CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
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NOTICE AND AGENDA OF WORK SESSION

Monday January 27th, 2024 6:00 p.m.

- **Argo Easement Agreements Update**
- **Vision, Mission, Values and Strategic Plan**
- **Recognition Wall Update**
- **Appointment of A Regional Resilience Team Representative – Clear Creek Economic Development Corporation**
- **Appointment of a Director to the Board of Directors – Clear Creek Regional Housing Authority**

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

Office of the City Administrator

TO:	Mayor and City Council
CC:	
FROM:	Andrew Marsh, City Administrator
DATE:	January 27, 2025
SUBJECT:	Strategic Planning Council Retreat Update
ATTACHMENTS:	Initiative Prioritization 2024-2028

BACKGROUND

The City Council and senior staff participated in a Strategic Planning Retreat on May 3, 2024 facilitated by Colorado Department of Local Affairs Regional Manager Todd Leopold. Attached is his Executive Summary Report that includes a prioritization of initiatives that was created at the Retreat.

REQUEST FOR COUNCIL ACTION:

1. Select a Mission Statement based on the proposed two options and adopt at a regular meeting.
2. Review the proposed six Value Statements and adopt at a regular meeting.
3. Finalize a Five-Year Strategic Plan based on the goals and prioritization of initiatives and adopt at a regular meeting.

City of Idaho Springs, Colorado

2024 Strategic Planning Council Retreat

Executive Summary Report

State of Colorado, Department of Local Affairs

Todd Leopold, Facilitator

May 3, 2024

COLORADO
Department of Local Affairs
Division of Local Government

Overview

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

Vision Statement

(City's 2017 Comprehensive Plan)

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

Mission Statement

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

Draft 1:

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

Draft 2:

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

Proposed Option 1:

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

Proposed Option 2:

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

Organizational Value Statements

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

- ❑ **What key non-negotiables are critical to the success of the City?**
- ❑ **What guiding principles are core to how we will operate in this organization?**
- ❑ **What behaviors do you expect to see from the entire organization?**
- ❑ **Are you willing to stand by these values?**

- ✓ **Transparency** – We value practicing transparent governance by encouraging open-minded communication in order to build and foster community trust and engagement.
- ✓ **Preservation** – We encourage the preservation of our heritage by engaging the community stakeholders to ensure access to Idaho Springs' history for all and encourage lifelong learning.
- ✓ **Teamwork** – We believe in building community by working together in the best interest of the residents and visitors.
- ✓ **Accountability** – We will be accountable to the community through clear, responsible discussions and actions that promote sustainable policies for managing the community's resources.
- ✓ **Stewardship** – We will serve our community responsibly through active listening, engagement and collaboration to preserve our finite resources.
- ✓ **Integrity** – We will be honest, respectful and fair in all of our actions.

Goals

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

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

Goal 2: Consider Opportunities for Shared Services

Goal 3: Promote and Facilitate an Engaged Community

Goal 4: Retain and Encourage local Business Diversity and Sustainability

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

Goal 6: Update Aging Infrastructure

Project Initiatives and Prioritization

The following initiatives were identified as key areas of focus from 2024 through 2028. Some of the initiatives were either ongoing projects or didn't have a known end date. City staff will be able to prioritize their workload and develop an action plan for discussion or implementation. The following initiatives are based on the individual years, and the initiatives with an asterisk received the highest priority ranking amongst the list of projects. The complete list of initiatives is in the attached spreadsheet, by fiscal year and goal.

The Top Five Initiatives Identified:

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

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

Office of the City Administrator

TO:	Mayor and City Council
CC:	
FROM:	Andrew Marsh, City Administrator
DATE:	January 27, 2025
SUBJECT:	Idaho Springs Community Recognition Wall
ATTACHMENTS:	Resolution No. 30, 2015 – Community Recognition Wall Policy
	List of Community Recognition Wall Names
	Rendering of the plaques for the original six names

BACKGROUND

The City Council approved the Idaho Springs Community Recognition Wall Policy with Resolution No. 30, Series 2015 on September 28, 2015 (attached), and the Wall was constructed on the east side of City Hall. The Wall is intended to provide a way to permanently recognize those who make an extraordinary contribution to the Idaho Springs community.

The first six names approved by City Council and added to the Community Recognition Wall are shown on the attached list. In 2024, the City replaced the plaques for the original six names due to excessive wear.

At a work session on June 25, 2018, City Council provided direction for the addition of seven more names shown on the attached list. Before the plaques can be ordered and installed, brief wording to describe the contribution being recognized for each of these individuals needs to be determined. Staff have researched and proposed such wording next to each name on the attached list. With direction from City Council to finalize the wording, staff will order and install the plaques for these seven names.

REQUEST FOR COUNCIL ACTION:

1. Finalize the wording on the plaques describing the contribution being recognized for those selected in 2018.
2. Accept nominations and select nominated individuals to recognize and add to the Wall.
3. Schedule a ceremony to recognize the added individuals.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado
Resolution No. 30, Series 2015

A RESOLUTION ADOPTING A POLICY FOR NOMINATION AND SELECTION OF INDIVIDUALS TO BE RECOGNIZED ON THE IDAHO SPRINGS COMMUNITY RECOGNITION WALL

WHEREAS, the City Council appreciates the many individuals who, from time to time, make unique contributions for the benefit of the City and its residents; and

WHEREAS, the City Council desires to permanently recognize those individuals and memorialize their contributions; and

WHEREAS, the Idaho Springs Community Recognition Wall was constructed for that purpose; and

WHEREAS, the City Council now desires to adopt a policy for the nomination and selection of individuals to be recognized on the Wall.

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

Section 1. The Idaho Springs Community Recognition Wall policy, attached hereto and made a part hereof, is hereby adopted.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 28th day of September, 2015.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED

Diane Breece, City Clerk

Idaho Springs Community Recognition Wall Policy

The Idaho Springs Community Recognition Wall, located on the east side of City Hall, was built in 2015. The Wall was intended to provide a way to permanently recognize those who make an extraordinary contribution to the Idaho Springs community. The contribution will be one of time and effort and will be unique in some way. "Contribution" does not refer to monetary gifts.

With the intent to both formalize the nomination/selection process and to make the process as simple and straightforward as possible, the City Council has adopted the following policy regarding the Wall.

- Only individuals will be considered for recognition.
- Those recognized will have been City or County residents at the time of the noted contribution.
- Those recognized may be City employees or volunteers.
- The length of time over which the contribution was made will not be a consideration.
- The initial nominations in 2015 will be made by City Staff and Council with selection of an unlimited number of individuals by City Council.
- Beginning in 2017, nominations will be accepted annually in January and may be submitted by any person or organization.
- With input from City staff, the City Council will select up to five (5) nominated individuals to recognize annually.
- Plaques for each individual will be purchased by the City with sufficient yet brief wording to describe the contribution being recognized.
- The plaques will be permanently affixed to the Wall and some form of ceremony will be held each year in the spring. The date for each annual ceremony will be determined from year to year depending on weather and other conditions.

Idaho Springs Community Recognition Wall

January 27, 2025

Currently on Wall with new replacement plaques:

- William K. Darnell – Municipal Judge 1980-1983
- Grace Shatto – City Clerk 1963-1988
- Marjorie "Chee Chee" Bell – Lifelong Local Historian 1931-2015
- Paul Munchiando – Public Works Employee 1955-1997
- Dorothy Kyler – First Woman Mayor 1978-1986
- Dorothy Dieckman – City Clerk 1978-1986, City Treasurer 1972-2004

Proposed for Wall at the direction of City Council during a work session on June 25, 2018 with suggested wording based on staff research:

- Fabyan Watrous – Project Support Senior Center Board Member, Clear Creek County Commissioner
- Don Allan – Historical Society of Idaho Springs Board Member, Clear Creek County Coroner
- Les Clark - Historical Society of Idaho Springs Board Member and Treasurer
- Lue Howard – Idaho Springs Cemetery Sexton
- Deloris "Dee" Munchiando – City Council Member 1999-2014
- Mary Sena – City Council Member
- Will Terry – Clear Creek Firestarter Newsletter Publisher

OXIDIZE - 4 HOLES

IDAHO SPRINGS COMMUNITY RECOGNITION WALL

William K. Darnell
Municipal Judge
1980-1983

Grace Shatto
City Clerk
1963-1988

Marjorie "Chee Chee" Bell
Lifelong Local Historian
1931-2015

Paul Munchiando
Public Works Employee
1955-1997

Dorothy Kyler
First Woman Mayor
1978-1986

Dorothy Dieckman
City Clerk
1978-1986
City Treasurer
1972-2004

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NOTICE AND AGENDA
Regular Meeting
Idaho Springs City Council
1711 Miner Street, City Hall
Monday, January 27, 2025
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 January 27, 2025 meeting
5. **CONFLICT OF INTEREST**
6. **APPROVAL OF MINUTES**
   a) Move to approve the minutes from January 13, 2025.
7. **APPROVAL OF BILLS**
   a) Move to approve bills to January 27th, 2025
8. **PUBLIC COMMENT**
9. **UNSCHEDULED PUBLIC COMMENT**
10. **SWEARING IN POLICE OFFICER**
    a) Swearing in Michael Huckle as a new Idaho Springs Police Officer.
11. **LIQUOR LICENSING AUTHORITY**
12. **FINANCE OFFICER**
    a) November 2024 Financial Statements
    b) December 2024 Financial Statements
13. **RESOLUTIONS**
    a) Resolution #7, Series 2025, A Resolution Approving the Amendment and Restatement of Three (3) Easement Agreements and the Termination of One (1) Easement Agreement Previously entered into by the City, ARGO Holdings and Mary Jane Loevlie, Concerning the Mighty Argo Redevelopment Project and Virginia Canyon Mountain Park, to Finalize the Scope of Certain Legal Descriptions, Eliminate Duplication and Correct an Exhibit Error.
14. **ORDINANCE FIRST READING**
15. **ORDINANCE SECOND READING**
16. **CITY ATTORNEY**
17. **CITY ADMINISTRATOR**
    a) Staff report submitted with one request for action.
       1. Motion to approve a Letter Agreement from Mayberry & Company, LLC for preparation of the 2024 financial audit for an amount not to exceed $15,900.00.
18. **ADMINISTRATION DEPARTMENT**
    a) **Assistant City Administrator** – Staff report submitted with no requests for action.
    b) **Community Development Planner** – No staff report submitted
    c) **Deputy City Clerk** – Staff report submitted with no requests for action.
19. **POLICE DEPARTMENT**
    a) Staff report submitted with one request for action.
       1. Move to Approve the contract with Dulaney Architecture and engineering partners for police station renovations, which include obtaining a Green Globes building certification for $505,360.00 from line item 21-00-7045.

20. PUBLIC WORKS DEPARTMENT

a) Staff report submitted with one request for action.

1. Move to approve service and repairs to the fire suppression system at the City property, located at 2060 Miner St., the Heritage Museum and Visitors Center, by Frontier Fire in the amount of $13,354.00.

21. WATER FACILITIES DEPARTMENT

a) Staff report submitted with no requests for action.

22. COMMITTEE REPORTS

23. CITY CLERK/TREASURER

24. MAYOR / COUNCIL

a) Regional Resilience Economic Development Mixer and Leadership Breakfast Invitation.

b) Appointment of a Regional Resilience Team Representative – Clear Creek Economic Development Corporation.

c) Appointment of a Director to the Board of Directors – Clear Creek Regional Housing Authority.

25. EXECUTIVE SESSION

26. ADJOURN

a) Next Work Session Monday February 10, 2025.

b) Next Regular Meeting on Monday, February 10, 2025

IN-PERSON AND REMOTE MEETING PUBLIC ATTENDANCE AND PARTICIPATION INSTRUCTIONS

The Public is able to view and hear this meeting remotely at the following address on the City's website: https://www.colorado.gov/pacific/idahosprings/city-council-live

To appear on the agenda as Scheduled Public Comment (in person or remote), you must fill out the form at the following link and return to the Deputy City Clerk no later than Noon (12 p.m.) the Thursday before the meeting date: https://www.colorado.gov/pacific/sites/default/files/Fillable%20Council%20Public%20Comment_1.pdf. For remote Public Comment, please use this link to join the meeting: https://us02web.zoom.us/j/84204473555

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/84204473555. You will need to identify yourself when joining the Zoom meeting with an accurate first and last name. You will then need to raise your hand to be recognized for public comment at the designated time on the agenda.

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

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
January 13, 2025

The City Council of the City of Idaho Springs held a regular meeting on January 13, 2025, in the city council chambers. Mayor Harmon called the meeting to order at 7:00 p.m.

Answering the roll were: Mayor Chuck Harmon, Councilmember Scott Pennell, Mayor Pro Tem Jeremy Jones, Councilmember Kate Collier and Councilmember Lisa Manifold. Council members Janine Mariani and Jim Clark were absent. Also present were City Administrator Andrew Marsh, Community Development Planner Dylan Graves, Chief Nate Buseck, Best and Brightest Fellow Maria Schanhals, Public Works Superintendent Paul Crain, Deputy City Clerk Wonder Martell, Assistant City Administrator Guy Patterson and Water Facilities Superintendent Edward Sigward. City Attorney Carmen Beery was in attendance via zoom.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL
Councilmember Collier moved to approve the agenda to January 13th, 2025. Councilmember Pennell seconded, second followed by an all in favor voice vote.

CONFLICT OF INTEREST
There were no conflicts of interest.

APPROVAL OF MINUTES
Mayor Pro Tem Jeremy Jones moved to approve the minutes of December 9th, 2024. Councilmember Collier seconded, second followed by an all in favor voice vote.

APPROVAL OF BILLS
Councilmember Collier moved to approve the bills from December 10th thru December 31st, 2024. Councilmember Manifold seconded, second followed by an all in favor roll call vote.
Councilmember Manifold moved to approve the bills to January 13th, 2025, Mayor Pro Tem Jeremy Jones seconded. After second, Councilmember Pennell advised the board that he should have recused himself from voting on the bills to January 13th, 2025 as there is a bill included for the Car Wash. Mayor Harmon advised Councilmember Pennell that because there was a quorum vote, there is no need to have a revote as the removal of his vote does not effect the outcome of this item. Second followed by an all in favor roll call vote.

PUBLIC COMMENT
There were no in person nor virtual public comments.

UNSCHEDULED PUBLIC COMMENT
LIQUOR LICENSING AUTHORITY
FINANCE OFFICER

RESOLUTIONS

1. Councilmember Collier moved to approve Resolution #1, Series 2025 A Resolution Designating The Public Place For Posting of Notice of Regular And Special Meeting of Local Public Bodies of The City of Idaho Springs. Mayor Pro Tem Jeremy ones seconded, second followed by an all in favor roll call vote.

2. Councilmember Manifold moved to approve Resolution #2, Series 2025 A Resolution Repealing The Existing Three-Mile Area Plan and Adopting a New 2025 Three-Mile Area Plan For The City of Idaho Springs. Councilmember Collier seconded, second followed by an all in favor roll call vote.

3. Councilmember Pennel moved to approve Resolution #3, Series 2025 A Resolution Adopting an Updated and Amended City of Idaho Springs Fee Schedule. Councilmember Collier seconded, second followed by an all in favor roll call vote.

4. Mayor Pro Tem Jeremy Jones moved to approve Resolution #4, Series 2025 A Resolution Approving A Master Services Agreement with Flock Group, Inc., For Automatic License Plate Detection and Related Services. Councilmember Pennell seconded. Councilmember Manifold mentioned that during work session there was to be an annual audit on this agreement, and that Chief Buseck consented to that annual audit. Second followed by an all in favor roll call vote.

5. Councilmember Pennell moved to approve Resolution #5, Series 2025 A Resolution Designating a Temporary Handicap Parking Space at 325 14th Avenue 68 Feet North of Virginia Street on the East Side. Councilmember Collier seconded, second followed by an all in favor roll call vote.

6. Councilmember Collier moved to approve Resolution #6, Series 2025 A Resolution Supporting the Formation of a Regional Resilience Team to Support, Advise, and Lead Economic Development Initiatives in Clear Creek and Gilpin Counties. Councilmember Manifold seconded, second followed by an all in favor roll call vote. Mayor Harmon thanked Lindsey for all her hard work.

ORDINANCE FIRST READING

1. Mayor Pro Tem Jeremy Jones moved to approve Ordinance #1, Series 2025 An Ordinance Amending Rates and Charges for Water and Sewer Service and Making Conforming Amendments to The Idaho Springs Municipal Code. Councilmember Collier seconded, second followed by an all in favor roll call vote.

2. Councilmember Pennell moved to approve Ordinance #3, Series 2025 An Ordinance Approving and Extension of the term of the current Franchise Agreement with Public Service Company of Colorado to Permit the Finalization of a New Agreement and Declaring an Emergency with Respect Thereto. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

ORDINANCE SECOND READING

CITY ATTORNEY

Councilmember Pennell asked City Attorney Carmen Beery, being that there is a resolution approving an agreement with Xcel, could there be a designated person that can respond to our lights that have been out for some time. Public Works Superintendent Mr. Crain advised council that he doesn't really have a good contact at this time and doesn't have a clear path to get the lights fixed in a timely manner. City Attorney Ms. Beery stated she could definitely convey the community's frustration.

CITY ADMINISTRATOR

Staff report submitted with three requests for action.

1. Councilmember Collier moved to approve HDR Engineering as the consultant for the design of the Downtown Mobility Hub Program based on the results of a request for qualifications (RFQ) process. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

2. Councilmember Manifold moved to approve Task Order 1 from HDR Engineering in the amount of $1,013,272 for the first phase of design (15 percent) for the Downtown Mobility Hub Program. Councilmember Collier seconded, second followed by an all in favor roll call vote.

3. Councilmember Collier moved to approve Task Order 2 from HDR Engineering in the amount of $42,063 for assistance preparing the RAISE Capital Grant application for the Downtown Mobility Hub Program. Councilmember Manifold asked if this gave us enough time to get the grant submitted and wasn't it due in April. City Administrator Andrew Marsh advised that it was not sure in April, its due the end of this month, January 2025. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

ADMINISTRATIVE DEPARTMENT

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

1. Mayor Pro Tem Jeremy Jones moved to approve Agreement for Services between the City of Idaho Springs and Sadie Schultz, an independent contractor, to perform the functions of the Director of the Business and Community Promotion Board (BCPB) for the City of Idaho Springs with a total amount not to exceed Sixty-Six Thousand Dollars ($66,000). Councilmember Pennell seconded, second followed by an all in favor roll call vote.

2. Councilmember Collier moved to approve City Staff applying for a Tourism Management Grant through the Colorado Tourism Office with a maximum City match amount not to exceed Twenty Thousand ($20,000). Councilmember Manifold seconded, second followed by an all in favor roll call vote.

Community Development Planner- No staff report submitted. Mayor Harmon thanked Dylan for getting the city the $975.00 saving places grant.

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

POLICE DEPARTMENT

Staff report submitted with one request for action. Chief Busek advised council that this request is a bit redundant as they already approved Resolution #4, Series 2025 which approved the contract with Flock Safety. Council agreed that the request below is redundant as contract has already been approved.

1. Motion to approve a contract with Flock Safety in the amount of $13,300.00 with an annual recurring fee of $6,000.00

PUBLIC WORKS

Staff report submitted with no requests for action.

WATER FACILITIES DEPARTMENT

Staff report submitted with no requests for action.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Councilmember Collier stated that when the Bike Park was approved, wasn't there an environmental study done at that time? City Administrator MR. Marsh advised that it's not an environmental assessment. Councilmember Collier advised council that the Gondola is being built currently, and doesn't the Gondola interfere with wildlife? Mayor Harmon stated that Colorado Parks and Wildlife gave their blessing for the continuation of the trails being built during the closure of the park to visitors. Councilmember Collier said that locals have been waiting for the trial to come back, and now they are being told that the trail is closed, what changed in the past couple of weeks. City Administrator Mr. Marsh advised council that CPW (Colorado Parks and Wildlife) asked to meet with the City in December and introduced the seasonal closure from January to March. Councilmember Collier asked if the Gondola, once built was going to run all winter? Mayor Harmon replied and stated that the Gondola was always going to be a year-round operation. Councilmember Collier wants to make sure that the locals who have been using this trial, way before there was a park, are not penalized for using it during this closure.

ADJOURN

Mayor Harmon adjourned the meeting at 7:36 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A.D. Miller Services (2069)								
2411-20								
2411-20	Invoice	Public Works Facility - Final	12/11/2024	01/11/2025	172,596.90	Open	13/24	21-00-7044
Total 2411-20:					172,596.90			
Total A.D. Miller Services (2069):					172,596.90			
Alsco - Denver Linen (13)								
3052862								
3052862	Invoice	Carpets	01/14/2025	01/24/2025	83.07	Open	01/25	10-30-5108
Total 3052862:					83.07			
Total Alsco - Denver Linen (13):					83.07			
American Water Works Associati (14)								
SO190944								
SO190944	Invoice	membership renewal	10/25/2024	01/31/2025	431.00	Open	01/25	51-00-6500
Total SO190944:					431.00			
Total American Water Works Associati (14):					431.00			
AmeriGas (1478)								
3172822033								
3172822033	Invoice	Propane Water Plant	01/09/2025	02/08/2025	4,501.30	Open	01/25	51-00-6001
Total 3172822033:					4,501.30			
3173056931								
3173056931	Invoice	Propane PW	01/16/2025	02/15/2025	739.36	Open	01/25	10-10-6001
3173056931	Invoice	Propane WWTP	01/16/2025	02/15/2025	246.46	Open	01/25	52-00-6001
Total 3173056931:					985.82			
Total AmeriGas (1478):					5,487.12			
AV-TECH Electronics (1941)								
0096637								
0096637	Invoice	2023 Ford Upfit	11/20/2024	01/30/2025	8,625.00	Open	13/24	21-00-6026
Total 0096637:					8,625.00			
0097099								
0097099	Invoice	docking stations	01/08/2025	02/07/2025	832.78	Open	13/24	10-30-7010
Total 0097099:					832.78			
0097171								
0097171	Invoice	2020 f150 1902 push bumper	01/15/2025	02/14/2025	1,053.85	Open	01/25	21-00-6026
Total 0097171:					1,053.85			
0097172								
0097172	Invoice	Push Bumper Install	01/15/2025	02/14/2025	872.19	Open	01/25	21-00-6026
Total 0097172:					872.19			
0097176								
0097176	Invoice	Fix Parasitic battery 2020 F150	01/15/2025	02/14/2025	660.00	Open	01/25	10-30-6100

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 0097176:					660.00			
0097227								
0097227	Invoice	Outfit 2025 Ford	01/17/2025	02/16/2025	18,655.61	Open	01/25	21-00-6026
Total 0097227:					18,655.61			
0097228								
0097228	Invoice	Outfit 2025 Ford	01/17/2025	02/16/2025	18,655.61	Open	01/25	21-00-6026
Total 0097228:					18,655.61			
Total AV-TECH Electronics (1941):					49,355.04			
Bear Valley Computers LLC (2175)								
1734								
1734	Invoice	Move Copy Machine and fax line	01/18/2025	02/17/2025	92.00	Open	01/25	10-20-7010
Total 1734:					92.00			
Total Bear Valley Computers LLC (2175):					92.00			
Certified Languages International (2112)								
334110123124								
334110123124	Invoice	Translator	12/31/2024	01/31/2025	41.25	Open	13/24	10-30-5108
Total 334110123124:					41.25			
Total Certified Languages International (2112):					41.25			
Charlie's Place (2176)								
1.8.2025								
1.8.2025	Invoice	Donation in lieu of payment - Sant	01/08/2025	02/07/2025	375.00	Open	13/24	10-21-5037
Total 1.8.2025:					375.00			
Total Charlie's Place (2176):					375.00			
Clear Creek Fire Authority (65)								
Q1 2025								
Q1 2025	Invoice	1st Quarter	01/01/2025	01/31/2025	77,385.00	Open	01/25	10-50-5050
Total Q1 2025:					77,385.00			
Total Clear Creek Fire Authority (65):					77,385.00			
Clear Creek Supply (291)								
5724								
5724	Invoice	wipers	01/08/2025	02/07/2025	49.82	Open	01/25	10-10-6020
Total 5724:					49.82			
5781								
5781	Invoice	concrete bit	01/10/2025	02/09/2025	15.58	Open	01/25	10-10-6020
Total 5781:					15.58			
5855								
5855	Invoice	wipers	01/13/2025	02/12/2025	42.98	Open	01/25	10-10-6150
Total 5855:					42.98			

Invoice		Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
5858									
	5858	Invoice	headlight	01/13/2025	02/12/2025	17.99	Open	01/25	10-60-6193
Total 5858:						17.99			
5859									
	5859	Invoice	lightbulb	01/13/2025	02/12/2025	15.98	Open	01/25	52-00-5204
Total 5859:						15.98			
5875									
	5875	Invoice	oil and filter	01/14/2025	02/13/2025	62.50	Open	01/25	10-10-6150
Total 5875:						62.50			
5889									
	5889	Invoice	saw blade	01/14/2025	02/13/2025	9.99	Open	01/25	10-60-6020
Total 5889:						9.99			
3678-25									
	3678-25	Invoice	gloves	01/16/2025	02/15/2025	34.99	Open	01/25	10-10-6150
	3678-25	Invoice	Oil and filter	01/16/2025	02/15/2025	62.50	Open	01/25	10-10-6150
Total 3678-25:						97.49			
5975									
	5975	Invoice	washer fluid	01/16/2025	02/15/2025	14.37	Open	01/25	51-00-6150
Total 5975:						14.37			
5977									
	5977	Invoice	washer fluid	01/16/2025	02/15/2025	26.95	Open	01/25	52-00-6150
Total 5977:						26.95			
5978									
	5978	Invoice	teflon tape and bushing	01/16/2025	02/15/2025	14.96	Open	01/25	51-00-5204
Total 5978:						14.96			
5979									
	5979	Invoice	washers	01/16/2025	02/15/2025	4.80	Open	01/25	10-60-6010
Total 5979:						4.80			
Total Clear Creek Supply (291):						373.41			
Colorado Analytical Lab (945)									
250107042									
	250107042	Invoice	E-coli Testing	01/08/2025	02/07/2025	24.30	Open	01/25	52-00-5201
Total 250107042:						24.30			
250107083									
	250107083	Invoice	total coliform P/A compl	01/08/2025	02/07/2025	103.50	Open	01/25	51-00-5201
Total 250107083:						103.50			
250107081									
	250107081	Invoice	TSS/testing	01/09/2025	02/08/2025	14.40	Open	01/25	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 250107081:					14.40			
250110019								
250110019	Invoice	total coliform P/A compl	01/13/2025	02/12/2025	20.70	Open	01/25	51-00-5201
Total 250110019:					20.70			
250107095								
250107095	Invoice	bod-5	01/14/2025	02/13/2025	66.60	Open	01/25	52-00-5201
Total 250107095:					66.60			
250107105								
250107105	Invoice	Water Testing	01/14/2025	02/13/2025	512.11	Open	01/25	52-00-5201
Total 250107105:					512.11			
Total Colorado Analytical Lab (945):					741.61			
Colorado Community Media (1981)								
127999								
127999	Invoice	Legal Publication	01/17/2025	02/16/2025	29.08	Open	01/25	10-20-5312
Total 127999:					29.08			
Total Colorado Community Media (1981):					29.08			
Colorado Rangers (1905)								
2024-01010								
2024-01010	Invoice	Annual Service Fee	01/03/2025	02/02/2025	7,000.00	Open	01/25	10-30-5108
Total 2024-01010:					7,000.00			
Total Colorado Rangers (1905):					7,000.00			
Colorado Rural Water (85)								
3270								
3270	Invoice	Membership	12/31/2024	01/31/2025	475.00	Open	01/25	52-00-6500
Total 3270:					475.00			
Total Colorado Rural Water (85):					475.00			
Comcast (1486)								
230242011								
230242011	Invoice	New High speed internet for WWT	01/01/2025	02/01/2025	2,413.69	Open	13/24	52-00-5335
Total 230242011:					2,413.69			
0194987-1052025								
0194987-1052025	Invoice	Pd internet	01/05/2025	01/30/2025	253.46	Open	01/25	10-30-5335
Total 0194987-1052025:					253.46			
Total Comcast (1486):					2,667.15			
Core & Main LP (959)								
W162664								
W162664	Invoice	bolts, gaskets and flange	01/10/2025	02/09/2025	162.86	Open	01/25	51-15-6005
Total W162664:					162.86			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Core & Main LP (959):					162.86			
Doyle Disposal (380)								
26969								
26969	Invoice	Trash Service Sewer Plant	12/25/2024	01/25/2025	453.00	Open	01/25	52-00-5202
Total 26969:					453.00			
Total Doyle Disposal (380):					453.00			
DP Media (1968)								
0000405835								
0000405835	Invoice	Notice of Budget	01/01/2025	01/16/2025	562.25	Open	13/24	10-20-5312
Total 0000405835:					562.25			
Total DP Media (1968):					562.25			
Ember Design (2177)								
96408-000082/000083								
96408-000082/000083	Invoice	Marketing Brand Strategy	01/13/2025	02/12/2025	10,500.00	Open	01/25	10-21-5038
Total 96408-000082/000083:					10,500.00			
Total Ember Design (2177):					10,500.00			
FlowRide Concepts (2028)								
192								
192	Invoice	Rosa Gulch Rebuild and Eureka T	01/03/2025	01/31/2025	107,443.00	Open	13/24	21-00-6024
Total 192:					107,443.00			
Total FlowRide Concepts (2028):					107,443.00			
Foothills Auto & Truck Parts (1021)								
117486								
117486	Invoice	washer fluid	01/11/2025	02/10/2025	34.86	Open	01/25	10-30-6193
Total 117486:					34.86			
117837								
117837	Invoice	Wipers	01/19/2025	02/18/2025	48.98	Open	01/25	10-30-6193
Total 117837:					48.98			
Total Foothills Auto & Truck Parts (1021):					83.84			
Goodyear Auto Service Center (131)								
43666								
43666	Invoice	Replace damaged tire truck 6191	01/10/2025	02/09/2025	247.80	Open	01/25	10-10-6192
Total 43666:					247.80			
43694								
43694	Invoice	2018 ford tires	01/13/2025	02/12/2025	806.32	Open	01/25	10-30-6192
Total 43694:					806.32			
Total Goodyear Auto Service Center (131):					1,054.12			
Hach Company (138)								
14315263/14327814								
14315263/14327814	Invoice	Peek salt bridge	01/06/2025	02/05/2025	1,531.10	Open	01/25	52-00-5208

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
14315263/14327814	Invoice	Ph7 buffer	01/06/2025	02/05/2025	226.10	Open	01/25	52-00-5208
14315263/14327814	Invoice	Phosphax	01/06/2025	02/05/2025	259.44	Open	01/25	52-00-5208
14315263/14327814	Invoice	sensor cap replacement	01/06/2025	02/05/2025	1,394.60	Open	01/25	52-00-5208
14315263/14327814	Invoice	solution	01/06/2025	02/05/2025	267.90	Open	01/25	52-00-5208
Total 14315263/14327814:					3,679.14			
14322482								
14322482	Invoice	chlorine and dpd compounds	01/10/2025	02/09/2025	1,062.22	Open	01/25	51-00-5208
Total 14322482:					1,062.22			
14329649								
14329649	Invoice	amtax analyzer	01/15/2025	02/14/2025	508.90	Open	01/25	52-00-5208
14329649	Invoice	Phosphax analyzer	01/15/2025	02/14/2025	343.90	Open	01/25	52-00-5208
14329649	Invoice	solution	01/15/2025	02/14/2025	535.80	Open	01/25	52-00-5208
Total 14329649:					1,388.60			
Total Hach Company (138):					6,129.96			
HDR Engineering, Inc (1605)								
1200688198								
1200688198	Invoice	Mobility Hub	01/13/2025	02/12/2025	9,500.00	Open	13/24	59-70-5108
Total 1200688198:					9,500.00			
Total HDR Engineering, Inc (1605):					9,500.00			
Home Depot Credit Services (578)								
6025593								
6025593	Invoice	tape, knife, bulbs	12/06/2024	01/31/2025	85.40	Open	13/24	10-60-5208
Total 6025593:					85.40			
3184350								
3184350	Invoice	table, tape, knife	12/09/2024	01/31/2025	91.36	Open	13/24	10-10-6007
Total 3184350:					91.36			
6522869								
6522869	Invoice	trashcans, cleaner, filter	12/16/2024	01/31/2025	536.10	Open	13/24	10-60-5208
Total 6522869:					536.10			
5020994								
5020994	Invoice	nails	12/17/2024	01/31/2025	36.00	Open	13/24	10-60-5208
Total 5020994:					36.00			
5020998								
5020998	Invoice	surge protector	12/17/2024	01/31/2025	51.96	Open	13/24	10-10-5208
Total 5020998:					51.96			
2021307								
2021307	Invoice	flashlight, wrench, utility blades	12/20/2024	01/31/2025	67.41	Open	13/24	10-60-6010
2021307	Invoice	trash can	12/20/2024	01/31/2025	286.79	Open	13/24	10-60-6010
Total 2021307:					354.20			
Total Home Depot Credit Services (578):					1,155.02			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
HRS Water Consultants (851)								
30672								
30672	Invoice	Reservoir	01/10/2025	02/09/2025	1,045.00	Open	13/24	52-00-5104
Total 30672:					1,045.00			
Total HRS Water Consultants (851):					1,045.00			
I-70 Coalition (1073)								
234								
234	Invoice	Annual Dues	01/16/2025	02/15/2025	883.00	Open	01/25	10-20-5304
Total 234:					883.00			
Total I-70 Coalition (1073):					883.00			
John Guilfoil Public Relations (2174)								
6710								
6710	Invoice	Social Media Principles for FIrst R	01/15/2025	02/14/2025	398.00	Open	01/25	10-30-5212
Total 6710:					398.00			
Total John Guilfoil Public Relations (2174):					398.00			
JVA Incorporated (1110)								
21181								
21181	Invoice	mattie dam	12/31/2024	01/31/2025	1,718.00	Open	13/24	51-72-7310
Total 21181:					1,718.00			
21240								
21240	Invoice	Police Station	12/31/2024	01/31/2025	84.00	Open	13/24	21-00-7045
Total 21240:					84.00			
21241								
21241	Invoice	PW Facility	12/31/2024	01/31/2025	640.68	Open	13/24	21-00-7044
Total 21241:					640.68			
21243								
21243	Invoice	Argo Development	12/31/2024	01/31/2025	744.00	Open	13/24	10-00-2401
Total 21243:					744.00			
Total JVA Incorporated (1110):					3,186.68			
McDonald Farms (1588)								
0131767								
0131767	Invoice	WasteWater Hauled to Landfill	12/30/2024	01/14/2025	1,314.00	Open	13/24	52-00-5250
Total 0131767:					1,314.00			
0132741								
0132741	Invoice	WasteWater Hauled to Landfill	12/31/2024	01/15/2025	1,314.00	Open	13/24	52-00-5250
Total 0132741:					1,314.00			
Total McDonald Farms (1588):					2,628.00			
Milo's Speed Shop (2157)								
072131								
072131	Invoice	Tow 2019 Colorado	01/09/2025	02/08/2025	300.00	Open	01/25	10-30-5326

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 072131:					300.00			
501								
501	Invoice	2016 Ford Interceptor oil change	01/15/2025	02/14/2025	318.97	Open	01/25	10-30-6100
Total 501:					318.97			
503								
503	Invoice	2019 Colorado VVT Solenoid	01/21/2025	02/20/2025	826.71	Open	01/25	10-30-6100
Total 503:					826.71			
Total Milo's Speed Shop (2157):					1,445.68			
Motorola Solutions (190)								
8282046510								
8282046510	Invoice	mobile radio and programming	12/19/2024	01/18/2025	4,586.11	Open	13/24	21-00-6026
Total 8282046510:					4,586.11			
Total Motorola Solutions (190):					4,586.11			
Pitney Bowes (1758)								
09861563-1092025								
09861563-1092025	Invoice	Postage	01/09/2025	02/05/2025	214.99	Open	13/24	10-20-5310
Total 09861563-1092025:					214.99			
3320220122								
3320220122	Invoice	Postage Meter Lease	01/09/2025	02/27/2025	189.24	Open	01/25	10-20-7010
Total 3320220122:					189.24			
Total Pitney Bowes (1758):					404.23			
Ramey Environmental Compliance, INC (898)								
28895								
28895	Invoice	Grease Trap Inspections/McDonal	12/31/2024	01/31/2025	73.00	Open	13/24	52-00-5000
Total 28895:					73.00			
Total Ramey Environmental Compliance, INC (898):					73.00			
Sadie Schultz (2152)								
1.21.25								
1.21.25	Invoice	Business & Community Promotion	01/21/2025	02/20/2025	5,700.00	Open	01/25	10-21-5038
Total 1.21.25:					5,700.00			
Total Sadie Schultz (2152):					5,700.00			
SAFEbuilt, LLC Lockbox #88135 (1041)								
1132558								
1132558	Invoice	permits	12/31/2024	01/30/2025	13,307.19	Open	13/24	10-22-5000
Total 1132558:					13,307.19			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					13,307.19			
Safeguard Business Systems (821)								
9006750358								
9006750358	Invoice	W2 Forms	01/10/2025	02/08/2025	34.73	Open	01/25	52-00-5325

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
9006750358	Invoice	W2 Forms	01/10/2025	02/08/2025	34.73	Open	01/25	51-00-5325
9006750358	Invoice	W2 Forms	01/10/2025	02/08/2025	69.43	Open	01/25	10-30-5325
9006750358	Invoice	W2 Forms	01/10/2025	02/08/2025	69.43	Open	01/25	10-20-5325
9006750358	Invoice	W2 Forms	01/10/2025	02/08/2025	69.43	Open	01/25	10-10-5325
Total 9006750358:					277.75			
Total Safeguard Business Systems (821):					277.75			
The Compliance Alliance (852)								
25-0005								
25-0005	Invoice	Annual Consortium fee	01/09/2025	02/08/2025	525.00	Open	01/25	10-10-5108
Total 25-0005:					525.00			
Total The Compliance Alliance (852):					525.00			
THK Associates (1669)								
6305575								
6305575	Invoice	sports and recreation complex - p	01/01/2025	01/31/2025	687.50	Open	13/24	21-00-6032
Total 6305575:					687.50			
Total THK Associates (1669):					687.50			
Timberline Disposal (1467)								
5691077V324								
5691077V324	Invoice	Hwy 103 toilet	01/15/2025	01/21/2025	258.06	Open	01/25	51-00-5202
Total 5691077V324:					258.06			
Total Timberline Disposal (1467):					258.06			
Treatment Technology (1078)								
193358								
193358	Invoice	citric acid	12/17/2024	01/16/2025	1,421.75	Open	13/24	51-00-6215
193358	Invoice	cleaning and delivery	12/17/2024	01/16/2025	120.00	Open	13/24	51-00-6201
193358	Invoice	Sodium hypochlorite solution	12/17/2024	01/16/2025	719.40	Open	13/24	51-00-6201
Total 193358:					2,261.15			
Total Treatment Technology (1078):					2,261.15			
Upper Clear Creek Watershed (260)								
2025								
2025	Invoice	Membership Dues	01/01/2025	04/15/2025	2,062.00	Open	01/25	51-00-5304
Total 2025:					2,062.00			
Total Upper Clear Creek Watershed (260):					2,062.00			
USA Blue Book (376)								
00592743								
00592743	Invoice	pH buffers	01/14/2025	02/13/2025	112.15	Open	01/25	52-00-6004
00592743	Invoice	pipet tips	01/14/2025	02/13/2025	141.19	Open	01/25	52-00-6004
Total 00592743:					253.34			
00594203								
00594203	Invoice	adapter abd coupling	01/15/2025	02/14/2025	106.06	Open	01/25	51-00-5204
Total 00594203:					106.06			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total USA Blue Book (376):					359.40			
VISA (1827)								
ADMIN-1032025								
ADMIN-1032025	Invoice	Business cards - patterson	01/03/2025	01/28/2025	36.28	Open	13/24	10-20-6010
ADMIN-1032025	Invoice	cccma dues - schanhals	01/03/2025	01/28/2025	10.00	Open	13/24	10-20-5304
ADMIN-1032025	Invoice	main street - lunch marsh and patt	01/03/2025	01/28/2025	48.00	Open	13/24	10-20-5210
ADMIN-1032025	Invoice	main street - marsh patterson har	01/03/2025	01/28/2025	67.14	Open	13/24	10-20-5210
ADMIN-1032025	Invoice	mayor summit - harmon	01/03/2025	01/28/2025	95.00	Open	13/24	10-20-5212
ADMIN-1032025	Invoice	name badges	01/03/2025	01/28/2025	118.15	Open	13/24	10-20-6010
ADMIN-1032025	Invoice	new domain registration - vistiidah	01/03/2025	01/28/2025	108.05	Open	13/24	10-21-5038
ADMIN-1032025	Invoice	new hire background check	01/03/2025	01/28/2025	69.99	Open	13/24	10-20-5108
ADMIN-1032025	Invoice	new hire background check	01/03/2025	01/28/2025	9.00	Open	13/24	10-20-5108
ADMIN-1032025	Invoice	saving places - davenport, tyler, gl	01/03/2025	01/28/2025	675.00	Open	13/24	10-20-5225
ADMIN-1032025	Invoice	saving places - harmon, patterson	01/03/2025	01/28/2025	750.00	Open	13/24	10-20-5212
ADMIN-1032025	Invoice	saving places - strickland	01/03/2025	01/28/2025	225.00	Open	13/24	10-20-5225
ADMIN-1032025	Invoice	staff lunch -	01/03/2025	01/28/2025	107.73	Open	13/24	10-20-5210
Total ADMIN-1032025:					2,319.34			
PS-1032025								
PS-1032025	Invoice	Body armor	01/03/2025	01/28/2025	1,513.37	Open	13/24	10-30-6030
PS-1032025	Invoice	cards - albers	01/03/2025	01/28/2025	11.81	Open	13/24	10-30-5350
PS-1032025	Invoice	fuel	01/03/2025	01/28/2025	65.03	Open	13/24	10-30-6191
PS-1032025	Invoice	Investigative interviewing course -	01/03/2025	01/28/2025	1,500.00	Open	13/24	10-30-5212
PS-1032025	Invoice	mini shield	01/03/2025	01/28/2025	1,148.00	Open	13/24	10-30-6040
PS-1032025	Invoice	PD Practical search and seizure cl	01/03/2025	01/28/2025	300.00	Open	13/24	10-30-5212
PS-1032025	Invoice	postage	01/03/2025	01/28/2025	3.15	Open	13/24	10-30-5310
PS-1032025	Invoice	postage	01/03/2025	01/28/2025	8.79	Open	13/24	10-30-5310
PS-1032025	Invoice	stamps	01/03/2025	01/28/2025	73.00	Open	13/24	10-30-5310
Total PS-1032025:					4,623.15			
PW-1032025								
PW-1032025	Invoice	oil change and transfer case servi	01/03/2025	01/28/2025	293.96	Open	13/24	10-10-6150
PW-1032025	Invoice	stickers for trashcans	01/03/2025	01/28/2025	262.00	Open	13/24	10-60-6091
Total PW-1032025:					555.96			
Total VISA (1827):					7,498.45			
Grand Totals:					501,762.88			

Report GL Period Summary

GL Period	Amount
01/25	162,729.92
13/24	339,032.96
Grand Totals:	501,762.88

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

OATH OF OFFICE – POLICE OFFICER

I, Michael Huckle, do solemnly declare and affirm that I will support the Laws and Constitution of the United States of America and of the State of Colorado, the laws and ordinances of the City of Idaho Springs and the rules and regulations of the Idaho Springs Police Department. I swear I will faithfully perform the duties of the office of Idaho Springs Police Officer to which I have been appointed.

Michael Huckle

STATE OF COLORADO)
) ss.
COUNTY OF CLEAR CREEK)

Subscribed and sworn to before me this 21st day of January 2025.

Witness my hand and official seal.

Wonder Martell
Deputy City Clerk

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
NOVEMBER 30, 2024

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	292,704.01
01-00-1111	MONEY MARKET -3504	617,442.47
01-00-1112	XPRESS DEPOSIT ACCOUNT	660,128.14
01-00-1113	PETTY CASH CHECKING ACCOUNT	25,337.89
01-00-1115	EVERGREEN NAT'L– PR CKG -2114	216,530.27
01-00-1117	COLOTRUST--GENERAL -8001	541,065.00
01-00-1118	COLOTRUST--RAMP FUND -8002	227,511.95
01-00-1119	CSAFE--GENERAL -97-01	4,375,052.27
01-00-1175	CASH CLEARING - UTILITIES	209.26
01-00-1176	CASH CLEARING - COURT	530.00
	TOTAL COMBINED CASH	6,956,511.26
01-00-1000	COMBINED CASH FUND	(6,956,511.26)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	819,902.77
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	10,080.64
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	674,518.75
21	ALLOCATION TO IMPROVEMENT FUND	807,083.11
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	120,764.57
23	ALLOCATION TO 1% STREET SALES TAX	1,019,262.47
51	ALLOCATION TO WATER FUND	1,852,754.58
52	ALLOCATION TO WASTEWATER FUND	703,269.48
59	ALLOCATION TO PARKING ENTERPRISE FUND	948,874.89
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,956,511.26
	ALLOCATION FROM COMBINED CASH FUND - 01-00-1000	(6,956,511.26)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

GENERAL FUND

	ASSETS			
10-00-1000	CASH - COMBINED FUND		819,902.77	
10-00-1120	CASH W/COUNTY TREASURER		92,461.97	
10-00-1140	MUNICIPAL COURT		2,992.80	
10-00-1150	A/R--BILLED ACCOUNTS		(13,275.34)	
10-00-1165	OTHER RECEIVABLES		306,646.93	
10-00-1167	PROPERTY TAXES RECEIVABLE		220,831.00	
10-00-1170	A/R--COURT		52,756.89	
10-00-1171	LEASE RECEIVABLE		303,537.44	
10-00-1580	SUSPENSE		.86	
	TOTAL ASSETS			1,785,855.32
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-00-2020	ACCOUNTS PAYABLE		46,163.72	
10-00-2040	PREPAID BUSINESS LICENSES		5,000.00	
10-00-2120	DEFERRED PROPERTY TAXES		220,831.00	
10-00-2140	DEF'D INFLOW OF RES--LEASE		2,142.86	
10-00-2141	DEF'D INFLOW OF RES--2017VERI		133,045.51	
10-00-2142	DEF'D INFLOW OF RES--2012VERI		168,349.07	
10-00-2220	FICA PAYABLE		(1.00)	
10-00-2230	HEALTH INSURANCE PAYABLE		1,642.00	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE		500.23	
10-00-2236	UNEMPLOYMENT PAYABLE		634.82	
10-00-2237	MISC PAYROLL PAYABLE		(1,352.12)	
10-00-2238	LIFE INSURANCE PAYABLE		(193.20)	
10-00-2401	DEVELOPER LIABILITIES		(11,226.66)	
	TOTAL LIABILITIES			565,536.23
	FUND EQUITY			
10-00-2600	FUND BALANCE		1,738,497.34	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(518,178.25)		
	BALANCE - CURRENT DATE		(518,178.25)	
	TOTAL FUND EQUITY			1,220,319.09
	TOTAL LIABILITIES AND EQUITY			1,785,855.32

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	PROPERTY, SALES & USE TAXES						
10-00-3110	PROPERTY TAXES	201,729.56	194,384.98	543.10	234,571.28	250,000	93.8
10-00-3120	SPECIFIC OWNERSHIP TAX	21,391.76	21,103.39	1,791.66	22,163.75	24,000	92.4
10-00-3130	SALES TAX (1/2)	1,740,596.72	1,773,142.34	173,176.00	1,754,411.91	2,200,000	79.8
10-00-3131	SALES/VENDOR FEE	35.00	.00	.00	.00	0	.0
10-00-3135	BUILDING USE TAX (2/3)	35,480.50	10,998.10	192.50	142,852.78	15,000	952.4
10-00-3136	MOTOR VEHICLE USE TAX	83,827.02	72,537.98	3,158.05	82,409.61	85,000	97.0
10-00-3182	FRANCHISE-PUBLIC SERVICE	83,071.64	91,129.20	5,931.22	84,455.10	92,000	91.8
10-00-3183	FRANCHISE-CABLE--COMCAST	22,166.15	21,402.01	2,435.97	20,155.43	23,000	87.6
10-00-3184	FRANCHISE-QWEST/CENTURYLINK	393.50	161.50	.00	119.50	500	23.9
	TOTAL PROPERTY, SALES & USE TAXES	2,188,691.85	2,184,859.50	187,228.50	2,341,139.36	2,689,500	87.1
	LICENSES & PERMITS						
10-00-3211	LIQUOR LICENSE	4,978.75	5,411.25	278.75	5,540.00	6,000	92.3
10-00-3216	BUSINESS LICENSE FEE	15,136.79	28,330.77	1,575.00	8,314.59	16,000	52.0
10-00-3218	SHOPPING BAG FEES	.00	11,458.93	.00	11,016.95	18,000	61.2
10-00-3221	BUILDING PERMITS	71,454.30	.00	451.45	202,994.06	120,000	169.2
10-00-3222	CONTRACTOR'S LICENSE	9,900.00	10,300.00	1,200.00	11,900.00	12,000	99.2
10-00-3225	FINGERPRINTS	.00	15.00	.00	.00	0	.0
10-00-3227	REPORTS/COPIES/FAX	939.00	2,644.75	221.50	2,331.50	2,500	93.3
10-00-3229	OTHER LICENSES/PERMITS	67,206.50	56,297.25	1,231.50	80,119.86	65,000	123.3
10-00-3240	PLAN REVIEW/COMMISSION FEES	1,015.90	77,347.18	579.69	36,006.44	1,200	3000.5
	TOTAL LICENSES & PERMITS	170,631.24	191,805.13	5,537.89	358,223.40	240,700	148.8
	OTHER TAXES						
10-00-3301	MOTOR VEHICLE REG. FEES	8,085.49	6,249.09	537.50	6,174.75	7,000	88.2
10-00-3304	MARIJUANA SPECIAL SALES TAX	81,880.38	63,412.65	3,260.47	52,421.13	80,000	65.5
10-00-3305	STATE SHARED CIGARETTE TAX	4,953.70	6,005.96	476.37	4,535.89	5,000	90.7
10-00-3306	COUNTY ROAD & BRIDGE TAX	267,212.24	327,619.08	.00	400,456.42	393,143	101.9
10-00-3307	SEVERENCE TAX	164,318.33	129,233.88	.00	71,204.91	160,000	44.5
10-00-3309	HIGHWAY USERS TAX	62,420.99	60,759.04	25,086.29	67,860.34	70,000	96.9
10-00-3380	OPERATIONAL GRANTS	.00	.00	15,104.73	30,134.76	20,000	150.7
10-00-3385	FED'L GRANT--AMER. RECOVERY PL	224,455.33	.00	.00	.00	0	.0
	TOTAL OTHER TAXES	813,326.46	593,279.70	44,465.36	632,788.20	735,143	86.1
	FINES						
10-00-3550	FINES	45,566.50	68,660.00	15,840.00	236,465.80	75,000	315.3
	TOTAL FINES	45,566.50	68,660.00	15,840.00	236,465.80	75,000	315.3

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
10-00-3601	INTEREST EARNED	12,393.48	58,851.52	2,345.87	50,775.64	60,000	84.6
10-00-3602	ARGO MINE/DEVELOPER ACCOUNT	.00	.00	.00	8,500.00	0	.0
10-00-3604	DONATIONS	610.00	5,100.00	.00	2,391.00	2,500	95.6
10-00-3610	CEMETERY FEES	900.00	6,250.00	.00	1,450.00	5,000	29.0
10-00-3620	LEASES/RENT	61,213.07	66,351.57	11,588.00	70,651.70	70,000	100.9
10-00-3680	REIMBURSEMENT/REFUNDS	15,203.77	40,176.49	2,079.13	44,063.15	10,000	440.6
10-00-3690	MISCELLANEOUS REVENUE	13,601.44	5,663.66	1,321.00	4,981.62	8,000	62.3
10-00-3691	CONVENIENCE FEES	9,973.00	.00	.00	.00	0	.0
	TOTAL MISCELLANEOUS	113,894.76	182,393.24	17,334.00	182,813.11	155,500	117.6
	INTERFUND TRANSFERS						
10-00-3921	TRANSFERS FROM STI FUND	18,750.00	18,750.00	.00	.00	25,000	.0
10-00-3971	TRANSFER FROM POLICE PENSION	5,519.40	.00	.00	.00	0	.0
	TOTAL INTERFUND TRANSFERS	24,269.40	18,750.00	.00	.00	25,000	.0
	TOTAL FUND REVENUE	3,356,380.21	3,239,747.57	270,405.75	3,751,429.87	3,920,843	95.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	STREETS EXPENDITURES						
10-10-4102	SALARIES	47,521.60	29,034.31	2,011.20	23,128.80	52,296	44.2
10-10-4103	HOURLY	129,576.93	133,903.97	9,378.12	105,517.19	159,016	66.4
10-10-4104	OVERTIME	1,346.57	9,516.19	407.78	9,061.83	12,000	75.5
10-10-4201	FICA	10,598.55	10,263.07	701.79	8,179.13	12,317	66.4
10-10-4202	MEDICARE	2,478.78	2,400.21	164.13	1,912.71	2,880	66.4
10-10-4203	HEALTH INS.	28,336.25	27,507.75	1,783.80	21,592.18	27,102	79.7
10-10-4204	LIFE INS.	253.37	190.53	14.70	175.70	234	75.1
10-10-4205	DEFERRED COMP	3,849.73	1,515.61	648.68	5,756.11	6,339	90.8
10-10-4206	UNEMPLOYMENT	356.92	328.10	23.25	270.77	447	60.6
10-10-4207	DISABILITY INSURANCE	918.01	1,200.02	113.07	1,331.00	1,546	86.1
10-10-4209	DENTAL INSURANCE	1,357.00	1,046.52	69.40	840.20	1,334	63.0
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	18,483.40	30,335.13	1,760.63	23,608.28	32,000	73.8
10-10-5202	DISPOSAL-TRASH	48.00	1,294.53	855.92	5,565.90	100	5565.9
10-10-5207	MAINT./REPAIRS-SERVICES	.00	.00	.00	8,346.66	1,500	556.4
10-10-5208	MAINT./REPAIRS-BUILDING	481.79	1,371.09	.00	1,208.35	2,000	60.4
10-10-5212	TRAINING	10.00	.00	.00	75.00	5,000	1.5
10-10-5213	MEDICAL	60.00	160.00	.00	.00	200	.0
10-10-5215	EMPLOYEE INCENTIVE	300.00	1,923.79	.00	25.00	2,100	1.2
10-10-5300	CIRSA W/C INSURANCE	14,549.60	16,741.20	.00	20,081.92	18,000	111.6
10-10-5301	CIRSA P/C INSURANCE	23,184.02	29,064.33	.00	44,294.11	35,000	126.6
10-10-5303	TELEPHONE	1,572.05	1,577.93	144.40	1,585.20	1,800	88.1
10-10-5304	DUES & PUBLICATIONS	725.00	.00	.00	421.99	400	105.5
10-10-5305	TRAVEL & MEALS	.00	.00	.00	115.79	50	231.6
10-10-5306	EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310	POSTAGE	.00	.00	.00	.00	150	.0
10-10-5313	ADVERTISING	23.48	.00	.00	.00	500	.0
10-10-5314	INSURANCE CLAIMS	.00	.00	.00	2,000.00	2,000	100.0
10-10-5325	PRINTING	115.65	31.23	.00	.00	50	.0
10-10-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	3,308.19	100	3308.2
10-10-5335	CELL/INTERNET SERVICE	4,181.87	4,381.06	102.94	3,408.78	4,400	77.5
10-10-6001	ELECTRICITY & GAS	79,840.54	57,092.94	8,318.99	62,640.43	60,000	104.4
10-10-6007	MATERIALS/SUPPLIES/EQUIP	1,259.50	5,215.86	.00	2,709.89	8,000	33.9
10-10-6010	MATERIALS/SUPPLIES/OFFICE	1,727.22	1,284.61	502.86	3,489.96	2,000	174.5
10-10-6012	GAS/OIL-EQUIPMENT	3,695.65	3,858.48	.00	2,660.60	5,000	53.2
10-10-6020	TOOLS	1,352.94	1,063.08	.00	1,523.81	2,000	76.2
10-10-6022	SAFETY ITEMS	336.97	439.14	.00	119.50	500	23.9
10-10-6040	OCCUPATIONAL EQUIP/SAFETY	330.16	671.36	.00	195.26	1,000	19.5
10-10-6050	WATER/SEWER	1,357.85	2,271.92	550.83	2,999.68	1,500	200.0
10-10-6085	STREET LAMPS	18,707.70	26,530.98	.00	11,320.63	20,000	56.6
10-10-6091	SIGNS	3,616.95	168.39	.00	21,832.08	5,000	436.6
10-10-6093	PAINT	2,385.35	2,631.58	.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	49,900.00	5,900.00	.00	3,615.00	7,000	51.6
10-10-6097	DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098	TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099	SALTED SAND	16,087.31	11,449.20	.00	9,997.10	15,000	66.7
10-10-6150	FLEET MAINT	9,124.17	4,867.65	6,343.60	19,462.23	7,000	278.0
10-10-6191	FLEET FUEL	11,944.04	14,833.63	1,357.71	13,972.43	15,000	93.2
10-10-6192	FLEET TIRES	.00	2,621.47	.00	471.91	3,000	15.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193	FLEET SUPPLIES	1,548.61	3,316.47	429.98	1,484.44	6,000	24.7
10-10-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010	OFFICE EQUIPMENT/COMPUTER	131.00	.00	.00	.00	2,225	.0
10-10-7011	COMPUTER SOFTWARE	93.75	59.97	.00	79.96	100	80.0
	TOTAL STREETS EXPENDITURES	493,768.28	448,063.30	35,683.78	450,385.70	562,336	80.1

