



CITY OF IDAHO SPRINGS
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NOTICE AND AGENDA
Regular Meeting
Idaho Springs Planning Commission
1711 Miner Street, City Hall
Wednesday, April 3, 2024 – 6:00 p.m.

**PLANNING COMMISSION
REGULAR MEETING
Wednesday, April 3rd, 2024
6:00 PM**

- ❖ Call to Order
- ❖ Roll Call
- ❖ Agenda Approval
- ❖ Approval of Minutes from March 06, 2024
- ❖ Conflict of Interest
- ❖ Public Comment (on non-agenda items)
- ❖ Staff Update
- ❖ New Business

A) Public Hearing: Conditional Use Permit Request by Duke Bradford of AVA Rafting and Ziplining for seasonal employee camping.

B) Public Hearing: Re-Zoning of 2060 Miner Street (Visitors Center) from P to C-1

❖ Adjournment

**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 provide public comment remotely please use the link below
<https://us02web.zoom.us/j/89171912558?pwd=cTNDRO8rL0NhQzdVcG4wZlo5clY5dz09>

For in-person Unscheduled Public Comment, please sign-in at the entrance to the Council Chambers.

Each individual that is providing public comment is limited to three (3) minutes.



**PLANNING COMMISSION
MINUTES
March 06, 2024**

CALL TO ORDER

Chair Cindy Olson called the meeting to order at 6:04 p.m.

SWEARING IN OF NEW MEMBER TERMS

Deputy City Clerk Wonder Martell swore in Cindy Olson, Don Reimer and Ursula Cruzalegui for an additional 4 year term and Ms. Martell swore in Alternates Caitie Maxwell and Jefferson Lich for their first 4 year term as alternate members.

ROLL CALL

Commissioners present were Cindy Olson, Chuck Howard, Don Reimer, Ursula Cruzalegui, Jefferson Lich and Caitie Maxwell. Commissioner Kent Slaymaker was absent. Staff present were Community Development Planner Dylan Graves, Deputy City Clerk Wonder Martell, and Assistant City Attorney Nick Klein.

AGENDA APPROVAL

Commissioner Cruzalegui moved to approve the agenda for March 06th, 2024. Commissioner Reimer seconded followed by a unanimous voice vote for approval.

APPROVAL OF MINUTES

Commissioner Reimer moved to approve the minutes from January 10, 2024. Commissioner Cruzalegui seconded. The motion was carried by unanimous voice vote, motion carries.

CONFLICT OF INTEREST

Assistant City Attorney Nick Klein went over with the board on what constitutes a "Conflict of Interest". Mr. Klien stated that conflict means a financial or monetary conflict.

PUBLIC COMMENT

Chair Olson asked the audience if there was any public comment regarding anything not on the agenda, and there was none.

COMMISSIONER COMMENTS/REQUESTS

Commissioner Reimer wanted the city to know that 10th and Miner needs a speed bump. Reimer said that with all the ski traffic, people speed at that intersection all the time and its dangerous.

STAFF UPDATE

Community Development Planner Dylan Graves went over his staff report with the commission to go over the projects that Staff is currently working on.

NEW BUSINESS

1. Election of Chair and Vice Chair

Commissioner Chuck Howard made a motion to elect Cindy Olson for an additional term as Chair of the Planning Commission. Commissioner Don Reimer seconded followed by an all-in favor voice vote (with Cindy Olson abstaining from the vote). Commissioner Howard made a motion to elect Commissioner Ursula Cruzalegui to an additional term as Vice Chair of the Planning Commission. Commissioner Reimer seconded followed by an all-in favor voice vote (with Ursula Cruzalegui abstaining from the vote).

2. Virginia Canyon Mountain Park Master Plan Addendum

Community Development Planner Dylan Graves went over his staff report with the commission, letting them know that VCMP has a few additional asks from the commission regarding the park. Gary Moore with COMBA stated that he wanted to keep Planning Commission up to speed on changes or developments regarding VCMP. Mr. Moore mentioned that this process started in 2017. Since then, they have obtained new land and there is a potential land swap in the near future with Young Ranch to the East of the park. Mr. Moore said they tried to include as many people as possible thru this entire process.

Community Development Planner Dylan Graves stated there are three requests for this line of business.

1. Staff requests that Planning Commission recommends that Council adopt Addendum #2 to the Virginia Canyon Mountain Park Master Plan to update the trail map proposed for the park. Mr. Graves advised that formal approval would be by resolution at the City Council regular meeting on March 11th, 2024. Commissioner Howard moved to approve addendum #2 to the VCMP Master Plan to Council. Vice Chair Cruzalegui seconded followed by an all in favor roll call vote. Motion carries.
2. Staff requests that Planning Commission recommends that Council authorize an amendment to the existing contract for work in VCMP to allow for construction of an approximately 3,000 feet long, 6-foot wide emergency and service access trail connecting Virginia Canyon Road to the interior of VCMP at a cost of approximately \$49,000.00. Formal approval would be in the form of an action item at the City Council meeting Monday March 11th, 2024.

Chair Cindy Olson asked Mr. Moore if he has been working with emergency services on the proposed construction of the emergency access trail. Mr. Moore replied and said that he always includes the Fire Chief and all first responders. Vice Chair Ursula Cruzalegi asked Mr. Moore what the original plan said about emergency access, why is there an additional need now. Mr. Moore advised Ms. Crualegui that they are always looking for improvements to the plan and for additional safety features.

3. Staff requests that Planning Commission recommends that Council authorize a change order to the scope of work of the existing contract to allow for construction of the proposed trail feature at the bottom of Rosa Gulch at a cost of approximately \$21,000.00. Formal approval would be in the form of an action item at the City Council meeting Monday March 11th, 2024. Commissioner Reimer asked why there seemed to be no concrete on the submitted plans and asked what the materials were going to be. Gary Moore with COMBA replied and said that Mr. Reimer is correct, there is no concrete planned, Mr. Moore said there is no need for any additional land disturbance. Mr. Moore said they are using lumber that is being milled on site and being hand treated with painting on chemicals. Mr. Moore said that this feature is being made to look aged and to blend in with the surrounding mines. That this feature is more like a speed bump to slow riders down. Chair Cindy Olson stated that this feature looked really big and will it be up above the mine entrance. Mr. Moore replied and said yes, it will be above the mine entrance. Vice Chair Ursula Cruzalegi asked Mr. Moore if without this feature are the plans unacceptable. Mr. Moore replied and stated not entirely, this feature is highly advised prior to full operation and that it would be a smart move for safety, and forces a solution, forces safe behavior and is worth pursuing.

Commissioner Reimer made a motion to recommend bullets 2 and 3 to City Council. Commissioner Howard seconded followed by an all-in favor roll call vote. Motion carries.

3. Annexation of a portion of 1-70 Right of Way through the City of Idaho Springs.

Community Development Planner Dylan Graves went over his staff report with the commission, stating this is a joint effort between CDOT and the City of Idaho Springs and if annexed, the request is to leave the parcels unzoned as they are I-70 ROW. This application has been submitted in part at the request of the City's Police Department, which has had enforcement issues along the corridor where the Right of Way is outside of City limits. The annexation will also allow for potential future expansion of the City West of current city boundaries. Mr. Graves advised the board that the City is the applicant for this application. Chair Cindy Olson asked staff where exactly is this annexation located. Commissioner Howard showed Chair Olson where the annexation is proposed. Commissioner Howard said he was curious if it was to be from the center of Stanley Road to the South. Community Development Planner Dylan Graves stated it was to be to the Stanley Road Right of Way and that there is to be no private property included in this annexation, only Right of Way and it would expand 700 feet from the current city limits and the City would take over maintenance on the annexed right of way. Vice Chair Ursula Cruzalegui moved to recommend approval to City Council of the annexation of the proposed parcels and that those parcels remain unzoned. Commissioner Reimer seconded followed by an all in favor roll call vote.

COMMISSION DISCUSSION

Chair Cindy Olson asked Mr. Graves why this Annexation was coming to Planning Commission prior to city council or hearing? Mr. Graves advised the commission that he had asked City Attorney Carmen Beery, and she said, based on the statutes, the Planning Commission is a recommending board, not a deciding board on this. Chair Olson mentioned that she was not comfortable with seeing this first as the commission does the work here, send to council and council approves. But if the Planning Commission does not have all of the information first, there could be conflicting recommendations. Vice Chair Cruzalegui asked staff if they could

request a change to this process. Mr. Graves stated that this was all scheduled but it was discovered that the petition required was not properly signed by CDOT so it has been pushed back a few meetings.

Vice Chair Cruzalegui asked Assistant City Attorney Nick Klein to help her understand the process in making motions. When is the correct time for discussion? Chair Olson stated that discussion is to be after the second of the motion but prior to the vote. Commissioner Cruzalegui asked staff if they were able to send a message to City Council. Attorney Nick Klien advised that the commissioners can come to the council meeting and make public comment either scheduled on the agenda, or unscheduled, or the commissions comment or question can be emailed to the Deputy City Clerk, and she can include them in the council packet. Chair Olson advised staff and Attorney Nick Klien that she really would like to hold some sort of training for the Commission in regards to the process and policies of running a meeting. Mr. Graves stated he could schedule a work session for this type of training.

ADJOURMENT

Chair Olson adjourned the meeting at 7:07 pm.

IDAHO SPRINGS PLANNING COMMISSION STAFF REPORT

Meeting Date: Wednesday, April 3,
2024

Page 1 of 10

Item:

Conditional Use Permit for a Temporary, One Season AVA Rafting Employee Camping Use at Silver Spruce Annexation Parcel

Presented by:
Dylan Graves
Community Development Planner

PROPOSAL:

This is a request for a Conditional Use Permit (CUP) to allow for the establishment of a rafting company employee campground on the subject property for a period of one (1) rafting season, with a proposed CUP expiration date of October 1, 2024. The property would be used for the 2024 rafting season, from approximately May 1 to September 30, as a campground only for employees of AVA Rafting and Ziplining. The applicant, Duke Bradford, has a lease agreement in place with the owner of the subject property to operate a campground on-site. Mr. Bradford owns and operates AVA Rafting and Ziplining. AVA Rafting and Ziplining owns property at 431 Colorado 103 and uses this property for the headquarters of its ziplining and rafting operations, both of which operate in the City Limits. No changes to the property at 431 Colorado 103 are proposed and this site will still serve as the headquarters for operations, but the applicant would like to expand his operation to include camping at the subject property.

ATTACHMENTS:

1. Proposed Lease Agreement
2. Proposed Concept Site Plan
3. Surveys of Shelly Quinn Ball Fields Park and subject property
4. Applicant Cover Letter

BACKGROUND:



The subject property is located directly west of the Shelly/Quinn Ball Fields Park in the City of Idaho Springs, south Exit 241 of Interstate 70. It was annexed into the City as part of the Silver Spruce Annexation in 1974 and zoned to Planned Unit Development (PUD). However, the property was never developed, and the express terms of the PUD

approval were not met. As such, the property does not have an approved substantive zoning designation and must go through a rezoning process prior to any permanent proposed use or development of the site.

The Idaho Springs Municipal Code (ISMC) authorizes the granting of a Conditional Use in Sec. 21-105. Sec. 21-105 allows uses not specified as being by right in the various zoning districts to be approved and implemented by conditional use. This Section governs the application for and approval, administration, and enforcement of conditional uses. Conditional uses generally present special impacts upon adjacent properties which necessitate individualized review and consideration, and, in most instances, the approval of a conditional use requires the imposition of conditions or requirements designed to eliminate, reduce, or mitigate adverse impacts resulting from the proposed use.

