,050.87	1,064.00	1,129.95	16,000	7.1
51-00-6007 MATERIALS/SUPPLIES/EQUIP	59.00	.00	.00	26.15	2,500	1.1
51-00-6010 MATERIALS/SUPPLIES/OFFICE	45.89	127.93	.00	290.53	600	48.4
51-00-6012 GAS/OIL-EQUIPMENT	.00	.00	.00	.00	800	.0
51-00-6022 SAFETY ITEMS	.00	.00	.00	.00	1,000	.0
51-00-6025 TOOLS	29.97	129.00	.00	.00	1,000	.0
51-00-6030 UNIFORMS	.00	21.00	.00	.00	200	.0
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	500	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	.00	1,527.90	.00	13.99	5,500	.3
51-00-6191 FLEET FUEL	653.44	807.40	.00	1,087.02	3,000	36.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6192 FLEET TIRES	.00	.00	.00	.00	1,000	.0
51-00-6201 CHEMICALS-CHLORINE	8,354.90	2,210.84	753.87	3,210.23	23,000	14.0
51-00-6207 CHEMICALS/LAB	431.11	.00	.00	509.86	2,500	20.4
51-00-6210 CHEMICALS-MISC.	559.37	1,799.84	.00	5,100.36	5,000	102.0
51-00-6215 CHEMICALS - CITRIC ACID	905.63	.00	.00	1,511.75	2,000	75.6
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	479.37	.00	.00	.00	6,500	.0
51-00-7011 COMPUTER SOFTWARE	.00	.00	.00	46.88	0	.0
TOTAL OPERATIONAL EXPENDITURES	148,986.14	146,718.61	29,926.75	133,936.20	543,405	24.7

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	7,786.58	8,478.36	1,984.00	8,880.80	25,793	34.4
51-15-4103 HOURLY	16,244.62	16,663.61	3,880.59	18,636.88	50,230	37.1
51-15-4104 OVERTIME	.00	.00	.00	.00	2,000	.0
51-15-4201 FICA	1,462.62	1,529.18	351.65	1,657.05	4,603	36.0
51-15-4202 MEDICARE	342.08	357.61	82.27	387.63	1,077	36.0
51-15-4203 HEALTH INS.	1,610.68	1,447.22	755.21	2,919.98	4,665	62.6
51-15-4204 LIFE INS.	35.00	34.91	9.65	37.54	104	36.1
51-15-4205 DEFERRED COMP	526.78	565.57	116.38	575.80	1,700	33.9
51-15-4206 UNEMPLOYMENT	72.09	75.50	11.75	55.11	227	24.3
51-15-4207 DISABILITY INSURANCE	.00	.00	.00	.00	914	.0
51-15-4209 DENTAL INSURANCE	84.25	83.68	35.20	135.90	250	54.4
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	49.45	.00	.00	74.50	6,500	1.2
51-15-5206 REPAIR/MAINT HYDRANTS	.00	.00	.00	.00	3,000	.0
51-15-5212 TRAINING	.00	.00	.00	.00	1,000	.0
51-15-5309 CONTRACT EQUIPMENT	.00	108.00	.00	.00	1,000	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	.00	3.43	108.00	108.00	1,000	10.8
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	1,641.62	542.86	24.99	24.99	6,500	.4
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	5,000	.0
51-15-6022 SAFETY ITEMS	93.58	28.00	.00	36.97	2,500	1.5
51-15-6025 TOOLS	.00	.00	.00	.00	3,000	.0
51-15-6191 FLEET FUEL	85.92	.00	.00	.00	0	.0
51-15-7006 METERS/ANTENNA READ BOX	2,103.46	4,102.46	4,800.74	4,800.74	7,000	68.6
TOTAL DISTRIBUTION EXPENDITURES	32,136.71	34,013.53	12,160.43	38,331.89	129,563	29.6

DEPARTMENT 72

51-72-7310 WTP UPGRADES	.00	.00	.00	.00	365,000	.0
51-72-7320 WATER DISTRIBUTION PROJECTS	.00	.00	.00	.00	175,000	.0
TOTAL DEPARTMENT 72	.00	.00	.00	.00	540,000	.0

CAPITAL EXP. EQUIPMENT

51-74-7420 VEHICLES	.00	.00	.00	.00	40,000	.0
TOTAL CAPITAL EXP. EQUIPMENT	.00	.00	.00	.00	40,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>						
51-79-5108 BANK FEES	.00	29.00	.00	.00	0	.0
51-79-8120 2005 G.F. ADVANCE--PRIN	.00	.00	.00	.00	13,100	.0
51-79-8121 NOTES PAY INTERFUND 225K-INT.	.00	.00	.00	.00	3,350	.0
51-79-8140 2004 CWCB NOTE--PRINCIPAL	30,109.66	42,685.88	.00	40,609.25	40,609	100.0
51-79-8141 2004 CWCB NOTE--INTEREST	46,463.59	33,887.37	.00	35,964.00	35,964	100.0
51-79-8144 2002 CWRPDA LOAN--PRINCIPAL	67,889.06	71,570.26	.00	73,163.16	141,840	51.6
51-79-8145 2002 CWRPDA LOAN--INTEREST	9,528.09	6,438.65	.00	2,073.67	14,177	14.6
TOTAL DEBT SERVICE	153,990.40	154,611.16	.00	151,810.08	249,040	61.0
TOTAL FUND EXPENDITURES	335,115.25	335,343.30	42,087.18	324,078.17	1,502,008	21.6
NET REVENUE OVER EXPENDITURES	11,516.89	490.56	147,391.35	52,584.11	316,940-	16.6

CITY OF IDAHO SPRINGS

BALANCE SHEET

APRIL 30, 2022

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	1,244,954.07	
52-00-1125	CASH W/ FISCAL AGT--CWRPDA '19	10,000.00	
52-00-1126	CASH W/ FISCAL AGT--CWRPDA '20	264,384.61	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	247,342.41	
52-00-1165	OTHER RECEIVABLES	34,568.08	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	19,892,572.56	
52-00-1631	ACCUMULATED DEPRECIATION	(6,745,408.11)	
52-00-1640	MACHINERY & EQUIPMENT	397,633.00	
52-00-1641	ACCUMULATED DEPRECIATION	(35,297.55)	
TOTAL ASSETS			15,927,638.23

LIABILITIES AND EQUITYLIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	10,637.45	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	1,181.94	
52-00-2015	ACCURED PAYROLL PAYABLE	8,145.53	
52-00-2020	ACCOUNTS PAYABLE	17,746.57	
52-00-2021	RETAINAGE PAYABLE	199,250.50	
52-00-2246	2005 STX IMPVT FD ADV--LT	48,119.68	
52-00-2247	2005 STX IMPVT FD ADV--CURRENT	14,810.62	
52-00-2256	2005 GF ADVANCE PAYABLE--LT	8,190.59	
52-00-2257	2005 GF ADV PAYABLE--CURRENT	2,520.96	
52-00-2258	2005 GF ADV ACCR'D INT PAY	160.67	
52-00-2266	2018 STX IMPVT ADVANCE--LT	379,443.16	
52-00-2276	2019 STX IMPVT ADV--LT PORTION	2,241,738.00	
52-00-2530	2019 CWRPDA LOAN	2,755,428.39	
52-00-2531	2019 CWRPDA LOAN--CURR PORTION	95,089.86	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,375.43	
52-00-2548	2005 STX IMPVT ADV ACCR'D INT	943.96	
52-00-2550	2020 CWRPDA LOAN--LT	2,897,885.41	
52-00-2551	2020 CWRPDA LOAN--CURR PORTION	94,380.24	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,493.55	
TOTAL LIABILITIES			8,780,542.51

FUND EQUITY

52-00-2600	FUND BALANCE	5,691,505.64	
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	55,410.78	
BALANCE - CURRENT DATE			865,669.08
TOTAL FUND EQUITY			7,147,095.72

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

WASTEWATER FUND

TOTAL LIABILITIES AND EQUITY

15,927,638.23

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WASTEWATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
52-00-3411 USER FEES	280,777.15	292,329.02	159,144.54	318,378.57	1,159,461	27.5
52-00-3415 LATE CHARGES	959.03	.00	1,735.71	3,316.92	6,000	55.3
52-00-3421 SERVICE	.00	.00	.00	(2,905.73)	0	.0
52-00-3422 TAP FEES	44,596.10	.00	.00	.00	20,000	.0
TOTAL CHARGES FOR SERVICES	326,332.28	292,329.02	160,880.25	318,789.76	1,185,461	26.9
<u>MISCELLANEOUS</u>						
52-00-3601 INTEREST EARNED	3,906.06	584.00	191.43	340.00	1,500	22.7
52-00-3699 OTHER INCOME	2,130.00	600.00	200.00	5,429.45	3,000	181.0
TOTAL MISCELLANEOUS	6,036.06	1,184.00	391.43	5,769.45	4,500	128.2
<u>SOURCE 38</u>						
52-00-3890 DOLA GRANT	.00	.00	34,568.08	34,568.08	0	.0
TOTAL SOURCE 38	.00	.00	34,568.08	34,568.08	0	.0
TOTAL FUND REVENUE	332,368.34	293,513.02	195,839.76	359,127.29	1,189,961	30.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WASTEWATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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OPERATIONAL EXPENDITURES

52-00-4102 SALARIES	9,171.46	.00	.00	.00	46,850	.0
52-00-4103 HOURLY	36,198.41	31,308.55	7,098.84	35,173.29	100,376	35.0
52-00-4104 OVERTIME	.00	.00	.00	.00	2,000	.0
52-00-4201 FICA	2,622.48	1,783.63	407.31	2,037.13	5,735	35.5
52-00-4202 MEDICARE	613.24	417.08	95.24	476.40	1,342	35.5
52-00-4203 HEALTH INSURANCE	11,192.79	7,728.08	1,948.89	8,221.46	24,976	32.9
52-00-4204 LIFE INS.	66.50	49.00	11.37	47.71	146	32.7
52-00-4205 DEFERRED COMP	759.62	680.59	259.81	1,181.68	2,000	59.1
52-00-4206 UNEMPLOYMENT	135.85	93.77	14.18	70.18	300	23.4
52-00-4207 DISABILITY INSURANCE	.00	.00	.00	.00	914	.0
52-00-4209 DENTAL INSURANCE	799.20	588.80	115.20	479.08	1,766	27.1
52-00-5000 PLANT OPERATIONS CONTRACTUAL	7,930.84	10,661.56	2,132.96	14,912.05	40,000	37.3
52-00-5101 LEGAL	510.00	.00	.00	.00	5,000	.0
52-00-5102 AUDIT	.00	.00	.00	1,950.00	5,000	39.0
52-00-5103 DESIGN/ENGINEERING	2,213.64	1,016.00	.00	3,282.00	8,000	41.0
52-00-5108 OTHER PROFESSIONAL FEES	3,787.00	6,709.01	1,157.63	4,952.46	38,000	13.0
52-00-5109 PROCESS CONTROL EQUIPMENT	611.04	576.90	.00	.00	3,000	.0
52-00-5201 LAB TESTS	3,743.58	2,136.81	869.40	3,007.80	8,000	37.6
52-00-5202 DISPOSAL-TRASH	295.50	917.72	453.00	1,830.75	3,500	52.3
52-00-5204 REPAIR/MAINT.-PLANT	5,366.79	7,358.45	.00	1,402.00	70,000	2.0
52-00-5206 CH. CREEK SAN DIST MAINT FEE	565.00	.00	153.00	604.00	2,000	30.2
52-00-5207 REPAIR/MAINT-SERVICES	555.28	2,863.82	.00	.00	8,000	.0
52-00-5208 REPAIR MAINT - INSTRUMENTS	.00	.00	.00	48.30	1,500	3.2
52-00-5209 INSTRUMENT CALIBRATION	.00	.00	.00	.00	500	.0
52-00-5212 TRAINING	215.00	124.95	.00	.00	1,500	.0
52-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215 EMPLOYEE INCENTIVE	30.00	.00	.00	.00	200	.0
52-00-5250 SLUDGE REMOVAL	18,855.85	9,389.99	2,735.91	5,103.44	32,000	16.0
52-00-5300 CIRSA W/C INSURANCE	2,720.29	1,247.32	727.48	1,454.96	3,800	38.3
52-00-5301 CIRSA P/C INSURANCE	9,993.61	4,410.75	2,411.31	4,822.61	14,000	34.5
52-00-5302 DISCHARGE PERMITS/LICENSES	.00	.00	.00	.00	5,000	.0
52-00-5303 TELEPHONE	340.11	222.69	71.24	285.30	1,500	19.0
52-00-5305 TRAVEL & MEALS	30.76	.00	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	1,620.00	6,480.00	1,620.00	4,860.00	25,000	19.4
52-00-5310 POSTAGE & SHIPPING	117.25	567.21	.00	636.62	1,200	53.1
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	1,408.91	.00	.00	.00	2,500	.0
52-00-5316 RECORDING DOCUMENTS	.00	26.00	.00	.00	300	.0
52-00-5325 PRINTING	544.57	.00	.00	7.00	1,000	.7
52-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335 CELL/INTERNET SERVICE	1,082.00	13,199.92	2,620.53	10,969.35	38,000	28.9
52-00-5390 UCCWA	2,062.00	.00	.00	1,313.09	2,500	52.5
52-00-6001 ELECTRICITY & GAS	25,255.72	34,950.27	6,928.51	31,293.26	85,000	36.8
52-00-6004 MATERIALS/SUPPLIES/PLANT	2,077.00	.00	63.79	269.75	4,200	6.4
52-00-6007 MATERIALS/SUPPLIES/EQUIP	4.90	2,476.92	.00	558.22	4,000	14.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	1,440.78	240.67	.00	607.42	2,500	24.3
52-00-6012 GAS/OIL-EQUIPMENT	593.09	.00	.00	.00	2,000	.0
52-00-6022 SAFETY ITEMS	259.60	10.99	.00	.00	500	.0
52-00-6025 TOOLS	.00	.00	11.37	135.24	1,000	13.5
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	126.14	.00	10.99	500	2.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WASTEWATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6150 FLEET MAINT	.00	28.03	.00	.00	800	.0
52-00-6191 FLEET FUEL	653.44	807.40	.00	1,009.56	3,300	30.6
52-00-6192 FLEET TIRES	.00	.00	.00	.00	1,000	.0
52-00-6193 FLEET SUPPLIES	.00	2.99	.00	26.04	200	13.0
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	121.50	.00	1,681.87	8,449.65	8,500	99.4
52-00-6210 CHEMICALS-MISC.	13,887.02	1,050.00	7,163.95	8,068.05	25,000	32.3
52-00-7011 COMPUTER SOFTWARE	.00	.00	.00	46.87	0	.0
TOTAL OPERATIONAL EXPENDITURES	170,451.62	150,252.01	40,752.79	159,603.71	647,305	24.7

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	7,786.56	8,478.36	1,984.00	8,880.80	25,793	34.4
52-16-4103 HOURLY	16,244.56	16,663.57	3,880.58	18,636.82	50,230	37.1
52-16-4104 OVERTIME	.00	.00	.00	.00	2,000	.0
52-16-4201 FICA	1,462.52	1,529.00	351.63	1,656.91	4,603	36.0
52-16-4202 MEDICARE	341.99	357.57	82.21	387.45	1,077	36.0
52-16-4203 HEALTH INSURANCE	1,610.67	1,447.23	755.20	2,919.98	4,665	62.6
52-16-4204 LIFE INS.	34.87	34.82	9.60	37.37	104	35.9
52-16-4205 DEFERRED COMP	526.76	565.43	116.38	575.72	1,700	33.9
52-16-4206 UNEMPLOYMENT	72.12	75.35	11.71	54.95	227	24.2
52-16-4207 DISABILITY INSURANCE	.00	.00	.00	.00	914	.0
52-16-4209 DENTAL INSURANCE	84.24	83.69	35.20	135.91	250	54.4
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	800	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	473.53	21.96	1,457.94	1,457.94	5,000	29.2
52-16-6022 SAFETY ITEMS	73.59	14.00	.00	.00	2,500	.0
52-16-6025 TOOLS	.00	.00	20.26	20.26	1,500	1.4
52-16-6191 FLEET FUEL	85.92	.00	.00	.00	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	28,797.33	29,270.98	8,704.71	34,764.11	104,863	33.2

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	.00	.00	.00	124.95	350,000	.0
52-72-7320 WW COLLECTION PROJECTS	.00	.00	.00	.00	50,000	.0
TOTAL DEPARTMENT 72	.00	.00	.00	124.95	400,000	.0

CAPITAL EXP. EQUIPMENT

52-74-7420 VEHICLES	.00	.00	.00	.00	40,000	.0
TOTAL CAPITAL EXP. EQUIPMENT	.00	.00	.00	.00	40,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

WASTEWATER FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>						
52-79-8101 2020 CWRPDA--PRINCIPAL	7,734.35	47,249.03	47,131.21	47,131.21	94,498	49.9
52-79-8102 2020 CWRPDA--INTEREST	1,250.00	7,362.84	7,480.66	7,480.66	14,726	50.8
52-79-8107 NOTES PAY INTERFUND 275K-PRIN	.00	.00	.00	.00	13,683	.0
52-79-8108 NOTES PAY INTERFUND 275K-INT.	.00	.00	.00	.00	3,498	.0
52-79-8109 2019 CWRPDA--PRINCIPAL	.00	.00	47,485.57	47,485.57	0	.0
52-79-8110 2019 CWRPDA--INTEREST	.00	.00	7,126.30	7,126.30	0	.0
TOTAL DEBT SERVICE	8,984.35	54,611.87	109,223.74	109,223.74	126,405	86.4
TOTAL FUND EXPENDITURES	208,233.30	234,134.86	158,681.24	303,716.51	1,318,573	23.0
NET REVENUE OVER EXPENDITURES	124,135.04	59,378.16	37,158.52	55,410.78	128,612-	43.1

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	43,133.23	
	TOTAL ASSETS		43,133.23

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE; REVENUE OVER EXPENDITURES - YTD	43,133.23		
BALANCE - CURRENT DATE		43,133.23	
TOTAL FUND EQUITY			43,133.23
TOTAL LIABILITIES AND EQUITY			43,133.23