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	ADMINISTRATION EXPENDITURES						
10-20-4101	MAYOR/COUNCIL	32,400.01	31,200.00	.00	26,640.00	44,160	60.3
10-20-4102	SALARY	262,101.60	161,001.60	19,864.00	290,274.34	264,812	109.6
10-20-4103	HOURLY	91,190.78	171,221.04	11,157.34	143,260.13	113,316	126.4
10-20-4104	OVERTIME	8.82	366.74	314.70	4,783.12	1,000	478.3
10-20-4201	FICA	23,221.60	21,883.95	1,856.60	27,862.10	26,143	106.6
10-20-4202	MEDICARE	5,431.03	5,118.38	434.19	6,516.28	6,114	106.6
10-20-4203	HEALTH INS.	40,938.81	41,736.81	6,890.00	77,695.60	41,470	187.4
10-20-4204	LIFE INS.	357.83	288.75	28.70	404.95	382	106.0
10-20-4205	DEFERRED COMP	9,817.48	16,615.15	2,089.06	27,329.08	25,000	109.3
10-20-4206	UNEMPLOYMENT	705.06	657.90	62.66	856.49	879	97.4
10-20-4207	DISABILITY INSURANCE	2,077.74	2,857.20	262.70	3,424.27	3,812	89.8
10-20-4209	DENTAL INSURANCE	2,310.44	1,903.60	209.20	2,689.60	2,440	110.2
10-20-5050	COUNTY TREASURER'S FEES	4,076.28	3,875.75	11.51	4,429.97	6,000	73.8
10-20-5101	LEGAL	138,134.90	156,173.57	8,254.29	133,132.91	155,000	85.9
10-20-5102	AUDIT	5,200.00	7,125.00	.00	5,650.00	6,000	94.2
10-20-5103	ENGI'RING SVCES--DEVEL REVIEW	1,056.00	2,592.66	361.20	2,075.32	5,000	41.5
10-20-5104	FINANCIAL SERVICES	51,900.00	25,240.63	.00	20,483.45	30,000	68.3
10-20-5105	PLANNING SERVICES	.00	240.00	.00	8,307.00	10,000	83.1
10-20-5106	IT SERVICES	710.00	11,621.64	2,749.76	21,592.64	12,000	179.9
10-20-5107	SURVEYING	1,833.33	4,500.00	.00	32,638.75	5,000	652.8
10-20-5108	OTHER CONTRACTUAL SERVICES	22,719.17	23,705.12	1,031.73	54,536.93	88,000	62.0
10-20-5207	REPAIR/MAINT.-SERVICES	.00	411.00	.00	.00	1,000	.0
10-20-5208	REPAIR/MAINTENANCE-BUILDING	234.76	1,710.16	285.00	1,179.85	5,000	23.6
10-20-5210	MEETING EXPENSE	1,523.96	1,263.66	189.01	1,462.61	1,500	97.5
10-20-5212	EDUCATION & TRAINING	2,903.00	5,282.47	.00	6,862.42	8,000	85.8
10-20-5215	EMPLOYEE INCENTIVE	805.00	495.00	80.00	1,015.00	1,500	67.7
10-20-5220	ELECTION	738.35	.00	260.54	260.54	1,000	26.1
10-20-5225	BOARDS & COMMISSIONS	1,159.00	.00	.00	.00	1,500	.0
10-20-5300	CIRSA W/C INSURANCE	727.48	837.06	.00	1,004.09	1,000	100.4
10-20-5301	CIRSA P/C INSURANCE	14,853.65	28,064.33	.00	43,794.11	32,000	136.9
10-20-5303	TELEPHONE	1,572.05	1,577.93	144.40	1,585.20	1,725	91.9
10-20-5304	DUES & MEMBERSHIPS	3,422.00	11,981.20	.00	6,184.78	8,900	69.5
10-20-5305	TRAVEL & MEALS	1,461.62	7,361.82	250.00	8,649.05	6,000	144.2
10-20-5309	CONTRACT OFFICE EQUIP.	6,118.58	6,480.36	306.00	4,248.48	7,300	58.2
10-20-5310	POSTAGE, SHIPPING, BOX RENT	2,048.26	1,901.12	214.99	1,695.31	2,000	84.8
10-20-5312	LEGAL PUBLICATIONS	3,395.61	4,249.46	359.01	7,326.06	4,600	159.3
10-20-5313	ADVERTISING	829.00	50.00	145.00	1,891.12	1,000	189.1
10-20-5314	INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316	RECORDING DOCUMENTS	691.00	458.00	36.00	1,581.00	1,400	112.9
10-20-5322	CODIFICATION	1,716.32	2,819.40	.00	3,668.00	3,000	122.3
10-20-5325	PRINTING	1,435.48	1,352.41	.00	385.26	2,000	19.3
10-20-5335	CELL/INTERNET SERVICE	4,031.76	4,309.64	474.66	6,339.42	4,700	134.9
10-20-5340	PAYMENT PROCESSING FEES	8,790.32	1,274.43-	.00	.00	0	.0
10-20-6001	ELECTRICITY & GAS	4,966.66	5,419.64	.00	4,661.72	7,400	63.0
10-20-6010	MATERIALS/SUPPLIES/OFFICE	2,818.40	3,556.96	16.40	2,838.90	4,000	71.0
10-20-6020	FLAGS	761.08	.00	.00	.00	1,000	.0
10-20-6050	WATER/SEWER	3,817.85	3,458.73	824.41	2,412.80	4,500	53.6
10-20-6060	REFUNDS	.00	692.10	.00	1,000.00	1,000	100.0
10-20-6500	MISCELLANEOUS EXPENSE	95.53	295.00	.00	1,000.00	1,000	100.0
10-20-7010	OFFICE EQUIPMENT/COMPUTERS	2,708.26	14,381.27	.00	3,789.08	16,000	23.7
10-20-7011	COMPUTER SOFTWARE	6,034.75	260.00	.00	1,871.75	8,500	22.0
10-20-7020	PUBLIC ENGAGEMENT	1,900.00	1,900.00	.00	9,121.50	20,000	45.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010	MISC. CASH OVER/SHORT	19.96	1.00	.00	(1.16)	0	.0
	TOTAL ADMINISTRATION EXPENDITURES	777,770.57	799,220.78	59,163.06	1,020,409.82	1,006,053	101.4
	COMMUNITY PROMOTION						
10-21-5030	HSIS/ VISITOR CENTER	40,920.00	35,002.50	.00	45,000.00	60,000	75.0
10-21-5032	MISC. EVENTS	5,254.00	1,400.00	1,338.68	13,894.28	7,000	198.5
10-21-5033	K-GOAT ANNUAL FEE	3,500.00	3,500.00	.00	3,500.00	3,500	100.0
10-21-5036	MAYOR & COMMISSIONER AWARDS	2,000.00	2,000.00	.00	2,000.00	2,000	100.0
10-21-5037	TREE LIGHTING	.00	200.00	500.00	500.00	1,500	33.3
10-21-5038	MISC. ORGANIZATION REQUEST	8,452.83	31,125.00	3,949.84	23,632.65	30,000	78.8
10-21-5039	BEAUTIFICATION	9,157.98	6,072.84	5,944.60	5,944.60	9,500	62.6
10-21-5040	HOLIDAY DECORATING	20,867.98	20,580.00	23,286.90	23,286.90	20,580	113.2
10-21-5041	HISTORIC SITES & FACILITIES	1,006.01	3,100.00	.00	.00	5,000	.0
10-21-5050	4TH OF JULY	34,615.59	37,350.00	.00	46,809.00	50,000	93.6
10-21-5430	VISITOR CTR BLDG MAINTENANCE	23,296.52	6,547.54	.00	14,421.04	10,000	144.2
	TOTAL COMMUNITY PROMOTION	149,070.91	146,877.88	35,020.02	178,988.47	199,080	89.9
	BUILDING INSPECTOR						
10-22-5000	OPERATIONS CONTRACTUAL	51,187.81	77,267.33	926.11	207,038.70	100,000	207.0
10-22-5108	OTHER PROFESSIONAL SERVICES	.00	500.00	.00	.00	2,000	.0
	TOTAL BUILDING INSPECTOR	51,187.81	77,767.33	926.11	207,038.70	102,000	203.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	POLICE EXPENDITURES						
10-30-4102	SALARIES	102,535.32	110,614.40	11,640.00	121,910.40	127,415	95.7
10-30-4103	HOURLY WAGES--SWORN	430,516.83	461,836.50	40,583.87	501,539.91	581,196	86.3
10-30-4104	OVERTIME--REGULAR	6,904.77	24,132.98	3,341.11	22,369.76	16,000	139.8
10-30-4105	HOLIDAY	1,697.83	9,767.25	1,385.68	12,590.16	0	.0
10-30-4106	OVERTIME--HOLIDAY WORKED-SWORN	.00	15,319.98	2,188.80	19,295.24	26,565	72.6
10-30-4109	HOURLY WAGES--CIVILIAN	125,545.18	132,336.50	12,030.64	149,818.01	166,374	90.1
10-30-4110	OVERTIME--HOLIDAY WKD-CIVILIAN	.00	2,402.31	332.52	1,679.14	2,500	67.2
10-30-4201	FICA	8,693.20	9,983.59	762.62	9,427.15	10,985	85.8
10-30-4202	MEDICARE	9,205.73	10,538.69	998.91	11,575.11	12,238	94.6
10-30-4203	HEALTH INS.	111,477.62	110,072.00	9,308.00	112,861.00	106,017	106.5
10-30-4204	LIFE INS.	733.60	764.40	74.20	869.40	788	110.3
10-30-4205	DEFERRED COMP	5,226.33	5,635.03	686.68	8,052.00	6,000	134.2
10-30-4206	UNEMPLOYMENT	1,330.10	1,508.40	143.00	1,655.55	1,568	105.6
10-30-4207	DISABILITY INSURANCE	3,679.66	6,486.15	600.88	6,947.17	6,000	115.8
10-30-4209	DENTAL INSURANCE	6,678.40	4,985.60	528.00	6,410.40	7,168	89.4
10-30-4210	PENSION FPPA	51,268.81	61,492.56	6,244.33	73,301.94	70,000	104.7
10-30-5101	LEGAL	15,799.73	1,054.75	.00	.00	15,000	.0
10-30-5105	OTHER CONTRACT SERVICES	128,798.85	164,059.51	.00	253,810.04	285,000	89.1
10-30-5108	OTHER PROFESSIONAL SERVICES	27,589.49	42,370.90	665.74	78,160.56	70,000	111.7
10-30-5109	POLYGRAPH/PSY EXAM	1,751.40	2,294.10	.00	2,475.70	2,200	112.5
10-30-5207	REPAIR/MAINT-SERVICES	650.00	.00	.00	.00	3,000	.0
10-30-5208	REPAIRS/MAINTENANCE/BLDG.	3,720.62	3,292.10	.00	845.63	4,000	21.1
10-30-5212	TRAINING	8,616.88	10,542.01	670.00	15,383.51	18,000	85.5
10-30-5213	MEDICAL/BLOOD DRAW	1,200.00	163.61	.00	.00	1,500	.0
10-30-5215	EMPLOYEE INCENTIVE	4,024.74	243.11	40.00	500.00	3,500	14.3
10-30-5300	CIRSA W/C INSURANCE	13,822.12	15,904.14	.00	19,077.84	18,000	106.0
10-30-5301	CIRSA P/C INSURANCE	49,752.03	78,529.82	578.28	224,788.82	90,000	249.8
10-30-5303	TELEPHONE	1,572.05	1,577.93	144.40	1,585.20	1,800	88.1
10-30-5304	DUES & PUBLICATIONS	2,924.00	1,016.00	.00	5,266.42	2,000	263.3
10-30-5305	TRAVEL & MEALS	641.74	.00	116.00	1,248.29	1,000	124.8
10-30-5309	CONTRACT OFFICE EQUIP.	456.90	1,891.68	100.20	1,196.95	2,050	58.4
10-30-5310	POSTAGE, SHIPPING, BOX RENT	233.08	422.29	9.04	227.84	800	28.5
10-30-5313	ADVERTISING	.00	310.00	.00	.00	0	.0
10-30-5314	INSURANCE CLAIMS	8,951.44	3,000.00	.00	2,000.00	3,000	66.7
10-30-5325	PRINTING	699.56	1,408.06	.00	2,992.78	3,000	99.8
10-30-5326	TOWING	525.00	232.00	.00	232.00	1,000	23.2
10-30-5330	COMMUNICATIONS EQUIPMENT	487.14	208.14	.00	553.34	1,000	55.3
10-30-5335	CELL/INTERNET SERVICE	5,993.63	6,682.82	253.71	8,340.65	7,000	119.2
10-30-5350	PUBLIC EDUCATION/RELATIONS	1,479.37	3,304.26	.00	2,152.31	1,500	143.5
10-30-6001	ELECTRICITY & GAS	2,979.87	3,887.45	871.18	4,405.57	3,500	125.9
10-30-6010	MATERIALS/SUPPLIES/OFFICE	4,568.57	1,958.07	115.14	3,122.29	3,000	104.1
10-30-6015	MATERIALS/SUPPLIES-INVESTIG.	1,588.61	2,725.03	716.21	2,967.98	1,750	169.6
10-30-6022	SAFETY ITEMS	.00	.00	.00	650.00	0	.0
10-30-6030	UNIFORMS	15,155.29	16,373.80	143.45	11,582.40	12,000	96.5
10-30-6040	OCCUPATIONAL EQUIP/SAFETY	6,377.97	9,865.34	.00	7,919.58	16,000	49.5
10-30-6045	AMMUNITION	1,375.26	4,820.06	(254.83)	2,647.87	5,000	53.0
10-30-6050	WATER/SEWER	1,432.03	1,635.38	691.18	3,737.65	1,000	373.8
10-30-6100	FLEET MAINTENANCE	7,594.51	35,551.16	3,922.54	55,952.26	14,000	399.7
10-30-6191	FLEET FUEL	25,709.15	28,048.57	3,328.25	31,697.82	25,000	126.8
10-30-6192	FLEET TIRES	3,569.32	2,884.06	1,005.80	4,607.23	3,000	153.6
10-30-6193	FLEET SUPPLIES	255.76	891.12	8.20	2,446.38	500	489.3
10-30-7010	COMPUTERS / OFFICE EQUIPMENT	8,080.47	5,332.01	.00	1,925.00	3,200	60.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-30-7011	COMPUTER SOFTWARE	.00	15,688.95	802.86	24,289.11	20,500	118.5
	TOTAL POLICE EXPENDITURES	1,223,869.96	1,436,044.57	104,776.59	1,839,091.36	1,783,614	103.1
	COURT EXPENDITURES						
10-40-4103	HOURLY	23,938.37	25,705.99	2,421.09	27,075.91	30,256	89.5
10-40-4104	OVERTIME	.00	100.73	44.83	1,482.23	100	1482.2
10-40-4201	FICA	1,429.44	1,543.40	147.59	1,712.37	1,818	94.2
10-40-4202	MEDICARE	334.24	360.82	34.52	400.44	477	84.0
10-40-4203	HEALTH INS.	3,176.80	3,317.60	316.80	3,484.80	3,798	91.8
10-40-4204	LIFE INS.	38.50	38.50	3.50	38.50	50	77.0
10-40-4205	DEFERRED COMP	.00	.00	72.63	812.26	907	89.6
10-40-4206	UNEMPLOYMENT	47.86	51.65	4.93	57.08	67	85.2
10-40-4207	WORKMANS COMP	138.46	237.37	22.65	252.02	188	134.1
10-40-4209	DENTAL INSURANCE	154.00	136.40	12.40	136.40	174	78.4
10-40-5101	LEGAL FEES	558.75	.00	.00	112.50	750	15.0
10-40-5110	JUDGE RETAINER	17,600.00	17,600.00	1,600.00	17,600.00	19,200	91.7
10-40-5115	PROSECUTER	16,952.88	17,129.75	1,558.56	17,134.99	18,688	91.7
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	200.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	22.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	36.08	.00	53.30	100	53.3
10-40-5325	PRINTING	12.50	.00	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	.00	365.87	100	365.9
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	276.56	.00	.00	.00	100	.0
	TOTAL COURT EXPENDITURES	64,880.36	66,258.29	6,239.50	70,718.67	77,428	91.3
	FIRE DEPARTMENT						
10-50-5050	CONTRIBUTION TO CCCESD	144,500.00	141,225.00	.00	299,875.00	278,105	107.8
	TOTAL FIRE DEPARTMENT	144,500.00	141,225.00	.00	299,875.00	278,105	107.8

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	PARKS EXPENDITURES						
10-60-4103	HOURLY	42,104.62	62,640.58	6,926.56	80,141.09	56,698	141.4
10-60-4104	OVERTIME	811.09	7,070.99	845.65	9,533.54	8,200	116.3
10-60-4105	HOLIDAY	.00	760.00	166.32	1,330.56	1,000	133.1
10-60-4201	FICA	2,556.13	4,260.27	482.00	5,530.20	4,770	115.9
10-60-4202	MEDICARE	597.80	996.34	112.72	1,293.38	1,115	116.0
10-60-4203	HEALTH INS.	6,353.60	6,635.20	633.60	6,969.60	7,599	91.7
10-60-4204	LIFE INS.	70.00	119.00	11.20	137.20	126	108.9
10-60-4205	DEFERRED COMP	.00	.00	212.78	2,444.20	1,500	163.0
10-60-4206	UNEMPLOYMENT	85.80	140.94	15.88	182.05	159	114.5
10-60-4207	DISABILITY INSURANCE	222.88	503.00	71.35	794.13	510	155.7
10-60-5108	OTHER PROFESSIONAL SERVICES	24,912.58	62,316.98	.00	27,050.98	63,000	42.9
10-60-5202	DISPOSAL	3,309.77	3,082.08	871.92	1,991.27	4,550	43.8
10-60-5207	REPAIR/MAINT-SERVICES	.00	396.76	.00	750.00	2,500	30.0
10-60-5208	MAINT./REPAIRS-BUILDING	.00	125.20	201.88	1,178.89	250	471.6
10-60-5209	VANDALISM MAINTENANCE	.00	507.66	.00	401.25	1,000	40.1
10-60-5210	GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211	TRAIL MAINTENANCE-VCMP	.00	.00	.00	90.00	2,500	3.6
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	300.00	.00	.00	.00	250	.0
10-60-5300	CIRSA W/C INSURANCE	1,454.96	1,674.12	.00	2,008.20	1,800	111.6
10-60-5301	CIRSA P/C INSURANCE	771.62	5,516.02	.00	.00	0	.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	691.31	1,000	69.1
10-60-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335	CELL/INTERNET SERVICE	378.88	415.37	.00	312.17	400	78.0
10-60-6001	ELECTRICITY & GAS	5,009.78	7,512.74	601.17	6,228.96	10,000	62.3
10-60-6010	MATERIALS/SUPPLIES-MISC.	5,510.45	7,209.84	3,642.37	15,170.24	5,500	275.8
10-60-6012	GAS, OIL-EQUIPMENT	330.47	954.45	.00	100.20	2,000	5.0
10-60-6020	TOOLS	703.27	356.20	14.28	483.17	1,000	48.3
10-60-6022	SAFETY ITEMS	186.42	234.97	.00	457.28	250	182.9
10-60-6040	OCCUPATIONAL EQUIP/SAFETY	11.97	63.30	.00	189.85	200	94.9
10-60-6045	SPRINKLER PARTS	2,552.42	394.01	.00	632.75	2,800	22.6
10-60-6050	WATER/SEWER	4,769.35	5,127.74	9,518.15	16,958.92	4,000	424.0
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	151.56	128.55	.00	.00	150	.0
10-60-6095	SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098	TREE REPLACEMENT & TRIMMING	425.00	2,017.00	.00	6,325.00	10,000	63.3
10-60-6099	SALTED SAND	691.20	.00	.00	.00	1,650	.0
10-60-6150	FLEET MAINT	1,570.34	358.62	.00	2,970.03	2,200	135.0
10-60-6191	FLEET FUEL	3,729.40	3,371.85	317.21	3,184.75	3,700	86.1
10-60-6192	FLEET TIRES	.00	978.10	.00	814.76	1,200	67.9
10-60-6193	FLEET SUPPLIES	182.23	987.70	.00	.00	1,500	.0
10-60-6200	PARKS MAINT. & PARTS	5,513.32	7,918.83	.00	5,252.97	8,000	65.7
10-60-6204	WEED CONTROL	74.91	.00	.00	.00	500	.0
10-60-6206	CHEMICALS/FERTILITZER	362.91	135.67	.00	.00	500	.0
10-60-6207	CHEM/PESTICIDES/HERBICIDES	52.88	.00	.00	.00	150	.0
10-60-7007	EQUIPMENT PURCHASE	4,813.00	5,009.13	.00	.00	632	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	TOTAL PARKS EXPENDITURES	120,570.61	199,919.21	24,645.04	201,598.90	218,989	92.1
	CEMETERY EXPENDITURES						
10-70-7100	CEMETERY MAINTENANCE	56.99	1,047.00	.00	1,501.50	5,000	30.0
	TOTAL CEMETERY EXPENDITURES	56.99	1,047.00	.00	1,501.50	5,000	30.0
	TRANSFERS						
10-75-8271	TRANSFER TO POLICE PENSION	4,125.00	.00	.00	.00	0	.0
	TOTAL TRANSFERS	4,125.00	.00	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	3,029,800.49	3,316,423.36	266,454.10	4,269,608.12	4,232,605	100.9
	NET REVENUE OVER EXPENDITURES	326,579.72	76,675.79-	3,951.65	(518,178.25)	311,762-	(166.2)

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

HANSEN'S CEMETERY TRUST FUND

	ASSETS			
15-00-1000	CASH - COMBINED FUND		10,080.64	
	TOTAL ASSETS			10,080.64
	LIABILITIES AND EQUITY			
	FUND EQUITY			
15-00-2600	FUND BALANCE		9,726.03	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	354.61		
	BALANCE - CURRENT DATE		354.61	
	TOTAL FUND EQUITY			10,080.64
	TOTAL LIABILITIES AND EQUITY			10,080.64

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
15-00-3601	INTEREST EARNED	56.13	214.62	28.44	354.61	175	202.6
	TOTAL MISCELLANEOUS	56.13	214.62	28.44	354.61	175	202.6
	TOTAL FUND REVENUE	56.13	214.62	28.44	354.61	175	202.6
	NET REVENUE OVER EXPENDITURES	56.13	214.62	28.44	354.61	175	202.6

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

RAMP FUND (COLORADO BLVD)

	ASSETS			
20-00-1000	CASH - COMBINED FUND		674,518.75	
	TOTAL ASSETS			674,518.75
	LIABILITIES AND EQUITY			
	FUND EQUITY			
20-00-2600	FUND BALANCE		647,610.43	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	26,908.32		
	BALANCE - CURRENT DATE		26,908.32	
	TOTAL FUND EQUITY			674,518.75
	TOTAL LIABILITIES AND EQUITY			674,518.75

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

RAMP FUND (COLORADO BLVD)

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
20-00-3601	INTEREST EARNED	7,013.38	25,318.74	2,808.86	34,583.32	23,000	150.4
	TOTAL MISCELLANEOUS	7,013.38	25,318.74	2,808.86	34,583.32	23,000	150.4
	TOTAL FUND REVENUE	7,013.38	25,318.74	2,808.86	34,583.32	23,000	150.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

RAMP FUND (COLORADO BLVD)

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-6016	ASPHALT, CURB & GUTTER	22,126.00	.00	.00	7,675.00	100,000	7.7
20-00-6024	INFRASTRUCTURE	13,148.00	76,744.20	.00	.00	0	.0
	TOTAL DEPARTMENT 00	35,274.00	76,744.20	.00	7,675.00	100,000	7.7
	TOTAL FUND EXPENDITURES	35,274.00	76,744.20	.00	7,675.00	100,000	7.7
	NET REVENUE OVER EXPENDITURES	28,260.62-	51,425.46-	2,808.86	26,908.32	77,000-	35.0

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

IMPROVEMENT FUND

	ASSETS			
21-00-1000	CASH - COMBINED FUND		807,083.11	
21-00-1120	CASH W/COUNTY TREASURER		3,471.28	
21-00-1165	OTHER RECEIVABLES		250,809.04	
21-00-1277	2019 ADV DUE FR WWF		443,390.40	
	TOTAL ASSETS			1,504,753.83
	LIABILITIES AND EQUITY			
	LIABILITIES			
21-00-2020	ACCOUNTS PAYABLE		173,285.60	
	TOTAL LIABILITIES			173,285.60
	FUND EQUITY			
21-00-2600	FUND BALANCE		3,165,011.07	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(1,833,542.84)		
	BALANCE - CURRENT DATE		(1,833,542.84)	
	TOTAL FUND EQUITY			1,331,468.23
	TOTAL LIABILITIES AND EQUITY			1,504,753.83

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

IMPROVEMENT FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	TAXES						
21-00-3130	SALES TAX (1/4)	870,298.35	886,571.18	86,588.00	877,205.96	1,025,000	85.6
21-00-3135	BUILDING USE TAX (1/3)	17,700.15	5,537.69	96.25	259,809.67	8,000	3247.6
21-00-3136	MOTOR VEHICLE USE TAX	41,913.51	36,268.98	1,579.03	41,204.79	40,000	103.0
	TOTAL TAXES	929,912.01	928,377.85	88,263.28	1,178,220.42	1,073,000	109.8
	MISCELLANEOUS						
21-00-3601	INTEREST EARNED	13,882.63	49,103.26	2,269.09	13,218.86	50,000	26.4
21-00-3604	DONATIONS	.00	25,000.00	.00	375,100.00	525,000	71.5
21-00-3695	SALE OF EQUIPMENT	.00	.00	2,000.00	8,526.00	0	.0
	TOTAL MISCELLANEOUS	13,882.63	74,103.26	4,269.09	396,844.86	575,000	69.0
	SOURCE 37						
21-00-3750	STATE GRANTS–COLO HISTORY	990.00	13,496.00	.00	.00	13,496	.0
21-00-3760	FOUNDATION GRANTS	.00	125,000.00	.00	125,000.00	0	.0
21-00-3769	AFFODABLE HSG GRANT–IHOP–FED	.00	.00	.00	59,159.36	0	.0
21-00-3770	COLO PARKS & WILDLIFE GRANT	249,487.00	.00	.00	.00	0	.0
21-00-3771	GOCO GRANT	.00	.00	.00	.00	250,000	.0
21-00-3772	DOLA GRANT–EIAF 9387–FED'L	.00	.00	.00	.00	600,000	.0
21-00-3773	DOLA GRANT–EIAF 9457–STATE	.00	.00	.00	463,707.20	0	.0
	TOTAL SOURCE 37	250,477.00	138,496.00	.00	647,866.56	863,496	75.0
	INTERFUND TRANSFERS						
21-00-3922	TRANSFER FROM CTF	.00	.00	.00	.00	90,000	.0
	TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	90,000	.0
	TOTAL FUND REVENUE	1,194,271.64	1,140,977.11	92,532.37	2,222,931.84	2,601,496	85.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

IMPROVEMENT FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	IMPROVEMENT FUND EXPENDITURES						
21-00-5103	ENGINEERING--AFFORDABLE HSG	.00	122,874.33	.00	105,235.10	40,000	263.1
21-00-6012	POLICE VEHICLE PURCHASE	52,617.00	2,722.00	.00	101,640.00	0	.0
21-00-6013	CITY HALL FURNISHING/EQUIPMENT	.00	.00	.00	219.90	10,000	2.2
21-00-6016	DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	23,005.00	50,000	46.0
21-00-6017	OTHER STREET PROJECTS	50,000.00	.00	.00	.00	50,000	.0
21-00-6024	PARK IMPROVEMENTS	558,649.34	345,926.83	43,029.47	592,613.47	912,500	64.9
21-00-6025	PW VEHICLE PURCHASE	.00	50,870.00	.00	43,464.00	55,000	79.0
21-00-6026	PD EQUIPMENT	16,921.61	32,692.64	600.56	63,298.78	12,000	527.5
21-00-6027	IT EQUIPMENT	7,138.00	.00	.00	.00	0	.0
21-00-6028	STREETSCAPE/MALL IMPROVEMENTS	6,275.00	.00	29,731.28	68,056.56	200,000	34.0
21-00-6029	PW TOOLS/SMALL EQUIPMENT	140.30	.00	.00	.00	0	.0
21-00-6031	COMMUNITY PROMOTION	.00	.00	.00	.00	28,000	.0
21-00-6032	MASTER PLAN--SPORTS COMPLEX	.00	.00	1,800.50	45,245.56	100,000	45.3
21-00-7041	MUSEUM BUILDING IMPROVEMENT	18,946.16	1,200.00	.00	26,489.00	10,000	264.9
21-00-7042	LIBRARY BUILDING IMPROVEMENT	3,188.75	421,654.17	.00	1,677.31	10,000	16.8
21-00-7043	LAND ACQUISITION	130,000.00	649,766.57	.00	375,000.00	750,000	50.0
21-00-7044	PW FACILITY PROJECT	55,175.74	1,168,452.54	(13,453.69)	1,781,853.90	1,700,000	104.8
21-00-7045	POLICE STATION IMPROVEMENTS	10,405.00	2,500.00	8,917.00	122,899.47	400,000	30.7
21-00-7046	DOWNTOWN PARKING IMPROVEMENTS	77,769.77	.00	.00	2,829.43	0	.0
21-00-8210	TRANSFER TO GENERAL FUND	.00	18,750.00	.00	.00	12,500	.0
21-00-8253	TRANSFER TO SWU FUND	18,750.00	.00	.00	.00	12,500	.0
	TOTAL IMPROVEMENT FUND EXPENDITURE	1,005,976.67	2,817,409.08	70,625.12	3,353,527.48	4,352,500	77.1
	HSF PROJECTS						
21-61-7040	CITY HALL IMPROVEMENTS	.00	28,844.92	94,339.66	495,602.85	550,000	90.1
21-61-7042	SITES & FACILITIES IMPROVEMENT	103,483.55	41,797.43	9,840.40	207,344.35	150,000	138.2
	TOTAL HSF PROJECTS	103,483.55	70,642.35	104,180.06	702,947.20	700,000	100.4
	TOTAL FUND EXPENDITURES	1,109,460.22	2,888,051.43	174,805.18	4,056,474.68	5,052,500	80.3
	NET REVENUE OVER EXPENDITURES	84,811.42	1,747,074.32-	(82,272.81)	(1,833,542.84)	2,451,004-	(74.8)

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

CONSERVATION TRUST FD LOTTERY

	ASSETS			
22-00-1000	CASH - COMBINED FUND		120,764.57	
	TOTAL ASSETS			120,764.57
	LIABILITIES AND EQUITY			
	FUND EQUITY			
22-00-2600	FUND BALANCE		108,849.87	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	11,914.70		
	BALANCE - CURRENT DATE		11,914.70	
	TOTAL FUND EQUITY			120,764.57
	TOTAL LIABILITIES AND EQUITY			120,764.57

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	INTERGOVERNMENTAL						
22-00-3358	CONSERVATION TRUST FUNDS	8,486.10	8,890.35	.00	8,100.60	12,000	67.5
	TOTAL INTERGOVERNMENTAL	8,486.10	8,890.35	.00	8,100.60	12,000	67.5
	MISCELLANEOUS						
22-00-3601	INTEREST EARNED	528.68	2,229.05	340.72	3,814.10	1,000	381.4
	TOTAL MISCELLANEOUS	528.68	2,229.05	340.72	3,814.10	1,000	381.4
	TOTAL FUND REVENUE	9,014.78	11,119.40	340.72	11,914.70	13,000	91.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CONSERVATION FUND EXPENDITURES						
22-00-8240	PROJECTS	.00	.00	.00	.00	90,000	.0
	TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	90,000	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	90,000	.0
	NET REVENUE OVER EXPENDITURES	9,014.78	11,119.40	340.72	11,914.70	77,000-	15.5

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

1% STREET SALES TAX

	ASSETS			
23-00-1000	CASH - COMBINED FUND		1,019,262.47	
23-00-1165	OTHER RECEIVABLES		136,129.34	
	TOTAL ASSETS			1,155,391.81
	LIABILITIES AND EQUITY			
	FUND EQUITY			
23-00-2600	FUND BALANCE		1,492,186.92	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(336,795.11)		
	BALANCE - CURRENT DATE		(336,795.11)	
	TOTAL FUND EQUITY			1,155,391.81
	TOTAL LIABILITIES AND EQUITY			1,155,391.81

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

1% STREET SALES TAX

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	SOURCE 31						
23-00-3133	SALES TAX (1/4) STREETS CIP	870,298.34	886,571.18	86,588.00	877,205.93	1,025,000	85.6
23-00-3136	INTEREST	4,417.90	.00	.00	.00	0	.0
	TOTAL SOURCE 31	874,716.24	886,571.18	86,588.00	877,205.93	1,025,000	85.6
	SOURCE 36						
23-00-3601	INTEREST EARNED	11,154.32	40,032.58	2,875.69	49,261.21	40,000	123.2
	TOTAL SOURCE 36	11,154.32	40,032.58	2,875.69	49,261.21	40,000	123.2
	TOTAL FUND REVENUE	885,870.56	926,603.76	89,463.69	926,467.14	1,065,000	87.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

1% STREET SALES TAX

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101	LEGAL AND PROFESSIONAL	250.00	250.00	.00	.00	250	.0
23-00-5103	ENGINEERING	115,870.41	382,456.92	.00	460,885.75	200,000	230.4
23-00-6016	ASPHALT, CURB & GUTTER	156,122.68	88,200.00	.00	158,464.00	1,500,000	10.6
23-00-8114	NOTES PAYABLE BONDS - PRIN	.00	240,000.00	.00	250,000.00	240,000	104.2
23-00-8115	NOTES PAYABLE BONDS-INT	206,156.25	403,512.50	.00	393,912.50	403,513	97.6
	TOTAL DEPARTMENT 00	478,399.34	1,114,419.42	.00	1,263,262.25	2,343,763	53.9
	TOTAL FUND EXPENDITURES	478,399.34	1,114,419.42	.00	1,263,262.25	2,343,763	53.9
	NET REVENUE OVER EXPENDITURES	407,471.22	187,815.66-	89,463.69	(336,795.11)	1,278,763-	(26.3)

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

WATER FUND

	ASSETS			
51-00-1000	CASH - COMBINED FUND		1,852,754.58	
51-00-1150	A/R--BILLED ACCOUNTS		31,616.50	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE		205,941.85	
51-00-1165	OTHER RECEIVABLES		68,064.67	
51-00-1300	LEASE ASSET - SCADA		190,355.95	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE		(70,292.45)	
51-00-1350	CONSTRUCTION IN PROGRESS		267,246.81	
51-00-1610	LAND		13,231.00	
51-00-1620	WATER RIGHTS		10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS		13,555,821.11	
51-00-1631	ACCUMULATED DEPRECIATION		(9,519,423.45)	
51-00-1640	MACHINERY & EQUIPMENT		447,062.36	
51-00-1641	ACCUMULATED DEPRECIATION		(19,287.00)	
	TOTAL ASSETS			7,033,531.93
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-00-2010	ACCR'D COMP'D ABS--LT		19,818.34	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION		2,202.04	
51-00-2020	ACCOUNTS PAYABLE		618,149.13	
51-00-2130	UNEARNED REVENUE - ARPA		448,910.66	
51-00-2143	LEASE LIABILITY		121,133.22	
51-00-2251	2004 CWCB NOTE PAYABLE--LT		484,890.77	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA		20,247.87	
51-00-2255	2004 CWCB NOTE PAYABLE--CURR		49,576.09	
	TOTAL LIABILITIES			1,764,928.12
	FUND EQUITY			
51-00-2600	FUND BALANCE		4,501,857.00	
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	(1,659,226.93)		
	BALANCE - CURRENT DATE		33,075.81	
	TOTAL FUND EQUITY			5,268,603.81
	TOTAL LIABILITIES AND EQUITY			7,033,531.93

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CARRY OVER						
51-00-3130	SALES TAX	.00	429,002.22	43,294.00	438,602.93	511,875	85.7
	TOTAL CARRY OVER	.00	429,002.22	43,294.00	438,602.93	511,875	85.7
	CHARGES FOR SERVICES						
51-00-3411	USAGE FEES	994,193.87	1,091,902.37	433.04	1,067,340.65	1,350,122	79.1
51-00-3415	LATE CHARGES	11,471.82	7,795.88	(242.45)	12,760.37	10,000	127.6
51-00-3421	SERVICE CHARGE	.00	100.00	.00	.00	200	.0
51-00-3422	TAP FEES	6,845.00	22,588.50	.00	6,845.00	100,000	6.9
	TOTAL CHARGES FOR SERVICES	1,012,510.69	1,122,386.75	190.59	1,086,946.02	1,460,322	74.4
	FINES/LEASES						
51-00-3500	WATER LEASE	15,553.10	62,672.15	.00	40,112.39	65,000	61.7
	TOTAL FINES/LEASES	15,553.10	62,672.15	.00	40,112.39	65,000	61.7
	MISCELLANEOUS						
51-00-3601	INTEREST EARNED	9,364.11	46,577.16	5,227.13	78,492.62	40,000	196.2
51-00-3606	HAULED	41,775.74	46,199.26	3,837.52	52,149.87	70,000	74.5
51-00-3699	OTHER INCOME	340.00	900.00	.00	500.00	1,000	50.0
	TOTAL MISCELLANEOUS	51,479.85	93,676.42	9,064.65	131,142.49	111,000	118.2
	GRANTS						
51-00-3720	MISCELLANEOUS REVENUE	382.18	.00	.00	.00	0	.0
	TOTAL GRANTS	382.18	.00	.00	.00	0	.0
	SOURCE 38						
51-00-3890	DOLA GRANT	.00	.00	.00	.00	2,075,000	.0
51-00-3891	CWCB GRANT	.00	.00	.00	150,175.90	440,000	34.1
	TOTAL SOURCE 38	.00	.00	.00	150,175.90	2,515,000	6.0
	TOTAL FUND REVENUE	1,079,925.82	1,707,737.54	52,549.24	1,846,979.73	4,663,197	39.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	OPERATIONAL EXPENDITURES						
51-00-4102	SALARIES	.00	27,028.59	3,964.00	45,586.00	84,703	53.8
51-00-4103	HOURLY	90,286.16	87,345.11	6,738.22	80,139.66	103,464	77.5
51-00-4104	OVERTIME	514.60	4,965.20	209.63	4,672.25	8,000	58.4
51-00-4105	HOLIDAY	.00	486.40	91.60	732.80	1,000	73.3
51-00-4201	FICA	5,256.73	6,929.18	636.84	7,622.82	8,085	94.3
51-00-4202	MEDICARE	1,229.46	1,620.57	148.95	1,782.96	2,086	85.5
51-00-4203	HEALTH INS.	21,863.81	33,454.86	2,782.81	31,653.47	33,377	94.8
51-00-4204	LIFE INS.	127.38	160.14	14.00	156.64	202	77.5
51-00-4205	DEFERRED COMP	3,192.16	3,989.11	951.15	9,398.71	8,000	117.5
51-00-4206	UNEMPLOYMENT	181.75	239.78	22.04	262.55	309	85.0
51-00-4207	DISABILITY INSURANCE	460.44	964.37	108.47	1,240.19	1,276	97.2
51-00-4209	DENTAL INSURANCE	1,285.47	1,589.60	95.20	1,241.40	1,988	62.4
51-00-5000	PLANT OPERATIONS CONTRACTUAL	25,104.64	16,517.60	.00	7,468.44	15,000	49.8
51-00-5101	LEGAL	5,222.67	3,359.12	.00	1,167.79	5,000	23.4
51-00-5102	AUDIT	2,600.00	3,562.50	.00	2,825.00	5,000	56.5
51-00-5103	DESIGN/ENGINEERING	2,254.00	6,253.00	.00	762.00	20,000	3.8
51-00-5104	FINANCIAL SERVICES	.00	9,170.32	893.00	22,116.72	14,000	158.0
51-00-5108	OTHER PROFESSIONAL FEES	22,917.75	23,605.03	880.30	18,716.87	40,000	46.8
51-00-5109	PROCESS CONTROL EQUIPMENT	1,472.75	2,097.65	1,825.00	3,363.36	3,500	96.1
51-00-5201	LAB TESTS	3,890.60	6,989.00	589.51	5,481.01	6,000	91.4
51-00-5202	TRASH DISPOSAL	884.23	1,161.62	237.84	2,296.02	1,000	229.6
51-00-5204	REPAIR/MAINT-PLANT	2,350.24	2,270.40	768.33	5,326.11	5,400	98.6
51-00-5205	REPAIR/MAINT-DISTRIBUTION	70.88	.00	.00	.00	0	.0
51-00-5207	REPAIR/MAINT.-SERVICES	1,683.58	3,739.42	.00	5,385.64	6,000	89.8
51-00-5208	REPAIR/MAINT. - INSTRUMENTS	255.00	400.99	.00	2,312.67	2,000	115.6
51-00-5209	INSTRUMENT CALIBRATION	.00	17,189.83	.00	16,830.00	18,000	93.5
51-00-5212	TRAINING	282.00	328.99	.00	2,978.98	2,000	149.0
51-00-5213	MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215	EMPLOYEE INCENTIVE	100.00	645.00	15.00	160.00	700	22.9
51-00-5300	CIRSA W/C INSURANCE	2,909.92	3,348.24	.00	3,068.69	4,000	76.7
51-00-5301	CIRSA P/C INSURANCE	8,777.13	14,032.16	.00	21,771.19	18,000	121.0
51-00-5302	DISCHARGE PERMITS/LICENSES	1,446.00	866.00	.00	1,818.18	2,000	90.9
51-00-5303	TELEPHONE	786.02	1,786.77	288.90	2,240.82	1,000	224.1
51-00-5304	DUES & PUBLICATIONS	660.00	500.00	.00	862.00	1,000	86.2
51-00-5305	TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309	CONTRACT OFFICE EQUIPMENT	14,580.00	47,670.00	8,238.00	90,618.00	99,000	91.5
51-00-5310	POSTAGE	1,149.99	1,663.16	786.87	2,416.26	1,500	161.1
51-00-5312	LEGAL PUBLICATIONS	.00	.00	.00	.00	1,000	.0
51-00-5313	ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314	INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316	RECORDING DOCUMENTS	.00	.00	.00	.00	200	.0
51-00-5325	PRINTING	25.27	928.61	1,682.77	3,427.67	250	1371.1
51-00-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335	CELL/INTERNET SERVICE	7,413.56	6,700.73	394.84	5,232.04	8,000	65.4
51-00-6001	ELECTRICITY & GAS	61,213.60	78,759.94	580.76	66,111.42	92,000	71.9
51-00-6004	MATERIALS/SUPPLIES/PLANT	1,749.25	659.04	332.88	895.00	2,000	44.8
51-00-6007	MATERIALS/SUPPLIES/EQUIP	26.15	3,275.56	904.92	920.92	2,500	36.8
51-00-6010	MATERIALS/SUPPLIES/OFFICE	648.14	.00	82.64	688.85	700	98.4
51-00-6012	GAS/OIL-EQUIPMENT	.00	108.55	.00	723.00	600	120.5
51-00-6022	SAFETY ITEMS	551.02	453.26	95.00	953.39	500	190.7
51-00-6025	TOOLS	83.96	72.95	.00	34.96	500	7.0
51-00-6040	OCCUPATIONAL EQUIP/SAFETY	146.41	287.55	.00	139.84	500	28.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6150	FLEET REPAIR & MAINTENANCE	125.87	950.37	.00	1,280.99	4,000	32.0
51-00-6191	FLEET FUEL	3,350.81	2,639.17	155.48	1,919.78	4,000	48.0
51-00-6192	FLEET TIRES	.00	1,999.00	.00	406.00	1,500	27.1
51-00-6201	CHEMICALS-CHLORINE	14,219.75	19,105.08	.00	16,266.08	17,000	95.7
51-00-6207	CHEMICALS/LAB	2,703.93	666.80	.00	601.28	2,000	30.1
51-00-6210	CHEMICALS-MISC.	7,262.62	9,519.97	.00	5,586.23	0	.0
51-00-6215	CHEMICALS - CITRIC ACID	2,730.75	.00	.00	.00	2,500	.0
51-00-6216	CHEMICALS-SODIUM HYDROXIDE	.00	.00	.00	1,851.60	4,500	41.2
51-00-6500	MISCELLANEOUS EXPENSES	.00	152.46	.00	.00	0	.0
51-00-7010	OFFICE EQUIP/COMPUTERS	.00	.00	.00	2,475.00	1,000	247.5
51-00-7011	COMPUTER SOFTWARE	46.88	.00	.00	54.03	0	.0
	TOTAL OPERATIONAL EXPENDITURES	326,093.33	462,208.75	34,514.95	514,043.28	670,240	76.7
	DISTRIBUTION EXPENDITURES						
51-15-4102	SALARIES	23,760.80	28,031.49	3,016.80	34,693.20	26,148	132.7
51-15-4103	HOURLY	48,362.49	46,180.82	3,415.82	37,860.71	79,688	47.5
51-15-4104	OVERTIME	488.82	3,505.44	78.36	3,134.78	4,500	69.7
51-15-4201	FICA	4,374.55	4,688.26	391.37	4,557.20	5,607	81.3
51-15-4202	MEDICARE	1,023.28	1,096.47	91.52	1,065.84	1,513	70.5
51-15-4203	HEALTH INS.	7,701.09	7,830.25	749.30	8,242.32	8,963	92.0
51-15-4204	LIFE INS.	94.67	80.89	7.36	86.29	102	84.6
51-15-4205	DEFERRED COMP	1,433.71	357.13	516.76	5,895.49	4,000	147.4
51-15-4206	UNEMPLOYMENT	145.46	147.17	12.85	149.16	197	75.7
51-15-4207	DISABILITY INSURANCE	401.58	501.65	63.35	715.00	642	111.4
51-15-4209	DENTAL INSURANCE	357.80	308.34	28.10	309.10	392	78.9
51-15-5111	MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205	REPAIR/MAINT-DISTRIBUTION	3,534.50	1,830.05	.00	1,816.42	5,000	36.3
51-15-5206	REPAIR/MAINT HYDRANTS	.00	19.41	.00	387.69	3,000	12.9
51-15-5212	TRAINING	519.00	.00	.00	.00	350	.0
51-15-5309	CONTRACT EQUIPMENT	.00	8,391.95	.00	.00	0	.0
51-15-6003	MATERIALS/SUPPLIES/RESERVOIR	200.14	508.02	.00	420.00	1,000	42.0
51-15-6005	MATERIALS/SUPPLIES/DISTRIB.	241.00	7,437.48	314.63	3,223.76	6,000	53.7
51-15-6006	MATERIALS/SUPPLIES/HYDRANT	.00	338.88	.00	.00	5,000	.0
51-15-6022	SAFETY ITEMS	254.79	164.98	.00	239.98	1,000	24.0
51-15-6025	TOOLS	55.43	509.62	.00	.00	1,000	.0
51-15-7006	METERS/ANTENNA READ BOX	7,808.01	66,752.96	.00	37,160.28	0	.0
	TOTAL DISTRIBUTION EXPENDITURES	100,757.12	178,681.26	8,686.22	139,957.22	155,602	90.0
	DEPARTMENT 72						
51-72-7310	WTP UPGRADES	.00	123,924.38	44,398.79	897,729.12	890,000	100.9
51-72-7320	WATER DISTRIBUTION PROJECTS	3,514.62	179,120.86	575,023.10	1,877,903.79	3,950,000	47.5
	TOTAL DEPARTMENT 72	3,514.62	303,045.24	619,421.89	2,775,632.91	4,840,000	57.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	DEBT SERVICE						
51-79-5108	BANK FEES	.00	105.00	.00	.00	0	.0
51-79-8140	2004 CWCB NOTE–PRINCIPAL	44,868.87	47,164.00	.00	49,576.09	47,164	105.1
51-79-8141	2004 CWCB NOTE–INTEREST	31,704.38	29,409.25	.00	26,997.16	29,409	91.8
51-79-8144	2002 CWRPDA LOAN–PRINCIPAL	154,151.31	.00	.00	.00	0	.0
51-79-8145	2002 CWRPDA LOAN–INTEREST	3,677.66-	.00	.00	.00	0	.0
	TOTAL DEBT SERVICE	227,046.90	76,678.25	.00	76,573.25	76,573	100.0
	TOTAL FUND EXPENDITURES	657,411.97	1,020,613.50	662,623.06	3,506,206.66	5,742,415	61.1
	NET REVENUE OVER EXPENDITURES	422,513.85	687,124.04	(610,073.82)	(1,659,226.93)	1,079,218-	(153.7)

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

WASTEWATER FUND

	ASSETS			
52-00-1000	CASH - COMBINED FUND		703,269.48	
52-00-1125	CASH W/ FISCAL AGT--CWRPDA '19		10,000.00	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE		149,893.12	
52-00-1165	OTHER RECEIVABLES		68,064.67	
52-00-1300	LEASE ASSET - SCADA		42,245.41	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE		(18,775.74)	
52-00-1610	LAND VALUE		616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS		20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION		(7,586,424.66)	
52-00-1640	MACHINERY & EQUIPMENT		388,884.00	
	TOTAL ASSETS			14,397,553.10
	LIABILITIES AND EQUITY			
	LIABILITIES			
52-00-2010	ACCR'D COMP'D ABS-LT		20,069.30	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION		2,229.92	
52-00-2020	ACCOUNTS PAYABLE		14,858.10	
52-00-2143	LEASE LIABILITY		23,820.80	
52-00-2276	2019 STX IMPVT ADV--LT PORTION		443,390.40	
52-00-2530	2019 CWRPDA LOAN		2,563,818.15	
52-00-2531	2019 CWRPDA LOAN--CURR PORTION		96,044.33	
52-00-2532	2019 CWRPDA ACCR'D INT PAY		2,216.55	
52-00-2550	2020 CWRPDA LOAN--LT		2,707,705.09	
52-00-2551	2020 CWRPDA LOAN--CURR PORTION		95,327.59	
52-00-2552	2020 CWRPDA ACCR'D INT PAY		2,335.86	
	TOTAL LIABILITIES			5,971,816.09
	FUND EQUITY			
52-00-2600	FUND BALANCE		6,477,112.67	
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	548,445.04		
	BALANCE - CURRENT DATE		1,358,703.34	
	TOTAL FUND EQUITY			8,425,737.01
	TOTAL LIABILITIES AND EQUITY			14,397,553.10

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CARRY OVER						
52-00-3130	SALES TAXES	.00	429,002.21	43,293.99	438,602.91	511,875	85.7
	TOTAL CARRY OVER	.00	429,002.21	43,293.99	438,602.91	511,875	85.7
	CHARGES FOR SERVICES						
52-00-3411	USER FEES	961,113.36	1,085,306.97	303.39	989,093.75	1,328,450	74.5
52-00-3415	LATE CHARGES	9,224.53	6,925.79	(170.44)	10,230.03	11,000	93.0
52-00-3421	SERVICE	2,905.73-	.00	.00	.00	0	.0
52-00-3422	TAP FEES	12,053.00	.00	.00	13,372.00	20,000	66.9
	TOTAL CHARGES FOR SERVICES	979,485.16	1,092,232.76	132.95	1,012,695.78	1,359,450	74.5
	MISCELLANEOUS						
52-00-3601	INTEREST EARNED	8,591.98	37,425.12	1,992.12	56,497.93	30,000	188.3
52-00-3699	OTHER INCOME	9,029.45	4,100.00	500.00	5,300.00	5,000	106.0
	TOTAL MISCELLANEOUS	17,621.43	41,525.12	2,492.12	61,797.93	35,000	176.6
	SOURCE 37						
52-00-3720	CDPHE GRANTS	25,000.00	.00	.00	.00	0	.0
	TOTAL SOURCE 37	25,000.00	.00	.00	.00	0	.0
	SOURCE 38						
52-00-3890	DOLA GRANT	88,128.20	.00	.00	.00	875,000	.0
	TOTAL SOURCE 38	88,128.20	.00	.00	.00	875,000	.0
	TOTAL FUND REVENUE	1,110,234.79	1,562,760.09	45,919.06	1,513,096.62	2,781,325	54.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	OPERATIONAL EXPENDITURES						
52-00-4102	SALARIES	.00	27,028.56	3,964.00	45,586.00	84,703	53.8
52-00-4103	HOURLY	90,285.86	87,344.86	6,738.18	80,139.31	103,464	77.5
52-00-4104	OVERTIME	514.60	4,965.08	209.62	4,672.10	6,500	71.9
52-00-4105	HOLIDAY	.00	486.40	91.60	732.80	700	104.7
52-00-4201	FICA	5,256.32	6,928.84	636.80	7,622.36	8,916	85.5
52-00-4202	MEDICARE	1,229.20	1,620.23	148.91	1,782.36	2,083	85.6
52-00-4203	HEALTH INSURANCE	21,863.75	30,254.74	2,782.79	31,653.34	33,377	94.8
52-00-4204	LIFE INS.	127.31	160.11	14.00	156.61	202	77.5
52-00-4205	DEFERRED COMP	3,192.02	3,988.97	951.14	9,398.56	6,000	156.6
52-00-4206	UNEMPLOYMENT	181.29	239.58	21.98	261.91	309	84.8
52-00-4207	DISABILITY INSURANCE	460.28	964.15	108.45	1,239.95	1,276	97.2
52-00-4209	DENTAL INSURANCE	1,285.48	1,589.60	95.20	1,241.40	1,988	62.4
52-00-5000	PLANT OPERATIONS CONTRACTUAL	30,109.85	21,946.31	73.00	9,453.03	40,000	23.6
52-00-5101	LEGAL	.00	.00	.00	.00	2,500	.0
52-00-5102	AUDIT	2,600.00	3,562.50	.00	2,825.00	5,000	56.5
52-00-5103	DESIGN/ENGINEERING	3,282.00	.00	.00	306.00	5,000	6.1
52-00-5104	FINANCIAL SERVICES	.00	20,442.80	.00	12,122.71	20,000	60.6
52-00-5108	OTHER PROFESSIONAL FEES	13,511.93	13,410.83	880.31	24,742.89	25,000	99.0
52-00-5109	PROCESS CONTROL EQUIPMENT	162.51	3,287.82	.00	1,061.93	5,000	21.2
52-00-5201	LAB TESTS	12,728.00	14,659.24	157.50	7,373.11	13,000	56.7
52-00-5202	DISPOSAL-TRASH	4,567.50	4,987.50	.00	4,983.00	5,800	85.9
52-00-5204	REPAIR/MAINT.-PLANT	2,765.58	7,440.70	.00	2,127.92	40,000	5.3
52-00-5206	CH. CREEK SAN DIST MAINT FEE	1,675.00	1,863.00	500.00	5,171.00	2,000	258.6
52-00-5207	REPAIR/MAINT-SERVICES	3,462.58	7,692.36	.00	3,340.22	8,000	41.8
52-00-5208	REPAIR MAINT - INSTRUMENTS	48.30	449.04	65.19	3,877.59	1,500	258.5
52-00-5209	INSTRUMENT CALIBRATION	.00	22,554.80	.00	21,849.25	25,000	87.4
52-00-5212	TRAINING	1,012.55	1,518.48	.00	2,345.00	2,000	117.3
52-00-5213	MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215	EMPLOYEE INCENTIVE	200.00	570.00	.00	140.00	0	.0
52-00-5250	SLUDGE REMOVAL	22,919.52	36,843.77	2,723.00	39,548.50	33,000	119.8
52-00-5300	CIRSA W/C INSURANCE	2,909.92	3,348.24	.00	4,964.07	4,000	124.1
52-00-5301	CIRSA P/C INSURANCE	8,777.15	14,032.17	.00	21,771.18	16,000	136.1
52-00-5302	DISCHARGE PERMITS/LICENSES	4,630.00	335.00	.00	10,000.80	2,500	400.0
52-00-5303	TELEPHONE	786.03	1,003.44	204.81	1,399.44	1,000	139.9
52-00-5305	TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309	CONTRACT OFFICE EQUIPMENT	16,200.00	14,580.00	1,620.00	17,820.00	20,000	89.1
52-00-5310	POSTAGE & SHIPPING	1,616.92	1,310.19	259.28	1,888.68	1,000	188.9
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	25.28	1,096.59	.00	785.68	500	157.1
52-00-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335	CELL/INTERNET SERVICE	30,762.27	28,331.20	2,521.53	28,618.98	34,000	84.2
52-00-5390	UCCWA	1,313.09	2,062.00	.00	2,062.00	2,062	100.0
52-00-6001	UTILITIES	148,708.90	174,152.34	15,393.40	173,640.63	200,000	86.8
52-00-6004	MATERIALS/SUPPLIES/PLANT	2,870.40	2,432.32	332.87	3,036.10	4,200	72.3
52-00-6007	MATERIALS/SUPPLIES/EQUIP	588.17	1,142.52	.00	.00	3,000	.0
52-00-6010	MATERIALS/SUPPLIES/OFFICE	832.61	1,085.82	93.14	333.22	2,000	16.7
52-00-6012	GAS/OIL-EQUIPMENT	1,850.01	130.56	.00	1,607.66	3,000	53.6
52-00-6022	SAFETY ITEMS	798.83	62.28	94.99	945.37	800	118.2
52-00-6025	TOOLS	135.24	13.99	.00	232.30	800	29.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6030	UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040	OCCUPATIONAL EQUIP/SAFETY	24.98	374.65	78.08	78.08	500	15.6
52-00-6150	FLEET MAINT	64.20	810.98	.00	1,039.93	2,000	52.0
52-00-6191	FLEET FUEL	3,602.33	2,639.16	155.48	1,919.81	4,000	48.0
52-00-6192	FLEET TIRES	.00	645.43	.00	406.00	1,500	27.1
52-00-6193	FLEET SUPPLIES	26.04	51.34	.00	5.99	250	2.4
52-00-6201	CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205	CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	300	.0
52-00-6207	CHEMICALS/LAB	14,368.19	12,184.42	66.80	3,947.85	19,000	20.8
52-00-6210	CHEMICALS-MISC.	17,884.11	9,889.97	445.36	13,735.05	20,000	68.7
52-00-7010	OFFICE EQUIP/COMPUTER	.00	.00	.00	2,475.00	1,000	247.5
52-00-7011	COMPUTER SOFTWARE	46.87	.00	.00	47.98	0	.0
	TOTAL OPERATIONAL EXPENDITURES	482,262.97	598,514.88	41,427.41	618,515.65	829,630	74.6
	COLLECTIONS EXPENDITURES						
52-16-4102	SALARIES	23,760.80	28,031.49	3,016.80	34,693.20	26,148	132.7
52-16-4103	HOURLY	48,361.33	46,180.69	3,415.82	37,860.65	79,688	47.5
52-16-4104	OVERTIME	488.82	3,505.35	78.36	3,134.71	5,000	62.7
52-16-4201	FICA	4,374.06	4,687.91	391.32	4,556.81	5,606	81.3
52-16-4202	MEDICARE	1,022.88	1,096.38	91.52	1,065.80	1,513	70.4
52-16-4203	HEALTH INSURANCE	7,700.89	7,830.19	749.30	8,242.29	8,963	92.0
52-16-4204	LIFE INS.	94.34	80.68	7.34	85.91	102	84.2
52-16-4205	DEFERRED COMP	1,433.61	357.14	516.73	5,895.27	3,175	185.7
52-16-4206	UNEMPLOYMENT	145.00	147.04	12.82	148.75	197	75.5
52-16-4207	DISABILITY INSURANCE	401.49	501.52	63.33	714.77	642	111.3
52-16-4209	DENTAL INSURANCE	357.81	308.34	28.10	309.10	392	78.9
52-16-5205	REPAIR/MAINT.-COLLECTION	.00	17.95	.00	449.00	2,500	18.0
52-16-5212	TRAINING	351.00	.00	.00	.00	500	.0
52-16-6005	MATERIALS/SUPPLIES/COLLECTION	1,576.15	2,509.61	.00	2,763.28	5,000	55.3
52-16-6022	SAFETY ITEMS	217.57	119.99	.00	.00	750	.0
52-16-6025	TOOLS	60.23	134.27	.00	.00	1,500	.0
52-16-6191	FLEET FUEL	.00	50.98	.00	.00	0	.0
52-16-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
	TOTAL COLLECTIONS EXPENDITURES	90,345.98	95,559.53	8,371.44	99,919.54	142,676	70.0
	DEPARTMENT 72						
52-72-7310	WWTP UPGRADES	228,030.64	96,563.44	.00	291.13	200,000	.2
52-72-7320	WW COLLECTION PROJECTS	.00	19,118.92	.00	27,477.78	3,000,000	.9
	TOTAL DEPARTMENT 72	228,030.64	115,682.36	.00	27,768.91	3,200,000	.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	DEBT SERVICE						
52-79-8101	2020 CWRPDA--PRINCIPAL	94,380.24	94,852.73	.00	95,327.59	94,734	100.6
52-79-8102	2020 CWRPDA--INTEREST	14,843.50	14,371.01	.00	13,896.15	14,490	95.9
52-79-8109	2019 CWRPDA--PRINCIPAL	95,089.86	95,565.91	.00	96,044.33	95,446	100.6
52-79-8110	2019 CWRPDA--INTEREST	14,133.88	13,657.83	.00	13,179.41	13,778	95.7
	TOTAL DEBT SERVICE	218,447.48	218,447.48	.00	218,447.48	218,448	100.0
	TOTAL FUND EXPENDITURES	1,019,087.07	1,028,204.25	49,798.85	964,651.58	4,390,754	22.0
	NET REVENUE OVER EXPENDITURES	91,147.72	534,555.84	(3,879.79)	548,445.04	1,609,429-	34.1

CITY OF IDAHO SPRINGS
BALANCE SHEET
NOVEMBER 30, 2024

PARKING ENTERPRISE FUND

	ASSETS			
59-00-1000	CASH - COMBINED FUND		948,874.89	
59-00-1165	OTHER RECEIVABLES		39,961.63	
59-00-1350	CONSTRUCTION IN PROGRESS		296,723.17	
	TOTAL ASSETS			1,285,559.69
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
59-00-2900	RETAINED EARNINGS	956,819.57		
	REVENUE OVER EXPENDITURES - YTD	328,740.12		
	BALANCE - CURRENT DATE		1,285,559.69	
	TOTAL FUND EQUITY			1,285,559.69
	TOTAL LIABILITIES AND EQUITY			1,285,559.69

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

PARKING ENTERPRISE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CHARGES FOR SERVICES						
59-00-3491	PARKING FEES	332,173.04	552,746.92	43,249.85	550,925.10	550,000	100.2
	TOTAL CHARGES FOR SERVICES	332,173.04	552,746.92	43,249.85	550,925.10	550,000	100.2
	MISCELLANEOUS						
59-00-3601	INTEREST EARNED	1,338.64	9,925.78	2,677.09	25,911.55	7,000	370.2
	TOTAL MISCELLANEOUS	1,338.64	9,925.78	2,677.09	25,911.55	7,000	370.2
	SOURCE 37						
59-00-3790	CDOT CONTRIBUTION	.00	.00	.00	.00	2,650,000	.0
	TOTAL SOURCE 37	.00	.00	.00	.00	2,650,000	.0
	SOURCE 38						
59-00-3891	P.I.L.O. CONSTRUCTION	.00	.00	166.67	1,666.70	0	.0
	TOTAL SOURCE 38	.00	.00	166.67	1,666.70	0	.0
	TOTAL FUND REVENUE	333,511.68	562,672.70	46,093.61	578,503.35	3,207,000	18.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2024

PARKING ENTERPRISE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CAPITAL EXPENSES						
59-70-4102	SALARIES	.00	.00	.00	.00	29,244	.0
59-70-5108	DESIGN/ENGINEERING	.00	299,124.86	.00	21,263.23	2,800,000	.8
59-70-7901	CAPITAL PROJECTS	.00	17,835.00	.00	228,500.00	200,000	114.3
	TOTAL CAPITAL EXPENSES	.00	316,959.86	.00	249,763.23	3,029,244	8.3
	TOTAL FUND EXPENDITURES	.00	316,959.86	.00	249,763.23	3,029,244	8.3
	NET REVENUE OVER EXPENDITURES	333,511.68	245,712.84	46,093.61	328,740.12	177,756	184.9

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
DECEMBER 31, 2024

Preliminary

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	226,431.02
01-00-1111	MONEY MARKET -3504	660,262.09
01-00-1112	XPRESS DEPOSIT ACCOUNT	201,066.64
01-00-1113	PETTY CASH CHECKING ACCOUNT	25,285.89
01-00-1115	EVERGREEN NAT'L– PR CKG -2114	321,397.49
01-00-1117	COLOTRUST–GENERAL -8001	543,225.67
01-00-1118	COLOTRUST–RAMP FUND -8002	228,420.48
01-00-1119	CSAFE--GENERAL -97-01	4,409,896.24
01-00-1175	CASH CLEARING - UTILITIES	68.50
01-00-1176	CASH CLEARING - COURT	240.00
	TOTAL COMBINED CASH	6,616,294.02
01-00-1000	COMBINED CASH FUND	(6,616,294.02)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	845,347.28
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	10,110.55
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	677,431.53
21	ALLOCATION TO IMPROVEMENT FUND	749,855.43
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	123,761.91
23	ALLOCATION TO 1% STREET SALES TAX	1,099,517.68
51	ALLOCATION TO WATER FUND	1,272,523.64
52	ALLOCATION TO WASTEWATER FUND	750,626.73
59	ALLOCATION TO PARKING ENTERPRISE FUND	1,087,119.27
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,616,294.02
	ALLOCATION FROM COMBINED CASH FUND - 01-00-1000	(6,616,294.02)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

GENERAL FUND

	ASSETS		
10-00-1000	CASH - COMBINED FUND	845,347.28	
10-00-1120	CASH W/COUNTY TREASURER	92,461.97	
10-00-1140	MUNICIPAL COURT	2,992.80	
10-00-1150	A/R--BILLED ACCOUNTS	(13,276.33)	
10-00-1165	OTHER RECEIVABLES	306,646.93	
10-00-1167	PROPERTY TAXES RECEIVABLE	220,831.00	
10-00-1170	A/R--COURT	57,025.89	
10-00-1171	LEASE RECEIVABLE	303,537.44	
10-00-1580	SUSPENSE	.86	
	TOTAL ASSETS		1,815,567.84
	LIABILITIES AND EQUITY		
	LIABILITIES		
10-00-2010	WAGES PAYABLE	58,143.75	
10-00-2020	ACCOUNTS PAYABLE	18,832.58	
10-00-2040	PREPAID BUSINESS LICENSES	5,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	220,831.00	
10-00-2140	DEF'D INFLOW OF RES--LEASE	2,142.86	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	133,045.51	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	168,349.07	
10-00-2220	FICA PAYABLE	7,047.60	
10-00-2221	MEDICARE PAYABLE	2,436.34	
10-00-2222	FEDERAL WITHHOLDINGS PAYABLE	9,231.50	
10-00-2223	STATE WITHHOLDINGS PAYABLE	3,126.00	
10-00-2230	HEALTH INSURANCE PAYABLE	38,046.00	
10-00-2231	DENTAL INSURANCE PAYABLE	1,475.00	
10-00-2232	AFLAC INSURANCE	93.66	
10-00-2234	FPPA CONTRIBUTIONS PAYABLE	6,952.61	
10-00-2235	DEFERRED COMP PAYABLE	8,564.68	
10-00-2236	UNEMPLOYMENT PAYABLE	167.97	
10-00-2237	MISC PAYROLL PAYABLE	(1,352.12)	
10-00-2238	LIFE INSURANCE PAYABLE	(11.20)	
10-00-2239	VISION - PAYABLE	218.00	
10-00-2401	DEVELOPER LIABILITIES	(12,103.91)	
	TOTAL LIABILITIES		670,236.90
	FUND EQUITY		
10-00-2600	FUND BALANCE	1,738,497.34	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(593,166.40)	
	BALANCE - CURRENT DATE	(593,166.40)	
	TOTAL FUND EQUITY		1,145,330.94

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

GENERAL FUND

TOTAL LIABILITIES AND EQUITY	1,815,567.84

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	PROPERTY, SALES & USE TAXES						
10-00-3110	PROPERTY TAXES	202,403.78	195,790.06	1,688.21	236,259.49	250,000	94.5
10-00-3111	DELINQUENT PROPERTY TAX/INT	.00	634.50	.00	.00	0	.0
10-00-3120	SPECIFIC OWNERSHIP TAX	23,119.88	23,084.12	2,478.37	24,642.12	24,000	102.7
10-00-3130	SALES TAX (1/2)	1,889,191.29	1,923,783.98	154,504.36	1,908,916.27	2,200,000	86.8
10-00-3131	SALES/VENDOR FEE	35.00	.00	.00	.00	0	.0
10-00-3135	BUILDING USE TAX (2/3)	38,475.27	11,253.10	175.00	143,027.78	15,000	953.5
10-00-3136	MOTOR VEHICLE USE TAX	94,204.00	79,899.33	8,357.07	90,766.68	85,000	106.8
10-00-3182	FRANCHISE-PUBLIC SERVICE	92,717.06	98,628.42	6,633.27	91,088.37	92,000	99.0
10-00-3183	FRANCHISE-CABLE--COMCAST	22,166.15	21,402.01	.00	20,155.43	23,000	87.6
10-00-3184	FRANCHISE-QWEST/CENTURYLINK	393.50	161.50	.00	119.50	500	23.9
	TOTAL PROPERTY, SALES & USE TAXES	2,362,705.93	2,354,637.02	173,836.28	2,514,975.64	2,689,500	93.5
	LICENSES & PERMITS						
10-00-3211	LIQUOR LICENSE	5,477.50	6,277.50	587.50	6,127.50	6,000	102.1
10-00-3216	BUSINESS LICENSE FEE	15,890.96	34,871.77	6,225.00	14,539.59	16,000	90.9
10-00-3218	SHOPPING BAG FEES	.00	11,458.93	.00	11,016.95	18,000	61.2
10-00-3221	BUILDING PERMITS	71,454.30	.00	350.00	203,344.06	120,000	169.5
10-00-3222	CONTRACTOR'S LICENSE	12,500.00	13,500.00	2,900.00	14,800.00	12,000	123.3
10-00-3225	FINGERPRINTS	.00	15.00	.00	.00	0	.0
10-00-3227	REPORTS/COPIES/FAX	1,260.50	2,723.75	34.00	2,365.50	2,500	94.6
10-00-3229	OTHER LICENSES/PERMITS	68,248.50	65,869.25	9,878.75	89,998.61	65,000	138.5
10-00-3240	PLAN REVIEW/COMMISSION FEES	2,693.98	77,787.13	16,000.24	52,006.68	1,200	4333.9
	TOTAL LICENSES & PERMITS	177,525.74	212,503.33	35,975.49	394,198.89	240,700	163.8
	OTHER TAXES						
10-00-3301	MOTOR VEHICLE REG. FEES	8,904.86	6,904.04	708.59	6,883.34	7,000	98.3
10-00-3304	MARIJUANA SPECIAL SALES TAX	84,998.17	67,122.15	2,971.47	55,392.60	80,000	69.2
10-00-3305	STATE SHARED CIGARETTE TAX	5,438.39	6,430.39	290.19	4,826.08	5,000	96.5
10-00-3306	COUNTY ROAD & BRIDGE TAX	267,212.24	327,619.08	.00	400,456.42	393,143	101.9
10-00-3307	SEVERENCE TAX	164,318.33	129,233.88	.00	71,204.91	160,000	44.5
10-00-3309	HIGHWAY USERS TAX	68,259.65	66,591.05	6,079.44	73,939.78	70,000	105.6
10-00-3380	OPERATIONAL GRANTS	.00	.00	6,120.40	36,255.16	20,000	181.3
10-00-3385	FED'L GRANT--AMER. RECOVERY PL	224,455.33	.00	.00	.00	0	.0
	TOTAL OTHER TAXES	823,586.97	603,900.59	16,170.09	648,958.29	735,143	88.3
	FINES						
10-00-3550	FINES	48,001.50	74,775.00	22,215.00	258,680.80	75,000	344.9
	TOTAL FINES	48,001.50	74,775.00	22,215.00	258,680.80	75,000	344.9

