



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
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, April 22, 2024 – 6:00 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY April 22nd, 2024 6:00 p.m.**

- ❖ VCMP Tail Names
- ❖ 3-Mile Area Plan
- ❖ Police Department Annual Report
- ❖ Vendors in the Historic District

**IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION
INSTRUCTIONS**

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

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

TO: Mayor and City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: April 22, 2024
SUBJECT: Trail Naming in Virginia Canyon Mountain Park
ATTACHMENTS:



BACKGROUND

Staff received direction from City Council in December to develop a list of potential trail names for the trails in Virginia Canyon Mountain Park that reflect the natural beauty, historical significance, and adventurous spirit of Idaho Springs. Here is the comprehensive list of the proposed names for the trails:

10 Day Jack's	Sun & Moon
Druid	Morningstar
The Hot Time Lateral	The Mammoth Lateral
Mammoth Vein	Gauntlet Gold
Prize	Eureka
Three Cone Bit	Down the Hole
Auger	Bolt Torque
Bug Dust	Bullion
Crosscut	Labyrinth
Lode-Back Pit	Spalling Hammer
Knockers	Lump Hammer
Miners Jack	Porter
Area 28	Old School
Powder Keg	Blast Off
Detonator	Delayed Fuse
Misfire	Fire In the Hole
Panic Switch	Mother Lode
Fool's Gold	Skid Shaft
Tommy Knocker	Gully Raker
Bumble Foot	Country Rock
Cousin Jack	Tectonic
Ripper	Scrubber
Hopper	Volatile
Aladdin's Lamp	Drop Shaft
Powder Monkey	Ground Hog
Ghost Town	The Memorial
Blood Sucker	Widow Maker
In Too Deep	Into The Black
Dragons Lair	Out Of The Dark
Gilutine	

REQUESTS FOR DIRECTION

1. Does City Council approve of this list? Should any names be added/subtracted?
2. Would Council like to select top choices from this list for the first 4 trails to be named?

NEXT STEPS

During our City Council Meeting in December, City Council discussed placing several top name choices up for a community "Vote" in the Clear Creek Courant to determine what the top 4 trail names are. Depending on direction tonight, Staff will work with the Clear Creek Courant to complete that community engagement.

Once the final "top four" names are determined, Staff will work with our partners at COMBA to order and install signage throughout the park before its opening this summer.



TO: Mayor and City Council
CC: City Administrator Andrew Marsh, Assistant Administrator Jonathan Cairn
FROM: Dylan Graves, Community Development Planner
SUBJECT: City of Idaho Springs Three-Mile Plan
ATTACHMENTS: Department of Local Affairs (DOLA) Three-Mile Plan Guide
MEETING DATE: April 22, 2024

The scope of this work session item is to get feedback from City Council on updating the City's existing Three-Mile Area Plan, last updated in 2008.

BACKGROUND

A three-mile plan is a long-range planning opportunity for municipalities to consider where they want to annex, how they will provide service in the newly annexed areas, and how they will sustain adequate levels of service throughout the rest of the municipality. It ensures that the municipality will annex land only when it is consistent with pre-existing plans for the surrounding area. The City of Idaho Springs Three-Mile Area Plan was adopted in 2008 and provides direction concerning land use issues and infrastructure needs for lands within three miles of the current boundaries of the City. The plan identifies issues that should be addressed prior to any parcel of land being annexed into the City but does not propose the annexation of any lands near the City. Annexation of any land into Idaho Springs remains an individual landowner decision.

A three-mile plan is required to be updated regularly according to Colorado Revised Statutes (CRS) 31-12-105 (1) (e), as amended. Per the CRS, the plan is supposed to be updated annually. The CRS further states, "Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area." As the City has not adopted an updated plan since 2008, there is a need to adopt this plan in 2024 to maintain compliance with CRS standards.

Another reason to update the existing Three-Mile Plan now is because several annexations have been approved in the last few years and several others are in process. In the last few years, the following annexations have occurred:

- ARGO / Virginia Canyon Mountain Park Planned Development Parcels
- The Idaho Springs Cemetery
- The "Cabins" property adjacent to the City's Water Plant on Highway 103
- I-70 Right-of-Way Parcels (ongoing)
- 839 Colorado 103 (ongoing)
- VCMP Land Swap with Bob Young (ongoing)

Updating the City's Three-Mile Plan in response to recent annexations ensures that the plan considers future annexations in those areas. One example would be the I-70 Right-of-Way annexation currently under consideration. This annexation, if approved, would expand the City's boundary westward beyond the Exit 239 interchange and along the Stanley Road frontage by several hundred feet. This would open additional eligibility for annexations west of the City, which are not currently contemplated in the existing Three-Mile Plan. Similarly, opportunities for annexation along Colorado 103 have evolved since the existing Three-Mile Plan was adopted.

Finally, infrastructure improvements, including the replacement of old water and sewer lines and construction of new lines, has led to increased feasibility of expanding services outside of existing City Limits, which has an impact on the eligibility of parcels outside City Limits to petition for annexation.

REQUEST

City Staff requests authorization to pursue an update of the City's existing Three-Mile Area Plan. If authorized, Staff believes that the work can be done at the Staff level in consultation with the Planning Commission. Rather than creating a new document, Staff believes that we can update the existing Three-Mile Area Plan without the need for outside consultants. The existing plan was drafted by Katers & Associates with mapping assistance provided by Community Planning Services, but Staff believes an update to this

plan could be done in-house. The scope of work is anticipated to be the creation of new maps showing existing City Boundaries and planning areas followed by new analysis of land uses, transportation and utility facilities in the areas, and summary of annexation potential. Staff anticipates that this could be completed by mid-to-late 2024. Once updated, Staff would plan to provide minor changes annually for consideration and approval. It is unlikely that the Three-Mile Area Plan would require significant change from year-to-year.

NEXT STEPS

If authorized to begin, Staff would first work on developing an up-to-date map of the City showing current parcels within the City and a three-mile boundary around existing City Limits. Once completed, Staff would bring this item to the Planning Commission as a work session item to discuss appropriate planning areas and priorities for potential future annexations. After meeting initially with the Planning Commission, Staff would prepare a rough draft of the document to bring back to the Planning Commission for review and feedback. Once the Planning Commission believes the document is ready for consideration, Staff would schedule a work session with City Council. Following that work session, the finalized Three-Mile Plan would be presented for formal adoption by the City Council at a regular business meeting.

REQUEST FOR DIRECTION

- *Does City Council authorize City Staff to begin work on updating the City's Three-Mile Area Plan?*

ATTACHMENTS

1. **DOLA Three-Mile Plan Guide**



STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS

THREE-MILE PLAN

BACKGROUND

In 1987, the Colorado legislature made substantial changes to the state's annexation law. One of the more significant changes limited municipal annexations to no more than three-miles beyond a current boundary line in any given year, except under special circumstances. The legislature also required that a municipality adopt an annexation master plan for the three-mile area (or three-mile plan, as they are commonly known) prior to the completion of any annexation.

BEFORE YOU ANNEX

Prior to the final adoption of an annexation ordinance within the three-mile area, the municipality must have in place a three-mile plan. This plan must be updated at least once a year.

WHAT IS A THREE-MILE PLAN?

The three-mile plan is a long range planning opportunity for municipalities to consider where they want to annex, how they will provide service in the newly annexed areas, and how they will sustain adequate levels of service throughout the rest of the municipality. It ensures that the municipality will annex land only when it is consistent with pre-existing plans for the surrounding area.

The failure to plan specifically for the physical growth of a municipality can result in haphazard annexations that prove expensive to the municipality annexing the land, the county in which the land is located and the neighboring communities.

The statute requires a three-mile plan to generally describe the proposed location, character and extent of future public utilities and infrastructure (e.g., streets, bridges, parks, playgrounds, aviation fields, waterways, open spaces and other public grounds) as well as proposed land uses for the area. The master or comprehensive plan takes into account all land that is functionally related to the growth of the municipality, not just land within three miles of the municipal boundary. If the master or comprehensive plan covers these elements required for a three-mile plan, it will suffice as the three-mile plan, and many municipalities have adopted it as such. As noted above, the three-mile plan must be reviewed and updated annually.

In contrast to an annexation impact report, which is site specific to individual annexations, the three-mile plan takes a broader approach to the annexation and development of land. No plat of a subdivision of land within such an area may be filed or recorded until approved by the municipal planning commission. A proposed annexation should be consistent with the municipality's master plan and three-mile plan, in addition to other policies.

On a separate, more political point, when citizens hear the term "three-mile plan," some may jump to the conclusion that the municipality is intending to force everyone within three miles to annex. It is important to educate the citizens of the municipality but also the citizens in the county on this point. Generally speaking, municipalities cannot force landowners to annex, nor can landowners force municipalities to annex them.

WHAT IF WE DON'T HAVE AN UPDATED THREE-MILE PLAN?

The failure to have a plan prior to the completion of an annexation could open a municipality up to litigation. Colorado law limits those who have a right to challenge annexations to property owners within the annexed area, the county(ies) in which the land is located and neighboring municipalities within one mile. In areas with growth pressures, it is increasingly likely that these three groups will use the lack of a plan as grounds for invalidating the annexation.

State law does not specifically state that an annexation must be in compliance or conformity with a municipality's three-mile plan, though it is likely that a court would require a legislative finding that such compliance or conformity exists. If the annexation is accompanied by a proposed planned unit development, the PUD must be in general conformity with the municipality's master plan, irrespective of the three-mile plan (CRS §24-67-104(1)(f)). Neighbors of the project have the right to challenge the PUD, even though they might, in turn, challenge the annexation.

STATUTES FOR REFERENCE

Three-Mile Plan: 31-12-105(e)
Municipal Annexation Act of 1965: 31-12-101, et seq.
Annexation Impact Report: 31-12-108.5

Idaho Springs Police Department

2023 Annual Report



Commitment to...

Integrity and

Safety through constitutional

Policing and

Dedication to our community



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A Message from Chief Nate Buseck

ISPD made fantastic strides in 2023. I am most proud of becoming one of the few police departments that can say we are fully staffed. Our new hires in 2023 included Officer Saleem Romo and Officer Lewis Johnsen. We continue to accept applications and have a waiting list for future candidates. ISPD continued to emphasize training and had a 37% increase in training hours for 2023, totaling 1,383 hours. Training included Crisis Intervention Team training (with 8 of 9 total officers now being CIT trained), use of force review, search & seizure, de-escalation, and many other topics.

ISPD implemented a system that allows me, the Chief, to receive direct feedback from the public on how our officers are doing. A text message survey is sent to citizens for report related contacts and has been valuable in finding ways to improve our services. ISPD is both excited and grateful for the City's decision to purchase a building that will be renovated into a future state-of-the-art police station.

ISPD had numerous high-profile investigations in 2023. Like most communities, our agency and community are seeing the impacts of fentanyl use and distribution. ISPD investigated a fatal fentanyl overdose death of a recognizable young man from our community. ISPD was able to charge an individual for supplying the fentanyl to this victim. ISPD has recovered almost 1000 grams of fentanyl in the last 6 months, multiple firearms, and other illegal narcotics through a handful of our investigations.

ISPD said goodbye to our long time Records Coordinator, Cindy Teuling, who made the decision to retire in 2023. Cindy served in Records for almost 23 years (and also a Victims Advocate). Her tireless dedication and attention to detail will be missed. We hired Paige Kincade and are excited to have her on our team.

ISPD is celebrating 150 years of service to our community in 2023! Thank you for taking the time to review our 2023 Annual Report and supporting ISPD!

~~Nate Sweet~~



2023 Accomplishments & Awards

2023 Lyle Wohlers, Clear Creek County, Officer of the Year

Officer Ron Bailor (left)



2023 Chief's Award

Officer Ron Bailor (left)
Sergeant Richard Sonnenberg (far right)



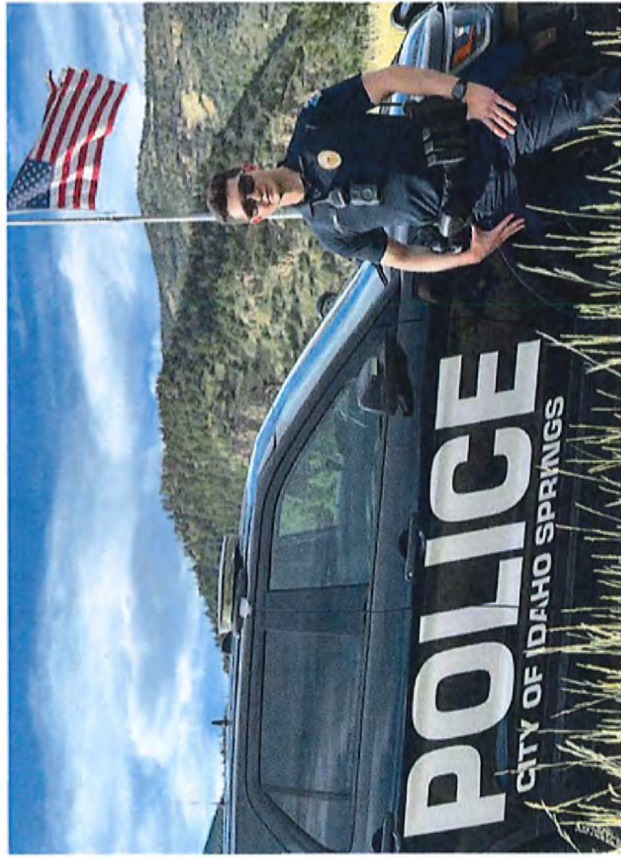
Life Saving Award

Officer Matthew Moore



Hired: 1 Records Coordinator 2 Officers

Paige Kincade, Records (Right)
Officer Lewis Johnsen (Lower right)
Officer Saleem Romo (Below)



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Retired - Cindy Teuling

23 Years as Records Coordinator



Thank you for your years of service!
You will be missed!!!



Training/ Equipment Upgrades

- Crisis Intervention Team training, CIT
- ALL officers are CIT trained (except 1 new hire)
- Pepperball – impact munitions
- WRAP restraint device
- Ballistic Shields / Rifle Plates
- 2 Sergeants – 40 Hour, Force Science Class
 - Certified Use of Force Analysts
- 1,383 Total Training Hours
 - 37% increase from 2022

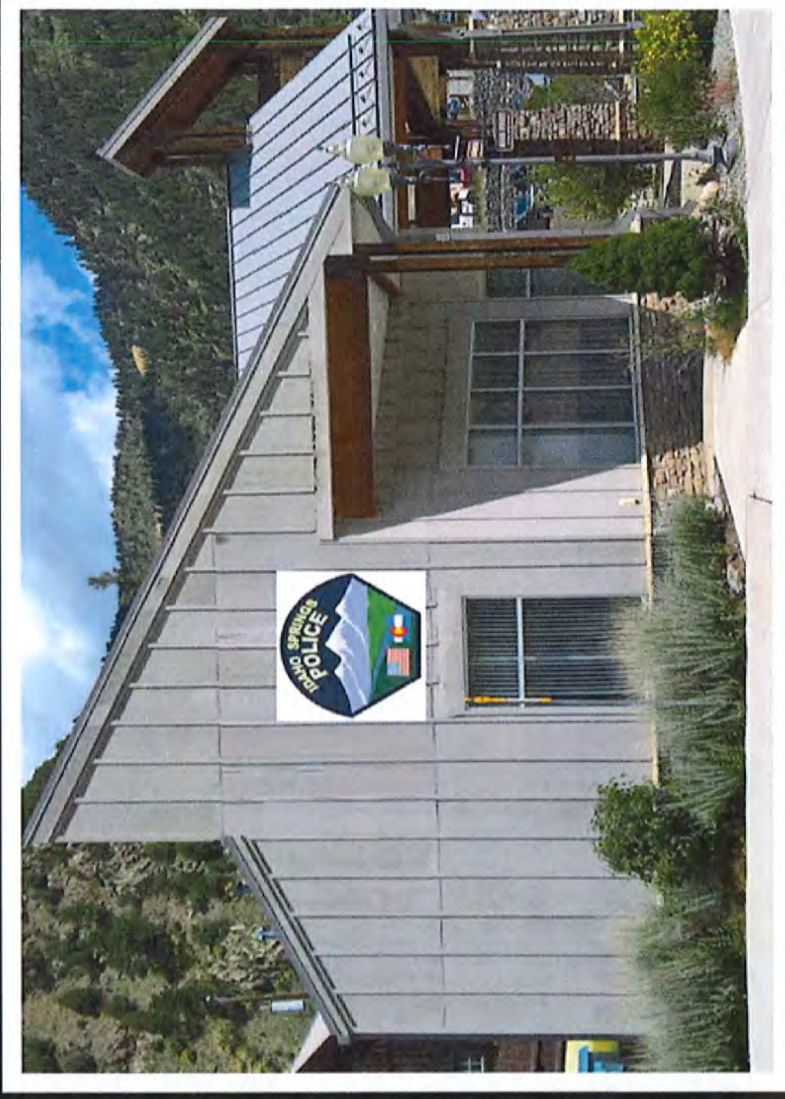


New Building Purchase, Planning, Design



New Building Purchase, Planning, Design

The summer of 2023 saw our City Council approve the purchase of the prior bank building located at 1744 Miner St. to house a new police station. The location is centrally located within the city, across the street from City Hall, and at the east end of the famous Idaho Springs Historic District. We have enlisted the help of a design team and are in the process of applying for grants to design and build our first ever, stand alone, police station. This will be a modern and efficient facility with up-to-date technology that will take ISPd many, many years into the future.



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New - Power Engage Citizen Feedback System

Excellent response time. Courteous.

Our officer was professional, helpful, outstanding and we told him how fantastic and polite he was!

Officer Ron Bailor arrived shortly after my call regarding a man who entered my home w/o permission by jumping over my locked fence & coming in the back door, thinking I was not home. Officer Bailor spoke with us both to assess the situation and calmly steered us to an agreed-upon solution. He offered to drive by later as he could to make sure we were all good while this man moved his daughter's belongings out of my house. I very much appreciated the interaction and the offer of checking back from the officer.

Good job!... testing.

Thank you

They guys were great and I appreciated their assistance

The officers were very respectful and professional, helping me get out of the elevator, which I was stuck in for about 20 minutes, assuring my safety while getting out and otherwise. They asked me if I needed to go to the hospital to get checked out. I didn't feel the necessity so I passed on that. I'd like to thank them for their services. Have a great day.

She was attentive with the situation.

The officers were very kind and efficient

The officers were very timely with their arrival and handled a very stressful situation for us with a calm controlled approach. I really appreciated how they addressed our concerns and thought outside the box to come up with solutions. I am very optimistic around the support and governance the Idaho Springs police department will provide for our community

Pleased with their professionalism as Officers

I was extremely happy with how seriously you took this incident! Tom was very helpful and I couldn't have asked for a better experience. Thanks for ally you guys/gals do!

Very friendly and helpful.

Very friendly and helpful.

Appreciate the help! All positive

Everyone who responded to the scene was absolutely wonderful. I was disoriented and completely in shock after a traumatic accident and the officers were gentle and reassured me that everything was going to be alright. This really helped to ease my mind in the middle of a terrible situation. Thank you for all your concern, and I'm indebted to you for everything you've done.

The operator was friendly and efficient with my matter

They were fantastic! So was 911 operator.

We appreciated the help this morning! Thanks for your calm assistance

ISPD invested in a system that pro-actively seeks out feedback from the public. We have received a multitude of comments related to the new system.

How can we improve?

We want to hear from you!



Scan the QR Code and make sure to push your "Send" button and a survey will be sent to you!

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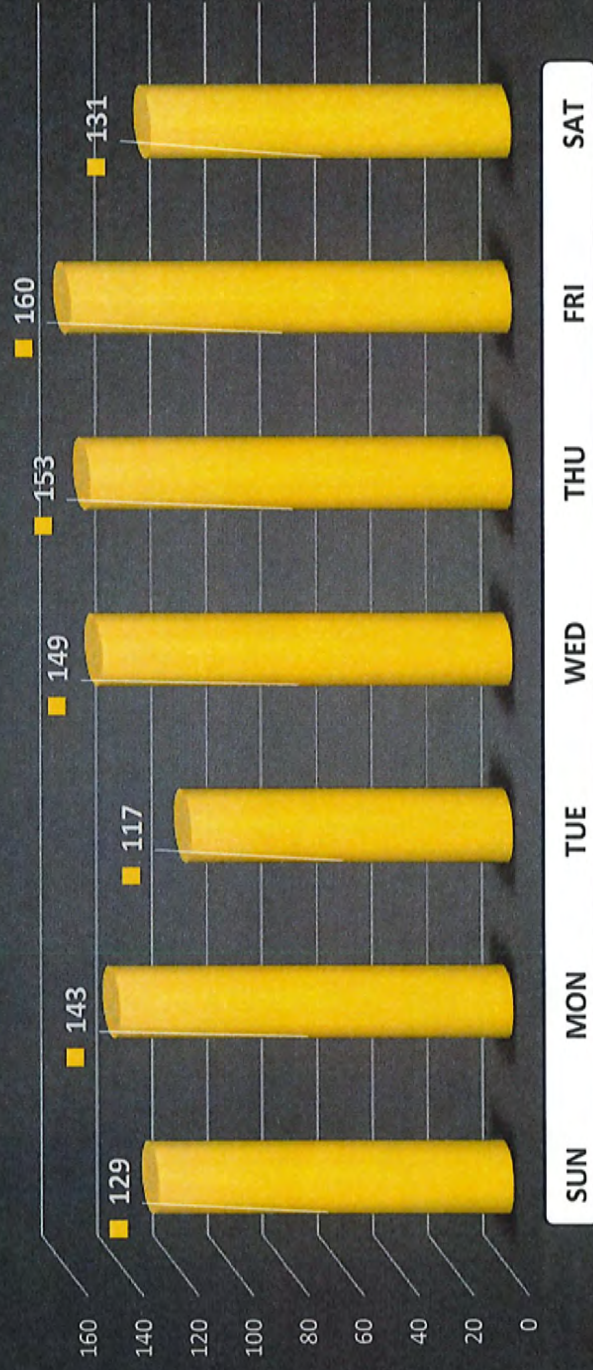
Power Engage Citizen Feedback System



The officers were very kind and efficient	We appreciated the help this morning! Thanks for your calm assistance
ISPD IS OUTSTANDING!	Thanks.
Professional,	Officer Morrow has been more than helpful she is going above and beyond to help me anytime I've contacted her I appreciate the effort that she has put in as well as officer Frost and officer Baylor
I believe I only spoke to dispatch but they were friendly and helpful.	Very nice, comfortable
The officer was very helpful and knowledgeable. And I thank him for his concern	All of your officers have been really kind and professional
Very fast response, helpful and very nice	Officer was Polite, friendly and responsive. No problems or concerns with interaction.
The officer was wonderful and I appreciate that he helped her with a ride. You guys are always good to us when we've had to call. We love ISPD	They we're understanding and helped without making things difficult in a very difficult mental
He was very professional and helpful.	Very nice, comfortable
The officer was very helpful and knowledgeable. And I thank him for his concern	All of your officers have been really kind and professional
Very fast response, helpful and very nice	Officer was Polite, friendly and responsive. No problems or concerns with interaction.
The officer was wonderful and I appreciate that he helped her with a ride. You guys are always good to us when we've had to call. We love ISPD	They we're understanding and helped without making things difficult in a very difficult mental health situation
He was very professional and helpful.	No feedback, the officer was great!
He was very nice while he was asking about it	The officers response time and professionalism was top notch, we appreciated them helping us very much
Officer Ishmael was great. Very professional, respectful, knowledgeable and compassionate. He was concerned not just about Ted, but also Amy and myself. He handled a difficult situation very well. We appreciate all that he did.	

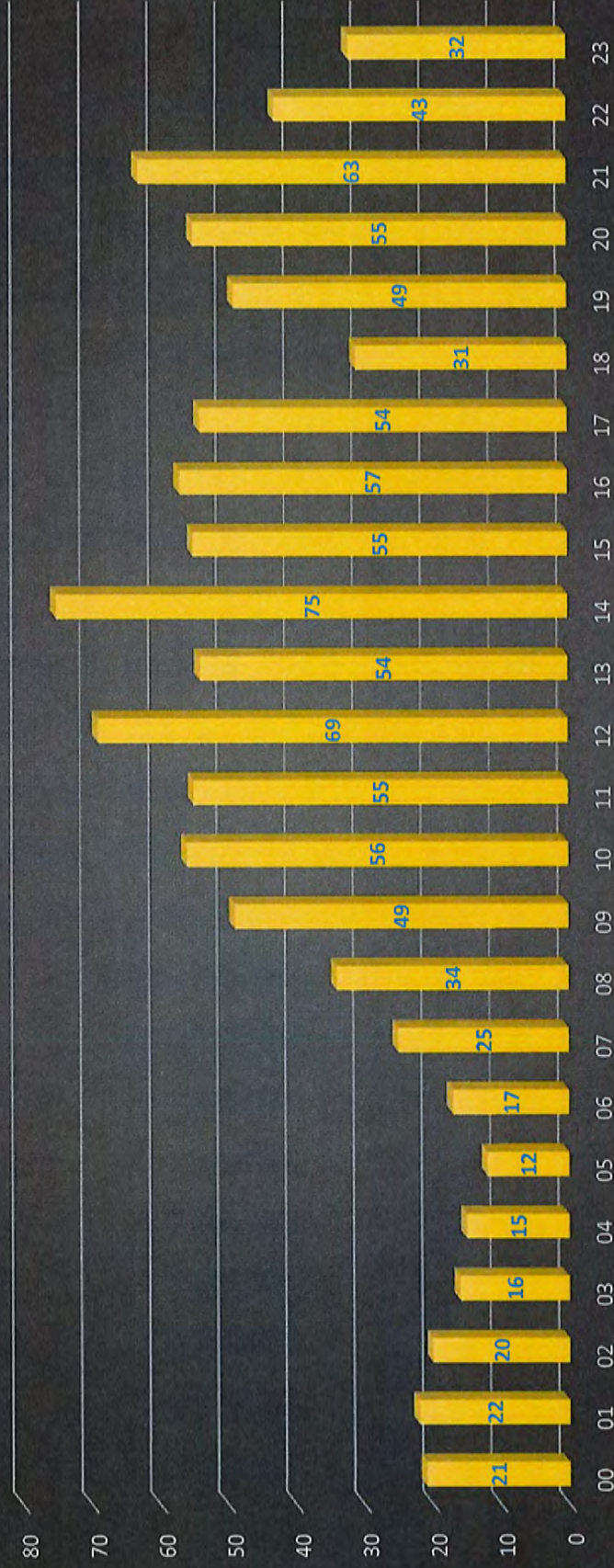
Case Reports Taken by Day of Week

ANAYLSIS BY DAY 2023



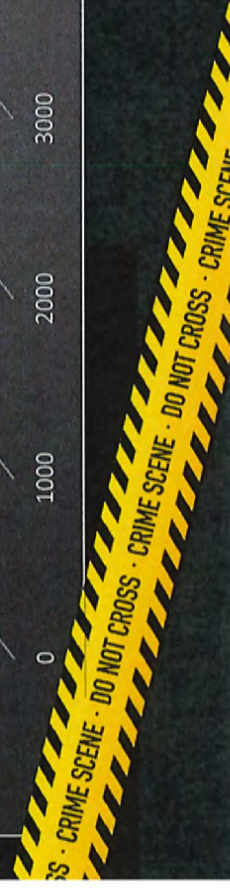
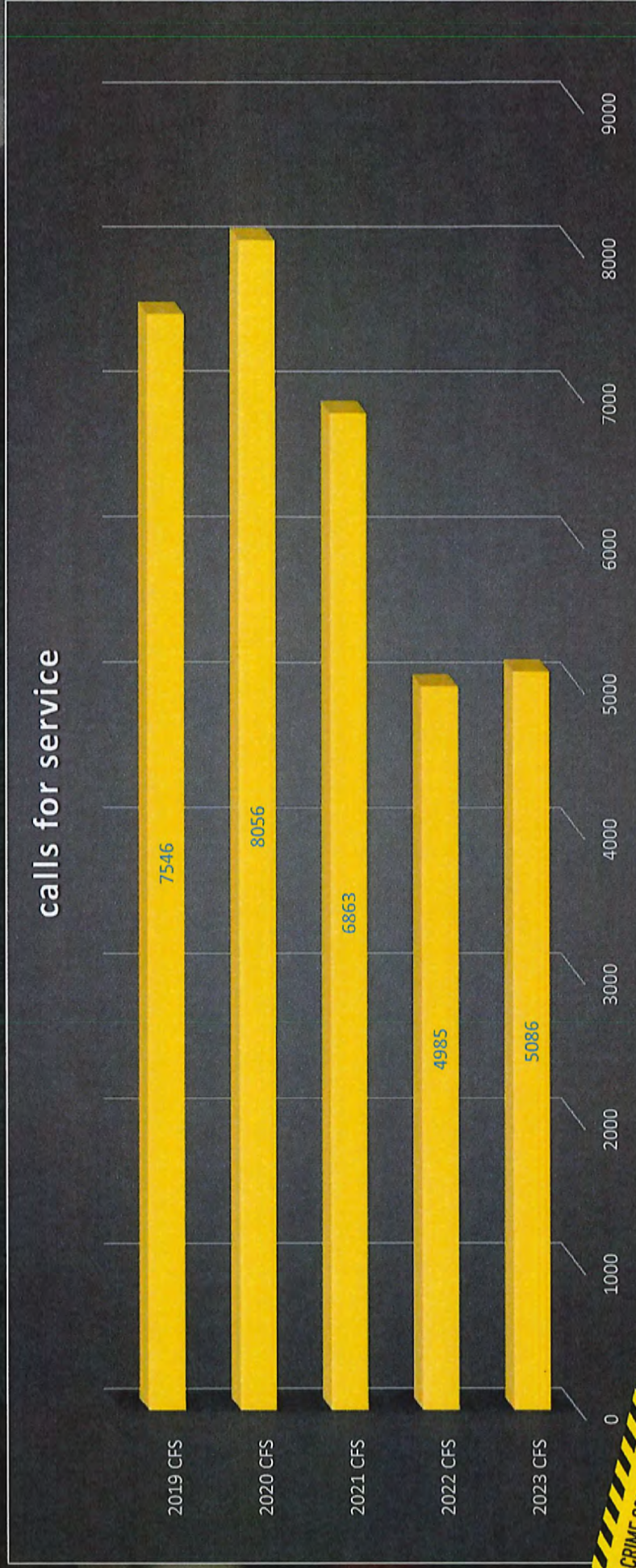
Case Reports Taken by Time of Day