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

PARKING ENTERPRISE FUND

	YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
59-00-3491 PARKING FEES	.00	.00	43,126.41	43,126.41	0	.0
TOTAL CHARGES FOR SERVICES	.00	.00	43,126.41	43,126.41	0	.0
<u>MISCELLANEOUS</u>						
59-00-3601 INTEREST EARNED	.00	.00	6.82	6.82	0	.0
TOTAL MISCELLANEOUS	.00	.00	6.82	6.82	0	.0
TOTAL FUND REVENUE	.00	.00	43,133.23	43,133.23	0	.0
NET REVENUE OVER EXPENDITURES	.00	.00	43,133.23	43,133.23	0	.0

CITY OF IDAHO SPRINGS
BALANCE SHEET
APRIL 30, 2022

POLICE PENSION FUND

ASSETS

71-00-1000	CASH - COMBINED FUND	6,025.65	
	TOTAL ASSETS		6,025.65

LIABILITIES AND EQUITY

FUND EQUITY

71-00-2600	FUND BALANCE	7,063.10	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(1,037.45)	
	BALANCE - CURRENT DATE	(1,037.45)	
	TOTAL FUND EQUITY		6,025.65
	TOTAL LIABILITIES AND EQUITY		6,025.65

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

POLICE PENSION FUND

		YTD ACTUAL 2020-	YTD ACTUAL 2021-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>MISCELLANEOUS</u>						
71-00-3601	INTEREST EARNED	.00	1.61-	.96	1.75	0	.0
	TOTAL MISCELLANEOUS	.00	1.61-	.96	1.75	0	.0
	<u>INTERFUND TRANSFERS</u>						
71-00-3910	TRANSFER FROM GENERAL FUND	.00	4,125.00	.00	4,125.00	16,500	25.0
	TOTAL INTERFUND TRANSFERS	.00	4,125.00	.00	4,125.00	16,500	25.0
	TOTAL FUND REVENUE	.00	4,123.39	.96	4,126.75	16,500	25.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

POLICE PENSION FUND

		<u>YTD ACTUAL 2020-</u>	<u>YTD ACTUAL 2021-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>POLICE PENSION EXPENDITURES</u>						
71-00-4103	PENSION BENEFIT PAYMENT	5,164.20	5,164.20	1,147.60	5,164.20	16,500	31.3
	TOTAL POLICE PENSION EXPENDITURES	5,164.20	5,164.20	1,147.60	5,164.20	16,500	31.3
	TOTAL FUND EXPENDITURES	5,164.20	5,164.20	1,147.60	5,164.20	16,500	31.3
	NET REVENUE OVER EXPENDITURES	5,164.20-	1,040.81-	(1,146.64)	(1,037.45)	0	.0

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Resolution No. 8, Series 2022

A RESOLUTION APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT FOR REGION 10

WHEREAS, local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic;

WHEREAS, the State of Colorado and numerous local governments within the State, including the City of Idaho Springs, Colorado (“City”), executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado as settlements of the nationwide lawsuits are completed;

WHEREAS, the City has received a proposed Intergovernmental Agreement (IGA) that assumes and incorporates the definitions and provisions contained in the Colorado MOU, and this IGA shall be construed in conformity with the Colorado MOU, and all Opioid Funds, regardless of allocation, shall be used for Approved Purposes as identified in the Colorado MOU; and

WHEREAS, in accordance with the Colorado MOU, participating local governments must organize themselves into “Regions,” as further depicted in Exhibit E to the Colorado MOU (the “Colorado Regions”); and

WHEREAS, Clear Creek County, Gilpin County and Jefferson County constitute one of the regions established by the Colorado MOU (the “Region” or “Region 10”);

WHEREAS, regions within the State of Colorado are eligible for a direct allocation of Opioid Funds through a Regional Share as detailed in the Colorado MOU;

WHEREAS, the Colorado MOU also establishes the procedures by which each Colorado Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council to manage the Opioid Funds; and

WHEREAS, the City Council for the City of Idaho Springs desires to enter into the proposed Region 10 Colorado Opioid Intergovernmental Agreement to detail the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

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

The attached Colorado Regional Opioid Intergovernmental Agreement for Region 10 is hereby approved. The Mayor and City Clerk are authorized to execute the same and to take all such further actions necessary to effectuate its terms.

RESOLVED, APPROVED, and ADOPTED this 23rd day of May, 2022.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

(Region 10 - Clear Creek County, Gilpin County and Jefferson County)

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL

AGREEMENT (the "Agreement") is dated _____, 2022 (the "Effective Date") and is by and between the County of Jefferson, State of Colorado ("Jefferson County"), County of Clear Creek, State of Colorado ("Clear Creek County"), County of Gilpin, State of Colorado ("Gilpin County"), City of Arvada, City of Black Hawk, Town of Bow Mar, City of Central City, City of Edgewater, Town of Empire, Town of Georgetown, City of Golden, City of Idaho Springs, City of Lakewood, City of Littleton, Town of Morrison, Town of Mountain View, Town of Silver Plume, Town of Superior, City of Westminster, and City of Wheatridge, each individually herein a "Party" and collectively the "Parties" of the "Participating Local Governments."

RECITALS

A. Communities throughout the state of Colorado are suffering from the epidemic of opioid addiction; this epidemic has not only affected individuals and families across the state, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction.

B. Local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic.

C. The State of Colorado and numerous local governments within the State of Colorado, each a "Participating Local Government," executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado as settlements of the nationwide lawsuits are completed.

D. This Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU, and all Opioid Funds, regardless of allocation, shall be used for Approved Purposes as identified in the Colorado MOU.

E. In accordance with the Colorado MOU, Participating Local Governments shall organize themselves into "Regions," as further depicted in Exhibit E to the Colorado MOU (the "Colorado Regions").

F. Clear Creek County, Gilpin County and Jefferson County constitute one of the regions established by the Colorado MOU (the "Region" or "Region 10").

G. Regions within the State of Colorado are eligible for a direct allocation of Opioid Funds through a Regional Share as detailed in the Colorado MOU.

H. The Colorado MOU also establishes the procedures by which each Colorado Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation.

I. The procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council to manage the Opioid Funds.

J. The undersigned Participating Local Governments desire to enter into this Agreement and to detail the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of this Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in this Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU which are incorporated herein by reference. Unless the context clearly requires a distinction between this Agreement and the Colorado MOU, all references to "Agreement" shall include the Colorado MOU.
3. **TERM.** The Agreement will commence on the effective date of the Colorado MOU which is anticipated to be on or about January 2, 2022, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement.
4. **REGIONAL COUNCIL.**

4.1. Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds is administered. The purpose of this Agreement is to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. A local government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

4.2. Duties. The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of Region 10 and following the procedures outlined in the

Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing two-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

4.3. Membership. The Parties agree that the Region 10 Regional Council shall consist of three (3) County Members, three (3) rotating City Members, three (3) public health representatives, three (3) human service department representatives, three (3) law enforcement representative and one (1) court system representative along with the non-voting members all as more particularly described below shall be referred to herein as the “Regional Council Members” or “Regional Council.” **Note: All voting members of the Regional Council MUST be an employee of one of the Participating Local Governments as set forth in the Colorado MOU or governmental representatives or elected officials as set forth in the Colorado Attorney General’s Interpretation of Section F5(a) of the Colorado Opioids Settlement Memorandum of Understanding dated January 18, 2022, or such other interpretations as may be issued by the Colorado Attorney General’s Office from time to time.** The Parties may interpret this Agreement such that it is consistent with opinions or positions of the Office of the Colorado Attorney General without revisions to the Agreement.

4.3.1. County Voting Members.

4.3.1.1. County Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) County Voting Member to the Regional Council (collectively, the “County Members” or the “County Voting Members”). The County Voting Member for each county may be a current elected County Commissioner or a senior member of staff with decision making authority for such Participating Local Government at such Parties’ discretion, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.1.2. Alternate County Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated County Voting Member described above (the “Alternate County Voting Member”).

4.3.1.3. County Voting Member Term. There shall be no restriction on the term of a County Voting Member or Alternate County Voting Member. Each county shall appoint such County Voting Member and Alternate County Voting Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such county’s policies and procedures. Any changes in the County Voting Member or

Alternate County Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.1.4. County Voting Member Removal. A county may, in its sole discretion, remove its appointed County Voting Member or Alternate County Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.2. City Voting Members.

4.3.2.1. City Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) city, town or municipality voting member to the Regional Council (collectively, the “City Voting Members”) from among the cities, towns or municipalities that are Participating Local Governments within each jurisdiction. The City Voting Member for each jurisdiction may be an elected official, city/town manager or a senior member of city/town staff with decision making authority for such Participating Local Government, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.2.2. Alternate City Voting Member. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall also appoint one alternate representative to serve on the Regional Council in the absence of the designated City Voting Member described above (the “Alternate City Voting Member”). For simplicity with the rotating the City Voting Members, the parties should select an Alternate City Voting Member from the same Participating Local Government as the City Voting Member; provided however, the Alternate City Voting Member does not have to be from the same Participating Local Government.

4.3.2.3. City Voting Member Term. Any City Voting Member shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the City Voting Members shall be a rotating member and a new city, town or municipality within each county shall be designated every two years; however, if no city, town or municipality member of the Participating Local Governments volunteers or desires to be on the Regional Council, there is no requirement that the City Voting Member rotate and each county shall appoint the City Voting Member they deem most appropriate for the position. Any changes in the City

Voting Member or Alternate City Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.2.4. Removal. Each county may remove its designated City Voting Member at any time. If so removed, the county shall appoint a replacement representative to fill the remainder of the removed City Voting Member's term. Fulfilling an incomplete term is not considered part of the two-year term. Written notice of the removal and election should be provided to the Regional Fiscal Agent and the Regional Fiscal Agent will assist with the election process.

4.3.3. Public Health Voting Members.

4.3.3.1. Public Health Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Public Health Voting Member to the Regional Council (collectively, the "Public Health Voting Members") from among the Participating Local Governments within each jurisdiction. The Public Health Voting Member for each county should be a member of the public health department staff with decision making authority for such Participating Local Government with relevant public health experience, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.3.2. Alternate Public Health Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Public Health Voting Member described above (the "Alternate Public Health Voting Member"). The Alternate Public Health Voting Member shall be a member of the public health department staff of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.3.3. Public Health Voting Member Term. There shall be no restriction on the term of a Public Health Voting Member or Alternate Public Health Voting Member. Any changes in the Public Health Voting Member or Alternate Public Health Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.3.4. Public Health Voting Member Removal. A county may, in its sole discretion, remove its appointed Public Health Voting Member or Alternate Public Health Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.4. Human Services Voting Members.

4.3.4.1. Human Services Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Human Services Voting Member to the Regional Council (collectively, the “Human Services Voting Members”) from among the Participating Local Governments within each jurisdiction. The Human Services Voting Member for each county should be a city/town/county manager or a senior member of staff within the human services department with decision making authority for such Participating Local Government with relevant human services experience, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.4.2. Alternate Human Services Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Human Services Voting Member described above (the “Alternate Human Services Voting Member”). The Alternate Human Services Voting Member shall be a member of the human services department of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.4.3. Human Services Voting Member Term. There shall be no restriction on the term of a Human Services Voting Member or Alternate Human Services Voting Member. Any changes in the Human Services Voting Member or Alternate Human Services Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.4.4. Human Services Voting Member Removal. A county may, in its sole discretion, remove its appointed Human Services Voting Member or Alternate Human Services Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.5. Law Enforcement Voting Member.

4.3.5.1. Law Enforcement Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Law Enforcement Voting Member to the Regional Council (collectively, the “Law Enforcement Voting Members”) from among the Participating Local Governments experience within each jurisdiction. The Law Enforcement Voting Member may be an

elected official, city/town/county manager or a senior member of staff with decision making authority for such Participating Local Government with relevant law enforcement experience and may include the sheriff, police, district attorney or other law enforcement officials consistent with the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. Such party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.5.2. Alternate Law Enforcement Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Law Enforcement Voting Member described above (the "Alternate Law Enforcement Voting Member"). The Alternate Law Enforcement Voting Member shall be an employee of a Participating Local Government or governmental representative consistent with the terms of the Colorado MOU, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.5.3. Law Enforcement Voting Member Term. Any Law Enforcement Voting Members shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the Law Enforcement Voting Member shall be a rotating member and a new representative within each county shall be designated every two years; however, if no law enforcement members of Participating Local Governments volunteer or desire to be on the Regional Council, there is no requirement that the Law Enforcement Voting Member rotate and each county shall appoint the Law Enforcement Voting Member they deem most appropriate for the position. Any changes in the Law Enforcement Voting Member or Alternate Law Enforcement Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6. Court System Voting Member.

4.3.6.1. Court System Voting Member Designation. Each of the then acting County Members shall nominate an individual, as provided in this Section 4.3.6, from the courts system within each county to act as the "Court System Voting Member." The Court System Voting Member may include the judges, magistrates, or other court system officials; provided, that, such voting member must be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of

the appointment. The current County Members shall unanimously approve the appointment of the Court System Voting Member as provided in this Section 4.3.6. The County Members shall provide information of its appointment of the Court System Voting Member to the Regional Fiscal Agent as described below.

4.3.6.2. Alternate Court System Voting Member. The County Members shall be entitled to nominate and appoint one alternate representative to serve on the Regional Council in the absence of the designated County System Voting Member described above (the “Alternate Court System Voting Member”). The Alternate Court System Voting Member shall be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General’s interpretation of the Colorado MOU as stated in Section 4.3 above, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.6.3. Court System Voting Member Term and Voting. Any Court System Voting Members shall serve a term of two (2) years from the date of appointment or until a successor is duly elected. The County Members shall vote every two years to determine whether the Court System Voting Member shall continue as appointed or if the parties desire to appoint a different representative to the position. All of the County Members shall agree upon any appointment to the Court System Voting Member. Any changes in the Court System Voting Member or Alternate Court System Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6.4. Court System Voting Member Removal. The County Members may, in their sole discretion, remove their appointed Court System Voting Member or Alternate Court System Voting Member from the Regional Council at any time by a unanimous vote and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.7. Non-Voting Members. Non-voting members shall serve in an advisory capacity to the Regional Council. Any non-voting members shall be appointed by the Voting Members of the Regional Council as provided herein (“Non-Voting Members”) and shall be comprised of the following:

- Representatives from behavioral health providers;
- Representatives from health care providers;
- Recovery/treatment experts;
- Other Participating Local Government representatives;
- A representative from the Attorney General’s Office; and
- Community representative(s), preferably those with lived experience with the opioid crisis.

Non-Voting Members will be provided an opportunity to participate in the Regional Council as set forth herein without executing this Agreement or any amendment thereto. The Regional Council will use reasonable efforts to avoid appointing providers who receive, or may receive, Opioid Funds as Non-Voting Members; however, if a provider does receive Opioid Funds and participates as a Non-Voting Member such conflict of interest shall be disclosed at *each* meeting. Further the Regional Council will use reasonable efforts to maintain a diversity and equitable distribution of Non-Voting Members from across all three jurisdictions which reflects the populations and composition of the counties within the Region. For purposes of this Agreement, there may be some non-discretionary Non-Voting Members and some discretionary Non-Voting Members as defined below.

4.3.7.1. Discretionary Non-Voting Members.

4.3.7.1.1. Discretionary Non-Voting Members

Designation. The Voting Members of the Regional Council shall nominate potential parties to serve as advisors to the Regional Council. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. The parties shall confirm a nominee's willingness to participate on the Regional Council and at a regularly called meeting of the Regional Council vote on the appointment of the Discretionary Non-Voting Members. The selected Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.1.2. Discretionary Non-Voting Member Term. Any Discretionary Non-Voting Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. Discretionary Non-Voting Member shall serve at the pleasure of the Regional Council and there is no limit on the number of terms that a Discretionary Non-Voting Member may serve. Any changes in the Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.1.3. Removal. The Voting Members of the Regional Council may, by super majority approval, remove a Discretionary Non-Voting Member at any time.

4.3.7.2. Non-Discretionary Non-Voting Members.

4.3.7.2.1. Non-Discretionary Non-Voting Members

Designation. In order to provide an incentive for additional parties to enter into the Colorado MOU and join the nationwide settlements, it may be necessary to appoint Non-Discretionary

Non-Voting Members to the Regional Council. If a school district of any size or a fire district covering a population of 25,000 or greater within the Region executes the Colorado MOU and provides notice to the Regional Council of such party's desire to exercise their rights to a Non-Discretionary Non-Voting Membership on the Regional Council, then the County Member from the county in which such party is organized shall appoint a representative from such school district or fire district as a Non-Discretionary Non-Voting Member to the Regional Council. The other Members of the Regional Council shall not object to the appointment of Non-Discretionary Non-Voting Members so long as such entity has executed the Colorado MOU and the nationwide settlements as required by Participating Local Governments. The selected Non-Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.2.2. Non-Discretionary Non-Voting Member Term. Any Non-Discretionary Non-Voting Members shall serve until a successor is duly appointed. Non-Discretionary Non-Voting Member shall serve at the pleasure of the underlying school district or large fire district provided that the County Member shall make the formal appointment to the Regional Council after consultation with such school district or large fire district, and there is no limit on the number of terms that a Non-Discretionary Non-Voting Member may serve. Any changes in the Non-Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.2.3. Removal. The County Members of the Regional Council may, by super majority approval, remove a Non-Voting Member at any time and the underlying school district or large fire district will be required to nominate a different individual for appointment as a Non-Discretionary Non-Voting Member.

4.3.8. Regional Council Member Commitments. Regional Council Voting Members and Non-Voting Members are expected to attend all regular and special meetings of the Regional Council unless formally excused from the meeting. If a Member does not attend at least 75%, excluding excused absences, of the duly called meetings of the Regional Council in a calendar year, such Member, Voting or Non-Voting, may be removed and each county, the County Members, or the Regional Council, as applicable, may appoint a new Voting or Alternate Voting Member to the position who can meet the above commitments.

4.4. Powers and Governance. Except as otherwise provided herein, the Regional Council, acting by and through the Voting Members, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Regional Council as of the Effective Date until such time as the Bylaws are amended as provided therein. Any governing documents must be consistent with the other provisions in this Agreement and the Colorado MOU.

4.5. Authority. The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the Regional Council's Fiscal Agent at the time the issue arises; provided, that, if there is a conflict among the parties, legal counsel for the Regional Council's Fiscal Agent may recommend separate legal counsel for the parties.