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
10-00-3601	INTEREST EARNED	15,629.78	64,983.80	2,680.92	53,456.56	60,000	89.1
10-00-3602	ARGO MINE/DEVELOPER ACCOUNT	.00	.00	.00	8,500.00	0	.0
10-00-3604	DONATIONS	610.00	5,100.00	.00	2,391.00	2,500	95.6
10-00-3610	CEMETERY FEES	900.00	6,250.00	.00	1,450.00	5,000	29.0
10-00-3620	LEASES/RENT	67,749.54	72,032.94	.00	70,651.70	70,000	100.9
10-00-3680	REIMBURSEMENT/REFUNDS	15,203.77	18,370.70	2,817.00	46,880.15	10,000	468.8
10-00-3690	MISCELLANEOUS REVENUE	15,120.69	6,331.16	160.00	5,141.62	8,000	64.3
10-00-3691	CONVENIENCE FEES	10,287.00	.00	.00	.00	0	.0
	TOTAL MISCELLANEOUS	125,500.78	173,068.60	5,657.92	188,471.03	155,500	121.2
	INTERFUND TRANSFERS						
10-00-3921	TRANSFERS FROM STI FUND	25,000.00	25,000.00	.00	.00	25,000	.0
10-00-3971	TRANSFER FROM POLICE PENSION	5,519.40	.00	.00	.00	0	.0
	TOTAL INTERFUND TRANSFERS	30,519.40	25,000.00	.00	.00	25,000	.0
	TOTAL FUND REVENUE	3,567,840.32	3,443,884.54	253,854.78	4,005,284.65	3,920,843	102.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	STREETS EXPENDITURES						
10-10-4102	SALARIES	51,489.60	31,737.16	3,016.80	26,145.60	52,296	50.0
10-10-4103	HOURLY	139,314.76	147,559.90	14,215.25	119,732.44	159,016	75.3
10-10-4104	OVERTIME	1,816.00	10,798.22	898.72	9,960.55	12,000	83.0
10-10-4201	FICA	11,438.45	11,316.22	1,090.69	9,269.82	12,317	75.3
10-10-4202	MEDICARE	2,675.21	2,646.52	255.09	2,167.80	2,880	75.3
10-10-4203	HEALTH INS.	30,660.45	29,948.34	2,024.59	23,616.77	27,102	87.1
10-10-4204	LIFE INS.	270.87	209.43	14.70	190.40	234	81.4
10-10-4205	DEFERRED COMP	4,141.52	1,666.42	984.17	6,740.28	6,339	106.3
10-10-4206	UNEMPLOYMENT	385.28	362.74	36.02	306.79	447	68.6
10-10-4207	DISABILITY INSURANCE	1,049.16	1,306.82	113.07	1,444.07	1,546	93.4
10-10-4209	DENTAL INSURANCE	1,452.00	1,141.52	72.20	912.40	1,334	68.4
10-10-5101	LEGAL	.00	.00	.00	.00	500	.0
10-10-5103	ENGINEERING	.00	.00	.00	.00	5,000	.0
10-10-5107	SURVEY	.00	.00	.00	.00	1,500	.0
10-10-5108	OTHER PROFESSIONAL SERVICES	20,088.15	32,020.26	1,742.75	29,079.03	32,000	90.9
10-10-5202	DISPOSAL-TRASH	48.00	1,642.21	.00	5,565.90	100	5565.9
10-10-5207	MAINT./REPAIRS-SERVICES	.00	.00	.00	8,346.66	1,500	556.4
10-10-5208	MAINT./REPAIRS-BUILDING	481.79	1,371.09	.00	1,208.35	2,000	60.4
10-10-5212	TRAINING	10.00	.00	.00	75.00	5,000	1.5
10-10-5213	MEDICAL	60.00	240.00	.00	.00	200	.0
10-10-5215	EMPLOYEE INCENTIVE	530.00	2,470.92	668.25	693.25	2,100	33.0
10-10-5300	CIRSA W/C INSURANCE	14,549.60	18,087.86	.00	20,081.92	18,000	111.6
10-10-5301	CIRSA P/C INSURANCE	23,184.02	29,064.33	.00	44,294.11	35,000	126.6
10-10-5303	TELEPHONE	1,715.20	1,722.13	144.40	1,729.60	1,800	96.1
10-10-5304	DUES & PUBLICATIONS	725.00	.00	.00	421.99	400	105.5
10-10-5305	TRAVEL & MEALS	.00	.00	.00	115.79	50	231.6
10-10-5306	EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310	POSTAGE	.00	.00	.00	.00	150	.0
10-10-5313	ADVERTISING	23.48	.00	.00	.00	500	.0
10-10-5314	INSURANCE CLAIMS	.00	.00	.00	2,000.00	2,000	100.0
10-10-5325	PRINTING	115.65	268.08	.00	.00	50	.0
10-10-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	3,308.19	100	3308.2
10-10-5335	CELL/INTERNET SERVICE	4,284.81	4,484.00	102.94	3,511.72	4,400	79.8
10-10-6001	ELECTRICITY & GAS	80,953.33	57,799.89	3,861.50	66,501.93	60,000	110.8
10-10-6007	MATERIALS/SUPPLIES/EQUIP	2,073.46	5,241.61	625.97	3,399.54	8,000	42.5
10-10-6010	MATERIALS/SUPPLIES/OFFICE	1,727.22	1,284.61	67.27	3,631.00	2,000	181.6
10-10-6012	GAS/OIL-EQUIPMENT	4,033.80	4,074.89	.00	2,835.77	5,000	56.7
10-10-6020	TOOLS	1,386.68	1,063.08	61.36	1,759.04	2,000	88.0
10-10-6022	SAFETY ITEMS	336.97	439.14	.00	119.50	500	23.9
10-10-6040	OCCUPATIONAL EQUIP/SAFETY	330.16	671.36	.00	285.25	1,000	28.5
10-10-6050	WATER/SEWER	1,357.85	2,271.92	.00	2,999.68	1,500	200.0
10-10-6085	STREET LAMPS	18,707.70	26,530.98	5,156.37	16,477.00	20,000	82.4
10-10-6091	SIGNS	7,726.95	168.39	.00	21,832.08	5,000	436.6
10-10-6093	PAINT	2,385.35	2,631.58	.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	49,900.00	5,900.00	.00	3,615.00	7,000	51.6
10-10-6097	DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098	TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099	SALTED SAND	16,087.31	15,473.54	.00	9,997.10	15,000	66.7
10-10-6150	FLEET MAINT	9,957.42	5,109.50	542.75	20,100.32	7,000	287.2
10-10-6191	FLEET FUEL	11,944.04	14,863.77	821.20	14,972.94	15,000	99.8
10-10-6192	FLEET TIRES	.00	2,621.47	.00	471.91	3,000	15.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193	FLEET SUPPLIES	1,643.89	3,498.91	.00	1,676.84	6,000	28.0
10-10-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	4,500	.0
10-10-7010	OFFICE EQUIPMENT/COMPUTER	131.00	.00	.00	.00	2,225	.0
10-10-7011	COMPUTER SOFTWARE	93.75	59.97	.00	79.96	100	80.0
	TOTAL STREETS EXPENDITURES	521,285.88	479,768.78	36,516.06	491,673.29	562,336	87.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	ADMINISTRATION EXPENDITURES						
10-20-4101	MAYOR/COUNCIL	34,800.01	42,000.00	8,880.00	35,520.00	44,160	80.4
10-20-4102	SALARY	278,253.60	195,243.50	35,372.92	325,647.26	264,812	123.0
10-20-4103	HOURLY	115,110.94	189,024.87	25,089.50	168,349.63	113,316	148.6
10-20-4104	OVERTIME	8.82	447.51	862.66	5,645.78	1,000	564.6
10-20-4201	FICA	25,785.62	25,693.68	4,255.31	32,117.41	26,143	122.9
10-20-4202	MEDICARE	6,030.71	6,009.38	995.18	7,511.46	6,114	122.9
10-20-4203	HEALTH INS.	45,099.61	46,875.61	7,821.20	85,516.80	41,470	206.2
10-20-4204	LIFE INS.	391.08	326.20	35.70	440.65	382	115.4
10-20-4205	DEFERRED COMP	10,850.92	18,345.31	3,130.29	30,459.37	25,000	121.8
10-20-4206	UNEMPLOYMENT	765.62	761.64	116.88	973.37	879	110.7
10-20-4207	DISABILITY INSURANCE	2,374.56	3,119.17	262.70	3,686.97	3,812	96.7
10-20-4209	DENTAL INSURANCE	2,506.04	2,125.60	218.40	2,908.00	2,440	119.2
10-20-5050	COUNTY TREASURER'S FEES	4,090.71	3,905.80	36.12	4,466.09	6,000	74.4
10-20-5101	LEGAL	138,134.90	156,173.57	7,350.25	140,483.16	155,000	90.6
10-20-5102	AUDIT	5,200.00	7,125.00	.00	5,650.00	6,000	94.2
10-20-5103	ENGI'RING SVCES--DEVEL REVIEW	1,056.00	2,912.66	.00	2,075.32	5,000	41.5
10-20-5104	FINANCIAL SERVICES	51,900.00	28,865.63	.00	22,450.95	30,000	74.8
10-20-5105	PLANNING SERVICES	.00	240.00	.00	8,307.00	10,000	83.1
10-20-5106	IT SERVICES	710.00	11,621.64	1,357.00	22,949.64	12,000	191.3
10-20-5107	SURVEYING	1,833.33	4,500.00	.00	32,638.75	5,000	652.8
10-20-5108	OTHER CONTRACTUAL SERVICES	27,302.86	25,779.65	629.73	55,166.66	88,000	62.7
10-20-5207	REPAIR/MAINT.-SERVICES	.00	411.00	.00	.00	1,000	.0
10-20-5208	REPAIR/MAINTENANCE-BUILDING	234.76	1,850.36	.00	1,179.85	5,000	23.6
10-20-5210	MEETING EXPENSE	1,523.96	1,263.66	.00	1,462.61	1,500	97.5
10-20-5212	EDUCATION & TRAINING	2,903.00	6,892.47	.00	6,862.42	8,000	85.8
10-20-5215	EMPLOYEE INCENTIVE	1,265.00	2,151.58	668.25	1,683.25	1,500	112.2
10-20-5220	ELECTION	738.35	3,953.85	.00	260.54	1,000	26.1
10-20-5225	BOARDS & COMMISSIONS	1,159.00	.00	.00	.00	1,500	.0
10-20-5300	CIRSA W/C INSURANCE	727.48	837.06	.00	1,004.09	1,000	100.4
10-20-5301	CIRSA P/C INSURANCE	14,853.65	28,064.33	.00	43,794.11	32,000	136.9
10-20-5303	TELEPHONE	1,715.20	1,722.13	144.40	1,729.60	1,725	100.3
10-20-5304	DUES & MEMBERSHIPS	5,508.00	12,731.20	.00	6,184.78	8,900	69.5
10-20-5305	TRAVEL & MEALS	1,637.87	7,361.82	.00	8,649.05	6,000	144.2
10-20-5309	CONTRACT OFFICE EQUIP.	6,578.36	6,480.36	.00	4,248.48	7,300	58.2
10-20-5310	POSTAGE, SHIPPING, BOX RENT	2,048.26	1,901.12	.00	1,695.31	2,000	84.8
10-20-5312	LEGAL PUBLICATIONS	3,773.64	5,260.11	394.00	7,720.06	4,600	167.8
10-20-5313	ADVERTISING	829.00	470.00	.00	1,891.12	1,000	189.1
10-20-5314	INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316	RECORDING DOCUMENTS	693.25	524.00	28.00	1,942.00	1,400	138.7
10-20-5322	CODIFICATION	1,716.32	2,819.40	.00	3,668.00	3,000	122.3
10-20-5325	PRINTING	1,435.48	1,589.26	.00	385.26	2,000	19.3
10-20-5335	CELL/INTERNET SERVICE	4,286.83	4,582.06	474.96	6,814.38	4,700	145.0
10-20-5340	PAYMENT PROCESSING FEES	9,055.03	1,274.43-	.00	.00	0	.0
10-20-6001	ELECTRICITY & GAS	5,685.93	5,948.56	543.44	5,205.16	7,400	70.3
10-20-6010	MATERIALS/SUPPLIES/OFFICE	3,100.72	3,706.14	141.27	2,980.17	4,000	74.5
10-20-6020	FLAGS	761.08	1,520.30	.00	.00	1,000	.0
10-20-6050	WATER/SEWER	3,817.85	3,458.73	.00	2,412.80	4,500	53.6
10-20-6060	REFUNDS	.00	692.10	.00	1,000.00	1,000	100.0
10-20-6500	MISCELLANEOUS EXPENSE	95.53	295.00	.00	1,000.00	1,000	100.0
10-20-7010	OFFICE EQUIPMENT/COMPUTERS	2,708.26	14,951.27	.00	3,854.08	16,000	24.1
10-20-7011	COMPUTER SOFTWARE	6,034.75	260.00	.00	1,871.75	8,500	22.0
10-20-7020	PUBLIC ENGAGEMENT	1,900.00	1,900.00	.00	9,121.50	20,000	45.6

CITY OF IDAHO SPRINGS
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GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-20-8010	MISC. CASH OVER/SHORT	19.96	1.00	2.02	.86	0	.0
	TOTAL ADMINISTRATION EXPENDITURES	839,011.85	893,420.86	98,810.18	1,121,585.50	1,006,053	111.5
	COMMUNITY PROMOTION						
10-21-5030	HSIS/ VISITOR CENTER	52,587.50	46,670.00	15,000.00	60,000.00	60,000	100.0
10-21-5032	MISC. EVENTS	5,254.00	1,400.00	600.00	14,494.28	7,000	207.1
10-21-5033	K-GOAT ANNUAL FEE	3,500.00	3,500.00	.00	3,500.00	3,500	100.0
10-21-5036	MAYOR & COMMISSIONER AWARDS	2,000.00	2,000.00	.00	2,000.00	2,000	100.0
10-21-5037	TREE LIGHTING	.00	200.00	.00	500.00	1,500	33.3
10-21-5038	MISC. ORGANIZATION REQUEST	8,452.83	31,125.00	5,000.00	29,632.65	30,000	98.8
10-21-5039	BEAUTIFICATION	9,157.98	6,072.84	.00	5,944.60	9,500	62.6
10-21-5040	HOLIDAY DECORATING	20,867.98	20,580.00	.00	23,286.90	20,580	113.2
10-21-5041	HISTORIC SITES & FACILITIES	1,006.01	3,100.00	.00	.00	5,000	.0
10-21-5050	4TH OF JULY	34,615.59	37,350.00	.00	46,809.00	50,000	93.6
10-21-5430	VISITOR CTR BLDG MAINTENANCE	26,154.69	6,547.54	.00	14,421.04	10,000	144.2
	TOTAL COMMUNITY PROMOTION	163,596.58	158,545.38	20,600.00	200,588.47	199,080	100.8
	BUILDING INSPECTOR						
10-22-5000	OPERATIONS CONTRACTUAL	55,321.62	78,131.93	.00	207,038.70	100,000	207.0
10-22-5108	OTHER PROFESSIONAL SERVICES	.00	500.00	.00	.00	2,000	.0
	TOTAL BUILDING INSPECTOR	55,321.62	78,631.93	.00	207,038.70	102,000	203.0

CITY OF IDAHO SPRINGS
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GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	POLICE EXPENDITURES						
10-30-4102	SALARIES	111,096.92	124,484.00	17,460.00	139,370.40	127,415	109.4
10-30-4103	HOURLY WAGES--SWORN	480,156.15	522,415.57	58,155.58	559,695.49	581,196	96.3
10-30-4104	OVERTIME--REGULAR	10,949.84	26,428.90	1,209.18	23,578.94	16,000	147.4
10-30-4105	HOLIDAY	3,466.09	15,190.92	4,178.24	16,768.40	0	.0
10-30-4106	OVERTIME--HOLIDAY WORKED-SWORN	.00	21,032.56	6,032.37	25,327.61	26,565	95.3
10-30-4109	HOURLY WAGES--CIVILIAN	125,545.18	155,457.02	17,370.81	167,188.82	166,374	100.5
10-30-4110	OVERTIME--HOLIDAY WKD-CIVILIAN	.00	2,402.31	.00	1,679.14	2,500	67.2
10-30-4201	FICA	9,412.98	11,203.93	1,162.36	10,589.51	10,985	96.4
10-30-4202	MEDICARE	10,088.60	12,097.88	1,470.78	13,045.89	12,238	106.6
10-30-4203	HEALTH INS.	122,416.02	122,068.80	10,552.80	123,413.80	106,017	116.4
10-30-4204	LIFE INS.	805.00	849.80	74.20	943.60	788	119.8
10-30-4205	DEFERRED COMP	5,663.05	6,342.55	1,054.17	9,106.17	6,000	151.8
10-30-4206	UNEMPLOYMENT	1,457.76	1,729.88	208.80	1,864.35	1,568	118.9
10-30-4207	DISABILITY INSURANCE	4,231.56	7,117.81	600.88	7,548.05	6,000	125.8
10-30-4209	DENTAL INSURANCE	7,208.00	5,564.80	620.80	7,031.20	7,168	98.1
10-30-4210	PENSION FPPA	56,287.51	70,088.31	9,150.08	82,452.02	70,000	117.8
10-30-5101	LEGAL	15,799.73	1,054.75	.00	.00	15,000	.0
10-30-5105	OTHER CONTRACT SERVICES	128,798.85	164,059.51	.00	253,810.04	285,000	89.1
10-30-5108	OTHER PROFESSIONAL SERVICES	30,441.06	44,679.78	2,094.89	80,255.45	70,000	114.7
10-30-5109	POLYGRAPH/PSY EXAM	1,751.40	2,627.10	.00	2,475.70	2,200	112.5
10-30-5207	REPAIR/MAINT-SERVICES	650.00	.00	.00	.00	3,000	.0
10-30-5208	REPAIRS/MAINTENANCE/BLDG.	3,720.62	3,292.10	.00	845.63	4,000	21.1
10-30-5212	TRAINING	8,166.88	10,542.01	.00	15,383.51	18,000	85.5
10-30-5213	MEDICAL/BLOOD DRAW	1,200.00	163.61	.00	.00	1,500	.0
10-30-5215	EMPLOYEE INCENTIVE	4,274.74	2,097.38	1,268.25	1,768.25	3,500	50.5
10-30-5300	CIRSA W/C INSURANCE	13,822.12	15,904.14	.00	19,077.84	18,000	106.0
10-30-5301	CIRSA P/C INSURANCE	49,752.03	79,142.40	.00	224,788.82	90,000	249.8
10-30-5303	TELEPHONE	1,715.20	1,722.00	144.40	1,729.60	1,800	96.1
10-30-5304	DUES & PUBLICATIONS	2,924.00	1,016.00	658.32	5,924.74	2,000	296.2
10-30-5305	TRAVEL & MEALS	1,803.49	.00	.00	1,248.29	1,000	124.8
10-30-5309	CONTRACT OFFICE EQUIP.	456.90	1,976.68	55.86	1,252.81	2,050	61.1
10-30-5310	POSTAGE, SHIPPING, BOX RENT	233.08	422.29	.00	227.84	800	28.5
10-30-5313	ADVERTISING	.00	310.00	.00	.00	0	.0
10-30-5314	INSURANCE CLAIMS	8,951.44	3,000.00	.00	2,000.00	3,000	66.7
10-30-5325	PRINTING	699.56	1,644.91	.00	2,992.78	3,000	99.8
10-30-5326	TOWING	1,031.00	232.00	.00	232.00	1,000	23.2
10-30-5330	COMMUNICATIONS EQUIPMENT	487.14	208.14	.00	553.34	1,000	55.3
10-30-5335	CELL/INTERNET SERVICE	6,528.07	7,387.05	253.71	8,594.36	7,000	122.8
10-30-5350	PUBLIC EDUCATION/RELATIONS	1,479.37	3,304.26	.00	2,152.31	1,500	143.5
10-30-6001	ELECTRICITY & GAS	3,633.32	4,351.61	1,146.87	5,552.44	3,500	158.6
10-30-6010	MATERIALS/SUPPLIES/OFFICE	4,740.22	2,179.37	.00	3,122.29	3,000	104.1
10-30-6015	MATERIALS/SUPPLIES-INVESTIG.	1,588.61	2,725.03	.00	2,967.98	1,750	169.6
10-30-6022	SAFETY ITEMS	.00	.00	.00	650.00	0	.0
10-30-6030	UNIFORMS	15,772.03	17,320.21	198.16	11,780.56	12,000	98.2
10-30-6040	OCCUPATIONAL EQUIP/SAFETY	6,377.97	9,865.34	.00	7,919.58	16,000	49.5
10-30-6045	AMMUNITION	1,375.26	4,820.06	.00	2,647.87	5,000	53.0
10-30-6050	WATER/SEWER	1,432.03	1,635.38	.00	3,737.65	1,000	373.8
10-30-6100	FLEET MAINTENANCE	7,799.51	35,984.90	830.89	57,116.60	14,000	408.0
10-30-6191	FLEET FUEL	25,761.31	28,191.91	2,657.43	34,355.25	25,000	137.4
10-30-6192	FLEET TIRES	3,569.32	2,884.06	403.16	5,010.39	3,000	167.0
10-30-6193	FLEET SUPPLIES	296.76	956.56	.00	2,446.38	500	489.3
10-30-7010	COMPUTERS / OFFICE EQUIPMENT	8,165.47	5,332.01	.00	1,925.00	3,200	60.2

CITY OF IDAHO SPRINGS
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GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-30-7011	COMPUTER SOFTWARE	.00	15,688.95	.00	24,289.11	20,500	118.5
	TOTAL POLICE EXPENDITURES	1,313,983.15	1,581,196.54	139,012.99	1,978,437.80	1,783,614	110.9
	COURT EXPENDITURES						
10-40-4103	HOURLY	25,927.97	28,929.19	3,564.38	30,640.29	30,256	101.3
10-40-4104	OVERTIME	.00	141.02	347.47	1,829.70	100	1829.7
10-40-4201	FICA	1,547.64	1,740.45	236.57	1,948.94	1,818	107.2
10-40-4202	MEDICARE	361.88	406.90	55.32	455.76	477	95.6
10-40-4203	HEALTH INS.	3,478.40	3,634.40	359.60	3,844.40	3,798	101.2
10-40-4204	LIFE INS.	42.00	42.00	3.50	42.00	50	84.0
10-40-4205	DEFERRED COMP	.00	.00	106.92	919.18	907	101.3
10-40-4206	UNEMPLOYMENT	51.84	58.18	7.82	64.90	67	96.9
10-40-4207	WORKMANS COMP	158.24	257.15	22.65	274.67	188	146.1
10-40-4209	DENTAL INSURANCE	166.40	148.80	12.80	149.20	174	85.8
10-40-5101	LEGAL FEES	558.75	.00	.00	112.50	750	15.0
10-40-5110	JUDGE RETAINER	19,200.00	19,200.00	1,600.00	19,200.00	19,200	100.0
10-40-5115	PROSECUTER	18,497.88	18,687.00	1,558.56	18,693.55	18,688	100.0
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	200.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	22.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	56.58	45.92	99.22	100	99.2
10-40-5325	PRINTING	12.50	.00	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	53.14	419.01	100	419.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	276.56	.00	.00	.00	100	.0
	TOTAL COURT EXPENDITURES	70,502.06	73,301.67	7,974.65	78,693.32	77,428	101.6
	FIRE DEPARTMENT						
10-50-5050	CONTRIBUTION TO CCCESD	144,500.00	141,225.00	.00	299,875.00	278,105	107.8
	TOTAL FIRE DEPARTMENT	144,500.00	141,225.00	.00	299,875.00	278,105	107.8

CITY OF IDAHO SPRINGS
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GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	PARKS EXPENDITURES						
10-60-4103	HOURLY	45,466.22	72,190.19	10,262.65	90,403.74	56,698	159.5
10-60-4104	OVERTIME	1,409.88	9,216.97	1,010.44	10,543.98	8,200	128.6
10-60-4105	HOLIDAY	.00	1,216.00	498.96	1,829.52	1,000	183.0
10-60-4201	FICA	2,791.77	5,003.46	718.36	6,248.56	4,770	131.0
10-60-4202	MEDICARE	652.91	1,170.15	168.01	1,461.39	1,115	131.1
10-60-4203	HEALTH INS.	6,956.80	7,268.80	719.20	7,688.80	7,599	101.2
10-60-4204	LIFE INS.	77.00	133.00	11.20	148.40	126	117.8
10-60-4205	DEFERRED COMP	.00	.00	322.86	2,767.06	1,500	184.5
10-60-4206	UNEMPLOYMENT	93.72	165.24	23.55	205.60	159	129.3
10-60-4207	DISABILITY INSURANCE	254.72	565.07	71.35	865.48	510	169.7
10-60-5108	OTHER PROFESSIONAL SERVICES	24,912.58	62,316.98	.00	27,050.98	63,000	42.9
10-60-5202	DISPOSAL	3,676.49	3,082.08	.00	1,991.27	4,550	43.8
10-60-5207	REPAIR/MAINT-SERVICES	.00	396.76	.00	750.00	2,500	30.0
10-60-5208	MAINT./REPAIRS-BUILDING	.00	125.20	.00	2,026.89	250	810.8
10-60-5209	VANDALISM MAINTENANCE	.00	507.66	.00	401.25	1,000	40.1
10-60-5210	GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211	TRAIL MAINTENANCE-VCMP	.00	.00	.00	90.00	2,500	3.6
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	300.00	224.52	200.00	200.00	250	80.0
10-60-5300	CIRSA W/C INSURANCE	1,454.96	1,674.12	.00	2,008.20	1,800	111.6
10-60-5301	CIRSA P/C INSURANCE	771.62	5,516.02	.00	.00	0	.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	691.31	1,000	69.1
10-60-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335	CELL/INTERNET SERVICE	378.88	415.37	.00	312.17	400	78.0
10-60-6001	ELECTRICITY & GAS	6,105.98	8,406.39	862.09	7,091.05	10,000	70.9
10-60-6010	MATERIALS/SUPPLIES-MISC.	5,641.31	7,287.55	11.98	16,206.67	5,500	294.7
10-60-6012	GAS, OIL-EQUIPMENT	409.28	1,005.51	.00	141.58	2,000	7.1
10-60-6020	TOOLS	703.27	356.20	.00	504.65	1,000	50.5
10-60-6022	SAFETY ITEMS	186.42	234.97	.00	457.28	250	182.9
10-60-6040	OCCUPATIONAL EQUIP/SAFETY	11.97	63.30	.00	189.85	200	94.9
10-60-6045	SPRINKLER PARTS	2,552.42	394.01	.00	632.75	2,800	22.6
10-60-6050	WATER/SEWER	4,769.35	5,127.74	.00	16,958.92	4,000	424.0
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	151.56	128.55	.00	.00	150	.0
10-60-6095	SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098	TREE REPLACEMENT & TRIMMING	425.00	2,017.00	.00	6,325.00	10,000	63.3
10-60-6099	SALTED SAND	691.20	.00	.00	.00	1,650	.0
10-60-6150	FLEET MAINT	1,570.34	488.21	.00	2,970.03	2,200	135.0
10-60-6191	FLEET FUEL	3,729.40	3,371.85	446.57	3,631.32	3,700	98.1
10-60-6192	FLEET TIRES	.00	978.10	.00	814.76	1,200	67.9
10-60-6193	FLEET SUPPLIES	182.23	987.70	196.04	196.04	1,500	13.1
10-60-6200	PARKS MAINT. & PARTS	7,735.98	7,918.83	.00	5,252.97	8,000	65.7
10-60-6204	WEED CONTROL	74.91	.00	.00	.00	500	.0
10-60-6206	CHEMICALS/FERTILITZER	362.91	135.67	.00	.00	500	.0
10-60-6207	CHEM/PESTICIDES/HERBICIDES	52.88	.00	.00	.00	150	.0
10-60-7007	EQUIPMENT PURCHASE	4,813.00	5,009.13	.00	.00	632	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	TOTAL PARKS EXPENDITURES	129,366.96	215,098.30	15,523.26	219,057.47	218,989	100.0
	CEMETERY EXPENDITURES						
10-70-7100	CEMETERY MAINTENANCE	56.99	1,047.00	.00	1,501.50	5,000	30.0
	TOTAL CEMETERY EXPENDITURES	56.99	1,047.00	.00	1,501.50	5,000	30.0
	TRANSFERS						
10-75-8271	TRANSFER TO POLICE PENSION	4,125.00	.00	.00	.00	0	.0
	TOTAL TRANSFERS	4,125.00	.00	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	3,241,750.09	3,622,235.46	318,437.14	4,598,451.05	4,232,605	108.6
	NET REVENUE OVER EXPENDITURES	326,090.23	178,350.92-	(64,582.36)	(593,166.40)	311,762-	(190.3)

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

HANSEN'S CEMETERY TRUST FUND

	ASSETS			
15-00-1000	CASH - COMBINED FUND		10,110.55	
	TOTAL ASSETS			10,110.55
	LIABILITIES AND EQUITY			
	FUND EQUITY			
15-00-2600	FUND BALANCE		9,726.03	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	384.52		
	BALANCE - CURRENT DATE		384.52	
	TOTAL FUND EQUITY			10,110.55
	TOTAL LIABILITIES AND EQUITY			10,110.55

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
15-00-3601	INTEREST EARNED	70.99	238.51	29.91	384.52	175	219.7
	TOTAL MISCELLANEOUS	70.99	238.51	29.91	384.52	175	219.7
	TOTAL FUND REVENUE	70.99	238.51	29.91	384.52	175	219.7
	NET REVENUE OVER EXPENDITURES	70.99	238.51	29.91	384.52	175	219.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

RAMP FUND (COLORADO BLVD)

	ASSETS			
20-00-1000	CASH - COMBINED FUND		677,431.53	
	TOTAL ASSETS			677,431.53
	LIABILITIES AND EQUITY			
	FUND EQUITY			
20-00-2600	FUND BALANCE		647,610.43	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	29,821.10		
	BALANCE - CURRENT DATE		29,821.10	
	TOTAL FUND EQUITY			677,431.53
	TOTAL LIABILITIES AND EQUITY			677,431.53

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

RAMP FUND (COLORADO BLVD)

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS						
20-00-3601	INTEREST EARNED	8,853.89	27,931.05	2,912.78	37,496.10	23,000	163.0
	TOTAL MISCELLANEOUS	8,853.89	27,931.05	2,912.78	37,496.10	23,000	163.0
	TOTAL FUND REVENUE	8,853.89	27,931.05	2,912.78	37,496.10	23,000	163.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

RAMP FUND (COLORADO BLVD)

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-6016	ASPHALT, CURB & GUTTER	22,126.00	.00	.00	7,675.00	100,000	7.7
20-00-6024	INFRASTRUCTURE	13,148.00	76,744.20	.00	.00	0	.0
	TOTAL DEPARTMENT 00	35,274.00	76,744.20	.00	7,675.00	100,000	7.7
	TOTAL FUND EXPENDITURES	35,274.00	76,744.20	.00	7,675.00	100,000	7.7
	NET REVENUE OVER EXPENDITURES	26,420.11-	48,813.15-	2,912.78	29,821.10	77,000-	38.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

IMPROVEMENT FUND

	ASSETS			
21-00-1000	CASH - COMBINED FUND		749,855.43	
21-00-1120	CASH W/COUNTY TREASURER		3,471.28	
21-00-1165	OTHER RECEIVABLES		151,234.04	
21-00-1277	2019 ADV DUE FR WWF		443,390.40	
	TOTAL ASSETS			1,347,951.15
	LIABILITIES AND EQUITY			
	LIABILITIES			
21-00-2020	ACCOUNTS PAYABLE		1,547.00	
	TOTAL LIABILITIES			1,547.00
	FUND EQUITY			
21-00-2600	FUND BALANCE		3,165,011.07	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(1,818,606.92)		
	BALANCE - CURRENT DATE		(1,818,606.92)	
	TOTAL FUND EQUITY			1,346,404.15
	TOTAL LIABILITIES AND EQUITY			1,347,951.15

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

IMPROVEMENT FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	TAXES						
21-00-3130	SALES TAX (1/4)	944,595.64	961,892.00	77,252.18	954,458.14	1,025,000	93.1
21-00-3135	BUILDING USE TAX (1/3)	19,197.54	5,665.19	87.50	259,897.17	8,000	3248.7
21-00-3136	MOTOR VEHICLE USE TAX	47,102.00	39,949.66	4,178.53	45,383.32	40,000	113.5
	TOTAL TAXES	1,010,895.18	1,007,506.85	81,518.21	1,259,738.63	1,073,000	117.4
	MISCELLANEOUS						
21-00-3601	INTEREST EARNED	17,866.75	52,390.92	2,218.52	15,437.38	50,000	30.9
21-00-3604	DONATIONS	.00	25,000.00	.00	375,100.00	525,000	71.5
21-00-3695	SALE OF EQUIPMENT	.00	.00	2,735.00	11,261.00	0	.0
	TOTAL MISCELLANEOUS	17,866.75	77,390.92	4,953.52	401,798.38	575,000	69.9
	SOURCE 37						
21-00-3750	STATE GRANTS--COLO HISTORY	990.00	13,496.00	.00	.00	13,496	.0
21-00-3760	FOUNDATION GRANTS	.00	125,000.00	.00	125,000.00	0	.0
21-00-3768	AFFODABLE HSG GRNT-IHOP-COUNTY	.00	27,500.00	.00	.00	0	.0
21-00-3769	AFFODABLE HSG GRANT--IHOP--FED	.00	.00	.00	59,159.36	0	.0
21-00-3770	COLO PARKS & WILDLIFE GRANT	249,487.00	.00	.00	.00	0	.0
21-00-3771	GOCO GRANT	.00	.00	(99,575.00)	(99,575.00)	250,000	(39.8)
21-00-3772	DOLA GRANT--EIAF 9387--FED'L	.00	.00	.00	.00	600,000	.0
21-00-3773	DOLA GRANT--EIAF 9457--STATE	.00	.00	99,007.80	562,715.00	0	.0
	TOTAL SOURCE 37	250,477.00	165,996.00	(567.20)	647,299.36	863,496	75.0
	INTERFUND TRANSFERS						
21-00-3922	TRANSFER FROM CTF	.00	.00	.00	.00	90,000	.0
	TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	90,000	.0
	TOTAL FUND REVENUE	1,279,238.93	1,250,893.77	85,904.53	2,308,836.37	2,601,496	88.8

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

IMPROVEMENT FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	IMPROVEMENT FUND EXPENDITURES						
21-00-5103	ENGINEERING--AFFORDABLE HSG	.00	123,354.33	.00	105,235.10	40,000	263.1
21-00-6012	POLICE VEHICLE PURCHASE	52,617.00	2,722.00	.00	101,640.00	0	.0
21-00-6013	CITY HALL FURNISHING/EQUIPMENT	.00	.00	.00	219.90	10,000	2.2
21-00-6016	DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	23,005.00	50,000	46.0
21-00-6017	OTHER STREET PROJECTS	50,000.00	.00	.00	.00	50,000	.0
21-00-6024	PARK IMPROVEMENTS	558,649.34	349,176.83	.00	592,613.47	912,500	64.9
21-00-6025	PW VEHICLE PURCHASE	.00	50,870.00	.00	43,464.00	55,000	79.0
21-00-6026	PD EQUIPMENT	21,121.54	32,692.64	480.00	63,778.78	12,000	531.5
21-00-6027	IT EQUIPMENT	7,138.00	.00	.00	.00	0	.0
21-00-6028	STREETSCAPE/MALL IMPROVEMENTS	6,275.00	.00	.00	68,056.56	200,000	34.0
21-00-6029	PW TOOLS/SMALL EQUIPMENT	140.30	.00	.00	.00	0	.0
21-00-6031	COMMUNITY PROMOTION	.00	.00	.00	.00	28,000	.0
21-00-6032	MASTER PLAN--SPORTS COMPLEX	.00	.00	26,000.00	71,245.56	100,000	71.3
21-00-7041	MUSEUM BUILDING IMPROVEMENT	18,946.16	1,200.00	.00	26,489.00	10,000	264.9
21-00-7042	LIBRARY BUILDING IMPROVEMENT	3,188.75	421,654.17	.00	1,677.31	10,000	16.8
21-00-7043	LAND ACQUISITION	110,000.00	649,766.57	.00	375,000.00	750,000	50.0
21-00-7044	PW FACILITY PROJECT	55,175.74	1,746,834.06	25,119.90	1,806,973.80	1,700,000	106.3
21-00-7045	POLICE STATION IMPROVEMENTS	10,405.00	3,967.00	.00	122,899.47	400,000	30.7
21-00-7046	DOWNTOWN PARKING IMPROVEMENTS	77,769.77	.00	.00	2,829.43	0	.0
21-00-8210	TRANSFER TO GENERAL FUND	.00	25,000.00	.00	.00	12,500	.0
21-00-8253	TRANSFER TO SWU FUND	25,000.00	.00	.00	.00	12,500	.0
	TOTAL IMPROVEMENT FUND EXPENDITURE	996,426.60	3,407,237.60	51,599.90	3,405,127.38	4,352,500	78.2
	HSF PROJECTS						
21-61-7040	CITY HALL IMPROVEMENTS	.00	28,844.92	19,368.71	514,971.56	550,000	93.6
21-61-7042	SITES & FACILITIES IMPROVEMENT	103,483.55	41,797.43	.00	207,344.35	150,000	138.2
	TOTAL HSF PROJECTS	103,483.55	70,642.35	19,368.71	722,315.91	700,000	103.2
	TOTAL FUND EXPENDITURES	1,099,910.15	3,477,879.95	70,968.61	4,127,443.29	5,052,500	81.7
	NET REVENUE OVER EXPENDITURES	179,328.78	2,226,986.18-	14,935.92	(1,818,606.92)	2,451,004-	(74.2)

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

CONSERVATION TRUST FD LOTTERY

	ASSETS			
22-00-1000	CASH - COMBINED FUND		123,761.91	
	TOTAL ASSETS			123,761.91
	LIABILITIES AND EQUITY			
	FUND EQUITY			
22-00-2600	FUND BALANCE		108,849.87	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	14,912.04		
	BALANCE - CURRENT DATE		14,912.04	
	TOTAL FUND EQUITY			123,761.91
	TOTAL LIABILITIES AND EQUITY			123,761.91

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	INTERGOVERNMENTAL						
22-00-3358	CONSERVATION TRUST FUNDS	11,581.00	12,542.45	2,631.18	10,731.78	12,000	89.4
	TOTAL INTERGOVERNMENTAL	11,581.00	12,542.45	2,631.18	10,731.78	12,000	89.4
	MISCELLANEOUS						
22-00-3601	INTEREST EARNED	675.63	2,496.41	366.16	4,180.26	1,000	418.0
	TOTAL MISCELLANEOUS	675.63	2,496.41	366.16	4,180.26	1,000	418.0
	TOTAL FUND REVENUE	12,256.63	15,038.86	2,997.34	14,912.04	13,000	114.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CONSERVATION FUND EXPENDITURES						
22-00-8240	PROJECTS	.00	.00	.00	.00	90,000	.0
	TOTAL CONSERVATION FUND EXPENDITUR	.00	.00	.00	.00	90,000	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	90,000	.0
	NET REVENUE OVER EXPENDITURES	12,256.63	15,038.86	2,997.34	14,912.04	77,000-	19.4

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

1% STREET SALES TAX

	ASSETS			
23-00-1000	CASH - COMBINED FUND		1,099,517.68	
23-00-1165	OTHER RECEIVABLES		136,129.34	
	TOTAL ASSETS			1,235,647.02
	LIABILITIES AND EQUITY			
	FUND EQUITY			
23-00-2600	FUND BALANCE		1,492,186.92	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(256,539.90)		
	BALANCE - CURRENT DATE		(256,539.90)	
	TOTAL FUND EQUITY			1,235,647.02
	TOTAL LIABILITIES AND EQUITY			1,235,647.02

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

1% STREET SALES TAX

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	SOURCE 31						
23-00-3133	SALES TAX (1/4) STREETS CIP	944,595.62	961,892.00	77,252.18	954,458.11	1,025,000	93.1
23-00-3136	INTEREST	5,600.32	.00	.00	.00	0	.0
	TOTAL SOURCE 31	950,195.94	961,892.00	77,252.18	954,458.11	1,025,000	93.1
	SOURCE 36						
23-00-3601	INTEREST EARNED	13,777.83	43,688.36	3,253.03	52,514.24	40,000	131.3
	TOTAL SOURCE 36	13,777.83	43,688.36	3,253.03	52,514.24	40,000	131.3
	TOTAL FUND REVENUE	963,973.77	1,005,580.36	80,505.21	1,006,972.35	1,065,000	94.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

1% STREET SALES TAX

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-5101	LEGAL AND PROFESSIONAL	250.00	250.00	250.00	250.00	250	100.0
23-00-5103	ENGINEERING	253,730.88	382,456.92	.00	460,885.75	200,000	230.4
23-00-6016	ASPHALT, CURB & GUTTER	156,122.68	88,200.00	.00	158,464.00	1,500,000	10.6
23-00-8114	NOTES PAYABLE BONDS - PRIN	220,000.00	240,000.00	.00	250,000.00	240,000	104.2
23-00-8115	NOTES PAYABLE BONDS-INT	412,312.50	403,512.50	.00	393,912.50	403,513	97.6
	TOTAL DEPARTMENT 00	1,042,416.06	1,114,419.42	250.00	1,263,512.25	2,343,763	53.9
	TOTAL FUND EXPENDITURES	1,042,416.06	1,114,419.42	250.00	1,263,512.25	2,343,763	53.9
	NET REVENUE OVER EXPENDITURES	78,442.29-	108,839.06-	80,255.21	(256,539.90)	1,278,763-	(20.1)

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

WATER FUND

	ASSETS		
51-00-1000	CASH - COMBINED FUND	1,272,523.64	
51-00-1150	A/R--BILLED ACCOUNTS	33,104.73	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	342,830.96	
51-00-1165	OTHER RECEIVABLES	68,064.67	
51-00-1300	LEASE ASSET - SCADA	190,355.95	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(70,292.45)	
51-00-1350	CONSTRUCTION IN PROGRESS	267,246.81	
51-00-1610	LAND	13,231.00	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	13,555,821.11	
51-00-1631	ACCUMULATED DEPRECIATION	(9,519,423.45)	
51-00-1640	MACHINERY & EQUIPMENT	447,062.36	
51-00-1641	ACCUMULATED DEPRECIATION	(19,287.00)	
	TOTAL ASSETS		6,591,678.33
	LIABILITIES AND EQUITY		
	LIABILITIES		
51-00-2010	ACCR'D COMP'D ABS--LT	19,818.34	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,202.04	
51-00-2020	ACCOUNTS PAYABLE	292,997.82	
51-00-2130	UNEARNED REVENUE - ARPA	448,910.66	
51-00-2143	LEASE LIABILITY	121,133.22	
51-00-2251	2004 CWCB NOTE PAYABLE--LT	484,890.77	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	20,247.87	
51-00-2255	2004 CWCB NOTE PAYABLE--CURR	49,576.09	
	TOTAL LIABILITIES		1,439,776.81
	FUND EQUITY		
51-00-2600	FUND BALANCE	4,501,857.00	
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	(1,775,929.22)	
	BALANCE - CURRENT DATE	(83,626.48)	
	TOTAL FUND EQUITY		5,151,901.52
	TOTAL LIABILITIES AND EQUITY		6,591,678.33

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CARRY OVER						
51-00-3130	SALES TAX	.00	466,662.62	38,626.08	477,229.01	511,875	93.2
	TOTAL CARRY OVER	.00	466,662.62	38,626.08	477,229.01	511,875	93.2
	CHARGES FOR SERVICES						
51-00-3411	USAGE FEES	1,201,809.18	1,433,206.28	192,690.49	1,260,031.14	1,350,122	93.3
51-00-3415	LATE CHARGES	14,962.05	10,587.50	4,085.64	16,846.01	10,000	168.5
51-00-3421	SERVICE CHARGE	.00	100.00	.00	.00	200	.0
51-00-3422	TAP FEES	6,845.00	22,588.50	.00	6,845.00	100,000	6.9
	TOTAL CHARGES FOR SERVICES	1,223,616.23	1,466,482.28	196,776.13	1,283,722.15	1,460,322	87.9
	FINES/LEASES						
51-00-3500	WATER LEASE	15,553.10	62,672.15	1,488.23	41,600.62	65,000	64.0
	TOTAL FINES/LEASES	15,553.10	62,672.15	1,488.23	41,600.62	65,000	64.0
	MISCELLANEOUS						
51-00-3601	INTEREST EARNED	12,156.59	52,511.72	3,764.91	82,257.53	40,000	205.6
51-00-3606	HAULED	47,184.22	48,076.56	4,933.90	57,083.77	70,000	81.6
51-00-3699	OTHER INCOME	340.00	900.00	100.00	600.00	1,000	60.0
	TOTAL MISCELLANEOUS	59,680.81	101,488.28	8,798.81	139,941.30	111,000	126.1
	GRANTS						
51-00-3720	MISCELLANEOUS REVENUE	382.18	.00	.00	.00	0	.0
	TOTAL GRANTS	382.18	.00	.00	.00	0	.0
	SOURCE 38						
51-00-3890	DOLA GRANT	.00	.00	.00	.00	2,075,000	.0
51-00-3891	CWCB GRANT	.00	.00	.00	150,175.90	440,000	34.1
	TOTAL SOURCE 38	.00	.00	.00	150,175.90	2,515,000	6.0
	TOTAL FUND REVENUE	1,299,232.32	2,097,305.33	245,689.25	2,092,668.98	4,663,197	44.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	OPERATIONAL EXPENDITURES						
51-00-4102	SALARIES	.00	32,434.29	5,946.00	51,532.00	84,703	60.8
51-00-4103	HOURLY	97,278.11	96,964.44	10,326.20	90,465.86	103,464	87.4
51-00-4104	OVERTIME	989.68	5,321.19	295.44	4,967.69	8,000	62.1
51-00-4105	HOLIDAY	.00	745.60	289.20	1,022.00	1,000	102.2
51-00-4201	FICA	5,685.73	7,850.78	993.52	8,616.34	8,085	106.6
51-00-4202	MEDICARE	1,329.79	1,836.12	232.39	2,015.35	2,086	96.6
51-00-4203	HEALTH INS.	23,900.61	36,401.86	3,158.81	34,812.28	33,377	104.3
51-00-4204	LIFE INS.	138.76	175.01	14.00	170.64	202	84.5
51-00-4205	DEFERRED COMP	3,470.48	4,509.51	1,447.63	10,846.34	8,000	135.6
51-00-4206	UNEMPLOYMENT	196.70	271.08	33.77	296.32	309	95.9
51-00-4207	DISABILITY INSURANCE	526.21	1,046.07	108.47	1,348.66	1,276	105.7
51-00-4209	DENTAL INSURANCE	1,372.07	1,691.20	98.80	1,340.20	1,988	67.4
51-00-5000	PLANT OPERATIONS CONTRACTUAL	25,104.64	16,517.60	.00	7,468.44	15,000	49.8
51-00-5101	LEGAL	4,782.36	3,652.67	.00	1,167.79	5,000	23.4
51-00-5102	AUDIT	2,600.00	3,562.50	.00	2,825.00	5,000	56.5
51-00-5103	DESIGN/ENGINEERING	2,254.00	7,233.50	.00	762.00	20,000	3.8
51-00-5104	FINANCIAL SERVICES	.00	10,982.82	.00	23,100.47	14,000	165.0
51-00-5108	OTHER PROFESSIONAL FEES	23,730.53	24,471.45	887.50	19,604.37	40,000	49.0
51-00-5109	PROCESS CONTROL EQUIPMENT	1,472.75	2,097.65	804.70	4,168.06	3,500	119.1
51-00-5201	LAB TESTS	4,112.00	9,228.38	638.10	6,119.11	6,000	102.0
51-00-5202	TRASH DISPOSAL	884.23	1,305.99	237.84	2,533.86	1,000	253.4
51-00-5204	REPAIR/MAINT-PLANT	2,350.24	2,270.40	.00	5,326.11	5,400	98.6
51-00-5205	REPAIR/MAINT-DISTRIBUTION	70.88	.00	.00	.00	0	.0
51-00-5207	REPAIR/MAINT.-SERVICES	1,683.58	3,739.42	.00	5,385.64	6,000	89.8
51-00-5208	REPAIR/MAINT. - INSTRUMENTS	255.00	400.99	.00	2,312.67	2,000	115.6
51-00-5209	INSTRUMENT CALIBRATION	.00	17,189.83	.00	16,830.00	18,000	93.5
51-00-5212	TRAINING	282.00	328.99	.00	2,978.98	2,000	149.0
51-00-5213	MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215	EMPLOYEE INCENTIVE	215.00	1,046.54	284.12	444.12	700	63.5
51-00-5300	CIRSA W/C INSURANCE	2,909.92	3,348.24	.00	3,068.69	4,000	76.7
51-00-5301	CIRSA P/C INSURANCE	8,777.13	14,032.16	.00	21,771.19	18,000	121.0
51-00-5302	DISCHARGE PERMITS/LICENSES	1,446.00	1,446.00	.00	1,818.18	2,000	90.9
51-00-5303	TELEPHONE	857.59	1,858.88	288.90	2,529.72	1,000	253.0
51-00-5304	DUES & PUBLICATIONS	1,025.00	500.00	.00	862.00	1,000	86.2
51-00-5305	TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309	CONTRACT OFFICE EQUIPMENT	16,200.00	55,908.00	8,238.00	98,856.00	99,000	99.9
51-00-5310	POSTAGE	1,149.99	1,663.16	.00	2,416.26	1,500	161.1
51-00-5312	LEGAL PUBLICATIONS	.00	.00	.00	.00	1,000	.0
51-00-5313	ADVERTISING	.00	.00	.00	.00	100	.0
51-00-5314	INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
51-00-5316	RECORDING DOCUMENTS	.00	.00	.00	.00	200	.0
51-00-5325	PRINTING	25.27	1,047.04	.00	3,427.67	250	1371.1
51-00-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335	CELL/INTERNET SERVICE	8,099.55	7,157.32	287.00	5,519.04	8,000	69.0
51-00-6001	ELECTRICITY & GAS	65,527.75	85,429.91	13,721.38	79,832.80	92,000	86.8
51-00-6004	MATERIALS/SUPPLIES/PLANT	1,749.25	676.52	.00	895.00	2,000	44.8
51-00-6007	MATERIALS/SUPPLIES/EQUIP	26.15	3,307.91	5.37	926.29	2,500	37.1
51-00-6010	MATERIALS/SUPPLIES/OFFICE	648.14	76.12	.00	688.85	700	98.4
51-00-6012	GAS/OIL-EQUIPMENT	.00	108.55	.00	723.00	600	120.5
51-00-6022	SAFETY ITEMS	551.02	453.26	.00	953.39	500	190.7
51-00-6025	TOOLS	83.96	72.95	.00	34.96	500	7.0
51-00-6040	OCCUPATIONAL EQUIP/SAFETY	146.41	287.55	.00	71.95	500	14.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6150	FLEET REPAIR & MAINTENANCE	125.87	999.04	12.99	1,293.98	4,000	32.4
51-00-6191	FLEET FUEL	3,350.81	2,639.17	61.37	1,981.15	4,000	49.5
51-00-6192	FLEET TIRES	.00	1,999.00	.00	406.00	1,500	27.1
51-00-6201	CHEMICALS-CHLORINE	14,219.75	19,105.08	.00	16,266.08	17,000	95.7
51-00-6207	CHEMICALS/LAB	2,703.93	767.53	.00	601.28	2,000	30.1
51-00-6210	CHEMICALS-MISC.	7,262.62	9,519.97	.00	5,586.23	0	.0
51-00-6215	CHEMICALS - CITRIC ACID	2,730.75	.00	.00	.00	2,500	.0
51-00-6216	CHEMICALS-SODIUM HYDROXIDE	2,009.20	.00	.00	1,851.60	4,500	41.2
51-00-6500	MISCELLANEOUS EXPENSES	.00	152.46	.00	.00	0	.0
51-00-7010	OFFICE EQUIP/COMPUTERS	.00	.00	.00	2,475.00	1,000	247.5
51-00-7011	COMPUTER SOFTWARE	46.88	.00	.00	54.03	0	.0
51-00-9110	CAPITAL IMPROVEMENTS - OTHER	.00	7,034.96	.00	.00	0	.0
	TOTAL OPERATIONAL EXPENDITURES	346,358.29	512,866.66	48,411.50	563,370.64	670,240	84.1
	DISTRIBUTION EXPENDITURES						
51-15-4102	SALARIES	25,744.80	32,085.78	4,525.20	39,218.40	26,148	150.0
51-15-4103	HOURLY	52,410.94	50,587.51	5,087.82	42,948.53	79,688	53.9
51-15-4104	OVERTIME	771.95	3,989.79	191.38	3,326.16	4,500	73.9
51-15-4201	FICA	4,754.25	5,230.58	593.97	5,151.17	5,607	91.9
51-15-4202	MEDICARE	1,112.09	1,223.31	138.91	1,204.75	1,513	79.6
51-15-4203	HEALTH INS.	8,414.63	8,579.55	850.50	9,092.82	8,963	101.5
51-15-4204	LIFE INS.	102.37	89.31	7.37	93.66	102	91.8
51-15-4205	DEFERRED COMP	1,548.48	382.27	776.51	6,672.00	4,000	166.8
51-15-4206	UNEMPLOYMENT	158.12	164.76	19.51	168.67	197	85.6
51-15-4207	DISABILITY INSURANCE	458.95	546.85	63.35	778.35	642	121.2
51-15-4209	DENTAL INSURANCE	385.90	336.44	29.10	338.20	392	86.3
51-15-5111	MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205	REPAIR/MAINT-DISTRIBUTION	3,534.50	1,830.05	.00	1,816.42	5,000	36.3
51-15-5206	REPAIR/MAINT HYDRANTS	.00	19.41	.00	387.69	3,000	12.9
51-15-5212	TRAINING	519.00	.00	.00	.00	350	.0
51-15-5309	CONTRACT EQUIPMENT	.00	8,391.95	.00	.00	0	.0
51-15-6003	MATERIALS/SUPPLIES/RESERVOIR	369.23	508.02	.00	420.00	1,000	42.0
51-15-6005	MATERIALS/SUPPLIES/DISTRIB.	241.00	7,747.04	222.54	3,446.30	6,000	57.4
51-15-6006	MATERIALS/SUPPLIES/HYDRANT	.00	338.88	.00	.00	5,000	.0
51-15-6022	SAFETY ITEMS	254.79	164.98	.00	239.98	1,000	24.0
51-15-6025	TOOLS	55.43	509.62	4,500.00	4,500.00	1,000	450.0
51-15-7006	METERS/ANTENNA READ BOX	7,808.01	71,363.76	.00	37,160.28	0	.0
	TOTAL DISTRIBUTION EXPENDITURES	108,644.44	194,089.86	17,006.16	156,963.38	155,602	100.9
	DEPARTMENT 72						
51-72-7310	WTP UPGRADES	.00	13,710.00	.00	897,729.12	890,000	100.9
51-72-7320	WATER DISTRIBUTION PROJECTS	29,524.67	4,237.00	296,058.02	2,173,961.81	3,950,000	55.0
	TOTAL DEPARTMENT 72	29,524.67	17,947.00	296,058.02	3,071,690.93	4,840,000	63.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CAPITAL EXP. PROJECTS						
51-73-7310	MATTIE DAM IMPROVEMENTS	.00	104,925.42	.00	.00	0	.0
51-73-7320	HIGHWAY 103 WATER IMPVMTS	.00	173,637.86	.00	.00	0	.0
	TOTAL CAPITAL EXP. PROJECTS	.00	278,563.28	.00	.00	0	.0
	DEBT SERVICE						
51-79-5108	BANK FEES	.00	105.00	.00	.00	0	.0
51-79-8140	2004 CWCB NOTE--PRINCIPAL	44,868.87	47,164.00	.00	49,576.09	47,164	105.1
51-79-8141	2004 CWCB NOTE--INTEREST	31,704.38	29,409.25	.00	26,997.16	29,409	91.8
51-79-8144	2002 CWRPDA LOAN--PRINCIPAL	154,151.31	.00	.00	.00	0	.0
51-79-8145	2002 CWRPDA LOAN--INTEREST	3,677.66-	.00	.00	.00	0	.0
	TOTAL DEBT SERVICE	227,046.90	76,678.25	.00	76,573.25	76,573	100.0
	TOTAL FUND EXPENDITURES	711,574.30	1,080,145.05	361,475.68	3,868,598.20	5,742,415	67.4
	NET REVENUE OVER EXPENDITURES	587,658.02	1,017,160.28	(115,786.43)	(1,775,929.22)	1,079,218-	(164.6)

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

WASTEWATER FUND

	ASSETS			
52-00-1000	CASH - COMBINED FUND		750,626.73	
52-00-1125	CASH W/ FISCAL AGT--CWRPDA '19		10,000.00	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE		285,871.29	
52-00-1165	OTHER RECEIVABLES		68,064.67	
52-00-1300	LEASE ASSET - SCADA		42,245.41	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE		(18,775.74)	
52-00-1610	LAND VALUE		616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS		20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION		(7,586,424.66)	
52-00-1640	MACHINERY & EQUIPMENT		388,884.00	
	TOTAL ASSETS			14,580,888.52
	LIABILITIES AND EQUITY			
	LIABILITIES			
52-00-2010	ACCR'D COMP'D ABS-LT		20,069.30	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION		2,229.92	
52-00-2020	ACCOUNTS PAYABLE		13,442.70	
52-00-2143	LEASE LIABILITY		23,820.80	
52-00-2276	2019 STX IMPVT ADV--LT PORTION		443,390.40	
52-00-2530	2019 CWRPDA LOAN		2,563,818.15	
52-00-2531	2019 CWRPDA LOAN--CURR PORTION		96,044.33	
52-00-2532	2019 CWRPDA ACCR'D INT PAY		2,216.55	
52-00-2550	2020 CWRPDA LOAN--LT		2,707,705.09	
52-00-2551	2020 CWRPDA LOAN--CURR PORTION		95,327.59	
52-00-2552	2020 CWRPDA ACCR'D INT PAY		2,335.86	
	TOTAL LIABILITIES			5,970,400.69
	FUND EQUITY			
52-00-2600	FUND BALANCE		6,477,112.67	
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	733,195.86		
	BALANCE - CURRENT DATE		1,543,454.16	
	TOTAL FUND EQUITY			8,610,487.83
	TOTAL LIABILITIES AND EQUITY			14,580,888.52

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CARRY OVER						
52-00-3130	SALES TAXES	.00	466,662.61	38,626.08	477,228.99	511,875	93.2
	TOTAL CARRY OVER	.00	466,662.61	38,626.08	477,228.99	511,875	93.2
	CHARGES FOR SERVICES						
52-00-3411	USER FEES	1,167,867.17	1,356,309.58	191,192.03	1,180,285.78	1,328,450	88.9
52-00-3415	LATE CHARGES	11,985.39	8,779.42	3,035.95	13,265.98	11,000	120.6
52-00-3421	SERVICE	2,905.73-	.00	.00	.00	0	.0
52-00-3422	TAP FEES	12,053.00	.00	.00	13,372.00	20,000	66.9
	TOTAL CHARGES FOR SERVICES	1,188,999.83	1,365,089.00	194,227.98	1,206,923.76	1,359,450	88.8
	MISCELLANEOUS						
52-00-3601	INTEREST EARNED	10,894.70	42,225.83	2,220.80	58,718.73	30,000	195.7
52-00-3699	OTHER INCOME	9,729.45	4,800.00	900.00	6,200.00	5,000	124.0
	TOTAL MISCELLANEOUS	20,624.15	47,025.83	3,120.80	64,918.73	35,000	185.5
	SOURCE 37						
52-00-3720	CDPHE GRANTS	25,000.00	.00	.00	.00	0	.0
	TOTAL SOURCE 37	25,000.00	.00	.00	.00	0	.0
	SOURCE 38						
52-00-3890	DOLA GRANT	88,128.20	.00	.00	.00	875,000	.0
	TOTAL SOURCE 38	88,128.20	.00	.00	.00	875,000	.0
	TOTAL FUND REVENUE	1,322,752.18	1,878,777.44	235,974.86	1,749,071.48	2,781,325	62.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	OPERATIONAL EXPENDITURES						
52-00-4102	SALARIES	.00	32,434.29	5,946.00	51,532.00	84,703	60.8
52-00-4103	HOURLY	97,277.26	96,964.14	10,326.16	90,465.47	103,464	87.4
52-00-4104	OVERTIME	989.68	5,321.05	295.43	4,967.53	6,500	76.4
52-00-4105	HOLIDAY	.00	745.60	289.20	1,022.00	700	146.0
52-00-4201	FICA	5,685.28	7,850.38	993.45	8,615.81	8,916	96.6
52-00-4202	MEDICARE	1,329.52	1,835.73	232.30	2,014.66	2,083	96.7
52-00-4203	HEALTH INSURANCE	23,900.55	33,201.74	3,158.79	34,812.13	33,377	104.3
52-00-4204	LIFE INS.	138.68	174.99	14.00	170.61	202	84.5
52-00-4205	DEFERRED COMP	3,470.31	4,509.38	1,447.60	10,846.16	6,000	180.8
52-00-4206	UNEMPLOYMENT	196.19	270.86	33.66	295.57	309	95.7
52-00-4207	DISABILITY INSURANCE	526.04	1,045.81	108.45	1,348.40	1,276	105.7
52-00-4209	DENTAL INSURANCE	1,372.08	1,691.20	98.80	1,340.20	1,988	67.4
52-00-5000	PLANT OPERATIONS CONTRACTUAL	30,172.85	22,014.31	.00	9,453.03	40,000	23.6
52-00-5101	LEGAL	.00	.00	.00	.00	2,500	.0
52-00-5102	AUDIT	2,600.00	3,562.50	.00	2,825.00	5,000	56.5
52-00-5103	DESIGN/ENGINEERING	3,282.00	.00	.00	306.00	5,000	6.1
52-00-5104	FINANCIAL SERVICES	.00	22,255.30	.00	13,106.46	20,000	65.5
52-00-5108	OTHER PROFESSIONAL FEES	14,324.70	14,277.25	887.50	25,630.39	25,000	102.5
52-00-5109	PROCESS CONTROL EQUIPMENT	162.51	3,287.82	.00	1,061.93	5,000	21.2
52-00-5201	LAB TESTS	13,253.60	16,130.74	525.60	7,898.71	13,000	60.8
52-00-5202	DISPOSAL-TRASH	5,020.50	5,440.50	453.00	5,436.00	5,800	93.7
52-00-5204	REPAIR/MAINT.-PLANT	4,286.60	8,077.23	5.97	2,133.89	40,000	5.3
52-00-5206	CH. CREEK SAN DIST MAINT FEE	1,675.00	2,034.00	500.00	5,671.00	2,000	283.6
52-00-5207	REPAIR/MAINT-SERVICES	3,462.58	7,692.36	.00	3,340.22	8,000	41.8
52-00-5208	REPAIR MAINT - INSTRUMENTS	48.30	449.04	.00	3,877.59	1,500	258.5
52-00-5209	INSTRUMENT CALIBRATION	.00	22,554.80	.00	21,849.25	25,000	87.4
52-00-5212	TRAINING	1,012.55	1,518.48	.00	2,345.00	2,000	117.3
52-00-5213	MEDICAL	.00	.00	.00	.00	100	.0
52-00-5215	EMPLOYEE INCENTIVE	315.00	871.55	284.13	424.13	0	.0
52-00-5250	SLUDGE REMOVAL	25,331.35	39,519.27	1,314.00	40,862.50	33,000	123.8
52-00-5300	CIRSA W/C INSURANCE	2,909.92	3,348.24	.00	4,964.07	4,000	124.1
52-00-5301	CIRSA P/C INSURANCE	8,777.15	14,032.17	.00	21,771.18	16,000	136.1
52-00-5302	DISCHARGE PERMITS/LICENSES	4,630.00	5,082.99	.00	10,000.80	2,500	400.0
52-00-5303	TELEPHONE	857.60	1,075.54	204.81	1,604.25	1,000	160.4
52-00-5305	TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309	CONTRACT OFFICE EQUIPMENT	17,820.00	16,200.00	1,620.00	19,440.00	20,000	97.2
52-00-5310	POSTAGE & SHIPPING	1,616.92	1,310.19	.00	1,888.68	1,000	188.9
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	260.16	300	86.7
52-00-5325	PRINTING	25.28	1,215.02	.00	785.68	500	157.1
52-00-5330	COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
52-00-5335	CELL/INTERNET SERVICE	33,545.13	30,852.81	215.68	28,834.66	34,000	84.8
52-00-5390	UCCWA	1,313.09	2,062.00	.00	2,062.00	2,062	100.0
52-00-6001	UTILITIES	160,060.04	181,682.66	8,469.34	182,109.97	200,000	91.1
52-00-6004	MATERIALS/SUPPLIES/PLANT	2,870.40	2,432.32	.00	3,067.07	4,200	73.0
52-00-6007	MATERIALS/SUPPLIES/EQUIP	588.17	1,142.52	.00	.00	3,000	.0
52-00-6010	MATERIALS/SUPPLIES/OFFICE	832.61	1,224.25	.00	333.22	2,000	16.7
52-00-6012	GAS/OIL-EQUIPMENT	1,850.01	130.56	.00	1,607.66	3,000	53.6
52-00-6022	SAFETY ITEMS	798.83	62.28	.00	945.37	800	118.2
52-00-6025	TOOLS	135.24	13.99	.00	232.30	800	29.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6030	UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040	OCCUPATIONAL EQUIP/SAFETY	24.98	374.65	.00	10.18	500	2.0
52-00-6150	FLEET MAINT	64.20	859.64	.00	1,039.93	2,000	52.0
52-00-6191	FLEET FUEL	3,602.33	2,639.16	61.37	2,082.01	4,000	52.1
52-00-6192	FLEET TIRES	.00	645.43	.00	406.00	1,500	27.1
52-00-6193	FLEET SUPPLIES	26.04	51.34	.00	5.99	250	2.4
52-00-6201	CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205	CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	300	.0
52-00-6207	CHEMICALS/LAB	14,368.19	12,584.71	438.67	4,386.52	19,000	23.1
52-00-6210	CHEMICALS-MISC.	17,884.11	9,889.97	.00	13,735.05	20,000	68.7
52-00-7010	OFFICE EQUIP/COMPUTER	.00	.00	.00	2,475.00	1,000	247.5
52-00-7011	COMPUTER SOFTWARE	46.87	.00	.00	47.98	0	.0
52-00-9110	CAPITAL IMPROVEMENTS - OTHER	.00	7,034.96	.00	.00	0	.0
	TOTAL OPERATIONAL EXPENDITURES	514,480.24	651,677.72	37,923.91	657,747.37	829,630	79.3
	COLLECTIONS EXPENDITURES						
52-16-4102	SALARIES	25,744.80	32,085.78	4,525.20	39,218.40	26,148	150.0
52-16-4103	HOURLY	52,409.58	50,587.36	5,087.82	42,948.47	79,688	53.9
52-16-4104	OVERTIME	771.95	3,989.66	191.38	3,326.09	5,000	66.5
52-16-4201	FICA	4,753.74	5,230.14	593.95	5,150.76	5,606	91.9
52-16-4202	MEDICARE	1,111.67	1,223.20	138.90	1,204.70	1,513	79.6
52-16-4203	HEALTH INSURANCE	8,414.35	8,579.50	850.51	9,092.80	8,963	101.5
52-16-4204	LIFE INS.	102.04	89.06	7.33	93.24	102	91.4
52-16-4205	DEFERRED COMP	1,548.36	382.28	776.51	6,671.78	3,175	210.1
52-16-4206	UNEMPLOYMENT	157.60	164.62	19.42	168.17	197	85.4
52-16-4207	DISABILITY INSURANCE	458.84	546.70	63.33	778.10	642	121.2
52-16-4209	DENTAL INSURANCE	385.91	336.44	29.10	338.20	392	86.3
52-16-5205	REPAIR/MAINT.-COLLECTION	.00	17.95	.00	449.00	2,500	18.0
52-16-5212	TRAINING	351.00	.00	.00	.00	500	.0
52-16-6005	MATERIALS/SUPPLIES/COLLECTION	1,576.15	2,509.61	.00	2,763.28	5,000	55.3
52-16-6022	SAFETY ITEMS	217.57	119.99	.00	.00	750	.0
52-16-6025	TOOLS	161.47	134.27	.00	.00	1,500	.0
52-16-6191	FLEET FUEL	.00	50.98	.00	.00	0	.0
52-16-7007	EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
	TOTAL COLLECTIONS EXPENDITURES	98,165.03	106,047.54	12,283.45	112,202.99	142,676	78.6
	DEPARTMENT 72						
52-72-7310	WWTP UPGRADES	228,030.64	95,120.00	.00	.00	200,000	.0
52-72-7320	WW COLLECTION PROJECTS	.00	13,527.40	.00	27,477.78	3,000,000	.9
	TOTAL DEPARTMENT 72	228,030.64	108,647.40	.00	27,477.78	3,200,000	.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

WASTEWATER FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	DEBT SERVICE						
52-79-8101	2020 CWRPDA--PRINCIPAL	94,380.24	94,852.73	.00	95,327.59	94,734	100.6
52-79-8102	2020 CWRPDA--INTEREST	14,843.50	14,371.01	.00	13,896.15	14,490	95.9
52-79-8109	2019 CWRPDA--PRINCIPAL	95,089.86	95,565.91	.00	96,044.33	95,446	100.6
52-79-8110	2019 CWRPDA--INTEREST	14,133.88	13,657.83	.00	13,179.41	13,778	95.7
	TOTAL DEBT SERVICE	218,447.48	218,447.48	.00	218,447.48	218,448	100.0
	TOTAL FUND EXPENDITURES	1,059,123.39	1,084,820.14	50,207.36	1,015,875.62	4,390,754	23.1
	NET REVENUE OVER EXPENDITURES	263,628.79	793,957.30	185,767.50	733,195.86	1,609,429-	45.6

CITY OF IDAHO SPRINGS
BALANCE SHEET
DECEMBER 31, 2024

PARKING ENTERPRISE FUND

	ASSETS			
59-00-1000	CASH - COMBINED FUND		1,087,119.27	
59-00-1165	OTHER RECEIVABLES		39,961.63	
59-00-1350	CONSTRUCTION IN PROGRESS		296,723.17	
	TOTAL ASSETS			1,423,804.07
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
59-00-2900	RETAINED EARNINGS	956,819.57		
	REVENUE OVER EXPENDITURES - YTD	466,984.50		
	BALANCE - CURRENT DATE		1,423,804.07	
	TOTAL FUND EQUITY			1,423,804.07
	TOTAL LIABILITIES AND EQUITY			1,423,804.07

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

PARKING ENTERPRISE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CHARGES FOR SERVICES						
59-00-3491	PARKING FEES	351,072.45	579,955.91	134,861.36	685,786.46	550,000	124.7
	TOTAL CHARGES FOR SERVICES	351,072.45	579,955.91	134,861.36	685,786.46	550,000	124.7
	MISCELLANEOUS						
59-00-3601	INTEREST EARNED	1,891.53	11,441.77	3,216.35	29,127.90	7,000	416.1
	TOTAL MISCELLANEOUS	1,891.53	11,441.77	3,216.35	29,127.90	7,000	416.1
	SOURCE 37						
59-00-3790	CDOT CONTRIBUTION	.00	.00	.00	.00	2,650,000	.0
	TOTAL SOURCE 37	.00	.00	.00	.00	2,650,000	.0
	SOURCE 38						
59-00-3891	P.I.L.O. CONSTRUCTION	.00	10,000.00	166.67	1,833.37	0	.0
	TOTAL SOURCE 38	.00	10,000.00	166.67	1,833.37	0	.0
	TOTAL FUND REVENUE	352,963.98	601,397.68	138,244.38	716,747.73	3,207,000	22.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

PARKING ENTERPRISE FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	CAPITAL EXPENSES						
59-70-4102	SALARIES	.00	.00	.00	.00	29,244	.0
59-70-5108	DESIGN/ENGINEERING	.00	175,906.20	.00	21,263.23	2,800,000	.8
59-70-7901	CAPITAL PROJECTS	.00	19,542.69	.00	228,500.00	200,000	114.3
59-70-7905	MOBILITY HUB PROJECT	.00	51,938.00	.00	.00	0	.0
59-70-7906	CAPITAL PROJ - PARKING IMPROVE	.00	71,522.97	.00	.00	0	.0
	TOTAL CAPITAL EXPENSES	.00	318,909.86	.00	249,763.23	3,029,244	8.3
	TOTAL FUND EXPENDITURES	.00	318,909.86	.00	249,763.23	3,029,244	8.3
	NET REVENUE OVER EXPENDITURES	352,963.98	282,487.82	138,244.38	466,984.50	177,756	262.7

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 7, Series 2025

A RESOLUTION APPROVING THE AMENDMENT AND RESTATEMENT OF THREE (3) EASEMENT AGREEMENTS AND THE TERMINATION OF ONE (1) EASEMENT AGREEMENT PREVIOUSLY ENTERED INTO BY THE CITY, ARGO HOLDINGS LLC AND MARY JANE LOEVLIE, CONCERNING THE MIGHTY ARGO REDEVELOPMENT PROJECT AND VIRGINIA CANYON MOUNTAIN PARK, TO FINALIZE THE SCOPE OF CERTAIN LEGAL DESCRIPTIONS, ELIMINATE DUPLICATION AND CORRECT AN EXHIBIT ERROR

WHEREAS, in June of 2019, the City of Idaho Springs, Colorado ("City") approved the Mighty Argo & Virginia Canyon Mountain Park (VCMP) Planned Development zoning; and

WHEREAS, a condition of said zoning was the negotiation, approval and execution of a Development Plan among all property owners within the zoned area to address the parties' respective obligations concerning certain improvement and amenities, some of which are likely to be located across multiple parties' properties and to benefit more than one party or parcel; and

WHEREAS, through the adoption of Resolution No. 17, Series 2019, the City Council approved a Development Agreement under which the parties agreed to grant and convey to one another in the future a series of access and easement agreements to their mutual benefit; and

WHEREAS, in 2020, by Resolution No 13, Series 2020, Argo Holdings, LLC and Mary Jane Loevlie obtained approval of an FDP for what is known as Phase One of the Mighty Argo redevelopment project, specifically including the construction of an aerial gondola, related access and parking structures and associated public amenities (the "Project"); and

WHEREAS, consistent with the approved Project and the Development Agreement, over the course of 2019 and 2020, the parties finalized, executed and recorded the four (4) access and easement agreements expressly required by the Development Agreement; and

WHEREAS, each of those previously-executed agreements now require updating to more accurately reflect the intended scope or purpose of the easement area, to correct an exhibit recording error and to eliminate an easement that is now duplicated, respectively; and

WHEREAS, the City Council finds that each of the amended and restated easement agreements, as well as the terminated and released agreement, remain consistent and compliant with the previously approved Development Agreement, the approved Project and the parties' prior negotiations concerning their mutual interests in access over and through each other's properties; and

WHEREAS, the City Council therefore wishes to approve said agreements, all as further set forth herein.