The applicant, with the property owner's consent, has applied for a Conditional Use Permit (CUP) to allow his employees to camp on the property during the 2024 rafting season. If approved, Staff recommends that the approval be for the 2024 season only, expiring on October 1, 2024. Staff also recommends a condition that the CUP, if granted, is non-renewable to ensure that before any permanent or recurring use is established on the property, the property is properly zoned to allow for said uses.

The applicant has proposed that a maximum of 30 overnight occupants would be on-site at a time. The applicant has experience running a similar operation elsewhere in Colorado. He believes that his experience elsewhere will ensure that this Conditional Use would be successful and issue-free if approved on the subject property. He has an existing employee camping operation in Chaffee County that has been in operation for over 15 years and at its peak has had up to 90 employees living on-site at a given time. The applicant has submitted a proposed lease agreement for the subject property based on his experience in Chaffee County managing a similar operation that would manage and regulate the site should approval be granted for the proposed temporary use (Attachment 1).

In a bid to foster a safe, comfortable, and environmentally responsible living environment for employees residing on-site, the campground owner has outlined a set of operational guidelines. These measures, detailed below, are designed to address trash management, noise control, fire safety, privacy, and overall campground aesthetics, ensuring the site's harmonious integration with the surrounding community and adherence to City regulations. A dumpster will be provided on-site to manage trash, to be collected weekly. The proposed handbook regulates quiet hours, campfires, cooking procedures, and visitation allowances with an intent of maintaining good standing with adjacent property owners and the City at-large. Other improvements include a privacy fence along the north side of the property to screen the use from adjacent property owners to the north and ground platforms to provide specific camping locations for employees using tents on-site.

The applicant proposes a privacy fence along the northern portion of the property to screen dumpsters, camping areas, and sanitation facilities. A concept map showing the location of uses and facilities on-site is provided as Attachment 2. A communal campfire area is proposed. Staff recommends that a condition be included requiring approval and sign off from the Clear Creek Fire Authority (CCFA) on the location of any campfire facilities prior to occupancy of the site. The Clear Creek Sheriff's Office issues various levels of fire restrictions when needed for unincorporated parts of the County. The City typically follows these orders within corporate municipal boundaries. The site will be required to conform to any fire restrictions put in place at the County or City level.

Long-Term Process/Requirements for the Property and Use

The City does not have regulations allowing non-transient (greater than 30 days) camping on any property in the City that would allow local businesses to provide opportunities for their employees to camp on private property while employed seasonally. While current City regulations in the Idaho Springs Municipal Code (ISMC) do not permit a

parcel to be used for seasonal employee camping, they do allow camping as a transient, short-term use (up to 30 days at a time). This type of short-term recreational camping is a use by right in the Commercial 3 (C-3) and Industrial 1 (I-1) zoning districts under the "Recreation, outdoor" category. This could allow for campgrounds meeting the definition included in Chapter 21 of the ISMC. Per Chapter 21 definitions, a campground is defined as "an area to be used for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, cabins or similar movable or temporary sleeping quarters of any kind." Notable is the word transient, which is not specifically defined in the ISMC but is included in the Short-Term Rental section of the ISMC as follows: "Short term rental means a primary residence or portion thereof used for lodging accommodations for transients for a period of less than thirty (30) consecutive days per transient renter." Staff thus believe that the City's campground allowance is for camping for a period of less than thirty days. So, at present the ISMC does not allow a campground to be used as temporary residences (longer than 30 days) as a use by right. Additionally, the City's zoning use table (Table 21-50-1) does not allow rafting headquarters to be collocated with employee camping. Mr. Bradford has not mentioned an interest in bringing operational headquarters to this area at any point in the future, but if that request came up in the future, the ISMC would not allow camping and headquarters on the same parcel.

Although seasonal, long-term camping is not a use by right in any zoning district, Staff believes that seasonal employee camping uses could be permitted if the property was zoned into a planned development (PD) in accordance with ISMC Sec. 21-107. A PD can be established as a zone district to provide greater flexibility in land development and use by allowing an applicant to propose specific use entitlements and development standards based upon a comprehensive, integrated, plan rather than upon development constraints as applicable to standard zone districts. The intended result is a development that is of higher quality and more desirable than one produced in accordance with conventional zoning controls. A PD would allow flexible design standards and unique zoning allowances that could differ from established zoning districts in the ISMC. While no zoning district allows seasonal employee camping as a use by right, a PD could establish that as a particular use without changing the ISMC to allow it in any other zoning district. It would also allow the applicant to request different development standards for the provision of water and wastewater/sewer infrastructure and other ISMC requirements. The closest City water main is a 2-inch line that serves the ballfields complex and the U.S. Forest Service maintenance facility. The closest City sewer main is on the north side of Interstate 70 in Colorado Boulevard. The ISMC typically requires a property to connect to municipal water and sewer facilities unless they are more than 100 feet from the boundary of the property in question, or unless exempted by the City Council for good cause and in conformity with applicable statutes and regulations.

Another option for permanent establishment of seasonal employee camping on the property would be through the approval of a Conditional Use Permit (CUP) in accordance with ISMC Sec. 21-105. This allows for uses not specified as being by right in various zoning districts to be approved and implemented through the permitting process. Once the property was zoned, a CUP could be granted that allows the additional use that would not otherwise be permitted by right in the district. Notably, however, all other development standards (water, sewer, etc.) would have to be met as a CUP does not grant variances from those standards. These processes (zoning, PD, CUP) require a significant time commitment and multiple public hearings and as such would not allow the applicant sufficient time to allow for use of the property this rafting season.

PLANNING COMMISSION ROLE:

The ISMC requires every application to go before the Planning Commission for review and recommendation of either approval or denial to Council. The City Council must act on a request for a conditional use permit by ordinance after conducting its own public hearing after Planning Commission has moved to recommend either approval or denial.

CRITERIA FOR APPROVAL

For the Commission to recommend approval of a CUP for any application, the Commission shall determine that the application meets the following criteria in conformance with Sec. 21-105(F) of the ISMC:

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

The following items have been considered:

WATER AND WASTEWATER:

The provision of water and wastewater treatment on-site is something that must be considered and suitably handled. A City 2-inch water main serves the adjacent Ballfields property and the U.S. Forest Service Maintenance Facility but is more than 100' from the boundary of the subject parcel. However, there is no City sanitary sewer main serving these properties. Sec. 12-5 requires connection to public water and sewer except in cases where City facilities are more than one hundred (100) feet of the boundary of the parcel of property on which such improvements are located. Given that there is no sewer available near the parcel and the water line serving this area is potentially also further than 100' and is likely not wide enough to sufficiently cover the use, we believe that at least in the interim, connection to water or sewer would be unreasonably difficult to achieve. The applicant has proposed that as part of the Conditional Use permit, they truck in potable water and provide on-site portable toilets that will serve to satisfy their water and wastewater requirements. They further have intimated that they would provide employees with Clear Creek Metropolitan Recreation District (CCMRD) Recreation Center passes that could be used by staff both for recreation as well as for sanitation (such as showers). City Staff does not believe that this proposal would be a sufficient long-term solution, but for one rafting season, Staff believes that this may be sufficient as long as conditions are in place that if the portable toilets are not serviced regularly and/or water becomes unavailable, operations shall cease.

Allowing portable toilets for this one-time, temporary, seasonal use would also align with adjacent Clear Creek County standards, which allow portable toilets for up to 12 months. After 12 months, permanent sanitation shall be installed. Given the temporary nature of the request, it would not be reasonable to require permanent sanitation to be installed on-site so if Planning Commission and Council are amenable to the request in general, Staff has proposed a condition that before any additional seasonal employee camping occurs on the subject parcel beyond this year, permanent water and sanitation shall be installed. The applicant has stated that portable toilets will be serviced and emptied on a weekly basis. Since no water line is in the area to accommodate connection to municipal water, the applicant has proposed trucking the water to the site so potable water is available. The applicant has stated that 330 gallons of potable water is proposed to be on-site at any given time for drinking water purposes.

Should the applicant wish to apply for a more permanent employee camping use on the property for future seasons, water and sewer would need to be more appropriately addressed to determine whether an extension of water or sewer lines would be feasible or, if not, what type of permanent water and sewer infrastructure could be built and would be appropriate.

ACCESS:

E. Idaho Springs Road is suitably constructed to accommodate the proposed traffic intensity, however the access across the park parcel and onto the subject parcel is likely insufficient to accommodate long-term use.

The City's *Standards and Specifications for Design and Construction* state that access serving more than 20 ADTs are classified as roadways rather than driveways. The access would be considered "Low Volume" per the City Standards with fewer than 450 ADTs. This would require a lane width of 12'. Existing surveys of the park parcel and subject parcel show that the existing access ranges in width from 10.6' to over 12' wide (surveys included as Attachment 3). The average is just below 12' wide across both parcels. This does not meet current City Standards, though this access has been in place and established for some time to access the property and it is paved. Given the temporary nature of the request, Staff believes that the use would not cause access-related issues and allowing the use would not cause public health, safety, or welfare concerns related to fire or emergency service access, though it does not meet the access width requirements for a low volume road and Staff would like the Fire Authority's confirmation that they can serve the property should emergency services be needed before the property can be occupied.

One final note on the proposed access is that the existing paved access road is considered public access and serves as a spur route for the Peaks to Plains Trail, which shall be maintained as public access across the parcel if the use is approved. The applicant cannot block access for non-motorized vehicles on the pathway. This is proposed as a condition of approval.

PARKING:

The proposal states the following: "Absolutely no vehicles greater than 20 feet in length will be allowed. No camper trailers or RVs are permitted either. Each campsite is allotted one parking spot that can fit only a single vehicle. No additional vehicles will be allowed. All vehicles must be parked in the designated parking spots. Vehicles can never be driven into the campground. All sites are walk-in. No vehicles may be parked along the roadway or blocking any roads. Any abandoned vehicles will be towed at the owner's expense."

The applicant proposed two parking areas. One is identified on the northern side of the property, just south of the existing access through the property. It would be adjacent to the existing access path and is proposed to be graveled. An additional parking area for camper vans is proposed on the property, which will also be gravel per the proposal. The applicant has provided a plan that could accommodate up to 40 vehicles on the property. Table Sec. 21-127-1: Parking Requirements by Use is included in the ISMC to regulate required off-street parking for uses in the City. A campground is not included in this table. The ISMC allows the City Administrator to calculate the required number of parking spaces by applying the requirement for the use listed which is most like the proposed use or shall require the applicant to submit to a parking study. Staff believes that the most similar use is multiple-family residential dwelling. This would require 1.25 spaces per efficiency unit. If 30 campsites are proposed, this would require 37.5 parking spaces. The applicant has stated that 40 parking spaces will be provided. Adequate space is available on-site to accommodate this amount of parking. If approved, Staff recommends a condition of approval that no parking occur on the existing paved access across the site and no off-site parking be permitted at the adjacent park site.

Sec. 21-126(A)(3) requires off-street parking to be surfaced with asphalt or concrete. As mentioned, the applicant has proposed two gravel parking areas. As such, this does not meet the standard included in the ISMC. It may be reasonable to allow the use temporarily without paved parking given that the proposed request is for a one-season camping use to avoid requiring a large amount of pavement that may need to be removed should the site be developed in other ways in the future. While the ISMC needs to be met, installing significant permanent infrastructure on-site in association with a four-month use may not be desirable. Staff does not believe that allowing gravel parking temporarily before a permanent use is established would have adverse impacts on adjacent property owners or the City at-large. Staff requests direction on this topic. If

paving is required, Staff recommends a condition of approval that paving of parking areas occurs prior to occupancy of the site.