4.6. Collaboration. The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

4.7. Transparency. The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

4.8. Conflicts of Interest and Ethics. Members of the Regional Council shall abide by the ethics laws and conflict-of-interest rules applicable to local government officials under local and state law.

4.9. Decision Making. The Regional Council shall seek to make all decisions by consensus. In making decisions the Regional Council shall consider equity, which includes division of Opioid Funds in accordance with both populations of each county geographic region, the degree of impact of the opioid crisis in each geographic region, and economies of scale that may be achieved by consolidating resources. In the event consensus cannot be achieved, the Regional Council shall make decisions by a super majority vote of its Voting Members. For purposes of this Agreement, super majority vote shall have the meaning set forth in the Bylaws.

4.10. Compensation. Members of the Regional Council shall not receive compensation for their services. Individual Participating Local Governments may provide for reimbursement of a participant's reasonable and necessary expenses incurred on behalf of, and authorized by, the Regional Council to the extent permitted by law.

5. REGIONAL FISCAL AGENT.

5.1. Purpose. According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

5.2. Designation. The Parties to this Agreement hereby designate Jefferson County as the fiscal agent for the Region (the "Regional Fiscal Agent").

5.3. Duties. Jefferson County, as the Regional Fiscal Agent, shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional Fiscal Agent shall perform certain recordkeeping duties outlined below.

5.3.1. Opioid Funds. The Regional Fiscal Agent shall receive all Opioid Funds as distributed by the Abatement Council. The Opioid Funds shall be segregated from other funds held by the Regional Fiscal Agent, which may be accomplished by creating a separate fund or account to hold the proceeds or as otherwise required by the Colorado MOU. Upon direction by the Regional Council, the Regional Fiscal Agent shall make any such Opioid Funds available to the Regional Council or their authorized designees. At this time, the LG shares will not be pooled and shall remain separate or as directed by each Participating Local Government in accordance with the terms of the Colorado MOU. Any individual Participating Local Government may elect to include its LG shares with the Regional Council's Opioid Funds by making such election to the Regional Fiscal Agent and notifying the Abatement Council as necessary. Such election to pool its LG shares shall be applicable until such election is withdrawn by written notice to the Regional Fiscal Agent and the Abatement Council. Once LG shares are pooled with the Opioid Funds for the Region, they will not be separated and will be distributed constituent with the direction of the Regional Council as with all of the Opioid Funds. Notices to withdraw the pooling election will only be applicable for funds received after the withdrawal notice has been submitted and will not be retroactive.

5.3.2. Reporting. On an annual basis, as determined by the Abatement Council, the Regional Fiscal Agent shall provide to the Abatement Council with the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its two-year plan.

5.3.3. Recordkeeping. The Regional Fiscal Agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

5.4. Authority. The Regional Fiscal Agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional Fiscal Agent.

5.5. Principal Office. The principal office of the Regional Council shall be the Regional Fiscal Agent's address at the Jefferson County Finance Office, 100 Jefferson County Parkway, Suite 4550 Golden, CO 80419. Written notice of any change in the location of the Regional Council's principal office shall be provided in advance to all of the Participating Local Governments and the Abatement Council.

6. REGIONAL TWO-YEAR PLAN.

6.1. Requirements. In accordance with the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a two-year plan identifying the Approved Purposes for which the requested funds will be used.

6.2. Development of Two-Year Plan. In developing a two-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a two-year plan.

6.3. Amendment. At any point, a Regional Council's two-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

7. ABATEMENT COUNCIL REGIONAL SHARE AMOUNT. If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. LIABILITY AND GOVERNMENTAL IMMUNITY.

8.1. Liability of Participating Local Governments. The Regional Council shall be responsible for directing the actions within the Region. The liability of the Regional Council is limited to the available funds of the Regional Share. The Parties acknowledge and agree that the Participating Local Governments, rather than the Regional Council, shall be the parties contracting for services for Approved Purposes pursuant to the then-current two-year plan. The Regional Council will provide the funding for the Approved Purposes and direct that funding to the appropriate Participating Local Government for implementation. For purposes of clarity, the Regional Council described herein shall not constitute a separate legal entity.

8.2. Indemnification. To the extent permitted by law, each Participating Local Government and each Non-Voting Member entity shall defend and indemnify its Members, officers, and agents in connection with any claim or actual or threatened suit, action, proceeding in which such Member may be involved in its official capacity by reason of being or having been such a Member, officer, or agent, or by reason of any action or omission by such Member or participant of the Regional Council, and shall pay any judgment resulting therefrom. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Participating Local Government or Non-Voting Member entity available for such purposes, including available insurance coverage. Each Parties' obligations to defend and indemnify its Members, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

8.3. Insurance. Each Participating Local Government shall maintain insurance or self-insure with respect to its affairs and employees against such casualties and contingencies of such types and in such amounts as such Party may determine from time to time, in its discretion.

8.4. Governmental Immunities.

8.4.1. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

8.4.2. The Parties agree that in the event any claim or suit is brought against any Parties by any third party as a result of the operation of this Agreement, all Parties will cooperate with each other, and with the insuring entities of all applicable Parties, in defending such claim or suit.

9. TERMINATION. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties.

10. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

11. NOTICES. The contact information for each Party's notice representative is designated on the signature page and such person shall be the point of contact for coordination with respect to this Agreement. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly

reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the address as indicated on the signature page for the Participating Local Government.

- 12. INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

13. GENERAL TERMS AND CONDITIONS

13.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

13.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

13.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by a super majority (75%) of the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

13.4. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

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

13.6. Statutes, Regulations, and Other Authority. Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

13.7. Compliance with the Laws. The Parties shall observe and comply with all applicable laws, including but not limited to federal, state, and local laws, regulations, rules, or ordinances that affect those employed or engaged by it with respect to this Agreement.

13.8. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

13.9. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

13.10. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

13.11. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

13.12. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

13.13. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the requesting Parties upon request.

13.14. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

CLEAR CREEK COUNTY, COLORADO

By: _____
Sean C. Wood, Chairman
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Clear Creek County
Attn: Brian D. Bosshardt, County Manager
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2490
Email: bbosshardt@clearcreekcounty.us

With a copy to:

Peter A. Lichtman, County Attorney
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2454
Email: plichtman@clearcreekcounty.us

GILPIN COUNTY, COLORADO

By and through its Board of County Commissioners

By: _____
Sandy Hollingsworth, Chair
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Gilpin County
Attn: Ray Rears, County Manager
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-582-5214 ext. 2600
Email: rrears@gilpincounty.org

With a copy to:

Bradford R. Benning, County Attorney
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-515-4377
Email: rrears@gilpincounty.org

COUNTY OF JEFFERSON

By: _____
Lesley Dahlkemper, Chair
Board of County Commissioners

Notice Contact Information:

Jefferson County
Attn: Board of County Commissioners
100 Jefferson County Parkway, Suite 5000
Golden, CO 80419
Phone: (303) 271-8525
Email: commish@jeffco.us

with copy to:

Jefferson County Attorney's Office
100 Jefferson County Parkway, Suite 5500
Golden, CO 80419
Phone: (303) 271- 8900
Email: CAOcontracts@jeffco.us

Approved as to Form:

County Attorney

CITY OF _____

By: _____

Its: _____

Notice Contact Information:

_____ City

Attn:

Mailing Address:

Phone:

Email:

Approved as to Form:

City Attorney

Exhibit A

Bylaws of Regional Council – Region 10

(See attached)

**BYLAWS OF THE
REGION 10 – OPIOID REGIONAL COUNCIL**

**ARTICLE I
PURPOSE**

1.1 Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Participating Local Governments, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds are administered. The Participating Local Governments entered into a Colorado Regional Intergovernmental Agreement dated ____, 2022 (the “Agreement”), to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. The purposes of these bylaws is to further detail the operation of the Regional Council in accordance with the terms of the Agreement and the Colorado MOU. Capitalized terms not otherwise set forth herein shall have the meaning ascribed to them in the Agreement.

**ARTICLE II
OFFICES**

2.1 Principal Office. The principal office of the Regional Council shall be located at the Jefferson County Board of County Commissioner’s Office, 100 Jefferson County Parkway, Suite 5000, CO 80419. Written notice of any change in the location of the Regional Council’s principal office shall be provided in advance to all Participating Local Governments as set forth in the Agreement.

**ARTICLE III
REGIONAL COUNCIL MEMBERSHIP**

3.1 Regional Council Membership. The Participating Local Governments as set forth in the Agreement shall select the composition of the Regional Council as set forth in the Agreement.

**ARTICLE IV
OFFICERS**

4.1 Presiding Officers. At the first Regional Council meeting of each calendar year, or such other date as mutually agreed upon by the Regional Council, the Regional Council shall elect by a Majority Vote (as defined in Section 7.2 below) from the Regional Council Voting Members a Chair and Vice-Chair who shall be the presiding officers at Regional Council meetings (the “**Presiding Officer(s)**”). Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the Regional Council present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

4.2 Term. The term of office for the Presiding Officers is one (1) year from the date of election; however, no Presiding Officer shall serve more than four (4) consecutive one-year terms. Each Presiding Officer shall hold office until their successor is duly elected or until such Presiding Officer's death, incapacity, resignation, or removal.

4.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Regional Council and the Regional Fiscal Agent and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Regional Council by Super Majority Vote (as defined in Section 7.2 below) of the Regional Council, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer. An officer of the Regional Council may be removed from the Regional Council for cause. "Cause" is defined to include failure to fully disclose conflicts of interest, misuse of confidential information, missing three consecutive Regional Council meetings, obstructive and other behavior not furthering the Regional Council's purpose, or upon removal from the Regional Council by the appropriate appointing organization.

4.4 Presiding Officer Vacancies. If the office of Chair should become vacant during the term of office, the Vice-Chair shall assume the duties of Chair. Should the office of Vice-Chair become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Regional Council during the election meeting shall be permissible.

4.5 Authority and Duties of the Chair and Vice-Chair. It shall be the responsibility of the Chair to preside at all meetings of the Regional Council, execute documents of behalf of the Regional Council, ensure that all orders and resolutions of the Regional Council are carried into effect, make appointments to committees, and be the primary liaison between the Regional Council and the Regional Fiscal Agent. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. The Presiding Officers of the Regional Council shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Regional Council, or these Bylaws, and as may be required by law.

4.6 Duties of the Secretary. The Regional Council intends to hire a third-party consultant to perform the duties generally handled by a secretary.

4.7 Regional Fiscal Agent. Jefferson County shall be the fiscal agent for the Regional Council which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Regional Council, depositing all moneys as may be designated by the Regional Council, disbursing the Opioid Funds as ordered by the Regional Council, preparing and recommending a two-year operating budget to the Regional Council by such date as established by the Regional Council consistent with the then-current two-year plan adopted by the Regional Council, and performing all other duties as may from time to time be assigned by the Regional Council or as may be required by these Bylaws or the Regional Council.

ARTICLE V

WRITTEN INSTRUMENTS AND CHECKS

5.1 Written Instruments. The Regional Council may authorize any officer(s) or agent(s) to deliver any instrument in the name of and on behalf of the Regional Council or instructions for the disbursement of funds from a QFS account in accordance with the Colorado MOU, and such authority may be general or confined to specific instances. The Chair, and Vice-Chair in the absence of the Chair, shall have general authority to execute actions in the name of the Regional Council, provided such item was properly approved by the Regional Council and with the understanding that the Regional Council is not a separate legal entity.

5.2 Checks. All checks or demands for money and notes of the Regional Council shall be signed by two (2) officers or such other person or persons as the Regional Council may from time to time designate.

ARTICLE VI

MEETINGS

6.1 Regular Meetings. Regular meetings of the Regional Council shall be held quarterly or at such other regular intervals and at such time and place as determined by the Regional Council. The Regional Council may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Regional Council.

6.2 Special Meetings. Special meetings of the Regional Council for any purpose(s) may be called at any time by the Chair, by formal resolution of the Regional Council, or informally by an electronic mail notification to the Regional Council Voting Members so long as a quorum of the Voting Members consent to the time of the special meeting.

6.3 Electronic/Virtual Meetings. Members of the Regional Council or any committee thereof may participate in a meeting of the Regional Council or committee by means of telephone conference, electronic meeting platform such as Zoom, WebEx or Teams, or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located. The Regional Council shall use best efforts to refrain from holding any meetings solely via electronic mail, although such meetings shall be permitted if the Colorado Open Meetings Laws are followed with respect to such meeting.

6.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Regional Council shall be posted as required by the Colorado Open Meetings Law. The Regional Council shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Regional Council notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Regional Council meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to

each Regional Council Member at the member's address as shown on the records of the Regional Council as soon as reasonably practicable prior to each regular meeting. Notice of special Regional Council meetings shall be given to each Regional Council Member at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the Regional Council shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Regional Council Member at a meeting shall constitute a waiver of notice of such meeting, except where a Regional Council Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Regional Fiscal Agent.

6.5 Public Meetings. All the meetings of the Regional Council, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Regional Fiscal Agent, or such other officer as the Regional Council may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

6.5.1 Executive Session. The Regional Council, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chair shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

6.6 Informal Meetings. Informal meetings of the Regional Council at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Regional Council Members at which Regional Council business is to be discussed. Notice of any such meeting shall be given to all Regional Council Members at least seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Regional Council at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Regional Council at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

6.7 Conduct of Meetings. Unless otherwise agreed to by the Regional Council, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the

Regional Council and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Regional Council action.

ARTICLE VII **VOTING**

7.1 Quorum for the Board. A quorum must be present at any Regional Council meeting for business transactions to take place and motions to pass. A quorum of the Regional Council shall be nine (9) Voting Members of the Regional Council.

7.2 Voting. All Regional Council Voting Members shall be entitled to one (1) vote on any matter coming before the Regional Council. Except as otherwise provided herein, and in Disclosures - Section 7.3 below, all actions of the Regional Council for which a vote is required shall be made and decided by a Super Majority Vote. In the cases where a "**Super Majority Vote**" is required at least 75% of the Regional Council Voting Members shall vote in favor of the item. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and twelve (12) votes will be needed to pass the item. For purposes of these Bylaws, "**Majority Vote**" shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Regional Council or committee, as applicable. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and nine (9) votes will be needed to pass the item. Majority Votes for the Regional Council are generally limited to purposes of electing the Presiding Officers and committee officers (as applicable). No Regional Council Voting Member shall abstain from voting unless abstention is required by law. In the case of a tie vote, the item will be deemed to have failed.

7.3 Disclosures. Each Regional Council Member, voting and non-voting, shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any voting member or alternative voting member or non-voting member who has a personal or private interest in any matter proposed or pending before the Regional Council after disclosure thereof shall recuse themselves from the meeting and shall refrain from attempting to influence the decision of the other members of the Regional Council on such matter.

ARTICLE IX **COMMITTEES**

9.1 Committees. The Regional Council may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Regional Council or the Chair may refer to the proper committee any matter affecting the Regional Council or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Regional Council or any of its members of any legal responsibility.

9.2 Limitations. Except in cases where these Bylaws or the Regional Council has by written resolution provided otherwise, the function of any committee is as an advisory body to the Regional Council. No member of any committee, without the prior authorization of the Regional Council or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Regional Council in any way or by any means. All such powers are expressly reserved to the Regional Council and the officers of the Regional Council.

9.3 Committee Membership. Committee members may include representatives of the Participating Local Governments, Voting and Non-Voting Members of the Regional Council and such other parties, as determined by the Regional Council. The Regional Council may appoint a Regional Council Member to serve on any committee or to act as a liaison to any committee, or both, in the Regional Council's discretion. The Regional Council may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Regional Council in its discretion.

9.4 Committee Officers. Each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time-to-time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

9.5 Committee Meetings and Recommendations. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Regional Council. As Non-Voting Members may be members of committees, all decisions of committees shall be deemed recommendations to the Regional Council and the Regional Council Voting Members shall still be required to vote on any measures recommended to such body by the committee in order to complete any formal action by the Regional Council. Rules governing procedures for meetings of any committee shall be as established by the Regional Council, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

9.6 Resignation. A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Regional Fiscal Agent of the Regional Council. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

9.7 **Vacancies.** Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Regional Council, unless otherwise provided herein.

9.8 **Removal.** At any meeting of the Regional Council duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Regional Council.

ARTICLE X FUNDING

10.1 **Funding.** The Regional Council shall be funded with Opioid Funds.

10.2 **Fiscal Year.** The fiscal year of the Regional Council shall be the calendar year.

ARTICLE XI MISCELLANEOUS

11.1 **Amendment.** These Bylaws may be amended or repealed at any regular meeting of the Regional Council or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least fourteen (14) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Regional Council at any duly constituted meeting of the Regional Council.

11.2 **Severability.** The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

11.3 **Headings.** The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chair of the Region 10 Regional Council, hereby certify that attached hereto are the Bylaws of the Region 10 Regional Council, which were duly adopted by the Regional Council on _____ and are of full force and effect as of the date hereof.

Dated: _____

Chair

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 9, Series 2022

**A RESOLUTION ADOPTING THE CITY OF IDAHO SPRINGS
GOALS AND ACTION ITEMS FOR 2022**

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

WHEREAS, the City Council held its annual retreat at Tommyknocker Brewery & Pub on March 28, 2022; and

WHEREAS, Regional Manager Chris LaMay of the Colorado Department of Local Affairs served as the facilitator of the retreat and assisted the City Council in developing City Goals and Action Items for 2022; and

WHEREAS, the City Council reviewed the draft Goals and Action Items for 2022 at its work session on May 2, 2022; and

WHEREAS, the City Council desires to formally adopt and approve by Resolution said Goals Action Items for 2022 and have them serve as the foundation of the City's work plan.

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

The City Council hereby approves the City Goals and Action Items for 2022, attached to this Resolution and incorporated herein by reference.

