



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
CITY HALL**

**City Council Chambers
1711 Miner Street, Idaho Springs CO 80452
MONDAY, MARCH 27, 2023**

5:30 P.M.

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(a) and (b) to confer with the City Attorney about the potential conveyance of real property to the City and the Jacobs House relocation.

ADJOURNMENT



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

NOTICE AND AGENDA
WORK SESSION
Idaho Springs City Council
1711 Miner Street
Monday, March 27, 2023 – 6:00 p.m.

**NOTICE AND AGENDA OF
WORK SESSION
MONDAY MARCH 27th, 2023 6:00 p.m.**

- ❖ Low Income Household Water Assistance Program (LIHWAP) & Low-Income Energy Assistance Program (LEAP)
- ❖ Mobility Hub Land Swap & Buildings Relocation Memorandum of Understanding (MOU)
- ❖ Downtown Marketplace Update

**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>

Low Income Household Assistance Program (LIHWAP) Frequently Asked Questions for water vendors

Q: Is this a permanent program?

A: The water program has not been made permanent at this time. We will be running the program until funding has dissipated, or until the season has ended April 30, 2023, whichever comes first.

Q: How do applicants qualify for LIHWAP?

A: Applicants would need to first complete a LEAP application. Along with the LEAP application there is a water addendum that would need to be completed, which indicates they are also interested in getting assistance with their water bill. * Please note to qualify for LIHWAP assistance, the applicant does have to be approved for LEAP.

Q: Where can applicants apply for LEAP/LIHWAP?

A: Applicants can apply through their local Human Service agency. They can also go to our website: <https://cdhs.colorado.gov/leap>, or call 1866-HEAT-HELP(1-866-432-8435) or go to our online application portal at Colorado Peak: https://peak--coloradopeak.force.com/peak/s/peak-landing-page?language=en_US.

Q: How do you know the amount to pay for applicants?

A: The vendor contact person listed on the contract signed will be used by the eligibility technician to call or email for the balance of the approved applicant. This is also when you would receive a commitment to pay the full amount provided for water services ONLY.

Q: How often are payments made?

A: Payments are made monthly. We process payments at the beginning of the month for the previous month.

How will payments be received?

Whatever payment method you signed up for with your vendor agreement, unless changed after is how payments will be processed. Either via EFT (direct deposit), or by the mailing of a paper warrant.

Q: How long does it take to receive payments?

A: We submit payments to accounting the first week of the month. Accounting has 7-10 business days to process the payments. If the payment is a warrant, it is issued the next business day and mailed out. Mailing can take an additional 7-10 business days to get to the vendor depending on USPS. For EFT payments the funds are sent the next business day after being approved, and it may take 3 business days to show up in the vendor's account. * Please note remittance advices are sent to vendor's once the payment is approved. But the payments still may not show up in the account just yet.

Q: How do I know what accounts to apply payments to?

A: Once payments are sent to accounting, we send you a reconciliation report that needs to be completed once payments are received and applied to the accounts. The report lists the names and account numbers and amounts for the customer that will need to be credited.

Q: When does the Reconciliation report need to be returned?

A: Reconciliation reports are due by the 15th of the following month. (Ex. Recon sent 7/5/2022 will be due back 8/15/2022) send back to cdhs_lihwap_program@state.co.us

Q: Do I have to file any tax documents for receiving LIHWAP funds?

A: There are not any tax documents you would be required to complete. As a vendor you are receiving funds based on the applicant qualifying for assistance. We handle all the federal reporting portions.

Q: Am I responsible for any auditing or federal reporting?

A: No, The LEAP/LIHWAP program is responsible for implementing the program according to the federal guidelines. Vendors are not required to participate in any federal reporting or

auditing. The only reporting vendors are responsible for is completing the monthly reconciliation report.

Hopps - CDHS, Maria <maria.hopps@state.co.us>

Tue, Dec 13, 2022,
12:51 PM

Hi Tracy,

Here are the answers to their questions in blue.

The city can't provide personal info on utility customers. In CORA statutes. How do those mechanics work?

Can CDHS ask for only the address?

Can customers sign waivers or something else?

Our clients sign page 4 of the application which is their consent to us to obtain information and the only information we're asking for is confirming the account number the client provided and the balance. If that doesn't suffice for them, we can have the clients call or email and give consent that way, it just takes longer and delays the process.

Concerned about being considered the grantee. Would the be considered the grantee? The water provider is not the grantee. The State of Colorado is the grantee and responsible for all reporting obligations to the federal government. The State of Colorado is issuing payments to the water provider on behalf of our clients.

It could impact the tabor cap.

They are concerned it could put them over the single audit limit. When combined with other federal revenue, if this puts them over a cap it could cost more in administration than it would to simply forgive the amount due. They have an existing program for folks to ask for debt forgiveness or a payment plan that could be a viable alternative.

What is the administrative burden? It is up to them what the burden is as each entity's accounting processes and systems are different. Typically with some of our vendors, they have a dedicated person who our eligibility technicians reach out to obtain the balance. Then once we make payment, we require that the provider credit the accounts and email us the report we sent them showing they have reconciled the payments.

Cumbersome with the IGA, accounting, analysis, etc.

How much is eligible for reimbursement within Idaho Springs? No reimbursement. If the client has a balance with their water services, we will pay that balance and any fees associated with the water services.

How have the other municipalities done it? What questions did they have? We currently have 180 water providers and that includes multiple municipalities. 1 requires additional consent and the others accept the consent form from our LEAP application. Once the LEAP application is approved, the eligibility technician enters the water information and reaches out to the water provider to find out how much the balance is. If there is a

balance, the eligibility technician enters the amount into the system and lets the water provider know that the client is approved and provides the commit of funds. At the beginning of the month, our LIHWAP coordinator, Tiffany, pulls a report of all the cases approved in the previous calendar month and issues payments to the water providers. The water provider will receive a report from Tiffany that lists all the accounts and amounts we are sending payment for. Once payment is received, the water provider goes through that report and states yes if they have credited the payment to that account.

What is the duration of this program? This is a temporary program and we are required to spend the funds by Sept 2023. We're told that advocates are pushing to make a new water assistance program but so far, a permanent program with dedicated funding has not been created and will take an act of Congress to create.

Hope that helps, if not, let us know.

Thanks,
Maria Hopps
LEAP Program Lead



COLORADO
Office of Economic Security
Division of Food & Energy Assistance

C 303.877.3934
1575 Sherman St, Denver, CO 80203
maria.hopps@state.co.us www.colorado.gov/cdhs/leap



LEAP Water Payments

hopps - CDHS, Maria <maria.hopps@state.co.us>
To: "Troia - CDHS-CTY, Tracy" <tracy.troia@state.co.us>

Wed, Jan 26, 2022 at 3:41 PM

Hi Tracy,

The reason why the agreement needs to be in place is because we cannot issue payments directly to clients like we can for our energy assistance and we are not issuing payments through our LEAP system. The ARPA act that provided us funding for this water program stipulates that we only issue payments to the water provider.

Here is our recorded informational meeting we had earlier in the year: <https://drive.google.com/file/d/1iXdAUygwETVruhQbSL02ElorkCVPaQeH/view>

I've also attached the agreements if you want to review it with them.

Thanks,
Maria Hopps
LEAP Systems and Data Analyst



COLORADO
Office of Economic Security
Division of Food & Energy Assistance

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1575 Sherman St, Denver, CO 80203
maria.hopps@state.co.us | www.colorado.gov/cdhs/leap

[Quoted text hidden]

3 attachments



Final and Correct Attachment A_LIHWAP Terms and Conditions_State Signature Block (2).pdf
145K



Final Agreement.pdf
173K



Clarification on LIHWAP Vendor Agreement 11.8.21.pdf
199K



Clarification on LIHWAP Vendor Agreement

1 message

Kullen - CDHS, Theresa <theresa.kullen@state.co.us>

Mon, Nov 8, 2021 at 11:45 AM

To: Isandoval@ci.alamosa.co.us, jamie@eastalamosa.org, "Kitzmann, Kathleen" <KKitzman@auroragov.org>, srebek@acwwa.com, pratt@acwwa.com, Peter Gibbons <Peter.Gibbons@longmontcolorado.gov>, "Miller, Haley" <Haley.Miller@denverwater.org>, cbroderick@townofdovecreek.com, steve@montezumawater.org, rdalton@pueblowater.org, Brenda Frazzini <bfrazzini@pwmd-co.us>, patrick.farrell@scmwd-pueblo.org, gperez@utewater.org, manager@cliftonwaterdistrict.org, debbieo@gjcity.org, gmueller@townofpallside.org, jvargas@pwsd.org, hyoung@fcgov.com, tdunton@townofignacio.com, Cheryl.Steinberg@thorntonco.gov, Dafne.Fernandez-Perez@thorntonco.gov, tweitzman@fedheights.org, hsackett@cityofwestminster.us, rshamburg@sacwsd.org, dstaub@northglenn.org, bsherman@brightonco.gov, ar@northpecoswater.org, sclarke@nwsd.com, jweller@bennett.co.us, ameis@bennett.co.us, timl@bancroftclover.com, janwalker@bearcreekwater.org, kspicola@pueblowater.org, ramaestas@canoncity.org, dddunaway@canoncity.org, waterbilling@canoncity.org, mywaterbill@cr.gov.com, lmeade@highlandsranch.org, chughes@cherokeemetro.org, valley@ccvwater.net, breyes@broomfield.org, jschoenbacher@evanscolorado.gov, sseslar@evanscolorado.gov, tom.seaba@lajuntacolorado.org, aliza.libby@lajuntacolorado.org, aholland@rockyford-co.gov, swallace@rockyford-co.gov, jbregard@csu.org, customersolutionssupport@eweb.org, v.waterdist_kathy@comcast.net, jokeefe@arvada.org, Tyler.Christoff@cityofaspen.com, Steve.Hunter@cityofaspen.com, lhills@cityofblackhawk.org, dforbes@sterlingcolo.com, ardalanc@bouldercolorado.gov, jarrod.biggs@durangogov.org, jwalker@englewoodco.gov, mbounds@huerfano.us, vglicher@huerfano.us, nbustos@huerfano.us, sheila.hudson@state.co.us, cyoung@huerfano.us, dschwindt@brushcolo.com, kindra.ormsbee@cityoffortmorgan.com, abeierle@cityofgolden.net, utility.billing@greeleygov.com, Catrina.Asher@lafayetteco.gov, avoss@louisvilleco.gov, Nancy.Salazar@cityofloveland.org, egewuerz@cityofmontrose.org, customerservice@northglenn.org, sburkett@steamboatsprings.net, kim.nicholson@thorntonco.gov, shelly.moltr@trinidad.co.gov, dtoker@cliffonwaterdistrict.org, carol.dollard@colostate.edu, ellen@mulhernmre.com, manager@crestviewwater.com, ejones@erwsd.org, info@eccv.org, melissa.colucco@cityofloveland.org, dlighthart@evergreenmetro.org, sean.t.bogren.civ@mail.mil, Billing@fclwd.com, gkropkowski@greenmountainwater.org, customerservice@kcwater.org, dreynolds@lakehurstwater.org, vsantos@lefthandwater.org, adiekhoff@lwd.org, mgarrett@olatheco.us, lance@montezumawater.org, falfone@mwwater.com, bernief@nwcwd.org, cyndi@pawsd.org, alquinn@plattcanyon.org, jdeherrera@pwmd-co.us, barbara@roxwater.org, r.heald@securitysd.com, bjefferson@sacwsd.org, jwebb@southgatedistricts.org, dirish@southgatedistricts.org, info@swmetrowater.org, betsy@svmd.org, rjerath@cmwc.net, kmedina@cmwc.net, taniar@townofbreckenridge.com, lswoboda@estes.org, ehilbig@johnstownco.gov, zachm@silverthorne.org, kathleen@tricitywater.org, customerservice@erwsd.org, kelly@wvsonline.com, CSnyder@townoflimon.com, MBarraza@edgewaterco.com, kathie.dudas@denverwater.org, michelle.garfield@denverwater.org, alix.joseph@denverwater.org, rbyerhof@cityofwestminster.us, jasonm@brothersredevelopment.org, VTaylor@cityofdacono.com, kstroh@cityofdacono.com, blancaco@gojade.org, manager@alamedadistrict.org, bonvewater@comcast.net, calane@plattcanyon.org, creek@ccvwater.net, cnoon@crsofcolorado.com, tlynn@cccfirm.com, dmables@edgewaterco.com, jbertrand@glendale.co.us, vincas@lakewood.org, kmccasky@cmwc.net, manager@greenmountainwater.org, aj@publicalliance.com, tanderson@kcwater.org, manager@lakehurstwater.org, office@meadowbrookwaterdistrict.com, manager@northpecoswater.org, mdemattee@nwsd.com, jjones@sacwsd.org, amoreno@sacwsd.org, barry@wrwdistrict.com, office@willowbrookwater.org, rmitchell@willowwater.org, blocker@bmmetro.com, adownie@fruita.org, lacityclerk81054@gmail.com, ssheffield@tomgov.org, colocitymanager@ghvalley.net, customerservice@fountainutilities.org, customerservice@greenmountainwater.org, lub@lamarlp.com, delnorte1860@outlook.com, Maria Hopps - CDHS <maria.hopps@state.co.us>, Vannesa Pena - CDHS <vannesa.pena@state.co.us>

Dear Potential Water Vendor,

I have heard many concerns from many potential water vendors that agreeing to leave an account connected for 90 days is unreasonable and does not meet your needs once receiving our commitment for payment. This is official notification that the agreement will require a vendor to provide continued service for 30 days/your regular disconnection policies and will no longer require a 90 commitment on your part. (Please retain this email with your vendor agreement.)

In addition, we have many eligibility technicians across the state that are calling water vendors to get past due amounts and I want to thank you for working with us. PLEASE REMEMBER THAT YOU DO NOT HAVE A COMMIT FROM US TO PAY THAT AMOUNT UNTIL WE HAVE THE WATER VENDOR AGREEMENT FROM YOU ON FILE AT THE STATE LIHWAP OFFICE.

Please do not respond to this email and if you have any questions please email
cdhs_lihwap_program@state.co.us

If you have already submitted your water vendor agreement you do not need to do anything else. Again, thank you very much for participating with us in the program and helping to keep the safety and well being of our Colorado households intact. Theresa

Theresa Kullen
LEAP and LIHWAP Manager



COLORADO
Department of Human Services

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT

Agreement made by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and

(hereinafter referred to as the Vendor)

Persons signing for the Vendor hereby swear and affirm that they are authorized to act on the Vendor's behalf and acknowledge that the State is relying on their representations to that effect. By the signature below, the Vendor acknowledges that it has read, understands, and agrees to this Agreement.

Vendor Representative Name	Vendor Signature	Date
WHEREAS,	the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) provide for household drinking water and wastewater assistance to eligible households; and	
WHEREAS,	the purpose of Colorado's Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and	
WHEREAS,	the parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith,	

NOW, therefore it is hereby mutually agreed:

- A. Offer/Acceptance. This LIHWAP Water Vendor Agreement ("Agreement") is between the State and the Vendor. This Agreement is effective upon the Vendor's signature and performance shall start on or after October 1, 2021 and terminates no later than September 30, 2026.
- B. Purpose. This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions (see Exhibit A), Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the State and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- C. The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions, Exhibit A.

D. The Vendor agrees to abide by the following provisions:

1. The Vendor shall not treat a household receiving assistance under the program adversely because of such assistance.
2. The Vendor attests that it is a publicly-owned entity managed by a local or state government or through a public-private partnership.
3. The Vendor shall not discriminate, either in the cost of the goods supplied or the services provided, against the household on whose behalf payments are made.
4. The Vendor shall notify the State at least 30 days prior to any change in business ownership, name, address, Vendor contact information and banking information.
5. The Vendor shall provide drinking water and/or waste water billing, consumption, and arrearages data for each eligible household upon the State's request. The Vendor shall establish a dedicated point of contact to respond to requests for such data.
6. Upon receipt of LIHWAP assistance benefits from the State on behalf of an eligible household, the Vendor shall credit the eligible household's account promptly and no later than ten (10) business days after a payment is received and maintain service for at least 90 days after notification of the LIHWAP benefit payment. If service has been disconnected, the Vendor shall restore service within 48 hours of notification of the LIHWAP benefit payment.
7. The Vendor shall allow all LIHWAP credit balances to remain on the eligible household's account until the LIHWAP benefit has been exhausted. If the eligible household no longer uses the originally approved Vendor shall forward the credit to the eligible household. If the eligible household cannot be located, the Vendor shall return the credit to the State.
8. The Vendor shall return any payments that cannot be credited to an account within ten (10) business days to the State.
9. Upon notification by the State or its designee(s) or discovery by the Vendor of incorrect payments or overpayments, the Vendor shall reimburse those payments to the State within ten (10) business days.
10. The Vendor shall accompany all payments returned to the State with the Vendor name, the household's name, the household account number, the amount returned on behalf of the household and the date and reason for return by the Vendor. Checks returned to the State shall be made out to "Colorado Department of Human Services."
11. The Vendor shall charge the eligible household, in the Vendor's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant.
12. The Vendor shall maintain confidentiality of information provided by the State and its designee(s), about a household's benefit in accordance with applicable Federal and State Laws.
13. The Vendor shall never request personal health information (PHI) from the State. Should the Vendor

obtain PHI from the State or its designees, it shall immediately report receipt of such information to the State and shall immediately return or destroy the PHI. It shall certify in writing to the State that such PHI has been destroyed. If the Vendor believes that returning or destroying the PHI is not feasible, the Vendor shall promptly provide the State with notice of the conditions making return or destruction infeasible. The Vendor shall continue to extend the protections of Sections D(10) and E(5) of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

14. If the Vendor has sent the LIHWAP credit balance funds to the household, and a recovery is necessary, the State will recover from the household, not the Vendor.
15. The Vendor shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the State. The Vendor shall cooperate with all State investigations of suspected fraud or abuse or misconduct. The Vendor may be prosecuted under applicable Federal and State laws for false claims, statements or documents or concealment of material fact.
16. All other requirements of Federal and State laws and regulations shall be adhered to.
17. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice for inspection, audit or other examination and copying, by State representatives or their delegates. Such records shall show the amount of drinking water and waste water delivered to each eligible household, the amount of payments made for drinking water and waste water by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and water costs, and all documents and calculations in establishing the estimated drinking and waste water costs and arrears. All records shall be maintained for a period of three (3) years following the termination of this Agreement. The State, or its designee, reserves the right to monitor the implementation of this Agreement by the Vendor.
18. The Vendor shall provide regular written reconciliation to the State verifying that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
19. Non-compliance by the Vendor with any of the above assurances of this Agreement or applicable law or regulations shall be grounds for immediate termination of this Agreement. Such termination shall include termination of payments on behalf of eligible households and immediate return of credit balances or refunds owed to the State. Such termination is in addition to all other legal remedies available to the State, including investigation or prosecution of fraud in connection with this agreement.
20. All Vendors shall establish an account with a financial institution to receive payments via physical warrants or direct deposit through electronic funds transfer (EFT). The Vendor shall inform the State of any changes in banking information immediately upon the change.
21. LIHWAP assistance benefit payments shall not be made to the Vendor on behalf of an eligible household if:

- i. The eligible household does not pay the Vendor directly for its drinking water or waste water; or
- ii. The LIHWAP benefit will not prevent disconnection or result in restoration of services; or
- iii. This Agreement has not been executed or has expired or been terminated; or
- iv. The eligible household's Vendor cannot be determined or feasibly paid on behalf of the eligible household.

E. The State shall itself or through its designee:

- 1. Promptly advise the Vendor of the name, address, account number, and amount to credit to the account of each eligible household;
- 2. Notify all eligible households of the amount of LIHWAP assistance to be made on their behalf to the Vendor;
- 3. Make timely payments to the Vendor for credit to eligible households for drinking water and waste water supplied in accordance with the terms of this Agreement; and
- 4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law, regulations, or technology.
- 5. The State and its designees shall never transmit PHI to the Vendor. In the event that PHI is shared, the State will confirm that such information is immediately returned or destroyed by the Vendor, in accordance with Section C(11) of this Agreement.

F. General Provisions:

- 1. The term of this Agreement shall be October 1, 2021 (or upon signed approval of this Agreement by the Vendor, whichever is later) through September 30, 2026.
- 2. This Agreement is subject to and contingent upon the continuing availability of federal funds. If insufficient funds, as determined by the State, are available for this program, the State may immediately terminate this Agreement.
- 3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail.
- 4. The Vendor may not assign this Agreement without the prior written consent of the State.
- 5. The Vendor shall comply with all applicable Federal and State laws and regulations, including confidentiality of all records, termination and restoration of drinking water and waste water services, and discrimination. The Vendor certifies that it has all licenses, insurance, and so on required by law for the provision of services hereunder.
- 6. If a situation arises that is not clearly covered by the terms of this Agreement, the Vendor shall seek guidance from the State.

TO: Mayor and City Council
CC: City Administrator Andrew Marsh
FROM: Jonathan Cain, Assistant City Administrator, Interim
Community Development Planner
DATE: March 27, 2023
SUBJECT: 2023 Summer Marketplace Programming
ATTACHMENTS: Calendar and Activation Plan



Background

Staff, in conjunction with the Idaho Springs Chamber of Commerce and the Downtown Business Owners have been working on building a program of events to take place on the Downtown Miner Street Marketplace in 2023.