2023 CFS BY TIME OF DAY

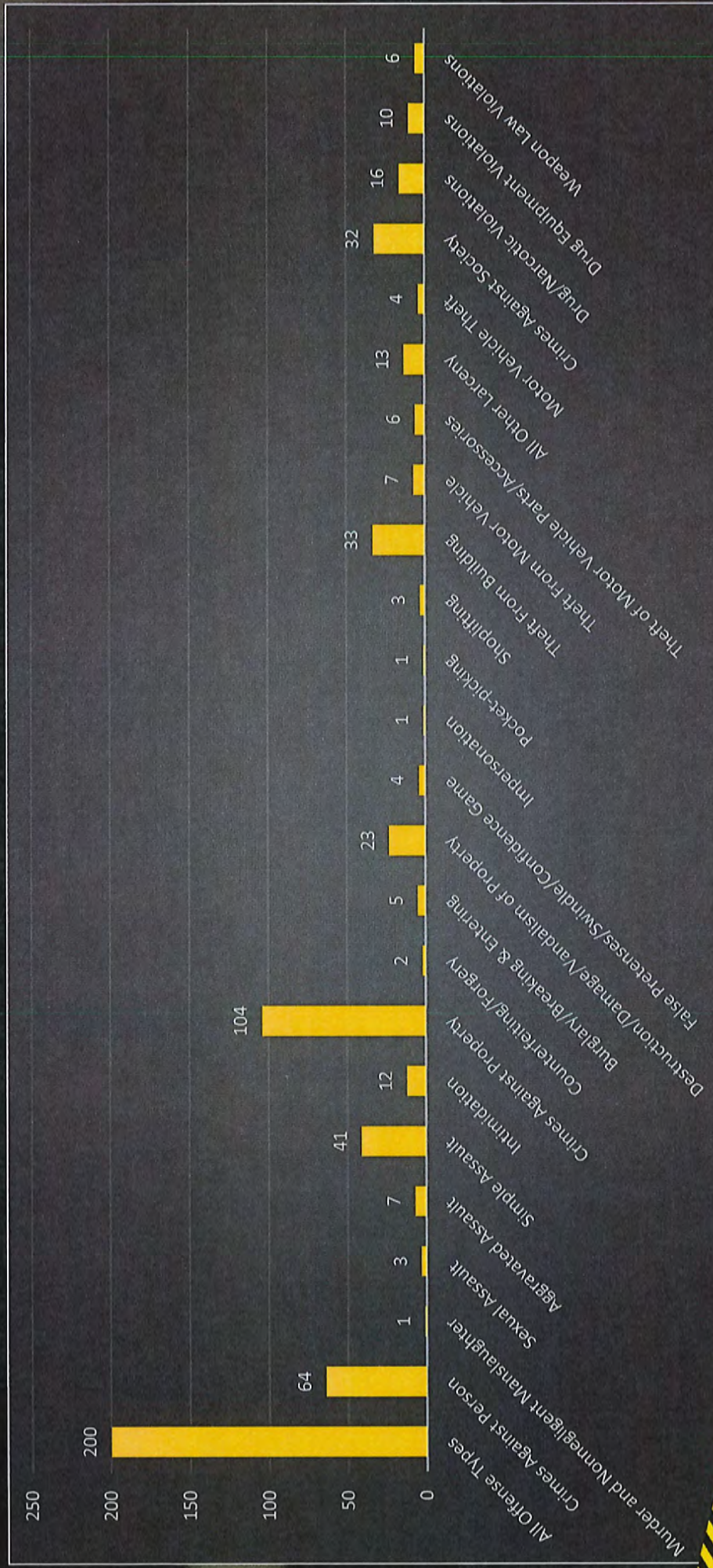


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Calls for Service



2023 Number of Crimes (NIBRS)



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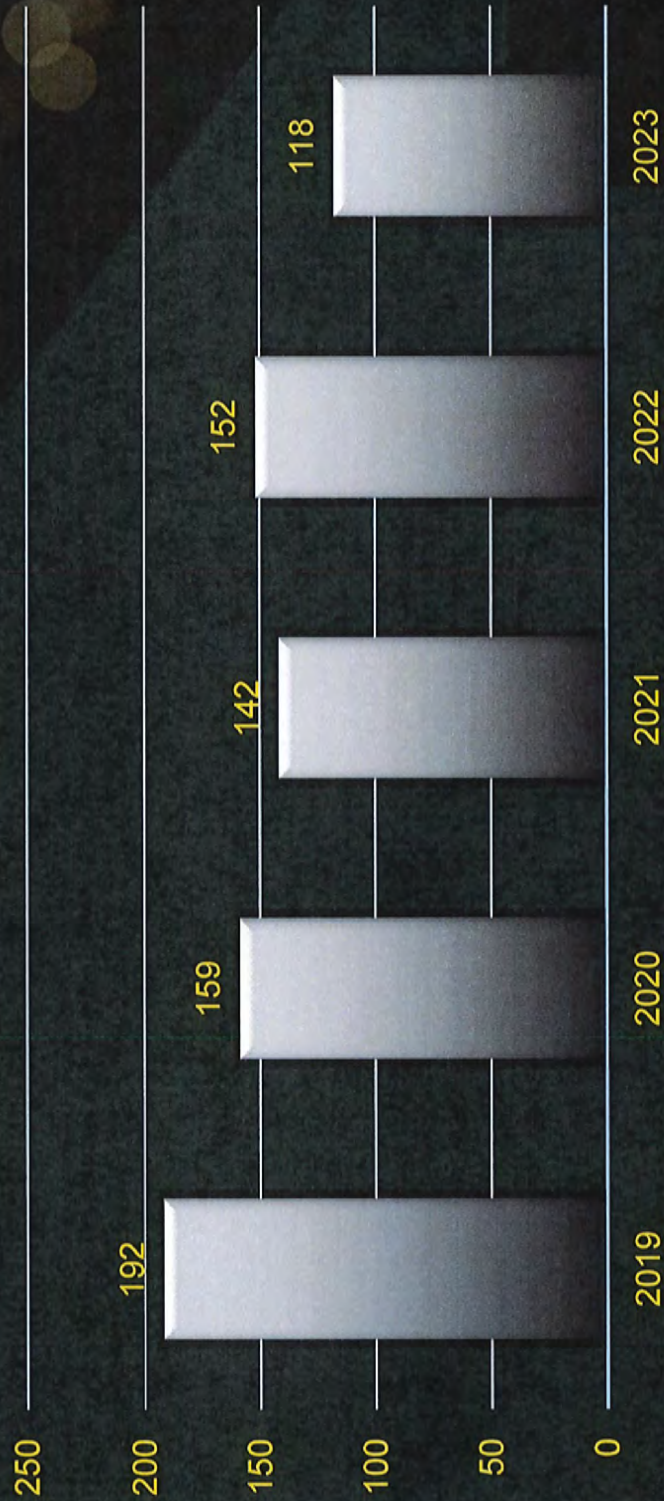
Call Comparison Over 3 Years

2021		2022		2023	
CLASSIFICATION	CASES REPORTS	CLASSIFICATION	CASES REPORTS	CLASSIFICATION	CASES REPORTS
ABANDONED	12	ABANDONED	13	ABANDONED	15
AGENCY ASSIST	107	AGENCY ASSIST	76	AGENCY ASSIST	121
ANIMAL	18	ANIMAL X3 CLASSES	9	ANIMAL X3 CLASSES	15
ASSAULT	32	ASSAULT	33	ASSAULT	41
BURGLARY	13	BURGLARY	11	BURGLARY	8
CIVIL PROBLEM	26	CIVIL PROBLEM	25	CIVIL PROBLEM	29
CONTROLLED SUBSTANCE	7	CONTROLLED SUBSTANCE	11	CONTROLLED SUBSTANCE	13
DAMAGED PROPERTY	38	DAMAGED PROPERTY	34	DAMAGED PROPERTY	23
DEATH	6	DEATH	9	DEATH	6
DUI	35	DUI	14	DUI	33
HARASSMENT	53	HARASSMENT	46	HARASSMENT	30
JUVENILE PROBLEM	8	JUVENILE PROBLEM	5	JUVENILE PROBLEM	7
MENTAL SUBJECT	30	MENTAL SUBJECT	32	MENTAL SUBJECT	21
ORDINANCE VIOLATION	22	ORDINANCE VIOLATION	13	ORDINANCE VIOLATION	16
SEXUAL ASSAULT	2	SEXUAL ASSAULT	6	SEXUAL ASSAULT	4
STOLEN VEHICLE	27	STOLEN VEHICLE	8	STOLEN VEHICLE	8
THEFT	56	THEFT	55	THEFT	64
TRAFFIC (DOES NOT INCLUDE ALL MUNI TRAFFIC)	56	TRAFFIC (DOES NOT INCLUDE ALL MUNI TRAFFIC)	38	TRAFFIC (DOES NOT INCLUDE ALL MUNI TRAFFIC)	132
TRAFFIC ACCIDENT (MVC)	142	TRAFFIC ACCIDENT (MVC)	152	TRAFFIC ACCIDENT (MVC)	118
TRESPASS	29	TRESPASS	42	TRESPASS	20
WEAPONS OFFENSE	5	WEAPONS OFFENSE	1	WEAPONS OFFENSE	4

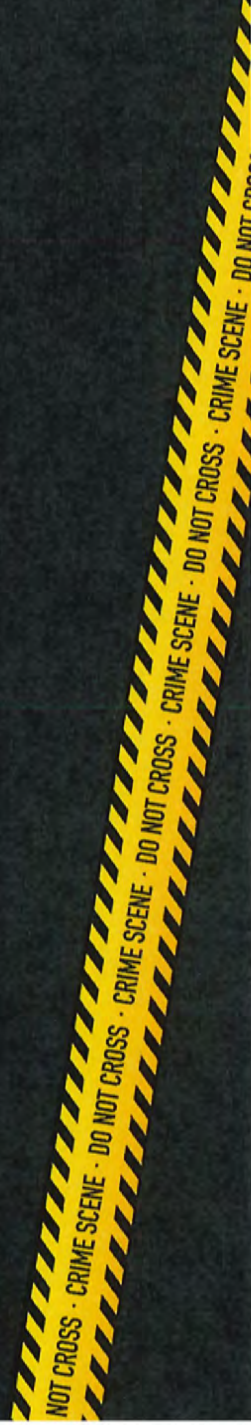
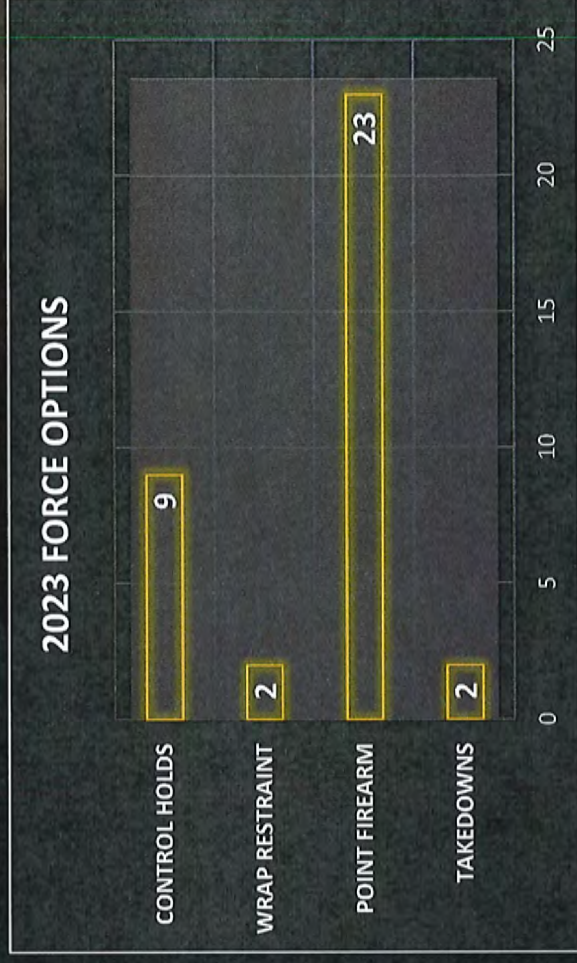


Motor Vehicle Crashes

MOTOR VEHICLE CRASHES 5 YEAR COMPARISON



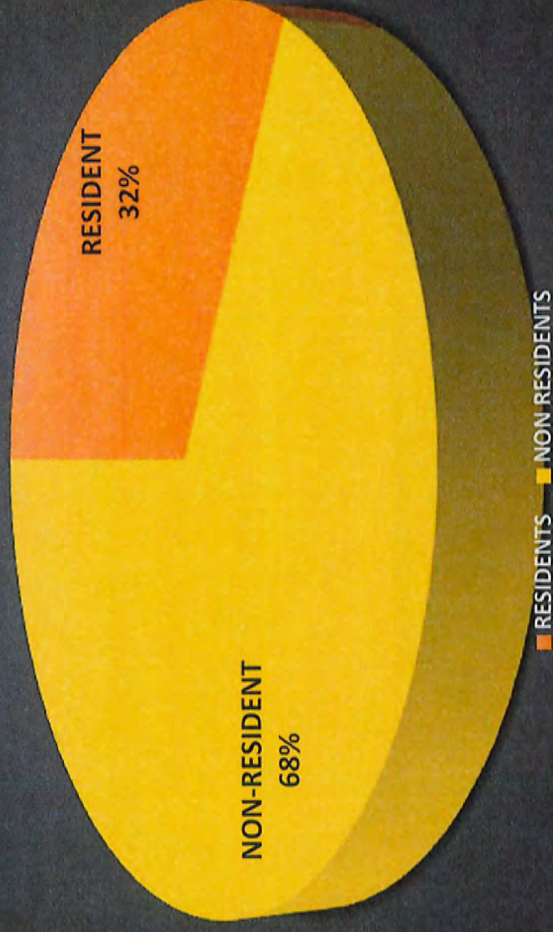
Use of Force Annual Comparisons



2023 DEMOGRAPHICS-CITY OF
IDAHO SPRINGS, CO.

2023 Use of Force Resident vs Non-resident Force Data

2023 USE OF FORCE
RESIDENT vs. NON-RESIDENT FORCE DATA



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Code Enforcement - Steven 'Zac' Zacharias



Animal Control
Parking enforcement
Abandoned vehicles
Tall grass/weeds
Snow removal
Illegal camping

Duties...



Code Enforcement

ZAK	2023	2022	2021	2019	2018
ABANDONED VEHICLE	25	34	31	20	15
ANIMAL	22	37	19	28	20
BUSINESS CHECK	0	1	4	4	5
ILLEGAL CAMPING	8	0	1	2	2
ILLEGAL DUMPING	0	1	2	0	1
MOTORIST ASSISTS	7	11	12	7	3
ORDINANCE VIOLATION	33	18	33	59	71
TRAFFIC CONTROL	4	0	2	0	3
VEHICLE TAGGED	12	30	13	15	10
VEHICLE TOW	4	2	2	4	0
WILDLIFE	1	0	1	2	1



Durango SUV with 5th wheel RV attached? How is this possible?



SERIOUSLY??? **--- NOT SAFE!**



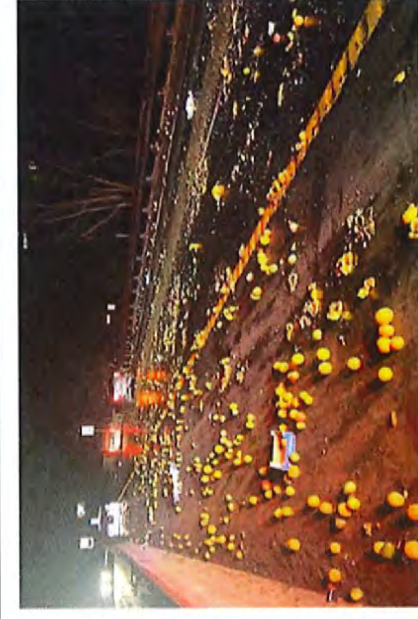
2023 Goals Accomplished

- Assisted in the development of the co-responder CCHAT team (Clear Creek Health Assistance Team)
- Continued de-escalation training / enhance officers' ability to safely take suspects into custody (Pepperball, Wrap, Shields)
- Fully staffed
- Enhanced communication with community members (Power Engage community feedback)



2023 Significant Calls

- January – Single vehicle rollover crash with injuries
- March – ISPD revive unresponsive party at recreation center
- March – I-70 Crash... Oranges/mangos cover highway
- May – Swiftwater rescue
- July – ISPD wrangle wayward sheep (with Sheriff Albers help)
- November – Fentanyl (783 grams), stolen gun, cash arrest
- November – ISPD make arrest in fentanyl overdose death

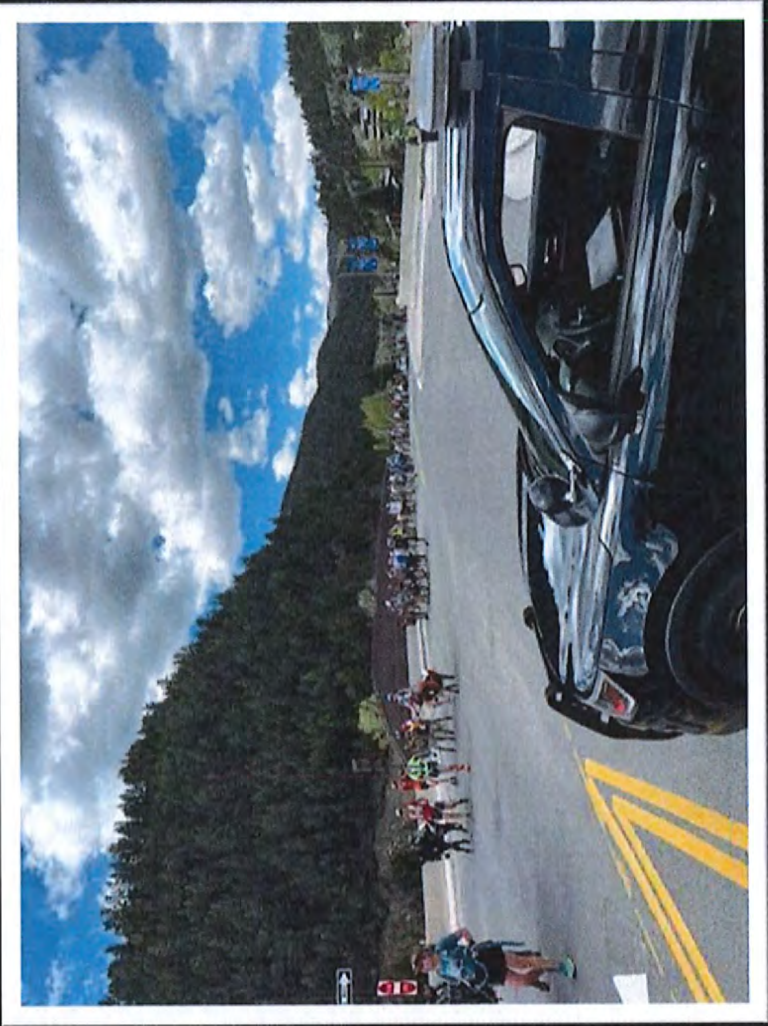


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Community Outreach – Special Events

- Burro races
- 4th of July Fireworks event



More Outreach...

- Santa Shop
- Halloween Trunk or Treat Parade
- Christmas Tree Lighting
- C3 Emergency Services event
- National Night Out, Empire

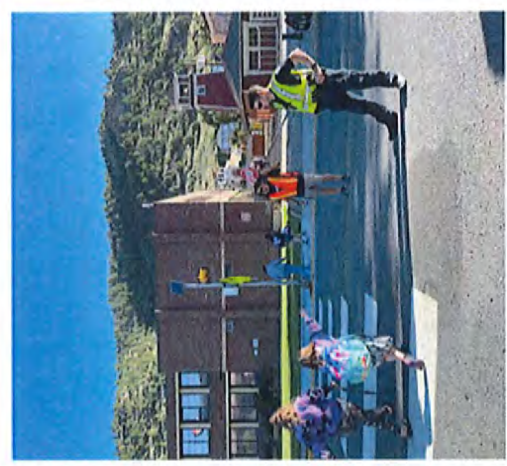
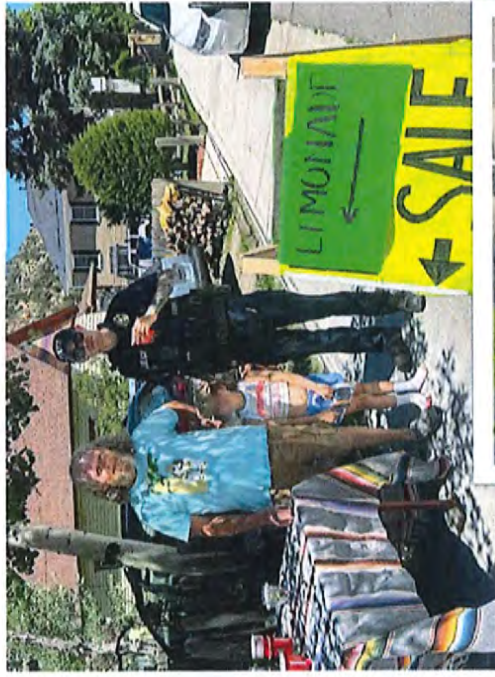


Chief Buseck (undercover), Officer Bailor, Officer Johnsen, and the Mayor of Georgetown – Parker the snow dog

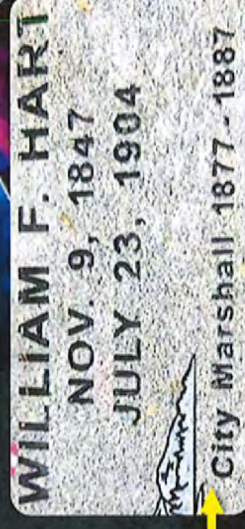


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ISPD and OUR Community



Idaho Springs cemetery
cleanup, found former City
Marshall tombstone

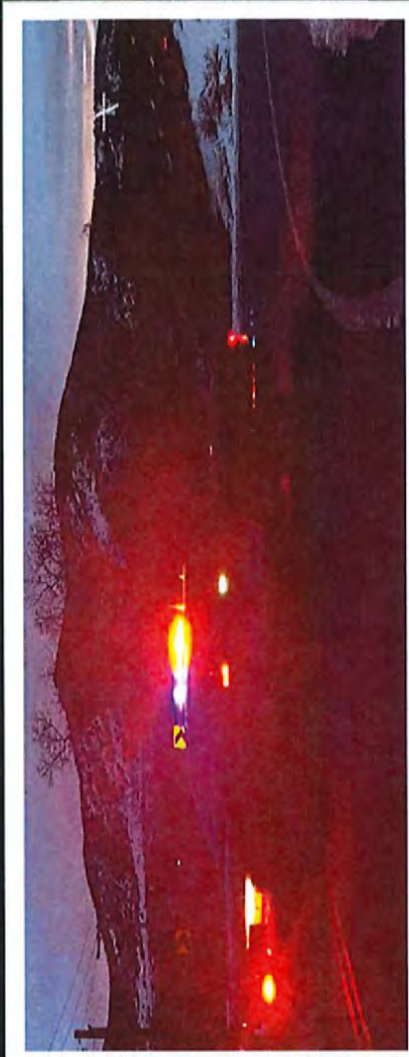


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Goals for 2024

- Maintain high staffing levels
- Complete overhaul of the website
- Add digital on-line reporting for Code Enforcement concerns
- Become 100% CIT trained agency
- Finalize overall renovation design for new police station and potentially begin renovations in 2024.



Fentanyl Impacting Community

- 11/27/2023 – ISPD finds 783 grams of Fentanyl, stolen gun, \$1,577 cash on traffic stop
- 11/07/2023 – ISPD makes arrest in Fentanyl overdose case



- No. 1 killer nationally of people ages 18-45.
- In Colorado, 920 people died last year after taking counterfeit prescription pills that contained fentanyl. Of those, 120 were ages 15 to 24, according to data from the Colorado Department of Public Health and Environment.
- Deaths regularly happen in clusters (Source: [Coloradosun.com](https://coloradosun.com))

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Jeffcom911 Online Reporting

IF THIS IS AN EMERGENCY, STOP AND DIAL 9-1-1

Step 1

Jeffcom911, the emergency communications center for Jefferson County, facilitates online reporting. By scanning the QR Code using your smartphone or by visiting the website provided below, you can create an incident that will go directly into the dispatch system. This eliminates the need to call the non-emergency dispatch number.



<http://jeffcom911.com/online-reporting>

Step 3

Jeffcom911

Online Reporting

After successfully submitting your incident, you will receive a confirmation message as well as a text message to the cellphone number provided. Jeffcom will receive the incident and will contact you if there are further questions.

Jeffcom Online Reporting: Your non-emergency online/mobile report has been received. A communications specialist will now review your submission and properly classify the call for service.

Step 2

Once you are at the online form, you will confirm that it is not an emergency. Next, provide incident details such as location, reporting party information and a brief description of what occurred. Some incidents can be reported directly to the selected jurisdiction through an additional link.

Jeffcom911

Online Reporting

Jeffcom911 is the emergency communications center for Jefferson County, Colorado. We are currently experiencing a high volume of calls and are unable to accept additional calls at this time. Please try again later.

Jeffcom911 is the emergency communications center for Jefferson County, Colorado. We are currently experiencing a high volume of calls and are unable to accept additional calls at this time. Please try again later.

Step 4

Jeffcom Online Reporting: Your online/mobile report has been reviewed. Your reference number is 123456789. The call will now be serviced appropriately.

Once your incident has been reviewed, you will receive another text message with a Master Incident Number. This number can be used for future reference.

For inquiries regarding your incident, contact Jeffcom911 at 303-980-7300.

Jefferson County Communications Center Authority - Jeffcom911

ROSS - CRIME SCENE - DO NOT CROSS - CRIME SCENE - DO NOT CROSS

**YOU NEVER KNOW WHAT YOU
MIGHT SEE ON I-70... CDOT
PLOWING ORANGES?**

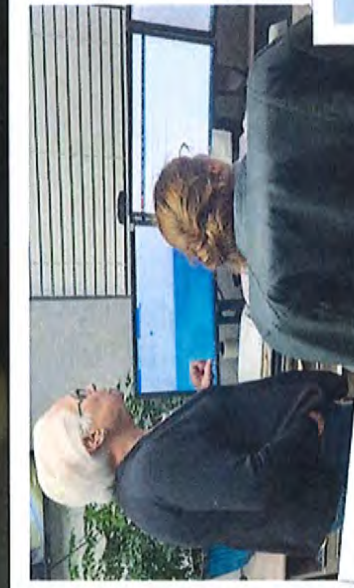


ISPD PRESS RELEASE – 3.20.23

Mangos and Oranges “Jar” Traffic Along I-70 in Idaho Springs

On March 29th, 2023, at approximately 9:50 p.m. the Idaho Springs Police Department was dispatched to a single vehicle accident involving a pickup truck, with no injuries being reported. The initial accident occurred on I-70 near mile marker 240.5 in the eastbound lanes. When officers arrived, they discovered a bit of a “sticky” situation as the truck had spilled copious amounts of oranges and mangos all over the interstate. During the initial crash, rogue fruit who were apparently attempting to evade being “juiced”, rolled onto the westbound lanes striking a passenger vehicle travelling the other direction which caused minor damage. The driver of the truck, 19-year-old Jesus Placido Catarino of Mexico, was cited for Careless Driving. Unfortunately, there was another tertiary crash on eastbound I-70 as responders were trying to investigate the original crash. The third crash resulted in a semi-truck rear ending another passenger vehicle, no injuries reported. CDOT plows responded to clear the highway of the fruit. These series of crashes are a great reminder to motorists to watch your speeds and to always be vigilant while operating a motor vehicle. One of the responding ISPD officers commented, “Chief, ‘orange’ you glad we didn’t have any injuries with these crashes?” The Chief replied, “Of course I’m relieved no one was injured. I want to ‘a-peel’ to all drivers to slow down and buckle up!”

“Commitment to... Integrity and Safety through constitutional Policing and Dedication to our community”



THANK YOU FOR SUPPORTING OUR DEDICATED TEAM!





Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: April 22, 2024
Subject: Staff Report Work Session

- ✓ There have been numerous requests to City Hall to allow vendors to operate in the Historic District this summer season. The Idaho Springs Municipal Code has specific regulations for vendors, specifically in the Historic District. Some of those regulations are listed below:

Sec. 9-115. Insurance.

No license shall be issued to an applicant who will operate from any moveable stand, as defined in Section 9-114 above, unless the applicant furnishes proof to the City of a public liability bond or insurance policy in an amount not less than one hundred thousand dollars (\$100,000.00) per incident and three hundred thousand dollars (\$300,000.00) aggregate, for property damage and injuries, including injury resulting in death, caused by the operation of the vending business. The requirements of this Section shall not apply to registered participants in a special event approved by the City Council.

Sec. 9-116. Restrictions. (e) May not occupy any area in the historic district except with the express permission of the City Council.

Looking for direction on how Council would like staff to process these requests for vendors that are asking to operate in the Historic District. For example, I have received a request for a gentleman to do caricature drawings in Citizens Park and I have received a request from a woman who would like to try to set up a stand to sell her handmade jewelry also in the Historic District.



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

NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, April 22, 2024
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the April 22, 2024 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from April 15, 2024
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to April 22, 2024
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **LIQUOR LICENSING AUTHORITY**
11. **FINANCE OFFICER**
 - a) March 2024 Financial Statements
12. **RESOLUTIONS**
13. **ORDINANCE FIRST READING**
14. **ORDINANCE SECOND READING**
 - a) Ordinance #10, Series 2024, An Ordinance approving an Amendment to the Occupancy Agreement for 2060 Miner Street between the City and the Historical Society of Idaho Springs.
 - b) **Public Hearing on** Ordinance #11, Series 2024, An Ordinance Rezoning an approximately 35,667 Square Foot Parcel owned by the City known as 2060 Miner Street from Park and Recreation (P) to Commercial 1 (C1).
 - c) Ordinance #12, Series 2024, An Ordinance Accepting and Recognizing the Alignment of the 900 Block of Miner Street.
15. **CITY ATTORNEY**
16. **CITY ADMINISTRATOR**
 - a) Staff report submitted with no requests for action.
17. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** – Staff report submitted with no requests for action.
 - b) **Community Development Planner** – No staff report submitted.
 - c) **Deputy City Clerk** – Staff report submitted with one request for action.
 1. Motion to approve a sewer credit in the amount of \$863.58 to the estate of Alva W. F. Busch, 1104 Miner Street, due to the discovery of a running toilet.
18. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action.
19. **PUBLIC WORKS DEPARTMENT**
 - a) Staff report submitted with one request for action.
 1. Move to approve a contract for services with HDR Engineering, for extended services on Virginia Street and Virginia Canyon reconstruction projects in the amount of \$43,670.00 from line item #23-00-5103.

20. **WATER FACILITIES DEPARTMENT**
 - a) Staff report submitted with no requests for action.
21. **COMMITTEE REPORTS**
22. **CITY CLERK/TREASURER**
23. **MAYOR / COUNCIL**
 - a) West Vail Pass Project
24. **EXECUTIVE SESSION**
25. **ADJOURN**
 - a) Next Work Session Monday April 29, 2024.
 - b) Next Regular Meeting on Monday, April 29, 2024

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

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

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

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

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

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

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

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

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
April 15, 2024**

The City Council of the City of Idaho Springs held a regular meeting on April 15, 2024, in the city council chambers. Mayor Harmon called the meeting to order at 7:00 p.m.

Answering the roll were: Mayor Chuck Harmon, Mayor Pro Tem Jeremy Jones, Councilmember Scott Pennell, Councilmember Lisa Manifold, Councilmember Janine Mariani and Councilmember Jim Clark. Councilmember Kate Collier was absent. Also present were City Administrator Andrew Marsh, Assistant City Administrator Jonathan Cain, Best & Brightest Fello Maria Schanhals, Community Development Planner Dylan Graves, Chief Nate Buseck, Public Works Superintendent Paul Crain, Water Facilities Superintendent Edward Sigward and City Attorney Carmen Beery attended via Zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL/MODIFICATION

Councilmember Pennell moved to approve the agenda for April 15, 2024. Councilmember Mariani seconded followed by an all-in favor voice vote.