RESOLVED, APPROVED, and ADOPTED this 23rd day of May, 2022.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

City of Idaho Springs
Goals and Action Items 2022

Goal: Update aging infrastructure

- Continue to pursue any and all grant opportunities
- Establish a multi-year funding plan for the existing five-year capital improvements plan (CIP)
- Complete construction of the new Public Works Facility
- 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
- Develop a raw water delivery plan
- 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

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
- Continue coordination with Clear Creek County and the Denver Regional Council of Governments (DRCOG) to further develop alternative modes of transportation

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
- Evaluate methods to assist in retaining and attracting businesses
- 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
- Consider establishing a Downtown Development Authority (DDA) to manage the business district and to provide funding for capital improvements
- Encourage and assist the renewed community interest in the creative arts industry

Goal: Promote and facilitate an engaged community

- Research methods to generate greater age-specific community engagement
- Modernize community engagement processes to include the use of current communications technology
- Improve and expand recreation options for all ages and abilities including hiking/biking trails, tennis/pickleball/basketball courts, and a skate park

Goal: Consider opportunities for shared services

- Evaluate the feasibility and desirability of a regional building services delivery system
- Advocate to ensure adequate funding and staffing for fire and emergency medical services
- Analyze 9-1-1 communications models for operational efficiency and cost effectiveness
- Refine long-term financial projections for sustaining City services

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

- Evaluate the feasibility of a multi-jurisdictional housing authority
- Facilitate community education and engagement processes regarding housing needs
- Coordinate with the Planning Commission to consider the expansion of accessory dwelling units (ADUs) as an additional housing option
- Evaluate House Bill 1271 for possible incentives and funding
- Review and update the City's Comprehensive Plan

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 4, Series 2022

AN ORDINANCE VACATING A PORTION OF MINER STREET ADJACENT TO LOTS 1 AND 2 OF THE BLOCK 57/FORMER GOLDDIGGER FIELD SUBDIVISION, IDAHO SPRINGS, COLORADO

WHEREAS, on April 11, 2022, the Idaho Springs City Council (“City Council”) approved an application from Four Points Funding, LLC for approval of an FDP and final subdivision plat for Block 57 and parts of Blocks 45, 55, 56, 66 and S of the City of Idaho Springs, a Portion of the Nancarrow Placer M.S. No. 1345, and Portions of vacated City Rights-of-Way (Former Golddigger Field, Property West of Field and Bus Barn Property) (the “Property”) for a mixed-use residential, commercial and public park-space project (the “Project”); and

WHEREAS, as a part of such FDP and final subdivision plat approval, a portion of platted Miner Street to the north of Lots 1 and 2 of the newly-approved subdivision was approved “to be vacated by future ordinance” and incorporated into the approved final plans for the Project; and

WHEREAS, C.R.S. § 43-2-303 requires the City Council to act by ordinance to vacate any municipal street; and

WHEREAS, the City Council now therefore desires to act by ordinance to formally vacate that portion of Miner Street as indicated to be vacated by the prior FDP and subdivision approval rendered on April 11, 2022, as further set forth herein.

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

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

Section 2. That area of Miner Street adjacent to Lots 1 and 2 of the Block 57/Former Golddigger Field Subdivision, Idaho Springs, Colorado, as more particular described and illustrated on **Exhibit A**, attached hereto and incorporated herein by reference, is hereby vacated

Section 3. Upon the effective date of this Ordinance, the Deputy City Clerk is directed to record a copy of this Ordinance with the Clear Creek County Clerk and Recorder’s office as required by C.R.S. § 43-1-202.7. Upon the recording of this Ordinance and Exhibit, title to the right-of-way area vacated by this Ordinance shall vest in the owners of the land abutting said vacated portion by operation of law, specifically: C.R.S. § 43-2-302(1)(b).

INTRODUCED, READ, AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado on the 23rd day of May, 2022.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 13th day of June, 2022.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

[Illustration + legal description of vacated ROW Area]

2. *Emory University* (2017) *Emory University*. <http://www.emory.edu/Emory/About/Emory/Policies>. March 28, 2017. - 4 lines



Dear Credit Sampling
REVIEW
 March 28, 2002
 Dear Robert
 NOT TO BE USED FOR
 RECORDING PURPOSES

[illegible]

CITY OF IDAHO SPRINGS

City Council Communication



REPORT DATE: MAY 19, 2022

MEETING DATE: MAY 23, 2022

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: CONDITIONAL USE PERMIT FOR A RAFTING USE AT 1743 MINER STREET

BACKGROUND:

The City Council continued the public hearing for the Conditional Use Permit (CUP) for a rafting use at 1743 Miner Street to the May 23rd City Council Meeting. The Planning Commission recommended approval of the use with conditions. Staff recommended denial of the use based on concerns about the amount of parking on-site, traffic circulation, and the plan for off-site storage at another property.

At its last meeting on May 9, the City Council indicated a desire for more information regarding which entity had jurisdiction to allow commercial rafters to put-in and take-out at a certain location. City staff has conducted research into this question. Attached is a memorandum, with exhibits, from City Attorney Beery pertaining to who has jurisdiction of put-ins. Staff also called Colorado Parks and Wildlife and received the same response as Attorney Beery's research, effectively resulting in the City having local jurisdiction over put-in locations. In 2012, the City prohibited put-ins and take-outs as a condition of the CUP for another rafting business that operates across Clear Creek at 1801 Miner Street. Staff is seeking direction from City Council regarding the recommended condition restricting Petitioner access to Clear Creek for the proposed rafting business at 1743 Miner Street.

One of staff's proposed additional conditions was for a revised site plan to be resubmitted for review. Staff has met with the Petitioner, and anticipates an updated site plan that complies with the Idaho Springs Municipal Code (ISMC) prior to the meeting on Monday.

Below are the recommended conditions from staff and the Planning Commission.

ADDITIONAL STAFF RECOMMENDED CONDITIONS:

1. A Lease (or valid renewal) for all off-site storage of the vehicles and trailers associated with the business must be verified annually, at the Compliance Review conducted by the Planning Commission.

2. The parking lot is required to be restriped per an updated site plan that complies with the Municipal Code.
3. Prior to the commencement of operations under this Permit in 2023 and each subsequent calendar year, the Applicant shall appear before the Idaho Springs Planning Commission for a Compliance Review to review the operation's compliance with all relevant requirements the prior year/rafting season and plans for the current year/rafting season. The Compliance Review is not a formal public hearing, but an informal review and discussion. The City may not take any official zoning action, such as revocation of this Conditional Use Permit, without complying with all procedural, notice and hearing requirements applicable thereto under Chapter 21, ISMC. Nothing herein shall be construed to limit the City's authority to initiate a revocation proceeding under ISMC Ch. 21 at any other time of the year as the circumstances merit.

PLANNING COMMISSION REVIEW:

At its May 4 Public Hearing, the Planning Commission recommended approval of the Conditional Use Permit with conditions. While the Planning Commission voted 5-0 to approve the request, several of the Commissioners indicated that they still had reservations regarding the request but ultimately felt that the Petitioner addressed their concerns. The conditions that Planning Commission recommended are as follows:

1. No rafts, boats, inflatables, patrons, or employees of any rafting operation shall be allowed to enter or exit Clear Creek at this location.
2. No housing, camping or overnight residential use related to the rafting operation of any type may occur on the property; this restriction does not apply to the lower level of the building on the property as it contains an existing residential unit.
3. All loading and unloading (rafts, vans, patrons etc.) for any rafting operation shall occur completely within the property and not on Miner Street, and there will be no backing onto Miner Street by raft buses, vans, or patrons.
4. All storage shall be within the existing building or within the fenced-in area. Trailers are not permitted to be stored on the site, including the existing trailer.
5. No buses or vehicles towing trailers will be allowed to enter the site.

CITY COUNCIL'S ROLE:

The City Council will continue the public hearing this evening to decide on the CUP request including the conditions recommended by City staff and the Planning Commission.

Attached is the Planning Commission Packet for City Council Review and a letter from Attorney Beery with exhibits regarding the jurisdiction that regulates putting into Clear Creek.



TO: Hon. Mayor Harmon and Members of the City Council
CC: Andrew Marsh, City Administrator
Jerad Chipman, City Planner
FROM: Carmen Beery
DATE: May 18, 2022
RE: State Regulation of River Outfitters

At your May 9th regular Council meeting, in the context of reviewing a conditional use permit (CUP) application for river rafting operations, you requested more information concerning the regulation of river rafting operators. Specifically, you were interested in what regulatory body – if any – regulates the locations at which river rafting operators may embark and disembark on Clear Creek.

Colorado Parks and Wildlife (CPW) regulates the operation of river outfitters. Similar to the City, CPW requires river outfitters to obtain a license. C.R.S. § 33-32-101 *et seq.* The stated purposes of the State's regulations are "safeguarding the health, safety, welfare, and freedom from injury or danger of ... residents and nonresidents, [and] to license and regulate those persons who provide river-running services in the nature of equipment or personal services." The State achieves these purposes through minimum qualification and training requirements for river guides and standards concerning the type of vessels and equipment that river outfitters may use. Copies of both the State statutes and State regulations governing river outfitters are attached to this memorandum, should you care to review them.

Neither the statutes nor the regulations prescribe the locations at which river outfitters may embark and disembark. The purposes and focus of the State's requirements are the "who" and "how" of commercial river rafting rather than the "where."

In regards to the City Council's authority to regulate embarking and disembarking activities, as previously advised, the Council has extensive land use authority to regulate the use of land in the City, including the lands immediately adjacent to Clear Creek. As reflected in the City's zoning laws, commercial river rafting operations have the potential to significantly impact surrounding uses. Whether or not customers are loaded into and out of rafts and/or the river at a particular location are land use issues; those activities occur on land up to the point where a raft enters the river. As such, and consistent with the CUP process in the City Code, the City Council possesses the authority to allow or disallow embarking and disembarking activities on land at a particular location.

I hope this assists with your consideration of these issues. I am happy to provide further information and answer any further questions as directed.

COLORADO PARKS & WILDLIFE



River Outfitters - Forms, Regulations and Statutes

Application, licensing, inspection, regulation and statutes documents for river outfitters in the State of Colorado are listed below. For additional information, call (303) 791-1954.

River Outfitter Licensing Statutes and Regulations

- [River Outfitter Licensing Statutes](#) - eff. August 11, 2010
- [River Outfitter Licensing Regulations](#) - eff. September 1, 2014

River Outfitter License Application

- [River Outfitter License Application](#)
- [Application Guidelines](#)

* Note: This application may be used as either manual or electronic entry, but must still be signed and mailed in. If you need the application in MS Word format, please e-mail the request to Grant.Brown@state.co.us.

River Outfitter Records

- [Guide Records Checklist](#)
- [Minimum Guide Qualifications](#)
- [In-State Missing Guide Record Affidavit](#)
- [Out of State Trained Guide Form](#) - NOTE: This is only acceptable for guides who received adequate training outside of Colorado. Guides trained in Colorado in 1985 or later must have a completed Minimum Guide Qualification form.
- AHRA Guide Qualification Forms: [Pine Creek](#), [Numbers](#), [Royal Gorge](#)
- [On-River Log Form](#)
- [Outfitters Boat Accident Report](#)
- [Outfitters Land Accident Report](#)

Inspections

- [River Safety Inspections](#)
- [Outfitter Records Inspections](#)

Memorandums of Understanding

- [CROA, BLM & State Parks MOU](#)
- [BLM, USFS, Office of Outfitters Reg, DOW & State Parks MOU](#)

06/08/2017

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CHAPTER P-3 - RIVER OUTFITTERS

300 - LICENSE APPLICATION AND ISSUANCE

1. An individual, sole proprietorship, partnership, corporation, nonprofit corporation or organization as defined in section 13-21-115.5 (3), C.R.S., limited liability company, firm, association, or other legal entity either located within or outside of this state may apply for a river outfitter license. The application shall bear notice to the effect that any false statements made therein are punishable by law. All application signatures shall be made under oath that all information furnished is true and correct. The position held by the individual who signs the application shall be stated on the application. All applications submitted shall bear an original signature.
 - a. If the applicant is a partnership, any general partner may sign the application.
 - b. Any unincorporated legal entity, other than a partnership, consisting of more than one individual shall designate one of its members to sign and submit an application.
 - c. If the applicant is a corporation, the president or other authorized executive officer of the corporation shall sign the application and the secretary of the corporation shall attest the signature.
2. A corporation shall be incorporated pursuant to the laws of this state or shall be duly qualified to do business in this state. To be duly qualified to do business in this state, an out-of-state corporation that transacts business in the State of Colorado must show evidence that it has procured a current and valid certificate of authority from the Colorado Department of State. A copy of a current and valid certificate of authority shall be submitted with the license application.
3. No person shall outfit under a business name until the licensee has notified the division of the business name. Such notice must be submitted in writing at least ten business days prior to soliciting for or providing river outfitting services under the business name.
4. Any licensee using a d/b/a (doing business as) must list any and all d/b/a's. Should new d/b/a's be formed, the licensee must notify the division, in writing, within ten days of the action.
5.
 - a. A copy of a current and valid certificate of liability insurance shall be submitted with the license application. A certificate of insurance shall be accepted by the division as evidence that the applicant has qualifying liability insurance if the certificate states:
 - (1) That the type of insurance is "CGL" , meaning either "comprehensive general liability" or "commercial general liability" business insurance; or that the type of insurance is "watercraft liability" . As used herein, "watercraft liability" policy means liability insurance covering commercial exposure for property damage and personal injury which may result from a river outfitter's use or operation of vessels, including shore-side activities such as passenger loading and unloading. Such liability insurance shall provide coverage for all vessels used by the insured for commercial purpose, to include newly acquired vessels and vessels borrowed from other persons for the insured's use.
 - (2) A minimum amount of coverage of three hundred thousand dollars combined single limit per occurrence for any combination of property damage, death, and bodily injury;

- (3) That the insured's name and address stated on the certificate of insurance is the same as the primary business name used by the applicant on the license application;
 - (4) The name, address, and phone number of the issuing insurance agent;
 - (5) A policy number;
 - (6) The beginning and ending dates of coverage and is currently in effect;
 - (7) That the division is a certificate holder;
 - (8) That the division will be given at least forty-five days written notice by certified mail prior to any modification, termination, or cancellation of the policy;
 - (9) That every insurance company affording coverage is listed with an indication as to which company or companies is/are providing which insurance; and
 - (10) That every insurance company affording coverage is licensed in the State of Colorado, or is currently listed on the approved surplus lines listing for Colorado and is offering coverage in compliance with the requirements of the Colorado Surplus Lines Insurance Act, Article 5 for Title 10, C.R.S., or is a risk retention group qualified under the Federal "Liability Risk Retention Act of 1986" , 15 U.S.C., Sections 3901 Et Seq., as amended in 1986. If coverage is provided by a purchasing group qualified under the Federal "Liability Risk Retention Act of 1986" , then the name and address of the group must be identified on the certificate.
- b. A copy of a current and valid certificate of motor-vehicle liability insurance shall be submitted, prior to undertaking any licensed activity for a season, covering all "Commercial Vehicles" used in connection with the licensed activity. A certificate demonstrating motor vehicle liability insurance covering vehicles used in the licensed river outfitting activities shall be accepted by the division as evidence that the applicant has qualifying insurance if the certificate states:
- (1) That the type of insurance is commercial motor vehicle liability insurance. Motor vehicle liability means liability for bodily injury and property damage.
 - (2) A minimum amount of coverage of one million five hundred thousand dollars combined single limit liability coverage for commercial vehicles with a seating capacity of 16 or more including the driver. A minimum amount of coverage of one million dollars combined single limit liability coverage for commercial vehicles with a seating capacity of 15 or less.
 - (3) That the insured's name and address stated on the certificate of insurance is the same as the primary business name used by the applicant on the license application;
 - (4) The name, address, and phone number of the issuing insurance agent;
 - (5) A policy number;
 - (6) The beginning and ending dates of coverage and is currently in effect;

- (7) That the division is a certificate holder;
 - (8) That the division will be given at least thirty-five days written notice by certified mail prior to any modification, termination, or cancellation of the policy;
 - (9) That every insurance company affording coverage is listed with an indication as to which company or companies is/are providing which insurance; and
 - (10) That every insurance company affording coverage is licensed in the State of Colorado, or is currently listed on the approved surplus lines listing for Colorado and is offering coverage in compliance with the requirements of the Colorado Surplus Lines Insurance Act, Article 5 for Title 10, C.R.S.
- c. The liability insurance policies shall insure the river outfitter against all claims occasioned by acts or omissions of the outfitter in carrying out the activities and operations authorized by the license.
 - d. The qualifying liability insurance policies shall be maintained so as to continue in full force and effect for the duration of time that the river outfitter is licensed. If any claims reduce the remaining annual aggregate amount below the required minimums, which must be written on an occurrence basis, then the licensee must purchase additional insurance such that a minimum amount of coverage is continued in full force and effect for the duration of time that the river outfitter is licensed. Any expiration, termination, or cancellation of the required policy or, if an annual aggregate amount is a condition of the coverage, any claims that reduce the amount of coverage below the required minimums shall cause the license to become invalid. The licensee shall ensure that current and valid certificates of insurance are on file with the division at all times.
 - e. For purposes of #300.5.d, "Commercial Vehicle" means any self-propelled or towed vehicle bearing an apportioned plate or having a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one pounds or more, which vehicle is used in commerce on the public highways of this state or is designed to transport sixteen or more passengers, including the driver, unless such vehicle is a school bus regulated pursuant to C.R.S. 42-4-1904 or any vehicle that does not have a gross vehicle weight rating of twenty-six thousand one or more pounds and that is owned or operated by a school district so long as such school district does not receive remuneration for the use of such vehicle, not including reimbursement for the use of such vehicle;
- 6. Licenses are not transferable. If a business is sold or transferred, a new license application shall be submitted by the new owner(s).
 - 7. All licenses shall be valid, unless suspended, revoked or otherwise invalidated, from the date of issue until the date of expiration as printed on the license, except that if a river outfitter has made timely and sufficient application for renewal, then the existing license shall not expire until the application has been finally acted upon by the board.
 - 8. A river outfitter shall maintain a regular place of business at which mail and phone calls can be received. The river outfitter's license shall be prominently displayed at the regular place of business. The address or physical location and the business telephone number shall be stated on the application. The address or physical location identified for the regular place of business will be printed on the license. Any change of the mailing address, physical location, or telephone number shall be reported to the division in writing within ten days of such change. If the physical location has changed, then the division shall issue an amended license at no cost.