In 2022, City Council created an "Common Outdoor Dining Area", or CODA that functions as a shared premises for the different establishments that serve beer, wine and liquor downtown. The City has the capability to open the street up for "open carry" of alcoholic beverages during "CODA events". Last year, this was done on a block-by-block basis on Music nights, and once for the entire Downtown on the 4th of July. There were no incidents associated with this new use of Downtown.

2023 Calendar Highlights

- The 2023 Marketplace proposed calendar and activation plan are attached to this staff report. Staff, Business Owners and the Chamber of Commerce have been more focused this year on trying to focus our efforts on building community centric events and events that take place during non "peak season".
- This year is Beau Jo's 50th Anniversary Celebration. There will be a "Pre Street" closure activation of the middle block, 16th-15th avenues on April 1 for a Block Party to celebrate their anniversary.
- Vehicular Traffic on the street is scheduled to end on May 8th. Outdoor areas will be setup between May 9-11th, Patios will open the 12th-14th.
- The Marketplace will close for the season on November 1. Work continues to develop "Winer Season" events Downtown between Thanksgiving and New Years. The City's Tree Lighting Event with Santa has become very popular, and there is desire to build that event out further in 2023.
- New this year are Design Standards for Outdoor Encroachment Areas. These are simple and stated in the documentation that City Businesses receive when applying for Encroachment agreements.

Miner Street Market Activation Plan 2023:

Encroachment Permits Due: April 3rd- email or turned into Wonder Martell

Pre Closure Activation

- April 1st Beau Jo's 50th Anniversary
- 1500 Block will be closed
 - If your business would like to participate please contact Beaujos50th@gmail.com
 - Live Music
 - Face Painters
 - Cornhole
 - Food Specials
- Gold Rush Scavenger Hunt
 - looking for participation of Idaho Springs businesses, please contact Beaujos50th@gmail.com

Closing to Traffic Week of May 8th

Set-up of Outdoor Areas: May 9th-11th -Patios can be open 12th-14th

Encroachment Area Design Standards

- Must not be more than 12 ft from the curb. To allow for a fire lane down the center of Miner
- Cannot attach to and City Property
- Must be secure and resistant to high winds
- City sidewalks and rightaways must be clear and passable
- Displays and patio setups must not impeded water drainage
- Cleanliness and trash removal within your designated area is your responsibility
- Outdoor music is allowed at appropriate volume
- If you would like access to flowers to decorate/activate your space we have the ability to purchase flowers at a significant discount prior to flower arrival on June 1st. Please email idsmarketingalliance@gmail.com with your commitment.

Restaurant Patio Design Standards

- For CODA approved patios: Your premises must be sectioned off with approved City barriers. Barrier style must be listed on your encroachment agreement application.
- For CODA approved patios: at your entrances and exits you must have appropriate and approved signage
- If your Encroachment area extends in front of other businesses, you will need to include a letter of authorization from the business/property owner with your permit application
- Improvements to your patio area each season, using the miner/historical themes.
- Avoid using items that clash with overall theme of the Marketplace
- If you would like city picnic tables please email idsmarketingalliance@gmail.com- 1st come 1st serve- limited quality

Retail/Other Business Design Standards

- Use area to offer additional seating to our visitors
- Cornhole branded boards are available to purchase, please contact Sadie with questions
- Create a display that will be a picture opportunity for people to use and tag your business.
- Create a display of your products or a street sale
- If you would like city picnic tables please email idsmarketingalliance@gmail.com

Market Opens May 12th

(Mother's Day May 14th)

- Weekends in May activities around Historic Preservation Month
 - Looking for ideas, support and marketing
 - Suggestion please email idsmarketingalliance@gmail.com
- River Clean Up Event May 24th CODA Event 1400 Block
 - Work with Raft Companies
 - TommyKnockers Sponsored
 - Looking for other business sponsors (donation of food/drinks)
- Summer Kick Off June 3rd-4th
 - Summer Kick off—Parade June 3rd Time TBD
 - driving/walking up Miner
 - Enters Marketplace on 14th-Drive up Miner St till Riverside, takes left on Riverside, Left on Colorado
 - Graduation Parade included??
 - Music on June 3rd TK Block \$800
 - Vendors on Miner
 - Library booth on Citizen Park Activation space
 - Restaurant Specials- Taste of Idaho Springs
 - Kids Activity (bounce house, Rec?)
- Tuesday Music 6pm-8pm 1600 Block (open carry Event)
 - Starting June 6th
 - Signs will be posted on the barriers on 17th & 16th (no drinks beyond this point)
 - Music ends Sept 5th
- Wednesday Music 6pm-8pm 1500 Block (open carry Event)
 - Starting June 7th
 - Signs will be posted on the barriers on 16th & 15th (no drinks beyond this point)
 - Music ends Sept 6th
- Thursday Music 6pm-8pm 1400 Block (open carry Event)
 - Starting June 8th
 - Signs will be posted on the barriers on 15th & 14th (no drinks beyond this point)
 - Music ends Sept 7th
- Cornhole: Friday nights 6pm-9pm (open carry Event)-
 - NEW FREE cornhole bags are available for pick up at City Hall
 - Signs need to be posted according to the CODA
 - Signs provided by the City
 - Cornhole Manager Responsible for posting Signs
 - Cornhole will rotate by block-
 - Schedule Starts 6/2 ends 9/1
 - 6/2- 1400 Block
 - 6/9- 1500 Block
 - 6/16- 1600 Block
- 4th of July-1st Open Container Event from 17th-14th
 - NO beer or food tents in the Citizen's Park
 - Extra Parking and Shuttle-Rec Center
 - Dunk Tank- Axe Throwing
 - Face Painter-Balloon Art-Chalk Art
 - Bouncy Blow ups-Rec??
 - Bill and Burros
 - Music
 - Stage Rental (ASAP)

- August Events
 - Homecoming Parade and Town Appreciation Event
- 9-11 Heroes Parade on Miner
- Potential: Fall Festival Weekend September 23rd-24th
 - Carnival at Waterwheel Park
 - Food Festival- Taste of Idaho Springs
 - Beer Festival (possible open carry from 17th-14th)
 - Wing & Pretzel Crawl
- Spooky Season on the Market 10/1
 - Fall Decoration Contest (City-wide) Idaho Springs Prize Pack
 - Contest on Instagram & Nomination forms turned in at participating locations
 - Pumpkin on Water Wheel- Public Works will place 10/1
- Halloween Parade and Trunk or Treat Tuesday 10/31
 - Huge Success last year!

Miner Street Breakdown: Nov 1st-2nd

Miner Street Open to Traffic Nov 3rd

May 2023

May 2023							June 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6		4	5	6	7	8	9	10
7	8	9	10	11	12	13	11	12	13	14	15	16	17
14	15	16	17	18	19	20	18	19	20	21	22	23	24
21	22	23	24	25	26	27	25	26	27	28	29	30	
28	29	30	31										

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 30	May 1	2	3	4	5	6
7	8 Miner Street Closes	9	10 Miner Street-Setup	11	12 Miner Street Marketplace Opens	13
14	15	16	17	18	19	20
21	22	23	24 5:00pm River Clean up Event -1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado_80452))	25	26	27
28	29	30	31	Jun 1	2	3

June 2023

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1	2	3
4	5	6	7	8	9	10
Miner Street Summer Kick Off		6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	6:00pm Cornhole-1400 Block-CODA Event (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	Miner Street Summer Kick Off-Full CODA
11	12	13	14	15	16	17
		6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	6:00pm Cornhole-1600 Block-CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	
18	19	20	21	22	23	24
		6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	6:00pm Cornhole-1400 Block-CODA Event (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	
25	26	27	28	29	30	Jul 1
		6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	6:00pm Cornhole- 1500 Block-CODA Event (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	

July 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4 4th of July-Miner Event-Full CODA	5 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St.(1500) Miner	6 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St.(1400) Miner	7 6:00pm Cornhole-1600 Block-CODA (1600 Miner St (1600 Miner St. Idaho Springs,	8
9	10	11 6:00pm Music on Miner- 1600 Block- CODA (1600 Miner St (1600 Miner St. Idaho	12 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St.(1500) Miner	13 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400) Miner	14 6:00pm Cornhole-1400 Block-CODA Event (1600 Miner St (1600 Miner St. Idaho	15
16	17	18 6:00pm Music on Miner- 1600 Block- CODA (1600 Miner St (1600 Miner St. Idaho	19 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St.(1500) Miner	20 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400) Miner	21 6:00pm Cornhole- 1500 Block-CODA Event (1500 Miner St (1500 Miner St. Idaho	22
23	24	25 6:00pm Music on Miner- 1600 Block- CODA (1600 Miner St (1600 Miner St. Idaho	26 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St.(1500) Miner	27 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400) Miner	28 6:00pm Cornhole-1600 Block-CODA (1600 Miner St (1600 Miner St. Idaho Springs,	29
30	31	Aug 1	2	3	4	5

August 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4	5					1	2
6	7	8	9	10	11	12	13	3	4	5	6	7	8
13	14	15	16	17	18	19	20	10	11	12	13	14	15
20	21	22	23	24	25	26	27	17	18	19	20	21	22
27	28	29	30	31				24	25	26	27	28	29
													30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1 6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	2 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	3 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	4 6:00pm Cornhole-1400 Block-CODA Event (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	5
6	7	8 6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	9 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	10 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	11 6:00pm Cornhole- 1500 Block-CODA Event (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	12
13	14	15 6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	16 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	17 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	18 6:00pm Cornhole-1600 Block-CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	19
20	21	22 6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	23 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	24 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	25 6:00pm Cornhole-1400 Block-CODA Event (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	26
27	28	29 6:00pm Music on Miner-1600 Block- CODA (1600 Miner St (1600 Miner St, Idaho Springs, Colorado 80452))	30 6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	31 6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))	Sep 1	2

3/16/2023 11:09 AM

September 2023

September 2023							October 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
					6:00pm Cornhole- 1500 Block-CODA Event (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	
3	4	5	6	7	8	9
		6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1500 Block-CODA (1500 Miner St (1500 Miner St, Idaho Springs, Colorado 80452))	6:00pm Music on Miner-1400 Block-CODA (1400 Miner St (1400 Miner St, Idaho Springs, Colorado 80452))		
10	11	12	13	14	15	16
17	18	19	20	21	22	23
						Miner Street-FALL Beer & Food
24	25	26	27	28	29	30
Miner Street-FALL Beer & Food						

October 2023

October 2023							November 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31 Trunk or Treat-Miner Street	Nov 1	2	3	4



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

NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, March 27, 2023
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA APPROVAL**
 - a) Move to approve the agenda for the March 27, 2023 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
 - a) Move to approve the minutes from March 13, 2023
7. **APPROVAL OF BILLS**
 - a) Move to approve bills to March 27, 2023
8. **PUBLIC COMMENT**
9. **FINANCE OFFICER**
 - a) February Financial Statements
10. **RESOLUTIONS**
 - a) Resolution #5, Series 2023 A Resolution Approving a memorandum of understanding (MOU) between the City and Jack Pine Mining Company Concerning a Potential Land Swap.
11. **ORDINANCE FIRST READING**
 - a) Ordinance # 7, Series 2023 An Ordinance Repealing and Reenacting Section 17-67 of the Idaho Springs Municipal Code Concerning Certain Weapons Possession in Response to Federal Case Law
12. **CITY ATTORNEY**
13. **CITY ADMINISTRATOR**
 - a) Staff report submitted with two requests for action:
 - i. Move to approve a Service Quote from Browns Hill Engineering and Controls in the amount of \$152,210 for programmable logic controller (PLC) replacement at the Water Treatment Plant (account #51-00-5309).
 - ii. Move to approve a proposal from Terracon in the amount of \$25,060 for geotechnical engineering services related to rockfall assessment and mitigation at the Water Treatment Plant (account #51-72-7310)
14. **ADMINISTRATION DEPARTMENT**
 - a) **Assistant City Administrator** - No staff report submitted.
 - b) **Deputy City Clerk** - Staff report submitted with no requests for action.
 - c) **Community Development Planner** - No staff report submitted.
15. **POLICE DEPARTMENT**
 - a) Staff report submitted with no requests for action.
16. **PUBLIC WORKS DEPARTMENT**
 - a) Staff reports submitted with no requests for action.
17. **COMMITTEE REPORTS**
18. **CITY CLERK/TREASURER**

19. MAYOR / COUNCIL

- a) Beau Jo's 50th Anniversary Proclamation
- b) Letters of Support for Xcel Energy and United Power Inc.

20. ADJOURN

- a) Next Work Session Monday April 10, 2023.
- b) Next Regular Meeting on Monday, April 10, 2023

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/idahospings/city-council-live>

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

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

To provide in-person Unscheduled public comment, please sign-in at the entrance to the Council Chambers. To provide remote unscheduled comment, please use this link to join the meeting: <https://us02web.zoom.us/j/88123857147>. You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

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

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
MARCH 13, 2023**

The City Council of the City of Idaho Springs held a regular meeting on March 13, 2023, in council chambers at City Hall. Mayor Harmon called the meeting to order at 7:06 p.m.

Answering the roll were: Chuck Harmon, Jeremy Jones, John Curtis, Scott Pennell, Art Caccavale, Jim Clark and Kate Collier. Also present were Assistant City Administrator Jonathan Cain, City Administrator Andrew Marsh, Police Chief Nate Buseck and Deputy City Clerk Wonder Martell. City Attorney Carmen Beery joined the meeting via Zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Harmon made a motion to approve the modified agenda to remove Ordinance #4, Series 2023 from the agenda as discussed and agreed upon at the work session. Mayor Harmon moved to approve the amended agenda for March 13, 2023. Councilmember Jones seconded, followed by an all-in favor voice vote.

CONFLICT OF INTEREST

Councilmember Jim Clark had a conflict of interest on the bills for Allied Towing and he will abstain from the vote approving the bills.

APPROVAL OF MINUTES

Councilmember Jones moved to approve minutes of February 27, 2023
Councilmember Collier seconded followed by an all-in favor voice vote.

APPROVAL OF BILLS

Councilmember Caccavale moved to approve bills to March 13, 2023
Councilmember Curtis seconded. Second was followed by an all-in favor roll call vote with councilmember Jim Clark abstaining from the vote.

PUBLIC COMMENT

Samantha Dhyne 810 Miner Street with Clear Creek Metropolitan District came to council to ask for a partial waiver of the Special Event Liquor License fees. Ms. Dhyne advised council that the recreation center has 11 events planned this summer with 8 of them having free entry to the event. She has asked council for a 50% reduction in the special event liquor license fee.

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY- PUBLIC HEARING

Public Hearing Modification of Premise Safeway Store #390 located at 2425 Miner Street to be able to stock, store and sell the newly authorized wine for their FMBW license. Mayor Harmon opened the public hearing at 7:13 pm.

APPLICANT TESTIMONY

Applicants Brandon Sandberg with Dill & Dill and Brandy Gaizutis from Safeway were sworn into the public hearing. Mr. Sandberg questioned Ms. Gaizutis on how long she has been the manager at this Safeway and she replied with 6 years as manager and she has been with Safeway for the past 23 years.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

The only position she has not held with the company is Meat Manager. Mr. Sandberg asked Ms. Gaizutis to explain to the authority how she was going to follow the regulations with this new allowance of being able to carry wine at the store. Ms. Gaizutis explained that they participate in the BARS program which is undercover shoppers coming in and asking staff questions about the liquor handling and storage at the store. Ms. Gaizutis also mentioned that the BARS employees have commented on her staff to say they are receptive and knowledgeable.

Ms. Gaizutis also mentioned that they have installed a fisheye camera over the liquor staging area and the storage of the alcohol is in the middle of the back room which is furthest away from the doors and accessible by employees only. In addition to the training and security previously mentioned Ms. Gaizutis also stated that their point of sale system locks up whenever any alcohol is rung up and you cannot move forward until an ID is scanned or a birthdate is entered, there is no way around that step in their system. Councilmember Caccavale asked Attorney Mr. Sandberg if Safeway had taken into account that the liquor store right next door to them was going to be put out of business with this change, Mr. Sandberg stated that was not part of their consideration. With no questions from council and no one in the audience with any comments or concerns, Mayor Harmon closed the public hearing at 7:26pm.

AUTHORITY DISCUSSION

City Attorney Carmen Beery advised the authority that the voters of Colorado passed Proposition 125 fully knowing what the competition would do and that this (competition) was beyond the Scope of criteria in making this decision. Councilmember Caccavale advised that he understands that voters don't think about small business. Councilmember Collier asked the city attorney if the only way you can vote no, is if you have a legal reason. Ms. Beery advised that yes, personal reasons are invalid/unlawful reasons to vote no. Councilmember Collier replied that she knows a lot of people in the wine industry that are going to go out of business with these new rules.

LLA VOTE

Mayor Harmon moved to approve the Modification of Premise Safeway Store #390 located at 2425 Miner Street, councilmember Jones seconded followed by an all in favor roll call vote, with councilmember Collier stating she voted yes under duress. Modification passes 7-0.

RESOLUTIONS

Councilmember Pennell moved to approve Resolution # 4, Series 2023, a Resolution Approving an Amendment to the Charging Station License Agreement Between the City and EV Build, LLC. Councilmember Caccavale seconded. Second was followed by an all-in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Collier moved to approve Ordinance #2, Series 2023 an Ordinance amending section 21-125 and adopting a new section 21-127 of the Idaho Springs Municipal Code to establish a parking fee-in-lieu program. Councilmember Jones seconded. Second was followed by an all-in favor roll call vote.

Councilmember Jones moved to approve Ordinance #3, Series 2023 an Ordinance amending section 17-14 of the Idaho Springs Municipal Code concerning harassment. Councilmember Pennell seconded. Second was followed by an all-in favor roll call vote.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

During work session council decided to strike Ordinance #4, Series 2023 an Ordinance adopting a new section 15-11 of the Idaho Springs Municipal Code concerning engine compression or dynamic braking devices. Ordinance #4 series 2023 is not used.

Councilmember Collier moved to approve Ordinance #5, Series 2023 an ordinance amending section 6-22 of the Idaho Springs municipal code concerning operation of the public library. Councilmember Caccavale seconded. Second was followed by an all-in favor roll call vote.

Councilmember Jones moved to approve Ordinance #6, Series 2023 an Ordinance Amending Section 5-22 and adopting a new Section 22-24 of the Idaho Springs Municipal Code to Establish a Building Code Exemption Review Process For Historically Contributing Buildings and Declaring an Emergency. Councilmember Clark seconded. Second was followed by an all-in favor roll call vote.

ORDINANCE SECOND READING

CITY ATTORNEY

Ms. Beery addressed council and thanked them for following the law, she knows their job is a hard job, and that she appreciates them.

CITY ADMINISTRATOR

Staff report submitted with one request for action. Councilmember Collier moved to approve a Letter Agreement for JVA not to exceed \$71,300 for design engineering services for a water fill station and a sewage dump station at the Water Resource Reclamation Facility. Councilmember Jones seconded followed by an all-in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

Staff report submitted with no requests for action. Assistant City Administrator Jon Cain wanted to give formal recognition to Court Clerk/Deputy Treasurer Kelsey Smith. Ms. Smith has taken on a large challenge, stepping into the role of Deputy Treasurer and assisting with the annual audit. Ms. Smith has worked for the city since 2017 and has consistently gone above and beyond to provide the quality and quantity of diverse services required and expected by the residents of the city.

POLICE DEPARTMENT

Staff report submitted with no requests for action.

PUBLIC WORKS

Staff report submitted with no requests for action. Councilmember Pennell asked Mr. Curtis is in the spring, would the street sweeper start being used. Mr. Curtis advised yes, and that the problem is that they need two more staff for the public works department. City Administrator Andrew Marsh brought up to council that he has witnessed staff out manually sweeping up the debris from Miner Street, so he can vouch that staff does try when there is time.

MAYOR AND COUNCIL

Mayor Harmon asked council if anyone was willing to go to the Dr. Cog meeting as his second. Mayor Harmon advised it's an in-person event, and the attendee must be an elected official. Mr. Harmon advised the meeting was downtown Denver on this Wednesday, and asked if anyone could go in his place. There were no volunteers. Mayor Harmon also advised there was a fishing attempt going around where someone as pretending to be him via email asking for donations for gift cards for staff. Mayor Harmon stated that this was a scam and not to fall for it.

**JOHN CURTIS
SCOTT PENNELL
CHUCK HARMON**

**KATE COLLIER
ART CACCAVALE
JIM CLARK**

JEREMY JONES

Councilmember Jones wanted to mention that the police department had a CPR incident at the Recreation center that should be brought up. Mr. Jones stated that the police, fire, and EMS actions were amazing and that the gentleman lived and walked out of the hospital the next day due to their live saving efforts. Mr. Jones stated that this was a big win.

Councilmember Pennell stated he had another history lesson created by Bob Bowland that he would like to share with the group. This is about the Tabors and Baby Doe in Idaho Springs. At one time, the Tabors were considered to be one of the 5 richest families in America mostly due to the silver they found in the mines in Leadville. Baby Doe lived in Central City. Horace's story was really a rag to riches story, at their wedding in 1883 her silver dress was worth \$200,000.00 at that time. Horace and Baby Doe lived in poverty due to the silver loss in 1893.