TRASH/WASTE DISPOSAL:

The owner has provided a plan that includes an on-site dumpster that will be emptied weekly/biweekly. The owner already has a contract in place for trash removal for their headquarters at 431 Colorado 103. Recycling will also be provided. The applicant has stated that trash and recycling will be picked up weekly.

NOISE:

The applicant has provided the City with a proposed handbook and lease agreement for on-site campers that states that quiet hours are from 10p.m. to 7a.m. No use of generators will be permitted during that period. Additionally, the applicant proposes to install a privacy fence prior to commencement of on-site camping operations. This will reduce visual impact concerns that neighboring properties in the City might have with the proposed use and is likely to reduce noise impacts to property north of the proposed use.

WILDFIRE RISK:

The applicant proposes to allow campfires but only in designated spaces. A condition of approval is recommended that the Fire Authority inspect all proposed fire pits prior to operation and until approval is granted, no fires would be permitted. The application proposes to allow camp stoves on the property at private campsites. Staff recommends a condition of approval that camp stoves and fires may only be operated on approved, non-impervious surfaces to reduce wildfire risk. The applicant has stated that 330 gallons of water would be available on-site and the property would be equipped with fire extinguishers as necessary to meet Fire Authority satisfaction. Staff would also recommend a condition of approval that all campsites be established a certain number of feet from adjacent wooded areas and have a minimum radius that remains free of vegetation. The specific standards must be discussed with and approved by the Fire Authority.

WILDLIFE:

The application states that all garbage is required to be stored in wildlife-resistant storage containers provided on-site. Requirements for proper food storage and waste disposal are included in the proposal.

Staff believes that the proposed use meets Criterion 1 except for proposed access and parking, which as discussed above, do not meet City standards for width (access) and paving (parking). The current paved access to the site is slightly narrower than is required by City standards and the parking areas are proposed to be graveled rather than paved. The proposal appears to meet required life, health, and safety standards governing uses within the City.

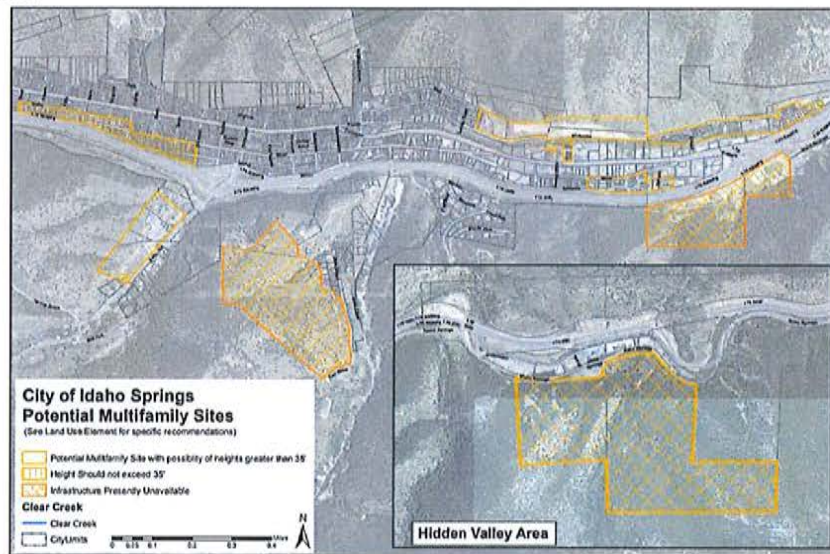
2. The proposed use is in general conformance with the applicable provisions of the Comprehensive Plan, or that changed conditions occurring since the adoption of the Comprehensive Plan support approval of the proposed conditional use of the property.

The City's Comprehensive Plan in the Land Use Element identifies the subject parcel as "Mixed Use and/or Parks." Employee housing or campground uses could both be considered suitable land uses, given the Comprehensive Plan designation. Given the temporary nature of the request, any future permanent uses on-site would also be subject to a Comprehensive Plan review through various Land Use processes, such as rezoning, the Planned Development (PD) process, or a Final Development Plan (FDP) review.

The Comprehensive Plan seeks solutions to both housing affordability and housing accessibility. Although this proposal is only a one-season request and does not involve the construction of permanent employee housing on the property, it would provide a legal, managed location within the City for a large proportion of

the City's seasonal workforce to live with minimum levels of infrastructure necessary to ensure that their basic needs are addressed. If successful and implemented long-term, this could help provide workforce housing of a certain type for seasonal employees who do not require additional facilities. The proposed rent to occupy the site is \$400 for the season. The availability of a camping option for rafting employees may reduce seasonal demand for existing affordable housing stock that is only required by these seasonal employees during summer months. This could thus help meet the Comprehensive Plan's goals for housing.

The Comprehensive Plan identifies this parcel as a potential multifamily housing site. While the proposed seasonal employee camping use would not achieve permanent, long-term employee or multi-family housing, on a short-term basis the proposed use aligns with what the Comprehensive Plan identifies as a broad potential use of the site.



The subject parcel is also a part of the East End Overlay District (EEOD) and was included in the East End Action Plan (EEAP) from 2017. One of the goals of the EEAP is to offer more housing choices for people who work in Idaho Springs that allows them to both work and live in the community. Housing is identified in both the Comprehensive Plan and the EEAP with a goal of increasing the housing stock for the local workforce. While the EEAP and Comprehensive Plan envision permanent housing solutions, rather than camping, to provide workforce housing for employees, the proposed seasonal employee camping plan does achieve the broader goal of providing affordable housing options for the City's workforce. Given the seasonal nature of the rafting industry, it is difficult to find housing that is affordable and available for only several months. By providing the necessary infrastructure on the property to ensure the use is safe for those on-site, this could be a way to trial seasonal, employee camping similar to the program that is in place in Clear Creek County and other communities in Colorado without committing long-term to a use that might not work.

Once concern brought up during the review process was with respect to quality of life. The City has had issues with other types of non-traditional housing within City Limits that do not provide high living standards for residents who occupy these spaces. The Comprehensive Plan seeks to ensure that development accommodates the various needs of residents to "live in Idaho Springs throughout their lives" and seeks to "maintain and enhance our community character and quality of life." An argument could be made that camping does not foster or enhance community character or quality of life and that more permanent solutions to employee housing would better serve the community's goal as stated in the Comprehensive Plan. Staff believes that although camping as a housing option may not serve the needs of every employee in the City, if

adequate infrastructure and services are provided to ensure that the property is safe and healthy, quality of life can be maintained for those employees that choose to take advantage of the site. Staff does not believe that the use, in its proposed location or with its proposed intensity, would have an adverse impact on the broader community's character.

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

Given that the requirements of the original PD zoning were not met, the property does not have defined allowed uses per the ISMC. With that in mind, it is difficult to determine how to compare the impacts of this proposed use to other uses that might be permitted in other zoning districts. The Comprehensive Plan identifies the site as mixed use or parks, which would allow for a variety of potential uses, including commercial and residential uses. The proposed use of the site – for up to 30 employees – would be comparable to mid-density residential development. The average household size in 2014, per the Comprehensive Plan, was 2.2 residents per household. Taking that as an average, the comparable density on-site would be 13-14 residential units. Alternatively, a variety of commercial uses are permitted per the ISMC and if the applicant applied to rezone the property to a commercial district, such as C-3, a number of uses could be permitted, including short-term, transient camping facilities or mixed-use residential and commercial development.

With the above caveat in place, Staff does not believe that the proposed use would result in impacts to adjacent properties which are significantly different in nature, type, or extent than impacts caused by the above-mentioned uses that could potentially be developed on-site. The proposed use is in line with other potential residential uses, the main difference being that while a traditional housing development would have a permanent structure on-site that residents would live in, employee camping would occur in tents or campervans, as described in the proposed lease agreement (Attachment 1) and on the concept campground map (Attachment 2).

The primary adjacent properties that could be impacted by the use would be the Shelly/Quinn Ball Fields Park, directly east of the parcel, and the United States Forest Service (USFS) parcel located at 111 E. Idaho Springs Road. Anyone occupying the campsite would have to access via County Road 314 (E. Idaho Springs Road) to the East, passing the park parcel. The primary impact anticipated would be vehicle trips to and from the property. The City's *Standards and Specifications for Design and Construction* ("City Standards") estimates that multi-family housing generates approximately 5 trips per dwelling unit per day (Average Daily Trips or ADTs). With 30 employees on-site, that would relate to an estimated 120-150 daily trips to and from the site. Some of this may be non-vehicular travel, as AVA rafting's headquarters is also located in the City of Idaho Springs and employees could walk or bicycle the approximately 1.25-mile distance between the subject property and the AVA headquarters on Colorado 103. Some portion of the daily trips into the City for groceries, restaurants, the recreation center, and other destinations will also be car-free. The applicant estimates that the average on-site employee will have between zero and two daily car trips, which is lower than the City's standards. Regardless, the number of trips to and from the subject parcel will increase with the establishment of the proposed use.

However, Staff does not believe that the number of trips will exceed those that might occur with a permanent residential use on-site. Due to the limited parking available at the AVA headquarters, the applicant plans to encourage employees to walk or bicycle to work as much as possible, which would limit the impact of vehicles in the vicinity of the park. Otherwise, the proposed lease agreement states that quiet hours are from

10:00p.m. to 7:00a.m. to attempt to mitigate noise-related conflicts between the property and adjacent property owners. It also states that all campsites must be out of view of residentially zoned neighboring structures to ensure that the use does not have substantial visual impacts. The applicant proposes the construction of a privacy fence along the north side of the property to mitigate noise and visual impacts to the site.

REFERRALS

This application was referred to the Idaho Springs Police Department, the Clear Creek Fire Authority, and the Clear Creek Metropolitan Recreation District (“CCMRD”) for review and comment. Staff also reached out to the planning departments for Clear Creek County and Chaffee County, jurisdictions with existing regulations that attempt to manage employee seasonal camping on unincorporated properties.

Chief Buseck of the Idaho Springs Police Department provided comments expressing the following concerns:

- Scale of proposal – 30 people on-site may be higher than desired given that the use proposed has not previously been attempted in the City and without knowing potential impacts, the recommendation would be to reduce the number of people on-site for this season until more data can be gathered about the compatibility of the use.
- Enforcement – There is concern that City resources will be used on enforcement of issues that should be handled by the owner/manager of the property. A condition that a 24/7 contact be provided who can be contacted to handle issues and can respond within 60 minutes to any complaints that arise. This would be like the City’s requirements for short term rentals, which require an available owner/authorized agent who can respond within 60 minutes (per Sec. 21-33(G)(4)).
- Addressing of property – Recommendation that the property be addressed prior to occupancy of the site to ensure that emergency response can occur efficiently.
- Revocation – If persistent issues or violations arise on-site, the Conditional Use permit should include language that allows the City Council to revoke the permit during the approved occupancy period. Revocation is always an option with a CUP for violations of the term of the permit, and this has been mentioned in the proposed conditions of approval.

The Fire Authority did not provide comments as of March 28, 2024, but given concerns about wildfire risk and emergency services in the City, Staff would recommend that the applicant be required to get Fire Authority sign off before occupancy of the site can occur.

CCMRD did not provide comments as of March 28, 2024.

Speaking with planning department staff from Chaffee County and Clear Creek County, both jurisdictions mentioned that their seasonal camping programs have been largely successful, and they had no record of violations on any of the properties that have been approved for the use. The planning director for Chaffee County mentioned that seasonal camping for rafting employees is not a permanent housing solution and is not meant to solve the community’s housing problems altogether. Nevertheless, it solves a short-term problem that exists during the summer and the experience has been generally positive. Both communities mentioned the need to put time limitations in place to ensure that the use remains seasonal and does not allow winter camping during the off season. Enforcement of seasonal limitations is important.