9. The division shall accept applications during the period from November 1 through December 31 of the year preceding the calendar year for which application is made and during the period of January 1 through January 31 of the calendar year for which application is made. An application filed after January 31 of the calendar year for which application is made shall be considered a late application and a late filing fee shall be charged in addition to the license fee.
10. Applications shall be accompanied by the full payment of the license fee. Incomplete applications will be returned and a refiling fee will be charged.
11. All licenses shall be issued within a reasonable time period, not to exceed ninety days, after the division receives an eligible and complete application. Licenses will be sent certified mail, return receipt requested, to the licensee's mailing address.
12. River outfitters who initiate regulated trips in Colorado on specified river segments are eligible for a limited use license, given that these trips are conducted primarily on the waters of an adjoining state. A limited use license shall entitle the holder to use only the following river segments in Colorado:
 - a. North Platte River - Northgate Canyon
 - b. Green River - Within Dinosaur National Monument
 - c. Yampa River - Within Dinosaur National Monument
 - d. Colorado River - Ruby Canyon
 - e. Dolores River - Gateway Canyon
13. Effective November 1, 1995, the river outfitter licensing fee schedule shall be as follows:
 - a. Original and renewal license application fee.....\$400.00
 - b. Late application filing fee.....\$100.00
 - c. Application refiling fee.....\$ 25.00
 - d. Limited use original and renewal license fee.....\$100.00

301 - REGULATED TRIPS, PASSENGER ORIENTATION, AND TRIP LOGS

1. A single regulated trip may include one or more vessels and one or more guides provided by a single river outfitter. All vessels participating in a regulated trip shall remain in reasonably close proximity with one another. "Reasonably close proximity" means that all vessels on the regulated trip will be close enough to one another to give assistance, whenever needed, without unnecessary delay.
2. A river trip's sole purpose that is to provide an educational or instructional voyage in order to teach canoeing or kayaking skills is not a regulated trip, so long as the trip is promoted and conducted only as a canoeing or kayaking class.
3. At least one qualified guide shall be aboard each vessel which carries, or is designed for and capable of carrying, three or more passengers.

4. A trip leader, assigned by the river outfitter, shall accompany every regulated trip. The trip leader shall ensure that a commercial passenger orientation is provided.
5. A commercial passenger orientation shall include basic orientation for all commercial passengers on a regulated trip. Topics that must be explained during orientation prior to embarking on a regulated trip are:
 - a. The conditions of weather, river, terrain, equipment, travel, housing and vessels that commercial passengers may expect to encounter;
 - b. The personal equipment, clothing and gear that commercial passengers should have for the trip;
 - c. The proper fit, wearing, and use of personal flotation devices;
 - d. Passenger riding and positioning in the vessel;
 - e. Safety procedures for swimming through river rapids and getting back into the vessel;
 - f. Instructions on what to do in the event of a vessel accident; and
 - g. Sanitation, litter prevention and human refuse disposal.
6.
 - a. A river outfitter shall maintain an accurate and complete trip log for every regulated trip. The trip log shall include:
 - (1) The name of the assigned trip leader;
 - (2) The names of all guides who operated or guided vessels carrying commercial passengers;
 - (3) The trip departure and completion dates and times; and
 - (4) The location of vessel launch and take-out.
 - (5) A river outfitter shall maintain the name, address, and telephone number for every passenger on a regulated trip, except in the case of groups. For groups, the river outfitter shall maintain, at a minimum, the name of each person in the group, and the address and telephone number for a contact person for the group. Release forms and booking lists will suffice so long as the required information is present.
 - b. A river outfitter shall maintain all trip logs and other records required by this regulation # 301-6. for a period of three years. These required records shall be maintained at the river outfitter's designated place of business. The river outfitter, or any employee having access to the trip logs and other required records, shall provide such trip logs and records at all reasonable times to any peace officer enforcing the provisions of Article 32 of Title 33, C.R.S., and these regulations, upon request.

302 - GUIDE, TRIP LEADER, AND GUIDE INSTRUCTOR TRAINING AND QUALIFICATION RECORDS

1.
 - a. A guide shall have a minimum of fifty hours of on-river training utilizing paddles and/or oars, and any other equipment that the guide will be using on regulated trips. Of this fifty hours, thirty hours shall be with a qualified guide instructor aboard the same vessel with the trainee. The remaining twenty hours shall be with a qualified guide instructor on the same training trip. Twenty hours of training shall occur on the river on which the guide will be guiding regulated trips or on a river section of comparable difficulty.
 - b. Minimum guide training shall include the following areas of instruction:
 - (1) Rigging and maneuvering the vessel;
 - (2) River currents, eddies, and waves;
 - (3) River hazards;
 - (4) Types and causes of river rapids;
 - (5) Scouting and running rapids;
 - (6) River rescue and emergency procedures;
 - (7) Minimizing outdoor recreation resource impacts; and
 - (8) Proper fit, wearing and use of personal flotation devices.
 - c. Guides who have worked commercially out-of-state as a river guide must furnish the in-state river outfitter with written documentation that they have received this required minimum guide training, or its equivalent. The river outfitter shall ensure that the documented out-of-state training is adequate to meet the minimum guide training requirements.
2. Prior to guiding a regulated trip, each guide shall have:
 - a. Completed the required training identified in # 302-1.; and
 - b. Operated a commercial vessel at least once over the course of each section of river that will be guided.
3. During each guide's first regulated trip, a qualified guide instructor must be aboard the same vessel with the guide.
4. A river outfitter shall maintain a qualification record for each guide, including subcontractors, employed. Such record shall include:
 - a. The guide's full legal name and date of birth;
 - b. Evidence of successful completion of a standard hands-on first-aid course, which shall include training and evaluation in cardiopulmonary resuscitation. The following documents shall be accepted by the division as evidence that the guide has qualifying emergency medical care training:

- (1) A photocopy of the front and back of the guide's valid standard first-aid card or certificate issued by any institution recognized as a provider of emergency medical care training, for example, the American Red Cross, the National Safety Council, or hospitals. If the first-aid course did not include hands-on training in cardiopulmonary resuscitation, then additionally required is a photocopy of the front and back of the guide's valid cardiopulmonary resuscitation card or certificate issued by any institution recognized as a provider of cardiopulmonary resuscitation training, for example, the American Red Cross or the American Heart Association; or
 - (2) In lieu of the required card(s) or certificate(s), a copy of a dated letter signed by the instructor(s) stating that the guide has successfully completed the emergency medical care training required, and stating the instructor's address and telephone number;
 - c. Written documentation that the guide is qualified by meeting the minimum training requirements established in this regulation. Such documentation shall include:
 - (1) Dates and beginning and ending times of training;
 - (2) Identification of the training site, including a description of beginning and ending locations for on-river training and a location description or address for classroom training;
 - (3) The name(s) of the guide instructor(s) who provided the instruction and training; and
 - (4) The signature(s) of the guide instructor(s) attesting that the minimum guide training requirements established in this regulation have been met.
5. A river outfitter shall maintain a qualification record for each trip leader and guide instructor, including subcontractors, employed. Such record shall include:
 - a. The trip leader's or guide instructor's full legal name and date of birth;
 - b. Evidence of successful completion of a standard hands-on first-aid course, which shall include training and evaluation in cardiopulmonary resuscitation, as specified in #302-4.b.(1) or (2);
 - c. For guide instructors, written documentation that the individual has logged a total of at least fifteen hundred river miles, of which at least seven hundred fifty of those river miles were logged while acting as a qualified guide, and has served as a trip leader on at least five regulated trips. For trip leaders, written documentation that the individual has logged a total of at least five hundred river miles, of which at least two hundred fifty river miles shall have been logged while acting as a qualified guide and no more than two hundred fifty river miles shall have been logged while acting as a guide on non-regulated trips. Such documentation shall consist of a log that is updated annually until the qualifications to be considered a guide instructor have been met and includes:
 - (1) River name and location (State/Country);
 - (2) River sections that they have run for a date range per calendar year;
 - (3) Number of miles per section;

- (4) Number of trips they have run per section;
 - (5) Identification of the trip as either private or commercial;
 - (6) Identification of all trips during which the individual served as a trip leader; and
 - (7) Date that the guide met the mileage requirement to be considered a trip leader and/or guide instructor and their employer at that time.
6. Guide qualification records, trip leader qualification records, and guide instructor qualification records shall be maintained by the primary employer at that river outfitter's designated place of business. In the case of a river outfitter who temporarily hires the services of a guide, trip leader, or guide instructor who is primarily employed by a different river outfitter, the following regulations apply:
- a. A river outfitter who temporarily uses the services of a guide or trip leader who is primarily employed by a different river outfitter shall identify in the applicable trip log(s) the river outfitter that maintains the guide qualification record for the guide or trip leader.
 - b. A river outfitter who temporarily uses the services of a guide instructor who is primarily employed by a different river outfitter shall identify, in each guide's qualification record for all guides trained by the instructor, the river outfitter that maintains the guide instructor qualification record.
 - c. River outfitters may only use the services of guides, trip leaders and guide instructors who are primarily employed by different river outfitters if the other river outfitters are licensed in the State of Colorado and maintain their place of business in the State of Colorado.
 - d. A river outfitter shall not provide any guide, trip leader, or guide instructor to another river outfitter unless the employee is qualified for the position requested.
7. A river outfitter shall maintain all guide, trip leader, and guide instructor qualification records during the period of such employee's employment and for a period of three years after his/her termination. These required records shall be maintained at the river outfitter's designated place of business. The river outfitter, or any employee having access to such records, shall provide them at all reasonable times to any peace officer enforcing the provisions of Article 32 of Title 33, C.R.S., and these regulations, upon request.
8. In the event that a guide, trip leader, or guide instructor, who received their initial guide training in Colorado, has training documentation that is incomplete (due to an administrative error), lost, or destroyed, the individual may submit to the River Outfitter Licensing Program Manager or his/her designee a signed affidavit provided by the Division, stating that the guide, trip leader, or guide instructor has completed the minimum training requirements before guiding a regulated trip. A signed affidavit and completed river log as specified in # 302.4.c or #302.5.c, will be accepted in lieu of initial training documentation.

303 - DRINKING WATER AND SANITATION

1. If a river outfitter provides drinking water during a regulated trip, the water containers shall have a closed top, be tightly sealed, and have a smooth, cleanable interior surface. If river water or water from an untreated, untested source is used, then a reliable method of treating the water must be used and the regulated trip shall be equipped in order to do so. Boiling, commercial filters, water purification tablets, chlorine bleach and a tester for chlorine residual, and tincture of iodine or an

iodine purification kit are all acceptable methods for purifying drinking water if proper procedures are used.

2. In order to help ensure that there are no violations of the littering statute, 18-4-511, C.R.S., outfitters shall be required to provide sufficient containers for containment and removal of refuse, trash, ashes, garbage and solid human waste.

304 - PERSONAL FLOTATION DEVICES

1. A river outfitter shall ensure that each commercial passenger participating in a regulated trip is provided with a personal flotation device that is in good and serviceable condition and of the proper size for the intended wearer and is:
 - a. U.S. Coast Guard approved Type I, Type III, or Type V - whitewater non-inflatable, except that:
 - (1) If the person weighs fifty pounds or less, a Type II- non-inflatable personal flotation device may be worn in lieu of a Type I, Type III, or Type V- whitewater non-inflatable device, provided it is a vest style designed with a crotch strap and an additional flotation collar.
 - b. All Type III personal flotation devices must have a minimum of 2 adjustable straps on the side, 1 adjustable waist strap and adjustable shoulder straps, capable of retaining the wearer in swift water conditions. Type III personal flotation devices must be intended for paddling or kayak use by the U.S. Coast Guard and labeled accordingly.
2. Each guide shall require that every commercial passenger wears and has tied or otherwise securely fastened his or her assigned personal flotation device at all times while on or in a river, except during regulated trips operating on designated flatwater where passengers thirteen years of age or older may be permitted to remove or loosen the personal flotation device at the discretion of the guide or trip leader.
3. Every river outfitter, guide, guide in training, guide instructor, and trip leader shall at all times while participating in a regulated trip or guide training trip, except on designated flatwater, wear a securely tied or fastened U.S. Coast Guard approved personal flotation device of Type I, III-non-inflatable, or V-whitewater non-inflatable. The personal flotation device shall be in good and serviceable condition and shall be of the proper size for the intended wearer.
4. Designated flatwater means:
 - a. The Colorado River- from the Loma boat launch in Mesa County to the Utah/Colorado state line; and
 - b. The Gunnison River in Delta County -from the Smith Fork to the North Fork.
 - c. The Yampa River from the Hayden Station Pump Station in Routt County to the Juniper Canyon Access Site in Mofatt County and from the Maybell Bridge at Highway 40 in Mofatt County to the Cross Mountain River Access Site in Mofatt County.
5. The trip leader shall ensure that at least one spare U.S. Coast Guard approved personal flotation device of the type required by # 304-1.a. is carried per regulated trip that includes one or more rafts, dories, or motorboats. All required spare personal flotation devices shall be in good and serviceable condition.

305 - VESSELS AND EQUIPMENT

1. A river outfitter shall provide all vessels and associated equipment required during all regulated trips. When equipment is lost, damaged, or used during a bona fide on-the-river emergency, then the river outfitter shall ensure that every vessel is reequipped as required prior to use of the vessel on any successive trip.
2. All vessels used during a regulated trip shall be marked with the vessel owner's name, current address, and telephone number in a legible, clearly visible and durable fashion.
3. The trip leader shall ensure that every regulated trip carries aboard at least one of the vessels a first-aid kit which shall be immediately available for emergency use. The first-aid kit shall contain, at a minimum, adhesive bandages, sterile pads, flexible gauze bandages, first-aid tape, antiseptic or soap and triangular bandages in quantities sufficient to meet the size and needs of the regulated trip. These supplies shall be maintained in a clean and dry condition in a durable container suitable for river use.
4. The trip leader shall ensure that every regulated trip carries aboard at least one of the vessels a throwbag containing a minimum of fifty feet of rope. The throwbag shall be in a serviceable condition and shall be stored so as to be readily accessible in an emergency.
5. River outfitters shall not provide, use, operate or permit the use or operation of innertubes, air mattresses, or any other single-chambered air-inflated devices during any regulated trip.
6. If an inflatable raft or dory is used during a regulated trip, then each such vessel shall:
 - a. Display the river outfitter's company name or logo or abbreviation, which shall read from left to right in characters of good proportion, a minimum of four inches in height above waterline, of a color which contrasts with the color of the background, and be maintained so as to be clearly visible and legible from a distance of one hundred and fifty feet.
 - b. Be equipped with a rope attached to the bow or stern, which shall be a minimum of ten feet long and suitable for tying up and securely holding the vessel to the shore of the waters being traveled. All loose ropes not in use shall be stored and secured so as not to present a danger of entanglement in case of an accident.
 - c. Be equipped with at least one suitable container of sufficient size for bailing water out of the vessel, except that self-bailing vessels are exempt from this requirement.
 - d. Be adequately equipped with durable and substantially undamaged oars or paddles and spares, taking into consideration the size of the vessel and river conditions.
 - (1) For oar-controlled and powered vessels or combination oar and paddle-controlled and powered vessels, there shall be a minimum of two oars and one spare oar aboard each such vessel.
 - (2) For paddle-controlled and powered vessels, there shall be a minimum of one spare paddle per vessel. The spare paddle(s) may be carried in another vessel on the same trip so long as the spare(s) is/are readily accessible. A spare paddle is one in addition to one paddle per participating adult.
7. If an inflatable raft, inflatable kayak, or other multi-chambered air inflated device is used during a regulated trip, then:

- a. Every inflatable raft, inflatable kayak, or other inflated type vessel shall be multi-chambered, containing a minimum of two separate air chambers.
 - b. Every regulated trip including one or more inflatable rafts, inflatable kayaks, or other inflated vessel type shall have immediately available a minimum of one patch/repair kit and one air pump. Both the kit and the air pump must be adequate to meet the size and needs of the trip and they must be compatible with the vessel(s) in use. The kit shall be maintained in good and serviceable condition and stored in a durable container suitable for river use.
8. If a canoe, whitewater or decked canoe, hard shell kayak, inflatable kayak, or sit-on-top kayak is used during a regulated trip, then a minimum of one spare paddle per every five such vessels shall be readily accessible aboard one of the vessels on the trip. In addition:
 - a. For canoes, whitewater canoes, and hard shell kayaks, every such vessel shall be equipped with flotation bags securely fixed in the vessel so as to provide enough flotation that when the fully equipped vessel is full of water, it will remain afloat.
 - b. Every river outfitter, guide, guide in training, guide instructor, trip leader, and commercial passenger aboard a whitewater or decked canoe or hard shell kayak shall wear a securely fastened crash helmet at all times while on the river.
9. If a motorboat, as defined in 33-13-102 (1), C.R.S., is used during a regulated trip, all State boating statutes and regulations pertaining to motorboat registration, use, operation and required equipment apply, except that the personal flotation device requirement shall be as stated in regulation # 304. In addition to the equipment otherwise required by law, each motorboat used during a regulated trip shall also:
 - a. Display the river outfitter's company name, logo, or abbreviation, as specified in # 305-6.a.;
 - b. Be equipped with one spare motor or adequate alternate means of propulsion and control;
 - c. Be equipped with a rope, a minimum of ten feet long, attached to the bow and stored when not in use as specified in # 305-6.b.;
 - d. Be equipped with a bailing device as specified in # 305-6.c., except that self-bailing vessels are exempt from this requirement; and
 - e. Be equipped with one suitable size ladder, capable of accommodating persons boarding from the water and stored so as to be readily accessible.

306 - VESSEL LOADING CAPACITY

1. No river outfitter, guide, or trip leader shall operate, or provide for the operation of any vessel which is overloaded, taking into consideration rated capacities, weather, type of construction, river conditions, weight and bulk of gear/load and any other existing conditions, except as may be required in emergency situations.
2. No river outfitter, guide, or trip leader shall operate, or provide for the operation of any inflatable raft which carries more than the maximum allowable number of individuals, including the river outfitter, guide or trip leader, as specified by the following formula:

- a. The maximum allowable number of individuals/inflatable raft = $[(\text{length of vessel, rounded to the nearest foot}) \div (2)] + 2 + 1$ guide.
- b. The length of a vessel is a straight-line measurement from the foremost part of the bow to the aftmost part of the stern, measuring parallel to the centerline. The length shall exclude sheer and any attachment or fittings on either the bow or stern.
- c. The maximum allowable number of individuals calculated by this formula is acceptable only for normal river conditions. The circumstances described in # 306-1 must be considered in calculating a prudent passenger load.