CONFLICT OF INTEREST

APPROVAL OF MINUTES

Councilmember Pennell moved to approve minutes from April 08th, 2024. Councilmember Manifold seconded, followed by an all-in favor voice vote.

APPROVAL OF BILLS

Mayor Pro Tem Jeremy Jones moved to approve the bills to April 15th, 2024. Councilmember Manifold had a question about the bill to be paid to Filmtech Corporation. Water Facilities Superintendent Edward Sigward advised Ms. Manifold that the bill was for filter tube for the water treatment plant. Councilmember Mariani seconded followed by an all-in favor roll call vote

PUBLIC COMMENT

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY

FINANCE OFFICER

RESOLUTIONS

Councilmember Manifold moved to approve Resolution #7, Series 2024: A Resolution Approving a Contract to Buy and Sell Real Estate for Certain Property Within Clear Creek County, Colorado, Adjacent to the Idaho Springs Reservoir Known As Middle Lot Chicago Creek Road. Mayor Pro Tem Jeremy Jones seconded followed by discussion. Mayor Harmon wanted to lead the discussion by stating that the \$15,000.00 deposit included on this round of bills is for the earnest money to be wired for the purchase of this property. Mayor Harmon stated that this is for the purchase of about 50 acres of land next to the Idaho Springs Reservoir. Mayor Harmon mentioned how important it was for the city to purchase this property as the opportunity to do so may not come up again and if all of the asked for development downstream gets approved, it will be a struggle to be able to provide water for all of these new development so getting more land to possibly expand the reservoir is a good idea. followed by an all-in favor roll call vote.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

CITY ATTORNEY

CITY ADMINISTRATOR

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator- Staff report submitted with two requests for action.

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

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

POLICE DEPARTMENT

PUBLIC WORKS

WATER/WASTEWATER DEPARTMENT

MAYOR/COUNCIL

ADJOURN

Mayor Harmon adjourned the meeting at 7:12 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
4Rivers Equipment (2126)								
1604281								
1604281	Invoice	Cool Guard	03/29/2024	04/29/2024	276.95	Open	03/24	10-10-6150
Total 1604281:					276.95			
1608592								
1608592	Invoice	Filter Element	04/09/2024	05/09/2024	189.35	Open	03/24	10-10-6193
Total 1608592:					189.35			
Total 4Rivers Equipment (2126):					466.30			
A.D. Miller Services (2069)								
2411-13								
2411-13	Invoice	Public Works Facility	04/09/2024	05/09/2024	143,366.81	Open	03/24	21-00-7044
Total 2411-13:					143,366.81			
Total A.D. Miller Services (2069):					143,366.81			
AlphaGraphics (1013)								
17413								
17413	Invoice	annual report	04/11/2024	05/11/2024	916.57	Open	04/24	10-30-5325
Total 17413:					916.57			
Total AlphaGraphics (1013):					916.57			
AlSCO - Denver Linen (13)								
2916084								
2916084	Invoice	Carpets	04/09/2024	04/19/2024	77.34	Open	04/24	10-30-5108
Total 2916084:					77.34			
Total AlSCO - Denver Linen (13):					77.34			
AmeriGas (1478)								
3162833931								
3162833931	Invoice	Hazmat Fee fuel recovery	04/04/2024	05/04/2024	23.98	Open	04/24	51-00-6001
3162833931	Invoice	Propane	04/04/2024	05/04/2024	2,525.94	Open	04/24	51-00-6001
3162833931	Invoice	Propane	04/04/2024	05/04/2024	1,354.05	Open	04/24	51-00-6001
Total 3162833931:					3,903.97			
Total AmeriGas (1478):					3,903.97			
AV-TECH Electronics (1941)								
0094379								
0094379	Invoice	Install	04/10/2024	05/10/2024	506.00	Open	04/24	10-30-5105
Total 0094379:					506.00			
0094386								
0094386	Invoice	Install	04/10/2024	05/10/2024	506.00	Open	04/24	10-30-5105
Total 0094386:					506.00			
Total AV-TECH Electronics (1941):					1,012.00			
Axon Enterprise (1731)								
239106								
239106	Invoice	batteries	04/01/2024	05/01/2024	3.80	Open	04/24	10-30-6030

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
239106	Invoice	signal sidearm kit	04/01/2024	05/01/2024	448.20	Open	04/24	10-30-5105
Total 239106:					451.80			
Total Axon Enterprise (1731):					451.80			
Blackwell Oil (284)								
3312024								
3312024	Invoice	credit	04/04/2024	04/12/2024	23.51-	Open	03/24	10-10-6012
3312024	Invoice	Fleet Fuel Streets	04/04/2024	04/12/2024	219.99	Open	03/24	10-10-6191
3312024	Invoice	Fuel - Parks	04/04/2024	04/12/2024	98.91	Open	03/24	10-60-6191
3312024	Invoice	Red Diesel - Streets	04/04/2024	04/12/2024	785.55	Open	03/24	10-10-6012
Total 3312024:					1,080.94			
Total Blackwell Oil (284):					1,080.94			
Canyon Glass & Gutters Inc. (39)								
20587								
20587	Invoice	windshield	04/10/2024	05/10/2024	317.25	Open	04/24	10-10-6150
Total 20587:					317.25			
Total Canyon Glass & Gutters Inc. (39):					317.25			
Caselle Inc. (287)								
131950								
131950	Invoice	Contract Support - admin	04/01/2024	04/25/2024	371.00	Open	05/24	10-20-5108
131950	Invoice	Contract Support - pd	04/01/2024	04/25/2024	371.00	Open	05/24	10-30-5108
131950	Invoice	Contract Support - streets	04/01/2024	04/25/2024	371.00	Open	05/24	10-10-5108
131950	Invoice	Contract Support - waste water	04/01/2024	04/25/2024	185.50	Open	05/24	52-00-5108
131950	Invoice	Contract Support - waste water	04/01/2024	04/25/2024	185.50	Open	05/24	52-00-5108
Total 131950:					1,484.00			
Total Caselle Inc. (287):					1,484.00			
CenturyLink (569)								
684536249								
684536249	Invoice	WTP Internet	04/12/2024	05/12/2024	618.28	Open	04/24	51-00-5335
Total 684536249:					618.28			
Total CenturyLink (569):					618.28			
Certified Languages International (2112)								
334110033124								
334110033124	Invoice	Translator	03/31/2024	04/30/2024	176.55	Open	03/24	10-30-5108
Total 334110033124:					176.55			
Total Certified Languages International (2112):					176.55			
CIRSA (1511)								
241013								
241013	Invoice	additional vehicles to policy	04/15/2024	05/15/2024	4,382.76	Open	04/24	10-30-5301
Total 241013:					4,382.76			
Total CIRSA (1511):					4,382.76			
Clear Creek County Clerk & Rec (61)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
43913								
43913	Invoice	recordation	04/08/2024	05/08/2024	18.00	Open	04/24	10-20-5316
Total 43913:					18.00			
Total Clear Creek County Clerk & Rec (61):					18.00			
Clear Creek Fire Authority (65)								
4/1/24								
4/1/24	Invoice	2nd Quarter	04/01/2024	05/15/2024	74,968.75	Open	04/24	10-50-5050
Total 4/1/24:					74,968.75			
Total Clear Creek Fire Authority (65):					74,968.75			
Clear Creek Supply (291)								
3438								
3438	Invoice	screws and tow strap	03/21/2024	04/21/2024	48.79	Open	04/24	10-60-5208
Total 3438:					48.79			
3878								
3878	Invoice	anchors	04/03/2024	05/03/2024	8.37	Open	04/24	10-60-5208
Total 3878:					8.37			
898								
898	Invoice	socket bit set	04/04/2024	05/04/2024	11.99	Open	04/24	10-10-6020
Total 898:					11.99			
4025								
4025	Invoice	supply line	04/09/2024	05/09/2024	22.58	Open	04/24	52-00-5204
Total 4025:					22.58			
4087								
4087	Invoice	ratchet straps	04/10/2024	05/10/2024	21.98	Open	04/24	52-00-6025
Total 4087:					21.98			
951								
951	Invoice	key and key tag	04/10/2024	05/10/2024	3.47	Open	04/24	10-10-6010
Total 951:					3.47			
4113								
4113	Invoice	allen set and anchor shackle	04/11/2024	05/11/2024	29.95	Open	04/24	10-10-6020
Total 4113:					29.95			
4136								
4136	Invoice	snow plow oil	04/11/2024	05/11/2024	41.97	Open	04/24	10-10-6193
Total 4136:					41.97			
4164								
4164	Invoice	spray paint	04/12/2024	05/15/2024	16.98	Open	04/24	10-30-6040
Total 4164:					16.98			
4294								
4294	Invoice	hook	04/16/2024	05/16/2024	8.78	Open	04/24	52-00-5204

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 4294:					8.78			
Total Clear Creek Supply (291):					214.86			
Clear Creek Surveying (1993)								
339	339 Invoice	powder house	04/11/2024	05/11/2024	1,650.00	Open	04/24	21-61-7042
Total 339:					1,650.00			
Total Clear Creek Surveying (1993):					1,650.00			
Colorado Analytical Lab (945)								
240409054	240409054 Invoice	total coliform P/A compl	04/10/2024	05/10/2024	103.50	Open	04/24	51-00-5201
Total 240409054:					103.50			
240409049	240409049 Invoice	TSS/testing	04/11/2024	05/11/2024	14.40	Open	04/24	51-00-5201
Total 240409049:					14.40			
240402074	240402074 Invoice	Wastewater Testing	04/12/2024	05/12/2024	512.10	Open	04/24	52-00-5201
Total 240402074:					512.10			
Total Colorado Analytical Lab (945):					630.00			
Colorado Community Media (1981)								
109817	109817 Invoice	Legal Publication	04/12/2024	05/12/2024	518.80	Open	04/24	10-20-5312
Total 109817:					518.80			
Total Colorado Community Media (1981):					518.80			
Comcast (1486)								
198861159	198861159 Invoice	New High speed internet for WWT	04/01/2024	05/01/2024	2,413.69	Open	03/24	52-00-5335
Total 198861159:					2,413.69			
0194987-5142024	0194987-5142024 Invoice	Pd internet	04/05/2024	04/30/2024	253.16	Open	03/24	10-30-5335
Total 0194987-5142024:					253.16			
Total Comcast (1486):					2,666.85			
Dog Waste Depot (1716)								
701282	701282 Invoice	Dog Waste Bags	04/02/2024	05/02/2024	1,046.55	Open	04/24	10-60-6010
Total 701282:					1,046.55			
Total Dog Waste Depot (1716):					1,046.55			
Douglas County Emergency Communications (2129)								
02417	02417 Invoice	Is the Caller the Killer Training Fro	04/09/2024	05/09/2024	400.00	Open	04/24	10-30-5212

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 02417:					400.00			
Total Douglas County Emergency Communications (2129):					400.00			
Foothills Auto & Truck Parts (1021)								
103229								
103229	Invoice	emergency kit	04/03/2024	05/03/2024	64.99	Open	04/24	51-15-6022
Total 103229:					64.99			
Total Foothills Auto & Truck Parts (1021):					64.99			
Galls (527)								
027393523								
027393523	Invoice	romo - boots	03/18/2024	04/17/2024	155.00	Open	05/24	10-30-6030
Total 027393523:					155.00			
027506005								
027506005	Invoice	collar brass	03/28/2024	04/28/2024	33.00	Open	03/24	10-30-6030
Total 027506005:					33.00			
Total Galls (527):					188.00			
HDR Engineering, Inc (1605)								
1200612830								
1200612830	Invoice	Mobility Hub	04/15/2024	05/15/2024	3,200.00	Open	03/24	59-70-5108
Total 1200612830:					3,200.00			
Total HDR Engineering, Inc (1605):					3,200.00			
Jeffcom 911 (2119)								
ISPD-2024-2								
ISPD-2024-2	Invoice	2nd Quarter Fees Contribution	04/05/2024	05/03/2024	47,212.75	Open	04/24	10-30-5105
Total ISPD-2024-2:					47,212.75			
Total Jeffcom 911 (2119):					47,212.75			
LED Lighting Solutions (2127)								
36276								
36276	Invoice	Flashing Pedestrian Beacons	04/09/2024	05/09/2024	15,191.50	Open	03/24	10-10-6091
Total 36276:					15,191.50			
Total LED Lighting Solutions (2127):					15,191.50			
McDonald Farms (1588)								
0108354								
0108354	Invoice	WasteWater Hauled to Landfill	04/12/2024	04/27/2024	1,361.50	Open	04/24	52-00-5250
Total 0108354:					1,361.50			
Total McDonald Farms (1588):					1,361.50			
Monarch Tree Service (1995)								
50395665								
50395665	Invoice	Monthly Grouds Maintenance CR	04/15/2024	05/15/2024	3,218.00	Open	04/24	10-60-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 50395665:					3,218.00			
Total Monarch Tree Service (1995):					3,218.00			
Motorola Solutions (190)								
8281853168								
8281853168	Invoice	Police radio	03/23/2024	04/23/2024	553.34	Open	03/24	10-30-5330
Total 8281853168:					553.34			
Total Motorola Solutions (190):					553.34			
O.J. Watson Co Inc. (1451)								
13161/13254								
13161/13254	Invoice	Power unit	04/02/2024	05/02/2024	729.20	Open	04/24	10-10-6007
13161/13254	Invoice	Solenoid kit	04/02/2024	05/02/2024	65.07	Open	04/24	10-10-6007
Total 13161/13254:					794.27			
Total O.J. Watson Co Inc. (1451):					794.27			
Peak Performance Imaging Solutions (409)								
69106								
69106	Invoice	Machine Rental/PD	04/18/2024	05/03/2024	85.00	Open	04/24	10-30-5309
Total 69106:					85.00			
Total Peak Performance Imaging Solutions (409):					85.00			
Pitney Bowes (1758)								
3319006406								
3319006406	Invoice	meter rental	04/08/2024	05/27/2024	189.24	Open	04/24	10-20-5309
Total 3319006406:					189.24			
09861563-4092024								
09861563-4092024	Invoice	meter supplies	04/09/2024	05/06/2024	211.62	Open	03/24	10-20-6010
09861563-4092024	Invoice	Postage	04/09/2024	05/06/2024	208.99	Open	03/24	10-20-5310
Total 09861563-4092024:					420.61			
Total Pitney Bowes (1758):					609.85			
Quill Corporation (230)								
37959994								
37959994	Invoice	creamer and a calendar	03/29/2024	04/28/2024	45.75	Open	03/24	10-20-6010
Total 37959994:					45.75			
Total Quill Corporation (230):					45.75			
Raftelis (1740)								
33109								
33109	Invoice	W/WW Audit	04/11/2024	05/11/2024	6,585.00	Open	03/24	52-00-5108
33109	Invoice	W/WW Service Audit	04/11/2024	05/11/2024	6,585.00	Open	03/24	51-00-5108
Total 33109:					13,170.00			
Total Raftelis (1740):					13,170.00			
Timberline Disposal (1467)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
5488574V324								
5488574V324	Invoice	200 W. Colorado Blvd Trash	04/01/2024	04/05/2024	413.46	Open	04/24	10-10-5202
Total 5488574V324:					413.46			
5489968C324								
5489968C324	Invoice	Hwy 103 toilet	04/15/2024	04/21/2024	237.84	Open	03/24	51-00-5202
Total 5489968C324:					237.84			
Total Timberline Disposal (1467):					651.30			
Tom Richardson LLC (2128)								
24-040								
24-040	Invoice	Locating Services - Affordable Ho	02/01/2024	05/01/2024	2,430.00	Open	03/24	10-20-5107
24-040	Invoice	Locating Services - New PD	02/01/2024	05/01/2024	540.00	Open	03/24	21-00-7045
24-040	Invoice	Locating Services - Train Shelter	02/01/2024	05/01/2024	540.00	Open	03/24	21-61-7042
24-040	Invoice	Locating Services CRC Play Park	02/01/2024	05/01/2024	540.00	Open	03/24	21-00-6024
Total 24-040:					4,050.00			
24-130								
24-130	Invoice	Locating Services - Ballfields Com	04/10/2024	05/10/2024	1,080.00	Open	04/24	21-00-6024
Total 24-130:					1,080.00			
Total Tom Richardson LLC (2128):					5,130.00			
USA Blue Book (376)								
00322548								
00322548	Invoice	coil	04/02/2024	05/02/2024	26.95	Open	04/24	51-00-5208
00322548	Invoice	glass fiber filter	04/02/2024	05/02/2024	262.07	Open	04/24	52-00-6004
00322548	Invoice	Pipett	04/02/2024	05/02/2024	48.85	Open	04/24	51-00-6004
00322548	Invoice	red buffer	04/02/2024	05/02/2024	66.80	Open	04/24	51-00-6004
00322548	Invoice	red buffer	04/02/2024	05/02/2024	66.80	Open	04/24	52-00-6004
00322548	Invoice	yellow buffer	04/02/2024	05/02/2024	66.80	Open	04/24	51-00-6004
Total 00322548:					538.27			
00327436								
00327436	Invoice	bugs	04/05/2024	05/05/2024	457.72	Open	04/24	52-16-6005
Total 00327436:					457.72			
Total USA Blue Book (376):					995.99			
VISA (1827)								
PD-4032024								
PD-4032024	Invoice	Brakes 2013 ford	04/03/2024	04/28/2024	1,502.97	Open	03/24	10-30-6100
PD-4032024	Invoice	Brakes 2018 ford	04/03/2024	04/28/2024	1,502.97	Open	03/24	10-30-6100
PD-4032024	Invoice	Business Cards	04/03/2024	04/28/2024	119.35	Open	03/24	10-30-5325
PD-4032024	Invoice	fix coolant leak 2015 taurus	04/03/2024	04/28/2024	383.49	Open	03/24	10-30-6100
PD-4032024	Invoice	gun cleaning supplies	04/03/2024	04/28/2024	206.60	Open	03/24	10-30-6015
PD-4032024	Invoice	Plates and batteries	04/03/2024	04/28/2024	12.90	Open	03/24	10-30-6015
PD-4032024	Invoice	Postage	04/03/2024	04/28/2024	11.56	Open	03/24	10-30-5310
Total PD-4032024:					3,739.84			
WATER-4032024								
WATER-4032024	Invoice	float switch for sump pump	04/03/2024	04/28/2024	56.04	Open	03/24	52-00-5204
Total WATER-4032024:					56.04			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total VISA (1827):					3,795.88			
Xcel Energy (540)								
871233194								
871233194	Invoice	Street Lights	04/01/2024	04/26/2024	4,715.13	Open	03/24	10-10-6001
Total 871233194:					4,715.13			
871246048								
871246048	Invoice	2040 miner	04/01/2024	04/19/2024	15.30	Open	03/24	10-10-6001
Total 871246048:					15.30			
Total Xcel Energy (540):					4,730.43			
Grand Totals:					341,366.93			

Report GL Period Summary

GL Period	Amount
05/24	1,639.00
04/24	146,542.13
03/24	193,185.80
Grand Totals:	341,366.93

Vendor number hash: 0

Vendor number hash - split: 0

Total number of invoices: 0

Total number of transactions: 0

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
MARCH 31, 2024

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	118,904.75
01-00-1111	MONEY MARKET -3504	2,268,970.33
01-00-1112	XPRESS DEPOSIT ACCOUNT	394,902.33
01-00-1113	PETTY CASH CHECKING ACCOUNT	25,701.89
01-00-1115	EVERGREEN NAT'L- PR CKG -2114	(32,003.99)
01-00-1117	COLOTRUST-GENERAL -8001	522,359.95
01-00-1118	COLOTRUST-RAMP FUND -8002	219,646.70
01-00-1119	CSAFE-GENERAL -97-01	5,571,956.80
01-00-1176	CASH CLEARING - COURT	300.00
01-00-1178	CASH CLEARING - ACCTS REC.	(166.67)
TOTAL COMBINED CASH		9,090,572.09
01-00-1000	COMBINED CASH FUND	(9,090,572.09)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,411,205.02
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	9,810.60
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	656,245.99
21	ALLOCATION TO IMPROVEMENT FUND	673,547.37
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	112,865.52
23	ALLOCATION TO 1% STREET SALES TAX	1,512,103.08
51	ALLOCATION TO WATER FUND	2,397,671.46
52	ALLOCATION TO WASTEWATER FUND	1,587,742.36
59	ALLOCATION TO PARKING ENTERPRISE FUND	729,380.69

TOTAL ALLOCATIONS TO OTHER FUNDS	9,090,572.09
ALLOCATION FROM COMBINED CASH FUND - 01-00-1000	(9,090,572.09)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	1,411,205.02	
10-00-1150	A/R--BILLED ACCOUNTS	(10,774.35)	
10-00-1165	OTHER RECEIVABLES	306,646.93	
10-00-1167	PROPERTY TAXES RECEIVABLE	220,831.00	
10-00-1170	A/R--COURT	3,185.50	
10-00-1171	LEASE RECEIVABLE	303,537.44	
10-00-1190	PREPAID EXPENSES	24,085.25	
	TOTAL ASSETS		2,258,716.79

LIABILITIES AND EQUITY

LIABILITIES

10-00-2020	ACCOUNTS PAYABLE	39,641.73	
10-00-2040	PREPAID BUSINESS LICENSES	5,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	220,831.00	
10-00-2130	UNEARNED REVENUE	448,910.66	
10-00-2140	DEF'D INFLOW OF RES--LEASE	2,142.86	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	133,045.51	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	168,349.07	
10-00-2220	FICA PAYABLE	(1.00)	
10-00-2230	HEALTH INSURANCE PAYABLE	(3,658.20)	
10-00-2231	DENTAL INSURANCE PAYABLE	(1,460.00)	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	(166.58)	
10-00-2236	UNEMPLOYMENT PAYABLE	.24	
10-00-2237	MISC PAYROLL PAYABLE	(122.78)	
10-00-2238	LIFE INSURANCE PAYABLE	(176.40)	
10-00-2401	DEVELOPER LIABILITIES	(3,623.52)	
	TOTAL LIABILITIES		1,008,712.59

FUND EQUITY

10-00-2600	FUND BALANCE	1,738,497.34	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(488,493.14)	
	BALANCE - CURRENT DATE	(488,493.14)	
	TOTAL FUND EQUITY		1,250,004.20
	TOTAL LIABILITIES AND EQUITY		2,258,716.79

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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PROPERTY, SALES & USE TAXES

10-00-3110 PROPERTY TAXES	58,087.39	59,844.09	53,998.65	58,996.39	250,000	23.6
10-00-3120 SPECIFIC OWNERSHIP TAX	6,262.57	4,837.09	2,173.31	3,760.27	24,000	15.7
10-00-3130 SALES TAX (1/2)	403,404.21	434,805.53	146,334.36	418,593.04	2,200,000	19.0
10-00-3135 BUILDING USE TAX (2/3)	11,766.58	2,683.42	2,260.67	3,086.34	15,000	20.6
10-00-3136 MOTOR VEHICLE USE TAX	31,863.66	15,759.98	4,282.17	13,524.38	85,000	15.9
10-00-3182 FRANCHISE-PUBLIC SERVICE	26,714.35	36,025.38	9,248.20	29,760.31	92,000	32.4
10-00-3183 FRANCHISE-CABLE-COMCAST	3,112.86	2,935.14	.00	2,688.15	23,000	11.7
10-00-3184 FRANCHISE-QWEST/CENTURYLINK	393.50	161.50	.00	119.50	500	23.9
TOTAL PROPERTY, SALES & USE TAXES	541,605.12	557,052.13	218,297.36	530,528.38	2,689,500	19.7

LICENSES & PERMITS

10-00-3211 LIQUOR LICENSE	1,416.25	1,875.00	350.00	1,321.25	6,000	22.0
10-00-3216 BUSINESS PERMIT FEE	3,992.50	7,019.51	3,091.75	7,873.10	16,000	49.2
10-00-3218 SHOPPING BAG FEES	.00	.00	.00	3,890.97	18,000	21.6
10-00-3221 BUILDING PERMITS	19,056.39	.00	.00	.00	120,000	.0
10-00-3222 CONTRACTOR'S LICENSE	2,800.00	3,300.00	400.00	2,700.00	12,000	22.5
10-00-3227 REPORTS/COPIES/FAX	427.00	680.50	687.75	777.75	2,500	31.1
10-00-3229 OTHER LICENSES/PERMITS	8,187.50	5,776.25	3,240.00	7,835.00	65,000	12.1
10-00-3240 PLAN REVIEW/COMMISSION FEES	300.00	72,179.12	890.76	5,073.77	1,200	422.8
TOTAL LICENSES & PERMITS	36,179.64	90,830.38	8,660.26	29,471.84	240,700	12.2

OTHER TAXES

10-00-3301 MOTOR VEHICLE REG. FEES	2,485.65	1,489.60	532.10	901.38	7,000	12.9
10-00-3304 MARIJUANA SPECIAL SALES TAX	18,255.74	19,077.99	3,854.60	15,513.59	80,000	19.4
10-00-3305 STATE SHARED CIGARETTE TAX	2,218.89	1,295.57	356.11	1,190.52	5,000	23.8
10-00-3306 COUNTY ROAD & BRIDGE TAX	1,583.34	.00	.00	.00	393,143	.0
10-00-3307 SEVERENCE TAX	.00	.00	.00	.00	160,000	.0
10-00-3309 HIGHWAY USERS TAX	14,138.13	14,047.82	5,956.03	16,588.47	70,000	23.7
10-00-3380 OPERATIONAL GRANTS	.00	.00	.00	.00	20,000	.0
TOTAL OTHER TAXES	38,681.75	35,910.98	10,698.84	34,193.96	735,143	4.7

FINES

10-00-3550 FINES	8,516.50	11,970.00	5,280.00	19,295.00	75,000	25.7
TOTAL FINES	8,516.50	11,970.00	5,280.00	19,295.00	75,000	25.7