ADJOURN

Mayor Harmon adjourned the meeting at 7:53 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Allied Towing (11)								
5714								
5714	Invoice	Tire repair skid streer	03/20/2023	04/19/2023	440.00	Open	03/23	10-10-6150
Total 5714:					440.00			
Total Allied Towing (11):					440.00			
AlSCO - Denver Linen (13)								
2727752								
2727752	Invoice	Carpets	03/14/2023	04/01/2023	69.63	Open	03/23	10-30-5108
Total 2727752:					69.63			
Total AlSCO - Denver Linen (13):					69.63			
AmeriGas (1478)								
3148138649								
3148138649	Invoice	Hazmat Fee fuel recovery	03/17/2023	04/16/2023	21.98	Open	03/23	51-00-6001
3148138649	Invoice	Propane Water Plant	03/17/2023	04/16/2023	3,041.29	Open	03/23	51-00-6001
Total 3148138649:					3,063.27			
3148138650								
3148138650	Invoice	Hazmat Fee fuel recovery	03/17/2023	04/16/2023	21.98	Open	03/23	51-00-6001
3148138650	Invoice	Propane Water Plant	03/17/2023	04/16/2023	1,374.94	Open	03/23	51-00-6001
Total 3148138650:					1,396.92			
3148138652								
3148138652	Invoice	Hazmat Fee fuel recovery	03/17/2023	04/16/2023	21.98	Open	03/23	51-00-6001
3148138652	Invoice	Propane WWTP	03/17/2023	04/16/2023	34.60	Open	03/23	52-00-6001
Total 3148138652:					56.58			
Total AmeriGas (1478):					4,516.77			
A-OK Auto Clinic (2)								
37314								
37314	Invoice	oil change 2015 chevy	03/10/2023	04/09/2023	104.15	Open	03/23	10-10-6150
Total 37314:					104.15			
37316								
37316	Invoice	oil change 2017 ford	03/13/2023	04/12/2023	104.91	Open	03/23	10-10-6150
Total 37316:					104.91			
Total A-OK Auto Clinic (2):					209.06			
Blackwell Oil (284)								
2/28/2023								
2/28/2023	Invoice	credit	02/28/2023	03/20/2023	17.03	Open	02/23	10-10-6012
2/28/2023	Invoice	credit	02/28/2023	03/20/2023	17.02	Open	02/23	10-10-6191
2/28/2023	Invoice	Fleet Fuel Streets	02/28/2023	03/20/2023	553.94	Open	02/23	10-10-6191
2/28/2023	Invoice	Red Diesel	02/28/2023	03/20/2023	65.28	Open	02/23	52-00-6012
2/28/2023	Invoice	Red Diesel - Parks	02/28/2023	03/20/2023	89.91	Open	02/23	10-60-6012
2/28/2023	Invoice	Red Diesel - Streets	02/28/2023	03/20/2023	560.89	Open	02/23	10-10-6012
Total 2/28/2023:					1,235.97			
Total Blackwell Oil (284):					1,235.97			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Browns Hill Engineering & Cont (1416)								
946								
946	Invoice	WTP SCADA Leasing Agreement	03/01/2023	04/01/2023	1,620.00	Open	04/23	51-00-5309
Total 946:					1,620.00			
947								
947	Invoice	WWTP SCADA Leasing Agreeeme	03/01/2023	04/01/2023	1,620.00	Open	04/23	52-00-5309
Total 947:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					3,240.00			
Caselle Inc. (287)								
119998								
119998	Invoice	Contract Support - admin	10/01/2022	03/31/2023	695.50	Open	13/22	10-20-5108
119998	Invoice	Contract Support - waste water	10/01/2022	03/31/2023	347.75	Open	13/22	52-00-5108
119998	Invoice	Contract Support - water	10/01/2022	03/31/2023	347.75	Open	13/22	51-00-5108
Total 119998:					1,391.00			
Total Caselle Inc. (287):					1,391.00			
CenturyLink (569)								
632756300								
632756300	Invoice	Internet service Water Plant	03/12/2023	04/11/2023	336.84	Open	03/23	51-00-5335
Total 632756300:					336.84			
Total CenturyLink (569):					336.84			
CIRSA (1511)								
230950								
230950	Invoice	Property/Casualty Coverage	04/01/2023	04/28/2023	7,145.02	Open	03/23	10-10-5301
230950	Invoice	Property/Casualty Coverage	04/01/2023	04/28/2023	6,895.02	Open	03/23	10-20-5301
230950	Invoice	Property/Casualty Coverage	04/01/2023	04/28/2023	19,499.70	Open	03/23	10-30-5301
230950	Invoice	Property/Casualty Coverage	04/01/2023	04/28/2023	3,447.51	Open	03/23	51-00-5301
230950	Invoice	Property/Casualty Coverage	04/01/2023	04/28/2023	3,447.51	Open	03/23	52-00-5301
Total 230950:					40,434.76			
W23226								
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	806.28	Open	03/23	52-00-5300
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	806.28	Open	03/23	51-00-5300
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	403.14	Open	03/23	10-60-5300
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	3,829.83	Open	03/23	10-30-5300
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	201.57	Open	03/23	10-20-5300
W23226	Invoice	Workmen's Comp Coverage	04/01/2023	04/28/2023	4,031.40	Open	03/23	10-10-5300
Total W23226:					10,078.50			
Total CIRSA (1511):					50,513.26			
Colorado Analytical Lab (945)								
230228027								
230228027	Invoice	Water Testing	03/13/2023	04/13/2023	1,432.40	Open	02/23	51-00-5201
Total 230228027:					1,432.40			
230307061								
230307061	Invoice	TSS/testing	03/14/2023	04/14/2023	14.40	Open	03/23	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 230307061:					14.40			
230307059								
230307059	Invoice	Wastewater Testing	03/15/2023	04/15/2023	309.60	Open	03/23	52-00-5201
Total 230307059:					309.60			
230307060								
230307060	Invoice	bod-5	03/15/2023	04/15/2023	66.60	Open	03/23	52-00-5201
230307060	Invoice	oil and grease	03/15/2023	04/15/2023	58.50	Open	03/23	52-00-5201
Total 230307060:					125.10			
230314029								
230314029	Invoice	E-coli Testing	03/15/2023	04/15/2023	24.30	Open	03/23	52-00-5201
Total 230314029:					24.30			
Total Colorado Analytical Lab (945):					1,905.80			
Colorado Community Media (1981)								
80544								
80544	Invoice	Legal Publication	03/10/2023	04/09/2023	16.88	Open	03/23	10-20-5312
Total 80544:					16.88			
81257								
81257	Invoice	Legal Publication	03/17/2023	04/16/2023	143.16	Open	03/23	10-20-5312
Total 81257:					143.16			
Total Colorado Community Media (1981):					160.04			
Comcast (1486)								
0194987X3052023								
0194987X3052023	Invoice	Pd internet	03/05/2023	03/30/2023	170.88	Open	03/23	10-30-5335
Total 0194987X3052023:					170.88			
Total Comcast (1486):					170.88			
David Christiansen (1897)								
6241								
6241	Invoice	pre-employment Psychological	03/20/2023	04/19/2023	450.00	Open	03/23	10-30-5109
Total 6241:					450.00			
Total David Christiansen (1897):					450.00			
Foothills Auto & Truck Parts (1021)								
084866								
084866	Invoice	Battery	03/20/2023	04/20/2023	361.28	Open	03/23	10-10-6150
Total 084866:					361.28			
084895								
084895	Invoice	Battery	03/21/2023	04/20/2023	174.59	Open	03/23	10-10-6150
Total 084895:					174.59			
Total Foothills Auto & Truck Parts (1021):					535.87			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Galls (527)								
023553333								
023553333	Invoice	cap	02/14/2023	03/16/2023	32.95	Open	02/23	10-30-6030
Total 023553333:					32.95			
023700661								
023700661	Invoice	polo with embroidery	02/28/2023	03/30/2023	54.91	Open	02/23	10-30-6030
Total 023700661:					54.91			
Total Galls (527):					87.86			
Grainger Inc. (134)								
9643929392								
9643929392	Invoice	tubing	03/17/2023	04/16/2023	98.68	Open	03/23	52-00-5208
Total 9643929392:					98.68			
Total Grainger Inc. (134):					98.68			
Hach Company (138)								
13489394								
13489394	Invoice	Annual Service Agreement	03/03/2023	04/02/2023	10,037.00	Open	01/23	51-00-5209
Total 13489394:					10,037.00			
13503358								
13503358	Invoice	wastewater chemicals	03/13/2023	04/12/2023	975.57	Open	01/23	52-00-6207
Total 13503358:					975.57			
13504915								
13504915	Invoice	glass filters	03/15/2023	04/14/2023	183.45	Open	03/23	52-00-6207
Total 13504915:					183.45			
Total Hach Company (138):					11,196.02			
HRS Water Consultants (851)								
19411								
19411	Invoice	Monthly Reservoir Services	03/13/2023	04/12/2023	314.50	Open	02/23	51-00-5108
Total 19411:					314.50			
Total HRS Water Consultants (851):					314.50			
Idaho Springs Chamber of Commerce (148)								
2023								
2023	Invoice	2023 Contribution	03/01/2023	04/01/2023	10,000.00	Open	03/23	10-21-5038
Total 2023:					10,000.00			
2023 DUES								
2023 DUES	Invoice	Membership	03/01/2023	04/01/2023	75.00	Open	03/23	10-20-5304
Total 2023 DUES:					75.00			
Total Idaho Springs Chamber of Commerce (148):					10,075.00			
JVA Incorporated (1110)								
107319								
107319	Invoice	block 57 review	02/28/2023	03/28/2023	640.00	Open	02/23	10-00-2401

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 107319:					640.00			
107320								
107320	Invoice	engineering	02/28/2023	03/28/2023	480.00	Open	02/23	10-00-2401
107320	Invoice	engineering	02/28/2023	03/28/2023	160.00	Open	02/23	59-70-5108
Total 107320:					640.00			
107322								
107322	Invoice	PW facility civil	02/28/2023	03/28/2023	11,785.64	Open	02/23	21-00-7044
Total 107322:					11,785.64			
107324								
107324	Invoice	mobility hub	02/28/2023	03/28/2023	298.50	Open	02/23	59-70-5108
Total 107324:					298.50			
Total JVA Incorporated (1110):					13,364.14			
Marmac Water (2003)								
6003712								
6003712	Invoice	Fuel	02/24/2023	03/24/2023	372.46	Open	02/23	51-00-6210
6003712	Invoice	Sumachlor	02/24/2023	03/24/2023	3,567.60	Open	02/23	51-00-6210
Total 6003712:					3,940.06			
Total Marmac Water (2003):					3,940.06			
Peak Performance Imaging Solutions (409)								
66271								
66271	Invoice	Copier Meter Bill	03/15/2023	03/30/2023	240.74	Open	03/23	10-20-5309
Total 66271:					240.74			
66248								
66248	Invoice	Machine Rental/PD	03/18/2023	04/02/2023	85.00	Open	03/23	10-30-5309
Total 66248:					85.00			
Total Peak Performance Imaging Solutions (409):					325.74			
Pitney Bowes (1758)								
09861563X392023								
09861563X392023	Invoice	ink for postage meeter	03/09/2023	04/05/2023	120.33	Open	03/23	10-20-5310
Total 09861563X392023:					120.33			
Total Pitney Bowes (1758):					120.33			
Saela Pest Control (2027)								
81973								
81973	Invoice	Pest watch service	03/21/2023	04/21/2023	130.00	Open	03/23	10-30-5108
Total 81973:					130.00			
Total Saela Pest Control (2027):					130.00			
Salt Lake Wholesale Sports (1931)								
88542								
88542	Invoice	Ammo	03/22/2023	04/21/2023	390.08	Open	01/23	10-30-6045

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 88542:					390.08			
Total Salt Lake Wholesale Sports (1931):					390.08			
SHR Car Wash Colorado LLC (534)								
2023-MAR-01								
2023-MAR-01	Invoice	Car Wash	03/03/2023	03/31/2023	103.91	Open	02/23	10-30-6100
Total 2023-MAR-01:					103.91			
Total SHR Car Wash Colorado LLC (534):					103.91			
Smith Power Products Inc. (1848)								
539786								
539786	Invoice	annual service - kohler	03/16/2023	04/16/2023	2,003.34	Open	03/23	52-00-5207
Total 539786:					2,003.34			
539842								
539842	Invoice	annual service - mtu	03/16/2023	04/16/2023	1,642.66	Open	03/23	52-00-5207
Total 539842:					1,642.66			
539843								
539843	Invoice	annual service - cummins	03/16/2023	04/16/2023	1,655.48	Open	03/23	51-00-5207
Total 539843:					1,655.48			
Total Smith Power Products Inc. (1848):					5,301.48			
Solenis (1794)								
132259105								
132259105	Invoice	PRAESTOL	03/07/2023	04/06/2023	3,708.00	Open	03/23	52-00-6210
132259105	Invoice	Shipping and raw material surchar	03/07/2023	04/06/2023	706.62	Open	03/23	52-00-6210
Total 132259105:					4,414.62			
Total Solenis (1794):					4,414.62			
Sprint (750)								
569628819-183								
569628819-183	Invoice	Code cell phone	02/27/2023	03/25/2023	65.53	Open	02/23	10-30-5335
Total 569628819-183:					65.53			
126852313-255								
126852313-255	Invoice	Cell phone Parks	03/08/2023	04/03/2023	34.48	Open	02/23	10-60-5335
126852313-255	Invoice	Cell phone Public Works	03/08/2023	04/03/2023	310.09	Open	02/23	10-10-5335
126852313-255	Invoice	Cell phones - Admin	03/08/2023	04/03/2023	113.48	Open	02/23	10-20-5335
Total 126852313-255:					458.05			
Total Sprint (750):					523.58			
USA Blue Book (376)								
291029								
291029	Invoice	sulfuric acid	03/07/2023	04/06/2023	105.33	Open	03/23	52-00-6207
Total 291029:					105.33			
294160								
294160	Invoice	dpd dispenser and ph buffer	03/09/2023	04/09/2023	140.00	Open	03/23	51-00-6207

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
294160	Invoice	tubing	03/09/2023	04/09/2023	330.50	Open	03/23	51-00-5109
Total 294160:					470.50			
Total USA Blue Book (376):					575.83			
VISA (1827)								
PDX03032023								
PDX03032023	Invoice	cards	03/03/2023	03/28/2023	14.34	Open	02/23	10-30-6010
PDX03032023	Invoice	fbi-leeda membership	03/03/2023	03/28/2023	50.00	Open	02/23	10-30-5304
PDX03032023	Invoice	febreeze and air freshener	03/03/2023	03/28/2023	30.90	Open	02/23	10-30-6010
PDX03032023	Invoice	postage	03/03/2023	03/28/2023	7.48	Open	02/23	10-30-5310
PDX03032023	Invoice	postage	03/03/2023	03/28/2023	5.50	Open	02/23	10-30-5310
PDX03032023	Invoice	zac boots	03/03/2023	03/28/2023	159.57	Open	02/23	10-30-6030
Total PDX03032023:					267.79			
WATERX03032023								
WATERX03032023	Invoice	Blinds	03/03/2023	03/28/2023	76.27	Open	02/23	52-00-5204
WATERX03032023	Invoice	door mat	03/03/2023	03/28/2023	74.95	Open	02/23	52-00-5204
WATERX03032023	Invoice	field study book	03/03/2023	03/28/2023	89.82	Open	02/23	52-00-5212
WATERX03032023	Invoice	field study book	03/03/2023	03/28/2023	44.66	Open	02/23	52-00-5212
WATERX03032023	Invoice	first aid cabinet	03/03/2023	03/28/2023	87.09	Open	02/23	51-00-6040
WATERX03032023	Invoice	first aid cabinet	03/03/2023	03/28/2023	174.21	Open	02/23	52-00-6040
WATERX03032023	Invoice	timer	03/03/2023	03/28/2023	14.98	Open	02/23	52-00-6007
WATERX03032023	Invoice	ww seminar	03/03/2023	03/28/2023	350.00	Open	02/23	52-00-5212
WATERX03032023	Invoice	ww seminar - pappen	03/03/2023	03/28/2023	350.00	Open	02/23	52-00-5212
Total WATERX03032023:					1,261.98			
Total VISA (1827):					1,529.77			
Grand Totals:					117,666.72			

Report GL Period Summary

GL Period	Amount
13/22	1,391.00
02/23	22,532.19
01/23	11,402.65
04/23	3,240.00
03/23	79,100.88
Grand Totals:	117,666.72

Vendor number hash: 0

Vendor number hash - split: 0

Total number of invoices: 0

Total number of transactions: 0

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
FEBRUARY 28, 2023

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	61,420.23
01-00-1111	MONEY MARKET -3504	5,117,436.85
01-00-1112	XPRESS DEPOSIT ACCOUNT	153,297.61
01-00-1113	PETTY CASH CHECKING ACCOUNT	22,796.41
01-00-1115	EVERGREEN NAT'L- PR CKG -2114	85,337.29
01-00-1117	COLOTRUST-GENERAL -8001	492,802.12
01-00-1118	COLOTRUST-RAMP FUND -8002	207,217.94
01-00-1119	CSAFE-GENERAL -97-01	4,120,867.64
01-00-1120	CSAFE STEET BONDS -97-02	333,428.06
01-00-1175	CASH CLEARING - UTILITIES	1,515.78
01-00-1176	CASH CLEARING - COURT	(75.00)
01-00-1178	CASH CLEARING - ACCTS REC.	11,250.00
TOTAL COMBINED CASH		10,607,294.93
01-00-1000	COMBINED CASH FUND	(10,607,294.93)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,069,808.09
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	9,519.12
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	700,295.88
21	ALLOCATION TO IMPROVEMENT FUND	2,724,462.66
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	94,123.43
23	ALLOCATION TO 1% STREET SALES TAX	1,693,556.45
51	ALLOCATION TO WATER FUND	1,715,799.43
52	ALLOCATION TO WASTEWATER FUND	1,236,879.93
59	ALLOCATION TO PARKING ENTERPRISE FUND	376,260.72
TOTAL ALLOCATIONS TO OTHER FUNDS		10,620,705.71
ALLOCATION FROM COMBINED CASH FUND - 01-00-1000		(10,607,294.93)
ZERO PROOF IF ALLOCATIONS BALANCE		13,410.78

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	2,069,808.09	
10-00-1120	CASH W/COUNTY TREASURER	93,240.65	
10-00-1150	A/R--BILLED ACCOUNTS	(201.73)	
10-00-1165	OTHER RECEIVABLES	332,733.22	
10-00-1167	PROPERTY TAXES RECEIVABLE	195,040.00	
10-00-1170	A/R--COURT	1,069.00	
	TOTAL ASSETS		2,691,689.23

LIABILITIES AND EQUITY

LIABILITIES

10-00-2010	WAGES PAYABLE	49,049.37	
10-00-2015	ACCRUED PAYROLL PAYABLE	73,628.64	
10-00-2020	ACCOUNTS PAYABLE	118,984.43	
10-00-2040	PREPAID BUSINESS LICENSES	7,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	195,040.00	
10-00-2130	UNEARNED REVENUE	448,910.66	
10-00-2230	HEALTH INSURANCE PAYABLE	1,171.00	
10-00-2231	DENTAL INSURANCE PAYABLE	156.60	
10-00-2233	GARNISHMENTS	377.99	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	122.81	
10-00-2236	UNEMPLOYMENT PAYABLE	744.81	
10-00-2237	MISC PAYROLL PAYABLE	(66.98)	
10-00-2238	LIFE INSURANCE PAYABLE	(7.00)	
10-00-2239	VISION - PAYABLE	(89.20)	
10-00-2401	DEVELOPER LIABILITIES	(1,611.75)	
	TOTAL LIABILITIES		893,411.38

FUND EQUITY

10-00-2600	FUND BALANCE	1,900,263.82	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(101,985.97)	
	BALANCE - CURRENT DATE	(101,985.97)	
	TOTAL FUND EQUITY		1,798,277.85
	TOTAL LIABILITIES AND EQUITY		2,691,689.23

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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PROPERTY, SALES & USE TAXES

10-00-3110	PROPERTY TAXES	12,518.10	5,510.62	5,076.01	5,076.01	202,000	2.5
10-00-3120	SPECIFIC OWNERSHIP TAX	3,109.59	4,188.46	1,438.76	3,031.06	24,000	12.6
10-00-3130	SALES TAX (1/2)	240,081.37	270,642.32	163,397.41	297,133.36	2,200,000	13.5
10-00-3135	BUILDING USE TAX (2/3)	2,810.09	605.07	832.78	1,081.10	42,000	2.6
10-00-3136	MOTOR VEHICLE USE TAX	14,763.39	25,015.61	4,601.11	9,926.05	95,000	10.5
10-00-3182	FRANCHISE-PUBLIC SERVICE	16,002.69	17,680.45	11,940.21	24,428.19	92,000	26.6
10-00-3183	FRANCHISE-CABLE--COMCAST	3,181.54	3,112.86	2,935.14	2,935.14	23,000	12.8
10-00-3184	FRANCHISE-QWEST/CENTURYLINK	582.00	393.50	.00	161.50	500	32.3
TOTAL PROPERTY, SALES & USE TAXES		293,048.77	327,148.89	190,221.42	343,772.41	2,678,500	12.8