STAFF ANALYSIS OF PROPOSAL:

Staff believes that the proposed Conditional Use of employee camping at the property west of the Shelly/Quinn Ball Fields Park could be a good trial to see whether camping within City Limits could help address seasonal workforce housing issues on a more permanent basis. It would not commit the City to any long-term issues should the trial period fail. If approved, the recommended conditions crafted from discussions with the City's Police Department, the Fire Authority, and regulations from other communities will hopefully address any potential concerns and ensure that if issues arise, they can be mitigated, or the use can be terminated.

Staff believes that the proposed use clearly meets the second and third criteria but has some concerns about compliance with the ISMC standards for access and parking. There is also long-term questions about water and wastewater provisions, but for a one-season use, what is proposed may be suitable. Life, health, and safety standards appear to be met and the proposed use appears to be well considered by the applicant.

PLANNING STAFF RECOMMENDATION:

Staff does not have a recommendation in favor or against this proposal and asks Planning Commission to consider the application after hearing discussion and analysis from Staff and from the applicant. If Planning Commission recommends that the City Council approve the application for a one season, temporary Conditional Use Permit (CUP) for employee camping on the proposed property, Staff recommends the following conditions to approval be imposed:

1. Approval will expire on October 1, 2024.
2. The Handbook and Lease (Attachment 1) and the Map of the site (Attachment 2) are both expressly incorporated as conditions of approval.
3. Potable water must be available on-site at all times.
4. All campsites shall maintain a minimum distance of XXX feet from adjacent wooded areas and shall maintain a radius of XXX feet free of vegetation to minimize fire risk. Cooking and fires shall only occur on non-vegetated surfaces. The Clear Creek Fire Authority shall sign off on the location of campsites, fire pits, and cooking areas prior to operation. Occupancy of the site cannot occur until the City receives confirmation that Fire Authority authorization has been provided.
5. All campsite locations shall be numbered and a map of the site, showing all campsites labeled, shall be provided to the City prior to operation and posted at the site.
6. Trash and recycling must be picked up weekly at minimum.
7. Adequate portable toilets will be provided on-site and will be pumped monthly at a minimum or as needed.
8. Prior to occupancy of the property, the applicant shall work with the City to assign an address to the property for the purposes of emergency response.
9. The applicant is required to provide to City Administration and the Police Department two (2) authorized contacts (a primary contact and backup contact) for the property who can physically respond to the site within sixty (60) minutes or less.
10. Parking spaces are required to meet minimum parking standards for dimensions (9'x19') and include at least 38 spaces. A parking plan showing the layout of spaces shall be provided prior to occupation of the property. No parking associated with this use shall be permitted off site.
11. Public access across the property along the existing paved path shall be maintained and not blocked.
12. City Staff shall perform a site walk-through once all improvements proposed are established on-site to confirm compliance with the above conditions of approval.
13. The City Council may revoke this CUP at any time in accordance with the ISMC.



HIDDEN VALLEY CAMPGROUND'S HANDBOOK & LEASE AGREEMENT

AVA RAFTING & ZIPLINE | PUBLISHED 2024

WELCOME TO HIDDEN VALLEY - AVA'S IDAHO SPRINGS EMPLOYEE CAMPGROUND

Welcome to Hidden Valley Campground. We are excited you are considering staying with us and look forward to the season. This handbook is a reference that provides residents with Hidden Valley's policies, procedures, lease agreement and expectations, set forth by AVA Rafting & Zipline, to ensure the safety of all residents and guests staying at Hidden Valley. This handbook is not meant to be all inclusive as we cannot anticipate every circumstance that may occur, and we will make decisions on a case-by-case basis. AVA Rafting & Zipline reserves the right to update this handbook as needed. It is the responsibility of all residents to know and abide by current policies.

MISSION STATEMENT

The mission of Hidden Valley is to provide a clean, secure, and well-maintained communal environment that promotes a balanced and healthy lifestyle.

ELIGIBILITY

Hidden Valley accepts requests on a rolling basis from employees of AVA Rafting & Zipline. Hidden Valley is a designated campground for AVA Rafting & Zipline employees. Other persons, including but not limited to the employee's family, children, and friends, are not eligible to live at Hidden Valley.

Significant others staying at Hidden Valley are expected to be AVA employees. Exceptions to allowing non-AVA employed significant others can only be made by the Outpost Manager. If allowed, the employed AVA resident is responsible for paying their significant other's portion of rent deducted from their paycheck. Any non-AVA employed significant others must reside in the same living space as the employed AVA resident.

DUKE LLC/ Arkansas Valley Adventures LLC et. al. reserves the right to refuse, remove, and/or deny any employee eligibility of Hidden Valley at any time. Furthermore, eligibility is only during the operating season. All employees must move out when the outpost closes, regardless of any other eligibility.

OPENING AND CLOSING DATES

Hidden Valley officially opens during the first week of May and closes the second week of September. Aerial Guides working during the pre-season (before May) can begin camping 4/1/24 at the earliest.

RATES

AVA EMPLOYEE

Rent payment comes to \$400 for the season. All prices are per person.

SIGNIFICANT OTHERS

Rent payment comes to \$400 for the season. The employed AVA resident is responsible for paying their significant other's portion of rent. Significant others must reside in the same living space as the employed AVA resident.

RENT PAYMENT

Hidden Valley residents will be responsible for paying three-fourths of their rent payment (\$300 for a single resident) on or before 5/1/24. At that time, a valid credit card number will be obtained from the individual. The remaining one-fourth of the rent payment (\$100 for a single resident) will be charged on that card on 7/1/24. The \$400 per person rent payment will cover the cost of the entire season regardless of the resident's length of stay. All payments are non-refundable. Campsites will be distributed on a first-by-first basis based on the order of people who pay the \$300/person down payment. So, it is advised to submit payment early.

TERMINATION OF CONTRACT

This document establishes a lease agreement between the tenant and AVA Rafting & Zipline's Hidden Valley Employee Campground in Idaho Springs. The relationship with AVA Rafting & Zipline's Employee Campground and the tenant is based upon mutual consent. Either party has the right to terminate the contract at any time.

Hidden Valley is the property of Duke LLC/Arkansas Valley Adventures. Hidden Valley has been designated Employee Housing for AVA Rafting & Zipline employees located at the Idaho Springs Outpost. Termination from your position shall result in eviction. Any disciplinary action that is taken toward you while residing at Hidden Valley could affect, or result in the termination of, your employment and/or lease agreement with AVA Rafting & Zipline.

PAYROLL DEDUCTION AUTHORIZATION FOR ADDITIONAL FEES OR FINES

By signing the signature page of this handbook, you agree to the following

"I hereby authorize Arkansas Valley Adventures to payroll deduct any fines and fees related to Employee Housing as a result of my occupancy with AVA Rafting & Zipline Employee Campground. I understand that in the event that such deductions from payroll are not sufficient to cover the amount due, I will be obligated to pay any and all outstanding charges not covered by payroll deductions. I also realize that AVA Rafting & Zipline will take further legal action as necessary to collect the amount outstanding. Should that occur, I agree to be liable for all reasonable collection costs incurred, including but not limited to, reasonable attorney's fees."

ARRIVAL TO HIDDEN VALLEY

MOVE-IN

Alert the General Manager, Phill Walker (pwalker@peak1express.com) your move in date at least 48 hours prior so management is available and prepared to conduct a check-in and HR can sign off on your move in. Employees may move in one day before the start date on their offer letter. Rookies may move in 3 days before the start of Guide School.

ADDRESS AND CHECK IN

You will meet the Hidden Valley Mayor or general management at the Hidden Valley Campground. The coordinates are: 39°44'22.3"N 105°29'55.6"W. Check-in will be conducted at camp, located about 1.5 miles east of the outpost. If a manager is not available at Hidden Valley, they can be found at 431 Chicago Creek Rd, Idaho Springs CO, 80452, which is our Outpost address.

POLICIES, PROCEDURES, AND EXPECTATIONS

TRANSPORTATION

Due to limited parking at the Outpost, we highly recommend that every employee that stays at Hidden Valley bring a bicycle and bike to work. It is approximately a 12-minute, 1.5-mile bike ride from the campground to the Outpost along side streets and bike trails. Bikes can be parked and securely locked in a communal bike storage room at the Outpost while an employee is working.

QUIET HOURS

Quiet hours are from 10:00pm-7:00am every day. Please turn down your electronics, lower your voices, and do not play any musical instruments during this time. In addition, please avoid excessive/unnecessary noise (which includes car horns and slamming car doors) and disruption at all hours. We enforce 24/7 courtesy hours.

RULES AND REGULATIONS

- All sites are walk-in tent camping.
- Only tents are permitted and must be free standing and temporary, no permanent structures are allowed.
- All campsites must be out of view of residentially zoned neighboring structures.
- A single designated campsite must be used for the entire season.
- No vehicles are permitted in camping areas.

- Quiet hours are from 10:00pm to 7:00am, daily, and must be observed.
- The use of generators is prohibited during quiet hours.
- Due to limited space, no pets will be allowed at Hidden Valley.
- Absolutely no use of illegal drugs on property.
- Absolutely no use of fireworks on property.
- Firearms are not permitted on the premises.
- All permitted firepit(s) will be designated by the Hidden Valley Mayor or general management. No fires are permitted at private campsites.
- Gathering of wood from any standing trees, dead or alive, is prohibited.
- All fires must be completely extinguished, cool to touch, if unattended.
- All fires must be accompanied by a shovel and at least 5 gallons of water.
- Fires and charcoal cooking are prohibited during forest service fire ban periods.
- All garbage must be stored in provided containers or dumpsters, not at individual campsites. In addition, no burning of trash or food waste is permitted.
- Recycling bins are provided and shall be used appropriately.
- All food and cookware must be stored in sealed, airtight, animal-proof containers and never be left out unattended.
- Anyone living on property is required to secure their food and toiletries from the wildlife. This can include any commonly accepted practices such as bear-resistant food containers or in your vehicle. YETI coolers are bear resistant, and, as a guide, you receive 40% off coolers.
- You must abide by all posted signage.
- Neighboring private property and privacy must be respected at all times.
- A 5 MPH speed limit on the road to the campground must be obeyed for dust control and safety.
- Employees must use the toilet facilities provided; frequent urination and digging of cat holes at individual campsites is not permitted.
- All camping areas are subject to inspection and disciplinary action if necessary.
- Campsites must be inspected and approved by the property or operations manager before departure at the end of the season.
- Campsites will only be occupied during the operating rafting season and must be vacated at all other times.

PROHIBITED ITEMS

The following actions may result in a fine or disciplinary action up to eviction and termination of employment, or involvement of law enforcement where issues such as violence are concerned. The list is not all inclusive or limited to the following:

- Repeat activity for which disciplinary action has already been taken.
- The possession, evidence of use, sale, or paraphernalia of illegal drugs on company premises is expressly prohibited.
- The sale of marijuana and tobacco on company premises is expressly prohibited.
- Any suspected destruction, theft, misappropriation, or unauthorized possession of company, guest, or fellow employee property.
- Violence or threats of violence. This includes, but is not limited to intimidating, threatening or hostile behavior, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind onto any AVA Rafting & Zipline property, or any other act that, in the sole opinion of the AVA Rafting & Zipline management team, is inappropriate to Hidden Valley.
- Unauthorized parties at Hidden Valley. Parties are defined by the noise and/or disruption to others that is created, up to the discretion of the Hidden Valley Mayor or general management.
- Violating any State and/or Federal laws (including but not limited to underage drinking and possession of drugs).
- Blatant disrespect towards another resident, guest, the Hidden Valley Mayor, general management, or AVA staff.
- Noise and disruption during quiet hours, 10:00pm-7:00am every day.
- Excessive/unnecessary noise and disruption at all hours. We enforce 24/7 courtesy hours.
- Physically altering the property without management approval.
- Damage or vandalism to Hidden Valley property, or contents, including but not limited to any structure's walls, windows, doors, or restrooms.