307 - BOAT ACCIDENTS

- 1. The guide of a vessel involved in a collision, casualty or other accident shall, so far as the guide can do so without serious danger to the guide's own vessel, crew, and passengers, render to other persons affected by the collision, casualty or other accident such assistance as may be practicable and necessary in order to save them from, or to minimize, any danger caused by the collision, casualty or other accident. The guide shall give his/her name, address, and identification of the vessel he/she is guiding, including the name and address of the river outfitter for whom he/she is guiding, in writing to any person involved in the collision, casualty or other accident.
- 2. A river outfitter shall be responsible for reporting any boating accidents occurring during a regulated trip that directly involve the outfitter's vessels, passengers, guides, or trip leaders.
 - a. A vessel participating in a regulated trip is considered to be involved in a reportable boating accident whenever the occurrence results in unconsciousness, an injury requiring a physician's attention, or loss of life to any person; or the disappearance of any person from on-board under circumstances which indicate the possibility of death or injury. Boating accidents, for the purpose of the boat accident reporting requirement, are only those which occur on the river during regulated trips.
 - b. Any death, or injury or disappearance under circumstances which indicate the possibility of death, of any person from on-board a vessel during a regulated trip, shall be immediately reported by telephone or other means to the local law enforcement agency having jurisdiction. Such accident shall also be reported to the division by telephone or other means as soon as is practicable.
 - c. Blank boat accident report forms will be provided to all licensees by the division. Additional forms shall be available from the division, upon request.
 - d. A full and complete written boat accident report shall be submitted by the river outfitter to the division at the division's address identified on the form. In order for a report to be considered full and complete, all information requested on the form shall be disclosed and provided. If any information requested is unknown, it shall be so stated on the form.
 - (1) For any accident involving any death, or injury or disappearance under circumstances which indicate the possibility of death, of any person from on-board a vessel during a regulated trip, the river outfitter shall submit the report to the division within five days of the date of the accident. All such reports that are mailed to the division shall be postmarked within five days of the date of the accident.
 - (2) All other boat accident reports shall be submitted by the river outfitter to the division within ten days of the date of the accident.

Basis and Purpose:

The statements of basis and purpose for these regulations can be viewed and copies obtained from the Colorado Division of Parks and Wildlife, Office of the Regulations Manager, Policy and Planning Unit, 1313 Sherman, Room 111, Denver, CO 80203.

The primary statutory authority for these regulations can be found in § 24-4-103, C.R.S., and the state Parks Act, §§ 33-10-101 to 33-33-113, C.R.S., and specifically including, but not limited to: §§ 33-10-106 and 33-10-107, C.R.S.

EFFECTIVE DATE - THESE REGULATIONS SHALL BECOME EFFECTIVE AUGUST 1, 2017 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL REPEALED, AMENDED OR SUPERSEDED.

APPROVED AND ADOPTED BY THE PARKS AND WILDLIFE COMMISSION OF THE STATE OF COLORADO THIS 8TH DAY OF JUNE, 2017.

APPROVED:
James C. Pribyl
Chairman

ATTEST:
Michelle Zimmerman
Secretary

33-32-101. Legislative declaration.

The general assembly declares that it is the policy of this state to promote and encourage residents and nonresidents alike to participate in the enjoyment and use of the rivers of this state and, to that end, in the exercise of the police powers of this state for the purpose of safeguarding the health, safety, welfare, and freedom from injury or danger of such residents and nonresidents, to license and regulate those persons who provide river-running services in the nature of equipment or personal services to such residents and nonresidents for the purpose of floating on rivers in this state unless the provider of such river-running services is providing such river-running services exclusively for family or friends. It is not the intent of the general assembly to interfere in any way with private land owner rights along rivers or to prevent the owners of whitewater equipment from using said equipment to accommodate friends when no consideration is involved; nor is it the intent of the general assembly to interfere in any way with the general public's ability to enjoy the recreational value of state rivers when the services of river outfitters are not utilized or to interfere with the right of the United States to manage public lands and waters under its control. The general assembly recognizes that river outfitters, as an established business on rivers flowing within and without this state, make a significant contribution to the economy of this state and that the number of residents and nonresidents who are participating in river-running is steadily increasing.

33-32-102. Definitions.

As used in this article 32, unless the context otherwise requires:

(1) "Advertise" or "advertisement" means any message in any printed materials or electronic media used in the marketing and messaging of river outfitter operations.

(1.4) and (2) Repealed.

(3) "Guide" means any individual, including but not limited to subcontractors, employed for compensation by any river outfitter for the purpose of operating vessels.

(4) "Guide instructor" means any qualified guide whose job responsibilities include the training of guides.

(5) "Person" means any individual, sole proprietorship, partnership, corporation, nonprofit corporation or organization as defined in section 13-21-115.5 (3), C.R.S., limited liability company, firm, association, or other legal entity either located within or outside of this state.

(5.5) (a) "Regulated trip" means any river trip for which river-running services are provided which has been the subject of an advertisement or for which a fee has been charged regardless of whether such fee is:

(I) Charged exclusively for the river trip or as part of a packaged trip, recreational excursion, or camp; or

(II) Calculated to monetarily profit the river outfitter or is calculated merely to offset some or all of the actual costs of the river trip.

(b) "Regulated trip" does not include a trip in which a person is providing river-running services exclusively for family or friends as part of a social gathering of such family or friends.

(6) (a) "River outfitter" means a person advertising to provide or providing river-running services in the nature of facilities, guide services, or transportation for the purpose of river-running.

(b) "River outfitter" does not include a person:

(I) Whose only service is providing motor vehicles, vessels, and other equipment for rent;

(II) Whose only service is providing instruction in stand-up paddleboarding, canoeing, or kayaking skills; or

(III) Who is providing river-running services exclusively for family or friends.

(7) "Trip leader" means any guide whose job responsibilities include being placed in charge of a river trip.

(8) (a) "Vessel" means every description of watercraft used or capable of being used as a means of transportation of persons and property on the water, including all types of stand-up paddleboards.

(b) "Vessel" does not include:

(I) Any single-chambered, air-inflated devices that are not stand-up paddleboards; or

(II) Seaplanes.

33-32-103. Powers and duties of the commission - rules.

(1) The commission shall promulgate rules to:

(a) Govern the licensing of river outfitters;

(b) Regulate river outfitters, guides, trip leaders, and guide instructors;

(c) Ensure the safety of associated river-running activities;

(d) Establish guidelines to enable a river outfitter, guide, or trip leader to make a determination that the condition of the river constitutes a hazard to the life and safety of certain persons;

(e) Establish insurance requirements for vehicles used by river outfitters; and

(f) Carry out the purposes of this article 32.

(2) The commission may promulgate rules specifically outlining the procedures to be followed by the commission and by the enforcement section of the division in the event of a death or serious injury during a regulated trip.

(3) The commission shall e-mail a notice of every proposed rule to each licensee.

(4) The commission shall adopt rules regarding:

(a) Notification to outfitters of:

(I) Certain division personnel changes within ten days after the change; and

(II) Safety training standards; and

(b) Customer and outfitter interaction training standards for division rangers who monitor regulated trips.

33-32-103.5. Variances.

The director may grant variances from rules adopted by the commission pursuant to section 33-32-103 to any river outfitter on a case-by-case basis if the director determines that the health, safety, and welfare of the general public will not be endangered by the issuance of such variance.

33-32-104. License required - fee.

(1) No person shall act in the capacity of a paid river outfitter or advertise or represent himself or herself as a river outfitter in this state without first obtaining a river outfitter's license in accordance with rules prescribed by the commission.

(2) An applicant for a river outfitter's license shall meet the minimum qualifications pursuant to section 33-32-105 and shall apply on a form prescribed by the commission. All applicants shall pay a nonrefundable license fee in an amount determined by the commission, which fee shall be adequate to cover the expenses incurred for inspections, licensing, and enforcement required by this article, and shall renew such license pursuant to a schedule adopted by the commission upon payment of the fee. License terms shall not exceed three years. The commission may offer licenses that differ in the length of their terms and may stagger the length of license terms so that approximately equal numbers of licensees renew their licenses each year.

(3) Every river outfitter's license shall, at all times, be conspicuously placed on the premises set forth in the license.

33-32-105. Minimum qualifications and conditions for a river outfitter's license.

(1) A river outfitter's license may be granted to any river outfitter, either within or without this state, meeting the following minimum qualifications and conditions:

(a) The river outfitter, if a corporation, shall be incorporated pursuant to the laws of this state or duly qualified to do business in this state.

(b) The river outfitter shall submit to the commission evidence of liability insurance in the minimum amount of three hundred thousand dollars' combined single limit for property damage and bodily injury.

(c) The river outfitter shall meet the safety standards for river-running established by the commission by regulation.

33-32-105.5. Minimum qualifications of guides, trip leaders, and guide instructors.

(1) Individuals providing the services of guides, trip leaders, or guide instructors shall have the following minimum qualifications and such additional qualifications as the commission may establish by rule:

(a) Guides shall be eighteen years of age or older, possess a valid standard first-aid card, be trained in cardiopulmonary resuscitation, and have fifty hours of training on the river as a guide from a qualified guide instructor.

(b) Trip leaders shall be eighteen years of age or older, possess a valid standard first-aid card, be trained in cardiopulmonary resuscitation, and have logged at least five hundred river miles, of which at least two hundred fifty river miles shall have been logged while acting as a qualified guide and no more than two hundred fifty river miles shall have been logged while acting as a guide on nonregulated trips. Miles from nonregulated trips shall be documented and signed by the trip leader under penalty of perjury, and the licensee shall retain the documents during the term of the trip leader's employment.

(c) Guide instructors shall be eighteen years of age or older, possess a valid standard first-aid card, be trained in cardiopulmonary resuscitation, and have logged at least fifteen hundred river miles, of which at least seven hundred fifty river miles shall have been logged while acting as a qualified guide.

(2) (Deleted by amendment, L. 2010, (HB 10-1221), ch. 353, p. 1642, § 7, effective August 11, 2010.)

33-32-106. Equipment required - employees required to meet minimum qualifications.

(1) All licensed river outfitters shall provide the river-outfitting equipment required by rules promulgated by the commission, and said equipment shall be in a serviceable condition for its operation as required by the rules promulgated by the commission.

(2) All river outfitters who employ or contract with guides, trip leaders, or guide instructors shall employ or contract only with such individuals who meet the qualifications provided in section 33-32-105.5 (1) and provided by those rules promulgated by the commission.

33-32-107. River outfitters - prohibited operations - penalties.

(1) (a) No river outfitter shall operate a river-outfitting business without a valid license as prescribed by section 33-32-104 or without insurance as provided in section 33-32-105 (1)(b). Any river outfitter that violates this paragraph (a):

(I) Commits a class 2 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S.;

(II) Is liable for an administrative penalty of five times the annual licensing fee established pursuant to section 33-32-104 (2).

(b) If the river outfitter is a corporation, violation of this subsection (1) shall result in the officers of said corporation jointly and severally committing a class 2 misdemeanor, and said officers shall be punished as provided in section 18-1.3-501, C.R.S.

(2) It is unlawful for any river outfitter, guide, trip leader, or guide instructor to:

(a) Violate the safety equipment provisions of section 33-13-106. Any person who violates the provisions of this subsection (2)(a) is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of one hundred dollars; except that any person who fails to have one personal flotation device for each person on board as required by section 33-13-106 (3)(a) commits a class 2 misdemeanor.

(b) Operate a vessel in a careless or imprudent manner without due regard for river conditions or other attending circumstances, or in such a manner as to endanger any person, property, or wildlife. Any person who violates the provisions of this subsection (2)(b) commits a petty offense and, upon conviction, shall be punished by a fine of one hundred dollars.

(b.5) Allow another person to operate a vessel without due regard for river conditions or other attending circumstances or in such a manner as to endanger any person, property, or wildlife. A person who violates this subsection (2)(b.5) commits a petty offense and, upon conviction, shall be punished by a fine of one hundred dollars.

(c) Operate a vessel with wanton or willful disregard for the safety of persons or property. Any person who violates the provisions of this subsection (2)(c) commits a class 2 misdemeanor and, upon conviction thereof, shall be punished as provided in section 18-1.3-501.

(3) (Deleted by amendment, L. 94, p. 1229, § 6, effective July 1, 1994.)

(4) (a) No river outfitter or guide shall operate or maintain physical control of or allow any other person to operate or maintain physical control of a vessel on a regulated trip if such river outfitter, guide, or person is under the influence of alcohol or any controlled substance or any combination thereof, as specified in section 33-13-108.1.

(b) Any person who violates this subsection (4) commits a class 1 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S.

33-32-108. Enforcement.

(1) (a) Every peace officer, as defined in this section, has the authority to enforce the provisions of this article and in the exercise of such authority is authorized to stop and board any vessel.

(b) As used in this section, "peace officer" means any division of parks and wildlife officer or any sheriff or city and county law enforcement officer certified by the peace officers standards and training board pursuant to part 3 of article 31 of title 24, C.R.S.

(2) (a) Any actual expenses incurred by a governmental entity for backcountry search and rescue efforts stemming from any river running activity conducted for consideration by a river outfitter pursuant to this article 32 shall be reimbursed by said river outfitter. Such expenses shall include but not be limited to hours worked, fuel, a reasonable fee for use of equipment, and equipment repair or replacement costs, if any.

(b) Pursuant to subsection (2)(a) of this section, any expenses incurred by governmental entities stemming from backcountry search and rescue efforts that are reimbursed by a river outfitter shall be distributed as follows:

(I) If to local law enforcement agencies, on a pro rata basis in proportion to the amount of assistance rendered thereby;

(II) If to the division of parks and wildlife, one-half of the moneys shall be credited to the parks and outdoor recreation cash fund, created in section 33-10-111, and one-half shall be credited to the wildlife cash fund, created in section 33-1-112.

(III) (Deleted by amendment, L. 2011, (SB 11-208), ch. 293, p. 1393, § 24, effective July 1, 2011.)

(3) (a) (I) If an authorized representative of the division conducts an inspection or investigation and determines that any provision of this article or any regulation promulgated pursuant to this article has been violated and that such violation creates or may create an emergency condition which may have a

significant adverse effect on the health, safety, or welfare of any person, then such authorized representative shall immediately issue an order to the violating party to cease and desist the violating activity.

(II) Any order issued pursuant to this paragraph (a) shall set forth:

(A) The section of this article or the regulation promulgated pursuant to this article allegedly violated;

(B) The factual basis for the allegation of a violation; and

(C) A mandate that all violating activities cease immediately.

(III) (A) The recipient of any cease and desist order issued pursuant to this paragraph (a) may request a hearing to determine whether a violation of this article or of any regulation promulgated pursuant to this article has actually occurred if such request is made in writing within thirty days after the date of the service of the cease and desist order.

(B) Any hearing conducted pursuant to this subparagraph (III) shall be in accordance with article 4 of title 24, C.R.S.

(b) If a person fails to comply with a cease and desist order issued pursuant to paragraph (a) of this subsection (3), the director may request the attorney general or the district attorney for the judicial district in which the alleged violation occurred to bring an action for a temporary restraining order and for injunctive relief to enforce such cease and desist order.

(c) No stay of a cease and desist order may be issued until a hearing at which all parties are present has been held.

33-32-109. Denial, suspension, or revocation of license - disciplinary actions.

(1) The commission may deny, suspend, or revoke a river outfitter license, place a licensed river outfitter on probation, or issue a letter of admonition to a licensed river outfitter if the applicant or holder:

(a) Violates section 33-32-105 or 33-32-106 or uses fraud, misrepresentation, or deceit in applying for or attempting to apply for licensure;

(b) Unlawfully acts as a river outfitter if such violation results in a conviction;

(c) Advertises as a river outfitter in this state without first obtaining a river outfitter license;

(d) Violates any provision of law regulating the practice of river outfitting in another jurisdiction if such violation resulted in disciplinary action against the applicant or holder. Evidence of such disciplinary action shall be prima facie evidence for the possible denial of a license or other disciplinary action in this state if the violation resulting in the disciplinary action in such other jurisdiction would be grounds for disciplinary action in this state.

(e) Violates section 18-4-503 or 18-4-504, C.R.S., resulting in two or more second or third degree criminal trespass convictions within any three- to five-year period while acting as a river outfitter or guide; except that the commission shall be governed by section 24-5-101, C.R.S., when considering any such conviction;

(f) Violates section 33-32-105.5 (1) by employing any person as a guide who fails to meet the requirements of such section; or

(g) Violates any order of the division or commission or any other provision of this article or any rules promulgated under this article.

(2) A plea of nolo contendere or a deferred prosecution shall be considered a violation for the purposes of this section.

(3) (a) Any proceeding to deny, suspend, or revoke a license granted under this article or to place a licensee on probation shall be pursuant to sections 24-4-104 and 24-4-105, C.R.S. Such proceeding may be conducted by an administrative law judge designated pursuant to part 10 of article 30 of title 24, C.R.S.

(b) Any proceeding conducted pursuant to this subsection (3) shall be deemed final for purposes of judicial review. Any appeal of any such proceeding shall be made to the court of appeals pursuant to section 24-4-106 (11), C.R.S.

(4) The commission may deny an application for a river outfitter license or a renewal of a river outfitter's license if the applicant does not meet the requirements specified in section 33-32-105 or 33-32-106.

33-32-110. Advisory committee.

(1) The commission shall appoint a river outfitter advisory committee, consisting of two river outfitters and one representative of the division. The committee shall review and make recommendations concerning rules promulgated and proposed pursuant to this article.

(2) Repealed.

33-32-111. Fees - river outfitters cash fund.

All fees collected under this article shall be transmitted to the state treasurer who shall credit the same to the river outfitters cash fund, which fund is hereby created. The general assembly shall make annual appropriations from such fund for the direct and indirect costs of administration of this article.

33-32-112. Repeal of article.

This article 32 and the licensing function of the division are repealed, effective September 1, 2028. Before the repeal, the licensing function is scheduled for review in accordance with section 24-34-104.