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	335.32	11,739.65	4,452.55	15,016.65	60,000	25.0
10-00-3604 DONATIONS	180.00	.00	.00	.00	2,500	.0
10-00-3610 CEMETERY FEES	.00	2,250.00	.00	.00	5,000	.0
10-00-3620 LEASES/RENT	17,980.88	27,523.88	7,931.37	19,294.11	70,000	27.6
10-00-3680 REIMBURSEMENT/REFUNDS	.00	143.56	3,534.00	8,519.92	10,000	85.2
10-00-3690 MISCELLANEOUS REVENUE	5,452.60	1,733.70	1,093.10	1,103.10	8,000	13.8
10-00-3691 CONVENIENCE FEES	2,764.00	.00	.00	.00	0	.0
TOTAL MISCELLANEOUS	26,712.80	43,390.79	17,011.02	43,933.78	155,500	28.3
<u>INTERFUND TRANSFERS</u>						
10-00-3921 TRANSFERS FROM STI FUND	6,250.00	6,250.00	6,250.00	6,250.00	25,000	25.0
TOTAL INTERFUND TRANSFERS	6,250.00	6,250.00	6,250.00	6,250.00	25,000	25.0
TOTAL FUND REVENUE	657,945.81	745,404.28	266,197.48	663,672.96	3,920,843	16.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	13,793.60	15,520.06	2,011.20	6,033.60	52,296	11.5
10-10-4103 HOURLY	46,558.55	42,686.82	9,674.56	28,171.52	159,016	17.7
10-10-4104 OVERTIME	222.81	3,447.44	1,135.94	3,673.59	12,000	30.6
10-10-4201 FICA	3,598.87	3,705.64	754.37	2,226.74	12,317	18.1
10-10-4202 MEDICARE	841.69	866.65	176.41	520.70	2,880	18.1
10-10-4203 HEALTH INS.	10,184.88	6,972.58	2,440.60	7,321.79	27,102	27.0
10-10-4204 LIFE INS.	91.32	48.30	18.90	56.70	234	24.2
10-10-4205 DEFERRED COMP	1,376.89	659.13	686.33	2,003.90	6,339	31.6
10-10-4206 UNEMPLOYMENT	121.21	110.92	25.65	74.43	447	16.7
10-10-4207 DISABILITY INSURANCE	.00	406.17	133.31	426.44	1,546	27.6
10-10-4209 DENTAL INSURANCE	480.00	285.00	95.00	285.00	1,334	21.4
10-10-5101 LEGAL	.00	.00	.00	.00	500	.0
10-10-5103 ENGINEERING	.00	.00	.00	.00	5,000	.0
10-10-5107 SURVEY	.00	.00	.00	.00	1,500	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	5,661.02	12,248.61	371.00	7,408.68	32,000	23.2
10-10-5202 DISPOSAL-TRASH	.00	25.00	826.92	1,653.84	100	1653.8
10-10-5207 MAINT./REPAIRS-SERVICES	.00	.00	8,256.66	8,256.66	1,500	550.4
10-10-5208 MAINT./REPAIRS-BUILDING	303.96	1,000.55	982.50	1,173.84	2,000	58.7
10-10-5212 TRAINING	.00	.00	.00	.00	5,000	.0
10-10-5213 MEDICAL	.00	80.00	.00	.00	200	.0
10-10-5215 EMPLOYEE INCENTIVE	.00	1,050.00	.00	.00	2,100	.0
10-10-5300 CIRSA W/C INSURANCE	3,637.40	8,062.80	4,736.48	9,476.96	18,000	52.7
10-10-5301 CIRSA P/C INSURANCE	5,072.62	16,153.29	.00	12,673.52	35,000	36.2
10-10-5303 TELEPHONE	428.12	430.79	144.19	432.55	1,800	24.0
10-10-5304 DUES & PUBLICATIONS	355.00	.00	.00	421.99	400	105.5
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	.00	.00	.00	150	.0
10-10-5313 ADVERTISING	23.48	.00	.00	.00	500	.0
10-10-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
10-10-5325 PRINTING	6.01	.00	.00	.00	50	.0
10-10-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	1,061.53	1,341.77	336.32	951.60	4,400	21.6
10-10-6001 ELECTRICITY & GAS	18,833.46	16,790.06	581.09	11,573.79	60,000	19.3
10-10-6007 MATERIALS/SUPPLIES/EQUIP	84.96	3,655.45	7.25	616.41	8,000	7.7
10-10-6010 MATERIALS/SUPPLIES/OFFICE	286.98	509.90	.00	94.95	2,000	4.8
10-10-6012 GAS/OIL-EQUIPMENT	1,063.47	1,834.11	.00	521.27	5,000	10.4
10-10-6020 TOOLS	164.86	.00	114.77	121.76	2,000	6.1
10-10-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	.00	244.99	.00	.00	1,000	.0
10-10-6050 WATER/SEWER	254.74	289.35	936.55	936.55	1,500	62.4
10-10-6085 STREET LAMPS	.00	1,484.35	.00	2,828.69	20,000	14.1
10-10-6091 SIGNS	817.68	28.00	.00	.00	5,000	.0
10-10-6093 PAINT	.00	.00	.00	.00	2,500	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096 ASPHALT/CURB & GUTTER-R&M	.00	.00	.00	.00	7,000	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	9,268.33	6,756.20	.00	4,765.99	15,000	31.8
10-10-6150 FLEET MAINT	3,527.56	2,917.93	164.40	1,240.58	7,000	17.7
10-10-6191 FLEET FUEL	4,038.20	4,544.69	1,029.33	3,764.75	15,000	25.1
10-10-6192 FLEET TIRES	.00	.00	.00	.00	3,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193 FLEET SUPPLIES	421.59	2,525.16	.00	.00	6,000	.0
10-10-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	2,225	.0
10-10-7011 COMPUTER SOFTWARE	93.75	.00	.00	39.98	100	40.0
TOTAL STREETS EXPENDITURES	132,674.54	156,681.71	35,641.73	119,748.77	562,336	21.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101 MAYOR/COUNCIL	10,800.01	9,600.00	8,880.00	8,880.00	44,160	20.1
10-20-4102 SALARY	76,526.40	45,863.20	26,471.50	79,414.50	264,812	30.0
10-20-4103 HOURLY	17,905.75	58,427.41	14,759.03	38,169.92	113,316	33.7
10-20-4104 OVERTIME	.00	76.28	.00	135.38	1,000	13.5
10-20-4201 FICA	6,367.91	6,878.71	3,015.10	7,573.95	26,143	29.0
10-20-4202 MEDICARE	1,489.30	1,608.82	705.18	1,771.44	6,114	29.0
10-20-4203 HEALTH INS.	9,084.41	11,276.01	7,218.40	20,083.60	41,470	48.4
10-20-4204 LIFE INS.	91.83	85.75	44.45	126.35	382	33.1
10-20-4205 DEFERRED COMP	2,774.68	6,810.91	2,609.43	7,817.93	25,000	31.3
10-20-4206 UNEMPLOYMENT	190.33	204.89	76.26	228.57	879	26.0
10-20-4207 DISABILITY INSURANCE	.00	986.35	362.33	1,054.16	3,812	27.7
10-20-4209 DENTAL INSURANCE	540.84	537.20	222.00	666.00	2,440	27.3
10-20-5050 COUNTY TREASURER'S FEES	1,212.97	1,196.96	1,079.97	1,179.93	6,000	19.7
10-20-5101 LEGAL	30,573.05	51,768.36	22,908.07	36,643.58	155,000	23.6
10-20-5102 AUDIT	3,900.00	4,250.00	4,250.00	4,250.00	6,000	70.8
10-20-5103 ENGI'RING SVCES--DEVEL REVIEW	352.00	1,255.02	.00	420.00	5,000	8.4
10-20-5104 FINANCIAL SERVICES	17,358.75	14,316.26	.00	6,957.51	30,000	23.2
10-20-5105 PLANNING SERVICES	.00	240.00	720.00	5,220.00	10,000	52.2
10-20-5106 IT SERVICES	710.00	3,785.62	5,338.50	6,662.13	12,000	55.5
10-20-5107 SURVEYING	1,833.33	.00	.00	14,000.00	5,000	280.0
10-20-5108 OTHER CONTRACTUAL SERVICES	5,498.79	4,311.35	1,034.51	6,466.55	88,000	7.4
10-20-5207 REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	1,000	.0
10-20-5208 REPAIR/MAINTENANCE-BUILDING	149.99	208.96	.00	.00	5,000	.0
10-20-5210 MEETING EXPENSE	374.47	398.98	.00	73.34	1,500	4.9
10-20-5212 EDUCATION & TRAINING	715.00	2,155.00	.00	1,237.00	8,000	15.5
10-20-5215 EMPLOYEE INCENTIVE	.00	210.00	.00	140.00	1,500	9.3
10-20-5220 ELECTION	.00	.00	.00	.00	1,000	.0
10-20-5225 BOARDS & COMMISSIONS	1,159.00	.00	.00	.00	1,500	.0
10-20-5300 CIRSA W/C INSURANCE	181.87	403.14	236.92	473.84	1,000	47.4
10-20-5301 CIRSA P/C INSURANCE	4,822.62	15,653.29	.00	12,423.52	32,000	38.8
10-20-5303 TELEPHONE	428.12	430.79	144.19	432.55	1,725	25.1
10-20-5304 DUES & MEMBERSHIPS	1,278.00	6,998.00	.00	1,308.00	8,900	14.7
10-20-5305 TRAVEL & MEALS	.00	18.17	.00	48.00	6,000	.8
10-20-5309 CONTRACT OFFICE EQUIP.	2,039.08	1,198.96	140.00	1,364.01	7,300	18.7
10-20-5310 POSTAGE, SHIPPING, BOX RENT	542.93	734.28	.00	238.75	2,000	11.9
10-20-5312 LEGAL PUBLICATIONS	601.88	1,303.27	1,137.32	2,595.28	4,600	56.4
10-20-5313 ADVERTISING	.00	50.00	.00	706.12	1,000	70.6
10-20-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316 RECORDING DOCUMENTS	332.00	18.00	71.00	373.00	1,400	26.6
10-20-5322 CODIFICATION	110.00	2,269.40	.00	3,118.00	3,000	103.9
10-20-5325 PRINTING	634.96	.00	.00	.00	2,000	.0
10-20-5335 CELL/INTERNET SERVICE	1,084.12	1,120.61	587.76	1,230.23	4,700	26.2
10-20-5340 PAYMENT PROCESSING FEES	2,491.94	.00	.00	.00	0	.0
10-20-6001 ELECTRICITY & GAS	1,478.62	2,034.82	489.35	1,608.43	7,400	21.7
10-20-6010 MATERIALS/SUPPLIES/OFFICE	1,073.06	2,035.46	623.02	904.21	4,000	22.6
10-20-6020 FLAGS	.00	.00	.00	.00	1,000	.0
10-20-6050 WATER/SEWER	254.74	296.87	620.67	620.67	4,500	13.8
10-20-6060 REFUNDS	.00	.00	.00	1,000.00	1,000	100.0
10-20-6500 MISCELLANEOUS EXPENSE	.00	.00	.00	.00	1,000	.0
10-20-7010 OFFICE EQUIPMENT/COMPUTERS	230.28	1,810.00	50.49	70.49	16,000	.4
10-20-7011 COMPUTER SOFTWARE	5,634.75	.00	.00	.00	8,500	.0
10-20-7020 PUBLIC ENGAGEMENT	.00	.00	.00	9,121.50	20,000	45.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010 MISC. CASH OVER/SHORT	.00	1.00	.00	.00	0	.0
TOTAL ADMINISTRATION EXPENDITURES	212,827.78	262,828.10	103,795.45	286,808.44	1,006,053	28.5

COMMUNITY PROMOTION

10-21-5030 HSIS/ VISITOR CENTER	17,585.00	11,667.50	15,000.00	15,000.00	60,000	25.0
10-21-5032 MISC. EVENTS	.00	.00	1,100.00	1,100.00	7,000	15.7
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	.00	.00	.00	.00	2,000	.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	1,500	.0
10-21-5038 MISC. ORGANIZATION REQUEST	1,952.83	10,125.00	.00	.00	30,000	.0
10-21-5039 BEAUTIFICATION	160.82	.00	.00	.00	9,500	.0
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	20,580	.0
10-21-5041 HISTORIC SITES & FACILITIES	524.52	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	50.00	.00	4,705.00	17,305.00	50,000	34.6
10-21-5430 VISITOR CTR BLDG MAINTENANCE	8,864.42	1,098.23	.00	1,055.51	10,000	10.6
TOTAL COMMUNITY PROMOTION	29,137.59	22,890.73	20,805.00	34,460.51	199,080	17.3

BUILDING INSPECTOR

10-22-5000 OPERATIONS CONTRACTUAL	15,285.27	60,511.85	.00	5,059.48	100,000	5.1
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	2,000	.0
TOTAL BUILDING INSPECTOR	15,285.27	60,511.85	.00	5,059.48	102,000	5.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	29,761.72	32,020.00	9,801.60	29,404.80	127,415	23.1
10-30-4103 HOURLY WAGES--SWORN	103,145.64	139,144.23	45,596.50	134,057.12	581,196	23.1
10-30-4104 OVERTIME--REGULAR	479.88	12,140.87	2,084.69	4,447.37	16,000	27.8
10-30-4105 HOLIDAY	352.16	2,430.52	.00	5,133.28	0	.0
10-30-4106 OVERTIME--HOLIDAY WORKED-SWORN	.00	7,046.57	346.20	8,018.63	26,565	30.2
10-30-4109 HOURLY WAGES--CIVILIAN	37,332.31	20,140.80	12,564.80	45,434.08	166,374	27.3
10-30-4110 OVERTIME--HOLIDAY WKD-CIVILIAN	.00	588.84	.00	.00	2,500	.0
10-30-4201 FICA	2,510.00	2,773.10	746.45	2,840.74	10,985	25.9
10-30-4202 MEDICARE	2,368.42	2,979.75	978.45	3,150.99	12,238	25.8
10-30-4203 HEALTH INS.	26,644.02	27,598.40	10,523.20	33,043.20	106,017	31.2
10-30-4204 LIFE INS.	180.60	193.20	81.20	247.80	788	31.5
10-30-4205 DEFERRED COMP	1,523.88	1,635.22	687.28	2,164.74	6,000	36.1
10-30-4206 UNEMPLOYMENT	341.00	425.62	140.33	451.85	1,568	28.8
10-30-4207 DISABILITY INSURANCE	.00	2,018.48	653.44	1,989.10	6,000	33.2
10-30-4209 DENTAL INSURANCE	1,632.00	1,375.20	528.00	1,635.20	7,168	22.8
10-30-4210 PENSION FPPA	12,793.06	16,529.31	6,511.15	19,366.79	70,000	27.7
10-30-5101 LEGAL	8,415.73	747.25	.00	.00	15,000	.0
10-30-5105 OTHER CONTRACT SERVICES	.00	.85	78,263.51	107,578.51	285,000	37.8
10-30-5108 OTHER PROFESSIONAL SERVICES	10,951.03	20,204.64	755.76	57,772.54	70,000	82.5
10-30-5109 POLYGRAPH/PSY EXAM	767.70	450.00	.00	.00	2,200	.0
10-30-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	3,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	1,342.57	218.35	.00	770.63	4,000	19.3
10-30-5212 TRAINING	600.00	1,707.59	245.94	879.94	18,000	4.9
10-30-5213 MEDICAL/BLOOD DRAW	600.00	.00	.00	.00	1,500	.0
10-30-5215 EMPLOYEE INCENTIVE	4,468.52	125.00	.00	30.00	3,500	.9
10-30-5300 CIRSA W/C INSURANCE	3,455.53	7,659.66	4,501.56	9,003.12	18,000	50.0
10-30-5301 CIRSA P/C INSURANCE	11,811.06	40,862.64	.00	56,294.58	90,000	62.6
10-30-5303 TELEPHONE	428.12	430.79	144.19	432.55	1,800	24.0
10-30-5304 DUES & PUBLICATIONS	1,100.00	576.00	430.00	1,381.12	2,000	69.1
10-30-5305 TRAVEL & MEALS	54.55	.00	.00	.00	1,000	.0
10-30-5309 CONTRACT OFFICE EQUIP.	170.00	480.92	125.29	364.09	2,050	17.8
10-30-5310 POSTAGE, SHIPPING, BOX RENT	129.78	68.07	.00	.00	800	.0
10-30-5314 INSURANCE CLAIMS	3,314.40	1,000.00	.00	.00	3,000	.0
10-30-5325 PRINTING	400.08	1,037.27	.00	436.81	3,000	14.6
10-30-5326 TOWING	.00	232.00	.00	.00	1,000	.0
10-30-5330 COMMUNICATIONS EQUIPMENT	107.14	.00	.00	.00	1,000	.0
10-30-5335 CELL/INTERNET SERVICE	1,465.35	1,624.30	620.24	2,046.32	7,000	29.2
10-30-5350 PUBLIC EDUCATION/RELATIONS	.00	150.77	207.66	207.66	1,500	13.8
10-30-6001 ELECTRICITY & GAS	1,287.68	1,621.08	344.28	1,279.13	3,500	36.6
10-30-6010 MATERIALS/SUPPLIES/OFFICE	2,310.48	146.38	1,552.22	1,844.44	3,000	61.5
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	301.99	521.72	.00	218.15	1,750	12.5
10-30-6030 UNIFORMS	588.47	3,139.26	.00	1,886.50	12,000	15.7
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	686.00	6,358.14	.00	940.00	16,000	5.9
10-30-6045 AMMUNITION	.00	3,929.81	.00	1,237.70	5,000	24.8
10-30-6050 WATER/SEWER	272.15	368.07	1,248.49	1,248.49	1,000	124.9
10-30-6100 FLEET MAINTENANCE	762.09	1,572.71	1,434.45	7,505.61	14,000	53.6
10-30-6191 FLEET FUEL	5,243.57	7,459.53	2,650.25	8,062.85	25,000	32.3
10-30-6192 FLEET TIRES	283.24	.00	.00	.00	3,000	.0
10-30-6193 FLEET SUPPLIES	87.79	248.22	1,273.89	1,744.92	500	349.0
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	1,883.99	.00	.00	.00	3,200	.0
10-30-7011 COMPUTER SOFTWARE	.00	9,000.00	.00	16,074.40	20,500	78.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL POLICE EXPENDITURES	282,353.70	380,991.13	185,041.02	570,625.75	1,783,614	32.0

COURT EXPENDITURES

10-40-4103	HOURLY	6,941.27	7,468.06	2,277.59	6,889.73	30,256	22.8
10-40-4104	OVERTIME	.00	40.29	.00	106.76	100	106.8
10-40-4201	FICA	415.43	450.07	135.92	417.91	1,818	23.0
10-40-4202	MEDICARE	97.14	105.22	31.78	97.72	477	20.5
10-40-4203	HEALTH INS.	866.40	904.80	316.80	950.40	3,798	25.0
10-40-4204	LIFE INS.	10.50	10.50	3.50	10.50	50	21.0
10-40-4205	DEFERRED COMP	.00	.00	68.32	206.67	907	22.8
10-40-4206	UNEMPLOYMENT	13.87	15.03	4.56	13.99	67	20.9
10-40-4207	WORKMANS COMP	.00	79.12	22.66	70.80	188	37.7
10-40-4209	DENTAL INSURANCE	42.00	37.20	12.40	37.20	174	21.4
10-40-5101	LEGAL FEES	.00	.00	112.50	112.50	750	15.0
10-40-5110	JUDGE RETAINER	4,800.00	4,800.00	1,600.00	4,800.00	19,200	25.0
10-40-5115	PROSECUTER	4,620.96	4,671.75	1,557.25	4,671.75	18,688	25.0
10-40-5209	JURY/WTNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	22.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	.00	.00	.00	100	.0
10-40-5325	PRINTING	12.50	.00	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	119.97	119.97	100	120.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES		17,842.07	18,582.04	6,263.25	18,505.90	77,428	23.9

FIRE DEPARTMENT

10-50-5050	CONTRIBUTION TO CCCESD	72,250.00	35,306.25	.00	74,968.75	278,105	27.0
	TOTAL FIRE DEPARTMENT	72,250.00	35,306.25	.00	74,968.75	278,105	27.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103 HOURLY	12,280.19	12,761.32	7,174.40	20,906.02	56,698	36.9
10-60-4104 OVERTIME	543.21	1,171.07	821.80	3,174.71	8,200	38.7
10-60-4105 HOLIDAY	.00	.00	.00	498.96	1,000	49.9
10-60-4201 FICA	766.52	834.09	485.57	1,493.35	4,770	31.3
10-60-4202 MEDICARE	179.26	195.06	113.57	349.27	1,115	31.3
10-60-4203 HEALTH INS.	1,732.80	1,809.60	633.60	1,900.80	7,599	25.0
10-60-4204 LIFE INS.	14.00	21.00	14.00	42.00	126	33.3
10-60-4205 DEFERRED COMP	.00	.00	215.24	642.16	1,500	42.8
10-60-4206 UNEMPLOYMENT	25.64	27.86	16.00	48.17	159	30.9
10-60-4207 DISABILITY INSURANCE	.00	127.36	71.35	223.33	510	43.8
10-60-5108 OTHER PROFESSIONAL SERVICES	.00	120.00	.00	.00	63,000	.0
10-60-5202 DISPOSAL	1,190.33	1,100.16	.00	.00	4,550	.0
10-60-5207 REPAIR/MAINT-SERVICES	.00	104.97	.00	.00	2,500	.0
10-60-5208 MAINT./REPAIRS-BUILDING	.00	62.69	46.97	46.97	250	18.8
10-60-5209 VANDALISM MAINTENANCE	.00	.00	.00	.00	1,000	.0
10-60-5210 GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211 TRAIL MAINTENANCE-VCMP	.00	.00	.00	.00	2,500	.0
10-60-5212 TRAINING	.00	.00	.00	.00	100	.0
10-60-5213 MEDICAL	.00	.00	.00	.00	80	.0
10-60-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300 CIRSA W/C INSURANCE	363.74	806.28	473.85	947.70	1,800	52.7
10-60-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-60-5305 TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-60-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-60-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-60-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335 CELL/INTERNET SERVICE	103.29	116.86	39.94	72.53	400	18.1
10-60-6001 ELECTRICITY & GAS	1,859.99	2,713.99	757.63	2,379.43	10,000	23.8
10-60-6010 MATERIALS/SUPPLIES-MISC.	99.74	285.87	2,737.33	2,737.33	5,500	49.8
10-60-6012 GAS, OIL-EQUIPMENT	262.90	918.08	.00	23.34	2,000	1.2
10-60-6020 TOOLS	.00	.00	.00	.00	1,000	.0
10-60-6022 SAFETY ITEMS	.00	.00	.00	.00	250	.0
10-60-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	200	.0
10-60-6045 SPRINKLER PARTS	.00	.00	.00	.00	2,800	.0
10-60-6050 WATER/SEWER	774.21	890.97	2,067.27	2,067.27	4,000	51.7
10-60-6085 LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091 SIGNS	.00	.00	.00	.00	250	.0
10-60-6093 PAINT	.00	.00	.00	.00	150	.0
10-60-6095 SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098 TREE REPLACEMENT & TRIMMING	425.00	1,005.00	.00	.00	10,000	.0
10-60-6099 SALTED SAND	691.20	.00	.00	.00	1,650	.0
10-60-6150 FLEET MAINT	244.38	161.20	.00	2,690.46	2,200	122.3
10-60-6191 FLEET FUEL	690.41	934.13	187.27	678.13	3,700	18.3
10-60-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
10-60-6193 FLEET SUPPLIES	94.96	719.75	.00	.00	1,500	.0
10-60-6200 PARKS MAINT. & PARTS	377.85	861.45	990.59	1,065.57	8,000	13.3
10-60-6204 WEED CONTROL	.00	.00	.00	.00	500	.0
10-60-6206 CHEMICALS/FERTILIZER	287.39	.00	.00	.00	500	.0
10-60-6207 CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150	.0
10-60-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	632	.0
TOTAL PARKS EXPENDITURES	23,007.01	27,748.76	16,846.38	41,988.50	218,989	19.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CEMETERY EXPENDITURES</u>						
10-70-7100 CEMETERY MAINTENANCE	.00	.00	.00	.00	5,000	.0
TOTAL CEMETERY EXPENDITURES	.00	.00	.00	.00	5,000	.0
<u>TRANSFERS</u>						
10-75-8271 TRANSFER TO POLICE PENSION	4,125.00	.00	.00	.00	0	.0
TOTAL TRANSFERS	4,125.00	.00	.00	.00	0	.0
TOTAL FUND EXPENDITURES	789,502.96	965,540.57	368,392.83	1,152,166.10	4,232,605	27.2
NET REVENUE OVER EXPENDITURES	131,557.15-	220,136.29-	(102,195.35)	(488,493.14)	311,762-	(156.7)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	9,810.60	
	TOTAL ASSETS		9,810.60

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	9,726.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	84.57	
	BALANCE - CURRENT DATE	84.57	
	TOTAL FUND EQUITY		9,810.60
	TOTAL LIABILITIES AND EQUITY		9,810.60

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>MISCELLANEOUS</u>						
15-00-3601	INTEREST EARNED	1.23	48.87	30.35	84.57	175	48.3
	TOTAL MISCELLANEOUS	1.23	48.87	30.35	84.57	175	48.3
	TOTAL FUND REVENUE	1.23	48.87	30.35	84.57	175	48.3
	NET REVENUE OVER EXPENDITURES	1.23	48.87	30.35	84.57	175	48.3

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	656,245.99	
	TOTAL ASSETS		656,245.99

LIABILITIES AND EQUITY

FUND EQUITY

20-00-2600	FUND BALANCE	647,610.43	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	8,635.56	
	BALANCE - CURRENT DATE	8,635.56	
	TOTAL FUND EQUITY		656,245.99
	TOTAL LIABILITIES AND EQUITY		656,245.99

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

RAMP FUND (COLORADO BLVD)

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>MISCELLANEOUS</u>						
20-00-3601	INTEREST EARNED	164.92	6,001.47	3,041.76	8,635.56	23,000	37.6
	TOTAL MISCELLANEOUS	164.92	6,001.47	3,041.76	8,635.56	23,000	37.6
	TOTAL FUND REVENUE	164.92	6,001.47	3,041.76	8,635.56	23,000	37.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	100,000	.0
TOTAL DEPARTMENT 00	.00	.00	.00	.00	100,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	100,000	.0
NET REVENUE OVER EXPENDITURES	164.92	6,001.47	3,041.76	8,635.56	77,000-	11.2

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	673,547.37	
21-00-1165	OTHER RECEIVABLES	563,960.09	
21-00-1277	2019 ADV DUE FR WWF	1,793,390.40	
TOTAL ASSETS			3,030,897.86

LIABILITIES AND EQUITY

LIABILITIES

21-00-2020	ACCOUNTS PAYABLE	195,762.90	
TOTAL LIABILITIES			195,762.90

FUND EQUITY

21-00-2600	FUND BALANCE	3,165,011.07	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		(329,876.11)	
BALANCE - CURRENT DATE		(329,876.11)	
TOTAL FUND EQUITY			2,835,134.96
TOTAL LIABILITIES AND EQUITY			3,030,897.86

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

IMPROVEMENT FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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TAXES

21-00-3130	SALES TAX (1/4)	201,702.11	217,402.77	73,167.18	209,296.52	1,025,000	20.4
21-00-3135	BUILDING USE TAX (1/3)	5,951.56	1,335.12	1,130.34	1,547.69	8,000	19.4
21-00-3136	MOTOR VEHICLE USE TAX	15,931.83	7,879.98	2,141.08	6,762.18	40,000	16.9
TOTAL TAXES		223,585.50	226,617.87	76,438.60	217,606.39	1,073,000	20.3

MISCELLANEOUS

21-00-3601	INTEREST EARNED	294.90	13,393.43	2,083.49	5,904.00	50,000	11.8
21-00-3604	DONATIONS	.00	.00	.00	.00	525,000	.0
TOTAL MISCELLANEOUS		294.90	13,393.43	2,083.49	5,904.00	575,000	1.0

SOURCE 37

21-00-3700	PARKING REVENUE	43,126.41	.00	.00	.00	0	.0
21-00-3750	STATE GRANTS—COLO HISTORY	.00	.00	.00	.00	13,496	.0
21-00-3771	GOCO GRANT	.00	.00	.00	.00	250,000	.0
21-00-3772	DOLA GRANT—EIAF 9387—FED'L	.00	.00	3,488.22	188,383.49	600,000	31.4
21-00-3773	DOLA GRANT—EIAF 9457—STATE	.00	.00	.00	37,285.00	0	.0
TOTAL SOURCE 37		43,126.41	.00	3,488.22	225,668.49	863,496	26.1

INTERFUND TRANSFERS

21-00-3922	TRANSFER FROM CTF	.00	.00	.00	.00	90,000	.0
TOTAL INTERFUND TRANSFERS		.00	.00	.00	.00	90,000	.0

TOTAL FUND REVENUE

		267,006.81	240,011.30	82,010.31	449,178.88	2,601,496	17.3
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CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

IMPROVEMENT FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-5103 ENGINEERING--AFFORDABLE HSG	.00	5,616.20	.00	21,719.50	40,000	54.3
21-00-6012 POLICE VEHICLE PURCHASE	52,617.00	2,722.00	.00	.00	0	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	.00	.00	.00	.00	10,000	.0
21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	.00	50,000	.0
21-00-6017 OTHER STREET PROJECTS	.00	.00	.00	.00	50,000	.0
21-00-6024 PARK IMPROVEMENTS	224,940.39	7,475.00	6,325.00	27,035.00	912,500	3.0
21-00-6025 PW VEHICLE PURCHASE	.00	50,870.00	.00	.00	55,000	.0
21-00-6026 PD EQUIPMENT	16,921.61	12,049.78	.00	.00	12,000	.0
21-00-6027 IT EQUIPMENT	7,138.00	.00	.00	.00	0	.0
21-00-6028 STREETScape/MALL IMPROVEMENTS	6,275.00	.00	.00	6,101.00	200,000	3.1
21-00-6031 COMMUNITY PROMOTION	.00	.00	.00	.00	28,000	.0
21-00-6032 MASTER PLAN--SPORTS COMPLEX	.00	.00	.00	8,617.31	100,000	8.6
21-00-7041 MUSEUM BUILDING IMPROVEMENT	7,800.00	.00	10,000.00	10,000.00	10,000	100.0
21-00-7042 LIBRARY BUILDING IMPROVEMENT	.00	546.00	20.77	20.77	10,000	.2
21-00-7043 LAND ACQUISITION	110,000.00	.00	.00	.00	750,000	.0
21-00-7044 PW FACILITY PROJECT	2,640.00	242,456.46	.00	413,531.71	1,700,000	24.3
21-00-7045 POLICE STATION IMPROVEMENTS	10,405.00	.00	96,578.00	126,132.00	400,000	31.5
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	33,962.00	.00	.00	.00	0	.0
21-00-8210 TRANSFER TO GENERAL FUND	.00	6,250.00	3,125.00	3,125.00	12,500	25.0
21-00-8253 TRANSFER TO SWJ FUND	6,250.00	.00	3,125.00	3,125.00	12,500	25.0
TOTAL IMPROVEMENT FUND EXPENDITURE	478,949.00	327,985.44	119,173.77	619,407.29	4,352,500	14.2
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	.00	.00	81,281.13	156,797.70	550,000	28.5
21-61-7042 SITES & FACILITIES IMPROVEMENT	.00	12,112.50	.00	2,850.00	150,000	1.9
TOTAL HSF PROJECTS	.00	12,112.50	81,281.13	159,647.70	700,000	22.8
TOTAL FUND EXPENDITURES	478,949.00	340,097.94	200,454.90	779,054.99	5,052,500	15.4
NET REVENUE OVER EXPENDITURES	211,942.19-	100,086.64-	(118,444.59)	(329,876.11)	2,451,004-	(13.5)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	112,865.52	
	TOTAL ASSETS		112,865.52

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE	108,849.87	
	UNAPPROPRIATED FUND BALANCE; REVENUE OVER EXPENDITURES - YTD	4,015.65	
	BALANCE - CURRENT DATE	4,015.65	
	TOTAL FUND EQUITY		112,865.52
	TOTAL LIABILITIES AND EQUITY		112,865.52

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

CONSERVATION TRUST FD LOTTERY

		<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL 2023-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	3,133.79	3,682.84	3,059.71	3,059.71	12,000	25.5
	TOTAL INTERGOVERNMENTAL	3,133.79	3,682.84	3,059.71	3,059.71	12,000	25.5
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	10.86	489.90	349.13	955.94	1,000	95.6
	TOTAL MISCELLANEOUS	10.86	489.90	349.13	955.94	1,000	95.6
	TOTAL FUND REVENUE	3,144.65	4,172.74	3,408.84	4,015.65	13,000	30.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

CONSERVATION TRUST FD LOTTERY

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CONSERVATION FUND EXPENDITURES</u>						
22-00-8240 PROJECTS	.00	.00	.00	.00	90,000	.0
TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	90,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	90,000	.0
NET REVENUE OVER EXPENDITURES	3,144.65	4,172.74	3,408.84	4,015.65	77,000-	5.2

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

1% STREET SALES TAX

ASSETS

23-00-1000	CASH - COMBINED FUND	1,512,103.08	
23-00-1165	OTHER RECEIVABLES	136,129.34	
	TOTAL ASSETS		1,648,232.42

LIABILITIES AND EQUITY

FUND EQUITY

23-00-2600	FUND BALANCE	1,492,186.92	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	156,045.50	
	BALANCE - CURRENT DATE	156,045.50	
	TOTAL FUND EQUITY		1,648,232.42
	TOTAL LIABILITIES AND EQUITY		1,648,232.42

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

1% STREET SALES TAX

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>SOURCE 31</u>						
23-00-3133 SALES TAX (1/4) STREETS CIP	201,702.10	217,402.77	73,167.18	209,296.52	1,025,000	20.4
23-00-3136 INTEREST	119.56	.00	.00	.00	40,000	.0
TOTAL SOURCE 31	201,821.66	217,402.77	73,167.18	209,296.52	1,065,000	19.7
<u>SOURCE 36</u>						
23-00-3601 INTEREST EARNED	228.10	11,219.62	4,677.41	12,991.78	0	.0
TOTAL SOURCE 36	228.10	11,219.62	4,677.41	12,991.78	0	.0
TOTAL FUND REVENUE	202,049.76	228,622.39	77,844.59	222,288.30	1,065,000	20.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

1% STREET SALES TAX

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5103 ENGINEERING	.00	106,668.35	.00	66,242.80	200,000	33.1
23-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	1,500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	240,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	.00	.00	.00	.00	403,513	.0
TOTAL DEPARTMENT 00	.00	106,668.35	.00	66,242.80	2,343,763	2.8
TOTAL FUND EXPENDITURES	.00	106,668.35	.00	66,242.80	2,343,763	2.8
NET REVENUE OVER EXPENDITURES	202,049.76	121,954.04	77,844.59	156,045.50	1,278,763-	12.2

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	2,397,671.46	
51-00-1150	A/R-BILLED ACCOUNTS	5,111.48	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	176,194.52	
51-00-1165	OTHER RECEIVABLES	68,064.67	
51-00-1190	PREPAID EXPENSES	8,595.56	
51-00-1300	LEASE ASSET - SCADA	141,778.30	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(52,182.77)	
51-00-1350	CONSTRUCTION IN PROGRESS	250,905.28	
51-00-1610	LAND	13,231.00	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	13,555,821.11	
51-00-1631	ACCUMULATED DEPRECIATION	(9,519,423.45)	
51-00-1640	MACHINERY & EQUIPMENT	447,062.36	
51-00-1641	ACCUMULATED DEPRECIATION	(19,287.00)	
TOTAL ASSETS			<u>7,483,982.52</u>

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS-LT	19,818.34	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,202.04	
51-00-2020	ACCOUNTS PAYABLE	32,109.34	
51-00-2143	LEASE LIABILITY	98,344.70	
51-00-2251	2004 CWCB NOTE PAYABLE-LT	484,890.77	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	20,247.87	
51-00-2255	2004 CWCB NOTE PAYABLE-CURR	49,576.09	
TOTAL LIABILITIES			707,189.15

FUND EQUITY

51-00-2600	FUND BALANCE	4,477,836.02	
51-00-2611	CONTRIBUTED CAPITAL	150,585.00	
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00	
UNAPPROPRIATED FUND BALANCE:			
51-00-2900	RETAINED EARNINGS	1,692,302.74	
	REVENUE OVER EXPENDITURES - YTD	(127,016.39)	
BALANCE - CURRENT DATE			<u>1,565,286.35</u>
TOTAL FUND EQUITY			<u>6,776,793.37</u>
TOTAL LIABILITIES AND EQUITY			<u>7,483,982.52</u>