- Fireworks and firearms are expressly prohibited from Hidden Valley. Any employee found in possession of fireworks or firearms will be removed from Hidden Valley.

SAFETY

The safety and well-being of residents and guests are the priorities of Hidden Valley. It is important to complete the following:

- Report any suspicious persons or activities in Hidden Valley to the Hidden Valley Mayor, general management and/or HR.
- In case of an emergency, call 911.

DRUG AND DRUG PARAPHERNALIA POLICY

Absolutely no illegal drugs or drug paraphernalia are permitted or tolerated at Hidden Valley. The use of recreational or medical marijuana is only permitted at the employee's campsite, though not prior to or during a scheduled shift. The sale of marijuana is not permitted at Hidden Valley. Any employee who arrives at work under the influence of any drugs will be subjected to a drug test and face disciplinary action up to and including termination.

Employees regulated by federal motor carrier requirements (i.e., CDL drivers) are subject to federal government regulations which deem marijuana use a crime. Such employees must pass a drug test as a condition of employment. AVA has a zero-tolerance policy for possession and use of medical and recreational marijuana and paraphernalia by such employees.

ALCOHOL POLICY

Alcohol is permitted at employee's campsites only. Alcohol is not permitted at the Outpost, the Outpost Break Room, Boat Barn, or Fire Pit. The sale of alcohol is not permitted at Hidden Valley. Employees choosing to drink alcohol should do so responsibly. Excessive drinking and/or erratic behavior as a result of drinking will result in removal from Hidden Valley. Any employee who arrives at work under the influence of alcohol will be subjected to a drug test and face disciplinary action up to and including termination.

CAMPFIRE POLICY

With Colorado being a high desert, we are prone to forest fires. These are a threat to our wildlife and neighbors. Fire pits are a tremendous liability and responsibility. For this reason, they will be started, enjoyed, and put out sober. Alcohol will not be allowed. Any violation of this rule will result in the abolishment of this privilege at Hidden Valley. Additionally, all permitted fire pits will be designated by the Hidden Valley Mayor or general management. No fires are permitted at private campsites. All fires must be under control, fully contained within the designated fire pit, and are not to exceed 3 feet in diameter or 2 feet in height. No burning of food scraps, garbage, or any hazardous or explosive materials. Fires must also be accompanied by a shovel and at least 5 gallons of water to douse any escaped embers. All fires must be completely extinguished, cool to touch, if unattended. If it's too hot to touch, it's too hot to leave. When conditions are deemed hazardous, federal, state, and local entities will implement fire bans to reduce the risk of human-caused fires during periods of high fire danger. All restrictions outlined under these fire bans must be strictly adhered to.

SMOKING/VAPING POLICY

Smoking or vaping is not permitted within 20 feet of any building at Hidden Valley. Smoking or vaping in front of customers is not permitted. Smoking is also not permitted during a state issued fire ban period. The sale of nicotine and tobacco products is prohibited at Hidden Valley.

PETS

Pets will not be allowed at Hidden Valley. Space is limited, and there will not be the resources available to properly care for any pets.

WILDLIFE

Idaho Springs is home to a variety of wildlife, and everyone is responsible for following best practices to live with them. Black bears are intelligent, resourceful, and can smell food five miles away. When food and trash is accessible, bears will learn to take advantage of an easy meal. To avoid problems for yourself and the bears, keep a clean camp. Bears are attracted to odors of all kinds, including

food, beverages, toiletries, insect repellent, etc. Do not bring these items into your tent. Store food, cookware, and scented products in a bearproof container or cooler or in your vehicle. Approved coolers include but are not limited to YETI, RTIC, or ORCA.

ABSENCE FROM CAMP

Vacation or leave terms must be approved by HR (in addition to your General Manager), as per the Employee Handbook Agreement, if longer than one week. Rent will be charged for the space at Hidden Valley regardless of status.

SUBLEASING

All subleasing is strictly prohibited at Hidden Valley. Tenant shall not have the right or power to sublet or rent the Premises or any part thereof, nor to transfer or assign his/her rights hereunder without the express written permission of the Landlord.

GUESTS

Guests of residents may stay one night without prior approval. Any guest planning on spending more than one night at Hidden Valley must be approved by the Hidden Valley Mayor or general management and must be staying at the employee's campsite or at a vacant site. No guests are permitted to sleep in the mobile storage room.

Guests who stay at Hidden Valley for longer than 4 consecutive days or 3 consecutive nights will be added to the appropriate employee's Hidden Valley Rent payroll deduction. By accepting the terms of this lease agreement and by hosting said guest, the employee is agreeing to this payroll deduction.

Guests of residents will be required to follow the same policies set forth in this Handbook and Lease Agreement. The resident will be held liable for all actions by their guest including violation of the drug and alcohol policies.

USE OF FACILITY AND RIGHT TO ENTRY

AVA Rafting & Zipline respects the need for, and right to, privacy of each resident. However, AVA Rafting & Zipline reserves the right to enter and inspect tenant's living quarters at any time when it is deemed necessary to protect and maintain AVA Rafting & Ziplines' property and a safe environment.

LIABILITY

The AVA Rafting & Zipline Hidden Valley Employee Campground shall have no responsibility or liability for any loss, damage, or injury to tenant's own person or personal property located within the premises.

OFFICE AND PROPERTY MANAGEMENT SUPPORT

The Hidden Valley Mayor, general management, and HR are all resources for residents and guests in answering questions about Hidden Valley, the Outpost, and the local area. Please do not hesitate to stop in with questions, to voice concerns, and to share feedback about ways we can improve the experience within Hidden Valley.

FACILITIES

BATHROOMS

Standard portable toilets (outhouses) will be provided. While there will be a company to empty the outhouses, it is every guide's responsibility to make sure they stay clean for everyone. The Hidden Valley mayor can assign someone to clean an outhouse if needed. The bathrooms at the Outpost will be locked after the return of the last trip of the day and will not be allowed to be used after hours.

SHOWERS

While there will be no showers at Hidden Valley, employees will have free access to showers at the Clear Creek recreation center. This facility includes a gym, pool, jacuzzi, and full bathrooms as well.

WATER

Potable water will be brought into the campground by AVA. It is every guide's responsibility to make sure the water dispensing area stays clean for everyone.

KITCHEN

There is no kitchen at Hidden Valley, but there is a limited communal kitchen in the Employee Break Room at the Outpost. The refrigerator and freezer there are for everyone's use and should be kept clean. Any spoiled or rotten food will be thrown away. The Employee Break Room will be locked after the return of the last trip of the day and cannot be accessed afterhours. Camp stoves are permitted at campsites but must be kept clean and stored properly when not in use.

TRASH AND RECYCLING

Our goal is always to reduce waste at Hidden Valley and avoid attracting wildlife. There will be receptacles for trash and recycling. These are maintained by the Hidden Valley Mayor or general management. If these receptacles require attention, alert the Hidden Valley Mayor or general management. AVA Rafting & Zipline does not provide trash bags. All employees are responsible for disposing of their personal trash/recycling properly. Please break down your boxes before placing them in the appropriate bin. Failure to take your trash/recycling to the appropriate bins may result in a charge to your account. There is no composting permitted at Camp; all food waste must be disposed of properly to prevent animals. Any employee or guest found littering or keeping an unclean campsite will be removed from Hidden Valley. Employees are expected to assist the Hidden Valley Mayor and general management in the removal of recycling twice per month.

LIGHTING

There will be no additional light sources provided at Hidden Valley. Headlamps are highly encouraged to safely navigate the campgrounds at night.

PARKING

Absolutely no vehicles greater than 20 feet in length will be allowed. No camper trailers or RVs are permitted either. Each campsite is allotted one parking spot that can fit only a single vehicle. No additional vehicles will be allowed. All vehicles must be parked in the designated parking spots. Vehicles can never be driven into the campground. All sites are walk-in. No vehicles may be parked along the roadway or blocking any roads. Any abandoned vehicles will be towed at the owner's expense. Storage charges will apply. We reserve the right to terminate working and living relationships over abandonment of vehicles.

STORAGE

There are no storage lockers at Hidden Valley. Items must be stored at a campsite or in a vehicle. Raft guides will have a personal storage area at the Outpost to store gear. Aerial guides will have a place to store harnesses in the gear room at the Outpost.

WI-FI

There is no Wi-Fi provided at Hidden Valley.

LAUNDRY

There are no laundry facilities at camp for personal use; however, there is a laundromat in Idaho Springs: Clear Creek Laundromat at 1347 Idaho St, Idaho Springs, CO 80452. This is less than a half mile away from the Outpost.

MEDICAL CARE

There are a variety of local health and wellness clinics (medical, dental, behavioral, etc.) in Idaho Springs. For emergency medical care, dial 911.

GENERAL MEDICAL HEALTH CLINIC

Clear Creek County Health and Wellness Center | 1969 Minor St, Idaho Springs, CO 80452 | (303) 670-7540

MENTAL HEALTH SERVICES

Jefferson Center for Mental Health | 1969 Minor St, Idaho Springs, CO 80452 | (303) 425-0300

DENTAL SERVICES

Colorado Dental Co. | 521 Colorado Blvd, Idaho Springs, CO 80452 | (303) 567-4412

VISION SERVICES

Foothills Eye Clinic | 952 Swede Gulch Rd, Evergreen CO 80439 | (303)526-0534

MOVING OUT

CHECK-OUT PROCESS

Be sure to inform the General Manager, Camp Mayor, or HR at least 48 hours before you plan to move out so an inspection can be arranged. All employee campsites must be inspected and approved by the General Manager or Hidden Valley Mayor before an employee will be released from this Agreement. Any employee that leaves an unclean campsite at Hidden Valley with or without a campsite inspection may incur an additional Rent payment and fines, as detailed below, to cover the time needed to clean their campsite. Any employee that leaves an unclean campsite in Hidden Valley without inspection will not be permitted to stay at Hidden Valley for any subsequent seasons with AVA Rafting & Zipline.

TERMINATION OF RENTAL AGREEMENT (IMMEDIATE EVICTIONS)

Either party hereto shall have the right to terminate this Rental Agreement at any time upon giving not less than twenty-four (24) hours written notice to the other party, upon which Tenant shall vacate the Premises. Tenant shall not be considered to have vacated the Premises as long as he/she has failed to remove all personal items on property. It is expressly agreed and understood by Tenant that his/her tenancy is strictly dependent upon Tenant's continued employment and Tenant agrees to vacate the Premises within the time period as outlined within the termination notice. AVA Rafting & Zipline reserves the right to remove any resident immediately and without notice. As Tenant's failure to vacate the Premises will cause Landlord damages which are difficult or impossible to calculate, Tenant agrees that if Tenant does not vacate the Premises within the time period as outlined after the delivery of any termination notice, Landlord shall seek eviction with liquidated damages in the amount of fifty dollars (\$50) per day until Tenant vacates the Premises, in addition to the rents required by this lease. Failure to vacate the property within the time period as outlined after termination of rental agreement will result in the Landlord filing an eviction case with the courthouse and will proceed to take possession of the premises.

SUMMARY OF FINES

The following is a summary of fines that may be assessed for failing to comply with the policies outlined in this handbook and lease agreement.