COMMERCIAL LEASE AGREEMENT

PARKING FOR 10 VEHICLES

This Commercial Lease Agreement ("Lease") is made and effective May 1, 2022, by and between **Breton Highlands, LLC** ("Landlord") and **Mile Hi Rafting** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **2712 and 2712-1/2 Colorado Blvd, Idaho Springs, CO 80452** and legally described as follows (the "Building"): **A store front on Colorado Blvd (2712) and a house and self storage units in the back (2712-1/2). The property is located in the city limits of Idaho Springs, Clear Creek County in the state of Colorado.**

Few storage units in the back yard of the property described above have been dismantled and the area is available to parking purposes on temporary basis.

Landlord makes available for lease the back yard for temporary parking for up to 10 vehicles of Rafting business customers and their employees at **2712-1/2 Colorado Blvd (the "Leased Premises")**. Leased portion does not include the Storefront or the house and the self storage units in the back of the property.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **May 1, 2022** and ending **May 31, 2022**.

B. Tenant may renew the Lease for 4 (four) additional 1 (One) month/s terms (**June 1, 2022 to June 30, 2022, July 1, 2022 to July 31, 2022, August 1, 2022 to August 31, 2022, and September 1, 2022 to September 30, 2022**). The Tenant shall exercise such renewal option by giving written notice to Landlord not less than Twenty (20) days prior to the expiration of the Initial Term.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$1,200 (One Thousand Two Hundred dollars) per month**. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **6157 S. Fundy Way, Aurora, CO 80016** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. The Landlord will not increase the rent more than 5% for the renewal terms.

3. Use

The Tenant will use the leased premises for Rafting related business customers' and employees' vehicles parking. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, storing, manufacturing or selling of Drugs, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed. The Tenant agrees that Mile Hi Rafting will be fully responsible for the rents, repairs, insurance, etc, and guaranties that the property will not be used for anything other than Rafting related business.

Landlord: _____

Tenant: _____

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of the Leased Premises

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

10. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Parking with the leased premises is limited to the front of the building along Colorado Blvd.

11. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ten (10) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be

made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for Ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for Fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and

Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Security Deposit.

\$1,200 (One thousand Two hundred dollars) security deposit is required from Tenant.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Breton Highlands, LLC

6157 S. Fundy Way, Aurora, CO 80016

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord: Breton Highlands, LLC

Tenant:

CITY OF IDAHO SPRINGS

Planning Commission Communication



REPORT DATE: APRIL 28, 2022

MEETING DATE: MAY 4, 2022

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: CONDITIONAL USE PERMIT FOR A RAFTING USE AT 1743 MINER STREET

PETITIONER: Mile Hi Rafting

PROPERTY OWNER: Liberated Resurrections LLC

GENERAL LOCATION: 1743 Miner Street. Located on the west side of Clear Creek, north of I-70, east of City Hall and south of Miner Street.



REQUEST: Conditional Use Permit (CUP)

CURRENT ZONING: Historic District (HD)

COMPREHENSIVE PLAN: The proposed development is within the Downtown District.
The Comprehensive Plan indicates the area as Historic District.

BACKGROUND:

At the special Planning Commission meeting on April 20, 2022, the Petitioner requested a conditional use permit for a rafting use at 1743 Miner Street. This item was continued in order to allow the applicant more time to submit the following documents:

- Site Plan.
- A long-term lease reflecting landowner permission at a specific location to store or park any business related vehicles off site.
- A plan that indicates the flow and staging of the business and the vehicles associated with it.

The Planning Commission was interested in the practicalities of providing sufficient parking on site. The Municipal Code requirements for parking spaces for the proposed use appears to be less than is practical for the use. More discussion will ensue regarding parking in the parking section of this report.

The Petitioner is no longer proposing to have an enclosed trailer on the site. This frees up some additional space for parking as indicated on their site plan. All storage of materials is proposed to be located within the existing wooden enclosure and within the existing building. There is an area currently fenced off near the front of the building, adjacent to Miner Street that is proposed to be utilized as a staging area to prepare for trips and to await loading of the Vans. The Petitioner has indicated in their "A typical day at Mile Hi Rafting" plan two options for how to operate. Option one is to pick up patrons at 1743 Miner Street, travel to the "trailer lot", and then proceed to the put-in. The second option that they propose is to put-in at their location. Putting-in at the location raises additional questions about the storage or unloading of the rafts on the site and how that would function.

The City has received these documents very close to the packet deadline due to the Petitioner's interest in another potential site. This results in a very rushed staff report, however, the following report briefly addresses the main components of the request.

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

At the last meeting, the Petitioner submitted a Traffic Analysis that quoted the Downtown Master Plan. Both the Downtown Master Plan and the Comprehensive Plan discuss tourist services and in the case of the Downtown Master Plan indicates that the site be recommended for "Tourism-Related (Museum, Rafting, Biking)" uses. It is staff's opinion that the designation in the Downtown Master Plan is not cumulative. There are other locations within the plan that have the same indication. Some of them would be more suited for rafting or a museum. This site could certainly work for a bicycle rental/sales location, but may prove to be too small for a rafting business that concentrates a number of patrons at one time rather than a more fluid walk-in business.

ZONING:

The site is zoned Historic District (HD). A rafting company is a conditional use within the district. The description of a rafting use is as follows:

“River rafting operations and headquarters, excluding employee accommodations. All operations related to this use, including but not limited to employee parking, patron transportation (busses or vans) and storage of rafts and equipment must be conducted entirely on-site on the lot or lots owned, leased or rented by the rafting operation.”

The petitioner is requesting relief from the provision that all operations be located on the site through this Conditional Use Permit process. The Petitioner has indicated that they have an off-site location to park their vans and trailers when not in use or while staging. That plan entails parking the vans and trailers overnight at their property outside of town, see attached lease document, and when in operation stage the vehicles are proposed to be parked at a residential property located within the City. This residential property is not zoned for a commercial use or storage use and, as such, the extended staging and storage of vehicles and trailers there is not permitted. Staff cannot offer opinion as to how the County will interpret whether the County’s land use rules allow the proposed van/trailer storage on the property outside the City. The Petitioner has also indicated their intent to have patrons and staff park in nearby public parking and walk to the property. Regardless of the on-site operations provision found within the land use description, it is staff’s opinion that the site’s size creates the potential for nuisances to the surrounding properties.

LAND USE AND ZONING STANDARDS:

The Petitioner does not intend to construct new structures on the property except for awnings and tents for patrons to prepare for their rafting trips. Therefore, the lot size, lot coverage, building height, and setbacks are to remain in their current condition.

The building is located within the Historic District. Any exterior alterations are subject to the approval of the Historic Preservation Review Commission.

SITE PLAN AND PARKING:

The Petitioner has provided a new site plan since the last meeting. That site plan indicates twelve (12) parking spaces marked on the site. The Municipal Code indicates that the site should have a minimum of eight (8) parking spaces. Two (2) for the apartment, as it was rounded up from 1.5 spaces, and six (6) for the retail/rafting use. One of these spaces would be required to be an accessible space. It is staff’s opinion that the code envisioned a larger building being associated with a rafting use, and staff is recommending looking at the site from a practical lens, which the City can do when reviewing a CUP. One (1) parking space is required for the resident. One (1) space is required for a van to load, however, two vans would be needed to take a group. Are those vans staggered? How many employee spaces are most likely to be

utilized? Five (5) guides in addition to any office staff would be needed to take 25 patrons on a trip. Some of those staff members may park off site, however, a minimum of one (1) employee space is likely to be utilized. This results in nine (9) spaces remaining. If there are three (3) guests per vehicle this would equate to twenty-seven (27) patron, which does not include any potential bike shop users.

In addition, there is not enough drive aisle width between the existing parking spaces to the west and those proposed in front of the fenced enclosure. The code calls for a minimum of twenty-three (23) foot drive aisle and eighteen (18) foot deep spaces. This equates to forty-one (41) feet between the existing parking space to the west and the fenced enclosure. There is only thirty-seven (37) feet of space in the existing configuration.

ACCESS:

The sole access point for the property and its parking is on Miner Street and is shared with City Hall for use of its parking spaces on the west side of the parking lot. The internal site circulation is a concern due to the small size of the parcel.

The neighboring rafting business, located on the east side of Clear Creek has a Conditional Use Permit with restricting conditions that does not allow them to access the river. Staff is recommending that the same restriction apply to this property.

TRAFFIC ANALYSIS:

A traffic analysis has been submitted for the proposed use. The traffic analysis indicates different assumptions to that of the originally submitted documents. Due to the amount of parking on the site, the Petitioner has indicated that three (3) trips per day would run out of the location rather than four (4) trips per day so that the parking lot is allowed to turnover in between the trips. The traffic analysis indicates their opinion that with the alteration to the proposal the site will be sufficient for the use.

It is staff's opinion that some of the assumption that are outline in the traffic analysis are flawed, such as the number of employees that will be parking on the site or the number of locations that are needed for vans. Staff still has concerns pertaining to the traffic circulation of the area in the event that the proposed use is approved. It is staff's opinion that the site does not have sufficient space to allow for circulation, loading and unloading of patrons or larger vehicles resulting in increased circulation of vehicles seeking parking spaces throughout the neighborhood. The site is located close to the historic downtown, which is popular with pedestrians and already contains parking concerns. The proposed use potentially exacerbates those parking challenges.

As with the above issue, if this conditional use were to be approved, Staff believes it is appropriate to condition it on the same terms as the rafting business located to the east (1801 Miner St). In regards to traffic circulation, that condition is "[a]ll loading and unloading (rafts, buses, vans, patrons, etc.) for any

rafting operation to occur completely within the property and not on Miner Street and there will be no backing onto Miner Street by raft buses, vans, or patrons.”

As noted, staff is concerned that the site is too small to accommodate all loading and unloading activities on-site, with the likelihood of these activities spilling out onto Miner Street and adjacent properties to be high. Staff’s opinion is that such spill-over would have a detrimental effect on the surrounding area and properties. There are residential uses located in close proximity to the site, which may be affected by the presence of two (2) rafting companies on Miner Street east of Downtown.

SIGNS:

Signage has not been proposed at this time. All future signage shall comply with the sign ordinance.

SCREENING:

Any outdoor storage is required to be screened. The Petitioner has indicated that all storage will be within the building or the fenced enclosure.

CONSIDERATION FOR REVIEW AND APPROVAL:

CONDITIONAL USE PERMIT (CUP)

Section 21-105 (F) of the Code addresses the review and approval criteria for CUPs. Conditional uses may be approved by the City only where the applicant demonstrates that the following conditions will be met:

- (1) The proposed use conforms to all requirements of this Article and all other applicable provisions and other development regulations, standards or requirements adopted by the City;

The proposed use does not comply with all requirements of the Code. The off-site “trailer lot” is proposed on a property upon which such use is not an allowable zoning use. Also, as noted above, the proposed use does not conform to the requirement that all river rafting operations “be conducted entirely on-site on the lot or lots owned, leased or rented by the rafting operation.”

- (2) The proposed use is in general conformance with applicable provisions of the Comprehensive Plan, or that changed conditions occurring since the adoption of the Comprehensive Plan support approval of the proposed conditional use of the property; and

The Comprehensive Plan discusses tourist services, however, also focuses on mitigating impacts to local residents as indicated in the third (3) criteria of a CUP as listed below.

- (3) The proposed use will not result in impacts to adjacent properties which are significantly different in nature, type or extent than impacts caused by uses which are permitted by right in the zone district where the property is located.

It is staff's opinion that the proposed use will impact adjacent properties through the traffic impacts that it will create on an area of the City with limited parking and less than ideal circulation already. There are potential parking impacts to the rest of the neighborhood, including the residential uses in proximity to the east. Passenger vehicle circulation, loading and unloading of patrons on rafting vans, and the potential for larger vehicles associated with the business being required to backup on Miner Street, as they are unable to turn around on the site creating traffic flow delays, is of concern. Staff believes the conditions placed on the rafting operation to the east of this property (1801 Miner) are instructive in terms of the restrictions that are necessary for a rafting use to attempt to properly meld with adjacent properties in this area of the City.

STAFF SUMMARY:

It is staff's opinion that the Applicant has failed to demonstrate that the CUP criteria of Code Sec. 21-105(F) are met, which is the Applicant's burden to establish.

PLANNING STAFF RECOMMENDATION:

Staff recommends that the Planning Commission recommend **Denial** of the proposed Conditional Use Permit for the rafting use at 1743 Miner Street.

ALTERNATIVE TO STAFF RECOMMENDATION:

If the Planning Commission wishes to recommend Approval of the request, staff recommends including the imposition of following conditions, at a minimum, in addition to any other condition(s) the Commission finds are necessary for the proposed use to comply with the criteria of Code Sec. 21-105(F):

- No rafts, boats, inflatables, patrons, or employees of any rafting operation shall be allowed to enter or exit Clear Creek at this location.
- No housing, camping or overnight residential use related to the rafting operation of any type may occur on the property; this restriction does not apply to the lower level of the existing building on the property as it contains an existing residential unit.
- All loading and unloading (rafts, vans, patrons etc.) for any rafting operation to occur completely within the property and not on Miner Street and there will be no backing onto Miner Street by raft buses, vans, or patrons.
- All storage shall be within the existing building or within the fenced in area. Trailers are not permitted to be stored on the site.

Attached Documents:

- Petitioner's application and associated documents.

Land Lease Agreement

This agreement is between Arelene Costello (landowner) and Dan Costello (tenant), for the lease of certain parcels of land at 243 Ridgeview Trail, Idaho Springs, CO 80452, for the purpose of storing rafting equipment used for Mile Hi Rafting (operating company).

1. The parcel(s) contained in this agreement are is/described as follows: Open space at the top of the property, including access to the driveway. This space does not include the protected area atop the leach field.
2. The term of this lease shall be from May 1st to September 1st of each year, commencing on May 1st, 2022, except as terminated earlier according to the provisions below.
3. The tenant agrees to pay a lease fee to the landowner of \$1.00 per acre or \$1.00 total, per year. The tenant agrees to pay such sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed. This lease fee may be renegotiated annually.
4. Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, including but not limited to: The tenant agrees to employ standard best management practices.
5. Prohibited Uses: The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s):
6. The tenant agrees to prepare an annual management plan for review by the landlord. The tenant agrees to proper disposal of trash and waste.
7. The landowner agrees to pay all taxes and assessments associated with this parcel.
8. The tenant agrees to provide the landowner with evidence of liability insurance coverage.
9. Either party may terminate this lease at any time with 1 month notice to the other party. The tenant agrees not to assign or sublease his/her interest.
10. The terms of this lease may be amended by mutual consent.
11. A default in any of these provisions by either party may be cured upon written notice by the other party within 30 days of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.
12. Landowner retains his/her right to access the parcel(s) for the purposes of inspection without prior notification to the tenant.

signed:

Landowner
Tenant

Arlene Costello
Dan Costello

Arlene Costello

Dan Costello

date 04/27/2022

date 04/27/2022



Certificate of Completion

Document Information

Document Number: e624ef2b-2c56-4fc8-b418-8aaced00cdc7
Document Name: Land Lease Agreement
Date Created: 4/27/2022 8:17:48 AM (MST)
Date Modified: 4/27/2022 5:28:42 PM (MST)
Document Owner: Faith Costello-Wolff
Signatures: 2

Signatures/Initials

Dan Costello
Signed: 4/27/2022 5:28:42 PM (MST)
IP Address: 174.198.132.192

CTM eSignature by:
Dan Costello
efc4a26f-473d-4300-a920-5b889f1190ad8

Arlene Costello
Signed: 4/27/2022 4:15:10 PM (MST)
IP Address: 216.127.193.73

CTM eSignature by:
Arlene Costello
1a50134f-c7af-4d59-b9a5-49e4644563d8

A typical day at Mile Hi Rafting

Guides will drive to the vans located at 406 Miner Street at 9am. Vans will be unhitched from trailers and driven to 1743 Miner Street. Guests will arrive 30 minutes early for their 10am trip. At the scheduled time guides will gather all rafters together. Guides will assist guests to the screened area where our gear is kept. Guests will be given equipment and dress for their trip. Once all participants are equipped we will load the vans. Vans will drive to the waiting trailers and hook on. Vans with customers and rafts in tow will proceed to the put in.

Upon completion of the rafting trip customers, rafts and vans will proceed to the "trailer lot" The trailer with rafts on it will be unhooked. The van will proceed with customers to 1743 Miner Street. Rafters will de-van and proceed to the screened area to de-gear. Wetsuits will be placed in a horse trough where they are cleaned with water and a product called "sink the stink" (Sink the Stink is 100% biodegradable, hypoallergenic, and non-toxic made from 4 different odor destroying bacteria) Wetsuits will be hung on racks to dry inside the screened area. Customers will return inside to purchase apparel, and pictures. The process will continue based on how many trips we have that day. At the end of the day vans will be driven to the 'trailer lot' Guides will get in their cars and drive home.

An Alternative Operating Plan:

Mile Hi Rafting Could simply put their boats in the water at 1743 Miner Street. The bank is less steep than other put ins the Clear Creek Rafting community have utilized in the past. The turning of the river along 1743 Miner Street puts the potential Mile Hi Rafting put in on the inside bend of the Clear Creek which makes for less powerful currents and easier access. Putting boats in at 1743 Miner Street will alleviate many trips through town and to the 'trailer lot' Allowing Mile Hi Rafting to utilize the put in at 1743 Miner Street will also take some of the pressure off both the Chicago Creek, and Park put ins. Due to the horseshoe pits, throughput has been restricted at Courtney-Ryley-Cooper Park. The rafting community has also lost access at Whitewater Road and East Idaho Springs Road due to 'Greenway' construction.

A typical day **Putting In** at 1743 Miner Street

Guides arrive to 'trailer lot' at 9am
Guides drive to 1743 Miner Street in the van.
Guests will arrive 30 minutes early for their 10am trip
At the scheduled time guides will gather all rafters together.
Guides will assist rafters to the screened area where our gear is kept.
Guests will be given equipment and dress for their trip.
Guests will be given a safety speech on the do's and don'ts of whitewater rafting
Guests will be given instruction on how to stay in the boat, and how to paddle
The trip will launch from our riverbank
Vans will depart to collect the guests, and equipment, and return to 1743 Miner Street.