LICENSES & PERMITS

10-00-3211	LIQUOR LICENSE	2,278.75	1,141.25	150.00	1,375.00	6,000	22.9
10-00-3216	BUSINESS PERMIT FEE	3,971.50	3,180.00	1,237.57	3,871.47	13,000	29.8
10-00-3221	BUILDING PERMITS	7,267.38	1,227.86	.00	.00	120,000	.0
10-00-3222	CONTRACTOR'S LICENSE	2,100.00	1,600.00	800.00	2,800.00	10,000	28.0
10-00-3227	REPORTS/COPIES/FAX	291.25	405.75	22.00	423.50	1,200	35.3
10-00-3229	OTHER LICENSES/PERMITS	1,450.00	4,587.50	100.00	741.25	70,000	1.1
10-00-3240	PLAN REVIEW/COMMISSION FEES	.00	.00	70,757.13	70,757.13	1,200	5896.4
TOTAL LICENSES & PERMITS		17,358.88	12,142.36	73,066.70	79,968.35	221,400	36.1

OTHER TAXES

10-00-3301	MOTOR VEHICLE REG. FEES	1,100.62	1,815.77	358.74	1,039.12	8,900	11.7
10-00-3304	MARIJUANA SPECIAL SALES TAX	16,092.85	12,104.20	5,635.50	13,817.29	90,000	15.4
10-00-3305	STATE SHARED CIGARETTE TAX	2,092.04	1,396.47	383.69	832.49	5,200	16.0
10-00-3306	COUNTY ROAD & BRIDGE TAX	1,364.08	1,583.34	.00	85,639.23	319,000	26.9
10-00-3307	SEVERENCE TAX	.00	.00	.00	.00	197,000	.0
10-00-3309	HIGHWAY USERS TAX	9,070.29	10,568.13	4,883.78	10,418.49	70,000	14.9
10-00-3380	OPERATIONAL GRANTS	.00	.00	.00	.00	10,000	.0
TOTAL OTHER TAXES		29,719.88	27,467.91	11,261.71	111,746.62	700,100	16.0

FINES

10-00-3550	FINES	10,310.00	5,485.50	3,705.00	8,075.00	70,000	11.5
10-00-3555	PARKING FINES	560.00	.00	.00	.00	3,000	.0
TOTAL FINES		10,870.00	5,485.50	3,705.00	8,075.00	73,000	11.1

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	170.67	198.32	3,286.44	6,772.00	11,500	58.9
10-00-3602 ARGO MINE/DEVELOPER ACCOUNT	800.00	.00	.00	.00	0	.0
10-00-3603 DEVELOPER ACCOUNT PAYMENTS	21,988.49	.00	.00	.00	0	.0
10-00-3610 CEMETERY FEES	1,500.00	.00	2,250.00	2,250.00	2,000	112.5
10-00-3620 LEASES/RENT	9,988.44	10,335.42	6,600.47	13,136.94	67,000	19.6
10-00-3680 REIMBURSEMENT/REFUNDS	9,050.16	.00	.00	.00	19,000	.0
10-00-3690 MISCELLANEOUS REVENUE	856.60	2,088.15	738.71	1,522.46	13,000	11.7
10-00-3691 CONVENIENCE FEES	1,637.00	1,498.00	.00	.00	0	.0
TOTAL MISCELLANEOUS	45,991.36	14,119.89	12,875.62	23,681.40	112,500	21.1
<u>INTERFUND TRANSFERS</u>						
10-00-3921 TRANSFERS FROM STI FUND	.00	.00	.00	.00	25,000	.0
TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	25,000	.0
TOTAL FUND REVENUE	396,988.89	386,364.55	291,130.45	567,243.78	3,810,500	14.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	9,398.32	9,825.60	9,250.46	15,520.06	57,000	27.2
10-10-4103 HOURLY	28,511.43	34,538.62	13,683.90	29,359.93	201,600	14.6
10-10-4104 OVERTIME	63.66	222.81	996.16	2,785.44	3,000	92.9
10-10-4201 FICA	2,240.91	2,653.59	1,444.69	2,877.30	12,960	22.2
10-10-4202 MEDICARE	524.09	620.61	337.85	672.91	3,024	22.3
10-10-4203 HEALTH INS.	4,656.41	7,402.68	2,324.19	4,648.39	33,440	13.9
10-10-4204 LIFE INS.	52.50	64.59	15.40	32.90	291	11.3
10-10-4205 DEFERRED COMP	944.31	986.27	100.54	558.59	5,000	11.2
10-10-4206 UNEMPLOYMENT	112.54	89.22	41.68	88.57	428	20.7
10-10-4207 DISABILITY INSURANCE	.00	.00	183.36	314.50	1,500	21.0
10-10-4209 DENTAL INSURANCE	227.20	348.08	95.00	190.00	1,524	12.5
10-10-5101 LEGAL	.00	.00	.00	.00	500	.0
10-10-5103 ENGINEERING	.00	.00	.00	.00	5,000	.0
10-10-5107 SURVEY	.00	.00	.00	.00	1,500	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	3,242.01	4,157.90	1,602.00	3,778.99	22,000	17.2
10-10-5202 DISPOSAL-TRASH	.00	.00	.00	25.00	250	10.0
10-10-5207 MAINT./REPAIRS-SERVICES	95.00	.00	.00	.00	1,500	.0
10-10-5208 MAINT./REPAIRS-BUILDING	.00	95.46	475.00	484.57	500	96.9
10-10-5212 TRAINING	.00	.00	.00	.00	250	.0
10-10-5213 MEDICAL	.00	.00	.00	80.00	200	40.0
10-10-5215 EMPLOYEE INCENTIVE	.00	.00	1,050.00	1,050.00	1,500	70.0
10-10-5300 CIRSA W/C INSURANCE	3,250.59	3,637.40	.00	4,031.40	15,000	26.9
10-10-5301 CIRSA P/C INSURANCE	4,851.21	5,072.62	.00	9,008.27	25,000	36.0
10-10-5303 TELEPHONE	.00	285.65	143.82	286.97	1,800	15.9
10-10-5304 DUES & PUBLICATIONS	.00	355.00	.00	.00	400	.0
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	.00	.00	.00	150	.0
10-10-5313 ADVERTISING	.00	23.48	.00	.00	500	.0
10-10-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
10-10-5325 PRINTING	.00	6.01	.00	.00	50	.0
10-10-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	410.76	707.70	413.03	826.06	4,100	20.2
10-10-6001 ELECTRICITY & GAS	5,306.54	17,869.58	5,544.35	11,395.20	90,000	12.7
10-10-6007 MATERIALS/SUPPLIES/EQUIP	415.00	84.96	1,616.38	2,974.22	8,000	37.2
10-10-6010 MATERIALS/SUPPLIES/OFFICE	36.45	108.50	217.96	483.91	2,000	24.2
10-10-6012 GAS/OIL-EQUIPMENT	.00	682.49	635.43	635.43	2,500	25.4
10-10-6020 TOOLS	149.98	110.07	.00	.00	2,000	.0
10-10-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	87.99	.00	164.99	164.99	1,000	16.5
10-10-6050 WATER/SEWER	.00	.00	289.35	289.35	1,500	19.3
10-10-6085 STREET LAMPS	.00	.00	1,484.35	1,484.35	10,000	14.8
10-10-6091 SIGNS	1,263.90	787.70	.00	.00	5,000	.0
10-10-6093 PAINT	541.20	.00	.00	.00	2,500	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096 ASPHALT/CURB & GUTTER-R&M	.00	.00	.00	.00	50,000	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	.00	9,268.33	.00	6,756.20	15,000	45.0
10-10-6150 FLEET MAINT	97.01	1,730.91	1,427.74	1,470.66	7,000	21.0
10-10-6191 FLEET FUEL	1,015.92	2,609.62	913.16	2,971.54	15,000	19.8
10-10-6192 FLEET TIRES	.00	.00	.00	.00	3,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193 FLEET SUPPLIES	66.44	368.95	2,428.95	2,525.16	4,000	63.1
10-10-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010 OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	225	.0
10-10-7011 COMPUTER SOFTWARE	.00	93.75	.00	.00	0	.0
TOTAL STREETS EXPENDITURES	67,561.37	104,808.15	46,879.74	107,770.86	632,992	17.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101 MAYOR/COUNCIL	.00	.00	.00	.00	43,200	.0
10-20-4102 SALARY	33,229.04	53,476.80	10,171.20	35,692.00	285,942	12.5
10-20-4103 HOURLY	18,413.89	12,655.45	16,212.24	41,015.17	96,247	42.6
10-20-4104 OVERTIME	.00	.00	35.99	76.28	1,000	7.6
10-20-4201 FICA	3,110.04	4,000.47	1,579.01	4,632.33	28,072	16.5
10-20-4202 MEDICARE	727.37	935.60	369.31	1,083.42	6,565	16.5
10-20-4203 HEALTH INS.	5,246.80	5,516.36	3,557.61	7,718.41	45,945	16.8
10-20-4204 LIFE INS.	46.90	53.55	26.25	59.50	388	15.3
10-20-4205 DEFERRED COMP	2,252.72	1,958.92	1,153.44	5,657.47	12,000	47.2
10-20-4206 UNEMPLOYMENT	116.22	131.55	52.42	152.53	837	18.2
10-20-4207 DISABILITY INSURANCE	.00	.00	459.69	756.51	2,285	33.1
10-20-4209 DENTAL INSURANCE	327.20	335.84	170.80	366.40	2,491	14.7
10-20-5050 COUNTY TREASURER'S FEES	293.77	161.43	101.52	101.60	6,000	1.7
10-20-5101 LEGAL	15,243.20	21,257.65	15,946.80	31,818.83	150,000	21.2
10-20-5102 AUDIT	.00	.00	.00	.00	6,000	.0
10-20-5103 ENGI'RING SVCES--DEVEL REVIEW	.00	352.00	.00	1,255.02	5,000	25.1
10-20-5104 FINANCIAL SERVICES	.00	8,625.00	5,203.13	10,140.01	27,815	36.5
10-20-5105 PLANNING SERVICES	.00	.00	.00	.00	50,000	.0
10-20-5106 IT SERVICES	.00	710.00	.00	.00	12,000	.0
10-20-5107 SURVEYING	.00	1,833.33	.00	.00	5,000	.0
10-20-5108 OTHER CONTRACTUAL SERVICES	5,710.29	3,680.15	1,851.62	5,710.38	28,000	20.4
10-20-5207 REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	2,000	.0
10-20-5208 REPAIR/MAINTENANCE-BUILDING	1.29	.00	91.00	201.00	3,000	6.7
10-20-5210 MEETING EXPENSE	.00	35.72	.00	217.50	1,500	14.5
10-20-5212 EDUCATION & TRAINING	.00	715.00	.00	1,680.00	4,000	42.0
10-20-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	1,500	.0
10-20-5220 ELECTION	.00	.00	.00	.00	2,000	.0
10-20-5225 BOARDS & COMMISSIONS	.00	1,159.00	.00	.00	2,000	.0
10-20-5300 CIRSA W/C INSURANCE	151.18	181.87	.00	201.57	750	26.9
10-20-5301 CIRSA P/C INSURANCE	3,348.47	4,822.62	.00	8,758.27	16,000	54.7
10-20-5303 TELEPHONE	.00	285.65	143.82	286.97	1,730	16.6
10-20-5304 DUES & MEMBERSHIPS	1,336.00	1,278.00	.00	6,533.00	10,000	65.3
10-20-5305 TRAVEL & MEALS	.00	.00	.00	18.17	3,000	.6
10-20-5309 CONTRACT OFFICE EQUIP.	.00	1,086.89	651.26	819.72	7,000	11.7
10-20-5310 POSTAGE, SHIPPING, BOX RENT	396.95	333.94	.00	323.95	2,500	13.0
10-20-5312 LEGAL PUBLICATIONS	257.68	449.44	427.88	549.48	4,000	13.7
10-20-5313 ADVERTISING	.00	.00	.00	.00	1,000	.0
10-20-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316 RECORDING DOCUMENTS	268.00	148.00	18.00	18.00	1,400	1.3
10-20-5322 CODIFICATION	863.00	110.00	2,269.40	2,269.40	3,000	75.7
10-20-5325 PRINTING	.00	634.96	.00	.00	2,000	.0
10-20-5335 CELL/INTERNET SERVICE	450.04	716.20	368.74	737.29	4,300	17.2
10-20-5340 PAYMENT PROCESSING FEES	513.30	1,263.63	.00	.00	8,200	.0
10-20-6001 ELECTRICITY & GAS	1,124.81	976.58	758.05	1,415.81	5,500	25.7
10-20-6010 MATERIALS/SUPPLIES/OFFICE	385.15	639.83	266.73	588.93	4,000	14.7
10-20-6020 FLAGS	.00	.00	.00	.00	1,000	.0
10-20-6050 WATER/SEWER	.00	.00	296.87	296.87	3,500	8.5
10-20-6060 REFUNDS	.00	.00	.00	.00	1,000	.0
10-20-6500 MISCELLANEOUS EXPENSE	.00	.00	.00	.00	1,000	.0
10-20-7010 OFFICE EQUIPMENT/COMPUTERS	1,887.90	230.28	.00	.00	10,000	.0
10-20-7011 COMPUTER SOFTWARE	350.00	5,379.75	.00	.00	8,500	.0
10-20-7020 PUBLIC ENGAGEMENT	.00	.00	.00	.00	10,400	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010 MISC. CASH OVER/SHORT	.00	.00	1.00	1.00	100	1.0
TOTAL ADMINISTRATION EXPENDITURES	93,007.69	136,131.46	62,183.78	171,152.79	941,667	18.2
COMMUNITY PROMOTION						
10-21-5030 HSIS/ VISITOR CENTER	.00	5,917.50	.00	.00	46,670	.0
10-21-5032 MISC. EVENTS	.00	.00	.00	.00	7,000	.0
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	.00	.00	.00	.00	2,000	.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	1,000	.0
10-21-5038 MISC. ORGANIZATION REQUEST	41,610.99	1,952.83	.00	125.00	35,000	.4
10-21-5039 BEAUTIFICATION	.00	160.82	.00	.00	9,500	.0
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	20,580	.0
10-21-5041 HISTORIC SITES & FACILITIES	.00	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	.00	.00	.00	.00	34,616	.0
10-21-5430 VISITOR CTR BLDG MAINTENANCE	547.99	6,881.42	.00	597.73	24,000	2.5
TOTAL COMMUNITY PROMOTION	42,158.98	14,912.57	.00	722.73	188,866	.4
BUILDING INSPECTOR						
10-22-5000 OPERATIONS CONTRACTUAL	652.54	1,042.29	57,623.83	57,623.83	100,000	57.6
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	2,000	.0
TOTAL BUILDING INSPECTOR	652.54	1,042.29	57,623.83	57,623.83	102,000	56.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	18,816.64	21,200.12	9,246.40	22,773.60	122,993	18.5
10-30-4103 HOURLY WAGES—SWORN	121,809.19	75,446.34	39,205.07	105,999.42	549,037	19.3
10-30-4104 OVERTIME—REGULAR	4,099.54	479.88	2,520.99	8,292.45	16,000	51.8
10-30-4105 HOLIDAY	2,477.52	352.16	461.57	2,430.52	5,000	48.6
10-30-4106 OVERTIME—HOLIDAY WORKED-SWORN	.00	.00	1,245.42	7,046.57	0	.0
10-30-4109 HOURLY WAGES—CIVILIAN	.00	24,900.31	6,713.60	6,713.60	171,795	3.9
10-30-4110 OVERTIME—HOLIDAY WKD-CIVILIAN	.00	.00	.00	588.84	0	.0
10-30-4201 FICA	1,578.70	1,797.28	782.42	1,990.68	10,428	19.1
10-30-4202 MEDICARE	2,065.40	1,700.80	822.09	2,151.53	10,859	19.8
10-30-4203 HEALTH INS.	16,026.80	17,550.42	9,398.40	18,796.80	124,706	15.1
10-30-4204 LIFE INS.	162.62	120.40	64.40	128.80	788	16.4
10-30-4205 DEFERRED COMP	953.99	1,087.16	471.68	1,163.54	6,000	19.4
10-30-4206 UNEMPLOYMENT	440.34	244.00	118.37	306.68	1,568	19.6
10-30-4207 DISABILITY INSURANCE	.00	.00	1,009.24	1,513.86	3,373	44.9
10-30-4209 DENTAL INSURANCE	913.81	1,088.00	504.80	940.00	7,168	13.1
10-30-4210 PENSION FPPA	10,683.11	9,095.08	4,703.20	11,804.62	58,000	20.4
10-30-5101 LEGAL	.00	7,140.73	747.25	747.25	15,000	5.0
10-30-5105 OTHER CONTRACT SERVICES	31,002.90	.00	.85	.85	299,366	.0
10-30-5108 OTHER PROFESSIONAL SERVICES	2,784.01	4,392.90	11,695.26	18,170.97	22,000	82.6
10-30-5109 POLYGRAPH/PSY EXAM	1,100.00	.00	.00	.00	2,200	.0
10-30-5207 REPAIR/MAINT-SERVICES	36.64	.00	.00	.00	3,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	.00	1,214.21	.00	3.66	4,000	.1
10-30-5212 TRAINING	240.00	.00	.00	557.59	18,000	3.1
10-30-5213 MEDICAL/BLOOD DRAW	.00	.00	.00	.00	1,500	.0
10-30-5215 EMPLOYEE INCENTIVE	30.00-	945.56	.00	.00	3,500	.0
10-30-5300 CIRSA W/C INSURANCE	5,903.61	3,455.53	.00	3,829.83	15,000	25.5
10-30-5301 CIRSA P/C INSURANCE	10,453.07	11,811.06	.00	21,362.94	53,000	40.3
10-30-5303 TELEPHONE	103.28	285.65	143.82	286.97	1,800	15.9
10-30-5304 DUES & PUBLICATIONS	397.00	1,100.00	50.00	470.00	2,000	23.5
10-30-5305 TRAVEL & MEALS	.00	.00	.00	.00	1,000	.0
10-30-5309 CONTRACT OFFICE EQUIP.	326.04	85.00	85.00	247.44	1,300	19.0
10-30-5310 POSTAGE, SHIPPING, BOX RENT	52.36	18.23	12.98	12.98	800	1.6
10-30-5314 INSURANCE CLAIMS	.00	2,314.40	.00	.00	3,000	.0
10-30-5325 PRINTING	340.22	400.08	.00	141.95	3,000	4.7
10-30-5326 TOWING	.00	.00	232.00	232.00	1,000	23.2
10-30-5330 COMMUNICATIONS EQUIPMENT	.00	107.14	.00	.00	1,000	.0
10-30-5335 CELL/INTERNET SERVICE	758.05	976.81	843.11	1,079.54	7,000	15.4
10-30-5350 PUBLIC EDUCATION/RELATIONS	.00	.00	.00	150.77	800	18.9
10-30-6001 ELECTRICITY & GAS	419.79	844.70	588.98	1,207.86	3,500	34.5
10-30-6010 MATERIALS/SUPPLIES/OFFICE	338.90	1,952.35	45.24	52.62	3,000	1.8
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	81.72-	290.00	195.00	521.72	1,750	29.8
10-30-6030 UNIFORMS	413.39	.00	385.48	2,131.91	10,500	20.3
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	2,257.22	686.00	6,358.14	6,358.14	6,000	106.0
10-30-6045 AMMUNITION	76.99	.00	346.93	3,306.53	3,500	94.5
10-30-6050 WATER/SEWER	.00	.00	368.07	368.07	1,600	23.0
10-30-6100 FLEET MAINTENANCE	2,235.24	762.09	228.97	503.85	10,000	5.0
10-30-6191 FLEET FUEL	1,481.33	3,350.93	2,343.24	4,902.97	25,000	19.6
10-30-6192 FLEET TIRES	.00	.00	.00	.00	3,000	.0
10-30-6193 FLEET SUPPLIES	.00	34.83	.00	164.88	300	55.0
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	921.00	1,305.11	.00	84.93	3,200	2.7
10-30-7011 COMPUTER SOFTWARE	.00	.00	.00	4,000.00	20,500	19.5
10-30-7012 COMMUNICATION PURCHASES	.00	.00	.00	.00	800	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL POLICE EXPENDITURES	241,556.98	198,535.26	101,937.97	263,539.73	1,639,631	16.1

COURT EXPENDITURES

10-40-4103	HOURLY	4,251.39	4,951.67	2,148.80	5,319.26	28,665	18.6
10-40-4104	OVERTIME	.00	.00	.00	40.29	0	.0
10-40-4201	FICA	253.51	297.05	128.08	321.99	1,712	18.8
10-40-4202	MEDICARE	59.28	69.46	29.94	75.28	400	18.8
10-40-4203	HEALTH INS.	566.40	577.60	301.60	603.20	3,622	16.7
10-40-4204	LIFE INS.	7.00	7.00	3.50	7.00	42	16.7
10-40-4206	UNEMPLOYMENT	12.74	9.89	4.30	10.73	58	18.5
10-40-4207	WORKMANS COMP	.00	.00	39.56	59.34	143	41.5
10-40-4209	DENTAL INSURANCE	28.00	28.00	12.40	24.80	168	14.8
10-40-5101	LEGAL FEES	150.00	.00	.00	.00	750	.0
10-40-5110	JUDGE RETAINER	3,200.00	3,200.00	1,600.00	3,200.00	19,200	16.7
10-40-5115	PROSECUTOR	2,593.80	3,080.64	1,557.25	3,114.50	18,500	16.8
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	.00	.00	.00	100	.0
10-40-5325	PRINTING	.00	12.50	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	.00	.00	100	.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES		11,122.12	12,233.81	5,825.43	12,776.39	74,215	17.2