- Failure to pay rent on time up to \$10.00/day
- Cleaning fee, \$50 to \$200
- Damage of company property, assessed according to the cost to repair or replace

HIDDEN VALLEY RENTAL AGREEMENT

This Rental Agreement is entered into this ____ (day) of _____ (month), 20____ (year), between AVA Rafting & Zipline. (hereinafter called "Landlord"), and _____ (hereinafter called "Tenant"). Whenever the words "Landlord" and "Tenant" are used in this lease as the context requires, they shall be deemed to refer equally to persons of both sexes and to corporations and partnerships, singular to include plural and plurals to include singular.

Landlord does hereby lease and rent to Tenant the living accommodations known as Hidden Valley, located in Idaho Springs, Colorado (the "Premises"). The Premises shall be used solely as a dwelling by Tenant commencing on the date stated above and continuing until terminated at the will of either Landlord or Tenant, provided, that in no event shall Tenant remain in possession of the Premises if Tenant's employment with Landlord (or binding company) is terminated for any reason.

IN CONSIDERATION WHEREOF, and the terms contained herein, it is hereby agreed as follows:

RENT

Tenant agrees to pay rent to Landlord, in the seasonal amount of **\$400.00** dollars per person. The Tenant will pay three-fourth of this rent (\$300/person) on or before 5/1/24. The Tenant will provide a valid credit card at that time. On 7/1/24, the Landlord will charge the remaining one-fourth of the rent payment (\$100/person) on the given credit card. The \$400 rent will cover the cost of a single resident for the entire 2024 AVA season at Idaho Springs. All payments are non-refundable. As this is seasonal rent, no discounts will be given to the Tenant if they decide to reside at the Premise for a shorter period than the Premises' seasonal operation from the first week of May (or April 1st for aerial guides working pre-season) to the second week of September. Notwithstanding that this Rental Agreement is a tenancy at will and rent shall accrue on a daily basis. Tenant hereby authorizes Landlord to deduct and agrees to the deduction from Tenant's compensation resulting from its employment with Landlord of any and all additional fees, fines, and amounts due that are surplus to the seasonal rent and payable by Tenant hereunder, in such amounts and at such frequency as Landlord may in its sole discretion determine. LANDLORD RESERVES THE RIGHT TO CHANGE THE RENTAL RATE AT ITS DISCRETION UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE TO TENANT. TENANT WILL HAVE THE OPTION TO EITHER (A) ACCEPT SUCH CHANGE OR (B) VACATE THE PREMISES, IN WHICH EVENT, IF THE PREMISES IS NOT VACATED BY THE EFFECTIVE DATE OF THE NEW RATE, SUCH RATE WILL BE DEEMED TO BE IN EFFECT AND ACCEPTED BY TENANT.

If Tenant fails to make the rental payments as specified above, Landlord has Tenant's express permission to evict Tenant under the provisions of the Laws of the State of Colorado, notwithstanding the fact that those sharing the property with Tenant may have paid their portion of the rent.

TERMINATION OF RENTAL AGREEMENT (IMMEDIATE EVICTIONS)

Either party hereto shall have the right to terminate this Rental Agreement at any time upon giving not less than twenty-four (24) hours written notice to the other party, upon which Tenant shall vacate the Premises. Tenant shall not be considered to have vacated the Premises as long as he/she has failed to remove all personal property. It is expressly agreed and understood by Tenant that his/her tenancy is strictly dependent upon Tenant's continued employment and Tenant agrees to vacate the Premises within the time period as outlined. As Tenant's failure to vacate the Premises will cause Landlord damages which are difficult or impossible to calculate, Tenant agrees that if Tenant does not vacate the Premises within seventy-two (72) hours after the delivery of any termination notice, Landlord shall seek eviction with liquidated damages in the amount of fifty dollars (\$50) per day until Tenant vacates the Premises, in addition to the rents required by this lease.

NO SUBLETTING OR ASSIGNMENT

Tenant shall not have the right or power to sublet or rent the Premises or any part thereof, not to transfer or assign his/her rights hereunder without the express written permission of Landlord. Any subletting, renting or assignment in violation of the preceding sentence shall be null and void and of no effect. Tenant shall not offer any portion of the Premises for lease or rent by placing on the same any "for rent," or any similar sign or notice, or by advertising the same in any newspaper or place or manner whatsoever without the consent in writing of Landlord.

TENANT'S DUTIES

Tenant, in consideration of the leasing of the Premises, agrees that it shall:

Pay three-fourth of the rent to the Arkansas Valley Adventures/AVA Rafting & Zipline on or before 5/1/24 and the remaining one-fourth of the rent on or before 7/1/24. After an Arrears Notice has been delivered, Tenant has twenty-four (24) hours to contact the HR Manager to arrange payment of past due rent.

Agree to and fully understand that this Rental Agreement is subject to and subordinate to the lien of existing mortgages or trust deeds and Tenant will execute any instrument subordinating this Rental Agreement if requested by Landlord.

Allow Landlord to retake possession of the Premises should the Premises be left vacant or any part of the rent be unpaid and re-rent same at terms in the discretion of Landlord, understanding that Landlord is not obligated to retake said Premises and that the retaking of the Premises does not in any way terminate this Rental Agreement nor Tenant's obligations there under.

Understand and agree that in a mountain environment there may be interruptions in basic services such as power, and water and hold Landlord harmless and not seek any damages against Landlord for any injury or loss resultant from such interruption.

Make all requests for maintenance through the Hidden Valley Mayor. Any maintenance requests not approved by the Hidden Valley Mayor will be the responsibility of the Tenant.

Abide by all rules set forth in the Employee Housing Handbook.

OTHER TERMS

In the event the Premises are rendered totally untenable by fire or other casualty, (whether or not the demised premises are affected) is so injured or destroyed that the Landlord determines within a reasonable time not to rebuild, this Rental Agreement shall cease and the rent shall be prorated as of the date of the fire or other casualty giving rise to such injury or damage. If the Premises shall be partially destroyed or injured by fire or other casualty not arising from the fault or negligence of the Tenant, such that the Premises is not rendered totally untenable, Landlord shall repair the same with reasonable diligence after notice of such destruction or injury and the rent, or an equitable proportion thereof, shall be abated during such time of repair and until such repairs or restoration are completed.

LANDLORD NOT LIABLE

It is expressly agreed and understood by Tenant that Landlord shall not be liable for any damage or injury by water or which may be caused by an act of God, or by carelessness, negligence, or improper conduct on the part of Tenant, or any other tenant. IT IS FURTHER AGREED THAT LANDLORD SHALL HAVE NO RESPONSIBILITY OR LIABILITY

WHATSOEVER FOR LOSS OR DAMAGE TO TENANT'S OWN PERSON OR PERSONAL PROPERTY LOCATED ON THE

PREMISES. Tenant agrees that Tenant will not make any claim, or bring any suit, against Landlord for any injury, loss or damage to person or property occurring on or about the Premises from any cause, and hereby waives any such claims against Landlord and releases and indemnifies Landlord from liability.

DEFAULT AND RE-ENTRY

Should Tenant (i) fail to pay the agreed upon rent, or any part thereof, as the same becomes due, (ii) commit waste in the Premises, or (iii) violate any other term or condition set forth in this Rental Agreement, Landlord shall have the right, at its option, to re-enter the Premises, remove and keep all of Tenant's belongings located on the Premises until such time as damages or unpaid rent is paid, and terminate this Rental Agreement. Any such re- entry shall not bar Landlord's right to recover the rent, or damages for violation of the terms of this Rental Agreement, nor shall the Landlord's receipt and acceptance of rent after such terms are breached be deemed a waiver of such breach.

FAILURE TO VACATE

It is expressly agreed and understood by Tenant that in the event that Tenant does not vacate the Premises within the time period as outlined, Tenant will be deemed a trespasser, subject to criminal prosecution and physical removal, and that Landlord shall have

the right, at its option, in addition to Landlord's other remedies set forth in this Rental Agreement, to re-enter the Premises and remove and keep all Tenant's belongings in the Premises until such time as any damages or unpaid rent are paid and Tenant.

FEES

Should Landlord be compelled to commence or sustain an action at law to collect said rents or part thereof, or for damages, or to dispossess Tenant or to recover possession of the Premises, Tenant agrees to pay all Landlord's costs and expenses in connection therewith, including reasonable attorney's fees and costs.

SALE OF PREMISES

Tenant acknowledges that the Premises may be placed for sale during the term of this Rental Agreement, and/or shown to prospective new lessees. In such event, Tenant shall cooperate with Landlord and allow the same to be shown upon reasonable request of the Landlord or the listing agent. In the event that the Premises is placed under contract for sale or exchange during the term of this Rental Agreement or any extension thereof, this Rental Agreement may be terminated by Landlord in the manner set forth, upon which Tenant shall vacate the Premises. Tenant's obligation to pay rent shall be prorated as of the date Tenant vacated the Premises due to such sale or exchange.

EMPLOYEE HOUSING AVAILABILITY

Any resident of the Premises must be an employee/significant other to an employee of Landlord. Tenant understands that housing is provided on a space available basis.

NO DISTURBANCE

Tenant shall not use, nor shall he/she allow others to use the Premises for any purpose which will injure the reputation of Landlord or which will disturb the tenants or inhabitants of the Premises or which is considered a nuisance.

RIGHTS TO ACCESS

It is mutually understood and agreed upon that the Landlord and its agents shall have access to the Premises at all times to perform any of the following:

- Inspection to determine compliance with the Rental Agreement Policies;
- Showing of the Premises to prospective tenants; or
- To make repairs, additions, or alteration, as necessary.

VANDALISM

To compensate for vandalism to Hidden Valley, Tenant hereby expressly agrees to assume a pro rata responsibility. All moneys needed to repair the areas affected by damage will be paid for in equal parts among all tenants of the Premises. Landlord may add such moneys to the rental payment(s) due from Tenant. Tenant shall be only responsible for the damage which occurred while Tenant resided on the Premises.

NO UNLAWFUL ACTS

Tenant agrees not to keep or permit or give permission to others to keep flammable fluids, firearms or other weapons, or explosives on the Premises. Tenant shall not permit or give permission for any unlawful act to be committed on the Premises nor shall he/she permit the Premises to be used as a boarding, or lodging, for any purpose which will increase the insurance rate or jeopardize Landlord's relationships. Tenant agrees they will not use the premises for illegal purposes.

ABANDONED BELONGINGS

On or before vacating the Premises, Tenant shall remove all of his/her personal property from the Premises. All property not so removed shall be deemed abandoned and may be disposed of by Landlord after a one-week period.

RULES AND REGULATIONS

Tenant shall comply with all the rules and regulations concerning the Premises which are now in force and posted on or about the Premises, or otherwise brought to the attention of Tenant, in regard to the grounds as a whole. Tenant shall comply with the rules otherwise found in the Hidden Valley Handbook and Rental Agreement documents and the AVA Rafting & Zipline Employee Handbook.

PHOTO RELEASE

I realize and understand that from time to time I may be photographed while in the performance of my duties or while participating in employee events such as employee gatherings and meals, or other events hosted by AVA Rafting & Zipline. I hereby give my permission and consent to AVA Rafting & Zipline to use my image, appearance, photograph and likeness throughout the world in perpetuity in any and all media now known or hereafter devised in connection with the promotion, advertising and publicizing of AVA Rafting & Zipline/Arkansas Valley Adventures or any future companies incorporated in common ownership or any event or activity sponsored or promoted by them and for any internal communications on the internet or in yearbooks, newsletters (collective the "Publicity"). I understand and agree that the Publicity may be conducted throughout the world in all forms of media including but not limited to all forms of television, cable, videos, photos, and the Internet.