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>						
51-00-3130 SALES TAX	.00	94,418.04	36,583.59	104,648.25	511,875	20.4
TOTAL CARRY OVER	.00	94,418.04	36,583.59	104,648.25	511,875	20.4
<u>CHARGES FOR SERVICES</u>						
51-00-3411 USAGE FEES	177,512.08	223,077.27	(2,643.77)	203,371.78	1,350,122	15.1
51-00-3415 LATE CHARGES	2,083.60	4,055.69	(152.15)	(152.15)	10,000	(1.5)
51-00-3421 SERVICE CHARGE	.00	.00	.00	.00	200	.0
51-00-3422 TAP FEES	.00	.00	.00	.00	100,000	.0
TOTAL CHARGES FOR SERVICES	179,595.68	227,132.96	(2,795.92)	203,219.63	1,460,322	13.9
<u>FINES/LEASES</u>						
51-00-3500 WATER LEASE	458.33	22,164.80	.00	.00	65,000	.0
TOTAL FINES/LEASES	458.33	22,164.80	.00	.00	65,000	.0
<u>MISCELLANEOUS</u>						
51-00-3601 INTEREST EARNED	163.83	9,356.80	7,416.74	21,234.90	40,000	53.1
51-00-3606 HAULED	6,765.91	10,510.61	1,513.00	10,360.45	70,000	14.8
51-00-3699 OTHER INCOME	200.00	100.00	.00	100.00	1,000	10.0
TOTAL MISCELLANEOUS	7,129.74	19,967.41	8,929.74	31,695.35	111,000	28.6
<u>SOURCE 38</u>						
51-00-3890 DOLA GRANT	.00	.00	.00	.00	2,075,000	.0
51-00-3891 CWCB GRANT	.00	.00	.00	.00	440,000	.0
TOTAL SOURCE 38	.00	.00	.00	.00	2,515,000	.0
TOTAL FUND REVENUE	187,183.75	363,683.21	42,717.41	339,563.23	4,663,197	7.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD.ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	.00	.00	3,964.00	11,892.00	84,703	14.0
51-00-4103 HOURLY	28,074.62	29,552.76	7,504.52	22,179.91	103,464	21.4
51-00-4104 OVERTIME	.00	1,613.60	384.90	1,153.39	8,000	14.4
51-00-4105 HOLIDAY	.00	80.00	.00	274.80	1,000	27.5
51-00-4201 FICA	1,630.00	1,810.12	686.81	2,056.70	8,085	25.4
51-00-4202 MEDICARE	381.23	423.33	160.64	481.07	2,086	23.1
51-00-4203 HEALTH INS.	6,272.59	7,650.43	2,947.01	8,841.01	33,377	26.5
51-00-4204 LIFE INS.	36.35	41.13	14.88	44.64	202	22.1
51-00-4205 DEFERRED COMP	921.92	1,060.97	983.58	2,955.29	8,000	36.9
51-00-4206 UNEMPLOYMENT	56.22	62.53	23.72	71.06	309	23.0
51-00-4207 DISABILITY INSURANCE	.00	310.84	113.53	372.43	1,276	29.2
51-00-4209 DENTAL INSURANCE	363.87	399.20	101.60	304.80	1,988	15.3
51-00-5000 PLANT OPERATIONS CONTRACTUAL	11,004.88	.00	.00	.00	15,000	.0
51-00-5101 LEGAL	1,792.49	1,467.76	149.36	495.70	5,000	9.9
51-00-5102 AUDIT	1,950.00	2,125.00	2,125.00	2,125.00	5,000	42.5
51-00-5103 DESIGN/ENGINEERING	772.00	666.00	.00	456.00	20,000	2.3
51-00-5104 FINANCIAL SERVICES	.00	2,088.13	.00	3,934.75	14,000	28.1
51-00-5108 OTHER PROFESSIONAL FEES	4,883.40	11,182.82	217.75	3,579.72	40,000	9.0
51-00-5109 PROCESS CONTROL EQUIPMENT	.00	330.50	.00	.00	3,500	.0
51-00-5201 LAB TESTS	1,342.70	2,371.10	825.30	1,185.30	6,000	19.8
51-00-5202 TRASH DISPOSAL	308.35	408.24	237.84	654.35	1,000	65.4
51-00-5204 REPAIR/MAINT-PLANT	2,563.46	.00	.00	509.50	5,400	9.4
51-00-5207 REPAIR/MAINT.-SERVICES	.00	3,655.48	.00	2,931.64	6,000	48.9
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	255.00	400.99	.00	688.88	2,000	34.4
51-00-5209 INSTRUMENT CALIBRATION	.00	10,577.80	16,830.00	16,830.00	18,000	93.5
51-00-5212 TRAINING	.00	135.00	50.00	2,874.98	2,000	143.8
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	.00	570.00	.00	35.00	700	5.0
51-00-5300 CIRSA W/C INSURANCE	727.48	1,612.56	947.70	1,895.40	4,000	47.4
51-00-5301 CIRSA P/C INSURANCE	2,411.30	7,826.65	.00	6,210.91	18,000	34.5
51-00-5302 DISCHARGE PERMITS/LICENSES	.00	.00	.00	175.18	2,000	8.8
51-00-5303 TELEPHONE	214.06	215.37	275.20	419.37	1,000	41.9
51-00-5304 DUES & PUBLICATIONS	450.00	450.00	.00	412.00	1,000	41.2
51-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	4,860.00	8,238.00	24,714.00	99,000	25.0
51-00-5310 POSTAGE	317.95	568.80	245.13	825.64	1,500	55.0
51-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	1,000	.0
51-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	200	.0
51-00-5325 PRINTING	7.00	.00	.00	.00	250	.0
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	2,076.02	2,626.73	310.91	1,648.11	8,000	20.6
51-00-6001 ELECTRICITY & GAS	20,847.71	28,162.05	4,634.55	26,830.79	92,000	29.2
51-00-6004 MATERIALS/SUPPLIES/PLANT	65.95	119.38	.00	84.62	2,000	4.2
51-00-6007 MATERIALS/SUPPLIES/EQUIP	26.15	.00	.00	16.00	2,500	.6
51-00-6010 MATERIALS/SUPPLIES/OFFICE	290.53	.00	.00	.00	700	.0
51-00-6012 GAS/OIL-EQUIPMENT	.00	.00	.00	710.74	600	118.5
51-00-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
51-00-6025 TOOLS	.00	.00	.00	.00	500	.0
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	130.05	.00	.00	500	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	13.99	31.14	.00	45.81	4,000	1.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6191 FLEET FUEL	1,087.02	1,103.50	186.52	554.91	4,000	13.9
51-00-6192 FLEET TIRES	.00	1,353.56	.00	.00	1,500	.0
51-00-6201 CHEMICALS-CHLORINE	2,456.36	3,645.65	2,029.72	4,034.44	17,000	23.7
51-00-6207 CHEMICALS/LAB	509.86	666.80	.00	307.72	2,000	15.4
51-00-6210 CHEMICALS-MISC.	5,100.36	3,997.83	.00	.00	0	.0
51-00-6215 CHEMICALS - CITRIC ACID	1,511.75	.00	.00	.00	2,500	.0
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	.00	.00	.00	.00	4,500	.0
51-00-7010 OFFICE EQUIP/COMPUTERS	.00	.00	.00	2,475.00	1,000	247.5
51-00-7011 COMPUTER SOFTWARE	46.88	73.80	54.03	54.03	0	.0
TOTAL OPERATIONAL EXPENDITURES	104,009.45	136,427.60	54,242.20	158,342.59	670,240	23.6

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	6,896.80	7,760.04	3,016.80	9,050.40	26,148	34.6
51-15-4103 HOURLY	14,756.29	18,307.97	3,015.94	9,154.63	79,688	11.5
51-15-4104 OVERTIME	.00	1,531.71	429.42	1,388.30	4,500	30.9
51-15-4201 FICA	1,305.40	1,675.62	388.34	1,177.82	5,607	21.0
51-15-4202 MEDICARE	305.36	391.92	90.83	275.49	1,513	18.2
51-15-4203 HEALTH INS.	2,164.77	2,140.52	749.30	2,247.91	8,963	25.1
51-15-4204 LIFE INS.	27.89	21.01	8.42	25.25	102	24.8
51-15-4205 DEFERRED COMP	459.42	214.36	507.46	1,510.57	4,000	37.8
51-15-4206 UNEMPLOYMENT	43.36	49.07	12.94	38.56	197	19.6
51-15-4207 DISABILITY INSURANCE	.00	170.27	63.35	208.20	642	32.4
51-15-4209 DENTAL INSURANCE	100.70	84.30	28.10	84.30	392	21.5
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	74.50	.00	.00	75.64	5,000	1.5
51-15-5206 REPAIR/MAINT HYDRANTS	.00	.00	.00	.00	3,000	.0
51-15-5212 TRAINING	.00	.00	.00	.00	350	.0
51-15-5309 CONTRACT EQUIPMENT	.00	8,391.95	.00	.00	0	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	.00	.00	.00	959.22	1,000	95.9
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	.00	1,737.28	19.66	19.66	6,000	.3
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	5,000	.0
51-15-6022 SAFETY ITEMS	36.97	120.00	.00	.00	1,000	.0
51-15-6025 TOOLS	.00	.00	.00	.00	1,000	.0
51-15-7006 METERS/ANTENNA READ BOX	.00	6,128.06	23,836.40	27,538.80	0	.0
TOTAL DISTRIBUTION EXPENDITURES	26,171.46	48,724.08	32,166.96	53,754.75	155,602	34.6

DEPARTMENT 72

51-72-7310 WTP UPGRADES	.00	1,443.44	.00	97,157.48	890,000	10.9
51-72-7320 WATER DISTRIBUTION PROJECTS	.00	11,363.11	.00	80,751.55	3,950,000	2.0
TOTAL DEPARTMENT 72	.00	12,806.55	.00	177,909.03	4,840,000	3.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
51-79-8140	2004 CWCB NOTE--PRINCIPAL	44,868.87	47,164.00	.00	49,576.00	47,164	105.1
51-79-8141	2004 CWCB NOTE--INTEREST	31,704.38	29,409.25	.00	26,997.25	29,409	91.8
51-79-8144	2002 CWRPDA LOAN--PRINCIPAL	73,163.16	.00	.00	.00	0	.0
51-79-8145	2002 CWRPDA LOAN--INTEREST	2,073.67	.00	.00	.00	0	.0
TOTAL DEBT SERVICE		151,810.08	76,573.25	.00	76,573.25	76,573	100.0
TOTAL FUND EXPENDITURES		281,990.99	274,531.48	86,409.16	466,579.62	5,742,415	8.1
NET REVENUE OVER EXPENDITURES		94,807.24-	89,151.73	(43,691.75)	(127,016.39)	1,079,218-	(11.8)

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	1,587,742.36	
52-00-1125	CASH W/ FISCAL AGT-CWRPDA '19	10,000.00	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	132,649.63	
52-00-1165	OTHER RECEIVABLES	68,064.67	
52-00-1190	PREPAID EXPENSES	1,802.37	
52-00-1300	LEASE ASSET - SCADA	29,689.79	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE	(13,195.46)	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION	(7,586,424.66)	
52-00-1640	MACHINERY & EQUIPMENT	388,884.00	
	TOTAL ASSETS		15,259,609.52

LIABILITIES AND EQUITY

LIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	20,069.30	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,229.92	
52-00-2020	ACCOUNTS PAYABLE	9,654.65	
52-00-2143	LEASE LIABILITY	19,339.45	
52-00-2276	2019 STX IMPVT ADV-LT PORTION	1,793,390.40	
52-00-2530	2019 CWRPDA LOAN	2,563,818.15	
52-00-2531	2019 CWRPDA LOAN-CURR PORTION	96,044.33	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,216.55	
52-00-2550	2020 CWRPDA LOAN-LT	2,707,705.09	
52-00-2551	2020 CWRPDA LOAN-CURR PORTION	95,327.59	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,335.86	
	TOTAL LIABILITIES		7,312,131.29

FUND EQUITY

52-00-2600	FUND BALANCE	6,474,618.68	
52-00-2611	PLANT INVESTMENT FEES	124,940.00	
52-00-2612	CAPITAL GRANT	464,981.00	
	UNAPPROPRIATED FUND BALANCE:		
52-00-2900	RETAINED EARNINGS	810,258.30	
	REVENUE OVER EXPENDITURES - YTD	72,680.25	
	BALANCE - CURRENT DATE		882,938.55
	TOTAL FUND EQUITY		7,947,478.23
	TOTAL LIABILITIES AND EQUITY		15,259,609.52

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WASTEWATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>						
52-00-3130 SALES TAXES	.00	94,418.04	36,583.58	104,648.24	511,875	20.4
TOTAL CARRY OVER	.00	94,418.04	36,583.58	104,648.24	511,875	20.4
<u>CHARGES FOR SERVICES</u>						
52-00-3411 USER FEES	159,234.03	247,471.75	10,218.53	169,066.72	1,328,450	12.7
52-00-3415 LATE CHARGES	1,581.21	3,167.34	(110.83)	(110.83)	11,000	(1.0)
52-00-3421 SERVICE	2,905.73-	.00	.00	.00	0	.0
52-00-3422 TAP FEES	.00	.00	.00	.00	20,000	.0
TOTAL CHARGES FOR SERVICES	157,909.51	250,639.09	10,107.70	168,955.89	1,359,450	12.4
<u>MISCELLANEOUS</u>						
52-00-3601 INTEREST EARNED	148.57	7,392.69	4,911.38	14,810.57	30,000	49.4
52-00-3699 OTHER INCOME	5,229.45	400.00	600.00	800.00	5,000	16.0
TOTAL MISCELLANEOUS	5,378.02	7,792.69	5,511.38	15,610.57	35,000	44.6
<u>SOURCE 38</u>						
52-00-3890 DOLA GRANT	.00	.00	.00	.00	875,000	.0
TOTAL SOURCE 38	.00	.00	.00	.00	875,000	.0
TOTAL FUND REVENUE	163,287.53	352,849.82	52,202.66	289,214.70	2,781,325	10.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WASTEWATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	.00	.00	3,964.00	11,892.00	84,703	14.0
52-00-4103 HOURLY	28,074.45	29,552.63	7,504.50	22,179.81	103,464	21.4
52-00-4104 OVERTIME	.00	1,613.59	384.89	1,153.34	6,500	17.7
52-00-4105 HOLIDAY	.00	80.00	.00	274.80	700	39.3
52-00-4201 FICA	1,629.82	1,810.01	686.77	2,056.55	8,916	23.1
52-00-4202 MEDICARE	381.16	423.26	160.58	480.86	2,083	23.1
52-00-4203 HEALTH INSURANCE	6,272.57	7,650.37	2,946.99	8,841.00	33,377	26.5
52-00-4204 LIFE INS.	36.34	41.12	14.87	44.61	202	22.1
52-00-4205 DEFERRED COMP	921.87	1,060.93	983.57	2,955.25	6,000	49.3
52-00-4206 UNEMPLOYMENT	56.00	62.46	23.66	70.88	309	22.9
52-00-4207 DISABILITY INSURANCE	.00	310.77	113.50	372.35	1,276	29.2
52-00-4209 DENTAL INSURANCE	383.88	399.20	101.60	304.80	1,988	15.3
52-00-5000 PLANT OPERATIONS CONTRACTUAL	12,779.09	1,141.00	.00	1,489.62	40,000	3.7
52-00-5101 LEGAL	.00	.00	.00	.00	2,500	.0
52-00-5102 AUDIT	1,950.00	2,125.00	2,125.00	2,125.00	5,000	42.5
52-00-5103 DESIGN/ENGINEERING	3,282.00	.00	.00	.00	5,000	.0
52-00-5104 FINANCIAL SERVICES	.00	12,068.11	.00	3,478.74	20,000	17.4
52-00-5108 OTHER PROFESSIONAL FEES	3,794.83	5,970.82	217.75	3,579.74	25,000	14.3
52-00-5109 PROCESS CONTROL EQUIPMENT	.00	3,287.82	.00	.00	5,000	.0
52-00-5201 LAB TESTS	2,138.40	5,873.70	525.61	1,973.71	13,000	15.2
52-00-5202 DISPOSAL-TRASH	1,377.75	1,359.00	453.00	1,359.00	5,800	23.4
52-00-5204 REPAIR/MAINT.-PLANT	1,402.00	5,442.13	135.05	164.82	40,000	.4
52-00-5206 CH. CREEK SAN DIST MAINT FEE	451.00	495.00	500.00	1,171.00	2,000	58.6
52-00-5207 REPAIR/MAINT-SERVICES	.00	7,692.36	.00	3,340.22	8,000	41.8
52-00-5208 REPAIR MAINT - INSTRUMENTS	48.30	98.68	.00	3,502.18	1,500	233.5
52-00-5209 INSTRUMENT CALIBRATION	.00	22,554.80	.00	21,849.25	25,000	87.4
52-00-5212 TRAINING	.00	1,054.48	.00	2,345.00	2,000	117.3
52-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215 EMPLOYEE INCENTIVE	.00	570.00	.00	35.00	0	.0
52-00-5250 SLUDGE REMOVAL	2,367.53	5,826.74	2,770.50	8,169.00	33,000	24.8
52-00-5300 CIRSA W/C INSURANCE	727.48	1,612.56	947.69	1,895.39	4,000	47.4
52-00-5301 CIRSA P/C INSURANCE	2,411.30	7,826.65	.00	6,210.91	16,000	38.8
52-00-5302 DISCHARGE PERMITS/LICENSES	.00	50.00	.00	.00	2,500	.0
52-00-5303 TELEPHONE	214.06	215.37	287.97	432.16	1,000	43.2
52-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	4,860.00	1,620.00	4,860.00	20,000	24.3
52-00-5310 POSTAGE & SHIPPING	636.62	199.08	245.12	825.63	1,000	82.6
52-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	300	.0
52-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
52-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,500	.0
52-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	300	.0
52-00-5325 PRINTING	7.00	.00	.00	.00	500	.0
52-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335 CELL/INTERNET SERVICE	8,348.82	6,161.63	2,521.49	7,781.61	34,000	22.9
52-00-5390 UCCWA	1,313.09	.00	.00	.00	2,062	.0
52-00-6001 UTILITIES	24,364.75	69,578.08	35,852.64	51,784.14	200,000	25.9
52-00-6004 MATERIALS/SUPPLIES/PLANT	205.96	1,212.88	.00	1,833.70	4,200	43.7
52-00-6007 MATERIALS/SUPPLIES/EQUIP	558.22	213.32	.00	.00	3,000	.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	607.42	733.23	.00	72.53	2,000	3.6
52-00-6012 GAS/OIL-EQUIPMENT	.00	130.56	.00	1,595.40	3,000	53.2
52-00-6022 SAFETY ITEMS	.00	.00	.00	.00	800	.0
52-00-6025 TOOLS	123.87	.00	.00	.00	800	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WASTEWATER FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	10.99	217.16	.00	.00	500	.0
52-00-6150 FLEET MAINT	.00	.00	67.70	113.52	2,000	5.7
52-00-6191 FLEET FUEL	1,009.56	1,103.49	186.53	554.92	4,000	13.9
52-00-6192 FLEET TIRES	.00	.00	.00	.00	1,500	.0
52-00-6193 FLEET SUPPLIES	26.04	.00	.00	5.99	250	2.4
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	300	.0
52-00-6207 CHEMICALS/LAB	6,767.78	6,932.69	470.41	1,333.51	19,000	7.0
52-00-6210 CHEMICALS-MISC.	904.10	4,414.62	.00	4,342.61	20,000	21.7
52-00-7010 OFFICE EQUIP/COMPUTER	.00	.00	.00	2,475.00	1,000	247.5
52-00-7011 COMPUTER SOFTWARE	46.87	.00	47.98	47.98	0	.0
TOTAL OPERATIONAL EXPENDITURES	118,850.92	224,025.30	65,859.37	191,373.53	829,630	23.1

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	6,896.80	7,760.04	3,016.80	9,050.40	26,148	34.6
52-16-4103 HOURLY	14,756.24	18,307.95	3,015.93	9,154.59	79,688	11.5
52-16-4104 OVERTIME	.00	1,531.66	429.41	1,388.27	5,000	27.8
52-16-4201 FICA	1,305.28	1,675.50	388.29	1,177.73	5,606	21.0
52-16-4202 MEDICARE	305.24	391.83	90.83	275.47	1,513	18.2
52-16-4203 HEALTH INSURANCE	2,164.78	2,140.49	749.30	2,247.89	8,963	25.1
52-16-4204 LIFE INS.	27.77	20.99	8.38	25.15	102	24.7
52-16-4205 DEFERRED COMP	459.34	214.36	507.44	1,510.53	3,175	47.6
52-16-4206 UNEMPLOYMENT	43.24	48.90	12.92	38.46	197	19.5
52-16-4207 DISABILITY INSURANCE	.00	170.27	63.33	208.13	642	32.4
52-16-4209 DENTAL INSURANCE	100.71	84.30	28.10	84.30	392	21.5
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	500	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	.00	469.78	.00	.00	5,000	.0
52-16-6022 SAFETY ITEMS	.00	119.99	.00	.00	750	.0
52-16-6025 TOOLS	.00	.00	.00	.00	1,500	.0
52-16-6191 FLEET FUEL	.00	50.98	.00	.00	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	26,059.40	32,987.04	8,310.73	25,160.92	142,676	17.6

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	124.95	1,443.44	.00	.00	200,000	.0
52-72-7320 WW COLLECTION PROJECTS	.00	.00	.00	.00	3,000,000	.0
TOTAL DEPARTMENT 72	124.95	1,443.44	.00	.00	3,200,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
52-79-8101	2020 CWRPDA-PRINCIPAL	.00	.00	.00	.00	94,734	.0
52-79-8102	2020 CWRPDA-INTEREST	.00	.00	.00	.00	14,490	.0
52-79-8109	2019 CWRPDA-PRINCIPAL	.00	.00	.00	.00	95,446	.0
52-79-8110	2019 CWRPDA-INTEREST	.00	.00	.00	.00	13,778	.0
TOTAL DEBT SERVICE		.00	.00	.00	.00	218,448	.0
TOTAL FUND EXPENDITURES		145,035.27	258,455.78	74,170.10	216,534.45	4,390,754	4.9
NET REVENUE OVER EXPENDITURES		18,252.26	94,394.04	(21,967.44)	72,680.25	1,609,429-	4.5

CITY OF IDAHO SPRINGS
BALANCE SHEET
MARCH 31, 2024

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	729,380.69	
59-00-1165	OTHER RECEIVABLES	39,961.63	
59-00-1178	CASH CLEARING - ACCTS REC.	166.67	
59-00-1350	CONSTRUCTION IN PROGRESS	296,723.17	
	TOTAL ASSETS		1,066,232.16

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
59-00-2900	RETAINED EARNINGS	956,819.57	
	REVENUE OVER EXPENDITURES - YTD	109,412.59	
	BALANCE - CURRENT DATE	1,066,232.16	
	TOTAL FUND EQUITY		1,066,232.16
	TOTAL LIABILITIES AND EQUITY		1,066,232.16

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

PARKING ENTERPRISE FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
59-00-3491 PARKING FEES	.00	75,453.52	37,158.78	109,559.33	550,000	19.9
TOTAL CHARGES FOR SERVICES	.00	75,453.52	37,158.78	109,559.33	550,000	19.9
<u>MISCELLANEOUS</u>						
59-00-3601 INTEREST EARNED	.00	1,954.87	2,256.20	6,019.92	7,000	86.0
TOTAL MISCELLANEOUS	.00	1,954.87	2,256.20	6,019.92	7,000	86.0
<u>SOURCE 37</u>						
59-00-3790 CDOT CONTRIBUTION	.00	.00	.00	.00	2,650,000	.0
TOTAL SOURCE 37	.00	.00	.00	.00	2,650,000	.0
<u>SOURCE 38</u>						
59-00-3891 P.I.L.O. CONSTRUCTION	.00	.00	166.67	333.34	0	.0
TOTAL SOURCE 38	.00	.00	166.67	333.34	0	.0
TOTAL FUND REVENUE	.00	77,408.39	39,581.65	115,912.59	3,207,000	3.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

PARKING ENTERPRISE FUND

	YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	.00	.00	.00	29,244	.0
59-70-5108 DESIGN/ENGINEERING	.00	76,594.52	.00	6,500.00	2,800,000	.2
59-70-7901 CAPITAL PROJECTS	.00	.00	.00	.00	200,000	.0
TOTAL CAPITAL EXPENSES	.00	76,594.52	.00	6,500.00	3,029,244	.2
TOTAL FUND EXPENDITURES	.00	76,594.52	.00	6,500.00	3,029,244	.2
NET REVENUE OVER EXPENDITURES	.00	813.87	39,581.65	109,412.59	177,756	61.6

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 10, Series 2024

AN ORDINANCE APPROVING AN AMENDMENT TO THE OCCUPANCY AGREEMENT FOR 2060 MINER STREET BETWEEN THE CITY AND THE HISTORICAL SOCIETY OF IDAHO SPRINGS

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

WHEREAS, under this authority, on or around December 13, 2010, the Council approved and entered into an Occupancy Agreement with the Historical Society of Idaho Springs (“HSIS”), under which HSIS is authorized to use 2060 Miner Street (the “Property”) for various purposes, including the operation of a museum as well as the City’s official visitor’s center (the “Agreement”); and

WHEREAS, under the Agreement, the only permitted uses of the Property are a museum, a visitor center, uses commonly associated with the aforementioned uses, and the subletting of office space to non-profit or public entities; and

WHEREAS, over the past fourteen years, HSIS has sublet space within the Property to entities that are neither public nor non-profit in violation of the express terms of the Agreement, which City Staff has often been aware of and at least implicitly allowed through the issuance of business licenses to such sub-tenants; and

WHEREAS, the Council finds that it is in the best interest of both parties to amend and clarify the language concerning permitted uses to align the express language of the Agreement with the Parties’ mutual understanding and intent concerning the same; and

WHEREAS, because the Agreement is a lease of City-owned real property for a term greater than one (1) year, the Council must act by ordinance to approve any amendment of the same pursuant to C.R.S. § 31-15-713(1)(c).

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 hereby adopted as findings and determinations of the City Council and are incorporated herein by reference.

Section 2. The City Council hereby approves the Amendment to Occupancy Agreement, dated April 22, 2024, between the City of Idaho Springs and the Historical Society

of Idaho Springs, concerning the Property, attached hereto and incorporated herein by this reference. The Mayor and City Clerk are authorized to execute the same and to deliver the document to the Historical Society and take such other steps as reasonably necessary or convenient to complete the amendment transaction.

Section 3. 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 sections and provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 25th day of March, 2024.

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 22nd day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

AMENDMENT TO OCCUPANCY AGREEMENT

THIS AMENDMENT TO OCCUPANCY AGREEMENT (this "Amendment"), is made and entered into to be effective as of the 22nd day of April, 2024, by and between the CITY OF IDAHO SPRINGS, a Colorado statutory municipal corporation, hereinafter referred to as "City" and the HISTORICAL SOCIETY OF IDAHO SPRINGS, a Colorado non-profit entity, hereinafter referred to as "HSIS."

WHEREAS, the City and HSIS entered into that Occupancy Agreement dated December 13, 2010 (the "Agreement"), concerning the lease and use of certain real property owned by the City known as 2060 Miner Street (the "Property"); and

WHEREAS, the City and HSIS desire to amend the terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the continued covenants and conditions of the Agreement, the City and the HSIS agree that this Amendment shall amend the Agreement as follows:

1. Section 1.1(e) of the Agreement, concerning the permitted uses of the Property under the Agreement, is hereby amended as follows:

(e) "Use" means a Heritage Center museum, a visitor center and other uses commonly associated with museums and visitor centers. Subject to Section 12.1 hereof, Tenant may sub lease office space to non-profit or public entities and to private professionals or entities, and may use a portion of the building for the retail sale of merchandise that would be appropriate for a museum and visitor center.

2. Section 12.1 of the Agreement, concerning subletting, is hereby amended as follows:

12.1 Limitation. Without Landlord's prior written consent which shall be sole and absolute, not be unreasonably withheld or delayed Tenant will not assign all or any of its interest under this Agreement, sublet all or any part of the Property or permit the Property to be used by any parties other than Tenant and its employees. Tenant may sub lease office space to non-profit or public entities. Any subletting of space within the Property by Tenant, regardless of the identity or nature of the sub-lessee, shall require Landlord's prior written consent. Such consent may be provided by Landlord in any written form, including by electronic mail.

3. All capitalized terms used in this Amendment shall have the same meaning as provided in the Agreement.

4. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed on their behalf to be effective as of the date and year first above written.

CITY OF IDAHO SPRINGS, COLORADO

Chuck Harmon, Mayor



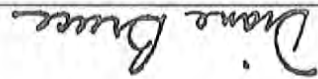
HISTORICAL SOCIETY OF IDAHO SPRINGS

Title:

James Gowan, President

ATTEST:

Diane Brece, City Clerk



IDAHO SPRINGS CITY COUNCIL STAFF REPORT

Meeting Date: Monday, April 22, 2024	Page 1 of 5	Item:
Presented by: Dylan Graves Community Development Planner		Request for a Zoning Amendment to Re-Zone 2060 Miner Street from Park and Recreation (P) to Commercial One (C-1)

PROPOSAL:

This is a request for an amendment to the City's zoning map to re-zone the parcel located at 2060 Miner Street, also known as Tract 2 of the CRC Park minor subdivision, from Park & Recreation (P) to Commercial One (C-1). The property is currently occupied by the Idaho Springs Visitor Center, which is operated by the Idaho Springs Historical Society. The City of Idaho Springs (City) owns the property but has a long-standing lease agreement with the Historical Society to occupy the property and operate the Visitor Center.

The Planning Commission unanimously voted to recommend approval of the proposed rezoning on April 3, 2024, with no conditions.

ATTACHMENTS:

1. 2010 Historical Society Lease Agreement for 2060 Miner Street
2. 1992 Survey of 2060 Miner Street
3. Plat for CRC Subdivision Minor Subdivision Plat

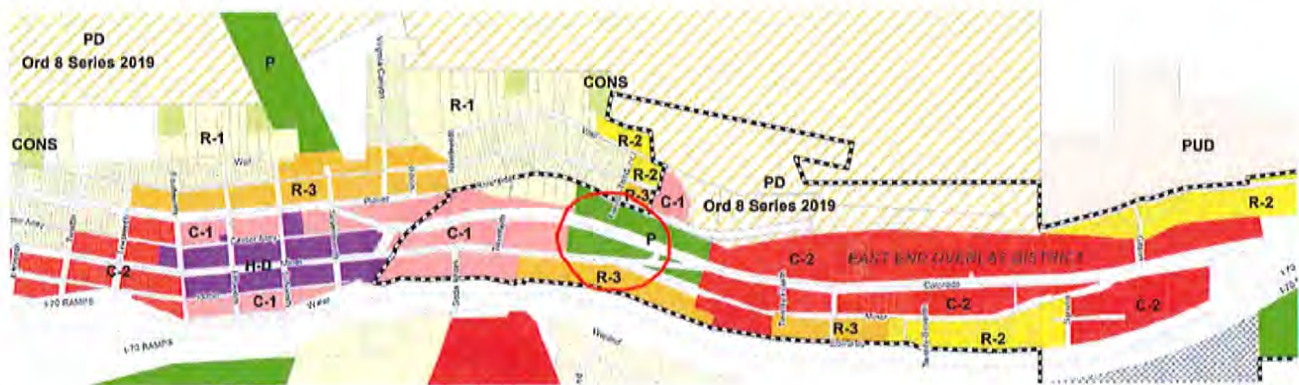
BACKGROUND:



The subject property is zoned Park & Recreation (P) and is located at the intersection between Miner Street and Colorado Boulevard, several blocks east of the Historic Downtown and adjacent to Courtney-Ryley-Cooper Park. The property is owned by the City and historically, tennis courts were located on the property, making the Park & Recreation (P) zoning appropriate for the site. The existing building on-site was built in approximately 1992 and the Historical Society has operated under a lease agreement between the City and the Historical Society since January 24, 2005, with updates in 2007 and 2010. Unless terminated earlier in accordance with the agreement, the

current agreement is in effect until December 31, 2030, according to the occupancy agreement entered into on December 13, 2010 (Attachment 1). The occupancy agreement establishes permitted uses for the property as well as the regulations governing the use, maintenance, and continued occupancy of the property. The lease agreement is also proposed to be updated concurrently with this rezoning application, which is a separate review outside of the planning and zoning processes found in the Idaho Springs Municipal Code (ISMC).