FIRE DEPARTMENT

10-50-5050	CONTRIBUTION TO CCCESD	32,318.75	36,125.00	.00	35,306.25	141,225	25.0
TOTAL FIRE DEPARTMENT		32,318.75	36,125.00	.00	35,306.25	141,225	25.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103 HOURLY	7,583.68	8,943.52	3,653.10	9,130.92	60,000	15.2
10-60-4104 OVERTIME	486.03	543.21	289.30	881.77	4,000	22.0
10-60-4201 FICA	481.07	569.16	234.53	600.98	3,084	19.5
10-60-4202 MEDICARE	112.51	133.10	54.85	140.54	721	19.5
10-60-4203 HEALTH INS.	1,132.80	1,155.20	603.20	1,206.40	7,244	16.7
10-60-4204 LIFE INS.	14.00	14.00	7.00	14.00	75	18.7
10-60-4206 UNEMPLOYMENT	24.20	18.97	7.89	20.03	104	19.3
10-60-4207 DISABILITY INSURANCE	.00	.00	63.68	95.52	275	34.7
10-60-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	120.00	30,000	.4
10-60-5202 DISPOSAL	516.48	579.74	366.72	733.44	3,800	19.3
10-60-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	2,500	.0
10-60-5208 MAINT./REPAIRS-BUILDING	.00	.00	.00	.00	250	.0
10-60-5209 VANDALISM MAINTENANCE	.00	.00	.00	.00	1,000	.0
10-60-5210 GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211 TRAIL MAINTENANCE-VCMP	.00	.00	.00	.00	2,500	.0
10-60-5212 TRAINING	.00	.00	.00	.00	100	.0
10-60-5213 MEDICAL	.00	.00	.00	.00	80	.0
10-60-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300 CIRSA W/C INSURANCE	.00	363.74	.00	403.14	1,600	25.2
10-60-5301 CIRSA P/C INSURANCE	.00	.00	.00	.00	1,200	.0
10-60-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-60-5305 TRAVEL & MEALS	.00	.00	.00	.00	50	.0
10-60-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-60-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-60-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335 CELL/INTERNET SERVICE	32.27	68.86	34.48	82.42	425	19.4
10-60-6001 ELECTRICITY & GAS	584.03	1,226.35	657.60	1,672.09	6,000	27.9
10-60-6010 MATERIALS/SUPPLIES-MISC.	77.48	47.24	.00	139.02	5,500	2.5
10-60-6012 GAS, OIL-EQUIPMENT	.00	212.12	89.91	884.76	350	252.8
10-60-6020 TOOLS	98.43	.00	.00	.00	1,000	.0
10-60-6022 SAFETY ITEMS	.00	.00	.00	.00	250	.0
10-60-6040 OCCUPATIONAL EQUIP/SAFETY	14.00	.00	.00	.00	200	.0
10-60-6045 SPRINKLER PARTS	.00	.00	.00	.00	2,800	.0
10-60-6050 WATER/SEWER	.00	.00	890.97	890.97	7,500	11.9
10-60-6085 LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091 SIGNS	.00	.00	.00	.00	250	.0
10-60-6093 PAINT	.00	.00	.00	.00	150	.0
10-60-6095 SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098 TREE REPLACEMENT & TRIMMING	.00	425.00	1,005.00	1,005.00	10,000	10.1
10-60-6099 SALTED SAND	.00	691.20	.00	.00	1,650	.0
10-60-6150 FLEET MAINT	.00	244.38	.00	42.95	2,200	2.0
10-60-6191 FLEET FUEL	170.15	386.83	145.84	692.02	3,500	19.8
10-60-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
10-60-6193 FLEET SUPPLIES	.00	94.96	.00	719.75	600	120.0
10-60-6200 PARKS MAINT. & PARTS	148.04	220.71	824.74	861.45	8,000	10.8
10-60-6204 WEED CONTROL	.00	.00	.00	.00	500	.0
10-60-6206 CHEMICALS/FERTILIZER	.00	287.39	.00	.00	500	.0
10-60-6207 CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150	.0
10-60-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	5,000	.0
TOTAL PARKS EXPENDITURES	11,475.17	16,225.68	8,928.81	20,337.17	181,208	11.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CEMETERY EXPENDITURES</u>						
10-70-7100 CEMETERY MAINTENANCE	.00	.00	.00	.00	5,000	.0
TOTAL CEMETERY EXPENDITURES	.00	.00	.00	.00	5,000	.0
 TOTAL FUND EXPENDITURES	 499,853.60	 520,014.22	 283,379.56	 669,229.75	 3,906,804	 17.1
 NET REVENUE OVER EXPENDITURES	 102,864.71-	 133,649.67-	 7,750.89	 (101,985.97)	 96,304-	 (105.9)

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	9,519.12	
	TOTAL ASSETS		9,519.12

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	9,487.52	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	31.60	
	BALANCE - CURRENT DATE	31.60	
	TOTAL FUND EQUITY		9,519.12
	TOTAL LIABILITIES AND EQUITY		9,519.12

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

HANSEN'S CEMETERY TRUST FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
15-00-3601 INTEREST EARNED	.68	.40	15.54	31.60	52	60.8
TOTAL MISCELLANEOUS	.68	.40	15.54	31.60	52	60.8
TOTAL FUND REVENUE	.68	.40	15.54	31.60	52	60.8
NET REVENUE OVER EXPENDITURES	.68	.40	15.54	31.60	52	60.8

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	700,295.88	
	TOTAL ASSETS		700,295.88

LIABILITIES AND EQUITY

FUND EQUITY

20-00-2600	FUND BALANCE	696,423.58	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	3,872.30	
	BALANCE - CURRENT DATE	3,872.30	
	TOTAL FUND EQUITY		700,295.88
	TOTAL LIABILITIES AND EQUITY		700,295.88

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RAMP FUND (COLORADO BLVD)

		<u>YTD ACTUAL 2021-</u>	<u>YTD ACTUAL 2022-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>MISCELLANEOUS</u>						
20-00-3601	INTEREST EARNED	83.88	58.21	1,894.80	3,872.30	6,500	59.6
	TOTAL MISCELLANEOUS	83.88	58.21	1,894.80	3,872.30	6,500	59.6
	TOTAL FUND REVENUE	83.88	58.21	1,894.80	3,872.30	6,500	59.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	100,000	.0
TOTAL DEPARTMENT 00	.00	.00	.00	.00	100,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	100,000	.0
NET REVENUE OVER EXPENDITURES	83.88	58.21	1,894.80	3,872.30	93,500-	4.1

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	2,724,462.66	
21-00-1120	CASH W/COUNTY TREASURER	2,662.47	
21-00-1165	OTHER RECEIVABLES	148,566.69	
21-00-1276	2018 ADV DUE FR WWF	179,443.16	
21-00-1277	2019 ADV DUE FR WWF	2,241,738.00	
TOTAL ASSETS			5,296,872.98

LIABILITIES AND EQUITY

LIABILITIES

21-00-2020	ACCOUNTS PAYABLE	21,954.14	
TOTAL LIABILITIES			21,954.14

FUND EQUITY

21-00-2600	FUND BALANCE	5,148,283.63	
UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	126,635.21	
	BALANCE - CURRENT DATE	126,635.21	
TOTAL FUND EQUITY			5,274,918.84
TOTAL LIABILITIES AND EQUITY			5,296,872.98

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

IMPROVEMENT FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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TAXES

21-00-3130 SALES TAX (1/4)	118,996.29	135,321.17	81,698.71	148,566.68	975,000	15.2
21-00-3135 BUILDING USE TAX (1/3)	21.00	372.29	409.79	533.96	21,000	2.5
21-00-3136 MOTOR VEHICLE USE TAX	7,381.70	12,507.81	2,300.55	4,963.02	50,000	9.9
TOTAL TAXES	126,398.99	148,201.27	84,409.05	154,063.66	1,046,000	14.7

MISCELLANEOUS

21-00-3601 INTEREST EARNED	133.52	105.23	4,054.77	8,290.31	13,000	63.8
21-00-3604 DONATIONS	.00	.00	.00	.00	426,000	.0
21-00-3695 SALE OF EQUIPMENT	.00	.00	.00	.00	2,000	.0
TOTAL MISCELLANEOUS	133.52	105.23	4,054.77	8,290.31	441,000	1.9

SOURCE 37

21-00-3700 PARKING REVENUE	3,891.64	28,514.92	.00	.00	0	.0
21-00-3770 COLO PARKS & WILDLIFE GRANT	.00	.00	.00	.00	250,000	.0
21-00-3771 GOCO GRANT	.00	.00	.00	.00	850,000	.0
21-00-3772 DOLA GRANT	.00	.00	.00	.00	800,000	.0
21-00-3790 CDOT GRANTS	.00	.00	.00	.00	200,000	.0
TOTAL SOURCE 37	3,891.64	28,514.92	.00	.00	2,100,000	.0

SOURCE 38

21-00-3800 LAW ENFORCEMENT GRANT	.00	.00	.00	.00	150,000	.0
TOTAL SOURCE 38	.00	.00	.00	.00	150,000	.0
TOTAL FUND REVENUE	130,424.15	176,821.42	88,463.82	162,353.97	3,737,000	4.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

IMPROVEMENT FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-5103 ENGINEERING	.00	.00	.00	.00	20,000	.0
21-00-6012 POLICE VEHICLE PURCHASE	.00	.00	.00	.00	162,000	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	11,706.00-	.00	.00	.00	10,000	.0
21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	.00	50,000	.0
21-00-6017 OTHER STREET PROJECTS	.00	.00	.00	.00	50,000	.0
21-00-6024 PARK IMPROVEMENTS	.00	124,017.39	1,762.50	4,875.00	1,120,000	.4
21-00-6025 PW VEHICLE PURCHASE	.00	.00	.00	.00	65,000	.0
21-00-6026 PD EQUIPMENT	22,720.00	16,921.61	.00	10,652.12	174,500	6.1
21-00-6027 IT EQUIPMENT	12,572.00	7,076.00	.00	.00	0	.0
21-00-6028 STREETScape/MALL IMPROVEMENTS	5,995.00	6,275.00	.00	.00	200,000	.0
21-00-6031 COMMUNITY PROMOTION	.00	.00	.00	.00	28,000	.0
21-00-7041 MUSEUM BUILDING IMPROVEMENT	.00	7,800.00	.00	.00	25,000	.0
21-00-7042 LIBRARY BUILDING IMPROVEMENT	.00	.00	.00	.00	350,000	.0
21-00-7043 LAND ACQUISITION	395.72	110,000.00	.00	.00	500,000	.0
21-00-7044 PW FACILITY PROJECT	.00	2,640.00	11,785.64	20,191.64	3,000,000	.7
21-00-7045 POLICE STATION IMPROVEMENTS	.00	10,405.00	.00	.00	10,000	.0
21-00-7046 DOWNTOWN PARKING IMPROVEMENTS	.00	29,887.00	.00	.00	0	.0
21-00-8253 TRANSFER TO SWU FUND	.00	.00	.00	.00	25,000	.0
TOTAL IMPROVEMENT FUND EXPENDITURE	29,976.72	315,022.00	13,548.14	35,718.76	5,789,500	.6
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	.00	.00	.00	.00	350,000	.0
21-61-7042 SITES & FACILITIES IMPROVEMENT	.00	.00	(40,218.41)	.00	170,000	.0
TOTAL HSF PROJECTS	.00	.00	(40,218.41)	.00	520,000	.0
TOTAL FUND EXPENDITURES	29,976.72	315,022.00	(26,670.27)	35,718.76	6,309,500	.6
NET REVENUE OVER EXPENDITURES	100,447.43	138,200.58-	115,134.09	126,635.21	2,572,500-	4.9

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	94,123.43	
	TOTAL ASSETS		94,123.43

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE	93,811.01	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	312.42	
	BALANCE - CURRENT DATE	312.42	
	TOTAL FUND EQUITY		94,123.43
	TOTAL LIABILITIES AND EQUITY		94,123.43

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	.00	.00	.00	.00	12,000	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	.00	.00	12,000	.0
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	5.07	3.43	153.64	312.42	300	104.1
	TOTAL MISCELLANEOUS	5.07	3.43	153.64	312.42	300	104.1
	TOTAL FUND REVENUE	5.07	3.43	153.64	312.42	12,300	2.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CONSERVATION TRUST FD LOTTERY

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CONSERVATION FUND EXPENDITURES</u>						
22-00-8240 PROJECTS	.00	.00	.00	.00	80,000	.0
TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	80,000	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	80,000	.0
NET REVENUE OVER EXPENDITURES	5.07	3.43	153.64	312.42	67,700-	.5

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

1% STREET SALES TAX

ASSETS

23-00-1000	CASH - COMBINED FUND	1,693,556.45	
23-00-1165	OTHER RECEIVABLES	148,566.68	
	TOTAL ASSETS		1,842,123.13

LIABILITIES AND EQUITY

FUND EQUITY

23-00-2600	FUND BALANCE	1,685,566.08	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	156,557.05	
	BALANCE - CURRENT DATE	156,557.05	
	TOTAL FUND EQUITY		1,842,123.13
	TOTAL LIABILITIES AND EQUITY		1,842,123.13

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

1% STREET SALES TAX

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
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SOURCE 31

23-00-3133 SALES TAX (1/4) STREETS CIP	118,996.29	135,321.16	81,698.70	148,566.68	975,000	15.2
23-00-3136 INTEREST	85.40	49.04	.00	.00	4,000	.0
TOTAL SOURCE 31	119,081.69	135,370.20	81,698.70	148,566.68	979,000	15.2

SOURCE 36

23-00-3601 INTEREST EARNED	106.90	68.75	3,992.87	7,990.37	0	.0
TOTAL SOURCE 36	106.90	68.75	3,992.87	7,990.37	0	.0
TOTAL FUND REVENUE	119,188.59	135,438.95	85,691.57	156,557.05	979,000	16.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

1% STREET SALES TAX

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5103 ENGINEERING	.00	.00	.00	.00	400,000	.0
23-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	240,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	.00	.00	.00	.00	403,513	.0
TOTAL DEPARTMENT 00	.00	.00	.00	.00	1,543,763	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	1,543,763	.0
NET REVENUE OVER EXPENDITURES	119,188.59	135,438.95	85,691.57	156,557.05	564,763-	27.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	1,715,799.43
51-00-1150	A/R--BILLED ACCOUNTS	26,628.07
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	359,051.01
51-00-1610	LAND	13,231.00
51-00-1620	WATER RIGHTS	10,440.00
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	13,405,850.73
51-00-1631	ACCUMULATED DEPRECIATION	(8,872,008.45)
51-00-1640	MACHINERY & EQUIPMENT	417,632.76

TOTAL ASSETS	7,076,624.55
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LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	16,026.71
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	1,780.74
51-00-2015	ACCRUED PAYROLL PAYABLE	10,315.57
51-00-2020	ACCOUNTS PAYABLE	49,231.36
51-00-2251	2004 CWCB NOTE PAYABLE--LT	534,467.17
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	22,057.17
51-00-2255	2004 CWCB NOTE PAYABLE--CURR	47,163.69

TOTAL LIABILITIES	681,042.41
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FUND EQUITY

51-00-2600	FUND BALANCE	3,905,973.33
51-00-2611	CONTRIBUTED CAPITAL	150,585.00
51-00-2612	CONTRIB CAPITAL - GRANTS	583,086.00

UNAPPROPRIATED FUND BALANCE:		
51-00-2900	RETAINED EARNINGS	1,692,302.74
	REVENUE OVER EXPENDITURES - YTD	63,635.07

BALANCE - CURRENT DATE	1,755,937.81
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TOTAL FUND EQUITY	6,395,582.14
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TOTAL LIABILITIES AND EQUITY	7,076,624.55
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CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>							
51-00-3130	SALES TAX	.00	.00	.00	.00	487,500	.0
	TOTAL CARRY OVER	.00	.00	.00	.00	487,500	.0
<u>CHARGES FOR SERVICES</u>							
51-00-3411	USAGE FEES	163,775.20	177,585.52	223,717.18	223,645.58	1,213,175	18.4
51-00-3415	LATE CHARGES	.00	2,376.17	4,780.18	4,420.95	14,000	31.6
51-00-3422	TAP FEES	.00	.00	.00	.00	20,000	.0
	TOTAL CHARGES FOR SERVICES	163,775.20	179,961.69	228,497.36	228,066.53	1,247,175	18.3
<u>FINES/LEASES</u>							
51-00-3500	WATER LEASE	556.22	.00	22,164.80	22,164.80	50,000	44.3
	TOTAL FINES/LEASES	556.22	.00	22,164.80	22,164.80	50,000	44.3
<u>MISCELLANEOUS</u>							
51-00-3601	INTEREST EARNED	65.85	53.00	2,903.06	6,056.76	8,500	71.3
51-00-3606	HAULED	4,928.94	2,264.64	2,181.42	7,722.31	45,000	17.2
51-00-3699	OTHER INCOME	1,056.22	200.00	100.00	100.00	1,000	10.0
	TOTAL MISCELLANEOUS	6,051.01	2,517.64	5,184.48	13,879.07	54,500	25.5
	TOTAL FUND REVENUE	170,382.43	182,479.33	255,846.64	264,110.40	1,839,175	14.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	.00	.00	.00	.00	20,000	.0
51-00-4103 HOURLY	17,488.92	20,332.41	9,074.96	20,403.24	128,873	15.8
51-00-4104 OVERTIME	.00	.00	288.81	1,316.02	0	.0
51-00-4105 HOLIDAY	.00	.00	80.00	80.00	0	.0
51-00-4201 FICA	1,004.23	1,187.60	538.89	1,271.00	6,307	20.2
51-00-4202 MEDICARE	234.88	277.75	126.04	297.25	1,474	20.2
51-00-4203 HEALTH INS.	4,514.82	4,166.28	2,806.81	4,843.61	25,033	19.4
51-00-4204 LIFE INS.	24.50	24.15	14.87	26.25	140	18.8
51-00-4205 DEFERRED COMP	379.70	659.44	301.85	757.34	3,500	21.6
51-00-4206 UNEMPLOYMENT	52.52	40.72	18.90	43.63	216	20.2
51-00-4207 DISABILITY INSURANCE	.00	.00	163.36	229.14	268	85.5
51-00-4209 DENTAL INSURANCE	294.40	241.92	148.80	250.40	1,407	17.8
51-00-5000 PLANT OPERATIONS CONTRACTUAL	.00	4,139.92	.00	.00	35,000	.0
51-00-5101 LEGAL	1,581.15	1,649.28	807.27	880.66	8,000	11.0
51-00-5102 AUDIT	.00	.00	.00	.00	5,000	.0
51-00-5103 DESIGN/ENGINEERING	.00	772.00	.00	666.00	20,000	3.3
51-00-5104 FINANCIAL SERVICES	.00	.00	.00	.00	14,000	.0
51-00-5108 OTHER PROFESSIONAL FEES	5,890.04	3,325.44	1,136.79	6,449.40	90,000	7.2
51-00-5109 PROCESS CONTROL EQUIPMENT	.00	.00	.00	.00	3,000	.0
51-00-5201 LAB TESTS	722.50	431.90	1,653.80	1,875.20	5,600	33.5
51-00-5202 TRASH DISPOSAL	74.17	212.64	136.08	272.16	1,000	27.2
51-00-5204 REPAIR/MAINT-PLANT	.00	780.07	.00	.00	5,400	.0
51-00-5206 CH. CK. SAN DIST. MAINT FEE	932.00	.00	.00	.00	0	.0
51-00-5207 REPAIR/MAINT.-SERVICES	1,683.07	.00	.00	.00	4,000	.0
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	.00	.00	.00	.00	2,000	.0
51-00-5209 INSTRUMENT CALIBRATION	.00	.00	.00	.00	18,000	.0
51-00-5212 TRAINING	300.00	.00	.00	85.00	1,000	8.5
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	.00	.00	525.00	525.00	700	75.0
51-00-5300 CIRSA W/C INSURANCE	642.56	727.48	.00	806.28	4,000	20.2
51-00-5301 CIRSA P/C INSURANCE	2,300.60	2,411.30	.00	4,379.14	10,000	43.8
51-00-5302 DISCHARGE PERMITS/LICENSES	151.24	.00	.00	.00	1,500	.0
51-00-5303 TELEPHONE	189.90	142.82	71.90	143.47	2,000	7.2
51-00-5304 DUES & PUBLICATIONS	400.00	450.00	450.00	450.00	600	75.0
51-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	1,620.00	1,620.00	3,240.00	84,000	3.9
51-00-5310 POSTAGE	364.18	207.36	.00	199.08	1,200	16.6
51-00-5312 LEGAL PUBLICATIONS	405.10	.00	.00	.00	1,000	.0
51-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	200	.0
51-00-5325 PRINTING	.00	7.00	.00	.00	250	.0
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	434.64	1,374.76	695.60	1,381.86	8,500	16.3
51-00-6001 ELECTRICITY & GAS	3,390.74	16,993.32	10,259.46	19,595.60	70,000	28.0
51-00-6004 MATERIALS/SUPPLIES/PLANT	.00	19.96	119.38	119.38	5,500	2.2
51-00-6007 MATERIALS/SUPPLIES/EQUIP	.00	6.50	.00	.00	2,500	.0
51-00-6010 MATERIALS/SUPPLIES/OFFICE	127.93	178.83	.00	.00	700	.0
51-00-6012 GAS/OIL-EQUIPMENT	.00	.00	.00	.00	600	.0
51-00-6022 SAFETY ITEMS	.00	.00	.00	.00	700	.0
51-00-6025 TOOLS	129.00	.00	.00	.00	500	.0
51-00-6030 UNIFORMS	21.00	.00	.00	.00	200	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	87.09	87.09	500	17.4
51-00-6150 FLEET REPAIR & MAINTENANCE	1,470.76	.00	13.98	31.14	2,500	1.3
51-00-6191 FLEET FUEL	197.83	702.26	340.85	724.90	4,000	18.1
51-00-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
51-00-6201 CHEMICALS-CHLORINE	552.64	2,456.36	2,009.20	2,798.54	17,000	16.5
51-00-6207 CHEMICALS/LAB	.00	393.39	.00	280.03	2,500	11.2
51-00-6210 CHEMICALS-MISC.	.00	.00	3,940.06	3,997.83	6,000	66.6
51-00-6215 CHEMICALS - CITRIC ACID	.00	1,511.75	.00	.00	2,500	.0
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	.00	.00	.00	.00	4,500	.0
51-00-7011 COMPUTER SOFTWARE	.00	46.88	.00	.00	0	.0
TOTAL OPERATIONAL EXPENDITURES	49,195.02	67,491.49	37,429.75	78,505.64	636,968	12.3