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

The above and foregoing recitals are hereby incorporated by reference as specific findings of the City Council.

The City Council hereby approves the three (3) Amended and Restated Easement Agreements by and between the City, Argo Holdings LLC, Miners Point Ventures, LLC and Mary Jane Loevlie, and the Termination and Release of Easement Agreement, by and between the City, Argo Holdings LLC, and Mary Jane Loevlie, for the reasons set forth herein.

The City Attorney is authorized to approve minor modifications to these approved agreements as to form that do not modify the substance of the same. Once verified by the City Attorney to be in final form, the Mayor and City Clerk are authorized to execute each agreement approved hereby and to perform such other acts as are necessary to accomplish their effectiveness.

RESOLVED, APPROVED, and ADOPTED this 27th day of January, 2025.

_____
Chuck Harmon, Mayor

ATTEST:

_____
Diane Breece, City Clerk

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement") is effective as of _____, 2025 by and between the **City of Idaho Springs, Colorado, a** Colorado municipal corporation and statutory city (the "City"), **Miners Point Ventures, LLC, a Colorado limited liability company** ("MPV"), **Argo Holdings LLC**, a Colorado limited liability company ("Argo Holdings"), and **Mary Jane Loevlie**, an individual ("Loevlie"). The City, Argo Holdings, MPV, and Loevlie may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. This Agreement amends, restates, and supersedes that certain Easement Agreement dated September 30, 2019, entered into by and between the City, Argo Holdings, and Loevlie, and recorded at Reception Number 293439 with the Clerk and Recorder of Clear Creek County, Colorado.

B. The City is the fee owner of record of certain property known and designated as Virginia Canyon Mountain Park, shown and designated as Use Areas 3, 2C, and portions of 2A (the "Park") on that certain Planned Development for the Mighty Argo & Virginia Canyon Mountain Park Mixed-Use Development approved by the City on June 10, 2019 and recorded with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 293437, as shown on **Exhibit A**, attached hereto and incorporated herein (the "PD").

C. Argo Holdings [and MPV, depending on timing of execution/recording of this Agreement] is the fee owner of record of the real property located at 2350 Riverside Drive, Idaho Springs, Colorado 80452, commonly referred to as the Argo Property, shown and designated as Use Area 1 on the PD ("Argo Property").

D. Loevlie is the fee owner of record of the real property shown and designated as Use Area 2B and a portion of Use Area 2A on the PD ("Loevlie Property"), a portion of which is leased by MPV pursuant to that certain Ground Lease Agreement between MPV and Loevlie.

E. As a condition of the approval of the PD and that certain Public-Private Development Agreement entered into between the City, Argo Holdings, and Loevlie ("Development Agreement"), the Parties agreed to provide certain easements and access for the mutual benefit of the Parties related to the development of the Park and Gondola (as defined below).

F. As a condition of the approval of the PD and Development Agreement, the Parties have agreed to provide certain easements for the mutual benefit of the Parties.

G. MPV intends to develop, construct, use, manage, operate, and maintain a detachable gondola lift and related improvements and utilities ("Gondola") in, on, under, over, across, and through the Park, the Loevlie Property, and Argo Property (collectively, the "Properties") and desires the permanent use of and access to and from the Gondola in, over, across, and through the Park.

H. MPV desires an easement in, on, under, over, across, and through the Park and the Loevlie Property for the purpose of constructing, maintaining, repairing, replacing, operating, and using the Gondola and uses incidental thereto.

I. The City and Loevlie agree to convey such easements in, on, under, over, across, and through the Park and Loevlie Property, and MPV accepts such easements, subject to the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Argo Holdings, [MPV], and Loevlie agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein

2. City Grant of Permanent Gondola Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby conveys to MPV and Argo Holdings, its assigns, and successors, a permanent non-exclusive easement one hundred (100) feet in width, in, on, under, over, across, and through the Park, as more particularly described and depicted on **Exhibit B**, attached hereto and incorporated herein by reference ("City Gondola Easement"), for the purpose of ingress and egress to and from the Gondola and uses incidental to the use and operation of the Gondola, and for the construction, installation, inspection, maintenance, repair, removal, use, management, and operation of the Gondola, related utilities and uses incidental thereto within the City Gondola Easement area (collectively, the "City Gondola Easement Activities"). MPV and Argo Holdings hereby acknowledges and agrees that it accepts the City Gondola Easement in an "as is" condition, subject to all patent or latent defects or problems of any kind or nature. Additionally, the City hereby grants to MPV, Argo Holdings, and Loevlie reasonable ingress and egress over the surface of the Park for the purposes of conducting the City Gondola Easement Activities, and otherwise for the use and enjoyment of the City Gondola Easement as contemplated herein and the performance of the Parties' obligations and duties hereunder.

3. Loevlie Grant of Permanent Gondola Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Loevlie hereby conveys to MPV, [Argo Holdings], its assigns, and successors, a perpetual non-exclusive easement one hundred (100) feet in width, in, on, under, over, across, and through the Loevlie Property, also as described and depicted on **Exhibit C**, attached hereto and incorporated herein by reference ("Loevlie Gondola Easement"), for the purpose of ingress and egress to and from

the Gondola and uses incidental to the use and operation of the Gondola, and for the construction, installation, inspection, maintenance, repair, removal, use, management, and operation of the Gondola, related utilities and uses incidental thereto within the Loevlie Gondola Easement area (collectively, the "Loevlie Gondola Easement Activities"). MPV [Argo Holdings] hereby acknowledges and agrees that it accepts the Loevlie Gondola Easement in an "as is" condition, subject to all patent or latent defects or problems of any kind or nature. Additionally, Loevlie hereby grants to MPV, Argo Holdings, reasonable ingress and egress over the surface of the Park for the purposes of conducting the Loevlie Gondola Easement Activities, and otherwise for the use and enjoyment of the Loevlie Gondola Easement as contemplated herein and the performance of the Parties' obligations and duties hereunder.

4. Grant of Temporary Construction Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby conveys to MPV a temporary, nonexclusive easement, fifty feet beyond the boundary of the City Gondola Easement, upon, over, across, under and through the Park (the "Temporary Construction Easement") for the purpose of conducting any and all activities related to the City Gondola Easement, including but not limited to storage of materials, vehicles, and equipment and construction of temporary facilities, as may be reasonably necessary or appropriate in connection with the development, construction, and use of the Gondola (collectively the "Temporary Construction Easement Activities"). MPV shall have reasonable ingress and egress over the surface of the Park for the purposes of conducting the Temporary Construction Easement Activities, and otherwise for the use and enjoyment of the Temporary Construction Easement as contemplated herein and the performance of the MPV's obligations and duties hereunder.

The City Gondola Easement, Loevlie Gondola Easement and the Temporary Construction Easement shall collectively be referred to as the "Easements". The Loevlie Easement Activities, the City Gondola Easement Activities, and the Temporary Construction Easement Activities shall collectively be referred to as the "Easement Activities".

5. Term of Temporary Construction Easement. The term of the Temporary Construction Easement shall commence on the Effective Date and shall continue until one hundred eighty (180) days after commencement of operations of the Gondola ("Term").

6. Additional Easement Activities. In addition to any and all Easement Activities described in Paragraphs 2, 3, and 4 above, the Easements may be used by MPV [Argo Holdings] and its employees, contractors, and agents ("Argo Parties") for ingress and egress to and from the Park to the Easements and the Gondola, and shall include the absolute right of MPV, [Argo Holdings], and the Argo Parties to construct, install, maintain, repair, remove, replace, operate, manage, and use all improvements, utilities, fixtures and features necessary or desirable for the use and operation of the Gondola on, in, over, under, across and through the Easements areas. The Easement Activities shall also include, but are not limited to, the use and construction with asphalt, concrete and other surface material, gravel and other base material or subsurface material that is necessary to the use and operation of the Gondola, as well as pilings, foundations, railings, stairs, landings, ramps, retaining walls, bridges, culverts and other drainage facilities, as well as signs and any other

improvements, fixtures, and features necessary or desirable for the use, management and operation of the Gondola. MPV, [Argo Holdings], and the Argo Parties are specifically authorized to use motorized vehicles, explosive materials, and equipment on, in and through the Easements area subject to the Compliance requirements set forth under Subsection 11(a) below, for the construction, repair, maintenance, replacement, use, operation, and management of the Gondola, and for snowplowing, emergency, and health/safety purposes by MPV. The City and Loevlie also acknowledge and agree that invitees and licensees of MPV and the Argo Parties are permitted to use the Easements pursuant to the terms and conditions set forth herein.

7. Restoration; Ownership of Improvements. MPV, at its sole cost and expense, shall repair and restore all portions of the Park and Easements materially damaged in connection with any Easement Activities under this Agreement to substantially the same condition existing prior to such damage (excepting any permitted Easement Activities and related uses described in this Agreement). This obligation shall survive termination of this Agreement, as MPV expressly agrees to repair or restore all portions of the Park and Easements disturbed in connection with any Easement Activities under this Agreement, including but not limited to the removal of all Gondola structures and related improvements, should this Agreement terminate. The Parties agree that any and all Gondola structures, fixtures, equipment, and related improvements constructed or located on the Easements, whether prior to or after to effective date of this Agreement shall at all times be the property of and remain solely owned by MPV, whether or not such Gondola improvements are affixed or permanently located in, on, or under the Easements.

8. Maintenance and Repair. MPV, at its sole cost and expense, shall maintain and repair the Easement areas. MPV shall have the right, to cut, trim, control, and remove trees, brush and other obstructions located within the Easements or upon that portion of the Park immediately adjacent to the Easements which injure or unreasonably interfere with MPV's (i) use of the Easements, (ii) Easement Activities, or (iii) the use, operation, or management of the Gondola, without liability for damages arising therefrom unless arising from an Argo Party's willful and wanton conduct. Except when removal is necessary to prevent or alleviate an imminent threat to persons or property, MPV agrees to provide the City with at least fourteen (14) days' notice of its intent to remove any tree or other significant piece of vegetation or natural feature before such removal (notwithstanding the foregoing, it being agreed by the Parties that MPV and the Argo Parties shall be permitted to remove any such trees or vegetation in furtherance of its Easement Activities). MPV further agrees to consider, but it is not obligated to accept, any proposed alternative to the removal of a natural feature if presented one or more proposed alternatives by the City within said fourteen (14) day period. Except as otherwise set forth in this Agreement, the City shall not alter the Easements area or any of MPV's improvements, fixtures or features located on or within the Easements, provided however, the City shall have no affirmative duty to maintain or repair the Easements, any of the vegetation or MPV's improvements, fixtures or features located thereon.

9. Use of Easements Area. The City and Loevlie each retain the right to the use and occupancy of the Easements insofar as such use and occupancy is consistent with the terms of this Agreement and does not interfere with the MPV's use of the Easements in any material

respect. The City and Loevlie shall neither cause nor permit the construction or placement of any structure, building, improvement, fence, fixture, other obstruction, or any tree, woody plant or other vegetation, of any kind, on any part of the Easements that impair, obstruct or inhibit the use, activities, or access provided for herein.

10. Minerals. The City and Loevlie reserve all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character in their respective Easements.

11. Compliance. MPV, in undertaking any of the use and Easement Activities described herein, shall comply with the following conditions and requirements:

(a) MPV and the Argo Parties shall undertake such use and activities in accordance with all applicable federal, state, county and local laws, rules, codes and regulations, including but not limited to any rules, regulations, and stipulations under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") that may apply. Prior to the commencement of any work or Easement Activities pursuant to this Agreement, MPV shall obtain all permits and licenses, if any, required to undertake such work and activities, and any work shall be completed in a good and workmanlike manner.

(b) MPV shall keep the Easements free of any liens or encumbrances caused by any act or omission of MPV or the Argo Parties, including any mechanic's liens or any other liens for labor or materials.

12. Risk; Indemnity.

(a) Assumption of Risk. Except to the extent of the City's gross negligence or intentional acts, the City shall not be liable to MPV or any of the Argo Parties, invitees, or users of the Easements for: (i) any damage to personal property occurring on the Easements or to MPV or any of the Argo Parties arising from MPV's or the Argo Parties' performance of duties related to this Agreement, or the use of the Easements or of others over whom the City exercises no control, located in, on or about the Park, including on the Easements, (ii) the loss of or damage to any property of MPV or any of the Argo Parties or of others by theft or otherwise, or (iii) any injury or damages to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, floods, or leaks on the Park, including on the Easements. All personal property of MPV or the Argo Parties used, kept or stored on the Easements shall be used, kept or stored at the sole risk of MPV and the Argo Parties.

(b) Except to the extent of the Loevlie's gross negligence or intentional acts, Loevlie shall not be liable to the City, MPV, or any of the Argo Parties, or invitees, or users of the Easements for: (i) any damage to personal property occurring on the Easements or to the City or MPV or any of the Argo Parties arising from the City's, MPV's or the Argo Parties' performance of duties related to this Agreement, or the public's use of the Easements, or of others over whom Loevlie exercises no control,

located in, on or about the Park, including on the Easements, (ii) the loss of or damage to any property of the City or MPV or any of the Argo Parties or of others by theft or otherwise, or (iii) any injury or damages to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, floods, or leaks on or about the Properties, including the Easements. All personal property of MPV or the Argo Parties used, kept or stored on the Loevlie Gondola Easement shall be used, kept or stored at the sole risk of MPV and the Argo Parties.

(c) Indemnity. MPV will indemnify and hold the City and Loevlie harmless from and against any and all loss, cost, expense (including reasonable attorney's fees), claims, demands, causes of action, liability or damages arising from any claims against the City or Loevlie by any third party to the extent that such loss, cost, expense, claims, demands, causes of action, liability or damages result from or arise out of any negligence of MPV, any of the Argo Parties, or any other persons or entities occupying or using the Easements by, through, or under MPV, which are in any way related to MPV's use of the Easements.

13. Termination. The Parties agree and acknowledge that this Agreement is necessitated by the Gondola project, as expressed by the approved PD and Development Agreement. MPV, at its sole discretion, retains the right to terminate and release its rights as herein granted, by written instrument, should it decide to abandon the Gondola project or otherwise surrender its rights hereunder, at any time.

14. Runs With the Land. Except as otherwise expressly provided herein, the benefits and burdens of the Easements are intended to run with the land and shall inure to and be binding upon the respective legal representatives, successors and assigns of the Parties hereto.

15. Recording. This Agreement shall be recorded by the City.

16. Entire Agreement. This Agreement constitutes the whole agreement between the Parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument.

17. CGIA. Nothing herein shall be deemed or construed as a waiver by the City of any rights, immunities, limitations, or protections afforded to it under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.), as now or hereafter amended, or otherwise available at law or equity, and MPV shall have no obligation to insure or indemnify the City except as otherwise provided herein.

18. Enforcement; Attorneys Fees. In the event that any Party is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

19. Funds. All direct and indirect financial obligations of the City under this Agreement are subject to the annual appropriation of funds by the City of Idaho Springs City Council. No provision of this Agreement will be or interpreted: (a) to directly or indirectly obligate the City to make any payment in any fiscal year in excess of amounts appropriated by the City for such fiscal year; or (b) as creating a debt or multiple fiscal year direct debt or other financial obligation whatsoever of the City within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

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

21. Compliance with Laws. MPV and the Argo Parties shall comply with all federal, state, and local statutes, ordinances, rules, regulations, and orders in connection with their use of the Easements and the Easement Activities.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

23. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by agreement of all of the then-current owners of the Properties, by written instrument duly executed and recorded.

24. Miscellaneous. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement is not intended to and shall not create in the public or any individual member of the public or any other party, a third party beneficiary relationship, nor authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement or enforcement of any of the terms of the same. Nothing herein shall be deemed a waiver of MPV, Argo Holdings, or Loevlie's rights with respect to limitations of liability to third parties engaging in recreational opportunities on the Properties, pursuant to C.R.S. § 33-41-103.

25. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

[signature page to follow]

IN WITNESS WHEREOF the Parties have executed this instrument as of the day and year first above written.

CITY:

CITY OF IDAHO SPRINGS, COLORADO

ATTEST:

By:_____
_____, City Clerk

By:_____
_____, Mayor

ARGO HOLDINGS:

ARGO HOLDINGS LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

LOEVLIE:

MARY JANE LOEVLIE

By: _____

MPV:

MINERS POINT VENTURES, LLC, a Colorado limited liability company

By:_____

Print Name:_____

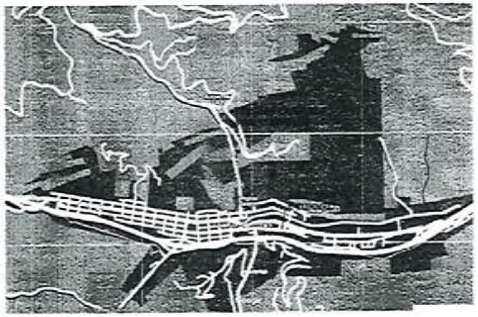
Title:_____

APPROVED AS TO FORM:

MINERS POINT VENTURES, LLC	**CITY OF IDAHO SPRINGS**
By: _____	By: _____
Mike Fredregill, Attorney-in-Fact	Carmen Beery, City Attorney

Exhibit A
PD
[see attached]

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey map or plat and does not purport to be one. It is given without liability or warranty as to its correctness, and is not to be relied upon for the purpose of determining boundaries, distances, location of easements, acreage or other matters shown thereon.



VICINITY MAP
SCALE: 1" - 1,280'

SIGNATURE AND NOTARY AREA

PROPERTY OWNERS:
ARGO HOLDINGS LLC

MARY JANE LOEVLIE — DATE 10-24-2019

ROBERT BOWLAND — DATE 10/24/2019

MARY JANE LOEVLIE

MARY JANE LOEVLIE — DATE 10-24-2019

THIS PLANNED DEVELOPMENT, TITLED MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT, WAS ACCEPTED & APPROVED THE 10 DAY OF June 2019, BY THE IDAHO SPRINGS CITY COUNCIL.

CITY OF IDAHO SPRINGS

MAYOR MIKE HILLMAN — DATE 10-24-2019

NOTARY PUBLIC:

CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF October, 2019, BY Robert Bowland, Michael Hillman, & Mary Jane Loevlie.

WHITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 02/23/2020

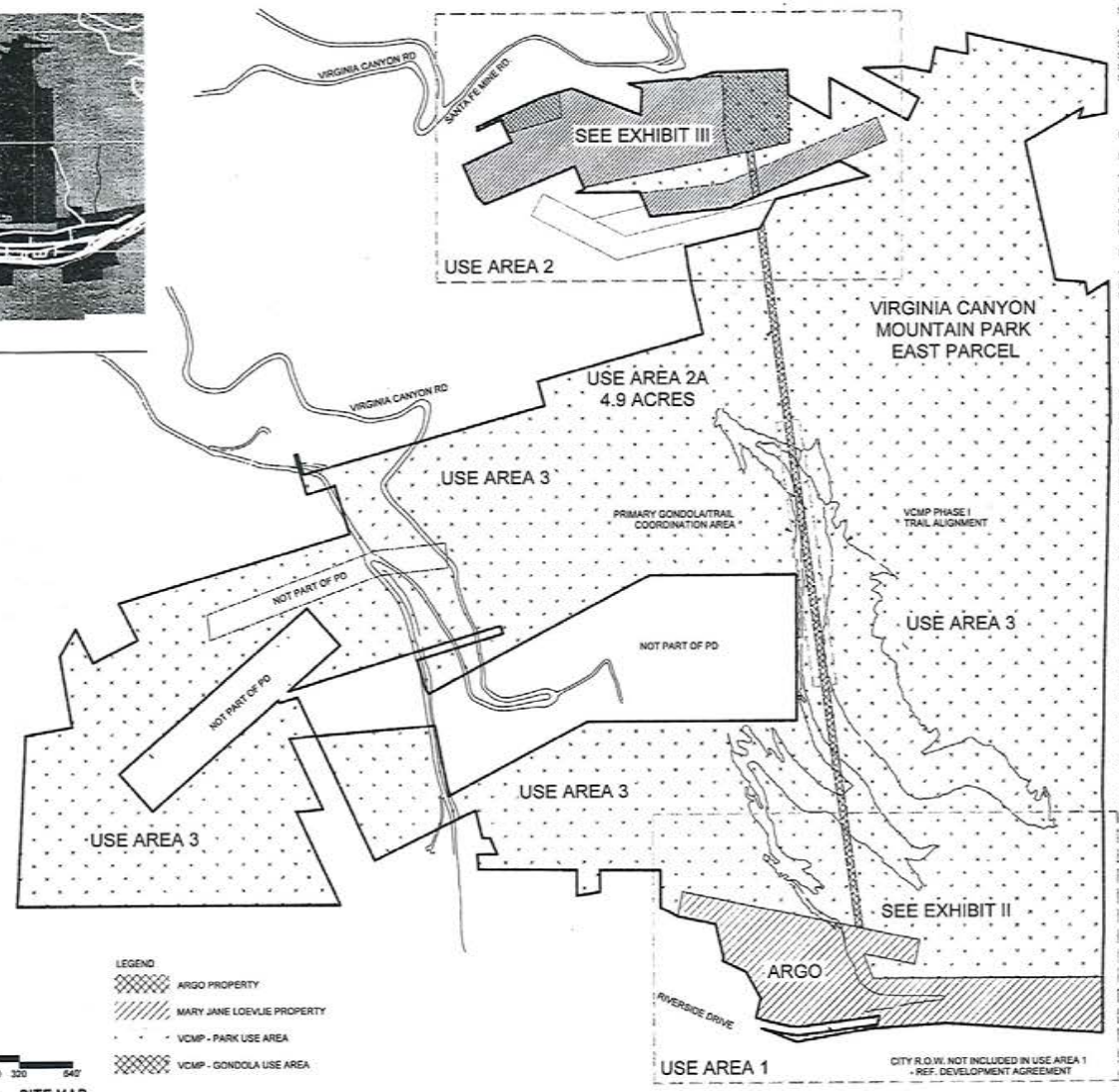
NOTARY PUBLIC

CLERK AND RECORDER:

ACCEPTED FOR FILING IN THE OFFICE OF THE CITY CLERK AND RECORDER OF IDAHO SPRINGS, COLORADO ON THIS 28th DAY OF October, 2019, AT 10:15 O'CLOCK A.M.

IDAHO SPRINGS CLERK — CLEAR CREEK RECORDER

BY: DEPUTY CLERK



SITE MAP
SCALE: 1" - 320'

SHEET INDEX

SHEET 01 - SITE & VICINITY MAPS + NOTES
SHEET 02 - SITE DESCRIPTION
SHEET 03 - ENLARGED SITE MAP @ RIVERSIDE DRIVE
SHEET 04 - ENLARGED SITE MAP @ FRANKLIN MINE ROAD
SHEET 05 - LEGAL DESCRIPTION

PLANNED DEVELOPMENT

MIGHTY ARGO AND VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT

The design intent of Mighty Argo Mixed-Use Development is to create a mixed-use base camp village. This may include museum and tour operations, gondola, multifamily residential, office uses, moderate scale retail, restaurants, hotel, shared light industrial, and shared commissary kitchen space designed to serve the neighboring community. The Project will focus on pedestrian and bicycle friendly access to public gathering places. The village feel shall be enhanced by use of limited parking directly off street located near the pedestrian sidewalks and building entries.

PURPOSE OF DEVELOPMENT

The purpose of the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development is to provide shared vision, economy, and community resource as referenced in the Memorandum of Understanding dated August 2018 and the associated Development Agreement.

1. Create a vibrant, exciting, sustainable development;
2. Provide a strong community resource along Riverside Dr. and the Greenway Trail;
3. Develop a destination to fit into the historic fabric and recreational assets of the City of Idaho Springs and Clear Creek County;
4. Virginia Canyon Mountain Park shall be used for public recreation, tourism and open space to promote health and economic growth in the community.

DEVELOPMENT AGREEMENT

Prior to approval of final development plans or associated building permits, a signed Development Agreement between all parties involved will set forth all the terms and conditions of the mutual agreement including detailed access and easement agreements; the obligations of all parties; the standards and conditions that will govern the development of the noted gondola and associated design elements in conjunction with the related land uses of Virginia Canyon Mountain Park and the neighboring private land. The Development Agreement will define benefits and impacts to the City and general public at large, like shared revenue and parking. The Development Agreement and associated Planned Development will conform to the terms of the Conveyance of Land (BLM) from Clear Creek County to the City of Idaho Springs for Recreation and Public Purposes adopted January 31, 2000.

ACCESS & EASEMENT AGREEMENT

Approval of this Planned Development is expressly conditioned upon the execution and recordation of one or more Access Agreements to achieve and guarantee the following:

1) Non-exclusive, permanent public access over, across and through the property within Use Area 1 owned by Argo Holdings, LLC, to Use Area 3 (Virginia Canyon Mountain Park) from Riverside Drive; and
2) Access over, across, and through, and use of such area(s) within Use Area 3, Use Area 2A, Use Area 2B, and Use Area 2C as are necessary for Argo Holdings, LLC, and its successors-in-interest, to construct, install maintain, operate, repair and replace the Gondola and related uses as described in this Planned Development in the location approved by this Planned Development.

The precise locations of such access and use areas shall be mutually-agreed upon by the City and Argo Holdings. The Access Agreement(s) required hereby must be approved and executed prior to the scheduling of any public hearing on a Final Development Plan for any portion of the Planned Development area.

See titleblock for Owner(s) name and information.

SHEET NOTES:

Street alignments, on Sheet 02, are conceptual. Street alignments will be determined at the time of the Final Development Plan.

Applicability Statement
Except as expressly provided within this Official Plan Development, development of this property shall conform to the City of Idaho Springs Land Development Regulations in effect at the time of building permit applications.

Standard Flexibility Statement
The graphic drawings contained in this Official Plan Development are intended to depict general locations and illustrate concepts of the textual provisions of the Official Plan Development. During the final development plan process the City Administrator may allow minor variations for the purpose of establishing:

a. Final road alignments
b. Final configuration of lot and tract sizes and shapes
c. Final building envelopes and specific locations
d. Final access and parking locations
e. Landscaping adjustments

All Open Space areas shown are conceptual. The total, within C-1 Use Areas, shall be greater than the 10% required in Section 46 East End Overlay District of the City of Idaho Springs Land Development Regulations and Municipal Regulations. The allocation of Open Spaces will be determined at the Final Development Plan, in particular the final locations, size and configurations of any pocket parks, plazas, squares of promenades in C-1 or similar areas shall be based upon final grading and site design.

The boundaries of the Use Areas and Height Zones as shown in the Plan Development graphic represent general locations for the purpose of illustrating concepts of the textual provisions of the PD, exact locations will be determined at the time of the Final Development Plan.

Road names, pedestrian ways and corridors internal to the Mighty Argo Development will be determined at Final Plan Development.

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1220, IDAHO SPRINGS, CO, 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor, Alan Tiefenbach - City Planner, Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1710 MINER ST IDAHO SPRINGS, CO, 80452

OWNER 3:
ADDRESS: Mary Jane Loevlie, PO BOX 208, IDAHO SPRINGS, CO, 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-21-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO, 80452
303-567-4871

SITE & VICINITY MAPS + NOTES
01

M-76 1/5

DESIGN INTENT OF DEVELOPMENT

The Mighty Argo and Virginia Canyon Mountain Park (VCMP) Mixed-Use Development areas are intended as a mix of lively zones of activity and natural open space, promoting mobility, connectivity, recreation and tourism and shall not obstruct critical views of the historic mill or view corridors from the multiple peaks and ridges of VCMP. It is the intent of the applicants to create a balanced community whose vision includes:

1. Environmental enhancement and preservation;
2. Historic enhancement, protection and preservation;
3. Diversified, economic growth which has been planned and is compatible with the vision of the community;
4. Adding to the quality of life for the residents of Idaho Springs and surrounding areas.
5. Publicly accessible recreation opportunities

AREA 1 consists of the following:

Mill & Tunnel and Mixed-Use Village
The Mill & Tunnel is a designated national historic site. Transparency at the ground floor may prove to be difficult although will be integrated where possible to further engage pedestrian interaction from the Plaza.
The Mixed-Use Village may be comprised of buildings, where residential and work/live units shall be primarily located above the ground floor level, allowing ground floor(s) to blend commercial, cultural, institutional, or entertainment uses through their physical location. Additional multi-family residential and boutique hotel buildings will further add to the sense of community and interest as they engage the property. Their designs shall address the scale of the natural surrounding terrain.
To help provide pedestrian connections to the adjacent Plaza, a 60% or more transparency or decks and patios at street level shall be achieved fronting the Greenway Trail and Riverside Drive. Historic precedent shall inform the final design at the ground floor level. Pedestrian engaging building elements and details will be employed where transparency is not ideal. All functional space shall be programmed to actively encourage pedestrians by providing amenities such as a mercantile and ticket counters for local attractions. The ground floor of the Mill, Mixed-Use Village and associated public spaces shall open to the Plaza and relate to it through design elements such as similar exterior lighting, street furniture, historic mill and mine artifacts, and complementary ground surfaces.

Plaza / Open Space
The public space is a crucial element to the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development. The Plaza provides a focal point (e.g., fountain, artwork, specimen tree or similar) and may include various seating opportunities, both fixed and movable. Additional open space elements tie the 27 acre Area 1 together, threading through the surrounding vertical architecture. These elements may include eateries with outdoor seating, outdoor displays for retail space, or mobile vendors and may meander from a single level to multi-level but shall be visibly and physically connected to encourage the value of public gathering. Use of outdoor stairways may be designed as an architectural feature or wide landscaped steps will accent the open space to make it inviting.

AREA 2 consists of the following:

Gondola – Area 2A
Gondola towers and associated cables connect Area 1 and the landing pad at Area 2. The cableway nods to the transportation used during the historic mining era. They are simple galvanized structures situated along the mountain side, darkened to minimize contrast with their natural surroundings. The cable line and cabins moving along the line will excite visitors and draw them to the development. Key view studies shall be provided for the Final Development Plan approval. Precedent views or comparable systems are provided in this document. The gondola line must not obstruct views from the adjacent ridges of Virgina Canyon Open Space.

Upper Landing Area 2B and 2C
The Upper Landing site of the Gondola straddles private property and the City land of Virginia Canyon Mountain Park. The associated development agreement will detail the many benefits of the Upper Landing between the private owner(s) and co-applicant, the City of Idaho Springs. The landing shall be vibrant and lively space consisting of natural rock formations, old growth trees and plenty of scenic viewing deck. Viewing decks may be tiered to address the steep natural grades of the region. The space may be inviting to the user through design elements such as similar exterior lighting, street furniture, whimsical artistic elements and notable historic artifacts and interpretive signage dedicated to the history of the surrounding region and its gold mining legacy. See Design Standards section for further information. Final design standards will be approved per the associated Final Development Plan.
Food and beverage and operational resource structures may be located to draw users to and through the environment. See Allowed Uses section for specific uses allowed per Area. Design elements shall address the pedestrian through the use of unique detailing similar to that of Area 1 and relatable elements at the pedestrian level such as fenestrations, counters and benches.

There is presently no water and sewer infrastructure serving the property. Unless this infrastructure is constructed, final build-out will be limited by physical and legal availability of water, and well and septic permits

AREA 3 - consists of the following:

Virginia Canyon Mountain Park
This portion of the mountain park is public land designed primarily for recreational biking, mountain biking, and multi-use trails. It shall be a diversified trail experience while separating the area into distinct spaces based on desired experience, trail usage, level of difficulty and constructability. The Gondola in Area 2a provides access to the trails and shall preserve critical view sheds from the trails. Interpretive stops teaching the history of Clear Creek County and surrounds may further engage users throughout the park. Access between Areas designated in this PD shall be further outlined in the associated Development Agreement mentioned previously in this document and noted on associated Final Development Plans.

1.1 ALLOWED USES

Use Regulations, see Development Regulations for more information per Areas:
No land shall be used and no building shall be hereafter erected, converted or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

a. Area 1 – Mixed-Use (Area 1A-1E)
C-1 Commercial -1, Uses per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- River rafting office and operations
- Package Liquor Stores, Including the Sale for Consumption on the Premises of Liquor.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course
- Commissary kitchen
- Home occupation
- Storage and maintenance for gondola and property related equipment shall be screened
- Maximum 200 multi-family residential units

Automotive service stations are not allowed.

b. Area 2A - Gondola
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations and maintenance

c. Area 2B -Upper Landing (approx. 24.3 acres)
Uses for public access shall only be accessed by the public via the Gondola, hiking, biking or commercially-operated visitor shuttle
P- Park and Recreation per Table 21-50-1 of the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and accessory uses customarily incidental to a tourist- oriented line such as retail, restaurants, visitor center, art studios, craft shops and custom small industry, museums, decks, conference facilities, mine tours, and lookouts decks, etc. Alcohol may be served and consumed.
- Tourist accomodations which include overnight stays
- Single family residential (20 units max.) Road access for Residential Uses is allowed.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course and ancillary structures
- Sale, rental repair or inside storage of any equipment, supplies or materials related to recreational activities not including mini-storage
- Storage and maintenance for gondola and property related equipment shall be screened
- Communications Towers

c.2 Area 2B-M2 (approx. 1.89 acres)
- Includes all Uses listed under Area 2B and:
- The parcel as defined as 2B-M2 attached hereto is further approved for those uses currently authorized by the zoning regulations for the M-2 zoning district in Clear Creek County Colorado. These uses and their limitations, terms and conditions are attached hereto as Exhibit __ and expressly incorporated herein by this reference, except that all uses requiring a Special Use Permit under Section 706 thereof shall instead require a Conditional Use Permit under the City's zoning regulations (currently, Section 21-105 of the Idaho Springs Land Development Regulations).
This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, provided that all of the necessary federal, state and local permits are obtained.
- This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, fprovided that all of the necessary federal, state and local permits are obtained

d. Area 2C (approx. 4.2 acres)
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- Structure incidental to the use of P-1 parks, trails, and open spaces

e. Area 3 - Virginia Canyon Mountain Park
P- Park and Recreation per the City of Idaho Spring Municipal Code.

f. Areas 1 and 2 (not including Area 3) may be used for the following community uses:

- Gatherings such as Festivals, Weddings and Performances, Markets, e.g., Farmer's or Flea, Seasonal activities, and Fairs, e.g., craft and art
- Vendor carts, trucks, and Food stalls
- Parks, plazas and trails
- Utilities (both public and private)
- House privately owned animals for recreational purposes of lesson programs, trail facilities, petting zoo and stabling facilities temporary and permanent.

1.2 DEVELOPMENT STANDARDS (LOT AND BUILDING)

LOT SIZE

Minimum lot size shall be 1/3 acre per single family residential housing where allowed in Area 2B
There is no minimum lot size outside of Area 2B within the Development where single family housing is NOT allowed.

DENSITY

Maximum total retail development shall not exceed 40% of total planned square footage.
Residential density will be addressed at the Final Development Plan phase but shall not be greater than 200 units per designated Area 1.

Open Space - Areas 1D and 1E will together provide a minimum of 6,000 SF of developed public open space in addition to Clear Creek Greenway Alignment and VCMP access routes.

SETBACKS

Required setbacks follow C-1 designation per the City of Idaho Spring Municipal Code except:

Area 1- Mixed-Use:
Building setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5'.
75% of the Street Level setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5', otherwise setbacks shall be 10' except for the Gondola and related building elements.
Accessory structures and deck or patio elements shall be allowed within the setback.
Building setbacks at the East and West Project boundaries shall be no less than 5'.

Area 2A– Gondola
No setback shall be required as this allows for the movement of the Gondola towers in case of adverse field conditions of compromised views from Virginia Canyon Mountain Park. Final tower locations will be documented for approval in the Final Development Plan.

Area 2B and 2C - Upper Landing:
No setbacks shall be required.

PARKING

A traffic study assessing traffic impacts and required improvements shall be provided with each Final Development Plan. One traffic study can be submitted for the entire Planned Development Area at full build out, or addendums may be provided with each individual Final Development Plan. Traffic study shall meet the requirements of the Idaho Springs Land Development Regulation and Standards and Specifications for Design and Construction. The traffic study may take into consideration satellite parking lots and garages and alternative parking methods to meet the requirements of the Idaho Springs Land Development Regulations and Standards and Specifications for Design and Construction.

Anticipated ridership for the Project including the Gondola is 600,000 people annually. This assumes an average of 3 people per car based on I-70 statistics that totals approximately 200,000 cars annually. The Project will be a year-round facility with peak times at weekends and holidays. Industry average for a year-round gondola demonstrates peak times have two-thirds greater visitation than non-peak times. Weekends and holidays account for approximately 32% of the days (or 115 days) of the year. Therefore, there will be an anticipated 64,000 total cars for 115 peak days of the year equaling approximately 557 cars per day on these peak days. 7% of the people in these cars will opt for taking a tour bus. The busing option reduces our peak car count to be 518.
The nature of the Project with 1-hour Mill and Tunnel tours, commercial activity and the year-round scenic gondola indicates the majority of the daily visitors will park for approximately 3 hours at a time. Gondola ridership may be controlled through timed ticketing to encourage people to continue to move through the development. Assuming operating hours of at least 9am-6pm, we can ensure at least 3 windows of opportunity to park and ride throughout peak days of the year. This allows for the anticipated 518 cars to turnover at approximately 3 hour intervals equal to 173 cars at a time.

Peak time need for parking of the Gondola (per market study ridership) and existing Museum (per LDR) is approximately 220 cars. Refer to associated Impact Statement for further detail. The Impact Statement includes a parking plan that indicates at least 200 parking spaces to be attained onsite during the initial build-out. At the time of the Final Development Plan for the Gondola, a parking study shall be submitted which indicates the required number of parking spaces for this use based on comparable examples and estimated useage. The associated Memorandum of Understanding notes the City and Argo Holdings LLC are working on cooperative solutions for parking, connectivity and mobility throughout the City, ie. shuttles, bike share, etc. Satellite parking shall offset parking needs that arise through the development phases of Virginia Canyon Mountain Park and Mighty Argo.

Comparable Attractions and associated Parking:

Butterfly Pavilion	510,000 people anually	365 day	154 parking spots	10.4 factor
Georgetown Loop	170,00 people annually	200 day	121 parking spots	7.0 factor
Botanic Garden	1.3M people annually	365 day	325 parking spots	10.9 factor
Argo Gondola	*600,000 people annually*	*365 day*	*200 parking spots*	*8.2 factor*

STEEP SLOPE DEVELOPMENTS

The proposed property potentially contains geologic hazards including rockfall, mudflow / debris flow, unstable slopes and thick deposits of potentially unstable fill. At time of Final Development Plan, the applicant shall provide a geologic hazard analysis that evaluates:

i. Slope stability under current and proposed conditions,
ii. Rockfall,
iii. Debris flow,
iv. Erosion,
v. Avalanche hazards, and
vi. Suitability of the mine tailings as a foundation material.

The evaluation should identify areas in the proposed development where engineered mitigation may be necessary and where avoidance is the only feasible solution.

The Project will consider the challenges and opportunities of building on steep slopes and will minimize excessive cutting when feasible, the impact of erosion, rockfall, landslides, sedimentation and unstable slopes and strive to integrate buildings into the natural topography.

Development at the Upper Landing of the Gondola will respect the natural grade of the terrain as much as possible. The Development may integrate or protect unique natural features of the site such as landforms, rock outcroppings, mature trees, drainage courses and hilltops. Site infrastructure throughout will be efficiently designed to minimize land disturbance. Bearing capacity of all foundation materials will be evaluated by professional engineers.

ENVIRONMENTAL MITIGATION

Mitigation that may be conducted at the Project, is the responsibility of the Colorado Department of Public Health and Environment (CDPHE) in cooperation with the United States Environmental Protection Agency (USEPA). Copies of the environmental mitigation plans that document CDPHE and USEPA responsibilities can be found at https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800257 .

Although not their responsibility, The Project has worked with CDPHE and USEPA to develop strategic, cooperative mitigation plans that will potentially allow Project redevelopment to lessen human health impacts, improve existing environmental conditions, and to celebrate the Project's natural landscapes and open spaces.

EXCEPTIONS TO BUILDING HEIGHT RULES

The following non-building uses and features shall not be subject to the "height limitations". Signage or features whose primary use is signage is not included as an exception to height rules. These items shall be reviewed as part of the building elevations in associated Final Development Plan(s).

- Water Tanks
- Roof top gardens
- Solar Collectors
- Wind turbines
- Art pieces
- Other incidental, non-occupied roof-top structures, (e.g., HVAC, antenna, etc.) roofing and architectural embellishments approved at the time of the associated Final Development Plan
- Play Structures
- Look out/Observation Towers

1.3 DESIGN STANDARDS

BUILDING MATERIALS AND COLORS

- Building materials shall be complementary to historic mine architecture.
Black iron or something similar in look may be used at storefronts and primary accent elements.
- Buildings shall provide greater visual and textural interest at the street level and areas that are highly visible to the public. This shall be achieved by 60% or more of the street level elevation along Riverside Drive, the Greenway Trail and Clear Creek including transparency or deck or patio elements and architectural detailing.
- Buildings will be complimentary in color to the current color of The Mighty Argo Mill. Colors may contrast in a complementing fashion to the mill but within historical context of the Victorian Industrial Age in history.
- Highly reflective glass shall not be used to avoid reflected glare onto the public realm.

BUILDING MASSING AND ARTICULATION

- The Development shall comply with the architectural standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted
- Buildings shall be primarily detailed in the language of mill and mine vernacular. Modern elements such as elevators, windows, etc. will be mechanically expressive similar to artifacts of the early 1900s.
- Massing shall be complementary of the existing historic Mighty Argo Mill and waste rock and in scale with its proportions but never taking attention away from the historical structure.

SITE DESIGN

- Site design shall conform with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Access to and from the Mighty Argo, Gondola Landing, and Virginia Canyon Mountain Park trails shall be maintained per the associated Development Agreement.

LANDSCAPING

- Landscaping shall comply with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

LIGHTING

- Care will be taken to address dark sky concerns throughout the Development. Lights shall be no brighter than necessary and shall be downcast and fully shielded. Unique conditions related to the operation and maintenance of the gondola may require exceptions to these noted limitations. Exceptions shall be presented with associated Final Development Plan for approval.
- Light spill shall not exceed .06 foot candles from the property line and .03 adjacent to residential not part of this PD.
- Lighting for special engagements and limited art installations shall are not subject to restrictions in this Plan Development.
- Due to the size, scale, and unique nature of the aerial tramway, color temperature of lighting and height limits on light poles shall meet safety requirements of the Colorado Passenger Tramway Safety Board for the associated equipment and operations of the aerial tramway.
- Streetlights and parking lot light poles shall not exceed 30' in height and shall not exceed a color temperature of 3,000 kelvin.

SIGNAGE

- Signage shall comply with the signage standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Internally illuminated cabinet signage shall not be allowed. Internally illuminated signage in line with Google Architecture may be considered.

1.4 TITLE AND NAMES

Official Plan Development: Mighty Argo and Virgina Canyon Mountain Park Mixed-Use Development

PD Prepared By: Argo Holdings LLC
Travis Cook and Carla Pokrywka Cole
1431 Miner St. Idaho Springs, CO 80452
Phone 303.567.4871

1.5 BUILDING DESIGN - DESIGN PRINICIPLES
(adopted by the Mighty Argo development team in 2017)

1. Respect the Historic Presence of the Mill, Tunnel and Waste Rock, a designated National Historic Superfund Site
Honor, enhance and celebrate the historic significance of the Argo and the technological advancements that occurred here
2. Celebrate the River
Encourage pedestrian access to the creek
3. Embrace Rosa Gulch
Gulch is a gateway to the Area 3 open space
4. Integrate and Activate the Mill
Scale new construction to compliment the historic Mill and neighboring slopes.
Buildings shall provide greater visual and textural interest at the street level to encourage public interest.
Metal elements may be used as primary and accent materials to address historic mine architecture.
5. Extend Residential Fabric
Plan to accommodate and support minimal multi-family residential projects within private land
6. Address needs for a Conference Center by providing flexible meeting 'places'
7. Parking split between onsite and offsite locations - concentrated and dispersed.
8. Phased Development
Address changing needs of the City
9. Enhance Visitor and Local Experience
Spread activities throughout the site – Mill, Gulch, Clear Creek, etc.
Establish a central gathering point for the Project and City of Idaho Springs
10. Year-Round Outdoor Recreation Opportunities
Promote rafting, fishing, hiking, logging, snowshoeing, cycling, mountain biking
11. Connectivity and Mobility
Encourage and champion creative modes of transportation and connections around the City, nearby attractions, and urban centers.

ARGO

OWNER 1: ADDRESS: ARGO HOLDINGS, LLC PO BOX 1201 IDAHO SPRINGS, CO. 80452

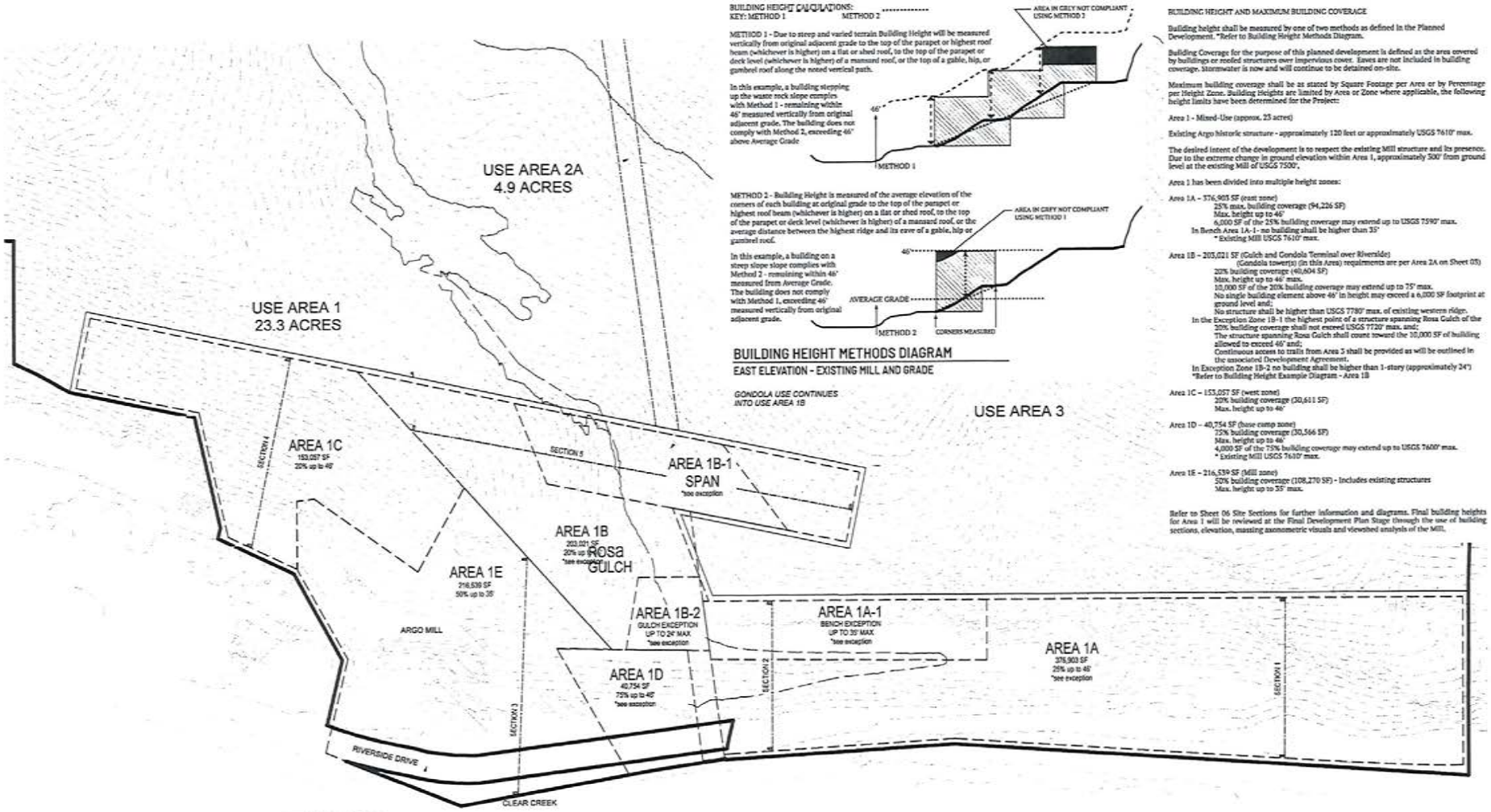
OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor; Alan Tiefenbach - City Planner; Andrew Marsh - City Administrator; ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3: ADDRESS: Mary Jane Loevlie PO BOX 218 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC, Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452, 303-567-4871

SITE DESCRIPTION
02



BUILDING HEIGHT AND MAXIMUM BUILDING COVERAGE

Building height shall be measured by one of two methods as defined in the Planned Development. *Refer to Building Height Methods Diagram.

Building Coverage for the purpose of this planned development is defined as the area covered by buildings or roofed structures over impervious cover. Eaves are not included in building coverage. Stormwater is now and will continue to be detained on-site.

Maximum building coverage shall be as stated by Square Footage per Area or by Percentage per Height Zone. Building Heights are limited by Area or Zone where applicable, the following height limits have been determined for the Project:

Area 1 - Mixed-Use (approx. 23 acres)

Existing Argo historic structure - approximately 120 feet or approximately USGS 7610' max.

The desired intent of the development is to respect the existing Mill structure and its presence. Due to the extreme change in ground elevation within Area 1, approximately 500' from ground level at the existing Mill of USGS 7500',

Area 1 has been divided into multiple height zones:

Area 1A – 376,903 SF (east zone)
- 25% max. building coverage (94,226 SF)
- Max. height up to 46'
- 6,000 SF of the 25% building coverage may extend up to USGS 7590' max.
- In Bench Area 1A-1 - no building shall be higher than 35'
- * Existing Mill USGS 7610' max.

Area 1B – 203,021 SF (Gulch and Gondola Terminal over Riverside)
(Gondola tower(s) (in this Area) requirements are per Area 2A on Sheet 05)
- 20% building coverage (40,604 SF)
- Max. height up to 46' max.
- 10,000 SF of the 20% building coverage may extend up to 75' max.
- No single building element above 46' in height may exceed a 6,000 SF footprint at ground level and;
- No structure shall be higher than USGS 7780' max. of existing western ridge.
- In the Exception Zone 1B-1 the highest point of a structure spanning Rosa Gulch of the 20% building coverage shall not exceed USGS 7720' max. and;
- The structure spanning Rosa Gulch shall count toward the 10,000 SF of building allowed to exceed 46' and;
- Continuous access to trails from Area 5 shall be provided as will be outlined in the associated Development Agreement.
- In Exception Zone 1B-2 no building shall be higher than 1-story (approximately 24')
- *Refer to Building Height Example Diagram - Area 1B

Area 1C – 153,057 SF (west zone)
- 20% building coverage (30,611 SF)
- Max. height up to 46'

Area 1D – 40,754 SF (base camp zone)
- 75% building coverage (30,566 SF)
- Max. height up to 46'
- 4,000 SF of the 75% building coverage may extend up to USGS 7600' max.
- * Existing Mill USGS 7610' max.

Area 1E – 216,539 SF (Mill zone)
- 50% building coverage (108,270 SF) - Includes existing structures
- Max. height up to 35' max.

Refer to Sheet 06 Site Sections for further information and diagrams. Final building heights for Area 1 will be reviewed at the Final Development Plan Stage through the use of building sections, elevation, massing axonometric visuals and viewshed analysis of the Mill.

0 20 40 80 160'

SITE MAP - RIVERSIDE DRIVE
SCALE: 1" - 80'

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1220 IDAHO SPRINGS, CO. 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman – Mayor
Alan Tiefenbach - City Planner
Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1considerations TIMER ST IDAHO SPRINGS, CO. 80452

OWNER 3: Mary Jane Loevlie
ADDRESS: PO BOX 218 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
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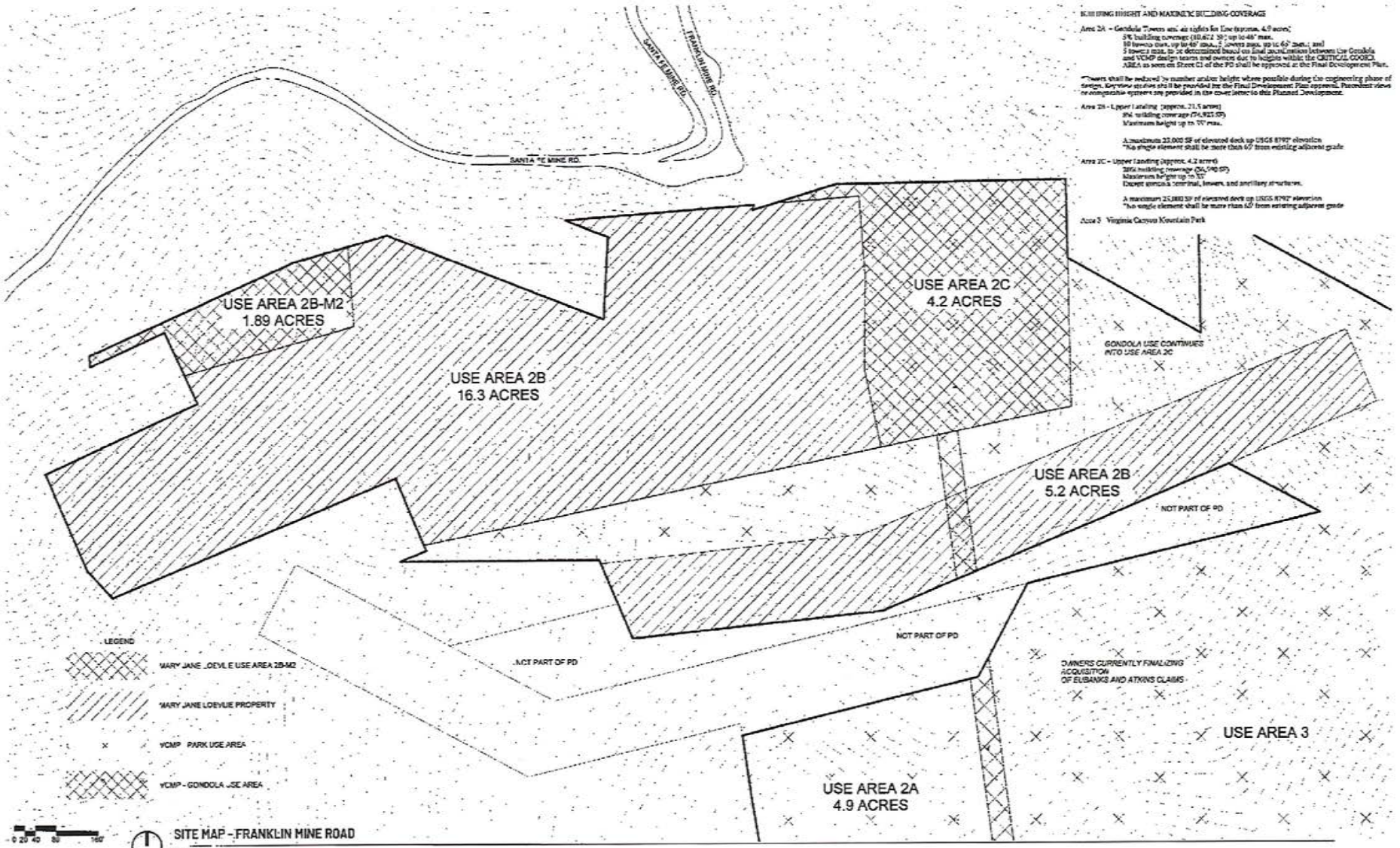
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-567-4871

ENLARGED SITE MAP @ RIVERSIDE DRIVE

03

M-76 3/5



OWNER'S ADDRESS: ARGO HOLDINGS, LLC PO BOX 1220 IDAHO SPRINGS, CO. 80452

DESIGNER: CITY OF IDAHO SPRINGS Mike Wilson Mayor Alan Tuttenberg - City Planner Andrew Parish City Administrator ADDRESS: CITY HALL, 519 MINER ST IDAHO SPRINGS, CO. 80452

OWNER'S ADDRESS: Mary Jane Loevlie PO BOX 790 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
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PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Palkywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-567-4871

ENLARGED SITE MAP @ FRANKLIN MINE ROAD

04

LEGAL DESCRIPTIONS:

PARCEL - ARGO BASECAMP

FROM CHICAGO TITLE OF COLORADO COMMITMENT TO INSURE NO. 097-C2013866-072-JT2
PARCEL A:
ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. MINERAL SURVEY NO. 6580A AND THE ARGO MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 6580B, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°50'W., 80.43 FEET; THENCE N. 68°32'W., 135.55' FEET; THENCE N. 14°45'W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S PATENT RECORDED IN BOOK 313 AT PAGE 88.
PARCEL B:
THE SILVER AGE MILLSITE CLAIM, U.S. SURVEY NO. 5757B, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 88, EXCEPTING AN EASEMENT AND RIGHT OF WAY 30 FEET IN WIDTH, AS DESCRIBED IN BOOK 183 AT PAGE 219, THE SAN TOY MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 18377, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 68, ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. SURVEY NO. 6580A AND THE ARGO MILL SITE, U.S. SURVEY NO. 6580B LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°05'W., 80.43 FEET; THENCE N. 68°32' W., 135.57 FEET; THENCE N. 14°45' W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S. PATENT RECORDED IN BOOK 313 AT PAGE 88, THE WELCH PLACER, U.S. SURVEY NO. 256, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, AT PAGE 62, EXCEPT A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY AS DESCRIBED IN INSTRUMENT RECORDED JUNE 16, 1969 IN BOOK 313 AT PAGE 278 , AND EXCEPT THAT PORTION OF SAID WELCH PLACER, U.S. MINERAL SURVEY NO. 256 DESCRIBED AS FOLLOWS: COMMENCING AT CORNER NO. 2 OF THE DUNN PLACER, U.S. SURVEY NO. 188, BEING ALSO CORNER NO. 7 OF THE WELCH PLACER, U.S. SURVEY NO. 256 THENCE S. 13°13' W., ALONG THE EAST LINE OF THE DUNN PLACER, 173.26 FEET TO THE TRUE POINT OF BEGINNING SAID POINT BEING ON THE NORTHEASTERLY CORNER OF BLOCK "B" OF THE SUNNYSIDE ADDITION TO THE CITY OF IDAHO SPRINGS; THENCE N. 13°13' W., 178.40 FEET; THENCE S. 68°55' E., 40.38 FEET; THENCE S. 13°13' E., 129.84 FEET TO A POINT ON A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET; THENCE N. 78°57' W., ALONG A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET A DISTANCE OF 40.38 FEET, TO THE POINT OF BEGINNING, EXCEPT THE PORTION WHICH MAY HAVE BEEN DEEDED TO THE CITY OF IDAHO SPRINGS FOR STREET PURPOSES ONLY. THE ABOVE MOST RECENTLY SET FORTH IN DEED RECORDED IN BOOK 443 AT PAGE 745.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DEED RECORDED JULY 17, 1991, IN BOOK 482, AT PAGE 575 AND CORRECTION DEED RECORDED SEPTEMBER 26, 1991, IN BOOK 484 AT PAGE 237.