Section 1.1 Basic Agreement Definitions within the lease agreement defines the use of the property as a “Heritage Center Museum, a visitor center and other uses commonly associated with museums and visitor centers. Tenant may sub lease office space to non-profit or public entities and may use a portion of the building for the retail sale of merchandise that would be appropriate for a museum and visitor center.” The defined use allows for sublease to non-profits and public entities, but not to commercial entities.



The present zoning amendment request has arisen because Staff has discovered that the Park & Recreation (P) zoning district does not permit commercial enterprises or community/cultural facilities like museums and visitor centers as a use by right, according to Use Table 21-50-1 of the ISMC. The Park & Recreation (P) zoning district only permits cemeteries, golf courses, playgrounds, public parks, public recreation centers, and community gardens. Speaking with the City Attorney, we have been advised that the visitor center use does not appear to be authorized in the Park & Recreation (P) zoning and the commercial uses associated with the building certainly are not permitted. There has not been a use on-site that clearly conforms to the underlying zoning for some years. Zoning the property to something more appropriate that allows a visitor center and other community and cultural facilities would ensure that the Historical Society can continue to operate on-site without conflict into the future.

The C-1 zoning district is requested because the existing property is adjacent to C-1 zoning directly to the West, which continues westward into the Historic Downtown (HD) district. Rezoning the parcel to the district adjacent to it is reasonable as it ensures that all properties in that area are similarly zoned to ensure that potential development is consistent in the area. The property is surrounded by Park & Recreation (P) zoning (CRC Park) to the North and East and R-3 residential zoning to the South. The C-1 zoning district would permit the existing uses on-site, such as the Visitor Center’s gift shop, but would also allow for other potential future uses.

PLANNING COMMISSION ROLE:

The ISMC requires every application for a rezoning to go before the Planning Commission for review and recommendation of either approval or denial to Council. The Planning Commission voted to recommend approval unanimously at the April 3, 2024, Planning Commission meeting.

CRITERIA FOR APPROVAL.

Per Sec. 21-108(F) of the ISMC, when reviewing the requested revision, the Commission may consider the following factors:

1. Whether the proposed zoning is in conformity with the Comprehensive Plan;

The recommended land use of the subject property today, per the 2017 City of Idaho Springs Comprehensive Plan, is Parks OS. Obviously, the existing property is already zoned appropriately to meet the Master Plan recommendation. That said, the limitation of the Park & Recreation zoning district is that beneficial community and cultural uses and facilities – including the present Visitor Center use – is not permitted as a use by right.

Because the property is identified as Parks OS in the Comprehensive Plan, Staff does not believe that rezoning the property to Commercial One (C-1) would be in conformity with the Comprehensive Plan's land use designation for the site in this respect. That said, rezoning the property would allow future uses on-site that could meet Comprehensive Plan goals and the existing use on-site of a visitor center achieves the goals found in the Economic Development and Tourism Element to the Comprehensive Plan. The following objectives appear to be met:

- *Objective: Support development/redevelopment of the East End business district.*

The existing visitor center brings visitors to the eastern portion of the City and provides opportunities to encourage tourists to visit local attractions, businesses and restaurants, and other areas of the City that may not be as well-known as the Historic District. This encourages vitality in the East End business district that may not exist without a visitor center in this location. Staff believe that the visitor center is a beneficial resource to the community as well as to visitors and will continue to be so into the future.

- *Objective: Support tourism and special event activities.*

Having a staffed visitor center benefits tourism in the City by providing another destination for visitors and travelers to stop at while in the City and gain information about the City as well as nearby recreational opportunities. Ensuring that the visitor center can remain on-site for as long as the City's lease agreement is active supports tourism in this part of the City.

Ultimately, although the land use designation does not cleanly fit if the property is rezoned, the rezoning would help to achieve other Comprehensive Plan goals.

2. Whether there have been material changes in the character of the neighborhood such as to justify a change in the zoning.

For some time, the primary use on-site was a park containing, among other things, a tennis court, which is shown on a 1992 survey from the time when the visitor center building was under construction (Attachment 2). At that time, zoning was appropriate for the uses on-site. However, the property was not rezoned following the construction of the visitor center building and later demolition of the tennis court. Since the tennis court was demolished, Staff believes that the property's zoning has not met the permitted uses on-site.

The character of the neighborhood to the West of the parcel is varied but is largely residential single-family housing. This has the potential to change over time, as the Commercial One (C-1) zoning district does not allow single-family detached housing as a use-by-right. The single-family residential in this area would be considered nonconforming per Sec. 21-12. The Idaho Springs Fire Department and the Idaho Springs Primary Care provider at 1969 Miner St. are also nearby, showing some variety in uses in the immediate vicinity.

Given the varied uses in the area, the underlying zoning of the adjacent properties that may lead to future redevelopment, and the fact that the uses on-site have changed since the zoning was put in place, Staff believes that the proposed rezoning meets this criterion.

3. Whether the proposed rezoning will tend to preserve and promote property values in the neighborhood.

Staff believes that the rezoning will preserve and promote property values in the neighborhood. The existing uses on-site are anticipated to remain in the short term, as the current lease with the Historical Society does not expire until at least 2030, though there is an option to renew further. That ensures that no drastic changes in use are anticipated soon. That said, in the future redevelopment could occur if the parcel is rezoned and the Historical Society eventually leaves the space. Staff still does not believe that redevelopment of the site would result in negative impacts on property values in the area nor would a new use on-site have greater impact than the existing visitor center use, which is a relatively intensive use. There is a mix of commercial and residential uses in this vicinity and Staff believes that either type of use could be built on-site without adversely impacting adjacent property owners or uses.

4. Whether development of the property in accordance with the proposed rezoning will be in harmony and compatible with surrounding land uses and present development in the area.

Rezoning the property to Commercial One (C-1) will be more in harmony and compatible with present development of the subject property, given that the current operation of a visitor center with a gift shop and small office uses on the second level is not compatible or in harmony with the existing Park & Recreation (P) zoning on-site. Currently, surrounding land uses include a park (CRC Park) across Colorado Boulevard; residential, detached single family development (which as mentioned is nonconforming in the C-1 zoning district); and a variety of public and non-public commercial uses (health clinic, fire department, realty office, etc.). There is also multi-family senior housing several blocks west of the subject parcel, also in the C-1 zoning district. The properties directly west of the property between I-70 and Colorado Boulevard are all zoned C-1, making the proposed rezoning to C-1 harmonious and compatible with surrounding developments and future potential for development in the area.

5. Whether the proposed rezoning will affect traffic congestion in the area.

Traffic is not anticipated to be impacted in the area. No proposed changes to the existing use are contemplated presently. Adequate parking is currently available on-site based on the existing visitor center use and there is parking available for the limited office space on the second level that is permitted to be subleased as part of the City's current lease agreement with the Historical Society. Should the property be redeveloped in the future, any redevelopment proposal would be required to provide a traffic impact analysis and study and would be required to provide a parking plan that shows adequate parking. As such,

any redevelopment in line with the C-1 zoning district would require additional approvals that would ensure that this criterion is met.

6. Whether the proposed rezoning will promote the public welfare.

Public welfare is not anticipated to be adversely impacted because of this proposed rezoning. The rezoning is intended to clarify the existing allowance for uses on the property that have been permitted historically and ensure that they can continue while clearly meeting ISMC requirements. The proposed rezoning allows the Historical Society to cleanly operate the small-scale commercial uses that have historically been established on-site. Staff does not believe that the continued use of the site by the Historical Society as a visitor center will adversely impact public welfare.

7. Whether denial of the proposed rezoning would impose an undue hardship on the owner.

Staff believes that undue hardship on the owner could occur if the proposed rezoning is denied. As the Park & Recreation (P) zoning district does not permit commercial uses or community facilities including museums, tourist facilities, or community centers, an argument could be made that the visitor center currently is not permitted on the subject property. Staff believes that it is in the City's interest to rezone the property to ensure that existing uses are clearly permitted on the property.

STAFF ANALYSIS OF PROPOSAL:

Staff believes that the requested rezoning generally conforms with the necessary criteria for approval of a rezoning application. It will not have negative impacts on adjacent property owners or uses and benefits the owner (the City) by formalizing conformance of the existing use on-site (the Visitor Center) while also allowing for potential flexibility in the future.

PLANNING STAFF RECOMMENDATION:

Staff recommends that City Council approve the requested rezoning application to rezone the City-owned property located at 2060 Miner Street from Park & Recreation (P) to Commercial One (C-1), with no conditions.

SUGGESTED MOTION:

Motion to approve a request to rezone the City-owned property located at 2060 Miner Street from Park & Recreation (P) to Commercial One (C-1).

**OCCUPANCY AGREEMENT
HERITAGE CENTER BUILDING**

THIS OCCUPANCY AGREEMENT ("Agreement") is entered into as of, December 13, 2010 and by and between the Landlord and Tenant, identified in Section 1.1 below.

1. DEFINITIONS.

1.1 Basic Agreement Definitions. In this Agreement, the following defined terms have the meanings indicated;

- (a) "Landlord" means The City of Idaho Springs, Colorado.
- (b) "Laws" means any and all present or future federal, state or local laws, statutes, ordinances, rules, regulations or orders of any and all governmental or quasi-governmental authorities having jurisdiction.
- (c) "Tenant" means Historical Society of Idaho Springs, a Colorado non-profit corporation.
- (d) "Property" means the land, building, parking area and other improvements located at 2060 Miner, in the City of Idaho Springs, Colorado.
- (e) "Use" means a Heritage Center museum, a visitor center and other uses commonly associated with museums and visitor centers. Tenant may sub lease office space to non-profit or public entities and may use a portion of the building for the retail sale of merchandise that would be appropriate for a museum and visitor center.
- (f) "Term" means the duration of this Agreement, which will commence on the date stated above and will end on December 31, 2020, unless sooner terminated as provided herein. This Agreement shall automatically renew until December 31, 2030 unless Tenant notifies Landlord in writing on or before September 30, 2020 of an intention not to renew this Agreement. This agreement may be reviewed annually by November 30 to identify any concerns of either party.
- (g) "Landlord's Address" means:

City of Idaho Springs
P.O. Box 907
1711 Miner Street
Idaho Springs, Colorado 80452
Attention: City Administrator

- (h) "Tenant's Address" means:

Historical Society of Idaho
Springs, P.O. Box 1318
Idaho Springs, Colorado 80452
Attention: President

2. GRANT OF AGREEMENT. Demise. Subject to the terms, covenants, conditions and provisions of this Agreement, Landlord leases to Tenant and Tenant leases from the Landlord the Property for the Term.

2.1 Quiet Enjoyment. Landlord covenants that, during the Term, Tenant will have quiet and peaceable possession of the Property, subject to the terms, covenants, conditions and provisions of this Agreement and Landlord will not disturb such possession except as expressly provided in this Agreement.

2.2 Operation of Visitor Center. As consideration for its occupancy of the Premises, Tenant agrees to operate the Visitor Center located on the Property in a manner acceptable to the City. Landlord agrees to financially support Tenant's operation of the Visitor Center in an amount to be determined by Landlord at least annually as part of Landlord's budget process. Landlord may request, and Tenant shall provide reasonable information from time to time, concerning Tenant's operation of the Visitor Center, as Landlord deems prudent. For fiscal year 2011, the Parties agree that the amount of Landlord's financial support for operation of the Visitor Center is ELEVEN THOUSAND DOLLARS (\$11000). All amounts due from Landlord under this Section shall be made in four (4) equal quarterly payments annually for the Term of the agreement. Landlord's obligation to pay the amounts established pursuant to this Section 2.2 is and shall remain subject to the provisions of Section 21.15 of this Agreement for the duration of this Agreement. Landlord's failure to pay any amounts due hereunder because of failure to appropriate shall not constitute a default of Landlord, as defined by Section 17.1 below. Such failure to appropriate, however, shall relieve Tenant of its obligation to operate the Visitor Center as provided herein and the Parties agree to negotiate in good faith to determine appropriate alternative consideration for Tenant's occupancy of the Property.

3. UTILITIES.

3.1 Utility Expenses. Subject to the obligation of Landlord to furnish the basic facilities as set forth in Section 5.1 below, Tenant shall be solely responsible for obtaining whatever telecommunications, electric power, natural gas, water and sewer service it desires for the Property and shall be solely responsible for paying all of the costs of such service during the Term.

4. USE AND OCCUPANCY.

4.1 Use. Tenant agrees to use and occupy the Property only for the Use described in Section 1.1(e), or for such other purpose as Landlord expressly authorizes in writing.

4.2 Compliance.

(a) Tenant agrees to use the Property in a safe, careful and proper manner, and to comply, at Tenant's expense, with all Laws applicable to Tenant's use, occupancy or alteration of the Property and with any Laws that require any alterations to the Property *due* to Tenant's status under such Laws. If, due to the nature or manner of any use or occupancy of the Property by Tenant that is other than normal use and occupancy, any improvements or alterations to the Property or changes in the services provided by Landlord according to Section 5 are required to comply with any Laws, or with requirements of Landlord's insurers, then Tenant will pay all costs of the required improvements, alterations or changes in services.

(b) During the Term, each party will comply with all Laws governing, and all procedures established by Landlord for, the use, abatement, removal, storage, disposal or transport of any substances, chemicals or

materials declared to be, or regulated as, hazardous or toxic under any applicable Laws ("Hazardous Substances") and any required or permitted alteration, repair, maintenance, restoration, removal or other work in or about the Property that involves or affects any Hazardous Substances. No Hazardous Substances will be stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Property by Tenant, or any of its respective agents, employees, contractors or invitees, without first obtaining Landlord's express written consent (any Hazardous Substances which are stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Property by any of such persons or entities are called "Tenant's Hazardous Substances"). However, normal quantities of Tenant's Hazardous Substances customarily used for Visitor Center / Museum and related office activities (such as copier and cleaning chemicals) may be stored and used on the Property without Landlord's prior written consent. Tenant, at its expense, will take all action necessary to restore the Property to the condition existing prior to the introduction of Tenant's Hazardous Substances, whether such action is required by any governmental authority in order to comply with applicable Laws or by Landlord in order for Landlord to make the same economic use of the Property as Landlord could have made prior to the introduction of Tenant's Hazardous Substances.

4.3 Occupancy. Tenant will not cause, maintain or permit any nuisance or waste in or about the Property and will keep the Property free of debris, and anything of a dangerous, noxious, toxic or offensive nature or which could create a fire hazard or undue vibration, heat, noise, fumes, vapors or odors. Tenant will not increase on an ongoing basis the number of persons occupying the Property or the pedestrian traffic in and out of the Property or the Property above an ordinary and reasonable level. If by reason of Tenant's failure to comply with the provisions of this Section 4.3, (a) any insurance coverage is jeopardized, then Landlord will have the option to terminate this Agreement; or (b) insurance premiums are increased, then Landlord may require Tenant to immediately pay Landlord the amount of the increase in insurance premiums.

5. SERVICES AND UTILITIES.

5.1 Landlord's Standard Services. During the Term, Landlord will operate and maintain the Property in compliance with all applicable Laws and according to those standards from time to time prevailing for similar City owned buildings in Idaho Springs. Landlord will provide the following services according to such standards:

(a) repair, maintenance and replacement of all structural elements of the Property and all mechanical, plumbing, life safety, vertical transportation and electrical systems installed in the Property, but excluding any mechanical, plumbing or electrical equipment that is installed or operated to accommodate Tenant's special requirements (such as a supplementary air conditioning unit installed to cool a tenant's computer room);

(b) basic facilities to supply heating and ventilating to the Property at temperatures and in amounts consistent with those the mechanical system serving the Property is designed to provide and otherwise as may be reasonably required for comfortable use and occupancy under normal business operations.

(c) basic facilities to supply electricity for lighting the Property and operating Tenant's equipment and in amounts not exceeding the demand the electrical system serving the Property is designed to provide;

(d) water and sanitary sewer service for washrooms, restrooms, restroom fixtures and drinking fountains.

5.2 Additional Services

(a) If Tenant requires electric current, water or any other energy in excess of the amounts provided by Landlord according to Section 5.1, such excess electric, water or other energy requirements will be supplied only with Landlord's consent, which will not be unreasonably withheld. If Landlord grants such consent, Tenant will pay all costs of meter service and installation of facilities or professional services necessary to measure and/or furnish the required excess capacity. Tenant will also pay the entire cost of such additional electricity, water or other energy so required.

(b) If Tenant installs any machines, equipment or devices on the Property that do not constitute customary office equipment (i.e. desk top personal computers and printers, small copy machines, and similar devices and equipment) and such machines, equipment or devices cause the temperature on any part of the Property to exceed the temperature the Property's mechanical system would be able to maintain in the Property were it not for such machines, equipment or devices, then Landlord reserves the right to install supplementary air conditioning units on the Property, and Tenant will pay Landlord all costs of installing, operating and maintaining such supplementary units.

5.3 Interruption of Services. If any of the services provided for in this Section 5 are interrupted or stopped, Landlord will use due diligence to resume the service; provided, however, no irregularity or stoppage of any of these services will create any liability for Landlord (including, without limitation, any liability for damages to Tenant's personal property caused by any such irregularity or stoppage) or constitute an actual or constructive eviction or in any manner or for any purpose relieve Tenant from any of its obligations under this Agreement.

6. REPAIRS.

6.1 Repairs to the Property. Subject to the terms of Sections 4, 5, 10 and 12 below, and except to the extent Landlord is required to perform or pay for certain maintenance or repairs according to those sections, Tenant will, at Tenant's own expense and at all times during the Term, clean, maintain and repair the Property and Tenant's equipment, personal property and trade fixtures in the Property, and any mechanical, plumbing or electrical equipment that is not furnished by Landlord that is installed or operated to accommodate Tenant's special requirements (such as a supplementary air conditioning unit installed to cool a computer room on the Property), in good order and repair and in a condition that complies with all applicable Laws. Subject to Section 11.1 below, Tenant will also be responsible for the cost of repairing all damage to the Property (or any equipment or fixtures in or serving the same) caused by Tenant, or any of its agents, employees, contractors or invitees. Any such damage may be repaired by Landlord, in which case Tenant will pay to Landlord the cost of such repairs within 10 days after the date of Landlord's invoice. Alternatively, at Landlord's option Tenant will promptly and adequately repair all such damage under the supervision and subject to the prior reasonable approval of Landlord. All work done by Tenant or its contractors (which contractors will be subject to Landlord's reasonable approval) will be done in a first-class workmanlike manner using only quality grades of materials and will comply with all insurance requirements and all applicable Laws. In the case of an emergency, Tenant shall not be required to obtain the approval of Landlord before making repairs or performing maintenance.

6.2 Failure to Maintain Property. If Tenant fails to perform any of its obligations under Section 6.1 above, then Landlord may perform such obligations and Tenant will pay to Landlord the cost of such performance, within 10 days after the date of Landlord's invoice. For purposes of performing such obligations, or to inspect the Property, Landlord may enter the Property upon not less than 2 days' prior notice to Tenant (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry. Landlord will take reasonable steps in connection with such entry to minimize any disruption to Tenant's business or its use of the Property.

6.3 Notice of Damage. Tenant will notify Landlord promptly after Tenant learns of (a) any fire or other

casualty to the Property; (b) any damage to or defect in the Property, including any fixtures or equipment in or serving the same, which was caused by Tenant or its subtenants, or their respective agents, employees, contractors or invitees, or for the repair of which Landlord might be responsible; and (c) any damage to or defect in any parts or appurtenances of the Property's sanitary, electrical, heating, ventilating, air conditioning, elevator or other systems located on or passing through the Property.

7. ALTERATIONS.

7.1 Alterations by Tenant. Tenant may from time to time at its own expense make changes, additions and improvements to the Property to better adapt the same to its business, provided that any such change, addition or improvement will (a) comply with all applicable Laws; (b) be made only with the prior written consent of Landlord if said change, addition or improvement exceeds \$1,500.00 which consent will not be unreasonably withheld; and (c) be carried out only by persons selected by Tenant and approved in writing by Landlord. Tenant will maintain, or will cause the persons performing and such work to maintain, worker's compensation insurance and public liability and property damage insurance (with Landlord named as an additional insured), in amounts, with companies and in a form reasonably satisfactory to Landlord, which insurance will remain in effect during the entire period in which the work will be carried out. Prior to commencement of any work, Tenant will deliver to Landlord proof of all such insurance. Tenant will promptly pay, when due, the cost of all such work and, upon completion, Tenant will deliver to Landlord, to the extent not previously received by Landlord, evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services or materials. Tenant, at its expense, will have promptly prepared and submitted to Landlord reproducible as-built plans of any such change, addition or improvements upon its completion. All changes, additions and improvements to the Property permanent in character, made or paid for by Landlord or Tenant will, without compensation to Tenant, become Landlord's property upon installation. If at the time Landlord consents to their installation, Landlord requests or approves the removal by Tenant of any such provided in Section 15.1. All other changes, additions and improvements will remain Landlord's property upon termination of this Agreement and will be relinquished to Landlord in good condition, ordinary wear and tear excepted.

7.2 Alterations by Landlord. Landlord may from time to time make repairs, changes, additions and improvements to the Property and those building systems necessary to provide the services described in Section 5, and for such purposes Landlord may enter the Property upon not less than 10 days' prior notice to Tenant (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry. In doing so, Landlord will not disturb or interfere with Tenant's use of the Property and operation of its business any more than is reasonably necessary in the circumstances and will repair any damage to the Property caused by such entry. No permanent change, addition or improvement made by Landlord will materially impair access to the Property.

8. [RESERVED]

9. INSURANCE.

9.1 Landlord's Insurance. Landlord shall, at its sole cost and expense, maintain property insurance adequate to insure the building and all other improvements located on the Property that belong to Landlord. Landlord shall be under no obligation to insure any of Tenant's belongings that Tenant may locate within or upon the Property; such Tenant belongings shall be located and kept on the premises at Tenant's sole risk.

9.2 Tenant's Insurance. From and after the Commencement Date, Tenant, at its sole cost and expense, will procure, pay for, and maintain the types of insurance in the amounts and forms specified in this Section 9.2 of the Agreement and shall insure that any sublessee provides the same ("Tenant's Insurance"). Landlord, in its reasonable discretion, may from time to time during the Term require that Tenant (i) purchase and maintain insurance with additional or greater insurance coverage than Tenant's Insurance; and (ii) increase or decrease the amount of any

deductibles for Tenant's Insurance. In the event Landlord exercises its rights pursuant to this Section 9.2 to require Tenant to obtain additional or greater insurance coverage, or adjust the deductibles attributable to Tenant's Insurance, Landlord shall provide Tenant with sixty (60) days prior written notice of its decision to require such further insurance.

(a) Insurance for Tenant's Personal Property, Fixtures and Equipment. Tenant will at Tenant's sole expense, obtain and keep in force during the Term "All Risks" property insurance for: (i) the moveable personal property owned by Tenant ("Tenant's Personalty"), including any and all improvements constructed or installed at the Property by Tenant ("Tenant's Improvements"), without deduction for depreciation, in an amount not less than one hundred percent (100%) of the actual replacement value; (ii) business income, at least twelve (12) month's coverage for loss of business income and continuing expenses and all other charges, will be paid to Landlord for a period of not less than one (1) year; and (iii) all plate glass on the Property. The proceeds of such insurance, so long as this Agreement remains in effect, will be used to repair or replace the Personalty, plate glass and Tenant Improvements so insured.

(b) Commercial General Liability Policy. Tenant shall procure and maintain at all times during the Term a commercial general liability policy in an amount acceptable to Landlord to insure against any and all claims arising from Tenant's activities on the Property pursuant to this Agreement.

(c) Delivery of evidence of Tenant's Insurance. Each policy of Tenant's Insurance or an insurance certificate in the form acceptable to Landlord will be delivered to Landlord by Tenant on or before the effective date of such policy and thereafter Tenant will deliver to Landlord renewal policies of Tenant's Insurance or certificates at least thirty (30) days prior to the expiration dates of the expiring policies. In the event that Tenant fails to insure or fails to furnish Landlord the evidence of such insurance as required by this Section 9.2 of the Agreement, Landlord may from time to time acquire (without any obligation to do so) such insurance for the benefit of Tenant or Landlord or both of them for a period not exceeding one (1) year, and any premium paid by Landlord will be paid by Tenant within ten (10) days of receipt of a bill therefore from Landlord. Tenant's compliance with the provisions of this Section 9 in no way limits Tenant's liability under any of the other provision of this Agreement. Landlord may at any time, and from time to time, inspect and/or copy any and all insurance policies required by this Agreement.

(d) Other Requirements. The insurance to be acquired and maintained by Tenant will be with companies admitted to do business in the State of Colorado and companies having a general policy holder's rating of A+ and a financial size of X or better in the most current issue of Best's Insurance Guide. Tenant will deliver to Landlord, prior to taking possession of the Property, certificates, endorsements and any other documentation required by Landlord, of insurance evidencing the existence of the policies of Tenant's Insurance, and such certificates, endorsements, and other required documents must certify that the policy: (i) names Landlord, Landlord's lender, Landlord's management company ("Tenant Parties") and any other designated entities as additional insured under the policies described in Section 9, of this Agreement; (ii) will not be cancelled or altered without thirty (30) prior written notice to Landlord; (iii) insures performance of the indemnity set forth in Section 11.4 of this Agreement; (iv) provides that no act or omissions of Tenant will affect or limit the obligations of the insurer with respect to other insured including Landlord; (v) include all waiver of subrogation rights endorsements necessary to effect the provisions below; (vi) provide that the Commercial General Liability policy and the coverage provided will be primary, that Landlord although an additional insured, will nevertheless be entitled to recover under such policy for any damage to Landlord or other indemnities by reason of acts or omissions of Tenant or the Tenant Parties; and (vii) that coverage carried by Landlord will be noncontributory with respect to policies carries by Tenant. The limits of insurance required by this Agreement to be maintained by Tenant will not under any circumstances be deemed as interpreted to limit Tenant's liability. Any deductibles selected by Tenant will be Tenant's sole responsibility. Should Tenant desire to self insure any of the risks contained in this Section 9, Tenant should first seek Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

9.3 Mutual Waiver of Subrogation. The parties hereto release each other and their respective authorized representatives, partners, officers, agents, employees and servants, from any and all claims, demands, loss, expense or injury to any person, or to the Property, Tenant's Personalty, or Tenant's Improvements caused by or resulting from perils, events or happenings which are the subject of insurance in force at the time of such loss. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party will be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy in effect as required by this Agreement.

10. DAMAGE OR DESTRUCTION.

10.1 Termination Options. If the Property or any portion thereof is damaged by fire or other casualty Landlord will, promptly after learning of such damage, notify Tenant in writing of the time necessary to repair or restore such damage, as estimated by Landlord's architect, engineer or contractor. If such estimate states that repair or restoration of all of such damage that was caused to the Property or to any other portion of the Property necessary for Tenant's occupancy cannot be completed within 120 days from the date of such damage (or within 30 days from the date of such damage if such damage occurred within the last 12 months of the Term), then Tenant will have the option to terminate this Agreement.

10.2 Repair Obligations. If the Property or any portion thereof is damaged by fire or other casualty and neither party terminates this Agreement according to Section 10.1, then Landlord will repair; and restore such damage with reasonable promptness, subject to delays for insurance adjustments and delays caused by matters beyond Landlord's control. However, Landlord will not be required to spend more for such repair and restoration than the insurance proceeds available to Landlord as a result of the fire or other casualty.

11. WAIVERS AND INDEMNITIES.

11.1 Landlord's Waivers. Tenant will not be liable or in any way responsible to Landlord for, and Landlord waives all claims against Tenant for, any loss, injury or damage that is insured or required to be insured by Landlord under Sections 9.1, so long as such loss, injury or damage results from or in connection with this Agreement or Tenant's use and occupancy of the Property.

11.2 Tenant's Waivers. Except to the extent caused by the willful or negligent act or omission or breach of this Agreement by Landlord or its agents or employees. Landlord will not be liable or in any way responsible for, and Tenant waives all claims against Landlord for, any loss, injury or damage suffered by Tenant or others relating to (a) loss or theft of, or damage to, property of Tenant or others; (b) injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping steam or gas, electricity, water, rain or snow, or leaks from any part of the Property or from any pipes, appliances or plumbing, or from dampness; or (c) damage caused by occupants or persons on the Property, or caused by the public or by construction of any private or public work. Landlord will not be liable or in any way responsible to Tenant for, and Tenant waives all claims against Landlord for, any loss, injury or damage that is insured or required to be insured by Tenant under Section 9.2, so long as such loss, injury or damage results from or in connection with this Agreement or Landlord's operation of the Property.

11.3 Landlord's Indemnity. Subject to Sections 5.3 and 11.2 and except to the extent caused by the willful or negligent act or omission or breach of this Agreement by Tenant or any of its agents, employees or

invitees, Landlord will indemnify and hold Tenant harmless from and against any all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees) due to or arising out of any willful or negligent act or omissions or breach of this Agreement by Landlord or its agents or employees. Landlord's obligations under Section 11.3 will survive the expiration or early termination of the Term.

11.4 Tenant's Indemnity. Subject to Section 11.1 and except to the extent caused by the willful or negligent act or omission or breach of this Agreement by Landlord or its agents or employees. Tenant will indemnify and hold Landlord harmless from and against any and all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees) due to or arising out of any accident or occurrence on or about the Property (including, without limitation, accidents or occurrences resulting in injury, death, property damage or theft) or any willful or negligent act or omission of or breach of this Agreement by Tenant or its agents, employees or invitees. Tenant's obligations under this Section 11.4 will survive the expiration or early termination of the Term.

12. ASSIGNMENT AND SUBLETTING.

12.1 Limitation. Without Landlord's prior written consent which shall not be unreasonably withheld or delayed Tenant will not assign all or any of its interest under this Agreement, sublet all or any part of the Property or permit the Property to be used by any parties other than Tenant and its employees. Tenant may sub lease office space to non-profit or public entities.