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	4,699.16	4,912.80	4,625.24	7,760.04	28,502	27.2
51-15-4103 HOURLY	9,125.99	10,590.84	5,941.92	12,519.31	58,653	21.3
51-15-4104 OVERTIME	.00	.00	552.70	1,195.91	0	.0
51-15-4201 FICA	842.09	936.63	677.59	1,307.76	5,250	24.9
51-15-4202 MEDICARE	196.94	219.08	158.48	305.87	1,228	24.9
51-15-4203 HEALTH INS.	855.20	1,422.20	713.51	1,427.01	8,827	16.2
51-15-4204 LIFE INS.	17.53	18.32	6.64	14.35	110	13.1
51-15-4205 DEFERRED COMP	314.05	328.17	16.76	197.60	1,700	11.6
51-15-4206 UNEMPLOYMENT	41.52	31.05	19.18	39.61	172	23.0
51-15-4207 DISABILITY INSURANCE	.00	.00	75.26	132.63	400	33.2
51-15-4209 DENTAL INSURANCE	42.40	66.12	28.10	56.20	398	14.1
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	.00	.00	.00	.00	5,000	.0
51-15-5206 REPAIR/MAINT HYDRANTS	.00	.00	.00	.00	3,000	.0
51-15-5212 TRAINING	.00	.00	.00	.00	350	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	.00	.00	.00	.00	500	.0
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	439.41	.00	2,599.20	3,068.98	6,000	51.2
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	5,000	.0
51-15-6022 SAFETY ITEMS	28.00	10.99	.00	120.00	2,500	4.8
51-15-6025 TOOLS	.00	.00	.00	.00	1,000	.0
51-15-7006 METERS/ANTENNA READ BOX	3,569.96	.00	2,441.50	6,128.06	7,500	81.7
TOTAL DISTRIBUTION EXPENDITURES	20,172.25	18,536.20	17,856.08	34,273.33	137,590	24.9

DEPARTMENT 72

51-72-7310 WTP UPGRADES	.00	.00	.00	.00	750,000	.0
51-72-7320 WATER DISTRIBUTION PROJECTS	.00	.00	.00	11,123.11	500,000	2.2
TOTAL DEPARTMENT 72	.00	.00	.00	11,123.11	1,250,000	.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
51-79-5108	BANK FEES	30.00	.00	.00	.00	0	.0
51-79-8140	2004 CWCB NOTE--PRINCIPAL	.00	44,868.87	.00	47,164.00	36,323	129.9
51-79-8141	2004 CWCB NOTE--INTEREST	.00	31,704.38	.00	29,409.25	25,801	114.0
51-79-8144	2002 CWRPDA LOAN--PRINCIPAL	71,570.26	73,163.16	.00	.00	0	.0
51-79-8145	2002 CWRPDA LOAN--INTEREST	6,438.65	2,073.67	.00	.00	0	.0
TOTAL DEBT SERVICE		78,038.91	151,810.08	.00	76,573.25	62,124	123.3
TOTAL FUND EXPENDITURES		147,406.18	237,837.77	55,285.83	200,475.33	2,086,682	9.6
NET REVENUE OVER EXPENDITURES		22,976.25	55,358.44-	200,560.81	63,635.07	247,507-	25.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	1,236,879.93	
52-00-1125	CASH W/ FISCAL AGT-CWRPDA '19	10,000.00	
52-00-1126	CASH W/ FISCAL AGT-CWRPDA '20	160,680.38	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	362,697.67	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	19,892,572.56	
52-00-1631	ACCUMULATED DEPRECIATION	(6,771,956.66)	
52-00-1640	MACHINERY & EQUIPMENT	388,884.00	
	TOTAL ASSETS		15,896,647.04

LIABILITIES AND EQUITY

LIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	16,352.95	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	1,817.00	
52-00-2015	ACCRUED PAYROLL PAYABLE	10,315.39	
52-00-2020	ACCOUNTS PAYABLE	59,551.19	
52-00-2267	2018 STX IMPVT FD ADV-CURRENT	179,443.16	
52-00-2276	2019 STX IMPVT ADV-LT PORTION	2,241,738.00	
52-00-2530	2019 CWRPDA LOAN	2,659,862.48	
52-00-2531	2019 CWRPDA LOAN-CURR PORTION	95,565.91	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,296.19	
52-00-2548	2005 STX IMPVT ADV ACCR'D INT	943.96	
52-00-2550	2020 CWRPDA LOAN-LT	2,803,032.68	
52-00-2551	2020 CWRPDA LOAN-CURR PORTION	94,852.73	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,414.90	
	TOTAL LIABILITIES		8,168,186.54

FUND EQUITY

52-00-2600	FUND BALANCE	6,277,144.25	
52-00-2611	PLANT INVESTMENT FEES	124,940.00	
52-00-2612	CAPITAL GRANT	464,981.00	
	UNAPPROPRIATED FUND BALANCE:		
52-00-2900	RETAINED EARNINGS	810,258.30	
	REVENUE OVER EXPENDITURES - YTD	51,136.95	
	BALANCE - CURRENT DATE		861,395.25
	TOTAL FUND EQUITY		7,728,460.50
	TOTAL LIABILITIES AND EQUITY		15,896,647.04

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

		YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>							
52-00-3130	SALES TAXES	.00	.00	.00	.00	487,500	.0
	TOTAL CARRY OVER	.00	.00	.00	.00	487,500	.0
<u>CHARGES FOR SERVICES</u>							
52-00-3411	USER FEES	146,938.30	159,400.41	226,779.17	237,329.24	1,150,000	20.6
52-00-3415	LATE CHARGES	.00	1,921.71	3,510.28	3,436.15	11,000	31.2
52-00-3422	TAP FEES	.00	.00	.00	.00	20,000	.0
	TOTAL CHARGES FOR SERVICES	146,938.30	161,322.12	230,289.45	240,765.39	1,181,000	20.4
<u>MISCELLANEOUS</u>							
52-00-3601	INTEREST EARNED	361.75	32.68	2,429.69	4,989.17	8,000	62.4
52-00-3699	OTHER INCOME	200.00	4,729.45	200.00	300.00	10,000	3.0
	TOTAL MISCELLANEOUS	561.75	4,762.13	2,629.69	5,289.17	18,000	29.4
<u>SOURCE 38</u>							
52-00-3890	DOLA GRANT	.00	.00	.00	.00	375,000	.0
	TOTAL SOURCE 38	.00	.00	.00	.00	375,000	.0
	TOTAL FUND REVENUE	147,500.05	166,084.25	232,919.14	246,054.56	2,061,500	11.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	.00	.00	.00	.00	20,000	.0
52-00-4103 HOURLY	17,488.73	20,332.29	9,074.91	20,403.16	128,873	15.8
52-00-4104 OVERTIME	.00	.00	288.81	1,316.02	2,000	65.8
52-00-4105 HOLIDAY	.00	.00	80.00	80.00	0	.0
52-00-4201 FICA	1,004.10	1,187.45	538.89	1,270.94	6,307	20.2
52-00-4202 MEDICARE	234.81	277.71	126.00	297.19	1,474	20.2
52-00-4203 HEALTH INSURANCE	4,514.78	4,166.28	2,806.78	4,843.58	25,033	19.4
52-00-4204 LIFE INS.	24.50	24.15	14.88	26.25	140	18.8
52-00-4205 DEFERRED COMP	379.68	659.40	301.85	757.31	3,600	21.0
52-00-4206 UNEMPLOYMENT	52.37	40.55	18.88	43.57	217	20.1
52-00-4207 DISABILITY INSURANCE	.00	.00	163.36	229.11	500	45.8
52-00-4209 DENTAL INSURANCE	294.40	241.92	148.80	250.40	1,407	17.8
52-00-5000 PLANT OPERATIONS CONTRACTUAL	5,425.96	4,711.13	1,015.00	1,141.00	40,000	2.9
52-00-5101 LEGAL	.00	.00	.00	.00	2,500	.0
52-00-5102 AUDIT	.00	.00	.00	.00	5,000	.0
52-00-5103 DESIGN/ENGINEERING	.00	3,282.00	.00	.00	5,000	.0
52-00-5104 FINANCIAL SERVICES	.00	.00	5,203.12	9,979.99	14,000	71.3
52-00-5108 OTHER PROFESSIONAL FEES	1,954.41-	2,174.94	822.28	1,699.90	25,000	6.8
52-00-5109 PROCESS CONTROL EQUIPMENT	.00	.00	3,287.82	3,287.82	2,500	131.5
52-00-5201 LAB TESTS	765.01	1,438.20	3,755.10	4,615.50	10,000	46.2
52-00-5202 DISPOSAL-TRASH	360.82	906.00	453.00	906.00	5,500	16.5
52-00-5204 REPAIR/MAINT.-PLANT	1,329.08	.00	170.40	5,428.26	40,000	13.6
52-00-5206 CH. CREEK SAN DIST MAINT FEE	.00	298.00	171.00	324.00	2,000	16.2
52-00-5207 REPAIR/MAINT-SERVICES	2,863.82	.00	.00	.00	8,000	.0
52-00-5208 REPAIR MAINT - INSTRUMENTS	.00	48.30	.00	.00	1,500	.0
52-00-5209 INSTRUMENT CALIBRATION	.00	.00	.00	22,014.00	25,000	88.1
52-00-5212 TRAINING	.00	.00	834.48	1,004.48	1,500	67.0
52-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215 EMPLOYEE INCENTIVE	.00	.00	525.00	525.00	300	175.0
52-00-5250 SLUDGE REMOVAL	694.28-	1,449.23	1,280.73	5,826.74	25,000	23.3
52-00-5300 CIRSA W/C INSURANCE	642.56	727.48	.00	806.28	4,000	20.2
52-00-5301 CIRSA P/C INSURANCE	2,300.61	2,411.30	.00	4,379.14	10,000	43.8
52-00-5302 DISCHARGE PERMITS/LICENSES	.00	.00	.00	.00	5,000	.0
52-00-5303 TELEPHONE	.00	142.82	71.90	143.47	1,500	9.6
52-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	1,620.00	1,620.00	3,240.00	20,000	16.2
52-00-5310 POSTAGE & SHIPPING	364.17	526.03	.00	199.08	1,300	15.3
52-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	300	.0
52-00-5313 ADVERTISING	.00	.00	.00	.00	100	.0
52-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,500	.0
52-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	300	.0
52-00-5325 PRINTING	.00	7.00	.00	.00	500	.0
52-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335 CELL/INTERNET SERVICE	70.25	5,570.31	2,787.94	5,571.29	34,000	16.4
52-00-5390 UCCWA	.00	1,313.09	.00	.00	2,000	.0
52-00-6001 UTILITIES	7,002.31	15,894.91	49,255.80	59,870.66	170,000	35.2
52-00-6004 MATERIALS/SUPPLIES/PLANT	.00	168.91	1,212.88	1,212.88	4,200	28.9
52-00-6007 MATERIALS/SUPPLIES/EQUIP	2,476.92	530.74	213.32	213.32	3,000	7.1
52-00-6010 MATERIALS/SUPPLIES/OFFICE	240.67	607.42	.00	716.52	2,500	28.7
52-00-6012 GAS/OIL-EQUIPMENT	.00	.00	65.28	130.56	3,000	4.4
52-00-6022 SAFETY ITEMS	.00	.00	.00	.00	800	.0
52-00-6025 TOOLS	.00	123.87	.00	.00	800	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	.00	10.99	174.21	174.21	500	34.8
52-00-6150 FLEET MAINT	28.03	.00	.00	.00	600	.0
52-00-6191 FLEET FUEL	197.83	624.81	275.57	724.89	4,000	18.1
52-00-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
52-00-6193 FLEET SUPPLIES	.00	26.04	.00	.00	250	.0
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	300	.0
52-00-6207 CHEMICALS/LAB	.00	4,079.05	1,315.89	5,668.34	18,000	31.5
52-00-6210 CHEMICALS-MISC.	.00	904.10	.00	.00	25,000	.0
52-00-7011 COMPUTER SOFTWARE	.00	46.87	.00	.00	0	.0
52-00-8171 2019 STX IMPRVT ADV-PRIN	.00	.00	.00	.00	224,174	.0
TOTAL OPERATIONAL EXPENDITURES	48,652.72	76,573.29	88,073.88	169,320.86	942,875	18.0

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	4,699.16	4,912.80	4,625.24	7,760.04	28,011	27.7
52-16-4103 HOURLY	9,125.97	10,590.81	5,941.92	12,519.31	57,565	21.8
52-16-4104 OVERTIME	.00	.00	552.68	1,195.88	2,000	59.8
52-16-4201 FICA	842.00	936.53	677.55	1,307.69	5,149	25.4
52-16-4202 MEDICARE	196.91	219.03	158.48	305.83	1,203	25.4
52-16-4203 HEALTH INSURANCE	855.19	1,422.20	713.50	1,427.00	8,958	15.9
52-16-4204 LIFE INS.	17.47	18.24	6.66	14.35	110	13.1
52-16-4205 DEFERRED COMP	313.99	328.11	16.76	197.60	1,700	11.6
52-16-4206 UNEMPLOYMENT	41.42	30.95	19.11	39.47	170	23.2
52-16-4207 DISABILITY INSURANCE	.00	.00	75.27	132.63	392	33.8
52-16-4209 DENTAL INSURANCE	42.40	66.12	28.10	56.20	398	14.1
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	500	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	.00	.00	.00	469.78	5,000	9.4
52-16-6022 SAFETY ITEMS	14.00	.00	.00	119.99	750	16.0
52-16-6025 TOOLS	.00	.00	.00	.00	1,500	.0
52-16-6191 FLEET FUEL	.00	.00	50.98	50.98	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	16,148.51	18,524.79	12,866.25	25,596.75	116,906	21.9

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	.00	124.95	.00	.00	100,000	.0
52-72-7320 WW COLLECTION PROJECTS	.00	.00	.00	.00	500,000	.0
TOTAL DEPARTMENT 72	.00	124.95	.00	.00	600,000	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

		YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
52-79-8101	2020 CWRPDA--PRINCIPAL	.00	.00	.00	.00	94,853	.0
52-79-8102	2020 CWRPDA--INTEREST	.00	.00	.00	.00	14,371	.0
52-79-8109	2019 CWRPDA--PRINCIPAL	.00	.00	.00	.00	95,566	.0
52-79-8110	2019 CWRPDA--INTEREST	.00	.00	.00	.00	13,658	.0
TOTAL DEBT SERVICE		.00	.00	.00	.00	218,448	.0
TOTAL FUND EXPENDITURES		64,801.23	95,223.03	100,940.13	194,917.61	1,878,229	10.4
NET REVENUE OVER EXPENDITURES		82,698.82	70,861.22	131,979.01	51,136.95	183,271	27.9

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2023

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	376,260.72	
59-00-1165	OTHER RECEIVABLES	24,685.89	
	TOTAL ASSETS		400,946.61

LIABILITIES AND EQUITY

LIABILITIES

59-00-2020	ACCOUNTS PAYABLE	1,416.50	
	TOTAL LIABILITIES		1,416.50

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
59-00-2900	RETAINED EARNINGS	359,103.84	
	REVENUE OVER EXPENDITURES - YTD	40,426.27	
	BALANCE - CURRENT DATE	399,530.11	
	TOTAL FUND EQUITY		399,530.11
	TOTAL LIABILITIES AND EQUITY		400,946.61

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PARKING ENTERPRISE FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
59-00-3135 BOND PROCEEDS	.00	.00	.00	.00	6,900,000	.0
TOTAL SOURCE 31	.00	.00	.00	.00	6,900,000	.0
<u>CHARGES FOR SERVICES</u>						
59-00-3491 PARKING FEES	.00	.00	24,740.35	49,426.24	350,000	14.1
TOTAL CHARGES FOR SERVICES	.00	.00	24,740.35	49,426.24	350,000	14.1
<u>MISCELLANEOUS</u>						
59-00-3601 INTEREST EARNED	.00	.00	614.20	1,227.45	1,000	122.8
TOTAL MISCELLANEOUS	.00	.00	614.20	1,227.45	1,000	122.8
<u>SOURCE 37</u>						
59-00-3790 CDOT CONTRIBUTION	.00	.00	.00	.00	400,000	.0
TOTAL SOURCE 37	.00	.00	.00	.00	400,000	.0
TOTAL FUND REVENUE	.00	.00	25,354.55	50,653.69	7,651,000	.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PARKING ENTERPRISE FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	.00	.00	.00	20,000	.0
59-70-5108 DESIGN/ENGINEERING	.00	.00	458.50	10,227.42	400,000	2.6
59-70-7901 CAPITAL PROJECTS	.00	.00	.00	.00	700,000	.0
TOTAL CAPITAL EXPENSES	.00	.00	458.50	10,227.42	1,120,000	.9
TOTAL FUND EXPENDITURES	.00	.00	458.50	10,227.42	1,120,000	.9
NET REVENUE OVER EXPENDITURES	.00	.00	24,896.05	40,426.27	6,531,000	.6

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

POLICE PENSION FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
71-00-3601 INTEREST EARNED	.95-	.18	.00	.00	0	.0
TOTAL MISCELLANEOUS	.95-	.18	.00	.00	0	.0
TOTAL FUND REVENUE	.95-	.18	.00	.00	0	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

POLICE PENSION FUND

	YTD ACTUAL 2021-	YTD ACTUAL 2022-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE PENSION EXPENDITURES</u>						
71-00-4103 PENSION BENEFIT PAYMENT	2,869.00	2,869.00	.00	.00	0	.0
TOTAL POLICE PENSION EXPENDITURES	2,869.00	2,869.00	.00	.00	0	.0
TOTAL FUND EXPENDITURES	2,869.00	2,869.00	.00	.00	0	.0
NET REVENUE OVER EXPENDITURES	2,869.95-	2,868.82-	.00	.00	0	.0

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

Resolution No. 5, Series 2023

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND JACK PINE MINING COMPANY CONCERNING A POTENTIAL LAND SWAP

WHEREAS, in December of 2021, the City of Idaho Springs (“City”) City Council (“Council”) approved the execution of a memorandum of understanding with the Colorado Department of Transportation (CDOT) concerning the potential construction of a Mobility Hub in the City to serve both local and regional transportation in and through the area; and

WHEREAS, as a part of the potential location of such a Mobility Hub within the City in the area of the Exit 240 I-70 interchange, the City has engaged in discussions with Jack Pine Mining Company (“Jack Pine”), the owner of the property located south of Idaho Street between 13th and 14th Avenues (the “Current Business Property”); and

WHEREAS, the City and Jack Pine’s representative have discussed the potential of a land swap, whereby Jack Pine would obtain title to a parcel of property that is roughly equal in size to the Current Business Property in exchange for conveying the Current Business Property to the City, which the City would use for purposes related to the Mobility Hub; and

WHEREAS, as a part of this possible land swap, the City has agreed to consider paying for the costs associated with relocating the businesses that are currently operating on the Current Business Property, including but not limited to the costs of designing and constructing new buildings for said businesses to occupy in their proposed new location; and

WHEREAS, the Council finds that the acquisition of the Current Business Property would serve the public welfare by increasing the viability of the Mobility Hub project, thereby making more public mass transit available to residents and visitors within the City and along the I-70 corridor; and

WHEREAS, the Council further finds that paying the costs to relocate the businesses currently using the Current Business Property is a fair and equitable approach to acquiring the property and further recognizes the value and importance of local businesses; and

WHEREAS, the Council therefore wishes to enter into a memorandum of understanding with Jack Pine to memorialize their mutual desires and objectives to cooperate towards an eventual land swap.

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

The attached Memorandum of Understanding between the City and Jack Pine Mining Company, concerning the potential swap of land in the area of the possible future Mobility Hub, is hereby approved. The Mayor is authorized to execute the same.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 27th day of March, 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

**Memorandum of Understanding
Between the City of Idaho Springs, Colorado and Jack Pine Mining Company**

This Memorandum of Understanding ("MOU"), between the CITY OF IDAHO SPRINGS, COLORADO ("City") and JACK PINE MINING COMPANY ("Jack Pine Mining"), owner of the properties at 1313, 1347 and 1353 Idaho Street and at 2275 Chicago Creek Road in Idaho Springs, formalizes the discussion between the two entities identified above as it pertains to a potential Mobility Hub.