EXCEPTING ALSO THOSE PORTIONS CONVEYED BY DEED RECORDED AUGUST 11, 1997, IN BOOK 553 AT PAGE 441.

EXCEPTING ALSO RESERVATIONS, EASEMENTS AND OTHER RIGHTS OF RECORD, INCLUDING WITHOUT LIMITATION, RIVERSIDE DRIVE, AND THAT EASMENT RECORDED IN BOOK 353 AT PAGE 436.

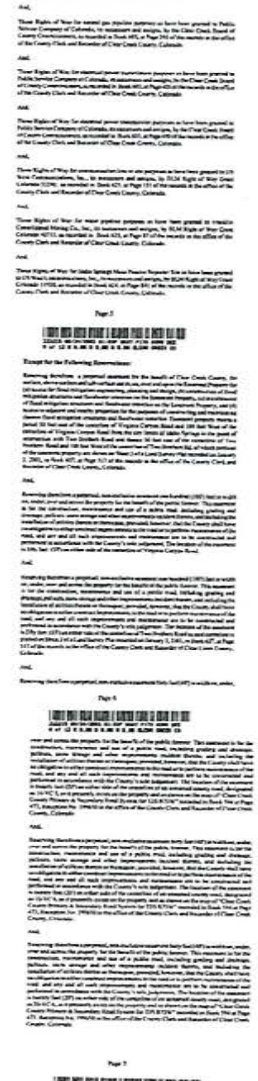
SUBJECT TO THAT SEPTEMBER 1, 1993 LEASE TO IONES SPACELINK LTD., AND TO THAT PARTIAL CONSENT DECREE IN CIVIL ACTION NO. 97-WY-286 ENTERED ON JUNE 3, 1997, IN THE UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO.

PARCEL - 2018 ACQUISITION (GLEANER)

A PART OF DORINA LODE MINING CLAIM, NO NAME LODE MINING CLAIM, AND THE NO NAME MILL SITE, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1422A & 1422B, APPROVED ON OCTOBER 26, 1900; A PART OF GLEANER LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 13041, APPROVED ON MARCH 28, 1899; A PART OF HARVEST LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 17793, APPROVED ON JANUARY 24, 1906; AND A PART OF SECTION 25 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 22, 2003 UNDER RECEPTION NUMBER 221817 IN THE RECORDS OF THE CLEAR CREEK COUNTY CLERK AND RECORDERS OFFICE ALL BEING A PART OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CLEAR CREEK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT CORNER 5 OF SAID THE NO NAME MILL SITE BEING MONUMENTED WITH AN ORIGINAL MARKED STONE 2654.42(M) WHENCE CORNER 11 OF EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889, BEING MONUMENTED WITH A NUMBER 4 REBAR, BEARS S65°06'05"W A DISTANCE OF 774.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE 5-4 LINE OF SAID THE NO NAME MILL SITE N65°06'05"E A DISTANCE OF 520.00 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 12 OF SAID EUPHRATES LODE MINING CLAIM; THENCE ALONG THE 12-7 LINE OF SAID EUPHRATES LODE MINING CLAIM N24°55'55"W A DISTANCE OF 150.00 FEET TO CORNER 7 THEREOF; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S65°06'05"W A DISTANCE OF 156.26 W TO A POINT ON THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM6; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N24°21'27"W A DISTANCE OF 21.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 1884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N66°36'08"E A DISTANCE OF 436.63 FEET TO A POINT ON THE 4-5 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 4-5 LINE OF DORINA LODE MINING CLAIM N74°46'38"E A DISTANCE OF 179.28 FEET TO CORNER 5 THEREOF BEING ALSO A POINT ON THE 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1857, APPROVED ON MARCH 6, 1883; THENCE ALONG SAID 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM S68°36'08"E A DISTANCE OF 444.08 FEET TO CORNER 8 THEREOF; THENCE ALONG THE 8-1 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N02°56'00"E A DISTANCE OF 158.33 FEET TO CORNER 1 THEREOF; THENCE ALONG THE 1-2 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N68°36'08"W A DISTANCE OF 87.37 FEET TO THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N85°31'38"E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF SAID DORINA LODE MINING CLAIM S04°31'38"E A DISTANCE OF 149.76 FEET TO CORNER 1 THEREOF; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED S00°02'26"W A DISTANCE OF 165.37 FEET TO CORNER 1 OF SAID HARVEST LODE MINING CLAIM; THENCE ALONG THE 1-4 LINE OF SAID HARVEST LODE MINING CLAIM S11°50'51"E A DISTANCE OF 150.05 FEET TO CORNER 4 THEREOF; THENCE ALONG THE 4-3 LINE OF SAID HARVEST LODE MINING CLAIM S78°06'32"W A DISTANCE OF 884.40 FEET TO A POINT ON THE 5-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2228, APPROVED ON SEPTEMBER 16, 1885; THENCE ALONG SAID 5-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM N22°45'00"W A DISTANCE OF 136.50 FEET TO CORNER 2 THEREOF; THENCE ALONG THE 2-1 LINE OF SAID FRANCE EXTENSION LODE MINING CLAIM S67°15'00"W A DISTANCE OF 591.28 FEET TO A POINT ON THE 3-4 LINE OF SAID GLEANER LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF GLEANER LODE MINING CLAIM N42°30'29"W A DISTANCE OF 75.79 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 6 OF SAID THE NO NAME MILL SITE; THENCE ALONG THE 6-5 LINE OF SAID N22°15'25"W A DISTANCE OF 199.51 FEET TO THE POINT OF BEGINNING.

PARCEL - 2019 ALLEN LODE
THE ALLEN LODE, U.S. SURVEY NO 17569, AS DESCRIBED IN U.S. PATENT RECORDED FEBRUARY 5, 2001 IN BOOK 608 AT PAGE 855, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

AREA 2B-M2 -(A PORTION OF DORINA LODE AND NO NAME LODE MINING CLAIMS)
A TRACT OF LAND COMMENCING AT CORNER 7 OF THE EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S 65°06'05" W A DISTANCE OF 154.26 FEET TO A POINT ON THE 2-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 2-4 LINE OF DORINA LODE MINING CLAIM N 04°21'27" W A DISTANCE OF 25.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 1884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N 65°36'08" E A DISTANCE OF 108 FEET TO A POINT ON THE 4-8 LINE OF SAID DORINA LODE MINING CLAIM, WHICH LIES S 74°07'38" W A DISTANCE OF 78.25' FROM CORNER NO. 5 OF SAID DORINA LODE MINING CLAIM; THENCE S 04°21'27" E A DISTANCE OF 153.18 FEET TO A POINT ON LINE 3-3 OF THE DORINA LODE MINING CLAIM WHICH LIES S 74° W A DISTANCE OF 96.81 FEET FROM CORNER NO. 2 OF SAID DORINA LODE MINING CLAIM; THENCE S 74° W A DISTANCE OF 336.42 FEET TO CORNER NO. 3 OF THE NO NAME MILL SITE, AS DEPICTED ON U.S. MINERAL SURVEY 3422B; THENCE N 24°53'55" W A DISTANCE OF 91.28 FEET TO THE POINT OF BEGINNING.



OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201 IDAHO SPRINGS, CO. 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman – Mayor, Alan Tiefenbach – City Planner, Andrew Marsh – City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3:
ADDRESS: Mary Jane Loevlie PO BOX 278 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Dook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO, 80452
303-567-4871

LEGAL DESCRIPTION
05

Exhibit B
City Gondola Easement

[attached]

EXHIBIT

**PART OF SECTIONS 25 AND 36,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 1 OF 3**

DESCRIPTION:
An easement one hundred (100) feet in width, being a part of Sections 25 and 36, Township 3 South, Range 73 West of the 6th Principal Meridian, County of Clear Creek, State of Colorado, more particularly described as follows:

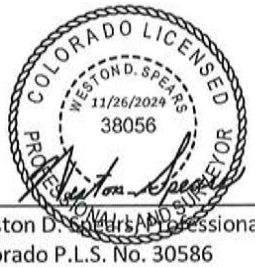
BEGINNING on the 3-4 line of the Argo Lode U.S. Mineral Survey No.8580A whence corner No. 3 thereof bears South 78°11'50" East, a distance of 340.38 feet with all bearings contained herein relative thereto; thence along said line N78°11'50"W, a distance of 106.02 feet; thence N07°35'30"W, a distance of 4,817.93 feet; thence N82°24'30"E, a distance of 100.00 feet; thence S07°35'30"E, a distance of 4,853.13 feet to the **POINT OF BEGINNING**.

Excepting therefrom any portion that lies within the A.B.E. Lode Mining Claim, U.S. Mineral Survey No. 17569, the Allen Lode Mining Claim, U.S. Mineral Survey No. 17569 and the Motor Lode Mining Claim, U.S. Mineral Survey No. 15840, more particularly described as follows:

COMMENCING on the 3-4 line of the Argo Lode U.S. Mineral Survey No.8580A whence corner No. 3 thereof bears South 78°11'50" East, a distance of 340.38 feet with all bearings contained herein relative thereto; thence N07°35'30"W, a distance of 4321.72 feet to the 1-2 line of said Motor Lode Mining Claim and THE POINT OF BEGINNING; thence S28°00'00"W, a distance of 92.29 feet to corner no. 2 thereof; thence along the 2-3 line thereof S76°15'00"W, a distance of 46.55 feet; thence N07°35'30"W, a distance of 340.86 feet to the 2-1 line of said Allen Lode Mining Claim; thence along said line N66°59'07"E, a distance of 103.74 feet; thence S07°35'30"E, a distance of 288.40 feet to the **POINT OF BEGINNING.**

Containing 33,066 square feet or 0.759 acres, more or less.

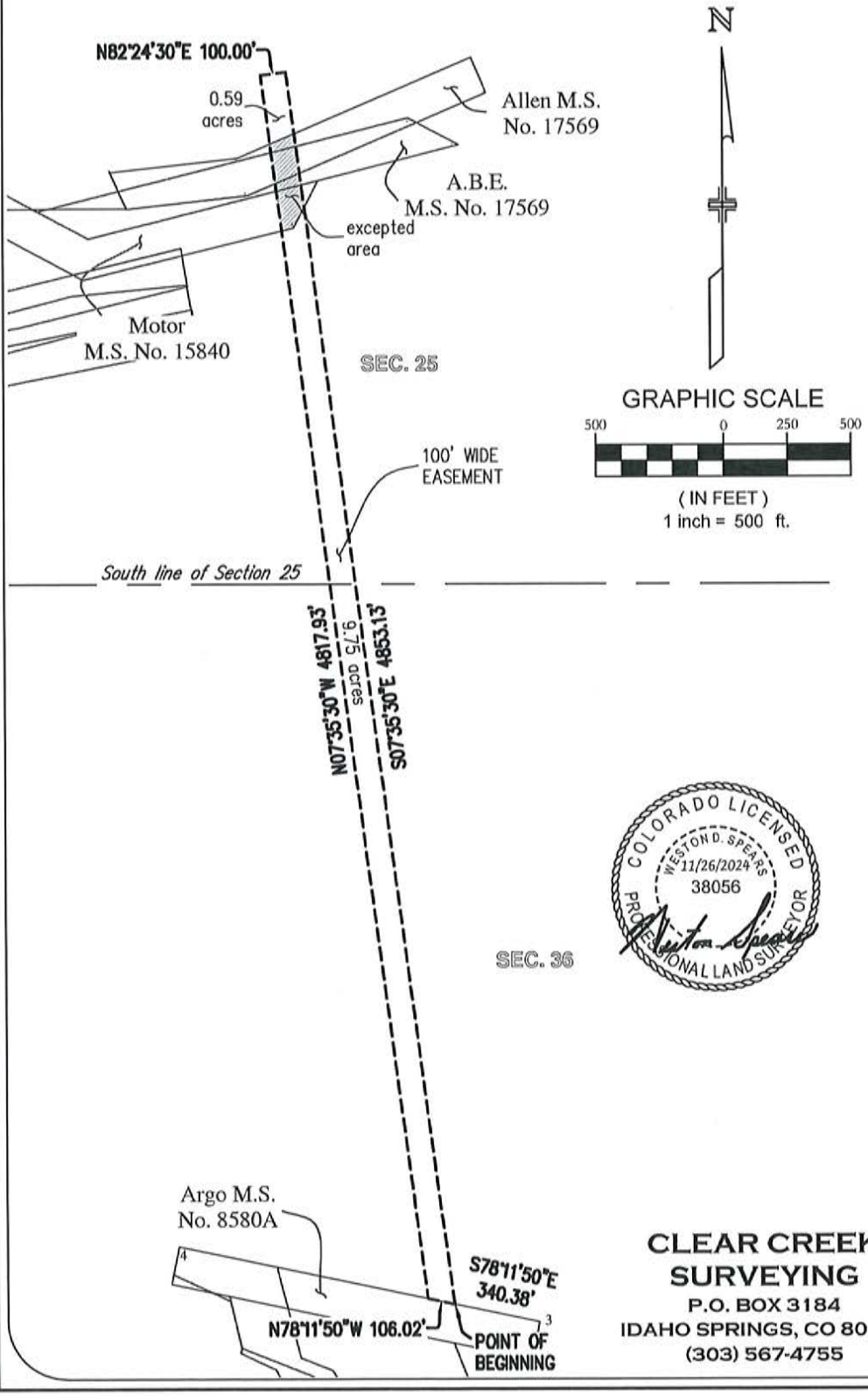
Containing a net area of 450,410 square feet or 10.34 acres, more or less.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 30586
for and on behalf of Clear Creek Surveying
PO Box 3184
Idaho Springs, CO 80452
(303) 567-4755

EXHIBIT

A PART OF SECTIONS 25,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 2 OF 3



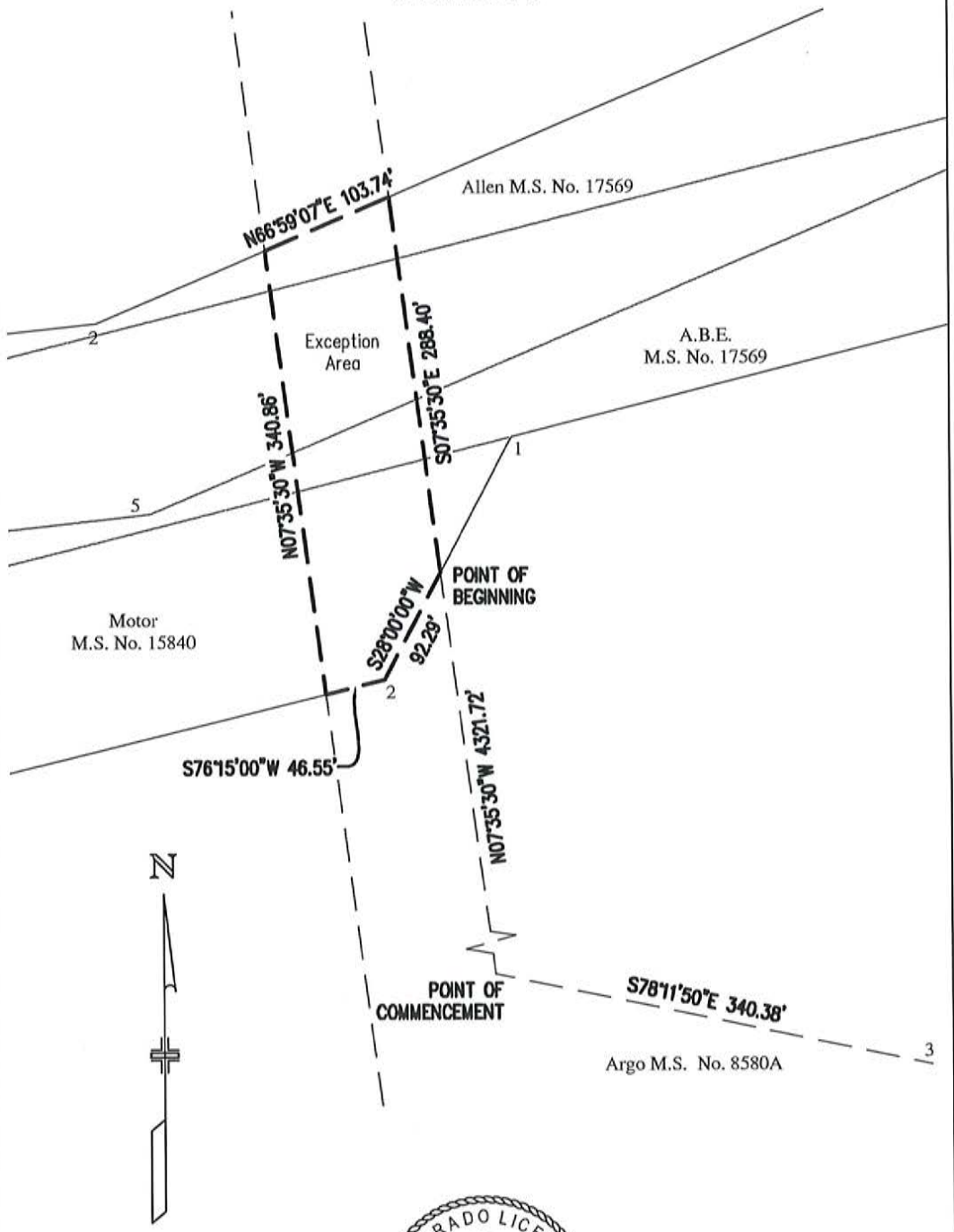
COLORADO LICENSED
WESTON D. SPEARS
11/26/2024
38056
PROFESSIONAL LAND SURVEYOR

CLEAR CREEK SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 567-4755

PROJECT NO.: D:_Survey_Projects\2020\2052N02 Argo Mine\Office\CAD\Objection Exhibits\2052N02 Gondola Easement CityDwg

EXHIBIT

A PART OF SECTIONS 25,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 3 OF 3



GRAPHIC SCALE

500 0 250 500

(IN FEET)
1 inch = 500 ft.

COLORADO LICENSED
WESTON D. SPEARS
11/26/2024
38056
PROFESSIONAL LAND SURVEYOR

CLEAR CREEK SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 567-4755

PROJECT NO.: D:_Survey_Projects\2020\2052N02 Argo Mine\Office\CAD\Objection Exhibits\2052N02 Gondola Easement Cfly.dwg

Exhibit C
Loevlie Gondola Easement

[attached]

EXHIBIT

PART OF SECTIONS 25 AND 36,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 1 OF 2

DESCRIPTION:
An easement one hundred (100) feet in width, being a part of the A.B.E. Lode Mining Claim, U.S. Mineral Survey No. 17569, the Allen Lode Mining Claim, U.S. Mineral Survey No. 17569 and the Motor Lode Mining Claim, U.S. Mineral Survey No. 15840, more particularly described as follows:

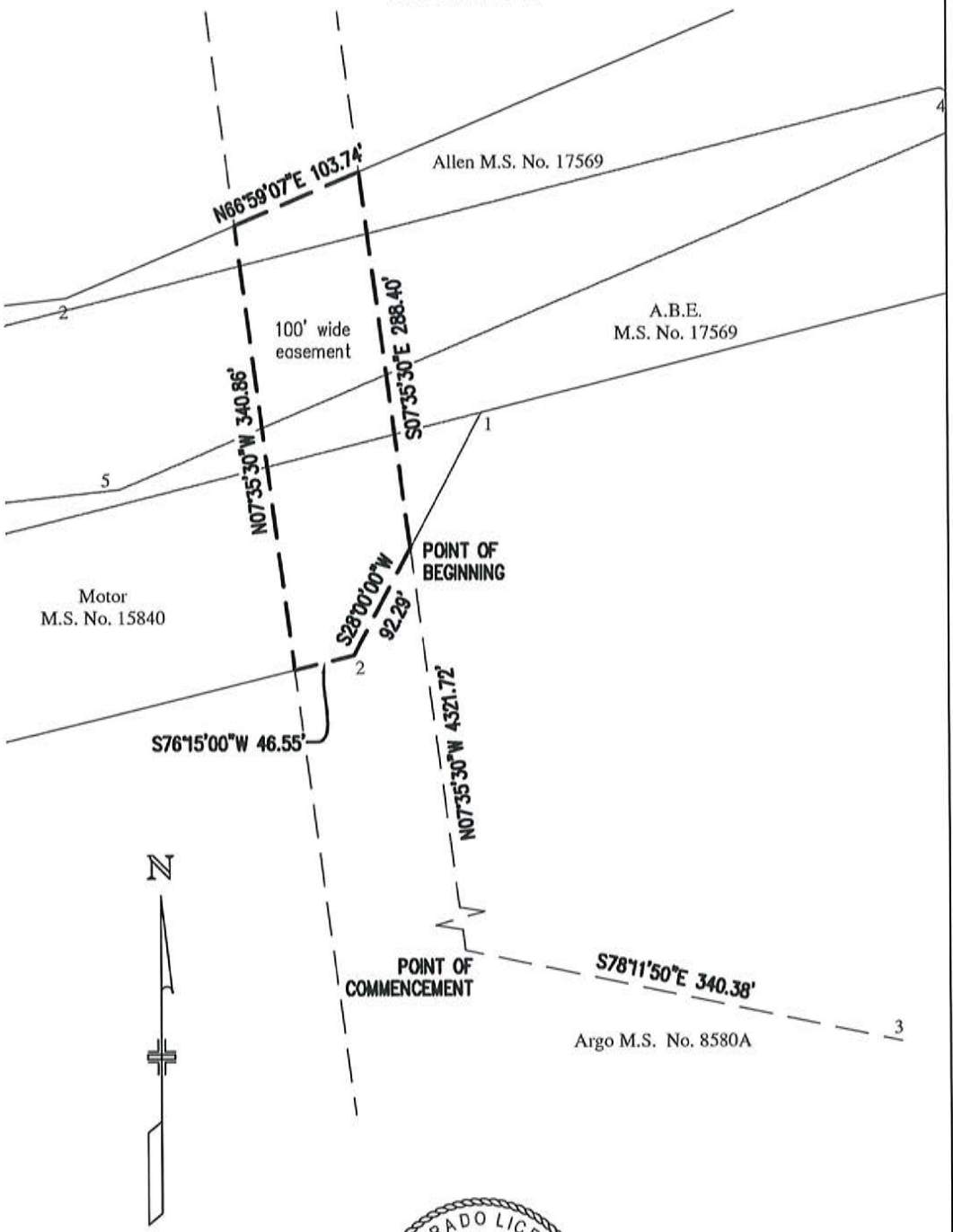
COMMENCING on the 3-4 line of the Argo Lode U.S. Mineral Survey No.8580A whence corner No. 3 thereof bears South 78°11'50" East, a distance of 340.38 feet with all bearings contained herein relative thereto; thence N07°35'30"W, a distance of 4321.72 feet to the 1-2 line of said Motor Lode Mining Claim and THE POINT OF BEGINNING; thence S28°00'00"W, a distance of 92.29 feet to corner no. 2 thereof; thence along the 2-3 line thereof S76°15'00"W, a distance of 46.55 feet; thence N07°35'30"W, a distance of 340.86 feet to the 2-1 line of said Allen Lode Mining Claim; thence along said line N66°59'07"E, a distance of 103.74 feet; thence S07°35'30"E, a distance of 288.40 feet to the **POINT OF BEGINNING.**

Containing 33,066 square feet or 0.759 acres, more or less.

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 30586
for and on behalf of Clear Creek Surveying
PO Box 3184
Idaho Springs, CO 80452
(303) 567-4755

EXHIBIT

A PART OF SECTIONS 25,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 2 OF 2



GRAPHIC SCALE

500 0 250 500

(IN FEET)
1 inch = 500 ft.

COLORADO LICENSED
WESTON D. SPEARS
11/26/2024
38056
PROFESSIONAL LAND SURVEYOR

CLEAR CREEK
SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 567-4755

PROJECT NO.: D:_Survey_Projects\2020\2082N02 Argo Mine\Office\CAD\Objection Exhibits\2082N02 Gondola Easement Cityu.dwg

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement") is effective as of _____, 2025 by and between the **City of Idaho Springs, Colorado, a** Colorado municipal corporation and statutory city (the "City"), **Miners Point Ventures, LLC, a Colorado limited liability company** ("MPV"), **Argo Holdings LLC**, a Colorado limited liability company ("Argo Holdings"), and **Mary Jane Loevlie**, an individual ("Loevlie"). The City, MPV, Argo Holdings, and Loevlie may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. This Agreement amends, restates, and supersedes that certain Access Easement Agreement dated September 30, 2019, entered into by and between the City, Argo Holdings, and Loevlie, and recorded on October 30, 2019 with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 293440.

B. The City is the fee owner of record of certain property known and designated as Virginia Canyon Mountain Park, shown and designated as Use Areas 3, 2C, and portions of 2A (the "Park") on that certain Planned Development for the Mighty Argo & Virginia Canyon Mountain Park Mixed-Use Development approved by the City on June 10, 2019 and recorded with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 293437, as shown on **Exhibit A**, attached hereto and incorporated herein (the "PD").

C. Argo Holdings [and MPV, depending on timing of execution/recording of this Agreement] is the fee owner of record of the real property located at 2350 Riverside Drive, Idaho Springs, Colorado 80452, commonly referred to as the Argo Property, shown and designated as Use Area 1 on the PD (collectively, the "Argo Property").

D. Loevlie is the fee owner of record of the real property shown and designated as Use Area 2B on the PD and a of portion Use Area 2A on the PD (the "Loevlie Property"), a portion of which is leased by MPV pursuant to that certain Ground Lease Agreement between MPV and Loevlie.

E. As a condition of the approval of the PD and that certain Public-Private Development Agreement entered into between the City, Argo Holdings, and Loevlie ("Development Agreement"), the Parties agreed to provide certain easements and access for the mutual benefit of the Parties related to the development of the Park and Gondola (as defined below).

F. MPV intends to develop, construct, use, manage, operate, and maintain a detachable gondola lift and related improvements and utilities ("Gondola") in, on, under, over, across, and through the Park, the Loevlie Property, and Argo Property (collectively, the

"Properties") and desires the permanent use of and access to and from the Gondola in, over, across, and through the Park.

G. The City agree to conveys such easements in, on, under, over, across, and through the Park, and the Parties accept such easements, subject to the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, MPV, Argo Holdings, and Loevlie agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein

2. City Grant of Permanent Gondola Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby conveys and grants to MPV, [Argo Holdings], their assigns, and successors, a permanent non-exclusive easement in, on, under, over, across, and through the area known as Use Area 2C, as more particularly described and depicted on **Exhibit B**, attached hereto and incorporated herein by reference ("Gondola Landing Easement"), for the purpose of ingress and egress to and from the Gondola and uses incidental to the use and operation of the Gondola, and for the construction, installation, inspection, maintenance, repair, use, management, operation, and removal of the Gondola, related utilities and uses incidental thereto within the Gondola Landing Easement area (collectively, the "Gondola Landing Easement Activities"). MPV, [Argo Holdings] hereby acknowledge and agree that they accept the Gondola Landing Easement in an "as-is" condition, subject to all patent or latent defects or problems of any kind or nature. Additionally, the City hereby grants to MPV, Argo Holdings, and Loevlie reasonable ingress and egress over the surface of the Park for the purposes of conducting the Gondola Landing Easement Activities, and otherwise for the use and enjoyment of the Gondola Landing Easement as contemplated herein, and the performance of the Parties' obligations and duties hereunder.

3. Additional Easement Activities and Uses. The Gondola Landing Easement may be used by MPV, Argo Holdings, and its employees, contractors, and agents (collectively, the "Argo Parties"), for any and all Gondola Landing Easement Activities described in Paragraph 2, and shall also include, but are not limited to, the absolute right of MPV, Argo Holdings, and the Argo Parties to construct, install, maintain, repair, remove, replace, operate, manage, and use all improvements, utilities, fixtures and features necessary or desirable for the use and operation of the Gondola on, in, over, under, across and through the Gondola Landing Easement area. The Gondola Landing Easement Activities shall also include, but are not limited to, the use and construction with asphalt, concrete and other surface material, gravel and other base material or subsurface material that is necessary to the use and operation of the Gondola, as well as pilings, foundations, railings, stairs, landings, ramps, retaining walls, bridges, culverts and other drainage facilities, as well as signs and

any other improvements, fixtures, and features necessary or desirable for the use, management and operation of the Gondola. MPV, Argo Holdings, and the Argo Parties are specifically authorized to use motorized vehicles, explosive materials, and equipment on, in and through the Gondola Landing Easement area subject to the Compliance requirements set forth under Subsection 9(a) below, for the construction, repair, maintenance, replacement, use, operation, and management of the Gondola, and for snowplowing, emergency, and health/safety purposes. The City also acknowledges and agrees that invitees and licensees of MPV and the Argo Parties are permitted to use the Gondola Landing Easement pursuant to the terms and conditions set forth herein.

4. Grant of Temporary Construction Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby conveys to MPV and Argo Holdings a temporary, nonexclusive easement, fifty feet beyond the Gondola Landing Easement, upon, over, across, under and through the Park (the "Temporary Construction Easement") for the purpose of conducting any and all Gondola Landing Easement Activities, including but not limited to storage of materials, vehicles, and equipment and construction of temporary facilities, as may be reasonably necessary or appropriate in connection with the development and construction of the Gondola (collectively the "Temporary Construction Easement Activities"). MPV, Argo Holdings, and the Argo Parties shall have reasonable ingress and egress over the surface of the Park for the purposes of conducting the Temporary Construction Easement Activities, and otherwise for the use and enjoyment of the Temporary Construction Easement as contemplated herein, and for the performance of MPV and Argo Holdings' obligations and duties hereunder. The term of the Temporary Construction Easement shall commence on the date this Agreement is signed by all Parties, and shall continue until one hundred eighty (180) days after commencement of operations of the Gondola ("Term").

5. Restoration; Ownership of Improvements. MPV, at its sole cost and expense, shall repair and restore all portions of the Park materially damaged in connection with any Gondola Landing Easement Activities under this Agreement to substantially the same condition existing prior to such damage (excepting any permitted Gondola Landing Easement Activities and related uses described in this Agreement). This obligation shall survive any termination of this Agreement, as MPV expressly agrees to repair or restore all portions of the Gondola Landing Easement area damaged in connection with any Gondola Landing Easement Activities under this Agreement, including but not limited to the removal of all Gondola structures and related improvements, should this Agreement terminate. The Parties agree that any and all Gondola structures, fixtures, equipment, and related improvements constructed or located on the Gondola Landing Easement area, whether prior to or after to effective date of this Agreement shall at all times be the property of and remain solely owned by MPV, whether or not such Gondola improvements are affixed or permanently located in, on, or under the Gondola Landing Easement area.

6. Maintenance and Repair. MPV, at its sole cost and expense, shall maintain and repair the Gondola Landing Easement area. MPV shall have the right, to cut, trim, control, and remove trees, brush and other obstructions located within the Gondola Landing Easement area, the Temporary Construction Easement area, or upon that portion of the Park immediately adjacent to the such Easements which injure or unreasonably interfere with

MPV's (i) use of the same, (ii) the Gondola Easement Activities, or (iii) the use, operation, or management of the Gondola, without liability for damages arising therefrom unless arising from an Argo Party's willful and wanton conduct. Except when removal is necessary to prevent or alleviate an imminent threat to persons or property, MPV agrees to provide the City with at least fourteen (14) days' notice of its intent to remove any large tree or other significant piece of vegetation or natural feature before such removal from any area outside the Gondola Landing Easement area (notwithstanding the foregoing, it being agreed by the Parties that MPV and the Argo Parties shall be permitted to remove any such trees or vegetation in furtherance of its Gondola Easement Activities). MPV further agrees to consider, but it is not obligated to accept, any proposed alternative to the removal of a natural feature if presented one or more proposed alternatives by the City within said fourteen (14) day period. Except as otherwise set forth in this Agreement, the City shall not alter the Gondola Landing Easement area or any of MPV's improvements, fixtures or features located on or within the Gondola Landing Easement, provided however, the City shall have no affirmative duty to maintain or repair the Gondola Landing Easement, any of the vegetation or MPV's improvements, fixtures or features located thereon.

7. Use of Easements Area. The City retains the right to the use of the Temporary Construction Easement area insofar as such use and occupancy is consistent with the terms of this Agreement and does not interfere with MPV's use of the Temporary Construction Easement area in any material respect. The City shall neither cause nor permit the construction or placement of any structure, building, improvement, fence, fixture, other obstruction, or any tree, woody plant or other vegetation, of any kind, on any part of the Gondola Landing Easement or Temporary Construction Easement that impairs, obstructs or inhibits the use, activities, or access provided for herein.

8. Minerals. The City reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character in the Gondola Landing Easement or Temporary Construction Easement areas.

9. Compliance. MPV, in undertaking any of the use and Gondola Easement Activities or Temporary Construction Easement Activities described herein, shall comply with the following conditions and requirements:

   (a) MPV and the Argo Parties shall undertake such use and activities in accordance with all applicable federal, state, county and local laws, rules, codes and regulations, including but not limited to any rules, regulations, and stipulations under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") that may apply. Prior to the commencement of any work or Easement Activities pursuant to this Agreement, MPV shall obtain all permits and licenses, if any, required to undertake such work and activities, and any work shall be completed in a good and workmanlike manner.

(b) MPV shall keep the Easements free of any liens or encumbrances caused by any act or omission of MPV or the Argo Parties, including any mechanic's liens or any other liens for labor or materials.

10. Risk; Indemnity.

(a) Assumption of Risk. Except to the extent of the City's gross negligence or intentional acts, the City shall not be liable to MPV or any of the Argo Parties, invitees, or users of the Gondola Landing Easement or Temporary Construction Easement for: (i) any damage to personal property occurring on the Gondola Landing Easement or Temporary Construction Easement or to MPV or any of the Argo Parties arising from MPV's or the Argo Parties' performance of duties related to this Agreement, or of others over whom the City exercises no control, located in, on or about the Park, including on the Gondola Landing Easement, (ii) the loss of or damage to any property of MPV or any of the Argo Parties or of others by theft or otherwise, or (iii) any injury or damages to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, floods, or leaks on the Park, including on the Gondola Landing Easement or Temporary Construction Easement. All personal property of MPV or the Argo Parties used, kept or stored on the Gondola Landing Easement or Temporary Construction Easement shall be used, kept or stored at the sole risk of MPV and the Argo Parties.

(b) Indemnity. MPV will indemnify and hold the City harmless from and against any and all loss, cost, expense (including reasonable attorney's fees), claims, demands, causes of action, liability or damages arising from any claims against the City by any third party to the extent that such loss, cost, expense, claims, demands, causes of action, liability or damages result from or arise out of any negligence of MPV, any of the Argo Parties or any other persons or entities occupying or using the Gondola Landing Easement by, through, or under MPV, which are in any way related to MPV's use of the Gondola Landing Easement area.

11. Termination. The Parties agree and acknowledge that this Agreement is necessitated by the Gondola project, as expressed by the approved PD and Development Agreement. MPV, at its sole discretion, retains the right to terminate and release its rights as herein granted, by written instrument, should it decide to abandon the Gondola project or otherwise surrender its rights hereunder, at any time.

12. Runs With the Land. Except as otherwise expressly provided herein, the benefits and burdens of the Gondola Landing Easement and this Agreement are intended to run with the land and shall inure to and be binding upon the respective legal representatives, successors and assigns of the Parties hereto.

13. Recording. This Agreement shall be recorded by the City.

14. Entire Agreement. This Agreement constitutes the whole agreement between the Parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument.

15. CGIA. Nothing herein shall be deemed or construed as a waiver by the City of any rights, immunities, limitations, or protections afforded to it under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.), as now or hereafter amended, or otherwise available at law or equity, and MPV shall have no obligation to insure or indemnify the City except as otherwise provided herein.

16. Enforcement; Attorneys Fees. In the event that any Party is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

17. Funds. All direct and indirect financial obligations of the City under this Agreement are subject to the annual appropriation of funds by the City of Idaho Springs City Council. No provision of this Agreement will be or interpreted: (a) to directly or indirectly obligate the City to make any payment in any fiscal year in excess of amounts appropriated by the City for such fiscal year; or (b) as creating a debt or multiple fiscal year direct debt or other financial obligation whatsoever of the City within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

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

19. Compliance with Laws. MPV and the Argo Parties shall comply with all federal, state, and local statutes, ordinances, rules, regulations, and orders in connection with their use of the Gondola Landing Easement or Temporary Construction Easement and the Easement Activities.

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

21. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by agreement of all of the then-current owners of the Properties, by written instrument duly executed and recorded.

22. Miscellaneous. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement is not intended to and shall not create in the public or any individual member of the public or any other party, a third party beneficiary relationship, nor authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the

terms, conditions or provisions of this Agreement or enforcement of any of the terms of the same. Nothing herein shall be deemed a waiver of MPV, Argo Holdings, or Loevlie's rights with respect to limitations of liability to third parties engaging in recreational opportunities on the Properties, pursuant to C.R.S. § 33-41-103.

23. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

[signature page to follow]

IN WITNESS WHEREOF the Parties have executed this instrument as of the day and year first above written.

CITY:

CITY OF IDAHO SPRINGS, COLORADO

ATTEST:

By:_____
, City Clerk

By:_____
, Mayor

ARGO HOLDINGS:

ARGO HOLDINGS LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

LOEVLIE:

MARY JANE LOEVLIE

By: _____

MPV:

MINERS POINT VENTURES, LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

MINERS POINT VENTURES, LLC

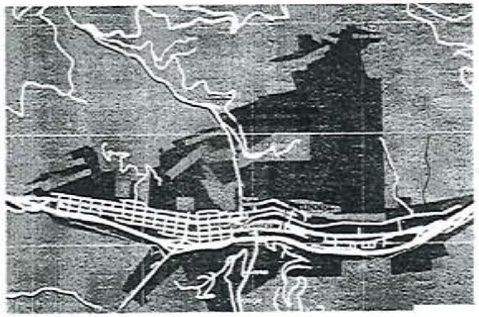
By: _____
Mike Fredregill, Attorney-in-Fact

CITY OF IDAHO SPRINGS

By: _____
Carmen Beery, City Attorney

Exhibit A
PD
[see attached]

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



VICINITY MAP
SCALE: 1" - 1,280'

SIGNATURE AND NOTARY AREA

PROPERTY OWNERS:

ARGO HOLDINGS LLC

MARY JANE LOEVLIE — DATE 10-24-2019

ROBERT BOWLAND — DATE 10/24/2019

MARY JANE LOEVLIE

MARY JANE LOEVLIE — DATE 10-24-2019

THIS PLANNED DEVELOPMENT, TITLED MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT, WAS ACCEPTED & APPROVED THE 10 DAY OF June 2019, BY THE IDAHO SPRINGS CITY COUNCIL.

CITY OF IDAHO SPRINGS

MAYOR MIKE HILLMAN — DATE 10-24-2019

NOTARY PUBLIC:

CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF October, 2019, BY Robert Bowland, Michael Hillman + Mary Jane Loevlie.

WHITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 02/23/2020

NOTARY PUBLIC

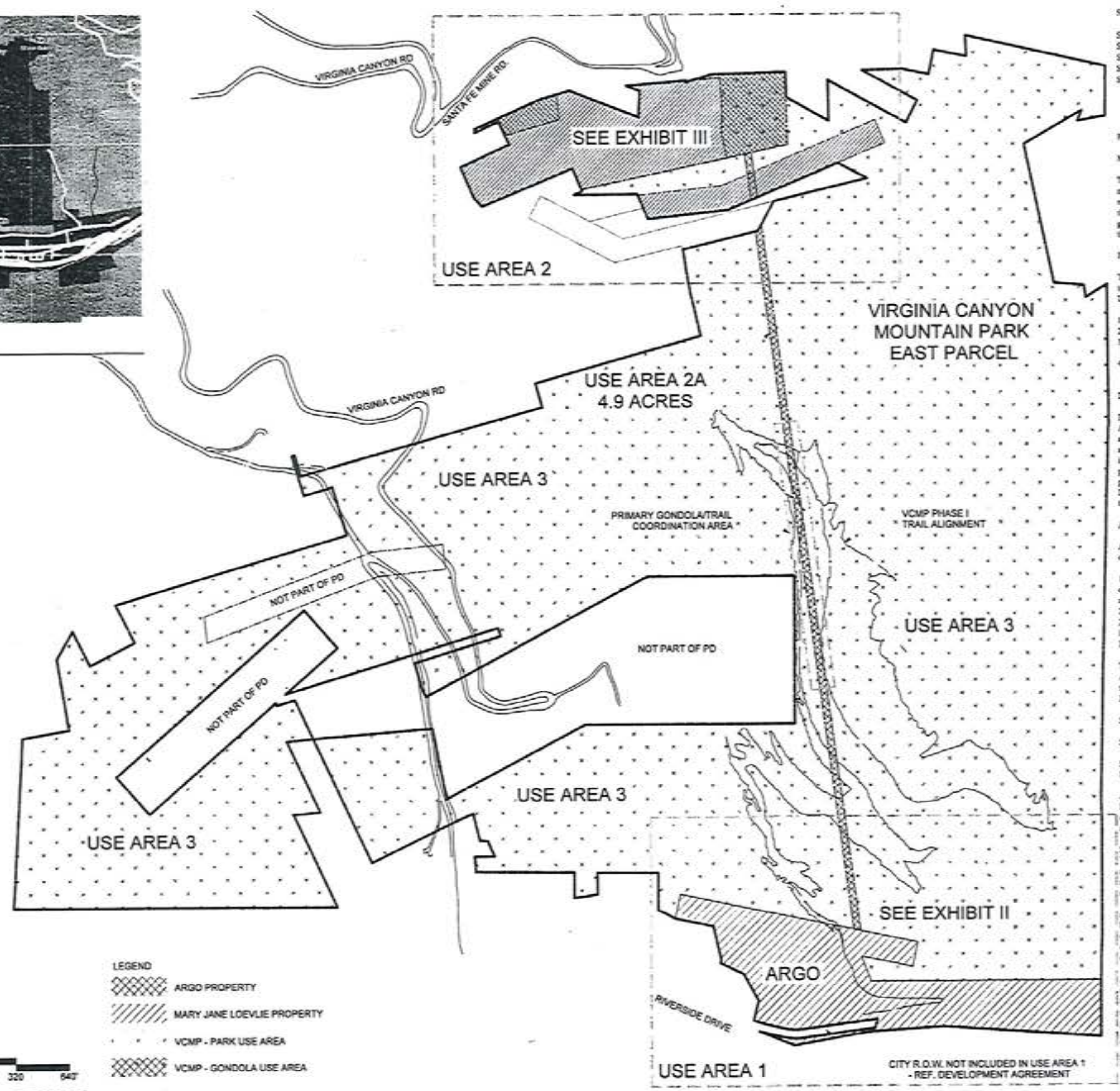
CLERK AND RECORDER:

ACCEPTED FOR FILING IN THE OFFICE OF THE CITY CLERK AND RECORDER OF IDAHO SPRINGS, COLORADO ON THIS 30th DAY OF October, 2019, AT 10:12 O'CLOCK A.M.

IDAHO SPRINGS CLERK — CLEAR CREEK RECORDER

BY: Deputy Clerk

DEPUTY CLERK



SITE MAP
SCALE: 1" - 320'

SHEET INDEX

SHEET 01 - SITE & VICINITY MAPS + NOTES
SHEET 02 - SITE DESCRIPTION
SHEET 03 - ENLARGED SITE MAP @ RIVERSIDE DRIVE
SHEET 04 - ENLARGED SITE MAP @ FRANKLIN MINE ROAD
SHEET 05 - LEGAL DESCRIPTION

PLANNED DEVELOPMENT

MIGHTY ARGO AND VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT

The design intent of Mighty Argo Mixed-Use Development is to create a mixed-use base camp village. This may include museum and tour operations, gondola, multifamily residential, office uses, moderate scale retail, restaurants, hotel, shared light industrial, and shared commissary kitchen space designed to serve the neighboring community. The Project will focus on pedestrian and bicycle friendly access to public gathering places. The village feel shall be enhanced by use of limited parking directly off street located near the pedestrian sidewalks and building entries.

PURPOSE OF DEVELOPMENT

The purpose of the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development is to provide shared vision, economy, and community resource as referenced in the Memorandum of Understanding dated August 2018 and the associated Development Agreement.

1. Create a vibrant, exciting, sustainable development;
2. Provide a strong community resource along Riverside Dr. and the Greenway Trail;
3. Develop a destination to fit into the historic fabric and recreational assets of the City of Idaho Springs and Clear Creek County;
4. Virginia Canyon Mountain Park shall be used for public recreation, tourism and open space to promote health and economic growth in the community.

DEVELOPMENT AGREEMENT

Prior to approval of final development plans or associated building permits, a signed Development Agreement between all parties involved will set forth all the terms and conditions of the mutual agreement including detailed access and easement agreements; the obligations of all parties; the standards and conditions that will govern the development of the noted gondola and associated design elements in conjunction with the related land uses of Virginia Canyon Mountain Park and the neighboring private land. The Development Agreement will define benefits and impacts to the City and general public at large, like shared revenue and parking. The Development Agreement and associated Planned Development will conform to the terms of the Conveyance of Land (BLM) from Clear Creek County to the City of Idaho Springs for Recreation and Public Purposes adopted January 31, 2000.

ACCESS & EASEMENT AGREEMENT

Approval of this Planned Development is expressly conditioned upon the execution and recordation of one or more Access Agreements to achieve and guarantee the following:

1) Non-exclusive, permanent public access over, across and through the property within Use Area 1 owned by Argo Holdings, LLC, to Use Area 3 (Virginia Canyon Mountain Park) from Riverside Drive; and
2) Access over, across, and through, and use of such area(s) within Use Area 3, Use Area 2A, Use Area 2B, and Use Area 2C as are necessary for Argo Holdings, LLC, and its successors-in-interest, to construct, install maintain, operate, repair and replace the Gondola and related uses as described in this Planned Development in the location approved by this Planned Development.

The precise locations of such access and use areas shall be mutually-agreed upon by the City and Argo Holdings. The Access Agreement(s) required hereby must be approved and executed prior to the scheduling of any public hearing on a Final Development Plan for any portion of the Planned Development area.

See titleblock for Owner(s) name and information.

SHEET NOTES:

Street alignments, on Sheet 02, are conceptual. Street alignments will be determined at the time of the Final Development Plan.

Applicability Statement
Except as expressly provided within this Official Plan Development, development of this property shall conform to the City of Idaho Springs Land Development Regulations in effect at the time of building permit applications.

Standard Flexibility Statement
The graphic drawings contained in this Official Plan Development are intended to depict general locations and illustrate concepts of the textual provisions of the Official Plan Development. During the final development plan process the City Administrator may allow minor variations for the purpose of establishing

a. Final road alignments
b. Final configuration of lot and tract sizes and shapes
c. Final building envelopes and specific locations
d. Final access and parking locations
e. Landscaping adjustments

All Open Space areas shown are conceptual. The total, within C-1 Use Areas, shall be greater than the 10% required in Section 46 East End Overlay District of the City of Idaho Springs Land Development Regulations and Municipal Regulations. The allocation of Open Spaces will be determined at the Final Development Plan, in particular the final locations, size and configurations of any pocket parks, plazas, squares of promenades in C-1 or similar areas shall be based upon final grading and site design.

The boundaries of the Use Areas and Height Zones as shown in the Plan Development graphic represent general locations for the purpose of illustrating concepts of the textual provisions of the PD. exact locations will be determined at the time of the Final Development Plan.

Road names, pedestrian ways and corridors internal to the Mighty Argo Development will be determined at Final Plan Development.

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201, IDAHO SPRINGS, CO, 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor, Alan Tiefenbach - City Planner, Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3:
ADDRESS: Mary Jane Loevlie, PO BOX 278, IDAHO SPRINGS, CO, 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-567-4871

SITE & VICINITY MAPS + NOTES

01

M-76 1/5

DESIGN INTENT OF DEVELOPMENT

The Mighty Argo and Virginia Canyon Mountain Park (VCMP) Mixed-Use Development areas are intended as a mix of lively zones of activity and natural open space, promoting mobility, connectivity, recreation and tourism and shall not obstruct critical views of the historic mill or view corridors from the multiple peaks and ridges of VCMP. It is the intent of the applicants to create a balanced community whose vision includes:

1. Environmental enhancement and preservation;
2. Historic enhancement, protection and preservation;
3. Diversified, economic growth which has been planned and is compatible with the vision of the community;
4. Adding to the quality of life for the residents of Idaho Springs and surrounding areas.
5. Publicly accessible recreation opportunities

AREA 1 consists of the following:

Mill & Tunnel and Mixed-Use Village
The Mill & Tunnel is a designated national historic site. Transparency at the ground floor may prove to be difficult although will be integrated where possible to further engage pedestrian interaction from the Plaza.
The Mixed-Use Village may be comprised of buildings, where residential and work/live units shall be primarily located above the ground floor level, allowing ground floor(s) to blend commercial, cultural, institutional, or entertainment uses through their physical location. Additional multi-family residential and boutique hotel buildings will further add to the sense of community and interest as they engage the property. Their designs shall address the scale of the natural surrounding terrain.
To help provide pedestrian connections to the adjacent Plaza, a 60% or more transparency or decks and patios at street level shall be achieved fronting the Greenway Trail and Riverside Drive. Historic precedent shall inform the final design at the ground floor level. Pedestrian engaging building elements and details will be employed where transparency is not ideal. All functional space shall be programmed to actively encourage pedestrians by providing amenities such as a mercantile and ticket counters for local attractions. The ground floor of the Mill, Mixed-Use Village and associated public spaces shall open to the Plaza and relate to it through design elements such as similar exterior lighting, street furniture, histoirc mill and mine artifacts, and complementary ground surfaces.

Plaza / Open Space
The public space is a crucial element to the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development. The Plaza provides a focal point (e.g., fountain, artwork, specimen tree or similar) and may include various seating opportunities, both fixed and movable. Additional open space elements tie the 27 acre Area 1 together, threading through the surrounding vertical architecture. These elements may include eateries with outdoor seating, outdoor displays for retail space, or mobile vendors and may meander from a single level to multi-level but shall be visibly and physically connected to encourage the value of public gathering. Use of outdoor stairways may be designed as an architectural feature or wide landscaped steps will accent the open space to make it inviting.

AREA 2 consists of the following:

Gondola – Area 2A
Gondola towers and associated cables connect Area 1 and the landing pad at Area 2. The cableway nods to the transportation used during the historic mining era. They are simple galvanized structures situated along the mountain side, darkened to minimize contrast with their natural surroundings. The cable line and cabins moving along the line will excite visitors and draw them to the development. Key view studies shall be provided for the Final Development Plan approval. Precedent views or comparable systems are provided in this document. The gondola line must not obstruct views from the adjacent ridges of Virginia Canyon Open Space.

Upper Landing Area 2B and 2C
The Upper Landing site of the Gondola straddles private property and the City land of Virginia Canyon Mountain Park. The associated development agreement will detail the many benefits of the Upper Landing between the private owner(s) and co-applicant, the City of Idaho Springs. The landing shall be vibrant and lively space consisting of natural rock formations, old growth trees and plenty of scenic viewing deck. Viewing decks may be tiered to address the steep natural grades of the region. The space may be inviting to the user through design elements such as similar exterior lighting, street furniture, whimsical artistic elements and notable historic artifacts and interpretive signage dedicated to the history of the surrounding region and its gold mining legacy. See Design Standards section for further information. Final design standards will be approved per the associated Final Development Plan.
Food and beverage and operational resource structures may be located to draw users to and through the environment. See Allowed Uses section for specific uses allowed per Area. Design elements shall address the pedestrian through the use of unique detailing similar to that of Area 1 and relatable elements at the pedestrian level such as fenestrations, counters and benches.

There is presently no water and sewer infrastructure serving the property. Unless this infrastructure is constructed, final build-out will be limited by physical and legal availability of water, and well and septic permits

AREA 3 - consists of the following:

Virginia Canyon Mountain Park
This portion of the mountain park is public land designed primarily for recreational hiking, mountain biking, and multi-use trails. It shall be a diversified trail experience while separating the area into distinct spaces based on desired experience, trail usage, level of difficulty and constructability. The Gondola in Area 2a provides access to the trails and shall preserve critical view sheds from the trails. Interpretive stops teaching the history of Clear Creek County and surrounds may further engage users throughout the park. Access between Areas designated in this PD shall be further outlined in the associated Development Agreement mentioned previously in this document and noted on associated Final Development Plans.

1.1 ALLOWED USES

Use Regulations, see Development Regulations for more information per Areas:
No land shall be used and no building shall be hereafter erected, converted or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

a. Area 1 – Mixed-Use (Area 1A-1E)
C-1 Commercial -1, Uses per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- River rafting office and operations
- Package Liquor Stores, Including the Sale for Consumption on the Premises of Liquor.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course
- Commissary kitchen
- Home occupation
- Storage and maintenance for gondola and property related equipment shall be screened
- Maximum 200 multi-family residential units

Automotive service stations are not allowed.

b. Area 2A - Gondola
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations and maintenance

c. Area 2B - Upper Landing (approx. 24.3 acres)
Uses for public access shall only be accessed by the public via the Gondola, hiking, biking or commercially-operated visitor shuttle
P- Park and Recreation per Table 21-50-1 of the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and accessory uses customarily incidental to a tourist- oriented line such as retail, restaurants, visitor center, art studios, craft shops and custom small industry, museums, decks, conference facilities, mine tours, and lookouts decks, etc. Alcohol may be served and consumed.
- Tourist accomodations which include overnight stays
- Single family residential (20 units max.) Road access for Residential Uses is allowed.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course and ancillary structures
- Sale, rental repair or inside storage of any equipment, supplies or materials related to recreational activities not including mini-storage
- Storage and maintenance for gondola and property related equipment shall be screened
- Communications Towers

c.2 Area 2B-M2 (approx. 1.89 acres)
- Includes all Uses listed under Area 2B and:
- The parcel as defined as 2B-M2 attached hereto is further approved for those uses currently authorized by the zoning regulations for the M-2 zoning district in Clear Creek County Colorado. These uses and their limitations, terms and conditions are attached hereto as Exhibit __ and expressly incorporated herein by this reference, except that all uses requiring a Special Use Permit under Section 706 thereof shall instead require a Conditional Use Permit under the City's zoning regulations (currently, Section 21-105 of the Idaho Springs Land Development Regulations).
This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, provided that all of the necessary federal, state and local permits are obtained.
- This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, provided that all of the necessary federal, state and local permits are obtained

d. Area 2C (approx. 4.2 acres)
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- Structure incidental to the use of P-1 parks, trails, and open spaces

e. Area 3 - Virginia Canyon Mountain Park
P- Park and Recreation per the City of Idaho Spring Municipal Code.

f. Areas 1 and 2 (not including Area 3) may be used for the following community uses:

- Gatherings such as Festivals, Weddings and Performances, Markets, e.g., Farmer's or Flea, Seasonal activities, and Fairs, e.g., craft and art
- Vendor carts, trucks, and Food stalls
- Parks, plazas and trails
- Utilities (both public and private)
- House privately owned animals for recreational purposes of lesson programs, trail facilities, petting zoo and stabling facilities temporary and permanent.

1.2 DEVELOPMENT STANDARDS (LOT AND BUILDING)

LOT SIZE

Minimum lot size shall be 1/3 acre per single family residential housing where allowed in Area 2B
There is no minimum lot size outside of Area 2B within the Development where single family housing is NOT allowed.

DENSITY

Maximum total retail development shall not exceed 40% of total planned square footage.
Residential density will be addressed at the Final Development Plan phase but shall not be greater than 200 units per designated Area 1.

Open Space - Areas 1D and 1E will together provide a minimum of 6,000 SF of developed public open space in addition to Clear Creek Greenway Alignment and VCMP access routes.

SETBACKS

Required setbacks follow C-1 designation per the City of Idaho Spring Municipal Code except:

Area 1 - Mixed-Use:
Building setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5'.
75% of the Street Level setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5', otherwise setbacks shall be 10' except for the Gondola and related building elements.
Accessory structures and deck or patio elements shall be allowed within the setback.
Building setbacks at the East and West Project boundaries shall be no less than 5'.

Area 2A - Gondola
No setback shall be required as this allows for the movement of the Gondola towers in case of adverse field conditions of compromised views from Virginia Canyon Mountain Park. Final tower locations will be documented for approval in the Final Development Plan.

Area 2B and 2C - Upper Landing:
No setbacks shall be required.

PARKING

A traffic study assessing traffic impacts and required improvements shall be provided with each Final Development Plan. One traffic study can be submitted for the entire Planned Development Area at full build out, or addendums may be provided with each individual Final Development Plan. Traffic study shall meet the requirements of the Idaho Springs Land Development Regulation and Standards and Specifications for Design and Construction. The traffic study may take into consideration satellite parking lots and garages and alternative parking methods to meet the requirements of the Idaho Springs Land Development Regulations and Standards and Specifications for Design and Construction.

Anticipated ridership for the Project including the Gondola is 600,000 people annually. This assumes an average of 3 people per car based on I-70 statistics that totals approximately 200,000 cars annually. The Project will be a year-round facility with peak times at weekends and holidays. Industry average for a year-round gondola demonstrates peak times have two-thirds greater visitation than non-peak times. Weekends and holidays account for approximately 32% of the days (or 115 days) of the year. Therefore, there will be an anticipated 64,000 total cars for 115 peak days of the year equaling approximately 557 cars per day on these peak days. 7% of the people in these cars will opt for taking a tour bus. The busing option reduces our peak car count to be 518.
The nature of the Project with 1-hour Mill and Tunnel tours, commercial activity and the year-round scenic gondola indicates the majority of the daily visitors will park for approximately 3 hours at a time. Gondola ridership may be controlled through timed ticketing to encourage people to continue to move through the development. Assuming operating hours of at least 9am-6pm, we can ensure at least 3 windows of opportunity to park and ride throughout peak days of the year. This allows for the anticipated 518 cars to turnover at approximately 3 hour intervals equal to 173 cars at a time.

Peak time need for parking of the Gondola (per market study ridership) and existing Museum (per LDR) is approximately 220 cars. Refer to associated Impact Statement for further detail. The Impact Statement includes a parking plan that indicates at least 200 parking spaces to be attained onsite during the initial build-out. At the time of the Final Development Plan for the Gondola, a parking study shall be submitted which indicates the required number of parking spaces for this use based on comparable exemples and estimated useage. The associated Memorandum of Understanding notes the City and Argo Holdings LLC are working on cooperative solutions for parking, connectivity and mobility throughout the City, ie. shuttles, bike share, etc. Satellite parking shall offset parking needs that arise through the development phases of Virginia Canyon Mountain Park and Mighty Argo.

Comparable Attractions and associated Parking:

Butterfly Pavilion	510,000 people anually	365 day	154 parking spots	10.4 factor
Georgetown Loop	170,00 people annually	200 day	121 parking spots	7.0 factor
Botanic Garden	1.3M people annually	365 day	325 parking spots	10.9 factor
Argo Gondola	*600,000 people annually*	*365 day*	*200 parking spots*	*8.2 factor*

STEEP SLOPE DEVELOPMENTS

The proposed property potentially contains geologic hazards including rockfall, mudflow / debris flow, unstable slopes and thick deposits of potentially unstable fill. At time of Final Development Plan, the applicant shall provide a geologic hazard analysis that evaluates:

i. Slope stability under current and proposed conditions,
ii. Rockfall,
iii. Debris flow,
iv. Erosion,
v. Avalanche hazards, and
vi. Suitability of the mine tailings as a foundation material.

The evaluation should identify areas in the proposed development where engineered mitigation may be necessary and where avoidance is the only feasible solution.

The Project will consider the challenges and opportunities of building on steep slopes and will minimize excessive cutting when feasible, the impact of erosion, rockfall, landslides, sedimentation and unstable slopes and strive to integrate buildings into the natural topography.

Development at the Upper Landing of the Gondola will respect the natural grade of the terrain as much as possible. The Development may integrate or protect unique natural features of the site such as landforms, rock outcroppings, mature trees, drainage courses and hilltops. Site infrastructure throughout will be efficiently designed to minimize land disturbance. Bearing capacity of all foundation materials will be evaluated by professional engineers.

ENVIRONMENTAL MITIGATION

Mitigation that may be conducted at the Project, is the responsibility of the Colorado Department of Public Health and Environment (CDPHE) in cooperation with the United States Environmental Protection Agency (USEPA). Copies of the environmental mitigation plans that document CDPHE and USEPA responsibilities can be found at https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800257 .

Although not their responsibility, The Project has worked with CDPHE and USEPA to develop strategic, cooperative mitigation plans that will potentially allow Project redevelopment to lessen human health impacts, improve existing environmental conditions, and to celebrate the Project's natural landscapes and open spaces.

EXCEPTIONS TO BUILDING HEIGHT RULES

The following non-building uses and features shall not be subject to the "height limitations". Signage or features whose primary use is signage is not included as an exception to height rules. These items shall be reviewed as part of the building elevations in associated Final Development Plan(s).

- Water Tanks
- Roof top gardens
- Solar Collectors
- Wind turbines
- Art pieces
- Other incidental, non-occupied roof-top structures, (e.g., HVAC, antenna, etc.) roofing and architectural embellishments approved at the time of the associated Final Development Plan
- Play Structures
- Look out/Observation Towers

1.3 DESIGN STANDARDS

BUILDING MATERIALS AND COLORS

- Building materials shall be complementary to historic mine architecture.
Black iron or something similar in look may be used at storefronts and primary accent elements.
- Buildings shall provide greater visual and textural interest at the street level and areas that are highly visible to the public. This shall be achieved by 60% or more of the street level elevation along Riverside Drive, the Greenway Trail and Clear Creek including transparency or deck or patio elements and architectural detailing.
- Buildings will be complimentary in color to the current color of The Mighty Argo Mill. Colors may contrast in a complementing fashion to the mill but within historical context of the Victorian Industrial Age in history.
- Highly reflective glass shall not be used to avoid reflected glare onto the public realm.

BUILDING MASSING AND ARTICULATION

- The Development shall comply with the architectural standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted
- Buildings shall be primarily detailed in the language of mill and mine vernacular. Modern elements such as elevators, windows, etc. will be mechanically expressive similar to artifacts of the early 1900s.
- Massing shall be complementary of the existing historic Mighty Argo Mill and waste rock and in scale with its proportions but never taking attention away from the historical structure.

SITE DESIGN

- Site design shall conform with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Access to and from the Mighty Argo, Gondola Landing, and Virginia Canyon Mountain Park trails shall be maintained per the associated Development Agreement.

LANDSCAPING

- Landscaping shall comply with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

LIGHTING

- Care will be taken to address dark sky concerns throughout the Development. Lights shall be no brighter than necessary and shall be downcast and fully shielded. Unique conditions related to the operation and maintenance of the gondola may require exceptions to these noted limitations. Exceptions shall be presented with associated Final Development Plan for approval.
- Light spill shall not exceed .06 foot candles from the property line and .05 adjacent to residential not part of this PD.
- Lighting for special engagements and limited art installations shall are not subject to restrictions in this Plan Development.
- Due to the size, scale, and unique nature of the aerial tramway, color temperature of lighting and height limits on light poles shall meet safety requirements of the Colorado Passenger Tramway Safety Board for the associated equipment and operations of the aerial tramway.
- Streetlights and parking lot light poles shall not exceed 30' in height and shall not exceed a color temperature of 3,000 kelvin.

SIGNAGE

- Signage shall comply with the signage standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Internally Illuminated cabinet signage shall not be allowed. Internally Illuminated signage in line with Google Architecture may be considered.

1.4 TITLE AND NAMES

Official Plan Development: Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development

PD Prepared By: Argo Holdings LLC
Travis Cook and Carla Pokrywka Cole
1431 Miner St. Idaho Springs, CO 80452
Phone 303.567.4871

1.5 BUILDING DESIGN - DESIGN PRINCIPLES
(adopted by the Mighty Argo development team in 2017)

1. Respect the Historic Presence of the Mill, Tunnel and Waste Rock, a designated National Historic Superfund Site
Honor, enhance and celebrate the historic significance of the Argo and the technological advancements that occurred here
2. Celebrate the River
Encourage pedestrian access to the creek
3. Embrace Rosa Gulch
Gulch is a gateway to the Area 3 open space
4. Integrate and Activate the Mill
Scale new construction to compliment the historic Mill and neighboring slopes.
Buildings shall provide greater visual and textural interest at the street level to encourage public interest.
Metal elements may be used as primary and accent materials to address historic mine architecture.
5. Extend Residential Fabric
Plan to accommodate and support minimal multi-family residential projects within private land
6. Address needs for a Conference Center by providing flexible meeting 'places'
7. Parking split between onsite and offsite locations - concentrated and dispersed.
8. Phased Development
Address changing needs of the City
9. Enhance Visitor and Local Experience
Spread activities throughout the site – Mill, Gulch, Clear Creek, etc.
Establish a central gathering point for the Project and City of Idaho Springs
10. Year-Round Outdoor Recreation Opportunities
Promote rafting, fishing, hiking, logging, snowshoeing, cycling, mountain biking
11. Connectivity and Mobility
Encourage and champion creative modes of transportation and connections around the City, nearby attractions, and urban centers.