13. PERSONAL PROPERTY.

13.1 Installation and Removal. Tenant may install on the Property its personal property (including Tenant's usual trade fixtures) in a proper manner, provided that no such installation will interfere with or damage the mechanical, plumbing or electrical systems or the structure of the Property, and provided further that if such installation would require any change, addition or improvement to the Property, such installation will be subject to Section 7.1. If no Default then exists, any such personal property installed on the Property by Tenant (a) may be removed from the Property from time to time in the ordinary course of Tenant's business or in the course of making any changes, additions or improvements to the Property permitted under Section 7.1, and (b) will be removed by Tenant at the end of the Term according to Section 15.1. Tenant will promptly repair at its expense any damage to the Property resulting from such installation or removal.

13.2 Responsibility. Tenant will be solely responsible for all costs and expenses related to personal property used or stored on the Property. Tenant will pay any taxes or other governmental impositions levied upon or assessed against such personal property, or upon Tenant for the ownership or use of such personal property, on or before the due date for payment. Such personal property taxes or impositions are not included in Taxes.

15. END OF TERM

15.1 Surrender. Upon the expiration or other termination of the Term, Tenant will immediately vacate and surrender possession of the Property in good order, repair and condition, except for ordinary wear and tear. Upon the expiration or other termination of the Term, Tenant agrees to remove (a) all changes, additions and improvements to the Property the removal of which Landlord requested or approved according to Section 7.1 at the time Landlord consented to their installation, and (b) all of Tenant's trade fixtures, office furniture, office equipment and other personal property. Tenant will pay Landlord on demand the cost of repairing any damage to the Property caused by the installation or removal of any such items. Any of Tenant's property remaining on the

Property will be conclusively deemed to have been abandoned by Tenant and may be appropriated, stored, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to account to or compensate Tenant, and Tenant will pay Landlord on demand all costs incurred by Landlord relating to such abandoned property.

15.2 Holding Over. Tenant understands that it does not have the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Property, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Property and deliver possession to Landlord as required by this Agreement.

16. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

16.1 Default. Each of the following events will constitute a material breach by Tenant and a "Default" under this Agreement:

(a) **Failure to Perform Other Obligations.** Tenant breaches or fails to comply with any other provision of this Agreement applicable to Tenant, and such breach or noncompliance continues for a period of 20 days after notice by Landlord to Tenant; or, if such breach or noncompliance cannot be reasonably cured within such 20-day period, Tenant does not in good faith commence to cure such breach or noncompliance within such 20-day period or does not diligently complete such cure within 60 days after such notice from Landlord. However, if such breach or noncompliance causes or results in (i) a dangerous condition on the Property, (ii) any insurance coverage carried by Landlord or Tenant with respect to the Property being jeopardized, or (iii) a material disturbance to another tenant, then a Default will exist if such breach or noncompliance is not cured as soon as reasonably possible after notice by Landlord to Tenant, and in any event is not cured within 30 days after such notice. For purposes of this **Section 16.1 (b)**, financial inability will not be deemed a reasonable ground for failure to immediately cure any breach of, or failure to comply with, the provisions of this Agreement.

(b) **Non-occupancy of Property.** Tenant fails to occupy and use the Property within 30 days after the Commencement Date or leaves substantially all of the Property unoccupied for 30 consecutive days or vacates and abandons substantially all of the Property.

(c) **Transfer of Interest Without Consent.** Tenant's interest under this Agreement or to the Property is transferred or passes to, or devolves upon, any other party in violation of **Section 13**.

(d) **Execution and Attachment Against Tenant.** Tenant's interest under this Agreement or to the Property is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant and such attachment is not discharged or disposed of within 60 days after levy.

(e) **Bankruptcy or Related Proceedings.** Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes an assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Property or for all or substantially all of Tenant's property, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

16.2 Remedies. Time is of the essence. If any Default occurs, Landlord will have the right, at Landlord's election, then or at any later time, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not prevent the concurrent or subsequent exercise of any other remedy provided for in this Agreement or otherwise available to Landlord at Law or in equity.

(a) **Cure by Landlord.** Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Agreement, make any payment or take any action as Landlord deems necessary or desirable to cure any Default in such manner and to such extent as Landlord deems necessary or desirable. Landlord may do so without additional demand on or additional written notice to, Tenant and without giving Tenant an additional opportunity to cure such default. Tenant covenants and agrees to pay Landlord, upon demand, all advances, cost and expenses of Landlord in connection with making any such payment or taking any such action, including reasonable attorney's fees, together with interest at the legal rate (6% per annum, compounded annually), from the date of payment of any such advances, costs and expenses by Landlord.

(b) **Termination of Agreement.** Landlord may terminate this Agreement, effective at such time as may be specified by written notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Property from Tenant.

(c) **Repossession and Re-letting.** Landlord may re-enter and take possession of all or any part of the Property, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any other remedies or right to bring any proceeding for breach of covenants or conditions.

17. LANDLORD'S DEFAULT AND TENANT'S REMEDIES

17.1 Default. If Tenant believes that Landlord has breached or failed to comply with any provision of this Agreement applicable to Landlord, Tenant will give written notice to Landlord describing the alleged breach or noncompliance. Landlord will not be deemed in default under this Agreement if Landlord cures the breach on noncompliance within 20 days after receipt of Tenant's notice or, if the same cannot reasonably be cured within such 20-day period, if Landlord in good faith commences to cure such breach or noncompliance within such period and then diligently pursues the cure to completion.

17.2 Remedies. If Landlord breaches or fails to comply with any provision of this Agreement applicable to Landlord, and such breach or noncompliance is not cured within the period of time described in **Section 17.1**, then Tenant may exercise any right or remedy available to Tenant at law or in equity, except to the extent expressly waived or limited by the terms of this Agreement.

18. LIMITATIONS ON LANDLORD'S LIABILITY. Any liability for damages, breach or nonperformance by Landlord, or arising out of the subject matter of, or the relationship created by, this Agreement, will be collectible only out of Landlord's interest in the Property and no personal liability is assumed by, or will at any time be asserted against, Landlord, its Affiliates, employees, or any of its or their successors or assigns; all such liability, if any, being expressly waived and agreed by Tenant. Landlord's review, supervision, commenting on or approval of any aspect of work to be done by or for Tenant (under Section 7 or otherwise) are solely for Landlord's protection and, except as expressly provided, create no warranties or duties to Tenant or to third parties.

19. NOTICES. All notices required or permitted under this Agreement must be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; or (b) one business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) 3 business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the party to receive the notice at, in the case of notices to Landlord, Landlord's Notice Address, and in the case of notices to Tenant, Tenant's Address, or, in either case, at such other address(es) as either party may notify the other of according to this Section 20.

20. MISCELLANEOUS.

20.1 Binding Effect. Each of the provisions of this Agreement will extend to bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns, provided this clause will not permit any transfer by Tenant contrary to the provisions of Section 13.

20.2 Complete Agreement; Modification. All of the representations and obligations of the parties are contained in this Agreement and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions will be binding upon a party unless in writing signed by such party.

20.3 Delivery for Examination. Submission of the form of the Agreement for examination will not bind Landlord in any manner, and no obligations will arise under this Agreement until it is signed by both Landlord and Tenant and delivery is made to each.

20.4 Reserved.

20.5 Enforcement Expenses. Each party agrees to pay, upon demand, all of the other party's costs, charges and expenses, including the fees and out-of-pocket expenses of counsel, agents, and other retained, incurred in successfully enforcing the other party's obligations under this Agreement.

20.6 No Waiver. No waiver of any provision of this Agreement will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

20.7 Recording. Tenant will not record this Agreement, or a short form memorandum, without Landlord's written consent and any such recording without Landlord's written consent will be a default.

20.8 Captions. The captions of sections are for convenience only and will not be deemed to limit, construe, affect or alter the meaning of such sections.

20.9 Invoices. All bills or invoices to be given by Landlord to Tenant will be sent to Tenant's Address. Tenant may change Tenant's Address by notice to Landlord given according to Section 20. If Tenant fails to give Landlord specific written notice of its objections within 60 days after receipt of any bill or invoice from Landlord, such bill or invoice will be deemed true and correct and Tenant may not later question the validity of such bill or invoice or the underlying information or computations used to determine the amount stated.

21.10 Severability. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

21.11 Reserved

21.12 Authority to Bind. The individuals signing this Agreement on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Agreement according to its terms.

21.13 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Agreement nor any act of the parties will be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

21.14 Governing Law. This Agreement will be governed by and construed according to the laws of the state of Colorado.

21.15 ARTICLE X, SECTION 20/TABOR

The Parties understand and acknowledge that Landlord is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligations of Landlord are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Landlord's current fiscal period ending upon the next succeeding December 31. Financial obligations of Landlord payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Idaho Springs and other applicable law.

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Having read and intending to be bound by the terms and provisions of this Agreement, Landlord and Tenant have signed it as of the 14 day of December, 2010.

TENANT: Historical Society of Idaho Springs

By: Robert K. Bowland
Robert Bowland President

LANDLORD: City of Idaho Springs

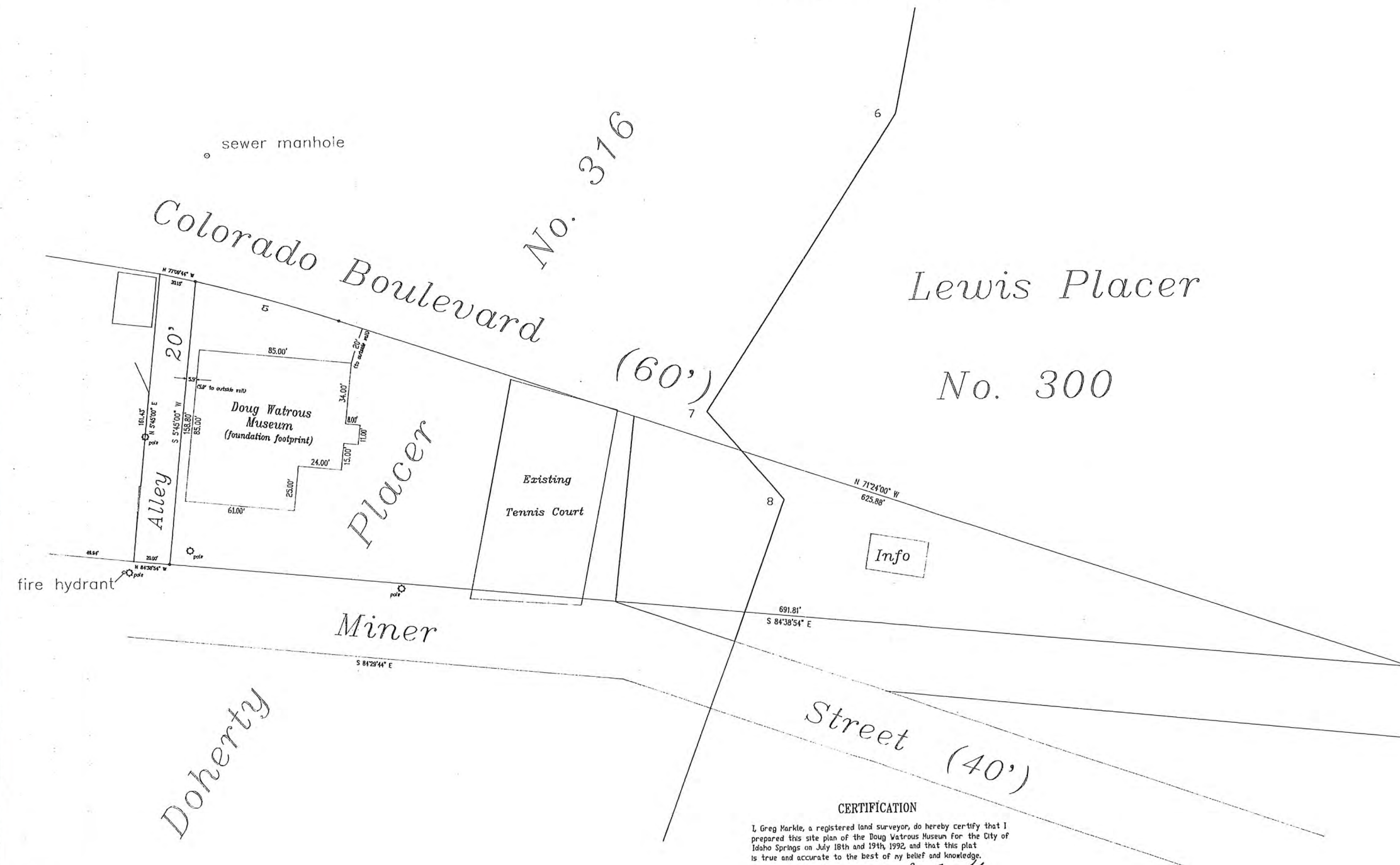
By: Jackson P. Morgan, Jr.
Jackson P. Morgan, Jr. Mayor

ATTEST:

By: Tami DuBois
Tami DuBois City Clerk

SITE PLAN

of Portions of the Doherty and Lewis Placers
for Heritage Park Museum
City of Idaho Springs



SCALE: 1" = 30'

CERTIFICATION

I, Greg Markle, a registered land surveyor, do hereby certify that I prepared this site plan of the Doug Watrous Museum for the City of Idaho Springs on July 18th and 19th, 1992, and that this plat is true and accurate to the best of my belief and knowledge.

Greg Markle
Greg Markle
LS #25373

NOTICE
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

91-77	Doherty & Lewis Placers Heritage Park Museum
	SE 1/4 Sec 36, T3S, R73W
	CLIENT: City of Idaho Springs
	DATE: July 19th, 1992

The undersigned, being the owner of the following described property: (Complete and accurate description of property), has laid out, subdivided and platted the same into lots, blocks, tracts, streets and avenues as herein shown under the name and style of _____, and does hereby grant and convey to the City of Idaho Springs all such streets and avenues, alleys, parks and all utility and drainage easements over and across said lots at locations shown on the accompanying plat for construction, operation and maintenance of utilities and drainage facilities.

Owner

The undersigned, being the owner of the described property, has laid out, subdivided, and platted the same into public lots, streets, and alleys.

Owner

Approved by the City of Idaho Springs Planning Commission this ____ day of _____, 20____

Chairman	Secretary
----------	-----------

The foregoing plat is approved for filing, and conveyance of the streets and avenues, alleys, parks and all other places designated for public use shown therein is accepted by the City of Idaho Springs, Colorado, this day of _____, 20____, subject to the condition that the City shall undertake maintenance of any such street or avenue, alley, park or other places designated for public use only after construction of said street and avenues, alleys, parks and other places designated for public use has been satisfactorily completed by the subdivider and accepted by the City of Idaho Springs.

Mayor

Attest: City Clerk

Deposited this ____ day of _____, 20__, at ____M., in Book _____ of the
County Surveyor's Land Survey/Right of Way Surveys at Page(s) _____, Reception No. _____

County Surveyor/Deputy County Surveyor

1. BASIS OF BEARINGS
Bearings are assumed and are based upon the easterly line of the Southeast Quarter of Section 36, Township 3 South, Range 73 West, of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado as bearing N00°02'27"E between the monuments shown hereon.

The unit of measurement used in this survey is U.S. Survey Feet.

Notice: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

The field work for this survey was completed on July 3, 2019.

I, Todd G. Beers, a Licensed Professional Land Surveyor in the State of Colorado do hereby state that the survey (as defined in 12-120-302.5(a), C.R.S.) and this resulting plat was made under my responsible charge and is in accordance with applicable standards of practice and that the monuments shown hereon actually exist and that this plat and the notes shown hereon accurately represents said survey to the best of my knowledge, information and belief. This statement is not a guaranty or warranty, either expressed or implied.



TODD B. BEERS, RLS No. 30822
Date: September 22, 2020
Job No.: 64020168
For and on behalf of
Merrick & Company

MINOR SUBDIVISION PLAT
(INCLUDES VACATED HERITAGE SUBDIVISION)

A PORTION OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO

EAST QUARTER CORNER
SEC.36, T3S, R73W
FOUND 3" BRASS CAP ON A
1-1/2" DIA IRON PIPE
0.4' ABOVE SURFACE, STAMPED
"US DEPT OF AGRICULTURE/FOREST SERVICE
LS 11607 1975
1/4 S31 T3S, R73W-R72W"

A portion of that land described in Warranty Deed recorded in the Clear Creek County Clerk and Recorder's Office in Book 206 at Page 137 dated January 17, 1924 being in Section 36, Township 3 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, being more particularly described as follows:

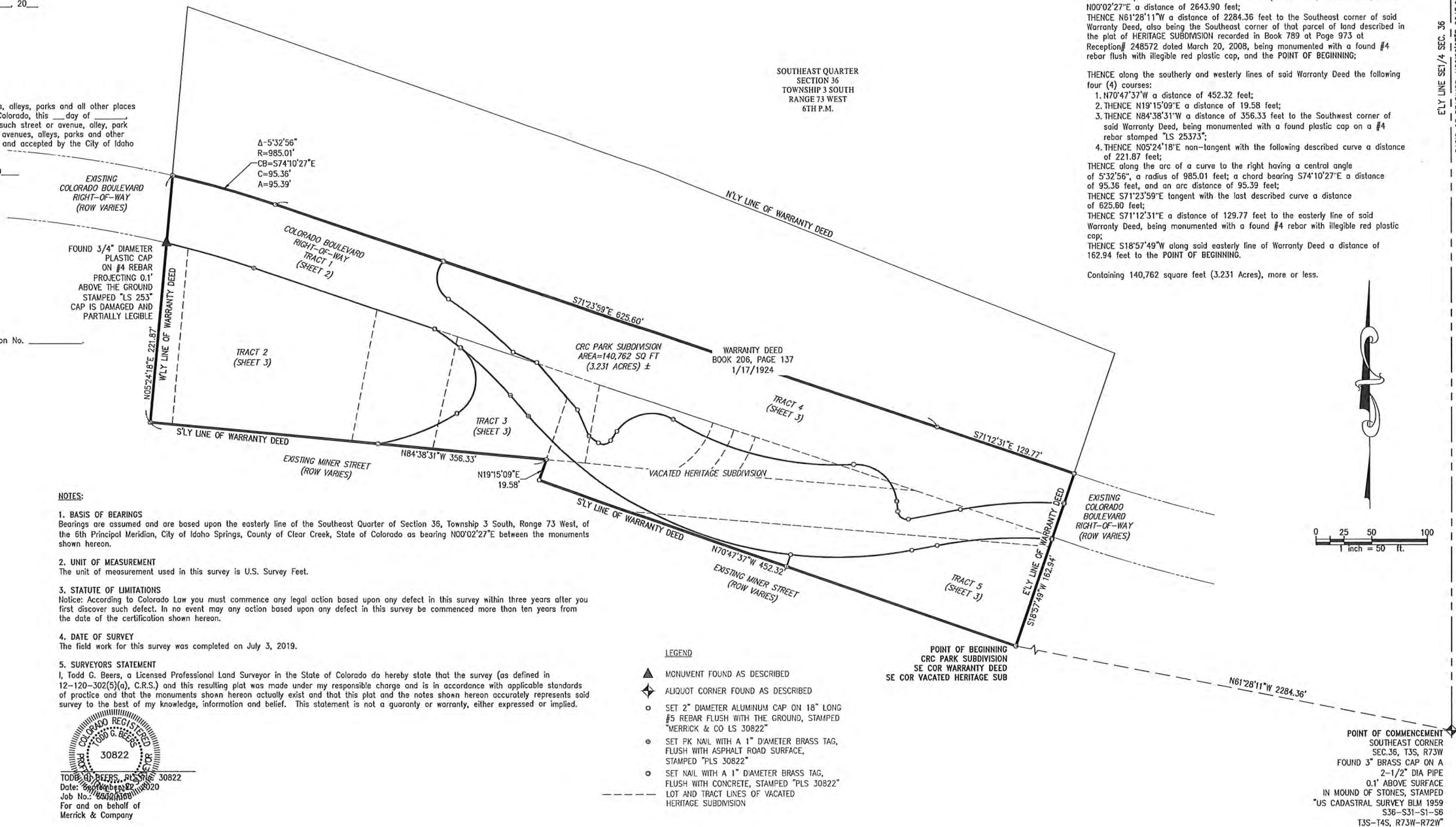
COMMENCING at the Southeast corner of said Section 36, being monumented with a found 3" diameter brass cap on a 2-1/2" diameter pipe, 0.1' above surface in bloom of stones, stamped "US CADASTRAL SURVEY
BLM 1959 S36-S31-S1-S6 T3S-4S, R73W-R72W", whence the East Quarter corner of said Section 36, being monumented with a found 3" diameter brass cap on a 1-1/2" diameter iron pipe, 0.4' above surface, stamped "US DEPT OF AGRICULTURE/FOREST SERVICE LS 11607 1975 1/4 S31 T3S, R73W-R72W", bears N00°02'27"E a distance of 2643.1; and
thence S00°00'00"E a distance of 2260.3 feet to the Southeast corner of said Warranty Deed, also being the Southeast corner of that parcel of land described in the plot of HERITAGE SUBDIVISION recorded in Book 789 at Page 973 at Reception; 248572 dated March 20, 2008, being monumented with a found #4 rebar flush with illegible red plastic cap, and the POINT OF BEGINNING;

THENCE along the southerly and westerly lines of said Warranty Deed the following four (4) courses:

1. N70°47'37"W a distance of 452.32 feet;
2. THENCE N19°15'09"E a distance of 19.58 feet;
3. THENCE N84°38'31"W a distance of 356.33 feet to the Southwest corner of said Warranty Deed, being monumented with a found plastic cap on a #4 rebar stamped "LS 25373";
4. THENCE N05°24'18"E non-longest with the following described curve a distance

THENCE 121°50'39"E the arc of a curve to the right having a central angle of 53°32'56", radius of 985.01 feet; a chord bearing S74°10'27"E a distance of 95.36 feet, and an arc distance of 95.39 feet;
THENCE S71°23'59"E tangent with the last described curve a distance of 625.60 feet;
THENCE S71°12'31"E a distance of 129.77 feet to the easterly line of said Warranty Deed, being monumented with a found #4 rebar with illegible red plastic cap;
THENCE S18°57'49"W along said easterly line of Warranty Deed a distance of 162.94 feet to the POINT OF BEGINNING.

Containing 140,762 square feet (3.231 Acres), more or less.

[illegible]

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

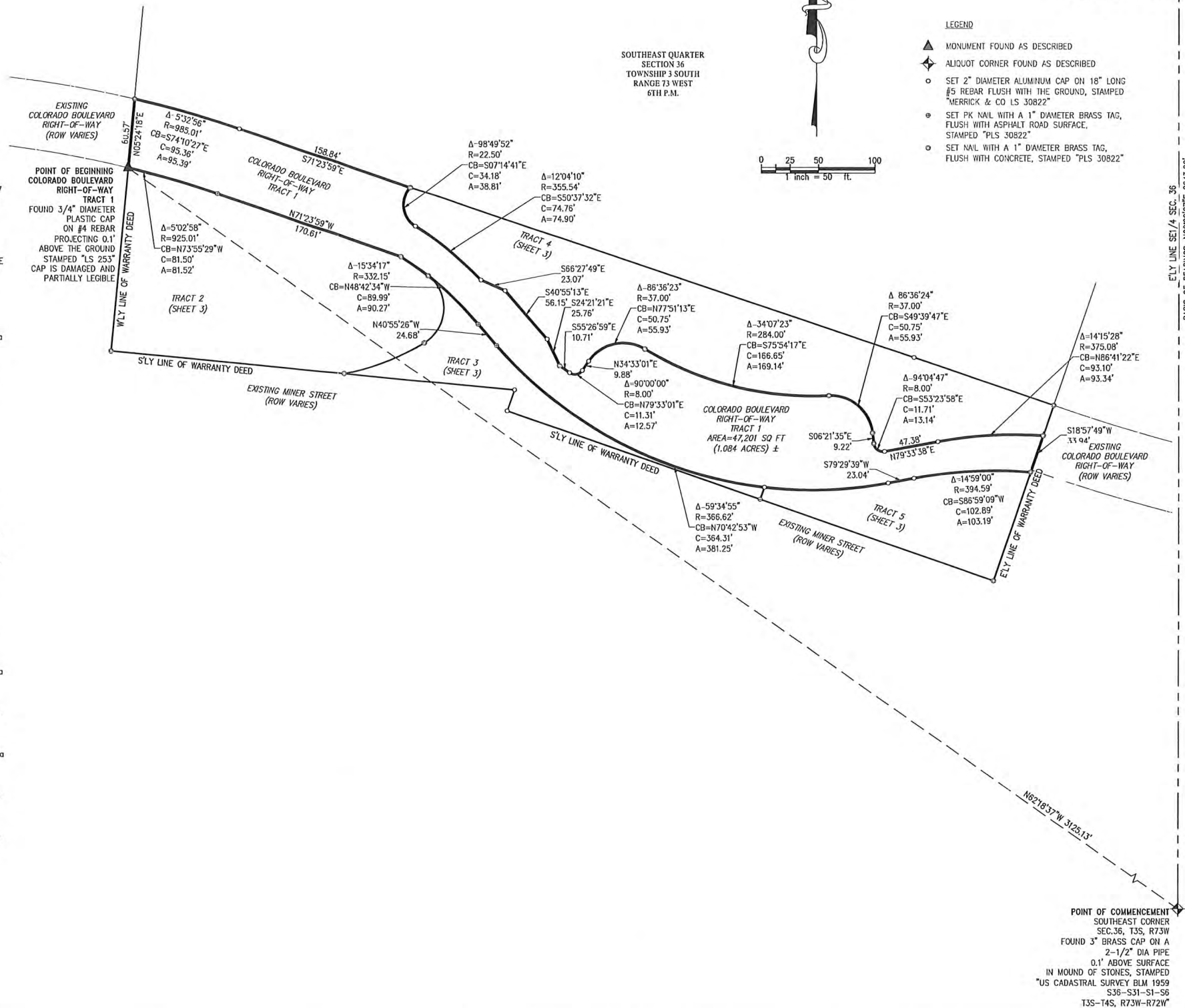
MERRICK	SIGNATURE	DATE
DRAWN	SCB	9/22/2020
DESIGNED	SCB	9/22/2020
QC REVIEW	TGB	9/22/2020
APPROVED	TGB	9/22/2020
CLIENT	SIGNATURE	DATE
REVIEW		
APPROVED		
GAD FILE NAME CRC PARK SUB.DWG		

MINOR SUBDIVISION PLAT CITY OF IDAHO SPRINGS	
CLIENT PROJECT NO.	
MERRICK PROJECT NO.	65320366
SCALE:	1" = 50'

TITLE	
CRC PARK SUBDIVISION A PORTION OF SECTION 36 TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN IDAHO SPRINGS, CLEAR CREEK COUNTY, COLORADO	
REVISION	DRAWING NO.
	1 OF 3

MINOR SUBDIVISION PLAT
(INCLUDES VACATED HERITAGE SUBDIVISION)

EAST QUARTER CORNER
SEC.36, T3S, R73W
FOUND 3" BRASS CAP ON A
1-1/2" DIA IRON PIPE
0.4' ABOVE SURFACE, STAMPED
"US DEPT OF AGRICULTURE/FOREST SERVICE
LS 11607 1975
1/4 S31 T3S, R73W-R72W"



A portion of that land described in Warranty Deed recorded in the Clear Creek County Clerk and Recorder's Office in Book 206 at Page 137 dated January 17, 1924 being in Section 36, Township 3 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 36, being monumented with a found 3" diameter brass cap on a 2-1/2" diameter pipe, 0'1" above surface in mound of stones, stamped "US CADASTRAL SURVEY BLM 1959 S38-S31-S1-S6 T3S-T4S, R73W-R72W", whence the East Quarter corner of said Section 36, being monumented with a found 3" diameter brass cap on a 1-1/2" diameter iron pipe, 0.4" above surface, stamped "US DEPT OF AGRICULTURE/FOREST SERVICE LS 11607 1975 1/4 S31 T3S, R73W-R72W", bears N00°02'22"E a distance of 2843.90 feet;

THENCE N82°18'37"W a distance of 3125.13 feet to a point on the westerly line of said Warranty Deed, being monumented with a found 3/4" diameter plastic cap on #4 rebar projecting 0'1" above the ground stamped "LS 25373", and the POINT OF BEGINNING;

THENCE N05°24'18"E along said wavy line and non-tangent with the following described curve a distance of 60.57 feet;

THENCE along the arc of a curve to the right, having a central angle of 05°32'56", a radius of 985.01 feet, a chord bearing S74°10'27"E a distance of 99.36 feet, and an arc distance of 99.39 feet;

THENCE S71°23'59"E tangent with the last described curve and non-tangent with the following described curve a distance of 158.84 feet;

THENCE along the arc of a curve to the left, having a central angle of 98°49'52", a radius of 22.50 feet, a chord bearing S07°14'41"E a distance of 34.18 feet, and an arc distance of 38.81 feet;

THENCE along the arc of a curve to the right tangent with the last described curve, having a central angle of 12°04'10", a radius of 355.54 feet, a chord bearing S50°37'32"E a distance of 74.76 feet, and an arc distance of 74.90 feet;

THENCE S66°27'49"E non-tangent with the last described curve a distance of 23.07 feet;

THENCE S40°55'13"E a distance of 56.15 feet;

THENCE S24°21'21"E a distance of 25.76 feet;

THENCE S55°28'59"E tangent with the following described curve a distance of 10.71 feet;

THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 8.00 feet, a chord bearing N79°33'01"E a distance of 11.31 feet, and an arc distance of 12.57 feet;

THENCE N34°33'01"E tangent with the last and following described curves a distance of 9.88 feet;

THENCE along the arc of a curve to the right, having a central angle of 86°36'23", a radius of 37.00 feet, a chord bearing N77°51'13"E a distance of 50.75 feet, and an arc distance of 55.93 feet;

THENCE along the arc of a curve to the left non-tangent with the last and following described curves, having a central angle of 34°07'23", a radius of 284.00 feet, a chord bearing S75°54'17"E a distance of 166.65 feet, and an arc distance of 169.14 feet;

THENCE along the arc of a tangent curve to the right, having a central angle of 86°36'24", a radius of 37.00 feet, a chord bearing S49°39'47"E a distance of 50.75 feet, and an arc distance of 55.93 feet;

THENCE S06°21'35"E tangent with the last and following described curves a distance of 9.22 feet;

THENCE along the arc of a curve to the left, having a central angle of 94°04'47", a radius of 8.00 feet, a chord bearing S53°23'58"E a distance of 11.71 feet, and an arc distance of 13.14 feet;

THENCE N79°33'38"E tangent with the last and following described curves a distance of 47.38 feet;

THENCE along the arc of a curve to the right, having a central angle of 14°15'28", a radius of 375.08 feet, a chord bearing N86°41'22"E a distance of 93.10 feet, and an arc distance of 93.34 feet to the easterly line of said Warranty Deed;

THENCE S18°57'49"W non-tangent with the last and following described curves a distance of 33.94 feet;

THENCE along the arc of a curve to the left, having a central angle of 14°59'00", a radius of 394.59 feet, a chord bearing S85°59'09"W a distance of 102.89 feet, and an arc distance of 103.19 feet;

THENCE S79°29'39"W tangent with the last and following described curves a distance of 23.04 feet;

THENCE along the arc of a curve to the right, having a central angle of 59°34'55", a radius of 366.62 feet, a chord bearing N70°42'53"W a distance of 364.31 feet, and an arc distance of 381.25 feet;

THENCE N40°55'26"W tangent with the last and following described curves a distance of 24.68 feet;

THENCE along the arc of a curve to the left, having a central angle of 15°34'17", a radius of 332.15 feet, a chord bearing N48°42'34"W a distance of 89.99 feet, and an arc distance of 90.27 feet;

THENCE N71°23'59"W non-tangent with the last described curve and tangent with the following described curve a distance of 170.61 feet;

THENCE along the arc of a curve to the left, having a central angle of 05°02'58", a radius of 925.01 feet, a chord bearing N73°55'29"W a distance of 81.50 feet, and an arc distance of 81.52 feet to the POINT OF BEGINNING.