Recitals:

1. The Colorado Department of Transportation (CDOT) and the City participated in an Idaho Springs Mobility Hub Visioning Workshop on November 9, 2021 and subsequently entered into an MOU that memorializes a shared and aligned vision for a Mobility Hub located northeast of the Exit 240 interchange of Interstate 70.
2. CDOT and the City believe that a Mobility Hub in the City could facilitate local and regional transportation for the benefit of the traveling public of the State of Colorado. Local and regional transportation that could be facilitated by a Mobility Hub include but may not be limited to CDOT's Bustang and Snowstang bus routes, CDOT's Pegasus van shuttle routes, Clear Creek County-operated Roundabout transit routes, and Greyhound-operated national bus routes.
3. CDOT and the City believe that the potential benefits of a Mobility Hub in the City include but are not limited to an increased ease of public access to both local and regional multimodal transportation, a reduction in local and regional traffic congestion, a heightened accommodation of expected local and regional traffic increases, increased availability of public parking, and the general improvement of local livability within the City that would flow from such improvements.
4. CDOT and the City have discussed the following elements as projects that might be included in a Mobility Hub in the City: public access to City streets, sidewalks, parking lots, and the Peaks to Plains Greenway; a bus turnaround; bus parking spaces; electric vehicle charging stations; surface parking; a parking structure; a transit stop; infrastructure improvements; and pedestrian and bicycle access and improvements.
5. CDOT has prioritized the Idaho Springs Mobility Hub in its I-70 Mountain Corridor highway and transit projects for funding at \$6.3 million.
6. The City has developed a financial plan that will match this CDOT funding at \$6.9 million through the issuance of bonds that will be repaid from parking revenues from a proposed City parking structure that would become part of the Mobility Hub and possibly from assessments on downtown properties within an already-approved special improvement district.
7. The City and Jack Pine Mining, by and through its authorized representative Deborah Rutzebeck, have been in discussion for several years about the possibility of a land swap that would relocate Jack Pine Mining's existing buildings from their current location to provide additional space for the proposed Mobility Hub. The existing buildings currently contain three businesses - a ski shop, a laundromat and an auto repair shop - situated on approximately 13,000 square feet of land south of Idaho Street between 13th and 14th Avenues (the "Current Business Property") (see Parcel A on the attached Exhibit).
8. The City has purchased right of way from CDOT to obtain ownership of the entire City parking lot of approximately 15,000 square feet of land south of Idaho Street between 12th and 13th Avenues where

Rutzebeck's businesses are proposed to be relocated (the "Current Parking Lot Property") (see Parcel B on the attached Exhibit).

9. The City and Jack Pine Mining have also discussed moving the historic Colorado & Southern Railway train station owned by Jack Pine Mining from its current location at 2275 Chicago Creek Road to the Current Business Property area to potentially become a part of the proposed Mobility Hub. The relocated train station would be a prominent historic landmark close to its original location and is envisioned to provide transit-related services such as restrooms and visitor/traveler information.
10. CDOT has additionally stated its willingness to assist the City logistically and financially with right of way acquisition, property acquisition and business relocation related to this project.

NOW THEREFORE, upon execution of this MOU, the City and Jack Pine Mining agree as follows:

They will continue to communicate and cooperate towards the execution of a land swap and the relocation of Jack Pine Mining's businesses and tenants from the Current Business Property to the Current Parking Lot Property. The parties will also continue to negotiate the relocation of Jack Pine Mining's train station to the area of the proposed Mobility Hub.

This process is believed to include the following elements and approximate timeline:

- a. The City in cooperation with Jack Pine Mining will retain at the City's expense an architect to design new building(s) of the approximate total square footage of Jack Pine Mining's existing buildings (approximately 6,000 square feet) to accommodate the existing businesses and tenants. (Spring 2023)
- b. The City in cooperation with Jack Pine Mining will retain at the City's expense a contractor to construct the building(s). (Summer/Fall 2023)
- c. Jack Pine Mining will relocate existing businesses and tenants including all equipment and furnishings into the new buildings. (Summer/Fall 2024)
- d. The City and Jack Pine Mining will complete the legal process at the City's expense to swap ownership of a comparable amount of square footage for their properties as follows: Jack Pine Mining would take ownership of the current Parking Lot Property, including the newly constructed buildings; the City would take ownership of the Current Business Property, including the buildings current located thereon. (Summer/Fall 2024)
- e. Jack Pine Mining has stated its interest and intent to transfer ownership of the former train station to the City under mutually agreeable terms. The City will then relocate the train station at City's expense to the area of the Current Business Property. (Summer 2025)
- f. The City and Jack Pine Mining will coordinate and cooperate with CDOT regarding its requirements for the property acquisition process with the mutual goal of obtaining CDOT's logistical and financial support.

Contacts

For Jack Pine Mining:

Name: Deborah Rutzebeck
Title: Owner's Representative
Address: 1022 Colorado Blvd., P.O. Box 90
Idaho Springs, CO 80452

For the City:

Name: Andrew Marsh
Title: City Administrator
Address: 1711 Miner St., P.O. Box 907
Idaho Springs, CO 80452

Phone: 303-887-6347
Email: rutzdk@aol.com

Phone: 303-567-4421
Email: admin@idahospringsco.com

Signature Authority

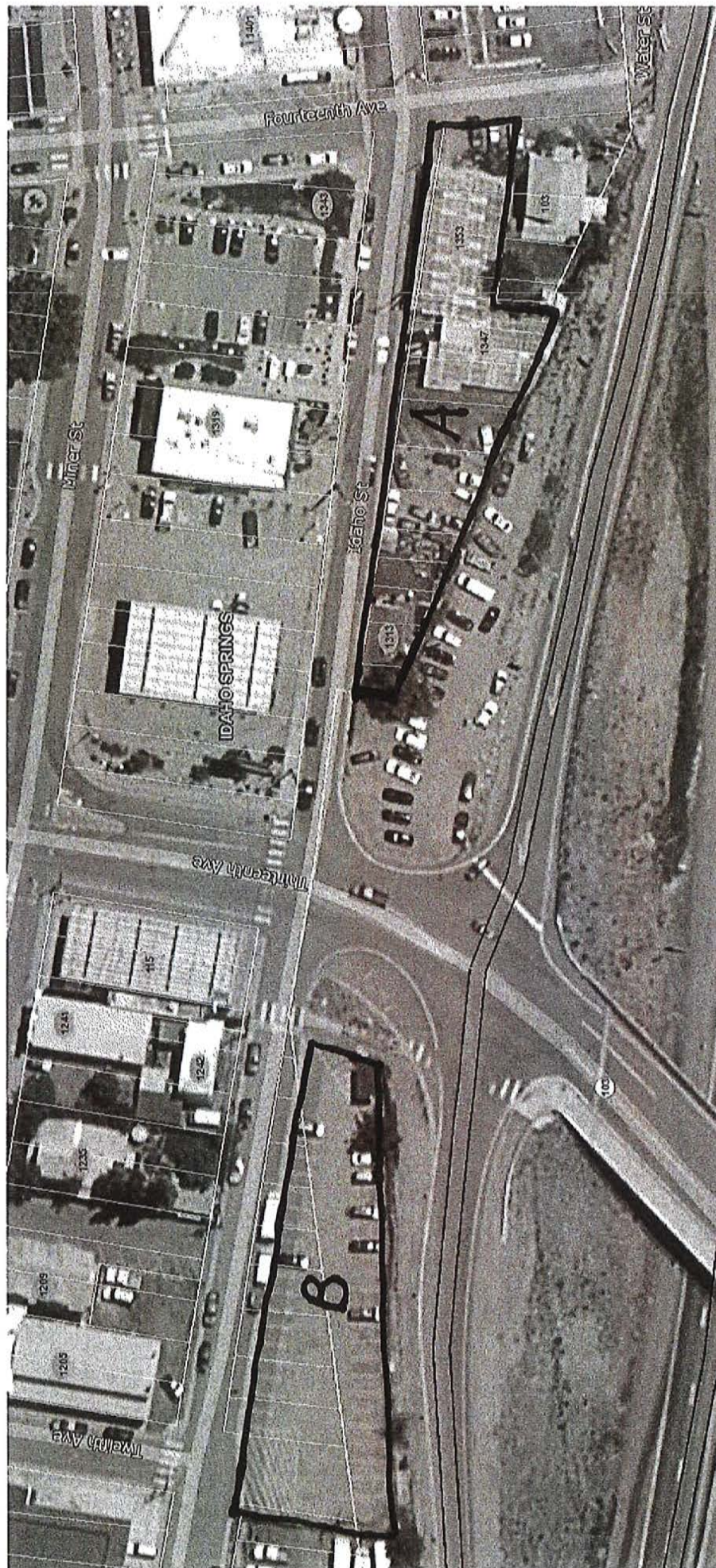
Each Party represents and warrants that it has taken all actions that are necessary or that are required by its respective procedures and applicable law to legally authorize the undersigned signatory for that Party to execute this MOU on behalf of the Party.

**THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF
UNDERSTANDING**

CITY OF IDAHO SPRINGS, COLORADO	JACK PINE MINING CO.
_____ By: Chuck Harmon, Mayor	_____ By: Deborah Rutzebeck
Date: _____	Date: _____

EXHIBIT

[ILLUSTRATION OF LAND SWAP:
PARCEL A = CURRENT BUSINESSES' LOCATION;
PARCEL B = CURRENT PARKING LOT LOCATION]



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 7, Series 2023

AN ORDINANCE REPEALING AND REENACTING SECTION 17-67 OF THE IDAHO SPRINGS MUNICIPAL CODE CONCERNING CERTAIN WEAPONS POSSESSION IN RESPONSE TO FEDERAL CASE LAW

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

WHEREAS, pursuant to C.R.S. § 31-15-401, the City, acting through its City Council (the “Council”), is authorized to adopt rules and regulations prohibiting certain conduct and defining general offenses that harm or pose a threat to the public health, safety or welfare; and

WHEREAS, pursuant to such authority, the Council has previously defined and adopted certain general offenses, codified as Chapter 17 of the Idaho Springs Municipal Code (“Code”), including a prohibition of the possession of firearms in liquor licensed premises, codified as Code Section 17-67; and

WHEREAS, on June 23, 2022, the Supreme Court of the United States issued its opinion in *N.Y. State Rifle & Pistol Ass’n v. Bruen*, 142 S. Ct. 2111 (2022); and

WHEREAS, the *Bruen* Court significantly altered the state of Second Amendment Constitutional analysis by introducing the “historical tradition” test which requires a governmental entity to justify a firearm regulation by showing such regulation is consistent with “the Nation’s historical tradition of firearm regulation;” and

WHEREAS, the *Bruen* Court recognized the validity of laws forbidding the carrying of firearms in “sensitive places” such as schools, government buildings, legislative assemblies, polling places, courthouses, and other analogous places; and

WHEREAS, the Council finds that, under the new *Bruen* test, Section 17-67 of the Code concerns neither a historically traditional firearm restriction nor a “sensitive place” and is therefore no longer likely constitutional and must be repealed; and

WHEREAS, the Council further finds that the Idaho Springs City Hall is a “sensitive place” under the new *Bruen* test and therefore the Council may prohibit the carrying of deadly weapons there.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS, COLORADO, THAT:

Section 1. Section 17-67 of the Code, concerning the possession of deadly weapons within liquor-licensed premises, is hereby repealed and reenacted to read in its entirety as follows:

Sec. 17-67. - Possession within City Hall.

It is unlawful for any person to carry, display or possess, either openly or in a concealed fashion, a deadly weapon in or upon the premises of the Idaho Springs City Hall, excepting those law enforcement officers exempt from this Article pursuant to Section 17-61 hereof.

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

Section 3. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code provision or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 27th day of March 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2023.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: March 27, 2023
Subject: City Administrator Update

Request for Action:

- Move to approve a Service Quote from Browns Hill Engineering and Controls in the amount of \$152,210 for programmable logic controller (PLC) replacement at the Water Treatment Plant (account #51-00-5309).
- Move to approve a proposal from Terracon in the amount of \$25,060 for geotechnical engineering services related to rockfall assessment and mitigation at the Water Treatment Plant (account #51-72-7310).

Updates:

- The Mayor, Jon and I attended on March 9 the kick-off meeting in Georgetown for the Affordable Housing Innovations Planning Project.
- The Mayor, John and I participated on March 9 in the interviews for the Public Works Director position.
- The Mayor and staff attended on March 13 the Vitality Task Force meeting and reviewed the Downtown Master Plan as design and engineering begins for the reconstruction of Miner Street.
- Staff attended on March 14 with HDR a progress meeting regarding the Virginia Canyon Road reconstruction project.
- Staff met on March 14 and 16 with the applicants regarding the final development plan for the Igadi Marijuana Dispensary.
- Jon and I attended on March 16 the annual meeting of the Historical Society of Idaho Springs. The City was recognized with the George Jackson Award for the restoration work on the 6th Avenue Hose House.
- The Mayor and staff attended on March 22 the progress meeting for the construction of the new Public Works Facility.
- The Mayor attended on March 22 the board meeting of the Clear Creek Economic Development Corporation.

Upcoming Events:

- The Planning Commission will meet on Wednesday, April 5 regarding a public hearing on the final development plan for the Igadi Marijuana Dispensary.

The Historical Society of Idaho Springs

Presents the

GEORGE JACKSON AWARD 2023

to

The City of Idaho Springs

For

The restoration of the 6th Avenue Hose House

Jan Bowland 3-16-2023

Jan Bowland, President date



BROWNS HILL ENGINEERING & CONTROLS

8119 Shaffer Parkway, Unit C
Littleton, CO 80127
PHONE: 720-344-7771
FAX: 720-344-7460

Service Quote

Client Idaho Springs WTP
Project: WTP PLC Replacement

Browns Hill Job #: 22-282 SQ01
Quote Date: March 6, 2023

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical equipment specifically listed in the following "Scope of Work."

Scope of Work:

WTP PLC Replacement

- Replace existing Master PLC, Filter PLCs (Qty. 3) and Clearlogix PLC with Allen-Bradley 5069-Series CompactLogix PLCs
- Remove Existing PLCs
- Provide/Install New PLCs
- Provide Fortigate Firewall with 3 year support
- Provide Wiring Diagrams for New PLCs
- Convert PLC Programs from SLC based logic to 5069 based logic
- Convert Ignition Software tags from SLC based tags to 5069 based tags
- Move ClearLogix Touchscreen functionality into Ignition Server and Abandon Touchscreen

Only items listed on this scope of work are included in this pricing.

- The following items are specifically excluded from this scope of work:
- All costs associated with cutting, patching and painting
- Changes to Process Logic or SCADA screens

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Total Proposal lump sum cost
\$152,210 and no/100 dollars

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Billy Presson

Billy Presson, Client Manager
Browns Hill Engineering & Controls, LLC

Customer Approval:

Signature: _____
Name: _____

Date: _____



4685 S. Ash Avenue, Ste. H-4
Tempe, Arizona 85282
P (480) 897-8200
Terracon.com

March 10, 2023

City of Idaho Springs, Colorado
1711 Miner Street
Idaho Springs, Colorado, 80452

Attn: John Curtis
P: (303) 567-4421
E: jcurtis8729@msn.com

**RE: Proposal for Geotechnical Engineering Services
Proposed Rockfall Assessment and Mitigation
3407 Chicago Creek Road
Idaho Springs, Colorado, 80452
Terracon Proposal No. P65235036**

Dear Mr. Curtis:

We appreciate the opportunity to submit this proposal to the City of Idaho Springs, Colorado (City of Idaho Springs) to provide Geotechnical Engineering services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

- **Exhibit A** Project Understanding
- **Exhibit B** Scope of Services
- **Exhibit C** Compensation and Project Schedule
- **Exhibit D** Site Location
- **Exhibit E** Project Site

Exhibit C includes details of our fees and consideration of services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon

Arash Hosseini
Arash Hosseini, Ph.D.,
Project Engineer

Dalton, Brittany J.
Brittany J. Dalton, P.E.,
GeoDesign Project Engineer

Reviewed By: Scott D. Neely, P.E., G.E., Sr. Consultant/Sr. Principal

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project through correspondence with Mr. Michael Katalinich (with Johnson-Voiland-Archuleta, Inc. (JVA)) and the expected site conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request that the City of Idaho Springs and/or the design team verify all information before we initiate our activities.

Project Summary

Item	Description
Information Provided	This proposal is based on the information provided by JVA via email, teleconference meetings, and the associated KMZ file of the site.
Project Site	Based on the information provided, we understand the project is an existing water tank located at the water plant facility of the City of Idaho Springs, Colorado.
Project Description	We understand that there are concerns regarding rockfall hazards at the project location, particularly with respect to the existing water tank. Terracon understands the site has previously experienced instances of rockfall resulting in damage to the facility. As per the city's requirement, Terracon is requested to conduct an assessment to evaluate the potential for rockfall and to identify suitable mitigation options.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 3407 Chicago Creek Road in Idaho Springs, Colorado. See Exhibits D and E (Site Location and Project Site) for additional site location information.
Existing Improvement	Based on review of available aerial photographs, it appears that the project site is situated in a mountainous area. The tank is surrounded by vegetated slopes on the east and northeast sides, while the west and northwest sides are bordered by Chicago Creek Road. The access road and other facilities of the water plant are located on the south side.



Item	Description
Existing Topography	The project site is located in a mountainous area.
Site Access	We expect the site, and surrounding slopes, to be accessible to our field geologists. However, if site constraints require alternative rope access, additional fees would apply.

Exhibit B - Scope of Services

Our proposed Scope of Services includes field exploration, engineering analysis, reporting, and design for the purpose of rockfall analysis. Please note that our scope of work is limited to rockfall analysis and does not cover other types of rock slope failure such as rock mass instability or failure modes including, but not limited to, plane, wedge, toppling, and rotational failures. Our field exploration and scope of work have been specifically developed to address the rockfall analysis. These services are described in the following sections.

Task 1 - Project Setup and Coordination

Terracon will setup the project, coordinate field exploration, and coordinate with the City of Idaho Springs to provide information relevant to the scope of this work. Critical information that is of interest to Terracon includes the latest site surveys and topography of the surrounding rock slopes and previous site-specific geotechnical and geological reports. Terracon will review the existing project information provided.

Task 2 - Field Exploration and Laboratory Testing

Terracon will perform a field study to obtain site-specific geological and geotechnical information that is believed to be associated with the rockfall hazard and can be categorized into three groups:

- Slope profile: identifying the critical rockfall cross sections, and general geometry of the area (from topographic information provided by the City of Idaho Springs).
- Slope properties: estimation of the roughness of the slope surface, tangential, and normal coefficients (field estimations of frictional and elastic properties of the slope), vegetation condition of the slope, and geological information of existing rock and soil materials.
- Rock properties: The size, shape, and starting location of rocks that are prone to be involved in the rockfall analyses.

In addition to the field study, a laboratory testing program will be implemented to estimate the rock properties required for the engineering analyses. Namely, rock samples will be obtained and tested for unit weight, unconfined compression (UC) (if possible), and point load tests to estimate the UC strength and Mohs hardness.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate.

Site Access

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, our fees assume the project site will be accessible without delay to our field crew. If the site locations are not accessible to our field crew, additional fees would apply. Weather delays may occur if the site is not safe to traverse via foot traffic or if the rock face is not visible due to accumulated snow.

Task 3 – Rockfall Mitigation Evaluation Report

Terracon will perform a rockfall potential study and estimate the probable rocks passing the analysis point, their bounce heights, and velocities. After review of the study, Terracon will evaluate potential rockfall mitigation options that are suitable for the specifics of the project and provide an engineering report including recommendations for the evaluated options. The report will include:

- The results of the preliminary engineering analyses for each of the alternatives;
- Estimated construction quantities for each of the feasible alternatives identified during the engineering evaluation;
- The tabular result of the engineer's estimate of probable costs for each alternative, including the unit costs of construction and the estimated costs for final engineering and construction administration;
- A ranking of the alternatives based on our supplemental engineering evaluation and,
- A recommendation for the preferred alternative based on the results of the supplemental evaluation.

We will provide a draft copy of the supplemental report for review by the City of Idaho Springs. Upon receipt of the review comments, we will provide a final report for this engineering evaluation.

Task 4 –Engineering Estimate of Probable Cost

This item will consist of preparing an engineer's estimate of probable construction costs for each of the alternatives. Unit costs for construction items will be based on recent bid tabulations received for construction work at the site (to be provided by the City of Idaho Springs, if available). We will also utilize published construction cost data from RS Means Company, AHTD, or other applicable sources.

Once unit costs are confirmed or modified, we will use this information along with the estimated quantities, to prepare a preliminary cost estimate for each of the alternatives. The final cost estimate(s) will include the estimated cost of construction, along with our estimate of final engineering design fees and construction administration costs for implementing the alternatives. The final cost estimates will be provided in tabular form, by alternative, for cost comparison purposes.

Task 5 – Rockfall Mitigation Engineering Design and Plan set

Based upon our understanding of the project, Terracon is proposing to undertake the following engineering services for the design of the rockfall mitigation:

- Review of information outlined in the Rockfall Mitigation Report to identify engineering properties of the on-site rock and rock face for the design of the mitigation option chosen by the City of Idaho Springs;
- Review of site geometry, and topographic conditions to determine slope configurations, development of final profiles, and geometry at the toe of the existing slope.;
- Engineering analyses for the design of the rockfall mitigation;
- Preparation of design plan/profile sheets, including typical sections and construction details;
- Preparation of the technical scope of work, including material specifications and construction requirements;
- Submittal of one preliminary plan set to the project team and a final plan set based on review of comments from the project team.