I waive any right that I may have to inspect or approve any item that may use my name, voice, likeness or image in connection with the Publicity including any use of my recognizable likeness, name and/or image on merchandise. I acknowledge and agree that any use of my recognizable likeness, name and/or image which may appear in the Publicity will be without any further compensation to me. Parent/Guardian, if signing on behalf of a minor, does hereby acknowledge and agree to this release on behalf of the parent/guardian and the minor.

HIDDEN VALLEY HANDBOOK AND LEASE AGREEMENT

Hidden Valley
39°44'22.3"N 105°29'55.6"W
Idaho Springs, CO 80452

Full Name:

Date of Birth:

Phone Number:

E-mail:

Department/Company:

I hereby state that I have read and understand this Hidden Valley Lease Agreement and Handbook and agree to follow these guidelines and those explained to me by the Hidden Valley Mayor/General Management Team/HR staff upon check-in.

The undersigned has read the foregoing Hidden Valley Agreement and Handbook, agrees that ALL claims whatsoever, arising from this agreement, shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in the Idaho Springs, Colorado, or in Federal Court for the District of Colorado.

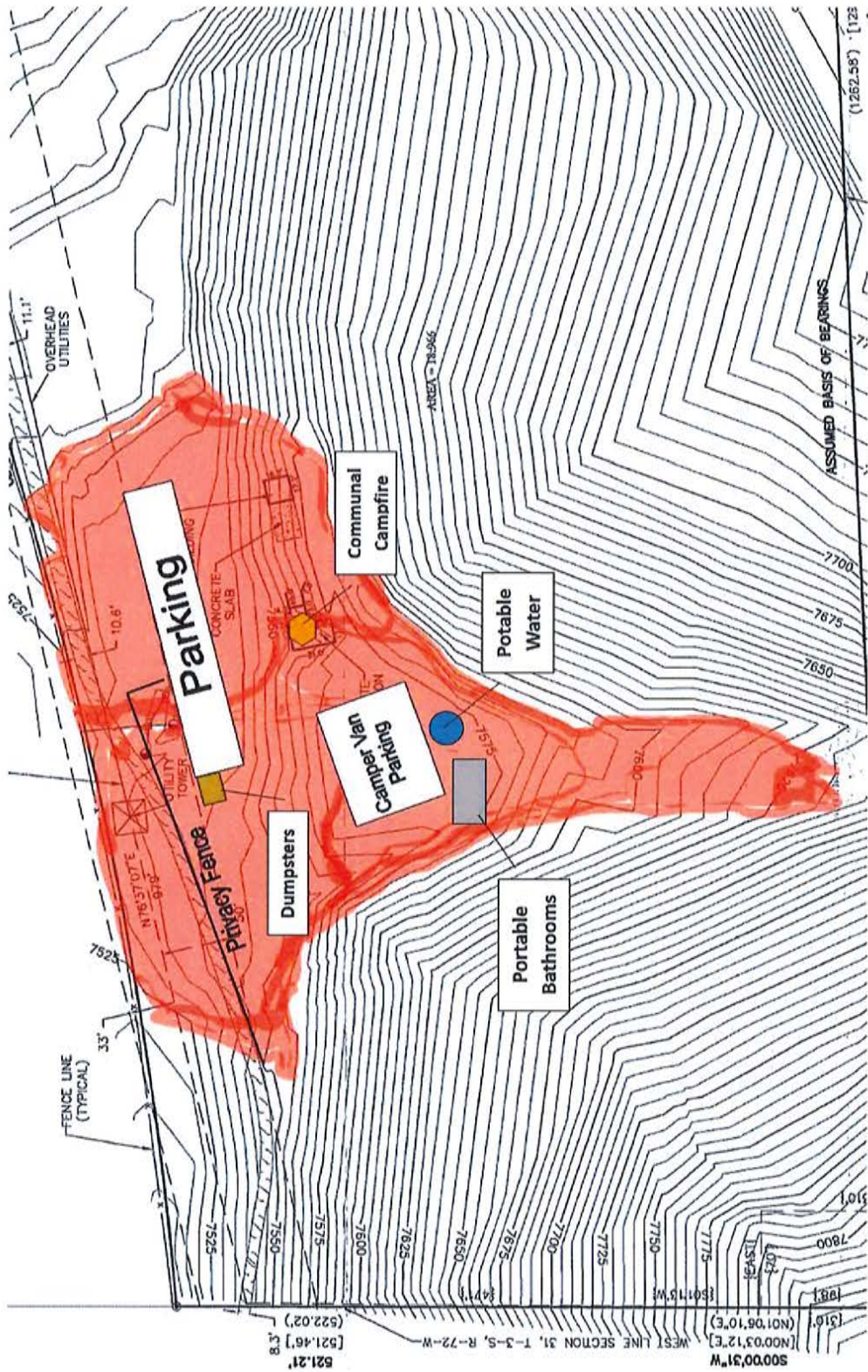
The foregoing Hidden Valley Rental Agreement and Handbook shall be binding to the fullest extent permitted by law. If any provision of this document is found to be unenforceable, the remaining terms shall be enforceable. This Release shall be binding upon Tenant/Resident's assignees, subrogees, distributors, heirs, next of kin, executors, and personal representatives.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ALL ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

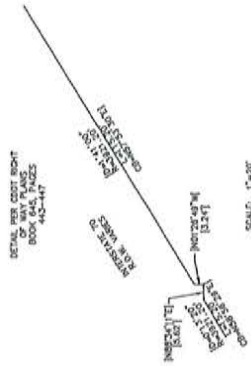
Resident Signature:

Hidden Valley Representative Signature:

Date:



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CLEAR CREEK, STATE OF COLORADO.



LEGAL DESCRIPTION:

[illegible]

NOTES

- [illegible]

BASIS OF REVENUES

THE ASSUMED BEARING OF N87°24'10"E WAS DETERMINED BY THE FOUND 3" BRASS CAPS, MONUMENTING THE SOUTHWEST CORNER AND THE WEST SIXTEENTH CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

ALTA CERTIFICATION

Dr. ROCKY MOUNTAIN INC. A COLORADO NONPROFIT CORPORATION, 1203 SOUTH
SANTÉ FE DRIVE, DENVER, CO 80221.

DATED THIS 07 DAY OF



Source: *Author's calculations*.

FILING CERTIFICATE

DEPOSITED THIS _____ DAY OF _____ 2004, AT _____
IN BOOK _____ OF THE COUNTY SURVEYORS LAND SURVEY/RIGHT-OF-WAY
SURVEYS AT PAGE _____ RECEPTION NO. _____
COUNTY SURVEYOR _____

BY DEPUTY COUNTY SURGEON

BY DEPUTY COUNTY SURVEYOR

1 OF 133HS

BY DEPUTY COUNTY SHERIFF

ALTA/ACSM SURVEY
ROCKY MOUNTAIN HDC
P.O. BOX 9189
DENVER, CO 80209
5-2653 FAX: 303-785-

303-725-2653 FAX: 303-785-0032

Job No. K250399
Date: 01/07/04

100

1 OF 133HS

1 OF 133HS

A Part of the SW 1/4 of Section 31, Township 3 South, Range 73 West of the 6th Principal Meridian
County of Clear Creek, State of Colorado

[illegible]

1. Notice. According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. If 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 herein.
2. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to article statute 18-6-508, C.R.S.

1. All dimensions shown herein are expressed in U.S. Survey feet and decimals thereon.
2. The U.S. Survey foot is defined as exactly 1200/3937 inches. All bearings shown on this plan are true bearings.
3. This survey does not constitute a title search by Clear Creek Surveying to determine title or ownership of the land. Research for this survey was performed in accordance with the standards of the American Surveying and Mapping Association. The title board of literature for architects, professional engineers and professional land surveyors for this title commitment was provided for this survey.
4. This survey is subject to the easements shown thereon.
5. There is no value and apparent or latent easements shown on this subject property and no adjoining property. Clear Creek Surveying was not provided with and did not research any public documents affecting or granting the use.
6. The surveyor is not responsible for the accuracy of the data shown on this plan. Any locations of underground utilities are revealed, the utility will know it can be verified by other field probing or constant the appropriate utility company. Clear Creek Surveying is not responsible for the accuracy of the data shown on this plan. If the failure to note the location of non-utility utilities.

I, Weston D. Speers, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this survey was made in accordance with applicable standards of practice, was prepared under my responsible charge based on a field survey performed in February 2024 and to the best of my professional knowledge, information and belief is an accurate representation of that field survey. This is not a warranty or warranty, either expressed or implied.

Section 21, Spreen, Professional Land Surveyors
Colorado P.L.S. No. 380726
for and on behalf of Clear Creek Surveying

This plot was filed for record in the office of the County Clerk and Recorder of Clear Creek County this day of _____, 20____ at _____, in book _____, reception number _____.

Clark and Barnard



	Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80432 (303) 563-1755	Client: City of Idaho Springs S31, T35, R19W of the 6th P.M. Section No. 24-13 1

Idaho Springs Council Members
1711 Miner St
Idaho Springs, CO 80452
18th March, 2024

Dear Council Members,

We are writing to request approval for a Conditional Use Permit that would grant us permission to camp our seasonal workers in the town of Idaho Springs.

For over 20 years, we have operated a rafting and zipline company in town, bringing thousands of people annually to experience the nature, beauty, and local establishments of the area. In that time, we have cultivated a deep love for Idaho Springs and care for the well-being and happiness of its citizens. However, we are also aware that our seasonal workers' choice of living arrangements has from time-to-time added strain to our relationship with the local community.

Recently, we've been able to procure a piece of property we feel would be ideal for seasonal camping. It is in an isolated area with no neighbors nearby. The property would allow us to achieve our vision of providing a clean, secure, and well-maintained communal environment that promotes a balanced and healthy lifestyle for around 20-30 of our seasonal employees. If approved for a CUP, our hope is to have our employees begin camping there in April this year, although the beginning of May might be a more achievable timeframe.

A map of the location with a concept plan has been included for your review. If allowed to camp, we plan on making the following improvements to the property:

Parking

We have mapped out two areas for parking on flat sections of the property. After clearing the brush in those areas, we have identified approximately 40-50 parking spots. Driving lanes were also identified. Our plan is to designate parking spots for our employees and erect a privacy fence along the preexisting road.

Bathrooms

We have sourced companies to procure portable bathrooms with the plan to set up 4 of them on the level area by the camper van parking lot.

Waste Management

We would have two large dumpsters for trash and recycling positioned in our parking lot and close to the preexisting road for easy access. Our plan is to employ the company we are currently using at our outpost in Idaho Springs to dispose of the waste.

Drinking Water

We would truck in potable water to the property and position the water station by the camper van parking lot. We already have a couple companies in mind to do so.

Camping

The plan is to construct raised platforms on the hillside for our employees to have flattened out campsites.

Communal Campfire

The property has a preexisting concrete area that we plan to convert into a communal campfire site. It is approximately 10' by 10' in size surrounded by cement. This would be the only location campfires are permitted on the premise, and we would ensure it follows all fire codes.

Our closest neighbors to this property are across the interstate with the interstate drowning out any camp noise. This means that there will be negligible impact on any neighbors. Due to its proximity to our outpost, our employees will be instructed to bike to work, which means there will be minimal increase in vehicle traffic in the area as well.

We are seeking a Conditional Use Permit to grant us camping for this 2024 summer season (April through middle of September). We can view this as a trial run. If the year is a success, our desire is to establish the campground as a permanent campground for our summer seasonal employees and plan to go through the processes necessary to do so. Also, we are aware that Clear Creek County has minor camping permits for outdoor recreation and suggest to base this variance off of the rules and regulations that already exist for the county.

We bring with us over 20 years of experience operating another seasonal workforce campground in Buena Vista. To give you an idea of how we manage camping for staff, we decided to include our camping manual and lease agreement for that location as well.