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201, IDAHO SPRINGS, CO, 80452

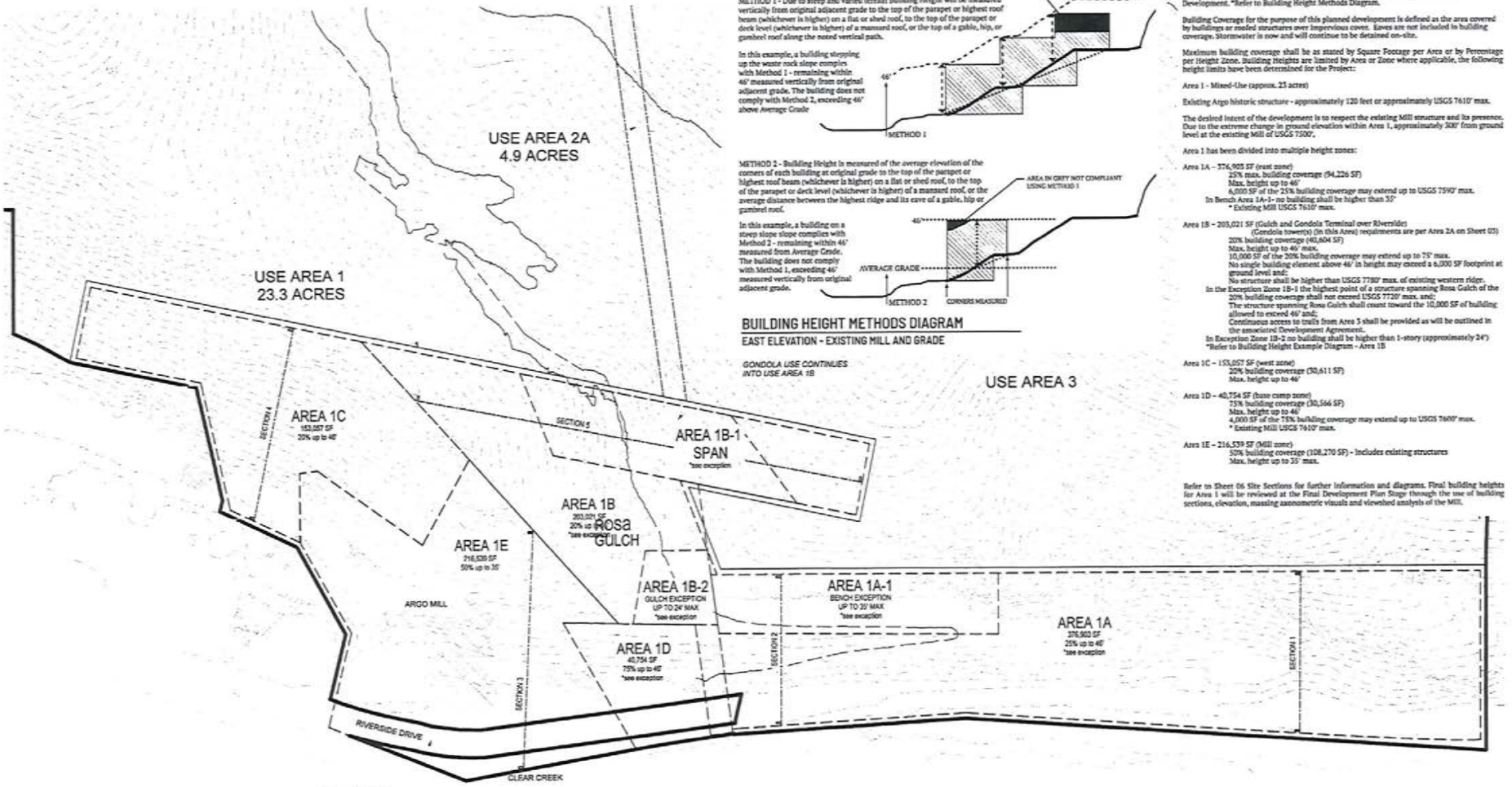
OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor
Alan Tiefenbach - City Planner
Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO, 80452

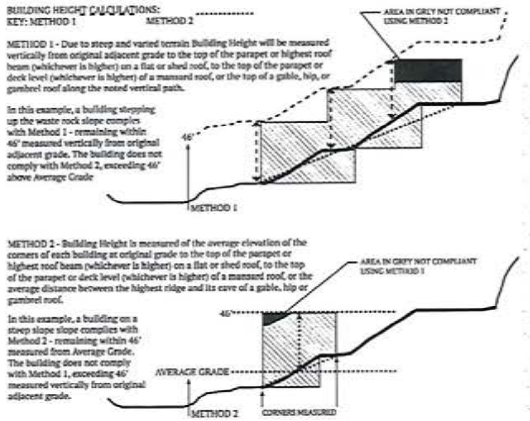
OWNER 3: Mary Jane Loevlie
ADDRESS: PO BOX 218, IDAHO SPRINGS, CO, 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 06-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO, 80452
303-567-4871

SITE DESCRIPTION
02





BUILDING HEIGHT AND MAXIMUM BUILDING COVERAGE

Building height shall be measured by one of two methods as defined in the Planned Development. *Refer to Building Height Methods Diagram.

Building Coverage for the purpose of this planned development is defined as the area covered by buildings or roofed structures over impervious cover. Eaves are not included in building coverage. Stormwater is now and will continue to be detained on-site.

Maximum building coverage shall be as stated by Square Footage per Area or by Percentage per Height Zone. Building Heights are limited by Area or Zone where applicable, the following height limits have been determined for the Project:

Area 1 - Mixed-Use (approx. 23 acres)

Existing Argo historic structure - approximately 120 feet or approximately USGS 7610' max.

The desired intent of the development is to respect the existing Mill structure and its presence. Due to the extreme change in ground elevation within Area 1, approximately 300' from ground level at the existing Mill of USGS 7500'.

Area 1 has been divided into multiple height zones:

Area 1A – 376,903 SF (east zone)
25% max. building coverage (94,226 SF)
Max. height up to 46'
6,000 SF of the 25% building coverage may extend up to USGS 7590' max.
In Bench Area 1A-1- no building shall be higher than 35'
* Existing Mill USGS 7610' max.

Area 1B – 260,021 SF (Gulch and Gondola Terminal over Riverside)
(Gondola tower(s) (in this Area) requirments are per Area 2A on Sheet 03)
20% building coverage (40,604 SF)
Max. height up to 46' max.
10,000 SF of the 20% building coverage may extend up to 75' max.
No single building element above 46' in height may exceed a 6,000 SF footprint at ground level and;
No structure shall be higher than USGS 7780' max. of existing western ridge.
In the Exception Zone 1B-1 the highest point of a structure spanning Rosa Gulch of the 20% building coverage shall not exceed USGS 7720' max. and;
The structure spanning Rosa Gulch shall count toward the 10,000 SF of building allowed to exceed 46' and;
Continuous access to trails from Area 3 shall be provided as will be outlined in the associated Development Agreement.
In Exception Zone 1B-2 no building shall be higher than 1-story (approximately 24')
*Refer to Building Height Example Diagram - Area 1B

Area 1C – 153,057 SF (west zone)
20% building coverage (30,611 SF)
Max. height up to 46'

Area 1D – 40,754 SF (base camp zone)
75% building coverage (30,566 SF)
Max. height up to 46'
4,000 SF of the 75% building coverage may extend up to USGS 7600' max.
* Existing Mill USGS 7610' max.

Area 1E – 216,539 SF (Mill zone)
50% building coverage (108,270 SF) - Includes existing structures
Max. height up to 35' max.

Refer to Sheet 06 Site Sections for further information and diagrams. Final building heights for Area 1 will be reviewed at the Final Development Plan Stage through the use of building sections, elevation, massing axonometric visuals and viewshed analysis of the Mill.

0 20 40 80 160'

SITE MAP - RIVERSIDE DRIVE
SCALE: 1" = 80'

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201 IDAHO SPRINGS, CO, 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Millman - Mayor, Alan Tiefenbach - City Planner, Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO, 80452

OWNER 3:
ADDRESS: Mary Jane Loevlie PO BOX 218 IDAHO SPRINGS, CO, 80452

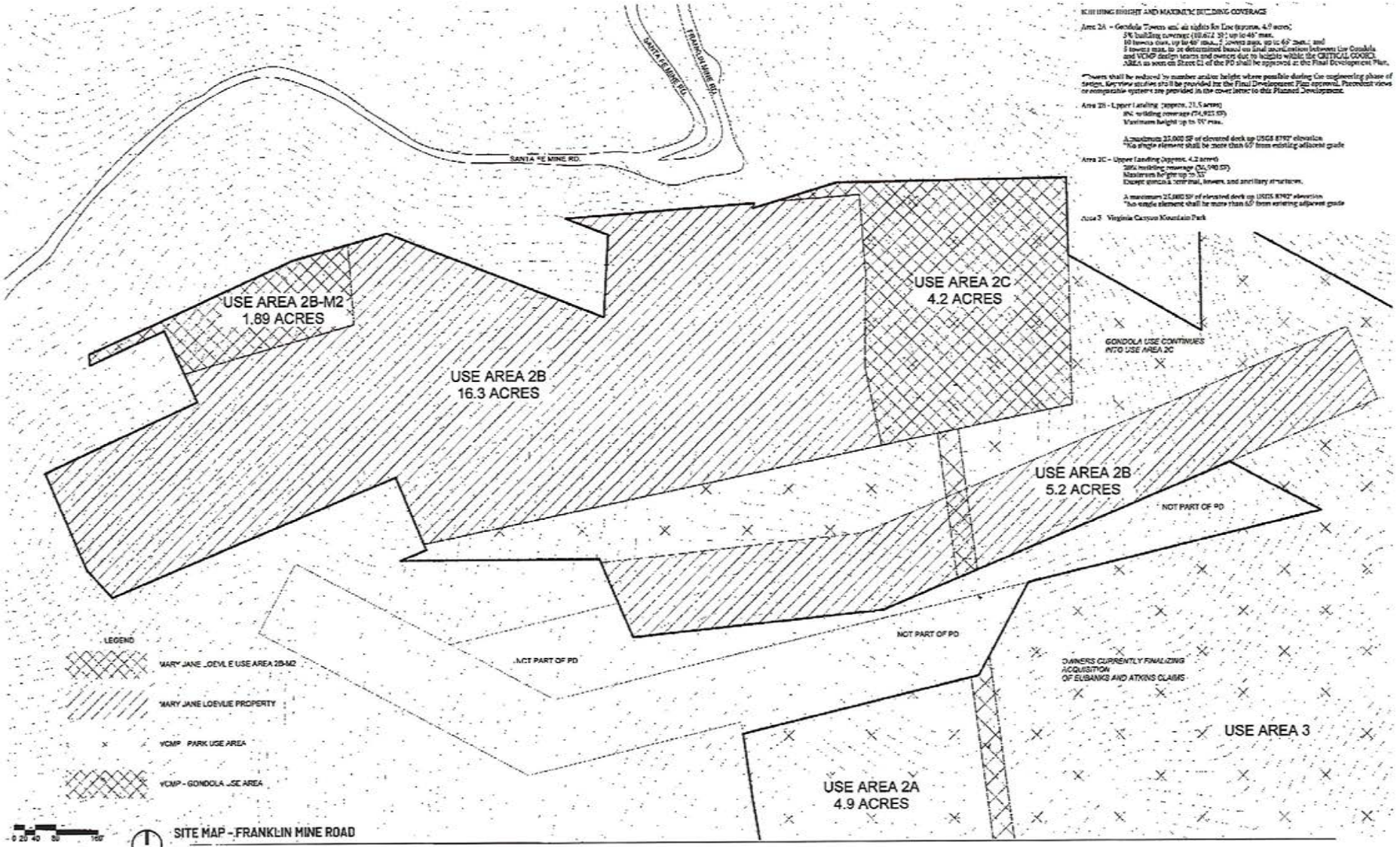
PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO, 80452
303-567-4611

ENLARGED SITE MAP @ RIVERSIDE DRIVE

03

M-76 3/5



OWNER'S ADDRESS: ARGO HOLDINGS, LLC PO BOX 1209 IDAHO SPRINGS, CO. 80452

OWNER'S ADDRESS: CITY OF IDAHO SPRINGS Mike Wrean Mayor Alan Tuchenberg - City Planner Andrew Parish City Administrator ADDRESS: CITY HALL, 515 "I" MILE ST IDAHO SPRINGS, CO. 80452

OWNER'S ADDRESS: Mary Jane Loevlie PO BOX 790 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 06-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Palkowski Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-567-4871

ENLARGED SITE MAP @ FRANKLIN MINE ROAD

04

LEGAL DESCRIPTIONS:

PARCEL - ARGO BASECAMP

FROM CHICAGO TITLE OF COLORADO COMMITMENT TO INSURE NO. 097-C201386-072-J72
PARCEL A:
ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. MINERAL SURVEY NO. 85802A AND THE ARGO MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 85802B, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°50'W., 80.43 FEET; THENCE N. 68°32'W. 135.57 FEET; THENCE N. 14°45'W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S PATENT RECORDED IN BOOK 213 AT PAGE 88.
PARCEL B:
THE SILVER AGE MILLSITE CLAIM, U.S. SURVEY NO. 3737B, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 88, EXCEPTING AN EASEMENT AND RIGHT OF WAY 30 FEET IN WIDTH, AS DESCRIBED IN BOOK 183 AT PAGE 219, THE SAN TOY MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 18357, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 68, ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. SURVEY NO. 85802A AND THE ARGO MILLSITE, U.S. SURVEY NO. 85802B LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°50'W., 80.43 FEET; THENCE N. 68°32' W., 135.57 FEET; THENCE N. 14°45' W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S. PATENT RECORDED IN BOOK 313 AT PAGE 88, THE WELCH PLACER, U.S. SURVEY NO. 236, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, AT PAGE 62, EXCEPT A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY AS DESCRIBED IN INSTRUMENT RECORDED JUNE 16, 1969 IN BOOK 313 AT PAGE 278 , AND EXCEPT THAT PORTION OF SAID WELCH PLACER, U.S. MINERAL SURVEY NO. 236 DESCRIBED AS FOLLOWS: COMMENCING AT CORNER NO. 2 OF THE DUNN PLACER, U.S. SURVEY NO. 188, BEING ALSO CORNER NO. 7 OF THE WELCH PLACER, U.S. SURVEY NO. 236 THENCE S. 13°13' W., ALONG THE EAST LINE OF THE DUNN PLACER, 173.25 FEET TO THE TRUE POINT OF BEGINNING SAID POINT BEING ON THE NORTHEASTERLY CORNER OF BLOCK "B" OF THE SUNNYSIDE ADDITION TO THE CITY OF IDAHO SPRINGS; THENCE N. 13°13' W., 178.45 FEET; THENCE S. 68°55' E., 40.36 FEET; THENCE S. 13°13' E., 129.64 FEET TO A POINT ON A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET; THENCE N. 70°57' W., ALONG A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET A DISTANCE OF 40.38 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PORTION WHICH MAY HAVE BEEN DEEDED TO THE CITY OF IDAHO SPRINGS FOR STREET PURPOSES ONLY. THE ABOVE MOST RECENTLY SET FORTH IN DEED RECORDED IN BOOK 443 AT PAGE 745.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DEED RECORDED JULY 17, 1991, IN BOOK 482, AT PAGE 575 AND CORRECTION DEED RECORDED SEPTEMBER 26, 1991, IN BOOK 484 AT PAGE 237.

EXCEPTING ALSO THOSE PORTIONS CONVEYED BY DEED RECORDED AUGUST 11, 1997, IN BOOK 553 AT PAGE 441.

EXCEPTING ALSO RESERVATIONS, EASEMENTS AND OTHER RIGHTS OF RECORD, INCLUDING WITHOUT LIMITATION, RIVERSIDE DRIVE, AND THAT EASEMENT RECORDED IN BOOK 553 AT PAGE 436.

SUBJECT TO THAT SEPTEMBER 1, 1993 LEASE TO JONES SPACELINK LTD., AND TO THAT PARTIAL CONSENT DECREE IN CIVIL ACTION NO. 97-WY-286 ENTERED ON JUNE 3, 1997, IN THE UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO.

PARCEL - 2018 ACQUISITION (GLEANER)

A PART OF DORINA LODE MINING CLAIM, NO NAME LODE MINING CLAIM, AND THE NO NAME MILL-SITE, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1422A & 1422B, APPROVED ON OCTOBER 26, 1900; A PART OF GLEANER LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 13041, APPROVED ON MARCH 28, 1899; A PART OF HARVEST LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 17793, APPROVED ON JANUARY 24, 1906; AND A PART OF SECTION 25 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 22, 2003 UNDER RECEPTION NUMBER 221817 IN THE RECORDS OF THE CLEAR CREEK COUNTY CLERK AND RECORDERS OFFICE ALL BEING A PART OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CLEAR CREEK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT CORNER 5 OF SAID THE NO NAME MILL SITE BEING MONUMENTED WITH AN ORIGINAL MARKED STONE 30X30 4X20, WHENCE CORNER 11 OF EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889, BEING MONUMENTED WITH A NUMBER 4 REBAR, BEARS S65°06'05"W A DISTANCE OF 774.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE 5-4 LINE OF SAID THE NO NAME MILL SITE N65°06'05"E, A DISTANCE OF 320.00 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 12 OF SAID EUPHRATES LODE MINING CLAIM; THENCE ALONG THE 12-7 LINE OF SAID EUPHRATES LODE MINING CLAIM N24°53'35"W A DISTANCE OF 150.00 FEET TO CORNER 7 THEREOF; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S65°06'05"W A DISTANCE OF 156.26 W TO A POINT ON THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N04°21'27"W A DISTANCE OF 21.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 1884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N60°30'08"E A DISTANCE OF 426.63 FEET TO A POINT ON THE 4-5 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 4-5 LINE OF DORINA LODE MINING CLAIM N74°01'38"E A DISTANCE OF 179.25 FEET TO CORNER 5 THEREOF BEING ALSO A POINT ON THE 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1857, APPROVED ON MARCH 6, 1883; THENCE ALONG SAID 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM S68°30'00"E A DISTANCE OF 444.08 FEET TO CORNER 8 THEREOF; THENCE ALONG THE 8-1 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N02°50'00"E A DISTANCE OF 158.33 FEET TO CORNER 1 THEREOF; THENCE ALONG THE 1-2 LINE OF SAID SILVER QUEEN LODE MINING CLAIM S68°30'00"E A DISTANCE OF 87.37 FEET TO THE 5-6 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 5-6 LINE OF DORINA LODE MINING CLAIM N85°31'38"E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF SAID DORINA LODE MINING CLAIM S04°31'38"E A DISTANCE OF 149.70 FEET TO CORNER 1 THEREOF; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED S00°52'29"W A DISTANCE OF 185.37 FEET TO CORNER 1 OF SAID HARVEST LODE MINING CLAIM; THENCE ALONG THE 1-4 LINE OF SAID HARVEST LODE MINING CLAIM S11°50'51"E A DISTANCE OF 150.05 FEET TO CORNER 4 THEREOF; THENCE ALONG THE 4-3 LINE OF SAID HARVEST LODE MINING CLAIM S78°08'32"W A DISTANCE OF 664.40 FEET TO A POINT ON THE 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2229, APPROVED ON SEPTEMBER 16, 1885; THENCE ALONG SAID 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM N22°45'00"W A DISTANCE OF 136.50 FEET TO CORNER 2 THEREOF; THENCE ALONG THE 2-1 LINE OF SAID FRANCE EXTENSION LODE MINING CLAIM S67°15'00"W A DISTANCE OF 591.28 FEET TO A POINT ON THE 3-4 LINE OF SAID GLEANER LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF GLEANER LODE MINING CLAIM N42°39'28"W A DISTANCE OF 75.78 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 6 OF SAID THE NO NAME MILL SITE; THENCE ALONG THE 6-5 LINE OF SAID N22°15'25"W A DISTANCE OF 199.51 FEET TO THE POINT OF BEGINNING.

PARCEL - 2019 ALLEN LODE
THE ALLEN LODE, U.S. SURVEY NO 17569, AS DESCRIBED IN U.S. PATENT RECORDED FEBRUARY 5, 2001 IN BOOK 608 AT PAGE 455, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

AREA 2B-M2--(A PORTION OF DORINA LODE AND NO NAME LODE MINING CLAIMS)
A TRACT OF LAND COMMENCING AT CORNER 7 OF THE EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S 65°06'05" W A DISTANCE OF 156.26 FEET TO A POINT ON THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N 04°21'27" W A DISTANCE OF 21.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 1884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N 60°30'08" E A DISTANCE OF 426.63 FEET TO A POINT ON THE 4-5 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 4-5 LINE OF DORINA LODE MINING CLAIM N 74°01'38" E A DISTANCE OF 179.25 FEET TO CORNER 5 THEREOF BEING ALSO A POINT ON THE 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1857, APPROVED ON MARCH 6, 1883; THENCE ALONG SAID 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM S 68°30'00" E A DISTANCE OF 444.08 FEET TO CORNER 8 THEREOF; THENCE ALONG THE 8-1 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N 02°50'00" E A DISTANCE OF 158.33 FEET TO CORNER 1 THEREOF; THENCE ALONG THE 1-2 LINE OF SAID SILVER QUEEN LODE MINING CLAIM S 68°30'00" E A DISTANCE OF 87.37 FEET TO THE 5-6 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 5-6 LINE OF DORINA LODE MINING CLAIM N 85°31'38" E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF SAID DORINA LODE MINING CLAIM S 04°31'38" E A DISTANCE OF 149.70 FEET TO CORNER 1 THEREOF; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED S 00°52'29" W A DISTANCE OF 185.37 FEET TO CORNER 1 OF SAID HARVEST LODE MINING CLAIM; THENCE ALONG THE 1-4 LINE OF SAID HARVEST LODE MINING CLAIM S 11°50'51" E A DISTANCE OF 150.05 FEET TO CORNER 4 THEREOF; THENCE ALONG THE 4-3 LINE OF SAID HARVEST LODE MINING CLAIM S 78°08'32" W A DISTANCE OF 664.40 FEET TO A POINT ON THE 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2229, APPROVED ON SEPTEMBER 16, 1885; THENCE ALONG SAID 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM N 22°45'00" W A DISTANCE OF 136.50 FEET TO CORNER 2 THEREOF; THENCE ALONG THE 2-1 LINE OF SAID FRANCE EXTENSION LODE MINING CLAIM S 67°15'00" W A DISTANCE OF 591.28 FEET TO A POINT ON THE 3-4 LINE OF SAID GLEANER LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF GLEANER LODE MINING CLAIM N 42°39'28" W A DISTANCE OF 75.78 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 6 OF SAID THE NO NAME MILL SITE; THENCE ALONG THE 6-5 LINE OF SAID N 22°15'25" W A DISTANCE OF 199.51 FEET TO THE POINT OF BEGINNING.

M-76 5/5

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201
IDAHO SPRINGS, CO. 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor
Alan Tietenbach - City Planner
Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3:
ADDRESS:

Mary Jane Loevlie
PO BOX 218
IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET,
IDAHO SPRINGS, CO. 80452
303-567-4671

LEGAL DESCRIPTION
05

Exhibit B
Gondola Landing Easement

[attached]

EXHIBIT

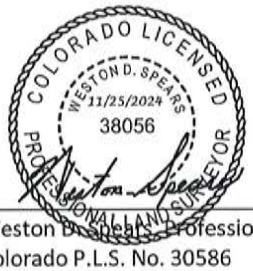
**A PART OF SECTIONS 25,
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN
IDAHO MINING DISTRICT, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 1 OF 2**

DESCRIPTION:

A part of Section 25, Township 3 South, Range 73 West of the 6th Principal Meridian, County of Clear Creek, State of Colorado, more particularly described as follows:

Beginning at corner no. 1 of the Dorina Lode Mining Claim, U.S. Mineral Survey No. 1422 thence N04°31'39"W, a distance of 149.70 feet with all bearings contained herein relative thereto; thence along the 6-5 line thereof S85°31'58"W, a distance of 162.27 feet to the 3-4 line of the Alpha Lode Mining Claim U.S. Mineral Survey No. 14559; thence along said line N73°00'00"E, a distance of 118.59 feet to the 11-12 line of the Queen Lode Mining Claim U.S. Mineral Survey No. 205; thence N88°33'12"E, a distance of 440.29 feet to corner no. 12 thereof; thence S01°26'49"E, a distance of 438.52 feet; thence S78°05'32"W, a distance of 369.39 feet to corner No. 4 of the Harvest Lode Mining Claim, U.S. Mineral Survey No. 17793; thence N11°50'51"W, a distance of 150.06 feet to corner No. 1 thereof; thence N00°22'32"E, a distance of 185.36 feet to the POINT OF BEGINNING.

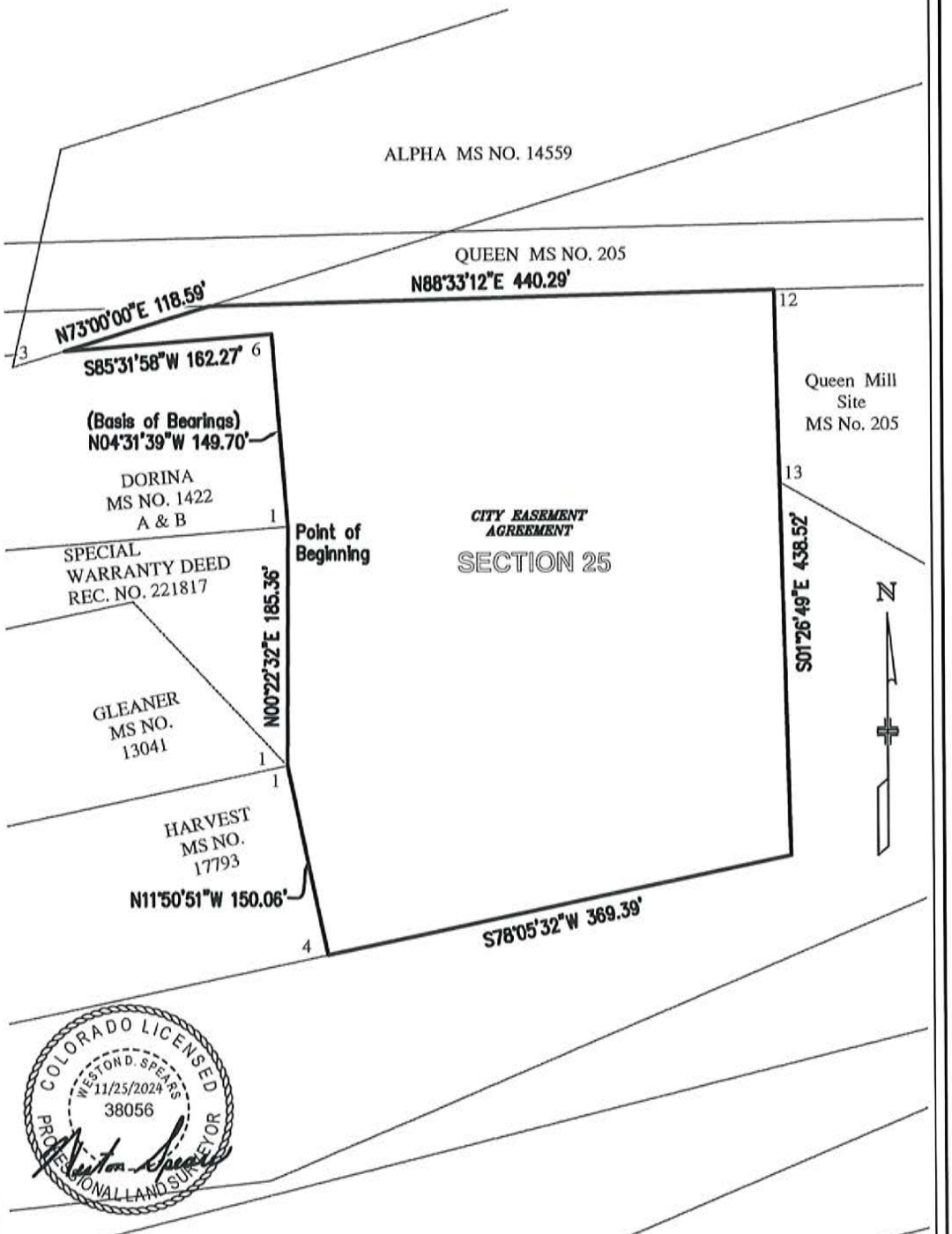
Containing a calculated area of 185,037 square feet or 4.25 acres.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 30586
for and on behalf of Clear Creek Surveying
PO Box 3184
Idaho Springs, CO 80452
(303) 567-4755

EXHIBIT

A PART OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6th P.M.
COUNTY OF CLEAR CREEK, STATE OF COLORADO
Sheet 2 of 2



COLORADO LICENSED
WESTON D. SPEARS
11/25/2024
38056
PROFESSIONAL LAND SURVEYOR

THE ABOVE DESCRIBED PARCEL CONTAINS 185,037 SQUARE FEET OR 4.25 ACRES, MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

DRAWN BY:	SCALE:	JOB NUMBER:
WDS	1=100'	20-02
CHECKED BY:	DATE:	
WDS	11/25/2024	

CLEAR CREEK SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 567-4755

PROJECT NO.: D:_Survey_Projects\2020\20025N02 Argo Mine\Office\CAD\Objection Exhibits\20-02 City.dwg

TERMINATION AND RELEASE OF EASEMENT AGREEMENT

This Termination and Release of Easement Agreement ("Termination Agreement") is made and entered into on _____, 2025 ("Effective Date"), by and between the **City of Idaho Springs, Colorado, a** Colorado municipal corporation and statutory city (the "City"), **Argo Holdings LLC**, a Colorado limited liability company ("Argo"), and **Mary Jane Loevlie**, an individual ("Loevlie"). The City, Argo, and Loevlie may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into that certain Easement Agreement dated December 11, 2020 and recorded on December 21, 2020 with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 298671 ("Easement Agreement").

B. The Parties now wish to terminate the Easement Agreement because the easements contemplated therein have been granted elsewhere in separate agreements between the Parties.

C. Pursuant to Paragraph 23 of the Easement Agreement, the Easement Agreement may be terminated by written agreement executed by all Parties.

D. The Parties agree to enter into this Termination Agreement to terminate and release the Easement Agreement and any easements granted or described therein, as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein

2. Termination of Easement Agreement. The Parties hereby agree that the Easement Agreement and any easements granted therein are immediately terminated, and all real property encumbered by the Easement Agreement and easements described therein shall be released from the same, as of the Effective Date.

3. Mutual Releases. The Parties hereby release and discharge each other from any and all obligations, duties, liabilities, or claims of every kind and nature arising out of or in any way related to the Easement Agreement.

4. Recording. This Termination Agreement shall be recorded by the City.

5. Entire Agreement. This Termination Agreement constitutes the whole agreement between the Parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument.

6. Authority. Each Party represents that all procedures necessary to authorize such Party's execution of this Termination Agreement have been performed and that the person signing for such Party has been lawfully authorized to do so.

7. Counterparts. This Termination Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

8. Miscellaneous. By entering into this Termination Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

9. Severability. If any provision of this Termination Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Termination Agreement, then the legality, validity and enforceability of the remaining provisions of this Termination Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Termination Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

[signature page to follow]

IN WITNESS WHEREOF the Parties have executed this instrument as of the Effective Date.

CITY:

CITY OF IDAHO SPRINGS, COLORADO

ATTEST:

By:_____
_____, City Clerk

By:_____
_____, Mayor

ARGO:

ARGO HOLDINGS LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

LOEVLIE:

MARY JANE LOEVLIE

By: _____

APPROVED AS TO FORM:

ARGO HOLDINGS LLC

By:_____
Mike Fredregill, Attorney-in-Fact

CITY OF IDAHO SPRINGS

By:_____
Carmen Beery, City Attorney

AMENDED AND RESTATED EMERGENCY EASEMENT AND ACCESS EASEMENT AGREEMENT

This Amended and Restated Emergency Easement and Access Easement Agreement ("Agreement") is made and entered into on January _, 2025, by and between **Argo Holdings LLC**, a Colorado limited liability company ("Grantor"), and the **City of Idaho Springs, Colorado**, a Colorado municipal corporation and statutory city ("Grantee").

RECITALS

A. This Agreement amends, restates, and supersedes that certain Emergency Easement and Access Easement Agreement dated December 11, 2020 entered into by and between Grantor and Grantee, recorded on December 21, 2020 with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 298672.

B. Grantor is the fee owner of record of the real property and improvements located at 2350 Riverside Drive, Idaho Springs, Colorado 80452, commonly referred to as the Argo Property, shown and designated as Area 1 on the PD (defined below), attached hereto as **Exhibit A** ("Property").

C. Grantee is the fee owner of record of certain property known as Virginia Canyon Mountain Park, shown and designated as Area 3 on the PD, attached hereto as **Exhibit A**, (the "Park").

D. Grantor and Grantee are parties to that certain Public-Private Development Agreement dated September, 2019 ("Development Agreement"), associated with that certain Planned Development for the Mighty Argo & Virginia Canyon Mountain Park Mixed-Use Development ("PD") approved by the City on June 10, 2019 and recorded with the Clerk and Recorder of Clear Creek County, Colorado at Reception No. 293437.

E. As a condition of the approval of the PD and Development Agreement, the parties agreed to provide access for the mutual benefit of the parties.

F. Accordingly, Grantor has agreed to convey access and emergency easements on, over, across, and through the Property to the Park, subject to the terms and conditions described in this Agreement.

G. Grantee wishes to accept such easements, subject to the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein

2. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys to Grantee a perpetual non-exclusive access easement on, over, across, and through the Property, in the locations described and depicted on **Exhibit B-1 and Exhibit B-2**, attached hereto and incorporated herein by reference (collectively, the "Easement") for the purpose of public ingress and egress to and from the Park and for the construction, installation, maintenance, repair, and removal of a non-motorized trail within the Easement area, and for emergency use by authorized personnel/authorities within the Easement area (collectively, the "Easement Activities"). Grantee hereby acknowledges and agrees that it accepts the Easement in an "as is" condition, subject to all patent or latent defects or problems of any kind or nature.

3. Easement Activities. The Easement may be used by Grantee and the public for non-motorized ingress and egress to and from the Park, and by Grantee and its employees, contractors and agents ("Grantee Parties") to construct, install, maintain, repair, remove, replace and use all improvements, fixtures and features necessary or desirable for a public trail on, in and through the Easement, including but not limited to asphalt, concrete and other trail surface material, gravel and other trail base material, boardwalk and boardwalk structure, pilings, foundations, railings, stairs, landings, ramps, retaining walls, bridges, culverts and other drainage facilities, as well as signs and any other improvements, fixtures and features necessary or desirable for a public trail system. The foregoing notwithstanding, the Grantee and the Grantee Parties are specifically authorized to use motorized vehicles and equipment on, in and through the Easement for construction, repair, maintenance, plowing snow from the trail, and emergency purposes. Notwithstanding the foregoing, Grantee's use of the Easement will not unreasonably impair the drainage characteristics, cause material erosion on the Property, or otherwise damage the Property in any manner.

4. Restoration. Grantee, at its sole cost and expense, shall repair and restore all portions of the Property and Easement damaged in connection with any Easement Activities under this Agreement to substantially the same condition existing prior to such damage.

5. Maintenance and Repair. Grantee, at its sole cost and expense, shall maintain and repair the Easement area. Except as otherwise set forth in this Agreement, Grantor shall not alter or damage the trail in the Easement area or any of the Grantee's improvements, fixtures or features located on or within the Easement, provided however, Grantor shall have no affirmative duty to maintain or repair the Easement, any of the vegetation or Grantee's improvements, fixtures or features located thereon.

6. Grantor's Use of Easement Area. Grantor retains the right to the use and occupancy of the Easement insofar as such use and occupancy is consistent with the terms of this Agreement and does not interfere with the Grantee's use of the Easement in any material respect. Grantor shall neither cause nor permit the construction or placement of any structure, building, improvement, fence, fixture, other obstruction, or any tree, woody plant or other vegetation, of any kind, on any part of the Easement that impairs, obstructs or inhibits the use or access provided for herein.

7. Minerals. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character.

8. Compliance. Grantee, in undertaking any of the use and Easement Activities described herein, shall comply with the following conditions and requirements:

   (a) Grantee and the Grantee Parties shall undertake such use and activities in accordance with all applicable federal, state, county and local laws, rules, codes and regulations, including but not limited to any rules, regulations, and stipulations under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") that may apply. Prior to the commencement of any work or Easement Activities pursuant to this Agreement, Grantee shall obtain all permits and licenses, if any, required to undertake such work and activities, and any work shall be completed in a good and workmanlike manner.

   (b) Grantee shall keep the Easement free of any liens or encumbrances caused by any act or omission of Grantee or the Grantee Parties, including any mechanic's liens or any other liens for labor or materials.

9. Risk.

   (a) Grantee's Assumption of Risk. Except to the extent of Grantor's gross negligence or intentional acts, Grantor shall not be liable to Grantee or any of the Grantee Parties, invitees, or users of the Easement for: (i) any damage to personal property occurring on the Easement or to Grantee or any of the Grantee Parties arising from the Grantee's or the Grantee Parties' performance of duties related to this Agreement or the public's use of the Easement or of others over whom Grantor exercises no control, located in, on or about the Property, including on the Easement, (ii) the loss of or damage to any property of Grantee or any of the Grantee Parties or of others by theft or otherwise, (iii) any injury or damages to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, floods, or leaks on the Property, including on the Easement, or (iv) any damage caused by tenants of the Property. All personal property of Grantee or the Grantee Parties used, kept or stored on the Easement shall be used, kept or stored at the sole risk of Grantee and the Grantee Parties.

(b) Grantor's Immunity pursuant to Colorado Recreational Liability Act. To the extent applicable to Easement, the parties expressly agree that the intent is that the same are conveyed as permanent, non-exclusive easements and public access is granted for a "recreational purpose" and "at no charge" under the Colorado Recreational Liability Act, C.R.S. Section 33-41-101, *et. seq.*, and, therefore, the Grantor is entitled to the benefits, protections, and limitations on liability afforded by Colorado law governing such easements. Grantor shall have no obligation to repair, clear, or otherwise maintain the access or Easement area, or to insure or indemnify Grantee, Grantee's Parties, invitees, or the public for any injury, claim, or damage to any person or property for any reason, excepting those caused by Grantor's negligence or intentional acts or those conditions set forth in C.R.S. § 33-41-104, as existing or hereafter amended.

10. Runs With the Land. The benefits and burdens of the Easement are intended to run with the land and shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

11. Recording. This Agreement shall be recorded by the Grantee.

12. Entire Agreement. This Agreement constitutes the whole agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

13. CGIA. Nothing herein shall be deemed or construed as a waiver by the Grantee of any rights, immunities, limitations, or protections afforded to it under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.), as now or hereafter amended, or otherwise available at law or equity and Grantee shall have no obligation to insure or indemnify Grantor.

14. Enforcement; Attorneys Fees. In the event that either party is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

15. Funds. All direct and indirect financial obligations of the Grantee under this Agreement are subject to the annual appropriation of funds by the City of Idaho Springs City Council. No provision of this Agreement will be or interpreted: (a) to directly or indirectly obligate the Grantee to make any payment in any fiscal year in excess of amounts appropriated by the Grantee for such fiscal year; or (b) as creating a debt or multiple fiscal year direct debt or other financial obligation whatsoever of the Grantee within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

16. Authority. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been lawfully authorized to do so.

17. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

18. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by agreement of all of the then current owner of the Property and the Grantee by written instrument duly executed and recorded.

19. Miscellaneous. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement is not intended to and shall not create in the public or any individual member of the public or any other party, a third party beneficiary relationship, nor authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement or enforcement of any of the terms of the same.

20. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

[signature page to follow]

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

GRANTOR:

ARGO HOLDINGS LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

GRANTEE:

CITY OF IDAHO SPRINGS, COLORADO

ATTEST:

By:_____
_____, City Clerk

By:_____
_____, Mayor

APPROVED AS TO FORM:

ARGO HOLDINGS LLC

By:_____
Mike Fredregill, Attorney-in-Fact
for Argo Holdings LLC

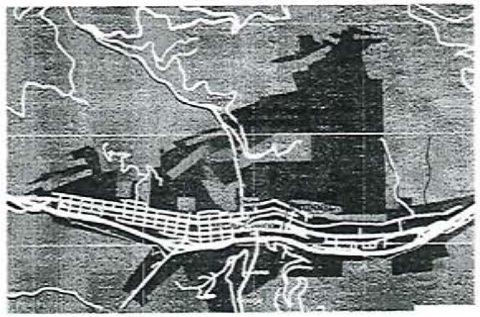
CITY OF IDAHO SPRINGS

By:_____
Carmen Beery, City Attorney

Exhibit A
PD

[attached]

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or size of the land described or depicted.



VICINITY MAP
SCALE: 1" - 1,280'

SIGNATURE AND NOTARY AREA

PROPERTY OWNERS:
ARGO HOLDINGS LLC

Mary Jane Loevlie 10-24-2019
MARY JANE LOEVLIE DATE

Robert F. Rowland 10/24/2019
ROBERT ROWLAND DATE

MARY JANE LOEVLIE

Mary Jane Loevlie 10-24-2019
MARY JANE LOEVLIE DATE

THIS PLANNED DEVELOPMENT, TITLED MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT, WAS ACCEPTED & APPROVED THE 10 DAY OF June 2019, BY THE IDAHO SPRINGS CITY COUNCIL.

CITY OF IDAHO SPRINGS

Michael C. Hillman 10-24-2019
MAYOR MIKE HILLMAN DATE

NOTARY PUBLIC:

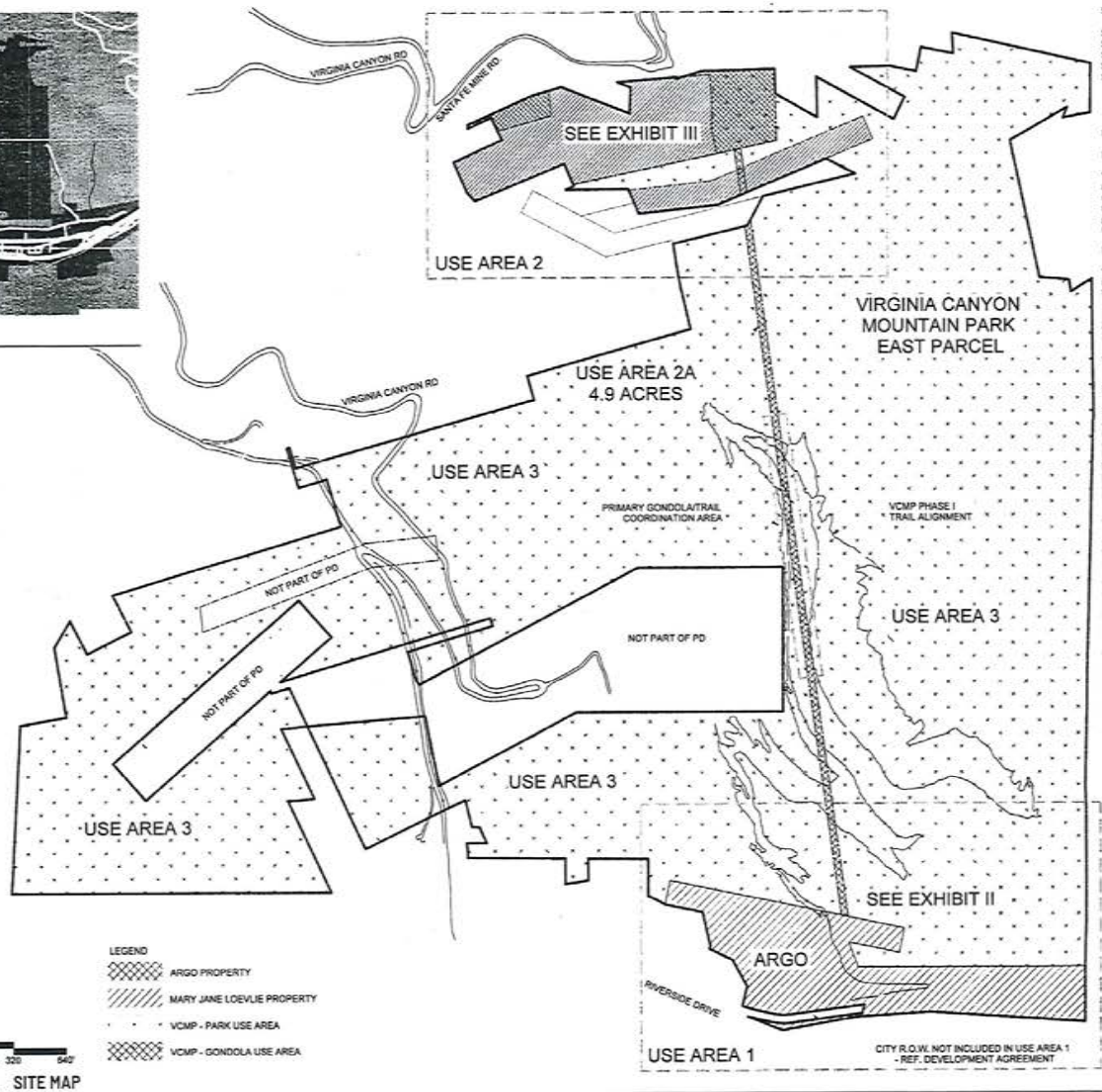
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO, THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
24th DAY OF October, 2019, BY
Robert Rowland, Michael Hillman + Mary Jane Loevlie
WHITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 02/22/2020

Kelsey Smith
NOTARY PUBLIC

CLERK AND RECORDER:

ACCEPTED FOR FILING IN THE OFFICE OF THE CITY CLERK AND RECORDER OF IDAHO SPRINGS, COLORADO ON THIS 25th DAY OF October, 2019, AT 10:15 O'CLOCK AM.

IDAHO SPRINGS CLERK
Virgie Plott
CLEAR CREEK RECORDER
BY: Virgie Plott
DEPUTY CLERK



LEGEND
- ARGO PROPERTY
- MARY JANE LOEVLIE PROPERTY
- VCMP - PARK USE AREA
- VCMP - GONDOLA USE AREA

0 80 160 320 640'

SITE MAP
SCALE: 1" - 320'

SHEET INDEX

SHEET 01 - SITE & VICINITY MAPS + NOTES
SHEET 02 - SITE DESCRIPTION
SHEET 03 - ENLARGED SITE MAP @ RIVERSIDE DRIVE
SHEET 04 - ENLARGED SITE MAP @ FRANKLIN MINE ROAD
SHEET 05 - LEGAL DESCRIPTION

PLANNED DEVELOPMENT

MIGHTY ARGO AND VIRGINIA CANYON MOUNTAIN PARK MIXED-USE DEVELOPMENT

The design intent of Mighty Argo Mixed-Use Development is to create a mixed-use base camp village. This may include museum and tour operations, gondola, multifamily residential, office uses, moderate scale retail, restaurants, hotel, shared light industrial, and shared commissary kitchen space designed to serve the neighboring community. The Project will focus on pedestrian and bicycle friendly access to public gathering places. The village feel shall be enhanced by use of limited parking directly off street located near the pedestrian sidewalks and building entries.

PURPOSE OF DEVELOPMENT

The purpose of the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development is to provide shared vision, economy, and community resource as referenced in the Memorandum of Understanding dated August 2018 and the associated Development Agreement.

1. Create a vibrant, exciting, sustainable development;
2. Provide a strong community resource along Riverside Dr. and the Greenway Trail;
3. Develop a destination to fit into the historic fabric and recreational assets of the City of Idaho Springs and Clear Creek County;
4. Virginia Canyon Mountain Park shall be used for public recreation, tourism and open space to promote health and economic growth in the community.

DEVELOPMENT AGREEMENT

Prior to approval of final development plans or associated building permits, a signed Development Agreement between all parties involved will set forth all the terms and conditions of the mutual agreement including detailed access and easement agreements, the obligations of all parties, the standards and conditions that will govern the development of the noted gondola and associated design elements in conjunction with the related land uses of Virginia Canyon Mountain Park and the neighboring private land. The Development Agreement will define benefits and impacts to the City and general public at large, like shared revenue and parking. The Development Agreement and associated Planned Development will conform to the terms of the Conveyance of Land (BLM) from Clear Creek County to the City of Idaho Springs for Recreation and Public Purposes adopted January 31, 2000.

ACCESS & EASEMENT AGREEMENT

Approval of this Planned Development is expressly conditioned upon the execution and recordation of one or more Access Agreements to achieve and guarantee the following:

1) Non-exclusive, permanent public access over, across and through the property within Use Area 1 owned by Argo Holdings, LLC, to Use Area 3 (Virginia Canyon Mountain Park) from Riverside Drive; and
2) Access over, across, and through, and use of such area(s) within Use Area 3, Use Area 2A, Use Area 2B, and Use Area 2C as are necessary for Argo Holdings, LLC, and its successors-in-interest, to construct, install maintain, operate, repair and replace the Gondola and related uses as described in this Planned Development in the location approved by this Planned Development.

The precise locations of such access and use areas shall be mutually-agreed upon by the City and Argo Holdings. The Access Agreement(s) required hereby must be approved and executed prior to the scheduling of any public hearing on a Final Development Plan for any portion of the Planned Development area.

See titleblock for Owner(s) name and information.

SHEET NOTES:

Street alignments, on Sheet 02, are conceptual. Street alignments will be determined at the time of the Final Development Plan.

Applicability Statement
Except as expressly provided within this Official Plan Development, development of this property shall conform to the City of Idaho Springs Land Development Regulations in effect at the time of building permit applications.

Standard Flexibility Statement
The graphic drawings contained in this Official Plan Development are intended to depict general locations and illustrate concepts of the textual provisions of the Official Plan Development. During the final development plan process the City Administrator may allow minor variations for the purpose of establishing

a. Final road alignments
b. Final configuration of lot and tract sizes and shapes
c. Final building envelopes and specific locations
d. Final access and parking locations
e. Landscaping adjustments

All Open Space areas shown are conceptual. The total, within C-1 Use Areas, shall be greater than the 10% required in Section 46 East End Overlay District of the City of Idaho Springs Land Development Regulations and Municipal Regulations. The allocation of Open Spaces will be determined at the Final Development Plan, in particular the final locations, size and configurations of any pocket parks, plazas, squares of promenades in C-1 or similar areas shall be based upon final grading and site design.

The boundaries of the Use Areas and Height Zones as shown in the Plan Development graphic represent general locations for the purpose of illustrating concepts of the textual provisions of the PD, exact locations will be determined at the time of the Final Development Plan.

Road names, pedestrian ways and corridors internal to the Mighty Argo Development will be determined at Final Plan Development.

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1205 IDAHO SPRINGS, CO. 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor, Alan Tiefenbach - City Planner, Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3:
ADDRESS: Mary Jane Loevlie PO BOX 218 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Piskrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-587-4871

SITE & VICINITY MAPS + NOTES
01

M-76 1/5

DESIGN INTENT OF DEVELOPMENT

The Mighty Argo and Virginia Canyon Mountain Park (VCMP) Mixed-Use Development areas are intended as a mix of lively zones of activity and natural open space, promoting mobility, connectivity, recreation and tourism and shall not obstruct critical views of the historic mill or view corridors from the multiple peaks and ridges of VCMP. It is the intent of the applicants to create a balanced community whose vision includes:

1. Environmental enhancement and preservation;
2. Historic enhancement, protection and preservation;
3. Diversified, economic growth which has been planned and is compatible with the vision of the community;
4. Adding to the quality of life for the residents of Idaho Springs and surrounding areas.
5. Publicly accessible recreation opportunities

AREA 1 consists of the following:

Mill & Tunnel and Mixed-Use Village
The Mill & Tunnel is a designated national historic site. Transparency at the ground floor may prove to be difficult although will be integrated where possible to further engage pedestrian interaction from the Plaza.
The Mixed-Use Village may be comprised of buildings, where residential and work/live units shall be primarily located above the ground floor level, allowing ground floor(s) to blend commercial, cultural, institutional, or entertainment uses through their physical location. Additional multi-family residential and boutique hotel buildings will further add to the sense of community and interest as they engage the property. Their designs shall address the scale of the natural surrounding terrain.
To help provide pedestrian connections to the adjacent Plaza, a 60% or more transparency or decks and patios at street level shall be achieved fronting the Greenway Trail and Riverside Drive. Historic precedent shall inform the final design at the ground floor level. Pedestrian engaging building elements and details will be employed where transparency is not ideal. All functional space shall be programmed to actively encourage pedestrians by providing amenities such as a mercantile and ticket counters for local attractions. The ground floor of the Mill, Mixed-Use Village and associated public spaces shall open to the Plaza and relate to it through design elements such as similar exterior lighting, street furniture, historic mill and mine artifacts, and complementary ground surfaces.

Plaza / Open Space
The public space is a crucial element to the Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development. The Plaza provides a focal point (e.g., fountain, artwork, specimen tree or similar) and may include various seating opportunities, both fixed and movable. Additional open space elements tie the 27 acre Area 1 together, threading through the surrounding vertical architecture. These elements may include eateries with outdoor seating, outdoor displays for retail space, or mobile vendors and may meander from a single level to multi-level but shall be visibly and physically connected to encourage the value of public gathering. Use of outdoor stairways may be designed as an architectural feature or wide landscaped steps will accent the open space to make it inviting.

AREA 2 consists of the following:

Gondola – Area 2A
Gondola towers and associated cables connect Area 1 and the landing pad at Area 2. The cableway nods to the transportation used during the historic mining era. They are simple galvanized structures situated along the mountain side, darkened to minimize contrast with their natural surroundings. The cable line and cabins moving along the line will excite visitors and draw them to the development. Key view studies shall be provided for the Final Development Plan approval. Precedent views or comparable systems are provided in this document. The gondola line must not obstruct views from the adjacent ridges of Virginia Canyon Open Space.

Upper Landing Area 2B and 2C
The Upper Landing site of the Gondola straddles private property and the City land of Virginia Canyon Mountain Park. The associated development agreement will detail the many benefits of the Upper Landing between the private owner(s) and co-applicant, the City of Idaho Springs. The landing shall be vibrant and lively space consisting of natural rock formations, old growth trees and plenty of scenic viewing deck. Viewing decks may be tiered to address the steep natural grades of the region. The space may be inviting to the user through design elements such as similar exterior lighting, street furniture, whimsical artistic elements and notable historic artifacts and interpretive signage dedicated to the history of the surrounding region and its gold mining legacy. See Design Standards section for further information. Final design standards will be approved per the associated Final Development Plan.
Food and beverage and operational resource structures may be located to draw users to and through the environment. See Allowed Uses section for specific uses allowed per Area. Design elements shall address the pedestrian through the use of unique detailing similar to that of Area 1 and relatable elements at the pedestrian level such as fenestrations, counters and benches.

There is presently no water and sewer infrastructure serving the property. Unless this infrastructure is constructed, final build-out will be limited by physical and legal availability of water, and well and septic permits

AREA 3 - consists of the following:

Virginia Canyon Mountain Park
This portion of the mountain park is public land designed primarily for recreational hiking, mountain biking, and multi-use trails. It shall be a diversified trail experience while separating the area into distinct spaces based on desired experience, trail usage, level of difficulty and constructability. The Gondola in Area 2a provides access to the trails and shall preserve critical view sheds from the trails. Interpretive stops teaching the history of Clear Creek County and surrounds may further engage users throughout the park. Access between Areas designated in this PD shall be further outlined in the associated Development Agreement mentioned previously in this document and noted on associated Final Development Plans.

1.1 ALLOWED USES

Use Regulations, see Development Regulations for more information per Areas:
No land shall be used and no building shall be hereafter erected, converted or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

a. Area 1 – Mixed-Use (Area 1A-1E)
C-1 Commercial -1, Uses per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- River rafting office and operations
- Package Liquor Stores, including the Sale for Consumption on the Premises of Liquor.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course
- Commissary kitchen
- Home occupation
- Storage and maintenance for gondola and property related equipment shall be screened
- Maximum 200 multi-family residential units

Automotive service stations are not allowed.

b. Area 2A - Gondola
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations and maintenance

c. Area 2B - Upper Landing (approx. 24.3 acres)
Uses for public access shall only be accessed by the public via the Gondola, hiking, biking or commercially-operated visitor shuttle
P- Park and Recreation per Table 21-50-1 of the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and accessory uses customarily incidental to a tourist- oriented line such as retail, restaurants, visitor center, art studios, craft shops and custom small industry, museums, decks, conference facilities, mine tours, and lookouts decks, etc. Alcohol may be served and consumed.
- Tourist accomodations which include overnight stays
- Single family residential (20 units max.) Road access for Residential Uses is allowed.
- Pop Up kiosks, booths or trucks occupying space
- Aerial Adventures: canopy tours, aerial trekking parks, zip line rides, rope course and ancillary structures
- Sale, rental repair or inside storage of any equipment, supplies or materials related to recreational activities not including mini-storage
- Storage and maintenance for gondola and property related equipment shall be screened
- Communications Towers

c.2 Area 2B-M2 (approx. 1.89 acres)
- Includes all Uses listed under Area 2B and:
- The parcel as defined as 2B-M2 attached hereto is further approved for those uses currently authorized by the zoning regulations for the M-2 zoning district in Clear Creek County Colorado. Those uses and their limitations, terms and conditions are attached hereto as Exhibit __ and expressly incorporated herein by this reference, except that all uses requiring a Special Use Permit under Section 706 thereof shall instead require a Conditional Use Permit under the City's zoning regulations (currently, Section 21-105 of the Idaho Springs Land Development Regulations). This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, provided that all of the necessary federal, state and local permits are obtained.
- This zoning is intended to allow all existing legal rights to access and use of the Tropic Mine tunnel to continue, (provided that all of the necessary federal, state and local permits are obtained

d. Area 2C (approx. 4.2 acres)
P- Park and Recreation per the City of Idaho Spring Municipal Code and:

- Gondola operations, maintenance and associated uses
- Structure incidental to the use of P-1 parks, trails, and open spaces

e. Area 3 - Virginia Canyon Mountain Park
P- Park and Recreation per the City of Idaho Spring Municipal Code.

f. Areas 1 and 2 (not including Area 3) may be used for the following community uses:

- Gatherings such as Festivals, Weddings and Performances, Markets, e.g., Farmer's or Flea, Seasonal activities, and Fairs, e.g., craft and art
- Vendor carts, trucks, and Food stalls
- Parks, plazas and trails
- Utilities (both public and private)
- House privately owned animals for recreational purposes of lesson programs, trail facilities, petting zoo and stabling facilities temporary and permanent.

1.2 DEVELOPMENT STANDARDS (LOT AND BUILDING)

LOT SIZE

Minimum lot size shall be 1/3 acre per single family residential housing where allowed in Area 2B
There is no minimum lot size outside of Area 2B within the Development where single family housing is NOT allowed.

DENSITY

Maximum total retail development shall not exceed 40% of total planned square footage.
Residential density will be addressed at the Final Development Plan phase but shall not be greater than 200 units per designated Area 1.

Open Space - Areas 1D and 1E will together provide a minimum of 6,000 SF of developed public open space in addition to Clear Creek Greenway Alignment and VCMP access routes.

SETBACKS

Required setbacks follow C-1 designation per the City of Idaho Spring Municipal Code except:

Area 1 - Mixed-Use:
Building setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5'.
75% of the Street Level setbacks along Clear Creek, Riverside Drive, and the Greenway Trail may be as close as 5', otherwise setbacks shall be 10' except for the Gondola and related building elements.
Accessory structures and deck or patio elements shall be allowed within the setback.
Building setbacks at the East and West Project boundaries shall be no less than 5'.

Area 2A - Gondola
No setback shall be required as this allows for the movement of the Gondola towers in case of adverse field conditions of compromised views from Virginia Canyon Mountain Park. Final tower locations will be documented for approval in the Final Development Plan.

Area 2B and 2C - Upper Landing:
No setbacks shall be required.

PARKING

A traffic study assessing traffic impacts and required improvements shall be provided with each Final Development Plan. One traffic study can be submitted for the entire Planned Development Area at full build out, or addendums may be provided with each individual Final Development Plan. Traffic study shall meet the requirements of the Idaho Springs Land Development Regulation and Standards and Specifications for Design and Construction. The traffic study may take into consideration satellite parking lots and garages and alternative parking methods to meet the requirements of the Idaho Springs Land Development Regulations and Standards and Specifications for Design and Construction.

Anticipated ridership for the Project including the Gondola is 600,000 people annually. This assumes an average of 3 people per car based on I-70 statistics that totals approximately 200,000 cars annually. The Project will be a year-round facility with peak times at weekends and holidays. Industry average for a year-round gondola demonstrates peak times have two-thirds greater visitation than non-peak times. Weekends and holidays account for approximately 32% of the days (or 115 days) of the year. Therefore, there will be an anticipated 64,000 total cars for 115 peak days of the year equaling approximately 557 cars per day on these peak days. 7% of the people in these cars will opt for taking a tour bus. The busing option reduces our peak car count to be 518.
The nature of the Project with 1-hour Mill and Tunnel tours, commercial activity and the year-round scenic gondola indicates the majority of the daily visitors will park for approximately 3 hours at a time. Gondola ridership may be controlled through timed ticketing to encourage people to continue to move through the development. Assuming operating hours of at least 9am-6pm, we can ensure at least 3 windows of opportunity to park and ride throughout peak days of the year. This allows for the anticipated 518 cars to turnover at approximately 3 hour intervals equal to 173 cars at a time.

Peak time need for parking of the Gondola (per market study ridership) and existing Museum (per LDR) is approximately 220 cars. Refer to associated Impact Statement for further detail. The Impact Statement includes a parking plan that indicates at least 200 parking spaces to be attained onsite during the initial build-out. At the time of the Final Development Plan for the Gondola, a parking study shall be submitted which indicates the required number of parking spaces for this use based on comparable examples and estimated usage. The associated Memorandum of Understanding notes the City and Argo Holdings LLC are working on cooperative solutions for parking, connectivity and mobility throughout the City, ie. shuttles, bike share, etc. Satellite parking shall offset parking needs that arise through the development phases of Virginia Canyon Mountain Park and Mighty Argo.

Comparable Attractions and associated Parking:

Butterfly Pavillion	510,000 people anually	365 day	154 parking spots	10.4 factor
Georgetown Loop	170,00 people annually	200 day	121 parking spots	7.0 factor
Botanic Garden	1.5M people annually	365 day	325 parking spots	10.9 factor
Argo Gondola	*600,000 people annually*	*365 day*	*200 parking spots*	*8.2 factor*

STEEP SLOPE DEVELOPMENTS

The proposed property potentially contains geologic hazards including rockfall, mudflow / debris flow, unstable slopes and thick deposits of potentially unstable fill. At time of Final Development Plan, the applicant shall provide a geologic hazard analysis that evaluates:

i. Slope stability under current and proposed conditions,
ii. Rockfall,
iii. Debris flow,
iv. Erosion,
v. Avalanche hazards, and
vi. Suitability of the mine tailings as a foundation material.

The evaluation should identify areas in the proposed development where engineered mitigation may be necessary and where avoidance is the only feasible solution.

The Project will consider the challenges and opportunities of building on steep slopes and will minimize excessive cutting when feasible, the impact of erosion, rockfall, landslides, sedimentation and unstable slopes and strive to integrate buildings into the natural topography.

Development at the Upper Landing of the Gondola will respect the natural grade of the terrain as much as possible. The Development may integrate or protect unique natural features of the site such as landforms, rock outcroppings, mature trees, drainage courses and hilltops. Site infrastructure throughout will be efficiently designed to minimize land disturbance. Bearing capacity of all foundation materials will be evaluated by professional engineers.

ENVIRONMENTAL MITIGATION

Mitigation that may be conducted at the Project, is the responsibility of the Colorado Department of Public Health and Environment (CDPHE) in cooperation with the United States Environmental Protection Agency (USEPA). Copies of the environmental mitigation plans that document CDPHE and USEPA responsibilities can be found at https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0800257 .

Although not their responsibility, The Project has worked with CDPHE and USEPA to develop strategic, cooperative mitigation plans that will potentially allow Project redevelopment to lessen human health impacts, improve existing environmental conditions, and to celebrate the Project's natural landscapes and open spaces.

EXCEPTIONS TO BUILDING HEIGHT RULES

The following non-building uses and features shall not be subject to the "height limitations". Signage or features whose primary use is signage is not included as an exception to height rules. These items shall be reviewed as part of the building elevations in associated Final Development Plan(s).

- Water Tanks
- Roof top gardens
- Solar Collectors
- Wind turbines
- Art pieces
- Other incidental, non-occupied roof-top structures, (e.g., HVAC, antenna, etc.) roofing and architectural embellishments approved at the time of the associated Final Development Plan
- Play Structures
- Look out/Observation Towers

1.3 DESIGN STANDARDS

BUILDING MATERIALS AND COLORS

- Building materials shall be complementary to historic mine architecture.
  Black iron or something similar in look may be used at storefronts and primary accent elements.
- Buildings shall provide greater visual and textural interest at the street level and areas that are highly visible to the public. This shall be achieved by 60% or more of the street level elevation along Riverside Drive, the Greenway Trail and Clear Creek including transparency or deck or patio elements and architectural detailing.
- Buildings will be complimentary in color to the current color of The Mighty Argo Mill. Colors may contrast in a complementing fashion to the mill but within historical context of the Victorian Industrial Age in history.
- Highly reflective glass shall not be used to avoid reflected glare onto the public realm.

BUILDING MASSING AND ARTICULATION

- The Development shall comply with the architectural standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted
- Buildings shall be primarily detailed in the language of mill and mine vernacular. Modern elements such as elevators, windows, etc. will be mechanically expressive similar to artifacts of the early 1900s.
- Massing shall be complementary of the existing historic Mighty Argo Mill and waste rock and in scale with its proportions but never taking attention away from the historical structure.

SITE DESIGN

- Site design shall conform with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Access to and from the Mighty Argo, Gondola Landing, and Virginia Canyon Mountain Park trails shall be maintained per the associated Development Agreement.

LANDSCAPING

- Landscaping shall comply with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

LIGHTING

- Care will be taken to address dark sky concerns throughout the Development. Lights shall be no brighter than necessary and shall be downcast and fully shielded. Unique conditions related to the operation and maintenance of the gondola may require exceptions to these noted limitations. Exceptions shall be presented with associated Final Development Plan for approval.
- Light spill shall not exceed .06 foot candles from the property line and .03 adjacent to residential not part of this PD.
- Lighting for special engagements and limited art installations shall are not subject to restrictions in this Plan Development.
- Due to the size, scale, and unique nature of the aerial tramway, color temperature of lighting and height limits on light poles shall meet safety requirements of the Colorado Passenger Tramway Safety Board for the associated equipment and operations of the aerial tramway.
- Streetlights and parking lot light poles shall not exceed 30' in height and shall not exceed a color temperature of 3,000 kelvin.

SIGNAGE

- Signage shall comply with the signage standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
- Internally illuminated cabinet signage shall not be allowed. Internally illuminated signage in line with Google Architecture may be considered.