Containing 47,201 square feet (1.084 Acres), more or less.

[illegible]

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

MERRICK	SIGNATURE	DATE
DRAWN	SCB	9/22/2020
DESIGNED	SCB	9/22/2020
QC REVIEW	TGB	9/22/2020
APPROVED	TGB	9/22/2020
CLIENT	SIGNATURE	DATE
REVIEW		
APPROVED		
GEO FILE NAME CRC PARK SUB.DWG		

MINOR SUBDIVISION PLAT
CITY OF IDAHO SPRINGS

CLIENT PROJECT NO.	
MERRICK PROJECT NO.	65320366
SCALE:	1" = 50'



TODD G. BEERS, PLS No. 30822
Date: September 20, 2020
Job No.: 00000000
For and on behalf of
Merrick & Company

TITLE
CRC PARK SUBDIVISION
A PORTION OF SECTION 36
TOWNSHIP 3 SOUTH, RANGE 73 WEST
OF THE 6TH PRINCIPAL MERIDIAN
IDAHO SPRINGS, CLEAR CREEK COUNTY, COLORADO

REVISION:	DRAWING NO.	SHEET NO. 2 OF 3
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CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 11, Series 2024

AN ORDINANCE REZONING AN APPROXIMATELY 35,667 SQUARE FOOT PARCEL OWNED BY THE CITY KNOWN AS 2060 MINER STREET FROM PARK AND RECREATION (P) TO COMMERCIAL 1 (C1)

WHEREAS, the City of Idaho Springs (“City”) owns a parcel of land addressed as 2060 Miner Street (the “Property”), on which the City’s Visitor Center is currently located and operated; and

WHEREAS, as landlord, the City has historically allowed some other limited uses upon the Property, such as the activities of other public entities and non-profits, as well as some small service-oriented commercial activities, such as health and medical offices; and

WHEREAS, the Idaho Springs City Council (“City Council”) finds that none of the historic uses of the Property align with permitted uses of the Property under the City’s zoning regulations, Chapter 21 of the Idaho Springs Municipal Code (“Code”); and

WHEREAS, Staff has therefore recommended that the City Council rezone this P parcel to C1, to match the designated zoning of the Property with its actual historic use and purpose; and

WHEREAS, as authorized by Idaho Springs Municipal Code (“Code”) Sections 21-82 and 21-108, the City Council conducted public hearing on the proposed rezoning on April 22, 2024, at which time all interested parties were afforded an opportunity to be heard; and

WHEREAS, the Council finds that the proposed rezoning will tend to preserve and promote property values in the neighborhood and will be in harmony and compatible with the surrounding land uses and present development in the area.

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 zoning classification for the City-owned parcel known as 2060 Miner Street, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, is hereby changed from Park and Recreation (P) to Commercial 1 (C1).

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 25th day of March, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication, following public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

That Property with an address of 2060 Miner Street, also known as "Tract 2" of the CRC Park Subdivision (Minor Subdivision) and more particularly described as follows:

A portion of that land described in Warranty Deed recorded in the Clear Creek County Clerk and Recorder's Office in Book 206 at Page 137 dated January 17, 1924 being in Section 36, Township 3 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 36, being monumented with a found 3" diameter brass cap on a 2-1/2" diameter pipe, 0.1' above surface in mound of diameter brass cap on a 2-1/2" diameter pipe, 0.1' above surface in mound of diameter pipe, 0.1' above surface in mound of stones, stamped "US CADASTRAL SURVEY US CADASTRAL SURVEY BLM 1959 S36-S31-S1-S6 T3S-T4S, R73W-R72W", whence the East Quarter corner of said , whence the East Quarter corner of said Section 36, being monumented with a found 3" diameter brass cap on a 1-1/2" diameter iron diameter brass cap on a 1-1/2" diameter iron diameter iron pipe, 0.4' above surface, stamped "US DEPT OF AGRICULTURE/FOREST SERVICE LS 11607 1975 US DEPT OF AGRICULTURE/FOREST SERVICE LS 11607 1975 1/4 S31 T3S, R73W-R72W", bears N00°02'27"E a distance of 2643.90 feet; , bears N00°02'27"E a distance of 2643.90 feet; E a distance of 2643.90 feet; THENCE N62°18'37"W a distance of 3125.13 feet to a point on the westerly line of said Warranty W a distance of 3125.13 feet to a point on the westerly line of said Warranty Deed, being monumented with a found 3-1/4" diameter plastic cap on #4 rebar projecting 0.1' above the ground stamped "LS 25373", and the POINT OF BEGINNING; POINT OF BEGINNING; ; THENCE along the arc of a curve to the right having a central angle of 5°02'58", a radius , a radius of 925.01 feet, a chord bearing S73°55'29"E a distance of 81.50 feet, and an arc distance E a distance of 81.50 feet, and an arc distance of 81.52 feet; THENCE S71°23'59"E tangent with the last described curve and non-tangent with the following E tangent with the last described curve and non-tangent with the following described curve a distance of 170.61 feet; THENCE along the arc of a curve to the right having a central angle of 4°55'46", a radius , a radius of 332.15 feet; a chord bearing S54°01'50"E a distance of 28.57 feet, and an arc distance E a distance of 28.57 feet, and an arc distance of 28.58 feet; THENCE along the arc of a curve to the right having a central angle of 109°32'41", a radius , a radius of 36.06 feet, a chord bearing S03°12'23"W a distance of 58.90 feet, and an arc distance W a distance of 58.90 feet, and an arc distance of 68.93 feet; THENCE along the arc of a curve to the right having a central angle of 21°52'12", a radius , a radius of 199.19 feet, a chord bearing S68°54'50"W a distance of 75.57 feet, and an arc distance W a distance of 75.57 feet, and an arc distance of 76.03 feet to the southerly line of said Warranty Deed; THENCE along said southerly and westerly lines of Warranty Deed the following two (2) courses: 1. N84°38'31"W a distance of 205.41 feet to the Southwest corner of said Warranty N84°38'31"W a distance of 205.41 feet to the Southwest corner of said Warranty W a distance of 205.41 feet to the Southwest corner of said Warranty Deed, being monumented with a found plastic cap on a #4 rebar stamped "LS 25373"; 2. THENCE N05°24'18"E a distance of 161.30 feet to the POINT OF BEGINNING. THENCE N05°24'18"E a distance of 161.30 feet to the POINT OF BEGINNING. E a distance of 161.30 feet to the POINT OF BEGINNING. POINT OF BEGINNING. . Containing 35,667 square feet (0.819 Acres), more or less.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 12, Series 2024

AN ORDINANCE ACCEPTING AND RECOGNIZING THE ALIGNMENT OF THE 900 BLOCK OF MINER STREET

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

WHEREAS, pursuant to Part 23 of Title 31, C.R.S., the City, acting by and through the Idaho Springs City Council (“Council”), possesses the authority to regulate the planning and zoning of the City generally, including but not limited to the authority to recognize and accept dedicated public streets, typically through the subdivision platting process; and

WHEREAS, the original “Town Plat of Idaho Springs” was established, approved and recorded in 1881, which plat includes the right-of-way known as Miner Street; and

WHEREAS, in the one hundred forty-three (143) years since the 900 block of Miner Street was laid out by plat, the actual boundary of said portion of right-of-way has been well-established by the public use in a way that does not precisely match the platted right-of-way boundary; and

WHEREAS, the inconsistency between historic plat and established usage on this particular block has the potential to create confusion concerning the practical and legal responsibilities for the publicly-travelled street and the privately-maintained retaining walls abutting the street; and

WHEREAS, in conjunction with the development of Block 57 (aka former Golddigger Field), the City is preparing to contribute money and resources to make improvements to the 900 block of Miner Street; and

WHEREAS, before making such investment, the Council wishes to establish the precise boundary and location of this block of Miner Street, thereby providing certainty to both the City and to each abutting property owner; and

WHEREAS, C.R.S. § 31-23-217 provides a process for municipalities to formally accept and recognize the location of public streets, in lieu of a formal subdivision platting process; and

WHEREAS, as required by C.R.S. § 31-23-217, this Ordinance was submitted to the Idaho Springs Planning Commission on April 3rd, 2024, resulting the Planning Commission approving this Ordinance; and

WHEREAS, the Council therefore desires to formally designate, accept and recognize the boundaries of Miner Street in and around the area specified herein, by ordinance, 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 expressly adopted as findings and determinations of the Council.

Section 2. Pursuant to C.R.S. § 31-23-217, the Idaho Springs City Council hereby formally accepts, designates and recognizes the boundaries of that portion of right-of-way known as Miner Street described and illustrated in the attached **Exhibit A**, incorporated herein by this reference, for all legal purposes upon the effective date of this Ordinance and thereafter.

Section 3. Findings concerning voting. This Ordinance was approved by the Idaho Springs Planning Commission by a vote of 5 to 0, on April 3rd, 2024; this Ordinance was finally-approved, on second reading, by the Idaho Springs City Council by a vote of ____ to ____.

Section 4. Zoning Maps; Official Plats. City staff is hereby directed to make conforming amendments to all copies of the official City Zoning Map and all other official City-maintained plats and maps, as necessary, to reflect the location of Virginia Canyon Road specified herein, upon the effectiveness of this Ordinance.

Section 5. Recording of Ordinance. City staff is further directed to record this Ordinance and its Exhibits in the real property records of Clear Creek County, Colorado, upon the effectiveness of this Ordinance.

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

Section 7. Should any one or more sections or provisions of this Ordinance or of Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provisions, the intention being that the various sections and provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 25th day of March, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 22nd day of April, 2024.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

[Survey- Plat of Miner Street, 900 block]

Exhibit A – Ordinance No. 12, Series 2024

A precise legal description and survey of the area in question is to follow once received from the City's surveyor. In the interim, the below diagram is meant to serve as a contextual site plan showing the approximate location of the subject area along the 900 Block of Miner Street that is proposed to be formalized as the precise boundary and location of this block of Miner Street's alignment. The precise legal description and surveyed locations will be provided prior to Second Reading of the subject ordinance.

Approximate location of the 900 Block of Miner Street to be formally recognized:



Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: April 22, 2024
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Miner Street between 14th and 17th Avenues will be closed to vehicular traffic on Monday, May 6 at 7:00 a.m. The Downtown Marketplace will be activated until Halloween.
- The Mayor and Jon attended the Downtown Colorado Inc. In the Game Conference in Durango April 1-5.
- Dylan, Maria and I attended on April 5 a Cleanup Day Coordination meeting at Tommyknockers. The Cleanup Day will be held County-wide on Saturday, May 18, and the local Rotary Club will be participating this year.
- The Mayor and staff attended on April 8 a periodic meeting of the Vitality Task Force meeting.
- Paul and I attended on April 9 with HDR Engineering the progress meeting on the design of the water and sewer main improvements on Virginia Canyon Road and Virginia Street.
- The Mayor, Jon and I attended on April 9 a Mobility Hub check-in meeting with HDR Engineering.
- Paul and I attended on April 10 the progress meeting for the rehabilitation project for the exterior of City Hall.
- Paul, Ed and I attended on April 10 the progress meeting for construction of the Public Works Facility.
- Jon, Dylan and I met on April 10 with Clear Creek County regarding the connection to Virginia Canyon Road for the emergency and maintenance trail that is being constructed at Virginia Canyon Mountain Park.
- Ed, Paul and I attended on April 11 a progress meeting for plans to construct a new Montane Water Storage Tank.
- The Mayor and Jon attended on April 11 the Small Communities Hot Topics Forum at the Denver Regional Council of Governments in Denver.
- Attended on April 11 the quarterly meeting of the I-70 Coalition in Keystone.
- Jon and I attended on April 12 a progress meeting with the Employers' Council regarding the project to update the Employee Handbook.

- Attended on April 15 a progress meeting regarding rehabilitation of the interior of the West End Hose House #2.
- The Mayor and I met on April 16 with the facilitator who has been retained to assist with the meetings regarding future plans for the Clear Creek Fire Authority.
- Dylan, Jon and I attended on April 16 the Historic Preservation Review Commission to consider a certificate of appropriateness (COA) for the downtown police station renovation project.
- The Mayor and staff attended on April 17 a progress meeting for the plans to reconstruct the CRC Play Park.

Upcoming Events

- Congressman Neguse will be visiting Idaho Springs on Wednesday, April 24. He will tour the future Mountain Trails Early Learning Center at the former middle/high school on Colorado Highway 103 at 4:45 p.m. and will then conduct a Town Hall at Beau Jo's at 5:30 p.m. All are welcome to attend.
- The next meeting with Clear Creek Fire Authority, Clear Creek County, and its municipalities regarding fire and emergency services will be held on Thursday, April 25 at 6:00 p.m. at the Board of County Commissioners meeting room in Georgetown. All are welcome to attend.
- The Planning Commission will meet on Wednesday, May 1 at 6:00 p.m. at City Hall.
- A reminder that the City Council Retreat will be held on Friday, May 3 from 9:00 a.m. to 3:00 p.m. at Tommyknockers.

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator
DATE: April 22, 2024
SUBJECT: Staff Update
ATTACHMENTS: None



REQUESTS FOR ACTION

- None

Best & Brightest Fellow

- Maria continues to work and train with the Clerks Staff to learn more about Day-to-Day operations of the Administration Department. She will soon begin working with Community Development Staff in the same capacity.

Administrative Team

- A focal effort of the Admin Team has been the review and audit of the recent Water Utility Billing Reading that occurred at the beginning of April to ensure that Water Billing in May goes out correctly. This effort is largely complete.
- Staff has completely updated all Backflow Logs and Testing; No entity in the City is currently out of compliance.
- Staff has been working on Hauled Water Billing- our system needs some updating and staff is working through that and updating user accounts.
- Work continues with Public Works and D&B Construction to make sure that every meter in the system is reading properly.
- Water/Sewer Rate increase went into effect 4/01/24- this will be reflected on the July Billing.
- Municipal Court- 56 tickets written in March; 39 in April. April Court Date has 34 people on docket; six of whom can pay their tickets. The rest must appear. The May Court Date is shaping up to be busy- 53 people currently on the docket.

UPDATES

- Andy and I have been working with members of the Employers Council to update the City's Employee Handbook. Work on this continues.
- The IHOP project continues- we have had our first reimbursement from DOLA for the grant and will be submitting for a second by the end of April. Tasks 1 and 2 are largely complete, and task 3 will be wrapping up in the next few months.
- **Epic Clean Up Day** will be happening on Saturday May 18, 2024, at 9:00 AM. There will be dumpsters on site for Residents to utilize (no mattresses, exercise equipment, tires, or paint cans and other hazardous materials will be accepted), and Trash Bags available for folks that would like to help clean up the City. The City will be giving volunteers vouchers for a free beverage and discounted meal at Tommyknockers.
- **Flower Installation Day** will be June 6th. We need volunteers for this event and the City will provide a meal coupon or similar to folks that come to help on that day.
- **I attended the Colorado City and County Managers Association** annual conference from April 17-19 in Glenwood Springs with Andy and Maria.



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: April 22, 2024
Subject: Staff Report Regular Meeting

- ✓ Action Item: Motion to approve a sewer credit of \$863.58 to the Estate of Alva W. F. Busch, 1104 Miner Street Idaho Springs, due to the discovery of a running toilet.

- ✓ Vendors asking for permission to operate in the Historic District this summer.
- ✓ Encroachments agreements are up to date and in compliance.
- ✓ Attended the Clear Creek County Special Event meeting Wednesday April 17th.
- ✓ Renewed notary for an additional 4 years.



City of Idaho Springs City Council

Meeting Date: April 22, 2024

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 Wonder Martell, Deputy 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@idahospringsco.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:

Significant water bill. Please see attached.

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

Wonder Martell. Please see attached.

Requested By: Michelle Busch, PR Organization: Estate of Alva WFBusch

Phone: (Home): _____ (Work): _____

(Fax): _____ (Cell): 618-520-7358

Mailing address: 12549 Postgrove Dr, Apt. B E-Mail Address: mlbusch74@aol.com
St. Louis, Mo 63146

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

OFFICE USE ONLY:

Date Received: 04/12/2024

By: Wonder Martell

Information Complete: ☒ Yes ☐ No

Missing: N/A



Idaho Springs City Hall

1711 Miner St • PO Box 907

Idaho Springs CO 80452

(303) 567-4421 • FAX (303) 567 4955

Idaho Springs City Council

Re: Sewer Relief
Michelle Busch, PR
Estate of Alva W F Busch
Running toilet Discovered A/C#: 1.0316.1

Dear Council Members,

During the April 2024 import of water usage information into our utilities management software, staff discovered unusually high-water usage at 1104 Miner Street. City staff were aware of Mr. Busch's passing, so this high usage was of concern to city staff.

On April 10th, 2024 I was reviewing this account and trying to obtain some contact information as the Clear Creek County assessors site still had Mr. Busch's information listed. I was able to locate a bill payment that was made through the Cities online payment portal that provided me with an email address to a potential contact. I was able to reach the Personal Representative for Mr. Busch's Estate. The representative I was able to reach advised me that she did in fact find a leaking toilet when she visited this property on April 5th, 2024.

The average water/sewer usage for this property is from 0 gallons per cycle to 2,000 gallons per cycle. Prior to this leaking toilet, the highest historic usage was 3,000 gallons. The leak went thru February and March of 2024. A total of 117,000 gallons of water was used during that time creating a bill amount of \$1,860.53.

The usual bi-monthly water/sewer bill for this property averages around \$168.96 for 2,000 gallons of usage. The total amount of the sewer that was billed for and did not get treated by the plant, minus the usual and customary bill amounts is \$863.58.

Staff is requesting that council grant this sewer relief to The Estate of Alva W.F. Busch because the water that ran thru the leaking toilet, was not sewage that needed to be treated.

The total relief amount would be \$863.58 toward the sewer portion of the bill.

Sincerely,

Wonder Martell
Deputy City Clerk
City of Idaho Springs
303-567-4421 x 111

1658 Cole Blvd., Bldg. 6 Ste. 200
Lakewood, CO 80401
(303) 670-9855 Phone
(303) 670-5381 Fax



7887 E. Belleview Ave., Ste. #820
Denver, CO 80111
(303) 670-9855 Phone
(303) 762-0014 Fax

April 11, 2024

Ms. Wonder Martell
Deputy City Clerk
City of Idaho Springs
City Hall
1711 Miner Street
Idaho Springs, CO 80452

RE: 1104 Miner Street – Water Bill

Dear Ms. Martell:

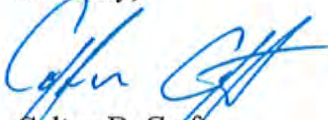
We represent Michelle Busch, who is the Personal Representative of the Estate of Alva W.F. Busch. I'm attaching the death certificate, Letters Testamentary, and Authorization for Release of Information.

I believe Michelle has let you know that she lives in St. Louis, MO and has made several trips to Alva's home for her work in administering his estate. Aside from Michelle's trips, there are no occupants in the house. The two most recent trips were February 22-26 and April 5-7. When she departed on February 26, 2024, the toilet was not running. But when she returned on April 5, 2024, she found it running. Apparently a leak developed in the seal of the plunger after she left. As a precaution, we will be turning the water off to the toilet next week when we visit the property.

We are in the process of collecting estate assets and determining estate liabilities. We don't currently know the estate's liquidity, but we do know that an unexpected and significant water bill will create a hardship for the estate. As such, we are asking if the City of Idaho Springs can offer some relief for this bill.

Thank you for considering our request. Please let us know if we can provide any additional information.

Sincerely,



Colton D. Craft
Attorney at Law

Attachments: As stated



Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
<https://cityofidahosprings.colorado.gov/ISPD>

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: April 18, 2024

Subject: City Council Report for April 22, 2024

Requests for Action:

Chief Buseck Attended:

04/09/24: Department Heads Meeting
04/10/24: Common Knowledge Tek- CJIS Compliance
04/11/24: JCMH Mental Health Task Force w/CCHAT
04/16/24: CIRSA Legal Meeting
 HPRC-COA, New PD
04/17/24: Rotary Presentation, ISPD 2023 ISPD Annual Report
04/18/24: Jeffcom911 Law OPS Meeting

Training:

04/08/24-04/09/24: One Sergeant and One Officer will attend Child Death Investigation (Jefferson County, CO)

Upcoming Training:

04/22/24-04/24/24: One Sgt. Will attend Shoot House Instructor Course (Littleton, CO)
04/25/24-04/26/24: One Officer will attend Advance Roadside Impaired Driving Enforcement (Eaton, CO)

Code Enforcement:

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

Staffing:

- ISPD is currently fully staffed.

Significant Incidents:

April 09, 2024, ISPD officer attempted to stop a vehicle, on I-70 Westbound near mile marker 240 for displaying and apparent falsified temporary tag. **See Attached Press Release.**

April 10, 2024, ISPD officer had received a BOLO to be on look for a vehicle and a specific driver. The ISPD officer saw the vehicle in the 2500 block of Colorado. ISPD conducted a traffic stop with the vehicle. During the traffic stop the driver provided officers with a fake name multiple times during the stop. The ISPD officer was able to positively identify the driver with the picture associated on the BOLO. The driver had four active warrants for his arrest, one of which was a felony drug warrant out of Jefferson County. The male suspect was arrested on his warrants and charged with false reporting to authorities, criminal impersonation, driving under restraint, obstructing peace officer, failure to stop at a stop sign, and open container.

April 14th, 2024, ISPD was dispatched to a property damage crash in the 2300 block of Virginia Street. When the officer arrived on scene, he observed a vehicle that had crashed into a wooden fence. When the officer approached the vehicle, he observed the male party to be asleep in driver seat with the vehicle still running. When the driver exited the vehicle, he struggled to maintain his balance. After a series of voluntary field sobriety tests, the driver was cited for careless driving, and driving under the influence of alcohol. The driver was taken to a hospital in the metro area.

April 16th, 2024, ISPD officer responded to the 2400 block of Colorado on reports of a 9-1-1 hangup. When ISPD arrived in the area, he was flagged down by a female party who told officer her and her partner were in property dispute. While speaking to the involved parties, the male party came back with an active warrant out of Gilpin County. The male party was arrested on his warrant.



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Short Pursuit Results in Felony Drug Arrest, Other Charges

4/11/24

On April 9th, 2024, at approximately 8:18 pm. an ISPD officer attempted to stop a vehicle, in the area of I-70 240 westbound, for displaying an apparent falsified temporary tag. The driver of the vehicle failed to stop and continued westbound on I-70 at a high rate of speed. The officer suspected the vehicle may have been stolen due to the fictitious temporary tag. The suspect vehicle took the I-70, 235 westbound exit before changing directions and travelling back eastbound on I-70, reaching speeds of 100 mph. An ISPD Sergeant successfully deployed stop sticks at the 238 eastbound exit (Fall River Road), puncturing multiple tires, with the suspect vehicle ultimately coming to a stop near the I-70, 239 eastbound exit. A temporary closure of I-70 took place while the driver, 30-year-old Willian Ramos-Orellana, was taken into custody and other passengers were briefly detained. Ramos-Orellana reported he was from El Salvador, but currently living in Colorado.

There was an adult female passenger, an adult male passenger, and an infant child inside the suspect vehicle. There were no reported injuries in relation to this incident. The infant was taken to a nearby hospital as a precaution. The passengers reported they demanded the suspect stop the vehicle for police and were unable to convince the suspect to stop.

Officers located over 25 grams of methamphetamine in the glove compartment. Ramos-Orellana admitted the illegal narcotics belonged to him. Ramos-Orellana was charged with multiple violations. The list of charges include: Vehicular Eluding, Unlawful Possession of a Controlled Substance, Reckless Endangerment, Child Abuse, two counts of Second Degree Kidnapping, Domestic Violence, Crime of Violence of a Protection Order, and False Reporting to Authorities.

Ramos-Orellana had multiple active arrest warrants from prior incidents with other Colorado law enforcement agencies:

Arapahoe County - Failure to Appear - Possession of Dangerous Drugs / Controlled Substances (\$50,000 bond)

Denver County Marshall's Office – Obstructing Police (\$5,500 bond)

"This suspect put many lives in jeopardy by running from the police. I hope the criminal justice system properly holds all individuals accountable who make poor choices that recklessly endanger so many other innocent people," said Chief Nate Buseck.



Booking photo courtesy of Clear Creek County Sheriff's Office



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: April 22nd, 2024
Re. STAFF REPORT PUBLIC WORKS

Action Items:

Move to approve a contract for services with HDR Engineering, for extended services on Virginia St. and Virginia Canyon reconstruction projects in the amount of \$43,670 from line item 23-00-5103

Need: This is an extension of services from HDR for Virginia Canyon and Virginia St projects, to bring the Final design to 100% and facilitate easement realignment and procurement. "Additional scope and deliverables 2/20/2024"

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

Our Parks Team is starting to ramp up for spring and summer maintenance. Some new fixtures, Memorial benches have been placed Anne Hecter at MRM park and TJ Burkey at the Waterwheel Park.

We have received the cross walk lighting and will begin installing the lighting the week of the 29th

Our Distribution and Collection team are quite active with Routine Maintenance including flushing of dead end lines to help prevent freezing, and monitoring the Siphons and a few other potential trouble spots in the collection system.

The Public Works building recent activities: Interior utilities are being run and the upper level floor has been poured. Most windows have been installed. And backfill for all foundations has been completed.

**Paul Crain
Public Works Superintendent**



City of Idaho Springs Water Quality
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL

FROM: Edward Sigward

DATE: 4/22/2024

Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	4	7	0.09	0.46	0.09

- CDPHE inspection scheduled May 6.
- 75 Lead & Copper service line surveys returned.
- FOG program updates/ research.

WATER

Disinfectant Byproducts	TOC	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2	system residual	<60	<80
Current	2.75	3	48.75	54.6

- Mattie Dam Project – Bid opening April 23
- Bac-T sample plan Updated.
- Suma clear running TOC removal 30%
- Rockfall mitigation

Andrew Marsh, City Administrator

From: Margaret Bowes <mbowes@i70solutions.org>
Sent: Tuesday, April 16, 2024 10:54 AM
To: Andrew Marsh, City Administrator; 'Eva Wilson'; gbilenduke@coppercolorado.com; 'Greg Hall'; 'Haynes, Shannon'; jbehm99@gmail.com; 'Margaret Bowes '; 'Matt Scherr'; 'Michael Koch'; 'Nathan Drechsler'; 'Randy Wheelock'; ryan.hyland@silverthorne.org; svargo@cityofgolden.net; tamara.pogue@summitcountyco.gov; 'Tom Fisher'
Subject: Vail Pass Project Action-TC & Letter
Attachments: Vail Pass Sign On Letter_Final.docx

Follow Up Flag: Follow up
Flag Status: Flagged

I-70 Board,

Attached is a letter that individual Coalition members are invited to sign. **Please let me know if your jurisdiction wants to sign-on by April 24** and send a jpg of the signer's signature.

At least three Coalition members will make public comment at the 4/18 Transportation Commission meeting - Commissioner Scherr, Vail Mayor Coggin and Commissioner Wheelock. I've asked the Motor Carriers and Copper Mountain to comment, but those folks are out of town/traveling. I will work to find a business/resort voice.

Best,

Margaret Bowes, Director
I-70 Coalition
PO Box 4100
Frisco CO 80443
970-389-4347
mbowes@i70solutions.org

www.i70solutions.org
www.Gol70.com



April 25, 2024

Governor Jared Polis
State of Colorado

Shoshana Lew, Executive Director
Colorado Department of Transportation

Members of the Colorado Transportation Commission

Dear Governor Polis and Director Lew,

The undersigned stakeholders are deeply concerned and discouraged by the Colorado Department of Transportation's decision to reduce the scope of the West Vail Pass Project, specifically the eastbound "Narrows" auxiliary lane from mile marker 185-187 and the curve smoothing improvements westbound at mile marker 186.

The undersigned request CDOT leadership come to the table in a productive way to determine the best path forward to complete the project as was agreed to and supported by a long list of corridor stakeholders.

This project was a product of the I-70 PEIS Record of Decision (ROD), and the subsequent Environmental Assessment for the West Vail Pass Auxiliary Lanes. As with many components of the I-70 ROD, projects are difficult and expensive to both fund and construct. The Intermountain Transportation Planning Region (IMTPR) wrestled with how to advance projects such as Vail Pass and Floyd Hill when competing against other regional priorities. The IMTPR has a history of advancing significant projects during its nearly thirty-year history including Glenwood Canyon and Highway 82. Now, after enduring a nearly 11-year hold on I-70 projects until the PEIS concluded, we are advancing those on Interstate 70; however, regional allocated program funds alone will never support completion of a mega project such as the West Vail Pass Project.

Thanks to the actions that Governor Polis took in the U.S. House of Representatives, the I-70 corridor from Denver to Salt Lake City was designated a "Corridor of High Priority" in 2015. The then-CDOT Executive Director Shaileen Baht, said of the amendment that bestowed the designation, "This amendment rightfully recognizes what the people of Colorado already know, that Interstate 70 is not only important regionally, but nationally as well."

The West Vail Pass is also a project of significant statewide importance, so much so that the other three TPR's in Region 3 and the Mesa MPO committed "off the top" Senate Bill 267 funds so that this important project would be funded before any of these funds were distributed and prioritized amongst other Region 3 regional projects.

It is with this same determination that the undersigned request the completion of the project components currently removed from the project scope. We would like to work with CDOT leadership to determine how the project can be funded and completed as part of the current and ongoing construction efforts.

The stakeholders are very concerned that when audited by the Secretary of the US Department of Transportation Office, the reduced project will not align with the benefits promoted when awarded the

federal INFRA grant, at the time the largest grant in CDOT history. The reduced scope puts CDOT at risk of having to repay a portion of the funds, which would create more funding shortfall. Why risk this?

Vail Valley IMTPR members are considering reprioritizing the number one IMTPR project, Dowd Junction, if this would ensure completion of the West Vail Pass project as designed. Another source of funding would be to once again determine if there are some funds within Region 3, the three TPR's and Mesa MPO. Perhaps additional funding can be secured through other statewide programs or through Transportation Commission Contingency funds.

If the project bid had been significantly closer however still over the budget, there would have been additional funding allocated to award the project. We request that these funds remain available as a source of funds to complete the project. We also request that Colorado's upcoming share of federal Redistribution Funds be assigned to the West Vail Pass Project.

This project will never be cheaper to complete than it is today. Costs for remobilization, price escalation, and additional administrative costs to complete the project in the future will detract from other important projects on the horizon. We understand that additional funds will be required for the completion of the West Vail Pass project including the narrows and westbound curve straightening. Given that, we specifically ask that the Transportation Commission and CDOT headquarters provide the leadership and direction to work with corridor stakeholders in securing funding to complete this critical project.

Sincerely,

Travis Coggin, Mayor
Town of Vail

Matt Scherr, Commissioner
Eagle County

CC:

Speaker Julie McCluskie
Senator Dylan Roberts
Representative Meghan Lukens
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
John Cater, Federal Highway Administration