Our hope is that this proposal will alleviate any tensions moving forward with the community that have arisen from our staff camping in non-authorized areas so that all of us can best enjoy the town that we love.

Thank you for your time and consideration of our proposal.

Sincerely,
Duke Bradford

Comments – AVA Rafting and Ziplining Employee Camping Conditional Use Permit Request for Silver Spruce Annexation Parcel

1. Rick Wells, Clear Creek County Resident

*Attention: Dylan Graves
Community Development Planner*

Members of the Idaho Springs Planning Commission

I am unfortunately unable to attend tonight's meeting due to a prior commitment, but would like to put forth my concerns with this proposal for the commission's consideration.

I have been a resident in Clear Creek County since 2013 and I am a native Coloradan that has worked, played and invested my time and money in this community for as long as I can remember.

Around 7 or 8 years ago transient people and seasonal workers including some of the staff from AVA were largely responsible for the Forest Dept closing down much of the disbursed camping up 103 because they left the areas trashy (did not gather nor pack out their trash, made makeshift toilets areas leaving toilet paper and feces on the ground and lots of pet waste). They often had scattered campfires without regard to burn regulations and didn't fully extinguish fires before retiring for the evening. There were also similar issues with transient's and seasonal laborers near Montane Park and up Soda Creek on public and private property. My wife and I personally would go out to some of the more popular areas along the road and gather cans and bottles and what trash we could to keep it from further devolving, while the USFS was trying to get the situation under control. At the time I had a fairly close relationship with some of the Ranger's in the USFS including local leadership so this isn't speculation, this is listening to the first person frustration and actual plans as they were formed and implemented.

My concerns for the proposed campsite are:

1- Fire. Has the Clear Creek Fire Authority Signed off on this?

There is no access to water. Campfires should never be allowed.

There is no hydrant or water source nearby. All water would have to be trucked in to fight a fire.

Only one major vehicle road in, other egress is restricted to foot and bicycle traffic for the most part.

2- Trash and Waste. Will there be regular bear-proof trash receptacles emptied regularly? Will there be Portable toilets anchored, and cleaned? Who will be responsible for the overall condition of this campground?

3-Safety. Has the Idaho Springs PD signed off on the safety plan? The bike/walking path is frequently used by locals going to and from the city in the summer. Is there adequate parking that won't obstruct the path or interfere with other community events (RapidGrass, Sports, etc...)

4- Precedents. What is the likelihood that this act will open the door to many more such acts? It seems like an argument can be made that going forward, the Safeguards used and established for this purpose could or will be leveraged in the future and are we prepared for that consequence?

I'm not certain who will police the area to ensure it has adequate sanitation and trash removal and that fires will not be allowed in anyway that would jeopardize the community. With the ever increasing risk of drought and global warming I am more than concerned. I know we have a perplexing unmet need for seasonal worker's housing but this might not be the right answer if it is not regulated and supervised tightly.

I plan on attending the City Council Meeting on Monday to voice my concerns and see what safeguards are going to be provided should it move forward.

Rick Wells

Referral Comments – Cleark Creek Fire Authority – Kelly Babeon, Fire Chief

Our Engines and an ambulance can access the property as it is. I would be curious what Buena Vista required for the development they have there. The Fire Pit area is likely safe if managed and attended while in use. I would suggest a gas fired appliance that could be used during fire bans and with far less risk exposure from failure to fully extinguish.

It would be necessary to have a site plan for the proposed camp sites with contour lines to give us an idea of access ability for medical and other responses.

IDAHO SPRINGS PLANNING COMMISSION STAFF REPORT

Meeting Date: Tuesday, April 3, 2024	Page 1 of 6	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.

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

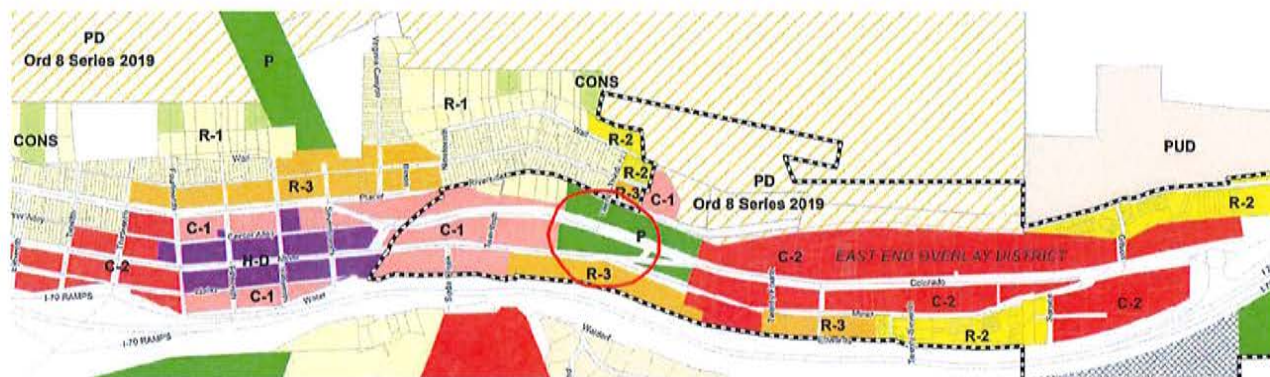
BACKGROUND:



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 City Council will act on a rezoning via ordinance.

The first reading for the proposed ordinance approving this rezoning was done at the March 25, 2024, City Council meeting. The second reading for the proposed ordinance is scheduled for April 22, 2024. Any comments, proposed conditions, or changes that are brought about during the April 3 Planning Commission meeting will be added to the application and this staff report prior to the schedule April 22, 2024, City Council 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. 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.

Future redevelopment opportunities associated with the C-1 zoning district can help further development and vitality on the East End if potential future uses bring additional visitors and vehicular and foot traffic to the East End of the City, though redevelopment is not .

- *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. Whether this has been a legal, nonconforming use per Sec. 21-12 is unclear. Sec 21-12 states that a nonconforming use shall include any legally existing use, whether within a building or on a tract of land, which does not conform to the use regulations of this Chapter for the district in which such nonconforming use is located, either at the effective date of this Code or because of subsequent amendments which may be incorporated into this Chapter. It further states that a nonconforming use may be continued, and a nonconforming building may continue to be occupied until such a time that a change of use occurs, at which point the nonconforming use may be changed only to a conforming use. Staff has not analyzed the use and building to confirm whether it meets the criteria in Sec. 21-12 to be considered nonconforming, but there is a chance that the present uses are simply not permitted, as they were established while the zoning was Park & Recreation (P).

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 Parking) 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. to the west of the development towards the historic downtown). There is also multi-family senior housing several blocks west of the subject parcel, also in the C-1 zoning district. The zoning

directly west of the property between I-70 and Colorado Boulevard is 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 should the property become available for redevelopment.

PLANNING STAFF RECOMMENDATION:

Staff recommends that the Planning Commission recommend 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.

**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.t (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 A. Bowland
Robert Bowland President

LANDLORD: City of Idaho Springs

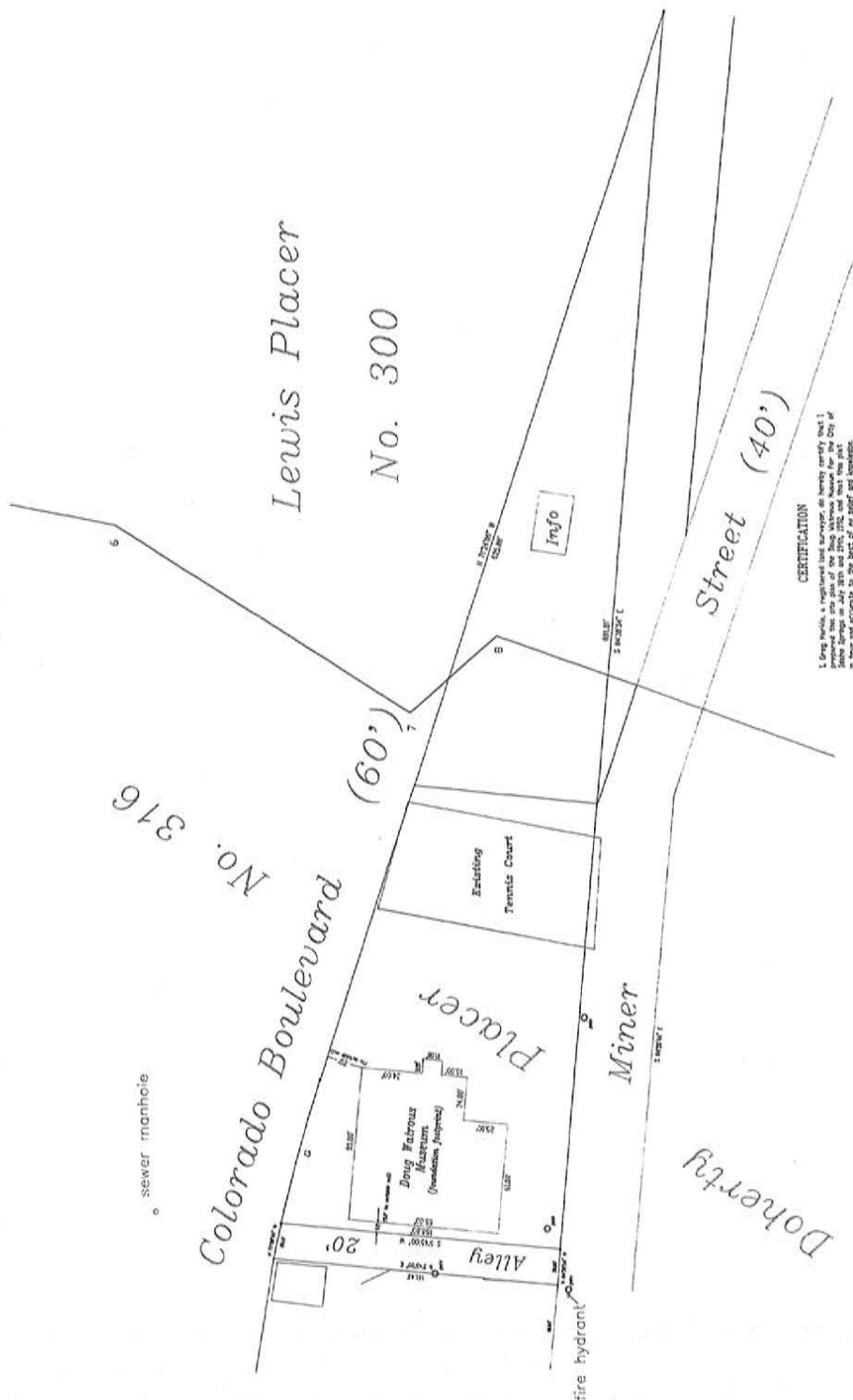
By: Jackson P. Morgan, Jr.
Jackson P. Morgan, Jr. Mayor

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'

91-77	Doherty & Lewis Placers
	Heritage Park Museum
	SE 1/4 Sec 36, T3S, R73W
	CLIENT: City of Idaho Springs
	DATE: July 1989
	BY: [Signature]
	CHECKED: [Signature]
	APPROVED: [Signature]

CERTIFICATION
I, Greg Nichols, a registered land surveyor, do hereby certify that I have surveyed the above described property and that the same is true and accurate to the best of my skill and knowledge.
G. Nichols
7/1/89

NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENT ANY LEGAL ACTION BASED UPON
ANY DEFECT IN THIS SURVEY OR ANY INSTRUMENT HEREON IN THIS STATE THE
COMMANDED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION, BEHOLD HEREIN.

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



Excellence 47 300 square feet (1,284 sqm), more or less.