1.4 TITLE AND NAMES

Official Plan Development: Mighty Argo and Virginia Canyon Mountain Park Mixed-Use Development

PD Prepared By: Argo Holdings LLC
Travis Cook and Carla Pokrywka Cole
1431 Miner St. Idaho Springs, CO 80452
Phone 303.567.4871

1.5 BUILDING DESIGN - DESIGN PRINCIPLES
(adopted by the Mighty Argo development team in 2017)

1. Respect the Historic Presence of the Mill, Tunnel and Waste Rock, a designated National Historic Superfund Site
   Honor, enhance and celebrate the historic significance of the Argo and the technological advancements that occurred here
2. Celebrate the River
   Encourage pedestrian access to the creek
3. Embrace Rosa Gulch
   Gulch is a gateway to the Area 3 open space
4. Integrate and Activate the Mill
   Scale new construction to compliment the historic Mill and neighboring slopes.
   Buildings shall provide greater visual and textural interest at the street level to encourage public interest.
   Metal elements may be used as primary and accent materials to address historic mine architecture.
5. Extend Residential Fabric
   Plan to accommodate and support minimal multi-family residential projects within private land
6. Address needs for a Conference Center by providing flexible meeting "places"
7. Parking split between onsite and offsite locations - concentrated and dispersed.
8. Phased Development
   Address changing needs of the City
9. Enhance Visitor and Local Experience
   Spread activities throughout the site – Mill, Gulch, Clear Creek, etc.
   Establish a central gathering point for the Project and City of Idaho Springs
10. Year-Round Outdoor Recreation Opportunities
    Promote rafting, fishing, hiking, logging, snowshoeing, cycling, mountain biking
11. Connectivity and Mobility
    Encourage and champion creative modes of transportation and connections around the City, nearby attractions, and urban centers.

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1201, IDAHO SPRINGS, CO, 80452

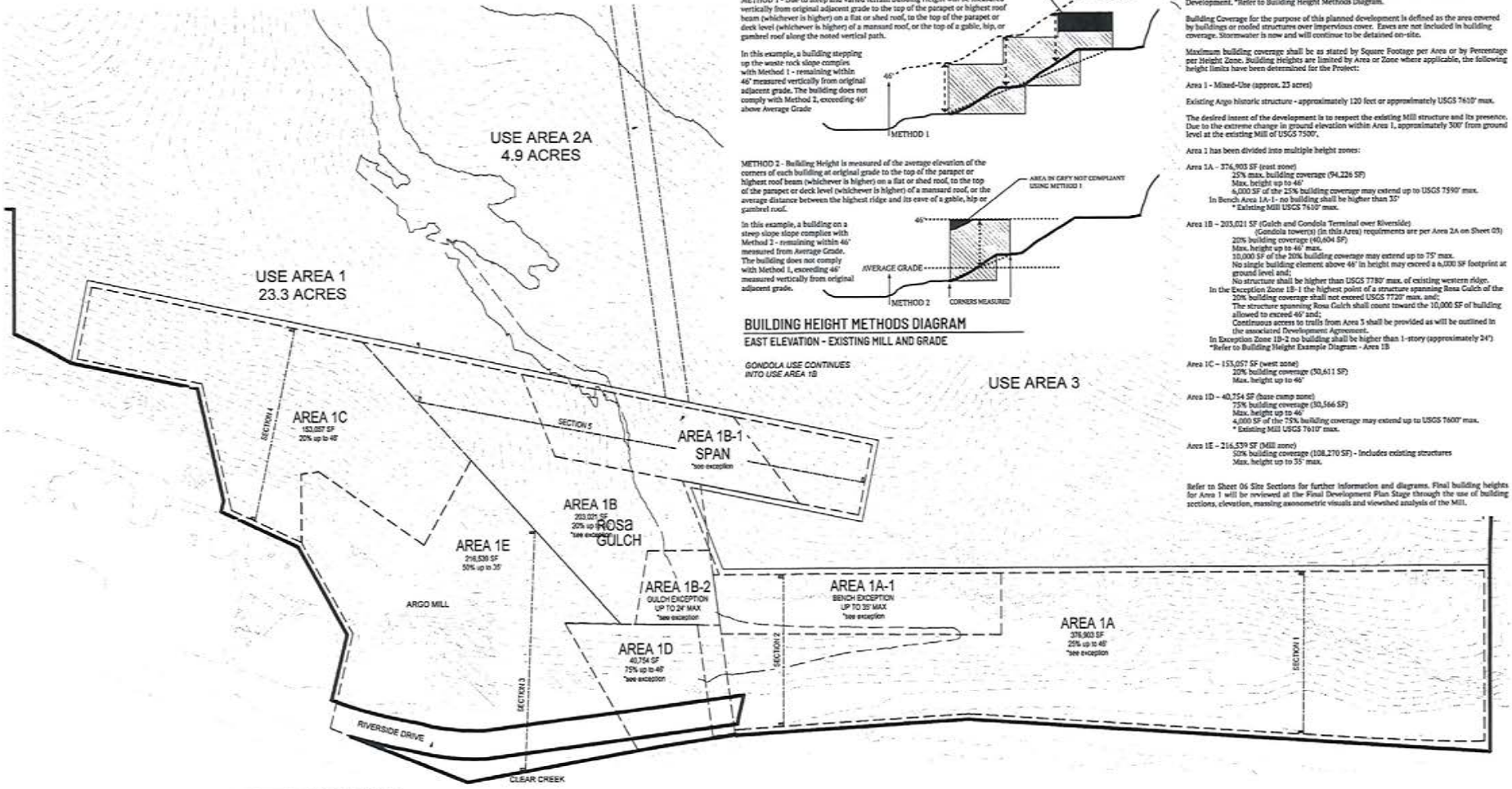
OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman - Mayor
Alan Tiefenbach - City Planner
Andrew Marsh - City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

OWNER 3: Mary Jane Loevlie
ADDRESS: PO BOX 219, IDAHO SPRINGS, CO, 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO, 80452
303-567-4871

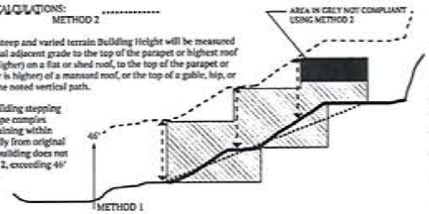
SITE DESCRIPTION
02



BUILDING HEIGHT CALCULATIONS:
KEY: METHOD 1 ..... METHOD 2

METHOD 1 - Due to steep and varied terrain Building Height will be measured vertically from original adjacent grade to the top of the parapet or highest roof beam (whichever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the top of a gable, hip, or gambrel roof along the noted vertical path.

In this example, a building stepping up the waste rock slope complies with Method 1 - remaining within 46' measured vertically from original adjacent grade. The building does not comply with Method 2, exceeding 46' above Average Grade



METHOD 2 - Building Height is measured of the average elevation of the corners of each building at original grade to the top of the parapet or highest roof beam (whichever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the average distance between the highest ridge and its eave of a gable, hip or gambrel roof.

In this example, a building on a steep slope slope complies with Method 2 - remaining within 46' measured from Average Grade. The building does not comply with Method 1, exceeding 46' measured vertically from original adjacent grade.

BUILDING HEIGHT METHODS DIAGRAM
EAST ELEVATION - EXISTING MILL AND GRADE

GONDOLA USE CONTINUES INTO USE AREA 1B

BUILDING HEIGHT AND MAXIMUM BUILDING COVERAGE

Building height shall be measured by one of two methods as defined in the Planned Development. *Refer to Building Height Methods Diagram.

Building Coverage for the purpose of this planned development is defined as the area covered by buildings or roofed structures over impervious cover. Eaves are not included in building coverage. Stormwater is now and will continue to be detained on-site.

Maximum building coverage shall be as stated by Square Footage per Area or by Percentage per Height Zone. Building Heights are limited by Area or Zone where applicable, the following height limits have been determined for the Project:

Area 1 - Mixed-Use (approx. 23 acres)

Existing Argo historic structure - approximately 120 feet or approximately USGS 7610' max.

The desired intent of the development is to respect the existing Mill structure and its presence. Due to the extreme change in ground elevation within Area 1, approximately 300' from ground level at the existing Mill of USGS 7500',

Area 1 has been divided into multiple height zones:

Area 1A – 376,903 SF (east zone)
- 25% max. building coverage (94,226 SF)
- Max. height up to 46'
- 6,000 SF of the 25% building coverage may extend up to USGS 7590' max.
- In Bench Area 1A-1 - no building shall be higher than 35'
- * Existing Mill USGS 7610' max.

Area 1B – 203,021 SF (Gulch and Gondola Terminal over Riverside)
(Gondola tower(s) (in this Area) requirments are per Area 2A on Sheet 05)
- 20% building coverage (40,604 SF)
- Max. height up to 46' max.
- 10,000 SF of the 20% building coverage may extend up to 75' max.
- No single building element above 46' in height may exceed a 6,000 SF footprint at ground level and;
- No structure shall be higher than USGS 7780' max. of existing western ridge.
- In the Exception Zone 1B-1 the highest point of a structure spanning Rosa Gulch of the 20% building coverage shall not exceed USGS 7720' max. and;
- The structure spanning Rosa Gulch shall count toward the 10,000 SF of building allowed to exceed 46' and;
- Continuous access to trails from Area 5 shall be provided as will be outlined in the associated Development Agreement.
- In Exception Zone 1B-2 no building shall be higher than 1-story (approximately 24')
- *Refer to Building Height Example Diagram - Area 1B

Area 1C – 153,057 SF (west zone)
- 20% building coverage (30,611 SF)
- Max. height up to 46'

Area 1D – 40,754 SF (base ramp zone)
- 75% building coverage (30,566 SF)
- Max. height up to 46'
- 4,000 SF of the 75% building coverage may extend up to USGS 7600' max.
- * Existing Mill USGS 7610' max.

Area 1E – 216,539 SF (Mill zone)
- 50% building coverage (108,270 SF) - Includes existing structures
- Max. height up to 35' max.

Refer to Sheet 06 Site Sections for further information and diagrams. Final building heights for Area 1 will be reviewed at the Final Development Plan Stage through the use of building sections, elevation, massing axonometric visuals and viewshed analysis of the Mill.

0 20 40 80 100'

SITE MAP - RIVERSIDE DRIVE
SCALE: 1" = 80'

OWNER 1: ARGO HOLDINGS, LLC
ADDRESS: PO BOX 1220 IDAHO SPRINGS, CO. 80452

OWNER 2: CITY OF IDAHO SPRINGS Mike Hillman – Mayor
Alan Tierterbuch – City Planner
Andrew Marsh – City Administrator
ADDRESS: CITY HALL, 1711 MINER ST IDAHO SPRINGS, CO. 80452

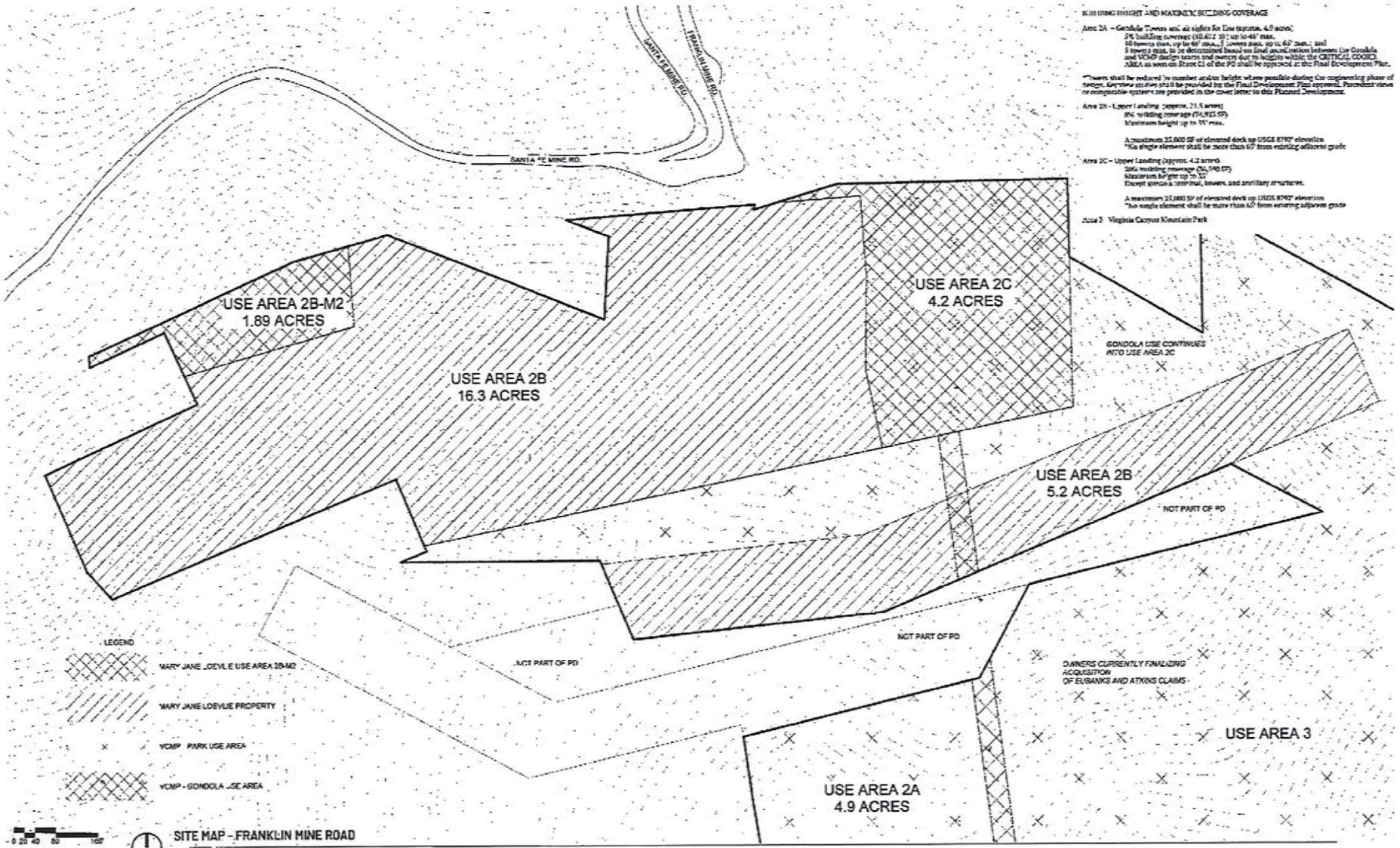
OWNER 3: Mary Jane Loevlie
ADDRESS: PO BOX 218 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 05-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Pokrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-567-4871

ENLARGED SITE MAP @ RIVERSIDE DRIVE

03



OWNER'S ADDRESS: ARGO HOLDINGS, LLC, PO BOX 1338, IDAHO SPRINGS, CO. 80452

OWNER'S ADDRESS: CITY OF IDAHO SPRINGS Mike Hillman Mayor, Alan Tuchesbrock - City Planner, Andrew Parish City Administrator, ADDRESS: CITY HALL, 1679 MINER ST IDAHO SPRINGS, CO. 80452

OWNER'S ADDRESS: Mary Jane Loevlie Tr PO BOX 791 IDAHO SPRINGS, CO. 80452

PLANNED DEVELOPMENT
MIGHTY ARGO & VIRGINIA CANYON MOUNTAIN PARK
MIXED-USE DEVELOPMENT

DATE ISSUED: 02-25-2019
DATE REVISED: 06-27-2019
PREPARED BY: ARGO HOLDINGS, LLC
Travis Cook and Carla Patrywka Cole
ADDRESS: 1431 MINER STREET, IDAHO SPRINGS, CO. 80452
303-667-4871

ENLARGED SITE MAP @ FRANKLIN MINE ROAD

04

LEGAL DESCRIPTIONS:

PARCEL - ARGO BASECAMP

FROM CHICAGO TITLE OF COLORADO COMMITMENT TO INSURE NO. 097-C201366-072-JT2
PARCEL A:
ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. MINERAL SURVEY NO. 8580A AND THE ARGO MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 8580B, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°50'W., 80.43 FEET; THENCE N. 68°32'W. 135.57 FEET; THENCE N. 14°45'W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S PATENT RECORDED IN BOOK 313 AT PAGE 88.
PARCEL B:
THE SILVER AGE MILLSITE CLAIM, U.S. SURVEY NO. 3757B, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 88, EXCEPTING AN EASEMENT AND RIGHT OF WAY 30 FEET IN WIDTH, AS DESCRIBED IN BOOK 183 AT PAGE 219, THE SAN TOY MILLSITE CLAIM, U.S. MINERAL SURVEY NO. 18377, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, PAGE 68, ALL THAT PORTION OF THE ARGO LODE MINING CLAIM, U.S. SURVEY NO. 8580A AND THE ARGO MILL SITE, U.S. SURVEY NO. 8580B LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT WHICH LIES N. 68°32'W., 118.12 FEET FROM CORNER NO. 4 OF SAID ARGO MILLSITE; THENCE N. 30°50'W., 80.43 FEET; THENCE N. 68°32' W., 135.57 FEET; THENCE N. 14°45' W., 366.40 FEET TO THE NORTHERLY LINE OF SAID ARGO LODE, U.S. PATENT RECORDED IN BOOK 313 AT PAGE 88. THE WELCH PLACER, U.S. SURVEY NO. 236, DESCRIBED IN UNITED STATES PATENT RECORDED IN BOOK 313, AT PAGE 62, EXCEPT A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY AS DESCRIBED IN INSTRUMENT RECORDED JUNE 16, 1969 IN BOOK 313 AT PAGE 278 , AND EXCEPT THAT PORTION OF SAID WELCH PLACER, U.S. MINERAL SURVEY NO. 236 DESCRIBED AS FOLLOWS: COMMENCING AT CORNER NO. 2 OF THE DUNN PLACER, U.S. SURVEY NO. 188, BEING ALSO CORNER NO. 7 OF THE WELCH PLACER, U.S. SURVEY NO. 236 THENCE S. 13°13' W., ALONG THE EAST LINE OF THE DUNN PLACER, 173.35 FEET TO THE TRUE POINT OF BEGINNING SAID POINT BEING ON THE NORTHEASTERLY CORNER OF BLOCK "B" OF THE SUNNYSIDE ADDITION TO THE CITY OF IDAHO SPRINGS; THENCE N. 13°13' W., 178.40 FEET; THENCE S. 68°05' E., 40.38 FEET; THENCE S. 13°13' E., 129.84 FEET TO A POINT ON A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET; THENCE N. 79°57' W., ALONG A CONTINUATION OF THE SOUTH LINE OF VIRGINIA STREET A DISTANCE OF 40.38 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PORTION WHICH MAY HAVE BEEN DEEDED TO THE CITY OF IDAHO SPRINGS FOR STREET PURPOSES ONLY. THE ABOVE MOST RECENTLY SET FORTH IN DEED RECORDED IN BOOK 443 AT PAGE 745.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DEED RECORDED JULY 17, 1991, IN BOOK 492, AT PAGE 575 AND CORRECTION DEED RECORDED SEPTEMBER 26, 1991, IN BOOK 494 AT PAGE 237.

EXCEPTING ALSO THOSE PORTIONS CONVEYED BY DEED RECORDED AUGUST 11, 1997, IN BOOK 553 AT PAGE 461.

EXCEPTING ALSO RESERVATIONS, EASEMENTS AND OTHER RIGHTS OF RECORD, INCLUDING WITHOUT LIMITATION, RIVERSIDE DRIVE, AND THAT EASMENT RECORDED IN BOOK 553 AT PAGE 456.

SUBJECT TO THAT SEPTEMBER 1, 1993 LEASE TO IONICS SPACELINK LTD., AND TO THAT PARTIAL CONSENT DECREE IN CIVIL ACTION NO. 97-WY-269 ENTERED ON JUNE 3, 1997, IN THE UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO.

PARCEL - 2018 ACQUISITION (GLEANER)

A PART OF DORINA LODE MINING CLAIM, NO NAME LODE MINING CLAIM, AND THE NO NAME MILL SITE, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1422A & 1422B, APPROVED ON OCTOBER 26, 1900; A PART OF GLEANER LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 13041, APPROVED ON MARCH 28, 1899; A PART OF HARVEST LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 17793, APPROVED ON JANUARY 24, 1900; AND A PART OF SECTION 25 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 22, 2003 UNDER RECEPTION NUMBER 221817 IN THE RECORDS OF THE CLEAR CREEK COUNTY CLERK AND RECORDERS OFFICE ALL BEING A PART OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF CLEAR CREEK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT CORNER 5 OF SAID THE NO NAME MILL SITE BEING MONUMENTED WITH AN ORIGINAL MARKED STONE 3033.4X10, WHENCE CORNER 11 OF EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889, BEING MONUMENTED WITH A NUMBER 4 REBAR, BEARS S65°06'05"W A DISTANCE OF 274.72 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE 5-4 LINE OF SAID THE NO NAME MILL SITE N68°06'05"E A DISTANCE OF 328.00 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 12 OF SAID EUPHRATES LODE MINING CLAIM; THENCE ALONG THE 12-7 LINE OF SAID EUPHRATES LODE MINING CLAIM N24°53'55"W A DISTANCE OF 150.00 FEET TO CORNER 7 THEREOF; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S65°06'05"W A DISTANCE OF 156.28 W TO A POINT ON THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N84°21'27"W A DISTANCE OF 21.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 1884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N03°36'08"E A DISTANCE OF 436.63 FEET TO A POINT ON THE 4-5 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 4-5 LINE OF DORINA LODE MINING CLAIM N74°01'58"E A DISTANCE OF 179.25 FEET TO CORNER 5 THEREOF BEING ALSO A POINT ON THE 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 1857, APPROVED ON MARCH 6, 1883; THENCE ALONG SAID 7-8 LINE OF SILVER QUEEN LODE MINING CLAIM S68°36'06"E A DISTANCE OF 444.08 FEET TO CORNER 8 THEREOF; THENCE ALONG THE 8-1 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N82°56'06"E A DISTANCE OF 158.35 FEET TO CORNER 1 THEREOF; THENCE ALONG THE 1-2 LINE OF SAID SILVER QUEEN LODE MINING CLAIM N68°30'06"E A DISTANCE OF 87.37 FEET TO THE S-N LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID S-N LINE OF DORINA LODE MINING CLAIM N89°31'38"E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF E A DISTANCE OF 560.58 FEET TO CORNER 6 THEREOF; THENCE ALONG THE 6-1 LINE OF SAID DORINA LODE MINING CLAIM S04°31'39"E A DISTANCE OF 349.70 FEET TO CORNER 1 THEREOF; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED S69°22'28"W A DISTANCE OF 195.37 FEET TO CORNER 1 OF SAID HARVEST LODE MINING CLAIM; THENCE ALONG THE 1-4 LINE OF SAID HARVEST LODE MINING CLAIM S31°56'51"E A DISTANCE OF 150.05 FEET TO CORNER 4 THEREOF; THENCE ALONG THE 4-3 LINE OF SAID HARVEST LODE MINING CLAIM S78°05'32"W A DISTANCE OF 884.40 FEET TO A POINT ON THE 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2228, APPROVED ON SEPTEMBER 16, 1885; THENCE ALONG SAID 3-2 LINE OF FRANCE EXTENSION LODE MINING CLAIM N22°47'00"W A DISTANCE OF 136.50 FEET TO CORNER 2 THEREOF; THENCE ALONG THE 2-1 LINE OF SAID FRANCE EXTENSION LODE MINING CLAIM S67°15'00"W A DISTANCE OF 591.28 FEET TO A POINT ON THE 3-4 LINE OF SAID GLEANER LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF GLEANER LODE MINING CLAIM N42°30'28"W A DISTANCE OF 75.79 FEET TO CORNER 4 THEREOF BEING ALSO CORNER 6 OF SAID THE NO NAME MILL SITE; THENCE ALONG THE 6-5 LINE OF SAID N22°15'22"W A DISTANCE OF 199.58 FEET TO THE POINT OF BEGINNING.

PARCEL - 2019 ALLEN LODE
THE ALLEN LODE, U.S. SURVEY NO 17569, AS DESCRIBED IN U.S. PATENT RECORDED FEBRUARY 5, 2001 IN BOOK 608 AT PAGE 855, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

AREA 2B-M2--(A PORTION OF DORINA LODE AND NO NAME LODE MINING CLAIMS)
A TRACT OF LAND COMMENCING AT CORNER 7 OF THE EUPHRATES LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 6002, APPROVED ON OCTOBER 17, 1889; THENCE ALONG THE 7-8 LINE OF SAID EUPHRATES LODE MINING CLAIM S 65°06'05" W A DISTANCE OF 156.28 FEET TO A POINT ON THE 3-4 LINE OF SAID DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM; THENCE ALONG SAID 3-4 LINE OF DORINA LODE MINING CLAIM N 84°21'27" W A DISTANCE OF 25.17 FEET TO A POINT ON THE 5-6 LINE OF GRAND VIEW LODE MINING CLAIM, AS DEPICTED ON U.S. MINERAL SURVEY NO. 2059, APPROVED ON APRIL 7, 2884; THENCE ALONG SAID 5-6 LINE OF GRAND VIEW LODE MINING CLAIM N 68°32'00" E A DISTANCE OF 100 FEET TO A POINT ON THE 4-5 LINE OF SAID DORINA LODE MINING CLAIM, WHICH LIES S 74°01'58" W A DISTANCE OF 78.25' FROM CORNER NO. 5 OF SAID DORINA LODE MINING CLAIM; THENCE S 06°27'27" E A DISTANCE OF 353.18 FEET TO A POINT ON LINE 2-3 OF THE DORINA LODE MINING CLAIM WHICH LIES S 74° W A DISTANCE OF 56.81 FEET FROM CORNER NO. 2 OF SAID DORINA LODE MINING CLAIM; THENCE S 74° W A DISTANCE OF 336.42 FEET TO CORNER NO. 3 OF THE NO NAME MILL SITE, AS DEPICTED ON U.S. MINERAL SURVEY 1422B; THENCE N 24°53'55" W A DISTANCE OF 91.29 FEET TO THE POINT OF BEGINNING.

M-76 5/5

Exhibit B-1
Lot 4 Emergency and Access Easement

[attached]

EXHIBIT

A PART OF LOT 4, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 1 OF 5

DESCRIPTION:

An emergency easement and access easement being a part of Lot 4, Mighty Argo Mill Minor Subdivision, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follow:

Beginning at the 3-4 line of said Argo Lode also the northerly line of said Lot 4 whence corner No. 4 thereof bears South 78°11'50" East, a distance of 481.64 feet with all bearings contained herein relative thereto; thence South 14°40'23" East, a distance of 184.73 feet to a point of curvature; thence along the arc of a curve to the left 25.84 feet, having a radius of 95.00 feet, a central angle of 15°35'10" and a chord which bears South 22°27'58" East a distance of 25.76 feet; thence South 30°15'33" East, a distance of 57.41 feet to a point of curvature; thence along the arc of a curve to the left 11.56 feet, having a radius of 15.00 feet, a central angle of 44°09'13" and a chord which bears South 52°20'09" East a distance of 11.28 feet; thence South 74°24'46" East, a distance of 20.28 feet to a point of curvature; thence along the arc of a curve to the right 29.96 feet, having a radius of 30.00 feet, a central angle of 57°12'57" and a chord which bears South 45°48'17" East a distance of 28.73 feet; thence South 17°11'48" East, a distance of 58.57 feet to a point of curvature; thence along the arc of a curve to the left 123.55 feet, having a radius of 100.00 feet, a central angle of 70°47'26" and a chord which bears South 52°35'31" East a distance of 115.84 feet; thence South 87°59'14" East, a distance of 96.39 feet; thence South 88°08'02" East, a distance of 104.17 feet; thence South 85°09'38" East, a distance of 64.35 feet; thence South 87°28'26" East, a distance of 54.80 feet; thence North 83°24'57" East, a distance of 28.91 feet; thence North 54°04'51" East, a distance of 19.55 feet to a point of curvature; thence along the arc of a curve to the right 64.78 feet, having a radius of 33.00 feet, a central angle of 112°28'39" and a chord which bears South 69°40'50" East a distance of 54.87 feet to a point of curvature; thence along the arc of a compound curve to the right 19.66 feet having a radius of 70.00 feet, a central angle of 16°05'29" and a chord which bears South 05°23'46" East a distance of 19.59 feet to a point of curvature; thence along the arc of a compound curve to the right 21.51 feet having a radius of 15.00 feet, a central angle of 82°10'32" and a chord which bears South 43°44'15" West a distance of 19.72 feet; thence South 84°49'31" West, a distance of 110.74 feet; thence South 83°06'54" West, a distance of 125.35 feet; thence South 76°52'49" West, a distance of 121.62 feet; thence South 84°18'10" West, a distance of 142.18 feet; thence South 75°21'14" West, a distance of 42.45 feet; thence South 07°35'24" East, a distance of 7.53 feet to the corner of lots 2 and 3 of said subdivision; thence along the common line of said lot 2 and said Lot 4 the following two courses;

1. South 82°24'36" West, a distance of 24.89 feet;
2. North 42°53'52" West, a distance of 24.60 feet to a point of curvature

thence along the arc of a non-tangent curve to the right 20.05 feet, having a radius of 30.00 feet, a central angle of 38°17'00" and a chord which bears North 65°26'27" East a distance of 19.67 feet; thence North 84°34'57" East, a distance of 204.35 feet; thence North 76°52'49" East, a distance of 121.52 feet; thence North 83°06'54" East, a distance of 126.04 feet; thence North 84°49'31" East, a distance of 91.55 feet to a point of curvature; thence along the arc of a curve to the left 26.00 feet, having a radius of 12.00 feet, a central angle of 124°08'25" and a chord which bears North 22°45'19" East a distance of 21.20 feet to a point of curvature; thence along the arc of a compound curve to the left 15.36 feet

having a radius of 15.00 feet, a central angle of 58°41'10" and a chord which bears North 68°39'29" West a distance of 14.70 feet; thence South 81°59'57" West, a distance of 33.88 feet to a point of curvature; thence along the arc of a curve to the right 92.70 feet, having a radius of 300.00 feet, a central angle of 17°42'16" and a chord which bears North 89°08'56" West a distance of 92.33 feet; thence North 80°17'48" West, a distance of 27.64 feet; thence North 87°57'44" West, a distance of 329.56 feet; thence South 85°42'00" West, a distance of 58.18 feet; thence North 04°18'00" West, a distance of 10.00 feet; thence North 85°42'00" East, a distance of 43.06 feet to a point of curvature; thence along the arc of a curve to the left 53.69 feet, having a radius of 30.00 feet, a central angle of 102°32'40" and a chord which bears North 34°25'40" East a distance of 46.81 feet; thence North 16°50'40" West, a distance of 85.99 feet to a point of curvature; thence along the arc of a curve to the left 20.10 feet, having a radius of 20.00 feet, a central angle of 57°34'06" and a chord which bears North 45°37'43" West a distance of 19.26 feet; thence North 74°24'46" West, a distance of 20.27 feet to a point of curvature; thence along the arc of a curve to the right 19.27 feet, having a radius of 25.00 feet, a central angle of 44°09'13" and a chord which bears North 52°20'09" West a distance of 18.79 feet; thence North 30°15'33" West, a distance of 57.41 feet to a point of curvature; thence along the arc of a curve to the right 28.56 feet, having a radius of 105.00 feet, a central angle of 15°35'10" and a chord which bears North 22°27'58" West a distance of 28.48 feet; thence North 14°40'23" West, a distance of 189.71 feet to the north line of said Lot 4; thence along said line South 78°11'50" East, a distance of 11.17 feet to the **Point of Beginning.**

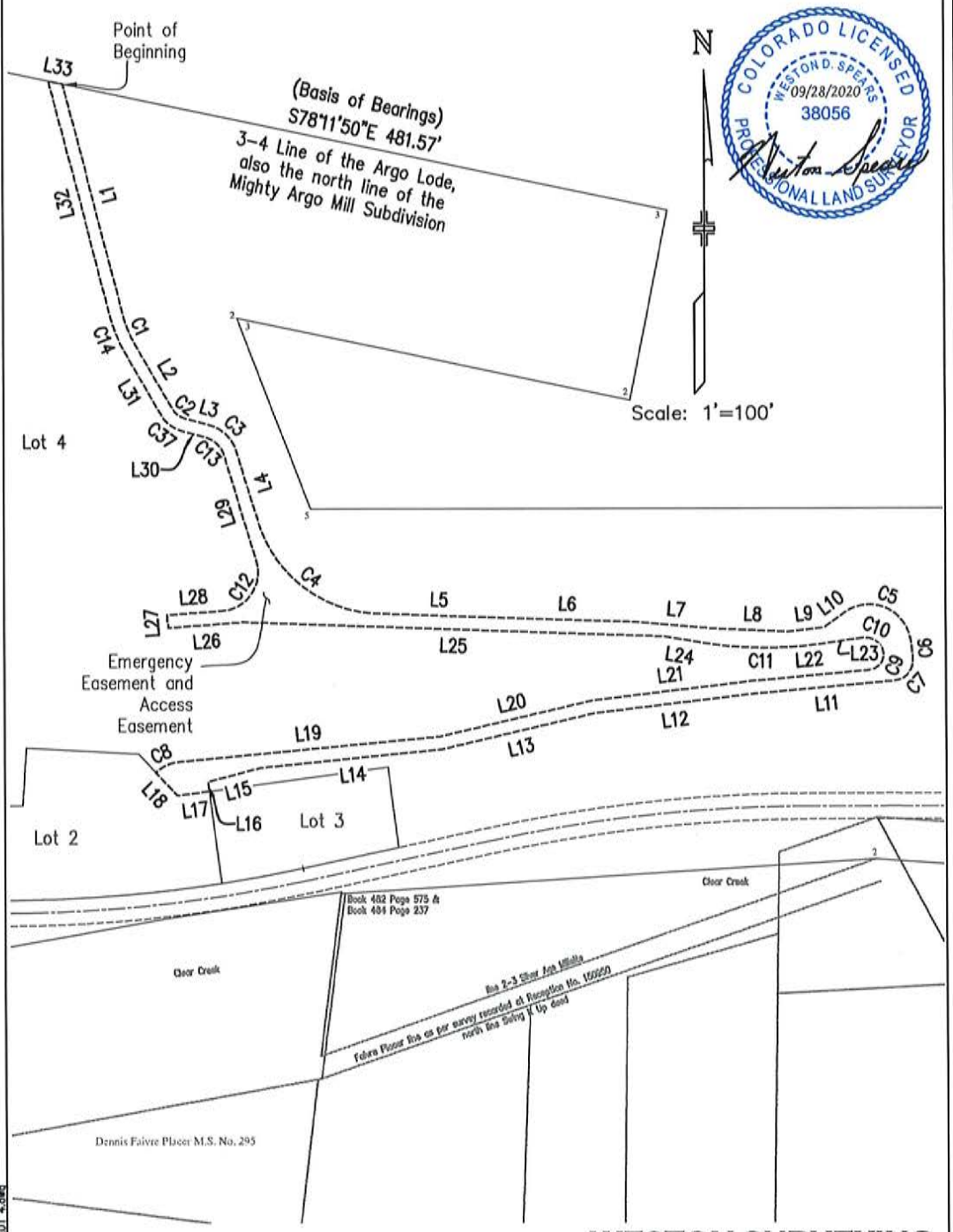
Containing a calculated area of 19,929 square feet or 0.458 acres.

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S No. 30586
for and on behalf of Weston Surveying
PO Box 3184
Idaho Springs, CO 80452
(303) 681-1519

EXHIBIT

A PART OF LOT 4, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO

SHEET 3 0F 5



COLORADO LICENSED
WESTON D. SPEARS
09/28/2020
38056
PROFESSIONAL LAND SURVEYOR

WESTON SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 681-1519

PROJECT NO.: C:\Users\weston\OneDrive\Documents_Survey\Projects\2020\20GEN02 Argo Mine\Office\CAD\Easements\20GEN02 YOUP LUMEX ACCESS LOT 4.dwg

EXHIBIT

A PART OF LOT 4, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14°40'23"E	184.73'
L2	S30°15'33"E	57.41'
L3	S74°24'46"E	20.28'
L4	S17°11'48"E	58.57'
L5	S87°59'14"E	96.39'
L6	S88°08'02"E	104.17'
L7	S85°09'38"E	64.35'
L8	S87°28'26"E	54.80'
L9	N83°24'57"E	28.91'
L10	N54°04'51"E	19.55'
L11	S84°49'31"W	110.74'
L12	S83°06'54"W	125.35'
L13	S76°52'49"W	121.62'
L14	S84°18'10"W	142.18'
L15	S75°21'14"W	42.45'
L16	S07°35'24"E	7.53'
L17	S82°24'36"W	24.89'
L18	N42°53'52"W	24.60'
L19	N84°34'57"E	204.35'
L20	N76°52'49"E	121.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N83°06'54"E	126.04'
L22	N84°49'31"E	91.55'
L23	S81°59'57"W	33.88'
L24	N80°17'48"W	27.64'
L25	N87°57'44"W	329.56'
L26	S85°42'00"W	58.18'
L27	N04°18'00"W	10.00'
L28	N85°42'00"E	43.06'
L29	N16°50'40"W	85.99'
L30	N74°24'46"W	20.27'
L31	N30°15'33"W	57.41'
L32	N14°40'23"W	189.71'
L33	S78°11'50"E	11.17'

COLORADO LICENSED
WESTON D. SPEARS
09/28/2020
38056
PROFESSIONAL LAND SURVEYOR

WESTON SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 681-1519

PROJECT NO.: C:\Users\westo\OneDrive\Documents_Survey\Projects\2020\2008N02 Argo Mine\Office\CAD\Easements\2008N02 XSHP LINES ADDED LOT 4.dwg

EXHIBIT

A PART OF LOT 4, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 5 OF 5

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	25.84'	95.00'	15°35'10"	S22°27'58"E	25.76'
C2	11.56'	15.00'	44°09'13"	S52°20'09"E	11.28'
C3	29.96'	30.00'	57°12'57"	S45°48'17"E	28.73'
C4	123.55'	100.00'	70°47'26"	S52°35'31"E	115.84'
C5	64.78'	33.00'	112°28'39"	S69°40'50"E	54.87'
C6	19.66'	70.00'	16°05'29"	S05°23'46"E	19.59'
C7	21.51'	15.00'	82°10'32"	S43°44'15"W	19.72'
C8	20.05'	30.00'	38°17'00"	N65°26'27"E	19.67'
C9	26.00'	12.00'	124°08'25"	N22°45'19"E	21.20'
C10	15.36'	15.00'	58°41'10"	N68°39'29"W	14.70'
C11	92.70'	300.00'	17°42'16"	N89°08'56"W	92.33'
C12	53.69'	30.00'	102°32'40"	N34°25'40"E	46.81'
C13	20.10'	20.00'	57°34'06"	N45°37'43"W	19.26'
C14	28.56'	105.00'	15°35'10"	N22°27'58"W	28.48'
C37	19.27'	25.00'	44°09'13"	N52°20'09"W	18.79'

WESTON SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 681-1519

PROJECT NO.: C:\Users\westo\OneDrive\Documents_Survey\Projects\2020\20GEN02 Argo Mine\Office\CAD\Easements\20GEN02 YOMP LOWER ACCESS LOT 4.dwg

Exhibit B-2

Lot 2 Emergency and Access Easement

[attached]

EXHIBIT

A PART OF LOT 2, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO
SHEET 1 OF 2

DESCRIPTION:

An emergency easement and access easement being a part of Lot 2, Mighty Argo Mill Minor Subdivision, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follow:

Beginning at the northwest corner of said Lot 2 whence the southwest corner there of bears South 07°35'24" East with all bearings contained herein relative thereto; thence along the west line of said Lot 4 South 07°35'24" East, a distance of 71.96 feet to the said southwest corner; thence along the south line of said Lot 4South 82°05'29" West, a distance of 32.28 feet to a point of curvature; thence along the arc of a non-tangent curve to the left 15.80 feet, having a radius of 10.00 feet, a central angle of 90°31'20" and a chord which bears North 37°40'16" East a distance of 14.21 feet; thence North 07°35'24" West, a distance of 8.91 feet to a point of curvature; thence along the arc of a curve to the left 28.77 feet, having a radius of 20.00 feet, a central angle of 82°24'36" and a chord which bears North 48°47'42" West a distance of 26.35 feet; thence West, a distance of 114.15 feet; thence North, a distance of 24.00 feet; thence East, a distance of 26.08 feet to a point of curvature; thence along the arc of a curve to the left 7.58 feet, having a radius of 5.00 feet, a central angle of 86°49'53" and a chord which bears North 46°35'03" East a distance of 6.87 feet; thence North 03°10'07" East, a distance of 15.43 feet; thence South 86°49'53" East, a distance of 18.00 feet; thence South 03°10'07" West, a distance of 13.88 feet to a point of curvature; thence along the arc of a curve to the left 8.13 feet, having a radius of 5.00 feet, a central angle of 93°10'07" and a chord which bears South 43°24'57" East a distance of 7.26 feet; thence East, a distance of 44.13 feet; thence North, a distance of 7.37 feet to a point of curvature; thence along the arc of a curve to the right 24.24 feet, having a radius of 30.00 feet, a central angle of 46°17'57" and a chord which bears North 23°08'59" East a distance of 23.59 feet to the northerly line on said lot 2; thence along the northerly line the following two (2) courses;

1. South 42°53'52" East, a distance of 24.60 feet;
2. North 82°24'36" East, a distance of 24.89 feet to the **Point of Beginning.**

Containing a calculated area of 5,750 square feet or 0.132 acres.

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S No. 38586
for and on behalf of Weston Surveying
PO Box 3184
Idaho Springs, CO 80452
(303) 681-1519

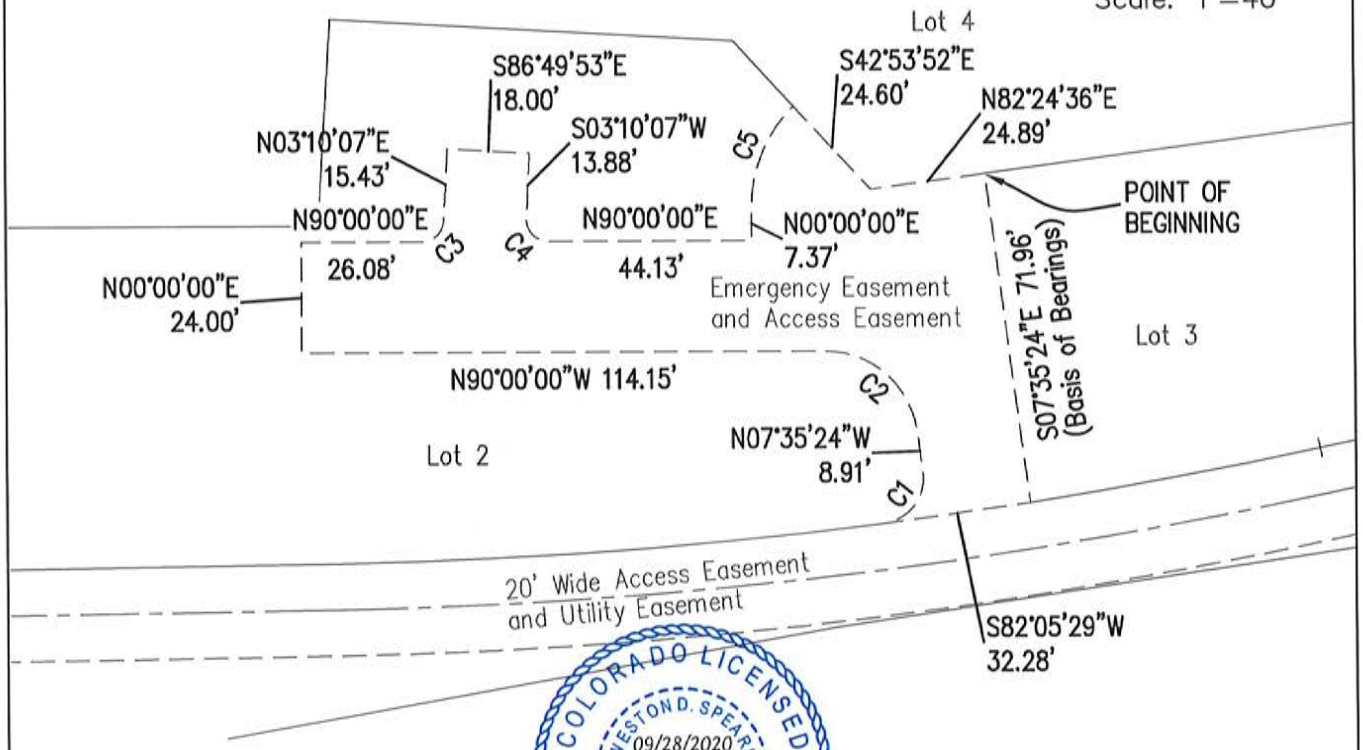
EXHIBIT

A PART OF LOT 2, MIGHTY ARGO MILL MINOR SUBDIVISION
CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE COLORADO

SHEET 2 OF 2

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	15.80'	10.00'	90°31'20"	N37°40'16"E	14.21'
C2	28.77'	20.00'	82°24'36"	N48°47'42"W	26.35'
C3	7.58'	5.00'	86°49'53"	N46°35'03"E	6.87'
C4	8.13'	5.00'	93°10'07"	S43°24'57"E	7.26'
C5	24.24'	30.00'	46°17'57"	N23°08'59"E	23.59'

Scale: 1'=40'



COLORADO LICENSED
WESTON D. SPEARS
09/28/2020
38056
PROFESSIONAL LAND SURVEYOR

WESTON SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 681-1519

PROJECT NO.: C:\Users\westo\OneDrive\Documents_Survey\Projects\2020\20GEN02 Argo Mine\Office\CAD\Easements\20GEN02 VDMP LOWER ACCESS LOT 2.dwg

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: January 27, 2025
Subject: City Administrator Update

Requests for Action:

- Motion to approve a Letter Agreement from Mayberry & Company, LLC for preparation of the 2024 financial audit for an amount not to exceed $15,900.

Updates:

- The City was not awarded the federal Reconnecting Communities planning grant for design of the proposed pedestrian bridge over I-70 and for improvements to Colorado Highway 103. Staff will continue to pursue funding opportunities for this important project.
- The Colorado Department of Local Affairs has informed the City that State auditors have determined that the City is not eligible for the $250,000 Local Match (LOMA) grant that was awarded last year since the RAISE planning grant for the Mobility Hub project was fully funded and there was no non-federal match requirement. The City is eligible to apply for a LOMA grant related to the required 20 percent non-federal match for the RAISE capital grant application for the Mobility Hub project.
- The Mayor and staff met on January 9 with SAFEbuilt regarding building inspections and plan review.
- Guy and I attended on January 9 the annual meeting of the I-70 Coalition in Keystone.
- The Mayor and I attended on January 9 a farewell party for Commissioner Randy Wheelock.
- Staff and I attended on January 10 a progress meeting on the Mighty Argo Cable Car project.
- Staff and I attended on January 10 a meeting with COMBA regarding proposed events at VCMP.
- Staff and I attended on January 13 the quarterly meeting of the Historic Sites and Facilities Board.
- Staff and I attended on January 13 and 21 progress meetings for the preparation of the RAISE Capital Grant application for the Mobility Hub project.
- The Mayor, Guy and I attended on January 14 the monthly Mayors and Commissioners meeting.
- Guy, Maria and I attended on January 14 a webinar regarding funding through the U.S. Environmental Protection Agency and the Colorado State Revolving Fund for water and sewer infrastructure projects.
- The Mayor, Gary Moore from COMBA and I presented on January 15 the City's application to Colorado Parks and Wildlife for a non-motorized construction grant for phase 4 trails at VCMP.
- Attended on January 16 the quarterly City/County Managers Forum at Denver Regional Council of Governments in Denver.
- Paul, Ed, Guy and I met on January 17 regarding the City's backflow prevention program.

- The Mayor and I met on January 21 with Al Brown to close on his property at 839 Colorado Highway 103 that will be used for affordable senior housing.
- Staff and I attended on January 21 a bi-weekly progress meeting regarding design and engineering for the Mobility Hub project.
- The Mayor, staff and I attended on January 21 the monthly meeting of the Business and Community Promotion Board.
- Guy and I attended on January 22 the Media Day sponsored by the Business and Community Promotion Board.

Upcoming Events:

- The Planning Commission will meet on Wednesday, February 5 at 6:00 p.m. for a public hearing on zoning for a property annexation at 839 Colorado Highway 103 and to receive updates on the Mighty Argo Cable Car project and the Soda Creek Highlands residential project.

Mayberry & Company, LLC

Certified Public Accountants

Member of the American Institute of Certified Public Accountants
Governmental Audit Quality Center
and Private Company Practice Section

January 8, 2025

To the City Council
City of Idaho Springs

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Idaho Springs for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process. If you have any questions or concerns that you would like for us to include as part of our audit procedures, please feel free to contact us directly.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 8, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Other Information in Documents Containing Audited Financial Statements

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will communicate our significant findings at the conclusion of the audit. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately March 10, 2025 and issue our report no later than June 30, 2025.

8310 South Valley Highway - Suite 300
Englewood, Colorado 80112

Voice (303) 993 - 2199
Fax (720) 633 - 9763

This information is intended solely for the use of the City Council and management of the City of Idaho Springs and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Timothy P. Mayberry, Principal
Mayberry & Company, LLC
(303) 906-0744 Direct
tpmayberry@mayberrycpas.com7

Mayberry & Company, LLC

Certified Public Accountants

Member of the American Institute of Certified Public Accountants
Governmental Audit Quality Center
and Private Company Practice Section

January 8, 2025

City of Idaho Springs
1711 Miner St
PO Box 907
Idaho Springs, CO 80452

We are pleased to confirm our understanding of the services we are to provide City of Idaho Springs for the year ended December 31, 2024. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Idaho Springs as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Idaho Springs' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Idaho Springs' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Idaho Springs' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, [in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements]:

1) Schedule of expenditures of federal awards.
2) Combining and individual fund financial statements
3) Local Highway Users Report

8310 South Valley Highway – Suite 300
Englewood, Colorado 80112

Voice (303) 993 – 2199
Fax (720) 633 – 9763

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council of City of Idaho Springs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Idaho Springs' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Idaho Springs' major programs. The purpose of these procedures will be to express an opinion on City of Idaho Springs' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Idaho Springs in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon our arrival .

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mayberry & Company, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Local Affairs or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Timothy Mayberry personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 10, 2025 and to issue our reports no later than June 30, 2025 Timothy Mayberry is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $15,900 ($12,400 for the basic audit and $3,500 for the single audit). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Idaho Springs and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Mayberry & Company, LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Idaho Springs.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

Administrative Department

TO:	City Council
CC:	City Administrator Andrew Marsh
FROM:	Guy Patterson | Assistant City Administrator
DATE:	1/27/2025
SUBJECT:	Staff Update
ATTACHMENTS:	None

REQUEST(S) FOR ACTION

- None

UPDATES

Trail Cameras:
The City has purchased four Command Ops 4E20 Combo Trail Cameras with SD cards. Total cost, including shipping, was $294.95. With assistance from COMBA and the State, these will be placed at various locations within the VCMP to assist in monitoring the wildlife in the area, specifically big horn sheep.

City Janitorial Services:
The City will be issuing a request for proposals for the provision of janitorial services for the City Hall, Police Department and Public Works building. Within the proposal will be requirements to carry insurance minimums as well as the demonstrated ability to work in sensitive areas such as the Police Department. This will be posted on the City website and social media outlets as well as directly communicated with janitorial service providers within a given range of the City.

Backflow Prevention Process:
As the Council may be aware, the State of Colorado requires an annual test and maintenance report for backflow prevention devices. The State goes through the City of Idaho Springs to administer this program. To this end, staff met and has developed the following protocols:

- Annually, testing to be required to be completed by October 1. This is to standardize the process for both citizens and staff and afford City staff time to meet the end-of-year compliance requirements of the State. That said, an owner of a backflow prevention device can submit their test results at any time during the year before the October 1 deadline.
- An information and schedule letter will go out each January to everyone subject to this state mandate. It will include a reminder of the October 1 due date. If possible, it can be an email attached letter with hotlinks to both the City Code and State of Colorado requirements within the body. All snail mail letters should have similar information enclosed.
- The information in this January letter will also be put on the website. The City will construct a dedicated page for the back flow prevention program.
- By July 1, a second courtesy letter will be issued. It will include language to the effect of "*If you have returned your test results to the City, thank you and please disregard this message.*" This second letter is another pro-active attempt by the City to fully inform the residents subject to this state mandate.
- For those entities who have not reached compliance by the October 1 deadline, a signature certified letter will be issued. This letter will notify them that they are in

violation and need to provide the City with their report by November 1 to avoid action taken by the City up to and including water service being suspended until compliance. The City will also hang a door hanger with the same information.

- For those entities who have not reached compliance by the November 1 deadline, the first week of November a signature certified letter and door hanger will be issued informing them that water service will be shut-off within 15 days.

This is an important issue to the City. Staff believes this process of continual communication throughout the year will be a fair and cost-effective way to ensure compliance with this state mandated program.

AI

On January 22, Maria Schanhals and I attended a virtual "AI Bootcamp for Local Governments" presented by DRCOG. To say the least, this was eye-opening, jaw-dropping, scary and thought-provoking. The applications for even a small municipal government our size is too numerous to contemplate. I would suggest to the Council that there be a concerted effort at the staff level to understand the benefits and concerns of this brave new world. What can serve our citizens? What are the benefits? What can do harm? What can remove the all-important "human touch?" Suffice it to say, it's an issue that cannot be ignored. It's coming whether we want it or not....

Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: January 27, 2025
Subject: Staff Report Regular Meeting

- ✓ 2 of the 3 Variance Board members are up for re-appointment in February of this year John Hatch and Chair Doug Smith. I have placed an add in the Clear Creek Courant in the hopes that we get a few interested parties as well as placed this request on the city's newish website.
- ✓ We held municipal court on Thursday January 16th and processed a docket of 50 claimants. This court day was a bit rough as there was a bad accident in Denver on I-70 which created a bit of a late start for all in-person claimants and the City Prosecutor Ms. Rogers.
- ✓ There is one (1) Short Term Rental License that will be up for Lotto in March. 14 of the 15 currently licensed Short-Term Rental renewed their license, and one did not. I have the add running for that lotto in the courant starting 01/30/2025 with a deadline for letters of intent being received by me no later than 5:00 pm March 10th 2025. The lotto will take place on March 14th, 2025. I also have this notice scheduled to post on our website on 02/03/2025.
- ✓ There is a new business located at 1800 Colorado Blvd, Clear Creek Critters, a pet supply store.
- ✓ There are 6 out of the 2015 Idaho Springs businesses that have not renewed their business license for 2025. This is a non-compliance rate of 2.79%. Which is quite amazing. Props to the Idaho Springs businesses!

CITY OF IDAHO SPRINGS SEEKING BOARD AND COMMISSION MEMBERS

The City of Idaho Springs has several vacancies on its City Council-appointed boards and commissions. The City is seeking individuals who are interested in serving on the **Planning Commission, Variance Board and the Historic Preservation Review Commission (HPRC).** The **Planning Commission** is a recommending body to the City Council that reviews and revises the Comprehensive Plan, reviews subdivision requests, recommends annexations and final development plans for new developments, and amends the zoning map. The Planning Commission has 1 open seat for an alternate member. The **Variance Board** decides on requests for variances to the Zoning Code and on appeals to staff interpretations of the adopted codes. The Variance Board has 2 open seats for regular members, and 2 open seats for alternate members. The **HPRC** decides on requests to conduct work on a historic structure for the purpose of determining if the proposed work is historically appropriate. HPRC has 2 open seats for alternate members. Members of the HPRC are not required to live in Idaho Springs but are required to be knowledgeable in history or architecture. Members of the Planning Commission and Variance Board are required to be residents of the City of Idaho Springs. Please submit your letter of interest to Deputy City Clerk Wonder Martell at City Hall, 1711 Miner St., PO BOX 907, Idaho Springs, CO 80452 or via email at cityclerk@idahospringsco.com. If you have any questions on the various boards, please call (303) 567-4421, option #4 for the Community Development Planner.

CITY OF IDAHO SPRINGS IS CONDUCTING A LOTTERY FOR A SHORT-TERM RENTAL LICENSE

The City of Idaho Springs has a Short-Term Rental (STR) license that has become available. Interested applicants must submit a complete letter of intent within the next 30 days (deadline March 10th, 2025) that includes the following information:

(1) The full name, address and telephone number of the applicant;

(2) The address and current zoning designation for the proposed licensed property;

(3) An explanation of the applicant's legal right to occupy and use the property as a short-term rental (e.g., by ownership, leasehold interest with owner's consent, etc.); and

(4) A sworn statement of the applicant's good faith belief that s/he will be able to demonstrate that the proposed licensed property meets all short-term rental requirements imposed by this Code.

The Short-Term Rental Requirements can be located at https://idahospringsco.com, Municipal Code Section 21-33 Short Term Rentals.

Please submit your letter of intent to Deputy City Clerk Wonder Martell by 5:00 P.M. March 10, 2025 at City Hall, 1711 Miner St., PO BOX 907, Idaho Springs, CO 80452 or via email at cityclerk@idahospringsco.com. Please contact Deputy City Clerk Wonder Martell with any questions (303) 567-4421 option #2 or ext. 111.

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
https://www.idahospringsco.com/police-department

To: Chuck Harmon, Mayor
City Council

From: Nate Buseck, Chief of Police

Date: January 23, 2025

Subject: City Council Report for January 27, 2025

Request for Action: Approve the contract with Dulaney Architecture and engineering partners for police station renovations, which include obtaining a Green Globes building certification for $505,360.00 from line item 21-00-7045.

Chief Buseck Attended:

01/09/25: Carlson Elementary, National Law Enforcement Day
Jeffcom 911 Law Operations
01/13/25: Advocates Response Discussion
01/14/25: Department Heads Meeting
01/16/25: Jeffcom 911 Board of Directors
Assistant City Administrator Tour
Code Enforcement, legal issue
01/17/25: Police Station. CMGC Contract
01/21/25: Assisted CCSO, Captain promotional process
01/22/25: Police Station, architects
01/23/25: Radar Vendor, Traffic Data Counter
Flock LPR Location Discussion
I70 Floyd Hill Emergency Responders

Training:
01/13/25-01/17/25: One officer attended a 5-day Investigative Interview Course (Loveland, CO)
01/23/25- One civilian attended Advanced Social Media Practices for First Responders (Zoom)

Upcoming Training:
01/30/25: One civilian will attend Social Media Principles for First Responders (Zoom)
02/06/25-02/07/25: One officer will attend a Background Investigations Course (Longmont, CO)

Code Enforcement:

- Abandoned Vehicle/Parking Complaints
- Snow Removal
- Junk Yards

Staffing:

- ISPD hired Michael Huckle on January 21, 2025. He is currently in phase one of FTO.
- ISPD is fully staffed.

Significant Incidents:

On January 10, 2025, the ISPD was patrolling westbound on I-70 when an officer noticed a vehicle with an expired registration. The officer initiated a traffic stop; however, the driver was slow to respond to the lights and sirens and swerved in and out of traffic lanes. Due to this erratic driving behavior, the officer suspected the driver might be impaired. While speaking to the driver, the officer detected a strong odor of alcoholic beverage coming from the vehicle. When asked if he had been drinking, the driver admitted that he had. The officer then issued a summons for DUI, lack of proof of insurance, displaying expired plates, having an open container, possessing an open marijuana container, and driving on roadways laned for traffic.

On January 11, 2025, ISPD officers received a REDDI report (Report Every Drunk Driver Immediately) stating that a vehicle was weaving in and out of traffic without its lights on. While patrolling I-70 near mile marker 242, an ISPD officer observed the vehicle described in the REDDI report as it turned into the chain-up station, turned around, and stopped. The officer approached the female driver, who appeared to be heavily intoxicated. The driver admitted to the officer that she was extremely drunk, didn't want to participate in roadside maneuvers, and requested to be taken to jail. While searching the female, the officer located empty alcohol containers in her pockets, as well as within the vehicle. The female was transported to jail and charged with DUI and careless driving.

On January 17, 2025, ISPD responded to a residence in the 2000 block of Miner Street following reports of a deceased individual. Officers arrived to find a local male who appeared to have passed away in his sleep from natural causes. No foul play is suspected.

On January 18th, 19th, and 20th, ISPD received three reports of trespassing involving a male suspect observed on surveillance videos from multiple residences. The individual has been identified and was officially trespassed from a local business for a year. Additionally, the suspect received a citation for trespassing at the other properties.

On January 19th, 2025, ISPD officers were contacted by a gas station clerk in the 2600 block of Colorado Blvd regarding suspicious activity. **See the attached press release**

On January 22, 2025, ISPD assisted CCSO on a traffic stop that resulted in drug charges.
See the attached press release.

Idaho Springs Police Department
3000 Colorado Blvd. ★ Post Office Box 907
Idaho Springs, CO 80452
303-567-4291/303-567-1014 Fax
www.idahospringsco.com/police-department

Suspect Arrested for Fentanyl and Cocaine Distribution
01/21/25

On January 19, 2025, at approximately 10 PM, an ISPD officer was contacted by a gas station clerk in the 2600 block of Colorado Blvd regarding suspicious activity involving a vehicle in the gas station's parking lot and the hotel next door. After speaking with the clerk, the officer noticed a black Honda Civic leaving the parking lot. The officer observed the vehicle had no front license plate and its windows were excessively tinted. The officer initiated a traffic stop on the vehicle and contacted the driver, 45-year-old Paul Shelton of Fruita, CO. The officer noticed drug paraphernalia typically associated with narcotic use in plain view. The officer detained the driver and female passenger. During a search based on the visible drug paraphernalia, the officer discovered a substantial quantity of illegal narcotics, including fentanyl pills (45 grams) and cocaine (24 grams). Shelton was arrested and charged with possession of a controlled substance with the intent to distribute (fentanyl), possession of a controlled substance with the intent to distribute (cocaine), possession of drug paraphernalia, violation of tinted window restrictions, and failure to display front registration plates. The female passenger was released; however, additional evidence was later discovered directly linking the female to being involved in the narcotics distribution. The female now has a warrant for her arrest.

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

Man Arrested for Distribution of Methamphetamine
01/21/25

On January 22nd, at approximately 2:00 am, a Clear Creek Sheriff's Deputy initiated a traffic stop on a vehicle because there was no front license plate. An Idaho Springs police officer arrived to back up the deputy during the stop. The ISPD officer observed the passenger reaching under the front passenger seat during the encounter, and it appeared the passenger was hiding something. The officer checked that area for weapons and located an open bottle of alcoholic beverage. This led to a further search of the immediate area, and the ISPD officer ultimately discovered twenty-one (21) grams of suspected methamphetamine in the center console along with individual packaging that is indicative of the sale and distribution of illegal narcotics. The driver, 35-year-old Evan Lombardi, of Denver and Idaho Springs, Colorado, was arrested for unlawful distribution/manufacture/sale of methamphetamine, violation of a protection order, open container of alcohol, and display of registration.

"Meth destroys lives. Our police department continues to aggressively pursue those who negatively impact our community by distributing illegal narcotics. I am proud of the work being done by our officers," said Chief Nathan Buseck.

PROPOSAL for Architectural, Civil, Structural, Mechanical, Electrical, Plumbing Engineering Design Development through Construction Administration

Owner:	City of Idaho Springs 1711 Miner Street Idaho Springs, CO 80452 Contact: Andrew Marsh, City Administrator Phone: 303-567-4421 x121 Email: admin@idahospringsco.com	Project Number: 2023-61	Date: January 23, 2025
		Project:	Idaho Springs Police Department Addition and Remodel Design Development through Construction Administration
Architect:	DULANEY ARCHITECTURE 5825 E. Maplewood Avenue Centennial, CO 80111 Contact: Dan Dulaney Phone: 303-615-9123 Email: dan@dulaneyarchitecture.com	Project Address:	1744 Minor Street, Idaho Springs, CO 80452

PROJECT

Idaho Springs Police Department - Addition and Remodel
Design Development through Construction Administration

The City of Idaho Springs plans to relocate the Idaho Springs Police Department from its current east end location to the recently purchased bank building at 1744 Miner Street. The new police department location is convenient, recognizable and has a positive presence in the historic district. This project consists of alterations, renovations and additions to the existing one-story 2,762 SF building and drive through canopy that will be enclosed to create a vehicle sallyport with a holding room. We are adding 1,089 SF to the existing building, and the new total square footage for the building will be 3,851 SF.

The City of Idaho Springs (Owner) proposes to complete the design and construction of the Idaho Springs Police Department (the Project). The Owner completed programming, planning and schematic design for the project as follows and will serve as the basis for the next phases of work.

1. ISPD Programming and Pre-Design Planning – Final Design Report dated 13 November 2023 for programming, space planning and site development
2. ISPD Enhanced Schematic Design – drawings dated 26 March 2024. Drawings included civil, structural architectural, mechanical, electrical, and plumbing and low voltage electrical systems developed to the enhanced schematic design level.

The next phases of work, which are outlined in this proposal, will execute the design and construction of the site and building. These phases include Design Development (DD), Construction Documents (CD), and Construction Administration (CA), and will run consecutively. The project will be designed to achieve Green Globes – One Globe Certification, which will run simultaneous with these phases, and is addressed as a separate scope following the DD through CA phase services detailed below. The City will construct the project utilizing the Construction Manage/General Contractor (CM/GC) construction delivery method. W.E. O'Neil Construction was selected in January 2025 with a Guaranteed Maximum Price (GMP) of $2.5 million.

The following proposed scope of Architectural professional services is detailed below. Dulaney Architecture will be the Prime Architect for this project. Martin/Martin, Inc. will provide Civil and Structural Engineering services. IMEG will provide Mechanical, Electrical, and Technology Design Services. Halsey Architecture + Planning will provide Design Consulting services. Group 14 will provide Green Globes – One Globe Certification Consulting and Building Thermal Envelope Consulting. See the attached Consultant proposals for additional detail.

SCOPE OF SERVICES

Dulaney Architecture will be the Prime Architect for this project and will provide the services listed below.