Map of the route extending from 1743 Miner Street to Carla Boucher's property on Soda Creek Road:

Mile Hi Rafting will utilize space at 406 Soda Creek Road to drop trailers, and park vans with trailers attached in between rafting trips. This will allow vans to enter the property at 1743 Miner Street with no trailer attached, for the purpose of loading customers.

Aerial view of 1743 Miner Street:

Rafters will walk along the building, in front of parked cars to the screened area. The Screened area will be accessed from a door that will be installed on the short side of the screen facing the building and bridge. Once at the screened area rafters will be given wetsuits and booties to put on. They will sit on the benches provided to put on their gear. Next we give out helmets and PFD's. Once everyone has the gear required we will board vans and proceed to the put in. Or

We will take our rafts and guests down the river bank, and begin the trip from our river bank.

Upon arrival back from the rafting trip guests will de-van and proceed to the screened area where they will peel their wetsuits off like a big banana and place them in the 'horse trough' where they are cleaned with water and a product called "sink the stink" (Sink the Stink is 100% biodegradable, hypoallergenic, and non-toxic made from 4 different odor destroying bacteria)

Wetsuits will be hung on racks to dry inside the screened area. Booties will be hung on drying racks inside the screened area.

Customers will return inside to purchase apparel, and pictures.

Memorandum

To: City of Idaho Springs

From: Brian Horan, PE

Date: April 20, 2022

Re: **Mile Hi Rafting – Idaho Springs, CO
Traffic Memorandum**



Introduction

The intent of this memorandum is to analyze the proposed Mile Hi Rafting use would have on traffic operations on adjacent roads in the area, and whether it would require any roadway improvements. The following letter will address the existing conditions, proposed trip generation and operations, parking analysis, and traffic impacts to the surrounding network.

Existing Conditions

The proposed Mile Hi Rafting use is addressed at 1743 Miner Street Idaho Springs, CO. The site is further identified as Clear Creek County Parcel 1835-363-00-218. The site is located on the eastern edge of the Historic Downtown District of Idaho Springs. Access to the site is provided via full movement access to Miner Street. Miner Street provides east-west connection through the Historic Downtown of Idaho Springs. The roadway section is striped for on-street parking and provides access to a number of commercial businesses to the west and additional commercial and residential development to the east. The site location is shown on Figure 1.



Figure 1 – Site Location



Downtown Plan

The Idaho Springs Downtown Plan (the Plan) was completed and adopted in December 2021 and provides guidance and improvement recommendations for the Downtown area. The subject site falls within the Downtown Plan Study Area. As such the Plan was reviewed to determine the proposed Mile Hi Rafting's use consistency with Idaho Springs planning efforts.

The Plan contemplates a number of mobility improvements including circulation routes and parking improvements. A review of the Plan shows that the parking capacity of the Historic District will be significantly increased and a circulator will likely be implemented that would provide access to Mile Hi Rafting. These improvements, although not necessary for the proposed use, will improve vehicular and pedestrian mobility in the area which the use will likely benefit from and have the potential to leverage.

The Plan also provides a Land Use map that contemplates the subject site as "Tourism Related (Museum, Rafting, Biking)" shown below in Figure 2. As shown in Figure 2, the proposed site use would be in direct conformance with the planned use for the site.



Proposed Use

Mile Hi Rafting seeks to utilize the existing building at the subject site to serve as the customer service area for rafting trips on Clear Creek. Equipment and vehicles will be primarily located offsite and the subject site will be used for customer and administrative use only.

Mile Hi Rafting is a seasonal operation that operates between Memorial Day through mid-August. It is the intent of Mile Hi Rafting to provide three (3) tours a day Sunday through Saturday. These tours will



be scheduled for 10:00 AM, 2:30 PM, and 6:00 PM. Operations on site include guests arriving before their scheduled time, filling out paperwork and getting dressed for the rafting tour, then getting picked up and taken to the tour by their guide. Tours generally last between 2 and 2.5 hours and guests depart the site well before the guest for the next tour arrives. This information was utilized to produce trip generation and parking demand analysis detailed below.

Trip Generation

In order to create trip generation estimates the operational information provided above was utilized. In addition, the following assumptions were made to determine a reasonable trip generation estimate for the proposed use:

- Guests arrive approximately 30 minutes before the tour time
- Guests leave the site for the designated tour within 30 minutes after the tour designated time in a Mile Hi Rafting vehicle with guide
- Guests have an assumed vehicle occupancy of 3 guests per vehicle
- Maximum tour size is 25 guests
- One employee vehicle is assumed on site
- Remainder of employee vehicles are parked offsite

Based on these assumptions, the site would generate up to 20 peak hour trips (10 inbound/10 outbound) during the 1:00 PM and 5:00 PM peak hour where guests and one employee vehicle would be leaving the site at the beginning of the peak hour and new guests would arrive towards the end of the peak hour. The site would generate up to 64 daily trips.

Network Impacts

The proposed use would result in an insignificant addition of trips to the surrounding network. It should be noted that the peak hour of the proposed use will typically occur outside the peak hour of the adjacent street network. No adverse impacts to the surrounding network are anticipated.

Parking

The site currently provides 10 parking spaces with additional pavement available for loading/unloading and circulation. From the operational information provided above this would provide sufficient space for Mile Hi Rafting operations. The parking demand of the site is provided in graphic form below.



As shown, 10 spaces would be sufficient for operations. It should be noted that nearby on street parking as well as public parking is available in close proximity to the site.

Idaho Springs provides off-street parking and loading requirements within Chapter 21, Article VI, Division I Sec. 21-127 Parking Space Required Table Sec. 21-127-1: Parking Requirements by Use. According to the Code a "River rafting offices and operations" should be parked at a rate of 1 space per 400 SF of GFA. According to Clear Creek County records the building on site is 2,497 GFA. This would require a total of 7 spaces. Under strict recognition of the Code the site would have a surplus of 3 spaces on site.

Conclusions

The conclusions of this analysis are as follows:

1. The proposed development is in conformance with the Idaho Springs Downtown Plan.
2. The proposed development will generate up to 20 peak hour trips and 64 daily trips on peak days.
3. The generated trips from the proposed Mile Hi Rafting project are expected to have minimal impacts on traffic operations on the existing roadway network.
4. Sufficient parking is provided for anticipated operations and is in compliance with the Parking and Loading requirements of Idaho Springs.
5. The proposed development is anticipated to be accommodated within the existing network and parking.

We trust that the information contained herein satisfy the request of Idaho Springs. If you have any questions or need further information, please contact Brian Horan at BrianHoran@gallowayus.com or 303-770-8884.









CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 3, Series 2022

**AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT A RIVER
RAFTING USE ON PROPERTY KNOWN AS 1743 MINER STREET, IDAHO SPRINGS,
COLORADO, WITH CONDITIONS**

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

WHEREAS, Dan Costello (the “Applicant”) applied to the City for a Conditional Use to permit a river rafting operation upon property known as 1743 Miner Street, Idaho Springs, Colorado (“the Property”), further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Planning Commission reviewed all facts and circumstances relevant to the aforementioned application (the “Application”) and the Property on April 20, 2022 and May 4, 2022, and forwarded its recommendation to the City Council; and

WHEREAS, the Application was scheduled for public hearing before the City Council on May 9, 2022, and due notice thereof was given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Zoning Ordinance of the City; and

WHEREAS, the public hearing was conducted on May 9, 2022, at which time interested parties were afforded an opportunity to be heard; and

WHEREAS, as of the date of said public hearing, no written protests to the proposed Conditional Use had been received; and

WHEREAS, after reviewing all of the relevant evidence and testimony, the City Council has determined that the proposed Conditional Use conforms to the relevant requirements of the Idaho Springs Municipal Code (“ISMC”), is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is significantly different than the impacts caused by uses that are permitted by right in the Historic Downtown (HD) Zone District only upon the imposition of certain conditions, as further set forth herein.

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

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

Section 2. The Property known as 1743 Miner Street, Idaho Springs, Colorado, is allowed a Conditional Use for the operation of a river rafting business (“River Outfitter” as

defined by Article II, Chapter 11 of the ISMC), with the following conditions and limitations:

1. No rafts, boats, inflatables, patrons, or employees of any rafting operation shall be allowed to enter or exit Clear Creek at this location.
2. No housing, camping or overnight residential use related to the rafting operation of any type may occur on the property; this restriction does not apply to the existing residential unit located on the lower level of the existing building on the property.
3. All loading and unloading activities (rafts, vans, patrons etc.) associated with the rafting operation shall occur completely within the property and not upon Miner Street, the adjacent property and its parking lot or any other adjacent area, and there shall be no backing of any vehicle (van, patron or otherwise) onto Miner Street
4. All storage shall be within the existing building or within the fenced in area. Trailers are not permitted to be stored anywhere on the site.
5. No buses or towed trailers may access or use the site, for any length of time.
6. A Lease (or valid renewal) for all off-site storage of the vehicles and trailers associated with the business must be verified annually at the Compliance Review conducted by the Planning Commission.
7. Prior to the occupancy and use of the Property under this Conditional Use Permit, the parking lot must be restriped per an updated site plan that complies with the ISMC.
8. Prior to the commencement of operations under this Permit in 2023 and each subsequent calendar year, the Applicant shall appear before the Idaho Springs Planning Commission for a Compliance Review to review the operation's compliance with all relevant requirements the prior year/rafting season and plans for the current year/rafting season. The Compliance Review is not a formal public hearing, but an informal review and discussion. The City may not take any official zoning action, such as revocation of this Conditional Use approval, without complying with all procedural, notice and hearing requirements applicable thereto under Chapter 21, ISMC. Nothing herein shall be construed to limit the City's authority to initiate a revocation proceeding under ISMC Ch. 21 at any other time of the year as the circumstances merit.

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

Section 3. Upon the effectiveness of this Ordinance, the City Clerk is directed to record a copy of this Ordinance, together with the Application approved hereby, with the Clear Creek County Clerk and Recorder, and the City Planner is directed to reference the Conditional Use approved hereby on the City of Idaho Springs Zoning Map.

Section 4. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

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

provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED, after public hearing, at the Regular Meeting of May 9, 2022, and second reading scheduled for May 23rd, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 23rd of May, 2022.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

Legal description of property commonly known as 1743 Miner Street, Idaho Springs, Colorado

Subdivision: Idaho Springs PT Becker PL # 229 & PT BLK 20 & P ABD RR ROW & IMP
-458/786 594/375 IMP SURV # 247362 784/744

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: May 23, 2022
Subject: Administrative Update

Requests for Action:

- None

Updates:

- The Mayor and staff attended on May 9 the weekly City Economic Recovery Task Force meeting.
- Attended on May 12 the recognition party for former Mayor Michael Hillman, former Mayor Pro Tem Bob Bowland, and City Clerk Diane Breece at Blackstone Rivers Ranch.
- Attended on May 13 the I-70 Technical Team meeting for the Floyd Hill reconstruction project.
- Attended on May 18 the annual Clean Up Day at the Idaho Springs Cemetery.

Upcoming Events:

- The Colorado Municipal League (CML) will be holding one of its regional outreach meetings at City Hall on Tuesday, May 24 from 3:00 to 4:30 p.m. All are welcome to attend.
- The annual Lyle Wohlers Law Enforcement Luncheon will be held on Wednesday, May 25 from 11:30 a.m. to 1:30 p.m. at Blackstone Rivers Ranch. All are welcome to attend.
- City offices will be closed on Monday, May 30 in observance of Memorial Day.
- A special City Council meeting will be held on Tuesday, May 31 at 7:00 p.m. to consider the liquor applications under the newly adopted downtown Communal Outdoor Dining Area (CODA).
- Due to inclement weather, the annual City Clean-up Day has been rescheduled for Saturday, June 4 from 8:00 to noon. Trash bags and dumpsters will be available at Courtney-Ryley-Cooper Park. The new hiking trail at Virginia Canyon Mountain Park will be available for use, as will the new horseshoe courts.

To: Mayor and City Council
CC: City Administrator Andrew Marsh
From: Jonathan Cain
Date: May 23, 2022
Subject: Staff Update
Attachments: None

Request for Action: None

Updates

- I was out of town in Madison Wisconsin from May 13-18.
- I have been attending meetings of the Interstate 70 Floyd Hill Project Technical Team. This group helps to plan for and make decisions relative to the project that will begin later this year.
- I have been attending meetings of the Region 10 Opioid Council. This group will plan and disburse funds that will be utilized for prevention, treatment and harm reduction in our region related to Opioid Use Disorder.
- I have been working with Jerad and Downtown Business Owners to help implement the 2022 version of the Miner Street Marketplace.
- I attended a training to apply for grants from the State Multimodal Opportunity Fund for Transportation Projects through the Denver Regional Council of Governments (DRCOG)
- I have been working to finalize information about the proposed Special Improvement District (SID) assessment that will be presented to the Downtown Property Owners on May 26, 2022. This meeting will be held at 5:30 PM at Tommyknockers. The proposed assessment will come before City Council for consideration at Work Session on June 13th.
- The date for Citywide Clean Up Day was changed to June 3rd due to the significant inclement weather predicted for May 21.
- Administration Staff has been working to improve our processes utilized for Utility Billing, as well as to determine whether it would be feasible to move to a monthly utility billing cycle.
- Administration Staff has been working to transition City Staff to a modern time keeping system that is better integrated with our current payroll software.
- I will soon be implementing the City's new notification system that will allow residents to be alerted of events happening in the City by Voice Call, Text, or Email. This system should begin operation this summer.

Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: May 23, 2022

Subject: Staff Report Regular Meeting

- ✓ Retirement Celebration 05/12/2022 was a hit
- ✓ Out of the office until 06/06/2022
- ✓ Working with Elected City Clerk on the LLA applications for Modification of premise for the CODA in my absence
- ✓ Rafting permits
- ✓ PD Open House May 23rd



IDAHO SPRINGS POLICE DEPARTMENT

3000 Colorado Blvd. Box 907 Idaho Springs, CO. 80452

Office 303-567-4291 /Fax 303-567-1014

www.idahospringsco.com

ISPD OPEN HOUSE SCHEDULED FOR MONDAY MAY 23rd, EVERYONE IS INVITED!

5/19/22

The Idaho Springs Police Department is hosting an open house on Monday, May 23rd, 2022 from 4:00 p.m. to 5:00 p.m. Everyone is invited to stop in and see the recent remodel and upgrades to the current police department facility. ISPD will also be honoring students from Clear Creek High School / Middle School who worked diligently on an art project for the lobby of the updated building. The art project "lead" and primary artist is CCHS graduating senior, Chloe Alspaugh, who oversaw the project with the assistance of 12 middle school students. The artwork will be proudly displayed in the lobby at the police department. ISPD will have police vehicles and police equipment on hand for the public to see. You and your family are invited to get your photo taken behind the wheel of a police car!

We will have light refreshments for those who attend. We would love the opportunity to meet with you and discuss any community concerns you may have. ISPD is an agency who has a "Commitment to Integrity and Safety through constitutional Policing and Dedication to our community." We look forward to seeing you at our open house!





To: Chuck Harmon, Mayor

City Council

From: Nate Buseck, Chief of Police

Date: May 04, 2022

Subject: City Council Report for May 09, 2022

Requests for Action: No Action Items

Calls for Service: Calls for service April 25, 2022- May 04, 2022 = **111**

Meetings/Events:

Chief Buseck attended:

05/09/2022 Economic Recovery Task Force

05/10/2022 Dept. Heads Meeting

05/12/2022 Mike Hillman, Bob Bowland, Diane Breece Retirement Send Off

05/17/2022 Met w/ local Pastor to discuss Police Chaplain Program

05/17/2022 Legal Meeting with CIRSA

05/18/2022 Wildland Fire Training for Law Enforcement

05/18/2022 Attended former Chief Bob Nowak Funeral Service

05/19/2022 Clear Creek County MAC Group Meeting (Multi-Agency Coordination)

Training:

Upcoming Training:

06/27-06/28: One Sergeant will attend Human Dynamics & Conflict Resolution Training (Thornton, CO)

07/25/22-07/26/22: Two Sergeants will attend Leadership for Front-Line Supervisors. (Wheatridge, CO)

Code Enforcement: Nothing to Report currently

Staffing:

70% Staffing/All officers are working 12hr shifts for coverage.

ISPD hired Officer Moore who is currently in phase 2 of FTO

Significant Incidents:

May 08, ISPD officers responded to the 300 block of Soda Creek on reports of an unconscious male party in the men's locker room. ISPD officers attempted to perform life saving measures until medical personnel arrived on scene. The male was determined to be deceased of apparent natural causes.

May 10, ISPD was dispatched multiple times throughout the evening to a woman in the 1300 block of Miner Street who was being disorderly, littering and defecating on the sidewalk. Upon the third contact with the female ISPD arrested the female party and she was held on a cash bond with the permission of the Clear Creek County Court.

May 12, ISPD officers assisted Colorado State Patrol in stopping and detaining a male suspect on I-70 near Central City Parkway. The male suspect had been road raging and menacing other vehicles on I-70 with a firearm.

May 14, ISPD responded to Hwy 40 to assist on an injured deer on the highway, that has apparently been struck by a vehicle. When an ISPD officer arrived on scene the deer appeared to be severely injured and in distress. An ISPD officer fired one round from their firearm to dispatch the deer.

May 17, ISPD took a phone call from a concerned male who had received text messages that his female friend was injured and not in a safe place with her boyfriend. The ISPD officer was able to track the female's phone and contact a nearby agency to perform a welfare check on the female party who felt unsafe in her situation. The other agency located the female in a neighboring jurisdiction and was able to confirm the female was ok.



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
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TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: MAY 23 2022
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Install, repair & replace signs
Street sweeping
Pothole patching
Parking line on Miner and parking lots have been completed

COLLECTION & DISTRIBUTION

Water Meter reading and repairs.
Utility locates
Clean and jet wastewater manholes

WATER & WASTEWATER

Both AGS basins are now on line. So far, they are performing as expected.
Fisher construction is working on the final punch list items. Hope to have the project finished up by the end of the month.

County Projects:

Contractor for the greenway trail has closed the road from Hidden Valley to the WRRF, access to the plant will be from the west side on the frontage road. The road will be a single lane controlled by stop lights.

Contractor set the bridge by the old skate park on May 3rd, the second bridge is planned for the week of the 16th, depending on weather. There will be traffic restrictions on Riverside on that day.

JOHN BORDONI