In order to complete the analysis and design of the project, the City of Idaho Springs will need to provide Terracon with topographic information. All services on the project will be under the supervision of a registered professional engineer. One set of the final drawings, stamped and sealed by a professional engineer registered in the state of Colorado, including specifications and construction details will be provided.

This scope does not include post-design services, including but not limited to, review of contractor submittals, response to RFI's, changes in design based on actual field conditions, materials testing, or observation services. If these services will be needed,

they can be provided on a time and materials basis and Terracon can submit a supplemental proposal for these services.

Task 6 – Project Meetings

We anticipate that attendance at team meetings will be required at certain times during the project. At the very least, a meeting to discuss the proposed alternatives is anticipated to be required. For purposes of this proposal, we anticipate attendance at 3 meetings by the project geotechnical team and the City of Idaho Springs will be required and have assumed the meetings would be via video conference calls (no in-person attendance will be required).

Exhibit C – Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ¹
Task 1 – Project Setup and Coordination	\$1,400
Task 2a – Field Exploration	\$2,200
Task 2b – Laboratory Testing	\$2,160
Task 3 – Rockfall Mitigation Evaluation Report	\$7,500
Task 4 – Engineering Estimate of Probable Costs	\$3,400
Task 5 – Rockfall Mitigation Engineering Design and Plan Set	\$5,800
Task 6 – Project Meetings	\$2,600
Total	\$25,060

1. Proposed fees noted above are effective for 90 days from the date of the proposal.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fees. We will not proceed without your authorization.

Proposal for Geotechnical Engineering Services

Proposed Rockfall Assessment and Mitigation | Idaho Springs, Colorado, 80452
March 10, 2023 | Terracon Proposal No. P65235036



Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, equipment availability, permit delays or lack of permission to access the site. If the schedule is inconsistent with your needs, please contact us so we may consider alternatives.

Task	Estimated Time to Complete Task ^{1,2}
Task 1 – Project Setup and Coordination	1 to 2 weeks
Task 2 – Field Exploration	1 day
Task 3 – Rockfall Mitigation Evaluation Report	1 to 2 weeks
Task 4 – Engineering Estimate of Probable Costs	1 to 2 weeks
Task 5 – Rockfall Mitigation Design and Plan Set	2 to 3 weeks (after completion of Task 4)
Estimated Total Number of Weeks:	5 to 9 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location (Landscape)

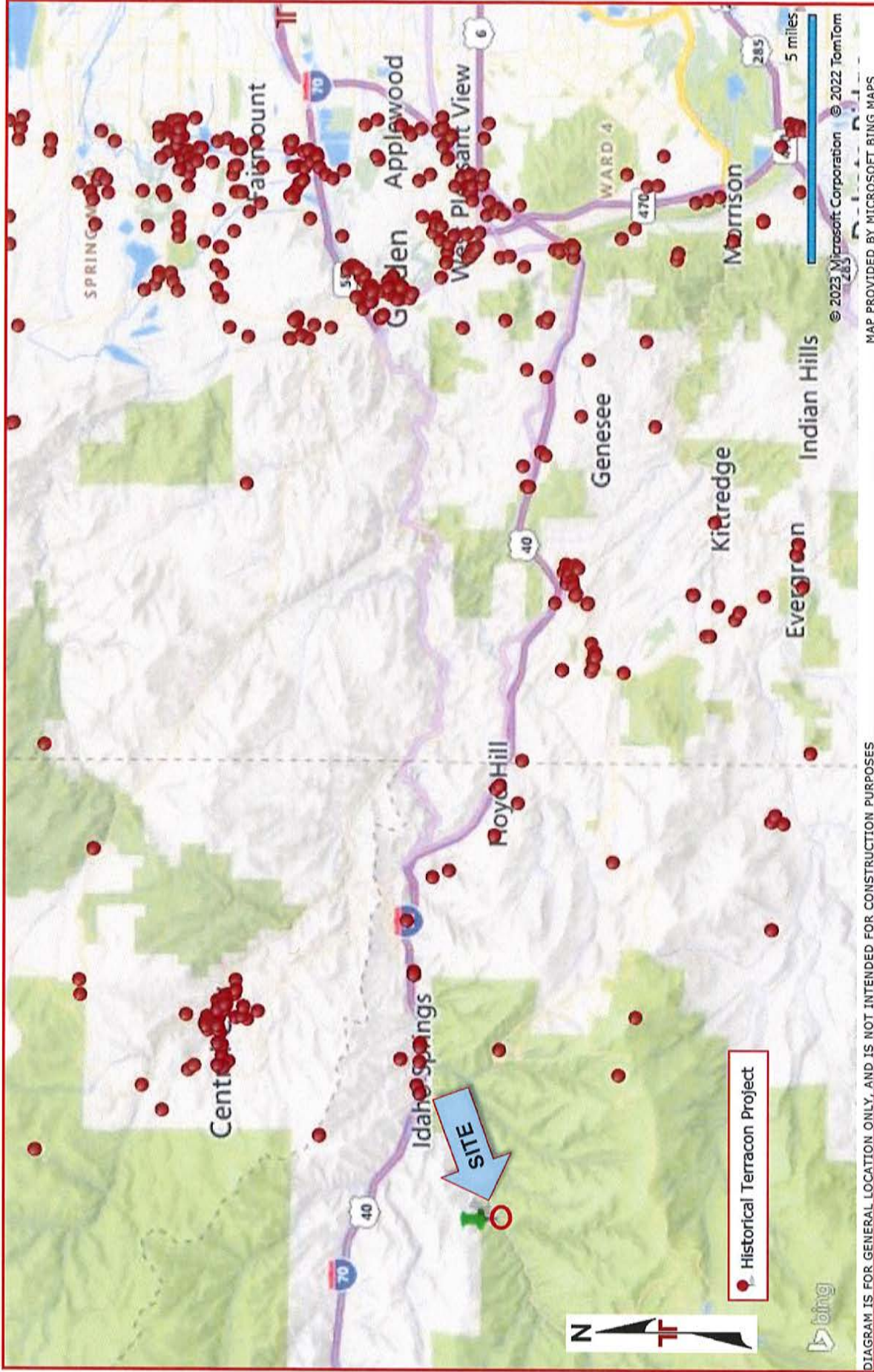


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Proposal for Geotechnical Engineering Services

Proposed Rockfall Assessment and Mitigation | Idaho Springs, Colorado, 80452

March 10, 2023 | Terracon Proposal No. P65235036



Exhibit E – Project Site

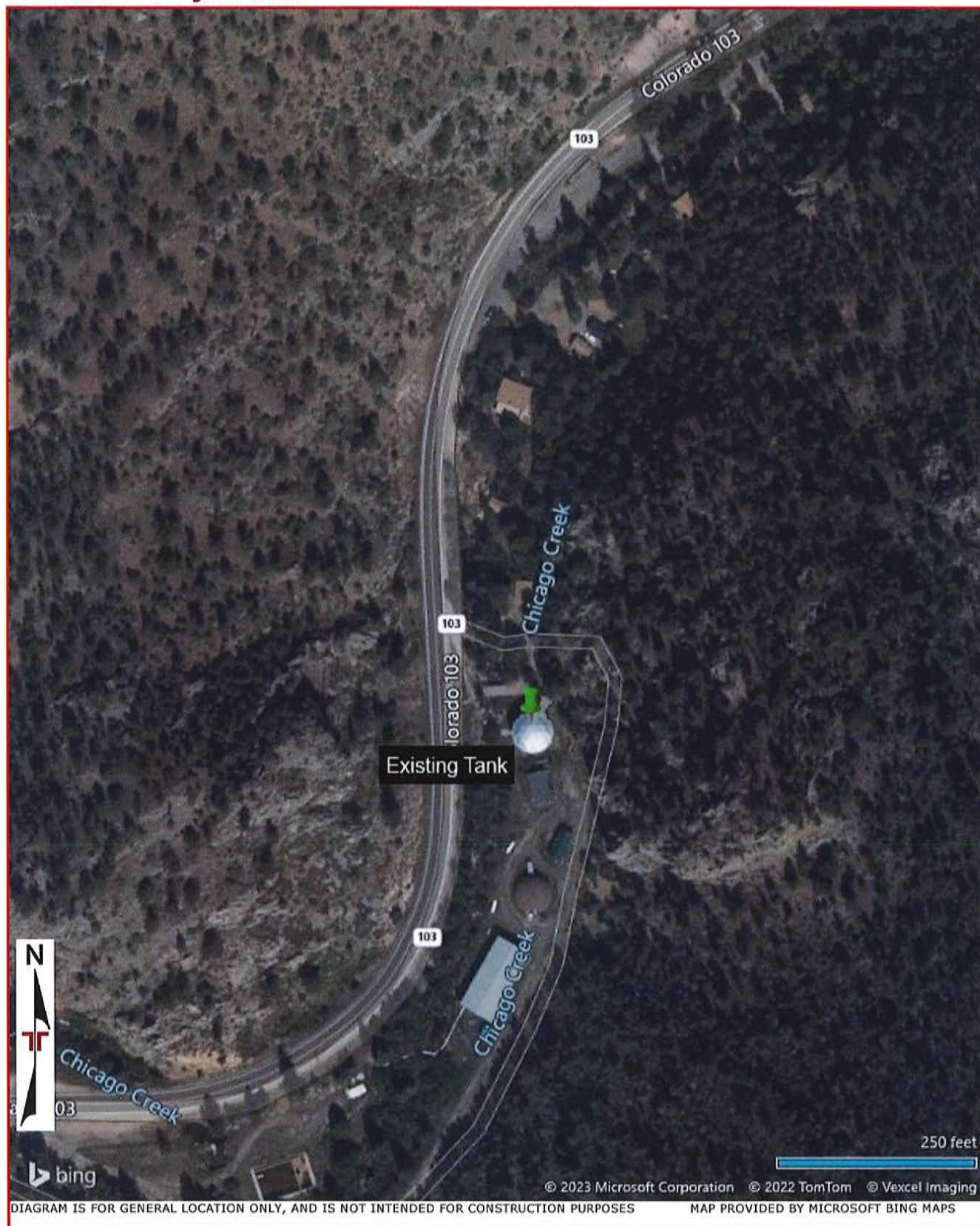


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Proposal for Geotechnical Engineering Services

Proposed Rockfall Assessment and Mitigation | Idaho Springs, Colorado, 80452

March 10, 2023 | Terracon Proposal No. P65235036



Exhibit F – Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Idaho Springs CO ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the JVA Rockfall Mitigation project ("Project"), as described in Consultant's Proposal dated 03/13/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Arizona law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **3/10/2023**

Name/Title: **Scott D. Neely / Principal**

Address: **4685 S Ash Ave, Ste H-4**
Tempe, AZ 85282-6767

Phone: **(480) 897-8200** Fax: **(480) 897-1133**

Email: **Scott.Neely@terracon.com**

Client: **City of Idaho Springs CO**

By: _____ Date: _____

Name/Title: **John Curtis /**

Address: **1711 Miner Street PO Box 907**
Idaho Springs, CO 80452

Phone: _____ Fax: _____

Email: **pw@idahospringsco.com**

Office of the Deputy City Clerk

To: Mayor and City Council

From: Wonder Martell, Deputy City Clerk

Date: March 27, 2023

Subject: Staff Report Regular Meeting

- ✓ Attended Clear Creek County Rafting Meeting 03/15/2022.
- ✓ Attended Clear Creek County Special Event meeting 03/22/2023.
- ✓ Researching different Special Event Liquor Licensing approval methods to maybe better suit the city and our residents.
- ✓ Formulating a Disposable Bag Fee return form to be used once qualifying business's are required to report (2024) per the State Mandated House Bill 21-1162.
- ✓ Downtown Encroachment agreements due to Deputy City Clerk by 04/01/2023.



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

To: Chuck Harmon, Mayor
City Council
From: Nate Buseck, Chief of Police
Date: March 23, 2023
Subject: City Council Report for March 27, 2023

Requests for Action: No Action Items

Calls for Service: March 10, 2023-March 23, 2023= **151**

Meetings/Events:

Chief Buseck Attended:

03/13/23: Economic Vitality Task Force
CCSO Policy Advisory Board Meeting
03/14/23: Department Heads Meeting
Clear Creek County Behavioral Alliance
03/18/23: KYGT Radio Interview
03/22/23: Annual report Presentation, Clear Creek County Rotary Club
Clear Creek County Special Events Meeting
Opioid Exposure Training for LE (put on by Clear Creek EMS)

Training:

03/09/23-03/10/23: Two Officers attended PEPPERBALL Instructor Course

Upcoming Training:

04/03/23-04/07/23: One Officer will attend Krav Maga LE Instructor Course (Broomfield, CO)
04/24/23-04/27/23: One Officer will attend Field Training Officer School (Broomfield, CO)

Code Enforcement: Addressing snow removal complaints.

Staffing:

➤ ISPD has two patrol vacancies.

Significant Incidents:

March 08, 2023, ISPD responded to the 2400 block of Miner Street on a report of a stolen wallet. ISPD reviewed the security footage at the store, and observed a white male pick up the wallet off the ground and place the wallet in his pocket. The male then purchased groceries with the currency from the wallet that didn't belong to him. ISPD was unable to identify the suspect but will reopen this case if suspect is identified.

March 09, 2023, ISPD was dispatched to the bike path located at 27th and Edwards on a report of a loud explosion and smoke coming from the tunnel. There was what appeared to be motor oil in the middle of the tunnel and small orange flames and sparks coming from the oil slick inside the tunnel. The officer and deputies were able to put out the small fire. The oil appeared to be a camouflage backpack, and the backpack was in pieces. This case is inactive due to unknown suspects but will be reopened if suspect information becomes available.

March 14, 2023, ISPD responded to a structure fire in the 2800 block of Miner Street. ISPD officers and Clear Creek County deputies evacuated the building along with nearby buildings. There appeared to be 3–4-foot flames billowing out of the chimney. The Clear Creek Fire Authority arrived and extinguished the fire. The fire appeared to have been accidental and the case has been closed.

March 18, 2023, ISPD responded to the 1600 block of Virginia Street on reports of a hit and run. The ISPD officer followed tracks in the snow to locate the suspect vehicle. ISPD was able to obtain security footage from nearby neighbors, that assisted in identifying the suspect vehicle. The identity of the driver is unknown at this time, however the case remains under investigation.



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-4955

TO: MAYOR and COUNCIL
FROM: JOHN CURTIS
DATE: March 27, 2023
Re. STAFF REPORT PUBLIC WORKS

STREETS

- Attended public work building construction meeting
- Working with Jan Bowland on fire monitoring at Visitor Center
- Setting up street stripping with Colorado Barricade
- Reviewed Virginia Canyon Project

PARKS

- Set up a program for Willie to do soil sampling with CSU in the parks to make sure the City is applying the right amount and types of fertilizers.

COLLECTION & DISTRIBUTION

- Talked with the people on Lamartine about frozen water lines, numerous times
- Reviewing the Industrial Pretreatment City code
- Montane pump station working with Fischer Cont. on connection on the electrical power

WATER & WASTEWATER

- Assisted Ed during the red dye spill with CDPHE reporting
- Met with JVA, Andy Paul and Ed on the proposed RV dump and water fill stations
- Working with Jeremy Jones on future fire water storage

John Curtis
Interim Director of Public Works



CITY OF IDAHO SPRINGS
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TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 3/22/2023
Re. STAFF REPORT WATER WASTEWATER

WATER & WASTEWATER

- Dump/ Water station planning
- WTP rock fall Mitigation
- WTP PLC quote \$152,210 from line item #51-72-7310
- Completed Spill report for Pink water
- Industrial/ High strength sewer user SOP/ Code review
- Continued efforts to Tune in single tank mode



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TO: MAYOR and COUNCIL
FROM:
DATE:
Re. STAFF REPORT PUBLIC WORKS

STREETS

- Snow Plowing and ice removal
- Repair / replace damaged street signage
- Site Clean up WWTP, old pallets / dunnage
- Gutter cleaning Downtown
- Equipment maintenance

PARKS

- Building Maintenance Visitors center
- Fire extinguisher annual inspections, shop, parks, city hall
- Building Maintenance City Hall
- Snow removal sidewalks, bike paths
- Bridge Check-ups, for encampments

COLLECTION & DISTRIBUTION

- Compliance notice T&D car wash
- Montane pump station installed, waiting on wiring to be installed 4/4/2023
- Multiple locates
- Sewer inspections
- Updating water and collection maps
- System Checks, Nan-Carro, Siphons
- Water main Flushing, Lamertine Dr., Upper Pine Slope Line

Paul Crain
Public Works Supervisor



Beau Jo's 50th Anniversary Proclamation

Whereas, Beau Jo's restaurant was founded in Idaho Springs by long-time resident Chip Bair in 1972;

Whereas, Beau Jo's has operated successfully as a family-owned business in the downtown historic district of Idaho Springs and has maintained strong community ties for over 50 years;

Whereas, Beau Jo's created "Colorado Style Pizza" and has earned a world-wide reputation for "Mountain Pies";

Whereas, Beau Jo's in Idaho Springs has become an apres-ski tradition for winter sports lovers and a favorite year-round dining destination for residents, outdoor recreation enthusiasts, and travelers along Interstate 70;

Whereas, Beau Jo's believes in doing right by our planet, which means using a range of sustainably-focused methods;

Whereas, Beau Jo's has grown to be one of the largest capacity restaurants in Colorado with six locations and plans for continued expansion;

Whereas, Beau Jo's will celebrate its 50th Anniversary on Saturday, April 1st, 2023 with a day full of fun, festivities, live music, and the start of a treasure hunt for an ounce of gold on Miner Street in front of its flagship restaurant in Idaho Springs;

Now, therefore, be it resolved that I, Mayor Chuck Harmon, recognize Beau Jo's 50th Anniversary and urge everyone to celebrate on Saturday, April 1st, 2023 at the original Beau Jo's in the downtown historic district of Idaho Springs.

In Witness Hereof, I hereunto set my hand on behalf of the City Council and cause to be affixed the official seal of Idaho Springs, Colorado on this 27th day of March, 2023.

Chuck Harmon, Mayor





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

March 22, 2023

The Honorable Jennifer M. Granholm, Secretary of Energy
U.S. Department of Energy
1000 Independence Ave, SW
Washington, DC 20585

Re: Letter of Support for Xcel Energy's Grid Resiliency and Innovation Partnership Project

Dear Secretary Granholm:

The City of Idaho Springs, Colorado is pleased to provide a letter of support for Xcel Energy's application to *BIL – Grid Resilience and Innovation Partnerships (GRIP) (DE-FOA-0002740)*, titled Wildfire Mitigation and Extreme Weather Resilience for Xcel Energy. We are very supportive of this funding pursuit and believe that the projects Xcel Energy is seeking funding for will further our community's efforts to reduce the impacts and risks of wildfire to our community and all residents of Colorado.

The City of Idaho Springs is in a wildland-urban interface (WUI) area in Clear Creek Canyon along Interstate 70 and adjacent to Arapahoe National Forest. The City is surrounded by steep canyon walls and heavily forested terrain. A wildfire recently occurred just west of the City that could have been devastating to the community if not for favorable winds.

We have a longstanding relationship with Xcel Energy and a common interest in advancing Xcel Energy's pursuit of clean energy while working to ensure energy delivery is reliable and resilient. We support Xcel Energy's request for funding for wildfire mitigating activities including improved asset fire resistance, advanced asset inspection technology, advancements in wildfire safety and restoration response, fire spread modeling capabilities and other included projects.

We encourage the Department of Energy to select Xcel Energy's application for funding from the GRIP program.

Sincerely,


Chuck Harmon
Mayor



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

March 22, 2023

U.S. Department of Energy, Grid Deployment Office
c/o Colin Meehan – Project Manager, GRIP program
1000 Independence Ave., SW
Washington, DC 20585

RE: Bipartisan Infrastructure Law (BIL) – Grid Resilience and Innovation Partnerships
GRIP – DE-FOA-0002740 Topic Area #1: Grid Resilience Grants (BIL section 40101(c))
United Power, Inc. Letter of Commitment

To Whom It May Concern,

This Letter of Commitment confirms that the City of Idaho Springs, Colorado fully supports United Power, Inc. (United Power) in its effort to secure grant funding under the Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Grid Resilience and Innovation Partnerships (GRIP) Funding Opportunity Announcement (FOA) DE-FOA-0002740 Topic Area #1 for its application titled, "Mountain District Conductor Replacement and Undergrounding for Resiliency and Fire Mitigation" (project).

The proposed project consists of removing 215 linear miles of existing overhead copper clad steel conductor and replacing it with underground cable to mitigate wildfire risk and increase grid resiliency and reliability. Climate change, severe drought, and densely forested areas have a dramatic impact on the risk of wildfires. By United Power undergrounding its power line infrastructure, while also collaborating with and engaging entities such as ours, we will create a more resilient region when natural disasters occur.

We are committed to partnering with United Power to increase public knowledge of the benefits associated with undergrounding power line facilities, which will positively impact the environment and provide opportunities for the skilled workforce necessary to accomplish the project.

The City of Idaho Springs is pleased to support United Power in its application DOE BIL GRIP FOA – DE-FOA-0002740 Topic Area 1. The project will advance DOE's objectives to increase grid resiliency, mitigate wildfire risk, and reduce duration and frequency of outages.

Please contact me if you have any further questions regarding the contents of this letter or with respect to the City of Idaho Springs continuing support of the proposed project.

Sincerely,

A handwritten signature in black ink, reading "Charles Lee Harmon". The signature is written in a cursive style with a large initial "C".

Chuck Harmon
Mayor