Design Development Phase (DD)

- Conduct Kick-off Site Meeting in Idaho Springs.
- Determine selective demolition areas for CM/GC to open up for field observation.
- The Architect and Consultants will develop and complete the Design Development Documents that illustrate and describe the development of the approved Enhanced Schematic Design Documents.
- Coordinate the Design Development Documents with the Owner and Consultants.
- Provide a code analysis for the Design Development Documents.
- The Architect and Consultants will review GMP pricing from CM/GC and make any necessary drawing revisions.
- Respond to Owner review comments and revise Design Development Documents for their approval.

Construction Document Phase (CD)

- The Architect and Consultants will develop and complete the Construction Documents that incorporate the construction details for the Owner-approved Design Development Documents.
- Coordinate the Construction Documents with the Owner and Consultants.
- Submit the Construction Documents to SAFEbuilt for review.
- Review GMP pricing from CM/GC and make any necessary drawing revisions.
- Respond to Owner review comments and revise Construction Documents for their approval.
- The Architect and Consultants will respond to the review comments to get the plans approved for permit(s).
- The CM/GC, provided by the Owner, will pull all required Building Permit(s).

Construction Administration Phase (CA)

- Respond to Requests for Information (RFI's) from the CM/GC and review shop drawings only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals shall not relieve the Contractor from conforming to the Contract Documents.
- Attend site meetings for field observations to determine general conformance with the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. Dulaney Architecture will not be responsible for supervising the Contractor' work, means and methods of performing the work, sequencing or quality of the work, safety precautions and programs incident to the work of the Contractor, or timeliness in performance of the work. Accordingly, Dulaney Architecture can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform their work in accordance with the Contract Documents.
- Review Applications for Payment.
- Coordinate with the Contractor construction closeout, inspections, punch list, equipment start-ups.

Green Globes Design
Certification

- Collaborate with Consultants to address sustainability requirements to achieve the energy, sustainability and operating goals to meet the DOLA HPCP requirements.
- Work with the design team to develop strategic goals and credits to register the project to achieve Green Globes Certification at the One Green Globe level.

- Provide design overview with the design team for selected checklist items to maintain design continuity.
- Meet jointly with the sustainability consultant and design team to meet the Integrated Design Process credits. These meetings will be for continually updating the checklist and to inform the team of required documentation.
- Review specifications with the sustainability consultant and design team to meet Green Globes requirements.
- Work jointly with the sustainability consultant and design team to develop the required documentation for Green Globes review.
- Work with the sustainability consultant and design team to submit the documentation to the assessor for the assessment, detailing the sustainability features and practices implemented in the building.
- Attend required meetings with sustainability consultant and design team to ensure the project meets the construction goals and provide any remaining documentation.

Building Enclosure

- Review with the sustainability consultant and design team the building envelope design, detailing, and specifications and make any necessary revisions to the Contract Documents.
- Make site visits as required during the construction review with the sustainability consultant and the CM/GC.
- Work with the sustainability consultant to provide a summary of design review comments, site observations, deficiencies, and corrective measures taken that will be submitted.

PROJECT SCHEDULE

1/27/2025:	City Council approval
1/30/2025:	Start DD / Kick-off site meeting with consultants
1/31 - 2/7/2025:	WE O'Neil Preliminary SD Pricing/Cost Analysis
2/7/2025:	Initial SAFEbuilt Permit Meeting
3/7/2025:	Design Development Complete
3/8 - 3/21/2025:	GMP pricing from WE O'Neil
3/21 - 3/25/2025:	Owner Comments & Approval
3/26/2025:	50% Construction Document Start
4/15 - 4/18/2025:	50% CD Package / Permit Set – Submit Permit Set to SAFEbuilt
4/16 - 5/6/2025:	WE O'Neil GMP pricing / SAFEbuilt Permit Review
5/7 - 5/9/2025:	Owner Review/Comment/GMP Approval
5/7 - 5/14/2025:	Design Team Response to Permit Comments
6/13/2025:	100% Construction Documents Complete
6/30/2025:	Construction Mobilization / Start
2/10/2026:	Substantial Completion
2/11 - 2/28/2026:	Construction Closeout: Final Inspections, Punch-List, Equipment Operations
3/6/2026:	Construction Complete / Building Occupancy

FEES & PAYMENTS

Design Development through Construction Administration Fees:

Architecture + Engineering Fees

Prime Architect (Dulaney Architecture)	$139,425
Design Consultant (Halsey Architecture + Planning)	$46,475
Civil Engineer (Martin/Martin, Inc.)	$27,000
Structural Engineer (Martin/Martin, Inc.)	$70,000
MEP Engineer (IMEG)	$57,000
Fire Sprinkler Scoping	$9,700
IT, Security, A/V Design	$10,900
Total =	**$360,500**

Green Globes Design Certification

Group 14 Engineering	$59,135
Prime Architect (Dulaney Architecture)	$26,000
Design Consultant (Halsey Architecture + Planning)	$11,375
Civil Engineer (Martin/Martin, Inc.)	$5,000
Structural Engineer (Martin/Martin, Inc.)	$500
MEP Engineer (IMEG)	$11,450
Total =	**$113,460**

Building Envelope Design

Group 14 Engineering	$9,400
Prime Architect (Dulaney Architecture)	$16,000
Design Consultant (Halsey Architecture + Planning)	$5,000
MEP Engineer (IMEG)	$1,000
Total =	**$31,400**

Fee Breakout

Design Development: 35%

Construction Documents: 45%

Construction Administration: 20%

Payment

An initial payment of **Fifteen thousand dollars and no cents ($15,000.00)** mobilization payment-shall be made upon execution of this Agreement. Architectural and Consultant services shall be invoiced monthly in proportion to services performed. Payments are due and payable upon presentation of the Dulaney Architecture invoice. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 1.5% per month.

Risk Allocation

Notwithstanding any provision in this agreement to the contrary, Owner agrees to the fullest extent permitted by law, to limit Architect's total aggregate liability to Owner for any and all injuries, claims, losses, expenses, damages and costs arising out of or relating to the services provided by architect under this agreement or related to the project, from any and all causes of action including but not limited to negligence, breach of

contract, or any other legal or equitable theory, to Fifty percent (50%) of the amount of the Architect's fee for the completed scope of work to date, excluding all reimbursable expenses.

Dulaney Architecture Hourly Rates

Principal Architect	$175
Architect	$150
CAD Technician	$135
Administration	$125

Exclusions and Reimbursable Expenses

The proposed scope and fees do not include any other services outside of the project scope explicitly listed, detailed and described in this proposal. This proposal does not include the items listed below.

1. Printing for the Dulaney Architecture and Consultants deliverable documents to CM/GC, the City of Idaho Springs and other agencies shall be invoiced at cost plus 10% mark-up.
2. Travel expenses for additional trips shall be reimbursed at $0.70 per mile.
3. Express delivery costs shall be reimbursed at cost plus 10% mark-up.
4. Building Department Fees
5. Consultant Reimbursables

Additional Services

At Idaho Springs request, Dulaney Architecture can provide additional services for this project and develop any additional scope and fee including, but not limited to, the items listed below:

- Budgeting and cost estimating services.
- Reimbursable expenses not explicitly included.
- Renderings, Revit and 3D Modeling and physical architectural models.

TERMS AND CONDITIONS

The following terms and conditions are necessary for completion of the Scope of Services in a timely and orderly manner and within the rates set forth in Fees and Payments of this agreement.

Standard of Care: Services performed by Dulaney Architecture will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Owner recognizes that Dulaney Architecture does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Owner and Dulaney Architecture, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Dulaney Architecture and its subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Dulaney Architecture and its Consultant(s) shall not exceed the Limits of Liability coverage available on the policy that is carried by Dulaney Architecture and their Consultant(s). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, whether tort, contract or breach of warranty. The Owners Consultants will carry similar Liability Insurance for this project.

Waiver of Consequential Damages: Owner waives all consequential damages (such as lost profits, lost revenues, loss of use and loss of reputation) for claims, disputes or other matters in question arising out of or relating to this Agreement whether in tort, contract or breach of warranty. This waiver includes consequential damages arising out of or relating to the parties' indemnification obligations.

Limited Recourse: In any action by Dulaney Architecture or Owner arising out of or relating to this Agreement or the services performed during this Agreement, the parties may not proceed against or seek recovery from any affiliate, partner, officer, director, shareholder or employee of the other.

Entire Agreement: This Agreement constitutes the entire understanding of the parties concerning the Project and supersedes all prior negotiations and written agreements between them. Any representation made to induce the execution of this Agreement has been included in the Agreement or is no longer being relied upon. Any modification to this Agreement may only be made in writing, signed by both parties.

Information Required from Owner: Owner shall provide relevant documents, drawings, data and information for the project. The Owner shall also provide site surveys and soils reports, design criteria that the Owner deems appropriate. Dulaney Architecture will be entitled to rely on the accuracy and completeness of the information provided by the Owner and their Consultants in preparation of the Construction Documents. The Owner will make all decisions and approvals in a timely manner and provide any additional assistance or provide information which is required.

Delay: If the project is delayed or abandoned, Dulaney Architecture shall be paid for work already performed. If a project is reinstated three months or more after postponement, Dulaney Architecture shall be compensated an additional agreed upon amount to pay costs associated with time spent reviewing previous work and inflation.

Termination: This agreement may be terminated by the Owner or Dulaney Architecture should the other party fail to perform its obligations hereunder. In the event of any termination due to the fault of others, the Owner

shall pay Dulaney Architecture for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Choice of Law: This Agreement is to be governed by Colorado State law.

Dispute Resolution: Any claims or disputes made during design, construction or post construction between the Owner and Dulaney Architecture shall be submitted to mediation unless the parties mutually agree otherwise, before proceeding with litigation. Owner and Dulaney Architecture agree to include a similar mediation agreement with all Consultants, General Contractor, sub-contractors, sub-consultants, suppliers and fabricators, if applicable, thereby providing for mediation as the initial method for dispute resolution between all parties.

Changes in the Scope of Service: If the scope of the project changes, or if revisions are made that require additional architectural or engineering services, Dulaney Architecture shall be compensated for those services at hourly rates specified in the agreement. Services for field revisions, additions, deletions, substitutions, contractor errors, or unforeseen construction conditions shall be considered additional services and Dulaney Architecture shall be compensated at hourly rates specified in the agreement.

End of Proposal

Thank you for this opportunity to work with the Idaho Springs Police and City of Idaho Springs. I look forward to working with you on this project for a new home for the Idaho Springs Police Department.

Sincerely,

Dulaney Architecture

January 23, 2025

Dan Dulaney, Architect

City of Idaho Springs

City Administrator

MARTIN/MARTIN
CONSULTING ENGINEERS

AGREEMENT FOR ADDITIONAL SERVICES

October 18, 2024
Revised: January 21, 2024

Dan Dulaney
Dulaney Architecture
5825 E. Maplewood Avenue
Centennial, CO 80111

Job Title: Idaho Springs Police Department – Addition and Remodel Job No.: 24.0102
Sub Job Title: Civil Services for Design Development – Construction Administration

All provisions of the referenced Agreement and/or Agreement For Professional Services shall remain in full force and effect as modified herein.

Re: Original Agreement and/or Agreement For Professional Services by and between Martin/Martin, Inc. and Dulaney Architecture, dated March 6, 2024.

Additional Services were determined from an email received from Dan Dulaney on March 18, 2024, the Project Enhanced Schematic Design documents submittal, and an email from Dan Dulaney on October 16, 2024.

I. ADDITIONAL SERVICES

Services will include submittals of required civil engineering plans and reports to the AHJ for review in support of a site plan submittal and associated civil engineering design documents (as listed herein). Unless stipulated otherwise in this agreement, preparation of site plan documents (outside those listed herein) and processing of the submittal(s) will be by others.

A. BASIC SERVICES

Martin/Martin, Inc. shall be deemed able to rely upon survey information provided by others, including location of site features horizontally, elevations at 1-foot contours, spot elevations throughout the site, visible utilities located by ASCE (section 38) designation Level B or better as identified by CRS Title 9-1.5-102 as amended by Colorado Senate Bill 18-167, roadways, site encumbrances/easements, and property boundary information. Survey is to be provided to Martin/Martin, Inc. in AutoCAD format.

1. It is anticipated that the Project will be processed through the AHJ Site Plan Approval process. Martin/Martin, Inc. will prepare the following documents for the submittal package: cover sheet, survey sheet, site plan, preliminary grading plan, preliminary utility plan. All other documents required for the submittal will be by others. It is anticipated that others will coordinate, assemble, and process the submittals to the AHJ.
2. A drainage analysis and report for the Project, which will include analysis of historic flows, developed flows and routing of developed flows. Design and analysis of water quality

features and/or detention structures is assumed to not be required and is not included in this scope. This report will be prepared in accordance with AHJ requirements.

3. A detailed grading and drainage plan will be prepared for the Project site, including 1-foot contours and spot elevations around the buildings and in the parking lots. The grading and drainage plans will be based on criteria (including geotechnical report) established and provided by the Client.
4. Design of proposed drainage improvements, including storm sewers, inlets, manholes, sidewalk chases, concrete pans.
5. A site utility plan for the private water and sanitary sewer service, roof drains, and underdrain discharge pipes from main lines in adjacent streets to within 5 feet of the buildings. A utility study is not anticipated to be required and is not included in this scope.
6. Plans for on-site public water mains and sanitary sewers necessary to serve the buildings. These will be prepared in accordance with the requirements of the AHJ.
7. A site layout plan showing the horizontal location of proposed curb and gutter, utilities, drainage, and buildings. Also shown on this plan will be proposed types of pavement and thicknesses of each, as indicated in the soils report supplied by the Client. The initial site plan layout will be furnished by the Architect in CAD.
8. Detailed technical specifications and construction details for the above civil site improvements for inclusion in the Project manual prepared by the Project Architect.
9. Included in this scope of work are an estimated eight (8) design coordination meetings of up to one hour in length. If additional meetings are required, they will be considered an "ADDITIONAL SERVICE" and billed hourly.
10. Services during the bidding phase by answering the Contractor's questions, as necessary. Up to four (4) hours are estimated for this item.
11. Construction Administration services, including review of material submittals, answering the Contractor's questions, and up to two (2) visits, at the request of the Client, to the site during construction to review construction progress. This scope is intended to provide general observations related to construction progress, general conformance with the design intent expressed in the construction documents, and responses to contractor questions, but will not accommodate a level of service required to prepare, execute or submit jurisdictional certifications of completion or grading certifications.
12. Green Globes Certification support. A consultant "Group 14" will lead the certification process and determine and provide to Martin/Martin with direction on support needed to supplement the certification process for site score part of the certification. It is anticipated that checklists, a stormwater narrative and up to five (5) coordination meetings will be required to achieve the Site points.

B. The following clarifications/understandings are included when defining Martin/Martin, Inc.'s Project scope of services:

1. Offsite improvements to the adjacent streets, are not anticipated at this time and excluded from this proposal.
2. Site lighting and photometric plans will be designed by others and provided to Martin/Martin for reference.

3. Dry utilities such as gas, electric power, and telecommunication will be designed by others and provided to Martin/Martin for reference.
4. The Sallyport area will have a sand catch box which will be designed by others. We will help coordinate the connection to the proposed storm infrastructure.
5. Any new roof drains will discharge at grade or connect to the proposed storm infrastructure along the west side of the building.
6. Storm water quality treatment features or devices will not be required because the proposed improvements do not disturb over 10,000 square feet.
7. The proposed improvements will not increase the imperviousness of the site and therefore, peak flow attenuation will not be required.
8. The police station will only need to meet the Risk Category 2 for non-essentially facilities.
9. Project will engage a Construction Manager/General Contractor (CM/GC) prior to the start of Design Development. CM/GC will provide constructability and construction cost input to the design team during the Design Development and Construction Document phases of the design and develop a Final Guaranteed Maximum Price (GMP) based on the 100% Construction Documents. This scope includes incorporation of Value Engineering (VE) ideas from the CM/GC during the Design Development phase to align with Project budget.
10. If requested, an early demolition package can be submitted before construction documents are completed.
11. Green Globe certification support will be provided on an as needed basis at the request of the architect and/or Group 14 consultant. Please note that some stormwater management points, such as TSS removal targets and retention may not be achievable due to the site's current schematic design which does not propose any stormwater detention/retention facilities. Also note that due to Colorado Water Laws, retention of stormwater is normally not allowed.
12. Additional design of site features, beyond those included in the Basic Services section, required to meet Green Globe certification, will be considered as "Additional Services".

II. DELIVERABLES

A. Design Development and Initial Site Plan Submittal: Includes preliminary drainage study, preliminary grading and drainage plans and preliminary utility plans.

B. 50% Construction Drawings and Engineering Department Submittal: Includes final drainage study, final grading plans, final drainage/storm sewer plans, final utility plans (water and sanitary sewer).

C. 100% Construction Documents: Includes horizontal layout plan, site details, and specifications.

D. Green Globe certification stormwater and site civil specific narrative and checklist.

E. Record Plans: Redlines based upon information supplied to Martin/Martin, Inc. by the Contractor. Without Survey.

II. COMPENSATION

A. "BASIC SERVICES" will be provided for a lump sum fee of **$27,000.** The lump sum fee includes non-labor expenses. Green Globe certification support will be provided as an hourly service not to exceed **$5,000**. If, during the course of the work, Martin/Martin, Inc. becomes aware that this amount will be exceeded, notification will be made, and work will proceed only on mutual agreement as to scope and compensation.

Design Development and Initial Site Plan Submittal: $9,000

50% Construction Documents and Engineering Department Submittal: $7,000

100% Construction Documents: $6,000

Green Globe Certification Support: ..... Hourly Estimated Fee $5,000

Bidding/Negotiation and Construction Administration: $5,000

TOTAL: $32,000

B. 'ADDITIONAL SERVICES" and "CONTINGENT SERTVICES" will be provided on an hourly basis following the "HOURLY RATES" in the referenced Original Agreement and/or Agreement for Professional Services.

III. ACCEPTANCE AND AUTHORITY

Work will begin on receipt of this Authorization.

Martin/Martin, Inc.		"Client":	Dulaney Architecture
By:	Mark Thornbrough	By:	
Name:	Mark D. Thornbrough	Name:	Dan Dulaney
Title:	Principal	Title:	Architect

\\Mmcivil.martin local\c\civil\Thornbrough\24.0102 Idaho Springs Police Station\ACCOUNTING\Contracts\Civil Add Service CDs Phase\ISPD_ConstructionDocuments_MDT_01.21.2025_AAS_R2.docx

MARTIN/MARTIN
CONSULTING ENGINEERS

AGREEMENT FOR ADDITIONAL SERVICES

March 22, 2024
Revised October 18, 2024

Dan Dulaney
Dulaney Architecture
5825 E Maplewood Ave
Centennial, CO 80111

Job Title: Idaho Springs Police Department – Addition and Remodel Job No.: 24.0118.S.01
Sub Job Title: Structural Services for Design Development – Construction Administration

All provisions of the referenced Agreement and/or Agreement For Professional Services shall remain in full force and effect as modified herein.

Re: Original Agreement and/or Agreement For Professional Services by and between Martin/Martin, Inc. and Dulaney Architecture, dated March 6, 2024.

Additional Services were determined from an email received from Dan Dulaney on March 18, 2024, the Project Enhanced Schematic Design submittal, dated March 27, 2024, and an email from Dan Dulaney on October 16, 2024.

I. PROJECT DESCRIPTION

Refer to Project Agreement, Exhibit C for a general description of the Project. This proposal covers additional structural services for the Design Development through Construction Administration phases of the Project.

The following structural scope is anticipated as described in the Enhanced Schematic Design submittal:

A. Strengthening, expansion, and enclosure of the existing exterior canopy on the west side of the building to serve as a new Sally Port. Strengthening of the existing canopy structure includes adding sistered wood joists, strengthening the existing steel support girders, and enhancing the connections and capacity of the existing wood sheathing diaphragm. The existing canopy footprint will also be enlarged to the south to provide additional space in the Sally Port, and CMU bearing walls will be provided to enclose the space. This construction will require new foundations under the CMU walls and a new slab on grade.

B. Construction of an approximately 250 GSF addition on the west side of the existing building south of the Sally Port to provide space for a new locker and break room. This addition will be constructed with cold-formed metal framing roof joists supported on an exterior cold-formed bearing wall and new wood beams bearing on new steel posts. New concrete stem walls on

shallow foundations will be provided under the exterior bearing walls, footings will be provided at the new steel posts, and a new interior slab on grade will be poured.

C. On the east side of the facility, the existing entrance will be expanded, and the southeast corner of the building will be filled in to provide additional interior space. These added areas will occur underneath the existing soffit extents, and therefore will not require new roof structure. New cold-formed steel framing will be provided at the exterior walls, and the existing masonry bearing wall and roof support framing beams along the existing east wall will be modified to accommodate the new design. These existing wall changes include infillling existing openings, adding new openings, partial wall demolition, and adding several new steel posts and one new steel beam to maintain adequate support for the existing roof framing. New concrete stem walls on shallow foundations will be provided under the exterior walls, footings will be provided at the new steel posts, and a new interior slab on grade will be poured.

D. The following clarifications/understandings are included when defining Martin/Martin, Inc.'s Project scope of services:

1. Alterations to the existing building will not increase loads on existing gravity load carrying elements by more than 5% except at the Sally Port and along the east masonry bearing wall. Therefore, evaluation and/or upgrade of the existing structural gravity system to meet the current design code will be limited to these areas per the International Existing Building Code (IEBC).
2. Alterations to the existing building (excluding existing canopy conversion to new Sally Port) will not increase loads on or decrease capacity of existing lateral load carrying elements by more than 10%. Therefore, evaluation and/or upgrade of the existing structural lateral system to meet the current design code will not be required per the International Existing Building Code (IEBC).
3. The Contract Design Drawings from the original construction of the existing building are available and will be provided to the Design Team to work from.
4. The entire building will be assigned to Risk Category II as defined in IBC Table 1604.5 per Owner and Client direction. Therefore, evaluation and/or upgrade of the building to meet the increased structural demands associated with a higher Risk Category are not included.
5. Project will engage a Construction Manager/General Contractor (CM/GC) prior to the start of Design Development. CM/GC will provide constructability and construction cost input to the design team during the Design Development and Construction Document phases of the design and develop a Final Guaranteed Maximum Price (GMP) based on the 100% Construction Documents. Project structural scope includes incorporation of Value Engineering (VE) ideas from the CM/GC during the Design Development phase to align with Project budget.
6. The total Project budget is $2.5M.

II. DEFINITIONS

A. Primary Structural System: The principal framing elements and connections that support the building or other facility, and resist code specified, or Owner-defined loads and forces. This typically consists of foundation elements such as footings, pilings, drilled piers, grade beams, slabs-on-grade, and structural walls; superstructure elements such as floor and roof members including columns, beams, structural walls, slabs, joists, and trusses; and lateral systems.

B. Non-Structural Elements: Elements or components of a building or other facility that are not a portion of the Primary Structural System and are not intended to support applied loads or forces other than their own self-weight and those environmental loads (such as thermal, snow, wind, and seismic) that are applied directly to the elements themselves. Examples are nonbearing partitions, stairs and railings, exterior nonbearing walls, and mechanical or electrical equipment.

C. Deferred Submittals: Structural elements or components of the Project which are specified (as a deferred submittal in accordance with the International Building Code), but not designed by the Structural Engineer-of-Record. Deferred design elements are designed by or under the supervision of a Professional Engineer, registered in the state where the Project is located, and retained by the material or component supplier.

D. Assumed Conditions: Where existing conditions cannot be verified during design due to lack of access, the Project schedule, or economic constraints, the Contract Documents will be developed based on available information or assumed conditions. Assumed conditions will be identified on the drawings and verified by the Contractor during the construction phase of the Project. Variations from assumed conditions will be evaluated by Martin/Martin, Inc. and may result in Contract Document changes. Such changes may increase the construction schedule and result in additional design and construction costs.

III. SERVICES

A. BASIC SERVICES

1. Code Approval: Based on the Enhanced Schematic Design of the building, meet with the Building Official or other jurisdiction, as appropriate, to discuss a strategy for upgrading the existing facility to applicable current codes when such upgrades are required. When required, develop a final report summarizing the strategy agreed to with the AHJ.
2. Design Development: Expand conceptual design solutions from Enhanced Schematic Design. Prepare drawings or other documents to describe and fix the size and character of the Project, the relationship of components, and space requirements. Establish Primary Structural Systems and any appropriate dimensions. Size and/or describe major structural components. Identify concepts for selective demolition and temporary and permanent re-support of existing structure. Consult on critical space allowances and clearances. Develop Building Information Modeling (BIM) to include preliminary representations of structural elements to a Level of Development (LOD) defined in the Project BIM Execution Agreement. Provide preliminary structural information for use in preparing a cost estimate.

3. Construction Documents: Prepare final structural engineering calculations and design drawings for the Primary Structural Systems and assist in the preparation of specifications for the structural portions of the Project. Incorporate VE ideas provided by CM/GC during Design Development phase. Provide progress drawings and/or post BIM at progress intervals established for the Project. Develop BIM to include representations of structural elements to a LOD defined in the Project BIM Execution Agreement. Provide stamped copies of Construction Documents for permitting, as indicated under the "Deliverables" section below.
   a. Identify items that are "Assumed Condition" elements and indicate what investigation/demolition is required by the Contractor and the time allowance to be included in the Project schedule to allow Martin/Martin, Inc. to finish the evaluation and issue a final design.
   b. Consult on non-structural elements, which are not part of the Primary Structural Systems. The purpose of consultation is to determine the design forces of these elements on the Primary Structural System and to assist other Design Team members in developing details to be included in their drawings.
   c. Assist in the preparation of performance-based specifications and drawings that define the system and the design criteria for the following Deferred Submittal elements:
      1) Curtain wall systems/exterior metal stud walls (non-load bearing).
      2) Skylight systems.
      3) Stairs, guardrails, and handrails.
      4) Wood or metal stud trusses.
      5) Combined wood, metal, or plywood joists.
      6) Excavation shoring, if required.
      7) Temporary construction shoring.

   d. Recommend scope and frequency of structural testing and inspection made by others.
   e. Respond to the comments from the AHJ regarding documents submitted for permit and update such documents, if necessary.

4. Bidding and Negotiation: Assist in determining the qualifications of structural trade subcontractors. Respond to queries of bidders regarding interpretation of Construction Documents. Provide clarifying addenda. Review and act upon substitution requests for reasonable alternates included as a part of bidders' submittals. Assist with technical aspects of the bid evaluation performed by the Client or Owner upon request.
5. Construction Administration: Assist in interpretation of the design intent and clarification of technical details of the structural design as follows:
   a. Review required manufacturers' and suppliers' shop or erection drawings, allied submittals, and samples furnished by the Contractor for structural components of work. This review will be for general conformance with the design concept and will not include checking of dimensions and quantities, nor review of the Contractor's means and methods of doing the work.
   b. Review Assumed Conditions that have been uncovered or documented by the Contractor. Update the design and issue to the Contractor and to the AHJ, as required.

c. Review of Deferred Submittal elements designed by others for specified loads and criteria specified on the structural Contract Documents only. The Supplier and/or Engineer who designed the elements are fully responsible for the design.
d. Return one set of shop drawings with the Engineer's comments by electronic mail.
e. Review and respond to the Contractor's Requests for Information (RFIs) when they request clarification to the Contract Documents. RFIs submitted by the Contractor to address conditions of nonconformance will result in "ADDITIONAL SERVICES," as noted below.
f. Make up to a maximum of four visits to the construction site to observe the structural elements of the Project and/or attend construction-related meetings. These visits will be timed to observe the structural work at appropriate points based on the judgment of Martin/Martin, Inc. personnel. The purpose of these visits will be to observe the quality of work and the progress of construction. During such visits, and on the basis of these observations, Martin/Martin, Inc. personnel will use their professional judgment to ascertain and develop a professional opinion on whether the work is generally in conformance with the structural design intent. Observation included with this proposed Agreement does not satisfy the "Special Inspection" requirements of the International Building Code.

   Additional site visits requested or required to address unknown conditions uncovered at the site will be billed as "ADDITIONAL SERVICES."

6. Post-Construction Services: Martin/Martin, Inc. has included revisions of drawings to include Record Drawing redlines based upon information supplied to Martin/Martin, Inc. by the Contractor. No other post-construction services are included as a part of this proposed Agreement.

B. ADDITIONAL SERVICES

Any services not listed under "BASIC SERVICES" above, are considered "ADDITIONAL SERVICES" whether specifically listed below or not. The compensation for these services will be in addition to that for "BASIC SERVICES" and will be billed at the hourly rates listed under "COMPENSATION." If during the progress of work, Martin/Martin, Inc. determines "ADDITIONAL SERVICES" are recommended or requested, these "ADDITIONAL SERVICES" may be negotiated directly with the Owner, Developer, or Contractor.

"ADDITIONAL SERVICES" include, but are not limited to the following:

1. Investigating existing conditions of facilities or making measured drawings thereof, verifying the accuracy of information furnished by others, or providing field surveys.
2. Additional site visits, engineering, and modifications to the Contract Documents addressing unknown conditions at the construction site uncovered by the Contractor.
3. Preparing documents for alternate bids.
4. Preparing early design/bid packages or out-of-sequence services, except as provided under "DELIVERABLES."

5. Providing probable construction costs or quantity surveys, or inventories of material, equipment, or labor.
6. Preparing "to scale" Contract Documents beyond normal practice.
7. Providing services for any off-site improvements not listed under "BASIC SERVICES."
8. Providing services in connection with future facilities, systems, or equipment that are not intended to be constructed as part of this Project.
9. Tenant-related design services, except as provided under "BASIC SERVICES."
10. Structural design or review of the Contractor's construction systems or techniques such as formwork, excavations, shoring, bracing, or crane supports.
11. Providing design or detailing for Non-Primary Structural Systems, except as noted under "BASIC SERVICES." Support of mechanical, electrical, and tenant equipment, including seismic bracing, are "ADDITIONAL SERVICES" in this proposed Agreement.
12. Attending Owner/Architect/Contractor meetings during construction, except as noted under "BASIC SERVICES."
13. Providing digital data other than those indicated in the "DELIVERABLES" Section of this Agreement.
14. Special analysis such as blast resistance, defensive design (progressive collapse analysis), floor response for sound transmission, or vibration and dynamic analysis.
15. Design of Fall Protection Systems, except for providing load capacities at specific locations, magnitude, and direction for systems designed by others and provided to Martin/Martin, Inc. at such time that it can be included in the design documents in a logical and sequential fashion.
16. Performing the role of the Special Inspector.
17. Engineering of site structures, exterior, and noncontiguous with buildings (e.g. retaining walls, culverts, tunnels, fountains, signs).
18. Swimming pools or water structures.
19. Conducting or creating an "as-built" or "existing-conditions" survey of the Project.
20. Performing any destructive or invasive testing apart from the visual inspection.
21. Discovering any and all design and construction defects on the Project, including, but not limited to, those outside of the specific specialty of professional engineering services which Martin/Martin, Inc. has agreed to provide on this Project.

C. CONTINGENT SERVICES

"CONTINGENT SERVICES" are services that arise due to circumstances not known at the time of this proposed Agreement that could not be readily anticipated. The compensation for these services will be in addition to that for "BASIC SERVICES" and will be billed at the hourly rates listed under "COMPENSATION." If during the progress of work, Martin/Martin, Inc. determines "CONTINGENT SERVICES" are recommended or requested, these "SERVICES" may be negotiated directly with the Owner, Developer, or Contractor.

"CONTINGENT SERVICES" include, but are not limited to the following:

1. Structural floor-at-grade.

2. Engineering services resulting from changes in Project scope beyond Martin/Martin, Inc.'s control.
3. Services in connection with submitting work due to changes in government requirements instituted after the date of this Agreement.
4. Revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
5. Consultation and professional services in connection with the evaluation or replacement of any work damaged during construction.
6. Services made necessary by the Contractor's default or by defects in the work of the Contractor.
7. More extensive representation and/or observation at the work site during construction (at the request of the Owner, Contractor, or Architect), than listed under "BASIC SERVICES."
8. Post-construction services.
9. Furnishing of opinions as an expert or serving as an expert witness.
10. Services modifying work performed by Martin/Martin, Inc. to bring the construction cost within any limitation imposed by the Client.

IV. DELIVERABLES

A. Drawings: Structural drawings will be prepared as a combination of plans, sections, and elevations extracted from a three-dimensional BIM and two-dimensional drawings to describe details and connections. Martin/Martin, Inc. will provide progress drawings, at each progress submittal, to the Client for printing and distribution. Provide stamped drawings, as required, by the AHJ. Drawings will be issued formally by Martin/Martin, Inc. for the following packages:

   1. Early Demolition Package: Generally consisting of structural plans and details to describe selective structural demolition requirements to document existing conditions and facilitate installation of final structural details.
   2. Final Construction Document set at the same time Drawings for all other disciplines (Architecture, MEP, etc.) for the Project are issued.

B. Additional drawings or sheets of drawings required for addenda, bulletins, and clarifications will be issued, as required.

C. Specifications: Martin/Martin, Inc. will prepare specifications for structural sections in MS Word format and will deliver electronic and hardcopies, as requested.

D. Calculations: Martin/Martin, Inc. will deliver one copy of its final calculations, as required, by the AHJ to support the permit submittals for the Project. Calculations are representative, as required, to indicate application of building code requirements and engineering judgment.

E. Building Information Modeling (BIM): Martin/Martin, Inc. will deliver BIM for the Primary Structural System in electronic format. We anticipate details of the uses and format of the BIM to be defined in the early stages of the Project as follows:

1. Digital Data Transfer Agreement (DDTA): It is anticipated that the Owner, Contractor, and Design Team will complete a DDTA similar in format to AIA E202 -2007 during the early stages of the Project. For the purposes of this proposed Agreement, Martin/Martin, Inc. has assumed the following with regard to this document:
   a. BIM will be created using REVIT by AutoDesk. Translation or regeneration of data/models in another software is not included with this proposed Agreement.
   b. BIM is intended for Martin/Martin, Inc.'s use in preparing Contract Documents. BIM will be released to other parties upon request for their convenience; however, the receiving party will be responsible for verifying that any information used from the model matches information noted on the final paper documents issued for construction.
   c. Martin/Martin, Inc. is not responsible for information extracted from its model by others without the opportunity for Martin/Martin, Inc. to supervise and check the process and resulting information. Martin/Martin, Inc. has no responsibility for the accuracy of derivative models created using portion of the Project BIM authored by Martin/Martin, Inc. or others.
   d. BIM may be used for other purposes if identified in writing in an executed DDTA indicating permitted uses for specific parties.

2. BIM Execution Agreement: It is anticipated that the Owner, Contractor, and Design Team will complete a BIM Execution Plan similar in format and content to AIA 202-2008. For the purposes of this Agreement, Martin/Martin, Inc. has assumed the following with regard to this document:
   a. Structural BIM includes primary structural elements of the building that occupy volume. In general, foundations, columns, beams, slabs, structural walls, and braces are defined. The level of detail in the BIM will be adequate for interference checking with other Design Team consultant BIM in an integrated BIM approach; however, it may not include each and every fastener, trim element, kicker, or other miscellaneous items.
   b. In general, the structural BIM will not include nonstructural items or performance specified items designed by others.
   c. LOD of elements in structural BIM is dependent on sufficient LOD in other disciplines model. Early package issue dates will be contingent on LOD in the overall Design Team model.
   d. Structural BIM of the existing building will be limited to areas of structural work. A full BIM of the existing facility is not included.

V. COMPENSATION

A. "BASIC SERVICES," will be provided for a lump sum fee of **$75,000**. The lump sum fee includes non-labor expenses.

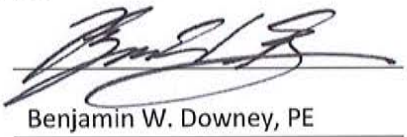
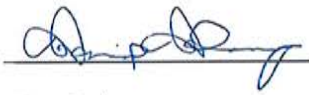
B. Payment for "BASIC SERVICES" will be made monthly in proportion to the work accomplished and will equal the amount for each phase:

Design Development	$17,000
50% Construction Documents	$18,000
Early Demolition Package	$5,000
100% Construction Documents	$15,000
Bidding/Negotiation and Construction Administration	$20,000
Total	**$75,000**

C. "ADDITIONAL SERVICES" and "CONTINGENT SERVICES" will be provided on an hourly basis following the "HOURLY RATES" in the referenced Original Agreement and/or Agreement For Professional Services.

VI. ACCEPTANCE AND AUTHORITY

Please sign below and return to Martin/Martin, Inc. as authorization to proceed.

Martin/Martin, Inc.		"Client":	Dulaney Architecture
Signature:		Signature:	
Printed Name:	Benjamin W. Downey, PE	Printed Named:	Dan Dulaney
Title:	Principal	Title:	Architect

Note to Author: BEFORE MAKING THE FIRST EDIT, CLICK IN THIS SECTION AND UNCHECK REDLINE. Click the Cancel button to close the section – your redline selection will save.

October 18, 2024
REV E - January 22, 2025

Dan Dulaney
Dulaney Architecture
Via Email dan@dulaneyarchitecture.com

Re: Proposal for Services
City of Idaho Springs
Idaho Springs Police Station
Idaho Springs, Colorado

Note to Author: The project description in this cover letter is a SUMMARY of the project, and the FeeAmount is the TOTAL FEE for IMEG's scope of services. Add a detailed project description in the body of the Proposal for Services, and a detailed fee structure in the Compensation portion of the Proposal.

Dear Dan,

Thank you for the opportunity to submit a Proposal for the following services for the new Idaho Springs Police Station.

(a) Mechanical

(b) Electrical

(c) Technology

A detailed scope of services, assumptions, compensation, additional services, and terms and conditions are included in the attached Proposal for Services.

We propose to provide these services for a fee as detailed in the Compensation section in the Proposal for Services.

We look forward to working with you on this project and appreciate this opportunity to be of service.

Proposal for Services

PROJECT DESCRIPTION

Note to Author: Use site/area and/or building name involved, and a brief scope to define type of use (office, hospital, school, mixed use, etc.), type of building (new or existing), location of project, project size (gross floor area, number of floors), construction budget, schedule (design and construction), sustainability goals (LEED, WELL, NZE, etc.), reference material used to create proposal (RFP, drawings, report, schedule, etc.) or other significant details.

This Proposal is for the new Idaho Springs, Colorado Police Station. An existing 3,500 square foot building that is currently a bank will be remodeled to become a new police station. The new police station will consist of offices, restrooms, locker room, officers' area, break room, conference/training room, lobby, armory, interview room, evidence storage and evidence process area. The existing drive through will be enclosed to become a new vehicle sallyport.

The MEP systems will be designed to accommodate some future expansion spaces.

The existing Mechanical system has reached the end of it's service life and a new mechanical system will need to be installed. A site visit to determine if any portion of the existing mechanical system can be reused will be done at the start of the project.

The existing electrical service currently runs under the existing drive-through and may need to be relocated due to the conversion of the drive-through to a sallyport.

New site lighting will be provided for the site and a new site photometric will be required.

A new generator will be added for the new Sallyport.

PV will be installed on the building. IMEG will provide a performance-based design for the PV system.

The existing building does not have a fire sprinkler system. A new fire suppression system may need to be added. I separate fee for the fire sprinkler system design is provided below.

The project will be pursuing Green Globes Certification. A separate fee has been provided below for this scope of work to include meetings and documentation for Green Globes Certification.

Anticipated construction budget is $2.5 million.

IMEG's Scope of work at this time is for Design Development, Construction Documents, Permit Documents and Construction Phase services base on the previously completed Schematic design phase.

Note to Author: If applicable, insert schedule below. Options: by a specific date, by "TBD", "based on the contractor's schedule", "XX days from Notice to Proceed". You can also include a .png screenshot of a schedule provided by the client by clicking on the image variable. If a schedule is not needed, delete the sections.

Project Schedule

It is anticipated that the design scope will in January of 2025 and Construction will start in May 2025 and be complete in March of 2026.

1. MECHANICAL DESIGN SERVICES

Note to Author: Standpipes in multi-story buildings. Only include sprinkler locations if specifically requested by Client; request additional fee.

Fire Protection Systems
Incoming riser with valving.

Sprinkler zone designations.

This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required.

Specifications for contractor-furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents.

Plumbing Systems
Domestic hot and cold water.

Sanitary drainage and venting.

Interior roof drainage.

Acid waste and venting.

Plumbing design will be based on fixture counts and safety shower/eyewash station locations provided by others.

HVAC Systems
Heating, ventilating, and air conditioning.

Direct digital control (DDC) system.

Building makeup air.

Toilet exhaust.

Process exhaust.

Exhaust air heat recovery.

Note to Author: Identify what type of smoke control systems are anticipated and edit accordingly – atrium smoke exhaust, for example, can be very costly to design. Code requires that a rational smoke control analysis be provided for the smoke control system; refer to IMEG's stairway pressurization design guide for more info. Many AHJs require the analysis to include network modeling, which is typically done using CONTAM software with which IMEG does not have extensive experience. A third-party life safety consultant is typically required for this software analysis, and they have a typical minimum cost of $25,000. You should bring this third-party requirement to the attention of the client ASAP as the client may be under the assumption that we have it covered OR that it isn't required. For atrium smoke removal, CFD modeling may be required; IMEG does not currently have the required expertise or software for this type of specialty CFD modeling. Some AHJs may have special prescriptive requirements that supersede or enhance the rational analysis; modify language accordingly.

2. ELECTRICAL DESIGN SERVICES

Incoming electrical service, power distribution, and grounding.

Interior lighting and controls, with fixture selections and layouts provided by others.

Parking lot and site lighting and photometric for City review. This assumes two submittals to the City for the site lighting review.

Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.

Fire alarm performance specification.

Telecommunications conduit only rough-in.

Generator for Sally Port Area.

Note to Author: Jurisdictions are driving the following requirements per IECC 2021. Confirm requirements and adjust service size accordingly as it can be a drastic size increase.

Electric vehicle (EV) charging (if required) and solar ready power system design per local requirements.

3. TECHNOLOGY DESIGN SERVICES

Note to Author: Engage Technology Dept. staff if client requests technology planning or advisory services.

Voice, data, WAPS, and cable television

TIA compliant premise structured cabling system.

Telecommunication cross-connect room layout, including cabling and equipment racks, optical fiber, copper termination equipment, and cable management.

Telecommunication cabling for Wireless Access Points. Final locations of Wireless Access Points to be determined by the Owners Wireless Access Point manufacture heat map. Locations chosen in design are based on best practices.

Coaxial cable television distribution system for distribution of cable television signal throughout new building.

Telecommunications systems grounding and bonding to current TIA standards.

Note to Author: All other technology systems must be described separately in detail.

Security management

Access control system: with card readers, system control panels, door status switches and exit devices to connect to a new access control system. Access control system to include lockdown capabilities as required.

Video surveillance cameras up with licenses which shall connect to a video surveillance system recorder to include remote viewing monitor in the main office.

Intrusion alarm system: Control panel-based system utilizing motion detectors, door contact switches, and keypads. System to include duress notification and silent alarm capability.

Intercom Door Station at main entrance with emergency call.
Video and Audio recording system in interview rooms.

Note to Author: All other security systems must be described separately in detail.

Audio/video

Audio/Video presentation system which supports projectors or LED displays, source equipment, assisted listening, audio amplification and control system in classrooms, gyms, conference rooms and commons areas.

Analog or IP based Ceiling speakers connect to an overhead paging system in common use areas and individual zoned wall mounted intercom/clock speaker in office areas, and designated areas with connection to radio system.

Note to Author: All other AV systems must be described in detail.

4. GENERAL DESIGN SERVICES

Establish performance requirements for seismic bracing (if required by code) of applicable equipment specified by IMEG. Design and installation will be by others.

Prepare applicable specifications.

Prepare contract documents that are suitable for pricing and construction purposes.

Project Design Meetings

3 meetings at the site and 3 conference calls are included in this design scope.

5. BIDDING PHASE SERVICES

Respond to contractor questions.

Prepare addenda information as required.

6. CONSTRUCTION PHASE SERVICES (HOURLY)

Note to Author: Edit items based on IMEG completing full CA services or partial services if Owner/Architect handles certain items.

Provided below are suggested services to be performed during the construction phase. All services will be billed at current hourly rates for all work performed.

Answer Contractor questions and Requests for Information (RFIs).

Note to Author: The purpose of this statement is to allow IMEG to have input into who is selected and what is produced by third-party testing and inspection agencies, which may include all disciplines.

Review shop drawing submittals for items requested in the contract documents.

Note to Author: It is important to show a reasonable amount of JSO involvement as required by the project and the client to set appropriate expectations. Disciplines have different needs, and we want to make it clear that we are not sending all disciplines to all JSOs.

At appropriate times during construction, conduct approximately:

2 mechanical, plumbing and electrical job site observations.

2 technology job site observations.

One final job site observation per discipline.

Prepare construction observation report(s).

Note to Author: Following are options to show meeting involvement during construction, depending on project size and complexity.

Owner/Contractor Construction (OCC) Meetings:

Participation in weekly OCC telephone / web conference meetings are not anticipated, but IMEG will attend as required.

Note to Author: If record documents are part of the scope, delete the record documents item in Additional Services.

7. ASSUMPTIONS

Note to Author: Consider the following as "typical" items to be edited for each specific project. Add or delete necessary items.

General Assumptions

Note to Author: Delete bracketed text if it doesn't apply.

Drawings of the existing architectural, structural, mechanical, electrical, and technology systems, which accurately represent the existing conditions, will be provided to IMEG.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document G202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.

The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Note to Author: Delete bracketed text if it doesn't apply.

Sanitary sewer, storm sewer, natural gas, domestic water service, and fire protection water service will be designed and located to within 5'-0" outside the building.

Note to Author: The following paragraph to remain if IMEG is NOT providing a cost opinion. Do NOT include in both Design and Assumptions.

An independent cost estimator will be engaged by the Owner or Client. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

Mechanical and Electrical Assumptions

Note to Author: This assumption is to be used for remodel of existing or tenant improvements.

Note to Author: This paragraph to be edited for renovation projects and deleted for new projects. Edit for anticipated project scope. Pre-testing of systems provides IMEG with actual measured values of system performance that can be used during design.

Where existing systems are to be revised and reused, pre-testing documentation of system capabilities in the area of work will be provided to IMEG, as requested, prior to the start of the Design Development phase. The pre-testing information required may include HVAC system performance, hydronic system performance, and electrical system loads. If such information is not available, or if the systems have not been documented within the last two years, IMEG will assist the Owner in developing a scope of work that can be provided to a testing firm, who will complete the documentation of the systems. The cost of the testing firm and its documentation of the systems is not included in IMEG's fee.

A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.

Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.

Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

Identification, testing, and/or removal of hazardous materials will be by others.

Note to Author: Remove statement about campus utilities if not applicable or if design of campus utilities is being provided by IMEG. Remove section completely if IMEG Civil is providing the design.

Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.

Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.

The building envelope is designed, installed, and performs to meet or exceed the applicable energy code. The building envelope specifier shall provide envelope compliance documentation.

Technology Assumptions

For all security management systems, electrified door hardware will be designed and specified by the Architect.

The Owners IT department shall provide IMEG with a list of networks to be installed within the Telecommunications closet.

8. COMPENSATION

Note to Author: The following table is provided to itemize fees. Delete the table section if not used. A .jpg or .png image snipped from Word or Excel can also be inserted by clicking on the TableImagePlaceholder variable.

We propose to provide the design services described above for the following fixed fees. Please deselect services not accepted.

Note to Author: Edit fees and services descriptions to be accepted by the client. Delete lines not needed. Ask the Client to uncheck the boxes for services not accepted before signing.

☒ $57,000 - MEP Design
- Design Development: $18,000
- Construction Documents: $28,000
- Permit Documents: $3,500
- CA: Hourly Estimate: $7,500
- Early Demolition Package (Not included in total above): $5,000

☒ $9,700 - Fire Sprinkler Design
- Design Development: $1,700
- Construction Documents: $5,000
- Permit Documents: $500
- CA: Hourly Estimate: $2,500
- Early Demolition Package (Not included in total above): $750

☒ $10,900 - Technolgy Design
- Design Development: $2,500
- Construction Documents: $4,900
- Permit Documents: $600
- CA: Hourly Estimate: $2,900
- Early Demolition Package (Not included in total above): $1,000

☒ $11,450 Green Globes Certification

Note to Author: Provide estimated or NTE fee if possible, otherwise delete sentence after "rates (attached)". Commissioning Note: Only use NTE is requested by Client.

9. PROJECT EXPENSES

Note to Author: Select only the expenses that can be billed as reimbursable items and will be shown on the invoice to the client. Some clients do not allow the markup; edit as appropriate.

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

Note to Author: It is recommended these printings be done at a local print house for easier tracking and documentation of these project expenses.

Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by the Architect.

Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.

Necessary consultants as approved by Client.

Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

Postage and delivery charges.

Note to Author: Delete items that don't apply. Delete "rental car and fuel" if rentals are invoiced at a per-mile rate.

Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.

Meals and lodging, when required to travel overnight.

Reimbursable expenses are estimated to be $2,000

Note to Author: Remove the expense estimate section if not needed.

10. ADDITIONAL SERVICES

Note to Author: Consider the following as "typical" items to be edited, if applicable.

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

General Additional Services

Invasive field takeoff to determine existing conditions that are not readily accessible or visible.

Note to Author: Delete services that are being provided for this project.

Civil, or structural design.

LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.

Acoustical evaluation, design, or analysis.

Assistance with grants and other related funding applications.

Revising IMEG design documents as a result of equipment lead times or supply chain delays.

Value engineering or negotiating construction cost/scope with contractors and related document revisions after Design Development documents are complete.

Note to Author: Delete bracketed wording if IMEG Commissioning services are being provided.

Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

SMEPT Additional Services

Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.

Revising equipment layout and connections, and floor plan modifications, after IMEG's Design Development documents are complete.

Note to Author: If IMEG Commissioning services are being provided, delete the following two sections.

Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Systems commissioning and special inspections. Please be advised that commissioning and/or special inspections may be required by some building/energy codes, even though it is excluded from this Proposal. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.

Performing a confirmation site observation after the final job site observation (punch list) has been completed.

Mechanical Additional Services

Life cycle cost analysis.

ASHRAE 90.1 Energy Standards confirmation or building modeling.

Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.

Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.

Electrical Additional Services

Lightning protection system evaluation and design.

Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.

Technology Additional Services

Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.

Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.

Design of technology systems not specifically noted herein such as network equipment, telephone, sound masking and mass notification.

Design of Radio Communication Systems.

Commissioning of technology systems.

11. GENERAL

The attached Terms and Conditions dated April 1, 2023, are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this Proposal will be implied and contractually binding.

Note to Author: Do NOT change the left pulldown in the User pane if/when adding the cosigner. This will be done by the AA when the document is reviewed and ready to be sent to the client for signature.

Client
Dulaney Architecture

SIGN:

Dan Dulaney, Architect

DATE: 01.23.2025

IMEG
IMEG Consultants Corp.

SIGN:

Wade N. Johnson, Principal / Project Executive

DATE:

TERMS AND CONDITIONS

Standard of Care

Services provided by IMEG Consultants Corp. (hereinafter referred to as "IMEG") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by IMEG during the completion of its services under this Agreement, (hereinafter the "Standard of Care"). If client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document whether or not signed by IMEG, shall be considered only as a document for client's internal operational management.

Client Responsibilities

IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client and/or Client's legal agents. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG's personnel of such updates or changes in writing.

Additional Services

When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by IMEG and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation

Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance

IMEG has multiple offices with personnel that may provide professional services subject to this Agreement. IMEG may use any office or individual in the completion of services required for the Project. IMEG shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Standard of Care.

Billing/Payment

The Client agrees to pay IMEG for all services performed and all costs incurred. Invoices for IMEG's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify IMEG of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to IMEG for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with IMEG's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, IMEG may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions or billing disputes of any type shall not be subject to informal dispute resolutions procedures outlined herein.

Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IMEG, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify IMEG and its directors, employee and agents for their own negligence or the negligence of others. IMEG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of IMEG and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. IMEG shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance

IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, shall be written or endorsed to include additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered

an assignment for purposes of this Agreement.

Dispute Resolution

Any claims or disputes between the Client and IMEG arising out of the Services to be provided by IMEG or this Agreement shall be subject to discussions for informal resolution. If no informal resolution is achieved within 14 business days, the Parties agree to submit the matter (excluding actions by IMEG for payment of past due fees) to non-binding mediation. Any disputes involving contractors, subconsultants, subcontractors, suppliers, or any other legal agent shall be subject to the informal resolution process as described in this section, above. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods

IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor IMEG shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or IMEG's directors, employees, agents, or consultants.

Construction Observation

When IMEG does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of IMEG do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless IMEG for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs

Project signs displayed at the construction site shall include "IMEG" as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions

It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing IMEG-designed systems shall be submitted to IMEG for review prior to being approved by contract holder. IMEG will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to IMEG at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of IMEG. IMEG shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership

All drawings, specifications, BIM and other work product of IMEG developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of IMEG by the Client, or others acting for the Client, for any other use without the express written permission of IMEG shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless IMEG for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files

The Client hereby grants permission for IMEG to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to IMEG to release such documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment

For the duration of this contract, plus six (6) months from the date of final payment received, neither IMEG nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by IMEG, Client or their agents for the period of performance of this contract.

Termination

Either party may terminate this Agreement due to the other party's material breach of this Agreement upon providing a ten (10) day written notice to the breaching party and an opportunity of at least three (3) business days to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. IMEG shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, IMEG has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.

Survivability

In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability

It is agreed that the Maximum Aggregate Liability of IMEG arising out of or related to this Agreement and for all work performed on this

project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, contractors, and attorney fees, will be limited to $100,000.00. This limitation of liability has been agreed upon after Client and IMEG discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "IMEG" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders, and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation

IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions, or negligence, will be limited to IMEG's general liability insurance coverage of $1,000,000.

Hazardous Environmental Conditions

Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities

Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict

Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure

Except as hereinafter provided, no delay or failure in performance of IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG will notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of IMEG to perform its obligations and which IMEG is unable to prevent, including without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, epidemics, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

Equal Employment Opportunity / Rights Under Federal Labor Laws

IMEG and Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

2025 STANDARD HOURLY RATES - SMEPT/MEQ/Cx

(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$335
Client Executive / Market Director	$310
Project Executive	$285
Senior Project Manager 2	$260
Senior Project Manager 1	$240
Engineer of Distinction	$270
Senior (Engineer / Planner / Consultant) 3	$255
Senior (Engineer / Planner / Consultant) 2	$225
Senior (Engineer / Planner / Consultant) 1	$205
Project (Engineer / Consultant) 2	$185
Project (Engineer / Consultant) 1	$170
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	$150
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	$130
Designer of Distinction	$235
Senior (Designer / Authority) 3	$210
Senior (Designer / Authority) 2	$205
Senior (Designer / Authority) 1	$185
Project (Designer / Authority) 2	$170
Project (Designer / Authority) 1	$155
(Designer / Authority / Analyst) 2	$135
(Designer / Authority / Analyst) 1	$125
Design Technician 2	$110
Design Technician 1 / Intern	$100
Senior Construction Administrator	$205
Construction Administrator	$170
Senior Procurement Manager	$285
Senior Procurement Specialist	$260
Project Coordinator	$140
Senior Virtual Design Coordinator 2	$160
Senior Virtual Design Coordinator 1	$150
Virtual Design Coordinator 2	$140
Virtual Design Coordinator 1	$125
Virtual Design Technician	$110
Administrative Assistant	$100

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Halsey Architecture + Planning
1302 East 11th Avenue
Denver, CO 80218

23 January 2025
Proposal for Design Consulting Services

Project Description
The City of Idaho Springs (Owner) proposes to complete the design and construction of the Idaho Springs Police Department ("The Project" or "Project"). The Owner completed programming, planning and schematic design for the project as follows and will serve as the basis for the next phases of work.

1. ISPD Programming and Pre-Design Planning - Final Design Report dated 13 November 2023 for programing, space planning and site development
2. ISPD Enhanced Schematic Design - drawings dated 26 March 2024. Drawings included civil, structural architectural, mechanical, electrical, and plumbing and low voltage electrical systems developed to the enhanced schematic design level.

Owner:
City of Idaho Springs

Client:
Dulaney Architecture

Project Location:
1744 Miner Street, Idaho Springs, CO 80452

Project Budget:
The total City of Idaho Springs construction budget for the project is a not to exceed $2.5 million.

Project Schedule:
The schedule for the project Design Development through Construction Completion beginning on 30 January 2025, ending 6 March 2026

Proposal for The Project
Dulaney Architecture is the Prime Architect for The Project and has requested a proposal from Halsey Architecture + Planning LLC (HA+P) for design consulting services during the Design Development, Construction Documents, Guaranteed Maximum Price, and Construction Administration phases. These phases will run consecutively. The project will be designed to achieve Green Globes – One Globe Certification and will run simultaneous with these phases.

The proposed design consulting services for the following phases of work for the project are directly provided to Dulaney Architecture to assist, to the best of our ability, in maintaining design intent from the completed work to date noted above during the execution of the design and construction of the site and building. These phases include the Design Development (DD), Construction Documents (CD), Guaranteed Maximum Price (GMP) and Construction Administration (CA). Design consulting services are also provided for Green Globes (GG) – One Globe Certification and addressed as a separate scope following the DD through CA phase services detailed below.

DD – CA Design Consulting Services

Design Development Phase (DD)
The DD Documents shall illustrate and describe the development of the approved Enhanced Schematic Design Documents. HA+P will provide the services listed below to Dulaney Architecture.

1. Design Review / Comment
    a. Provide sketches and comments as required to support design continuity with the Enhanced Schematic Design content. These may include architectural sketches including plans, sections, elevations, typical details, and diagrammatic layouts.
    b. Review product specifications provided by Dulaney Architecture related to design continuity.
    c. Review and comment on the initial WE O'Neil GMP pricing information.
2. Meetings
    a. Scheduled
        - Attend one (1) site kick-off meeting in Idaho Springs
        - Attend up to three (3) virtual design team meetings during this phase.
        - Provide meeting agenda items to Dulaney Architecture.
        - Assist Dulaney Architecture in presenting and reviewing design goals during the on-site and virtual meetings.
    b. Unscheduled
        - Up to two (2) hours for calls, texts or virtual meetings required for timely communications with Chief Buseck and Dan Dulaney.
        - Requested time in excess of the above hours will be directly billed hourly to Dulaney Architecture.

Construction Documents Phase (CD)
The Construction Documents shall incorporate the construction details for the Owner-approved Design Development documents. HA+P will provide the services listed below to Dulaney Architecture.

1. Design Review / Comment
   Review Construction Documents as requested by Dulaney Architecture to support design continuity with the approved Design Development documents, GMP cost estimates and permit requirements.
    a. Review 50% and 100% CDs developed by Dulaney Architecture with the Client and Dulaney Architecture regarding potential modifications to the drawings and specifications in accordance with design continuity.
    b. Review and comment on the WE O'Neil 50% CD GMP pricing information.
    c. Assist Dulaney Architecture in determining the acceptability of substitute materials and equipment proposed by subcontractor and evaluating bids.
    d. Review SAFEbuilt permitting comments specific to design continuity as requested by Dulaney Architecture.
2. Meetings
    e. Scheduled
        - Attend up to five (5) virtual design coordination meetings during this phase.

- Attend one Initial SAFEbuilt Permit Meeting virtual meeting, led by Dulaney Architecture.
- Attend 50% Construction Documents/GMP on site meeting? in Idaho Springs
- Provide meeting agenda items to Dulaney Architecture.
- Assist Dulaney Architecture in presenting and reviewing design goals during the on-site and virtual meetings.

f. Unscheduled
- Up to four (4) hours for calls, texts or virtual meetings required for timely communications with Chief Buseck and Dan Dulaney.
- Requested time in excess of the above hours will be directly billed hourly to Dulaney Architecture.

Construction Administration (CA)
Construction Administration includes constructing the building and site to the requirements of the CDs and GMP, includes construction progress meetings, timely information exchange, submittals and quality control standards. HA+P will provide the following services to Dulaney Architecture.

1. Review / Comment
   Participate as requested by Dulaney Architecture and specifically for design continuity during the construction of the site and building.
   a. Assist Dulaney Architecture in reviewing WE O'Neil requests regarding document interpretation.
   b. Assist Dulaney Architecture in observing completed work of WE Oneil.
   c. Assist Dulaney Architecture in reviewing WE O'Neil provided sub-contractor substitutions.
2. Meetings
   g. Scheduled
      - Attend up to ten (10) virtual design coordination meetings during the CA phase.
      - Attend up to three (3) on-site meetings during the CA phase
      - Assist Dulaney Architecture in presenting and reviewing design goals during the on-site and virtual meetings.
   h. Unscheduled
      - Up to four (4) hours for calls, texts or virtual meetings required for timely communications with Chief Buseck and Dan Dulaney.
      - Requested time in excess of the above hours will be directly billed hourly to Dulaney Architecture.

End of DD - CA Phase Scope of Services

Green Globes – One Globe Certification, Design Consulting Services

The Green Globes – One Globe Certification shall determine and describe the development of sustainable building and site features and maintain design continuity beginning with the approved Enhanced Schematic Design Documents. HA+P will assist Dulaney Architecture and other consultants in developing a list of strategic credits to attempt achieving Green Globes – One Globe Certification for the project. HA+P will provide the services listed below to Dulaney Architecture.

Green Globes – One Globe Certification, Design Consulting Services (continued)

1. Design Review / Comment
    a. HA+P will assist Dulaney Architecture and other consultants in developing a list of strategic credits to attempt in developing a proposed Green Globes Checklist to help the decision-making process for determining applicable, appropriate, and cost effective criteria for Certification at the One Globe level.
    b. Assist Dulaney Architecture in presenting design goals in the on-site and virtual discussions.
    c. Provide design overview for selected checklist items to maintain design continuity throughout the DD through CA phases.
2. Meetings
    a. Scheduled
        - Attend one (1) kick-off meeting with the Chief Buseck, Dulaney Architecture and their consultants.
        - Attend up to three (3) virtual design team meetings during the overall design phases.
        - Provide meeting agenda items to Dulaney Architecture.
    b. Unscheduled
        - Up to two (2) hours for calls, texts or virtual meetings required for timely communications with Chief Buseck and Dan Dulaney and their consultants.
        - Requested time in excess the above hours will be directly billed hourly to Dulaney Architecture.

End of Green Globes – One Globe Certification, Design Consulting Services

Project Schedule

1/27/2025	City Council approval
1/30/2025	Start DD / Kick-off site meeting with consultants
1/31 - 2/7/2025	WE O'Neil Preliminary SD Pricing/Cost Analysis
2/7/2025	Initial SAFEbuilt Permit Meeting
3/7/2025	Design Development Complete
3/21/2025	GMP pricing from WE O'Neil
3/25/2025	Owner Comments & Approval
3/26/2025	50% Construction Document Start
4/15 - 4/18/2025	50% CD Package / Permit Set – Submit Permit Set to SAFEbuilt
4/16 - 5/6/2025	WE O'Neil GMP pricing / SAFEbuilt Permit Review
5/7 - 5/9/2025	Owner Review/Comment/Approval
5/ 7- 5/14/2025	Design Team Response to Permit Comments
6/13/2025	100% Construction Documents Complete
6/30/2025	Construction Mobilization / Start
2/10/2026	Substantial Completion
2/11 - 2/28/2026	Construction Closeout: Final Inspections, Punch, Start-ups
3/6/2026	Construction Complete / Building Occupancy

Scope and Services Exclusions

The proposed fees specifically do not include any other services outside of the DD – CA and Green Globes Certification Scope of project scope specifically listed and described above. Example exclusions include but are not limited to:

- Building code and ADA analysis
- Constructability Reviews
- Cost Estimating
- GMP cost analysis and valuations
- Value Engineering services
- Document printing for Dulaney Architecture distribution to the City of Idaho Springs and other agencies included in this project or to the CM/GC and the project consultants.
- Production of Drawings and specifications of any phase
- Electronic, CAD or REVIT drawings
- 3D modeling and visualizations
- Renderings – interior or exterior
- Attending meetings beyond those indicated above.
- Coordination of Dulaney Architecture consultants
- Meeting reports
- Public Outreach

Additional Services

1. If authorized in writing by Dulaney Architecture, HA+P shall provide Additional Services which are not included as part of DD – CA design or Green Globes – One Globe Certification consulting services listed above within the reasonably and mutually agreed upon time periods stipulated in such authorization.

Dulaney Architecture Shall:

1. Make available to HA+P drawings, specifications and data which were prepared by Dulaney Architecture, or by others which are in their possession, and which Dulaney Architecture and HA+P consider pertinent to the HA+P's responsibilities hereunder, all of which the HA+P may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
2. Give prompt written notice to HA+P whenever Dulaney Architecture observes or otherwise becomes aware of any development that affects the scope or timing of the HA+P's services, or any defect or nonconformance in the work of HA+P affecting This Part of the Project.

B. Lump Sum Method of Payment

1. Dulaney Architecture shall pay HA+P for all Design Consulting Services rendered above a Lump Sum Fee of $ 46,913 (Forty six thousand nine hundred thirteen dollars and no cents) and Green Globes – One Globe Certification a Lump Sum Fee of $ 16,375 (Sixteen thousand three hundred seventy five dollars and no cents) plus reimbursable expenses.
2. HA+P will bill Dulaney Architecture monthly. The monthly billing will certify the percentage of the work completed and the amount billed will be a pro-rata share of the Lump Sum Fee based on the completed percentage figure. Dulaney agrees to bill the Owner for services rendered by HA+P within thirty (30) days of receipt of the HA+P's monthly invoice.
3. Invoices will be processed and payments made by Dulaney Architecture to HA+P within ten (10) days of the date of receipt by Dulaney Architecture of payments by the Owner for services performed by HA+P.

4. Total payments to HA+P for the DD – CA and Green Globes – One Globe Certification design consulting services shall not exceed the Lump Sum amount.

C. Reimbursable Expenses

1. The following reimbursable expenses representing actual expenditures made by HA+P for the Project shall be paid for as follows:
   (a) Transportation expense connected with the Project.
   (b) Lodging and meal expense connected with the Project.
   (c) Expense reimbursement will not exceed the estimated total amount of $500.00

IDAHO SPRINGS POLICE DEPARTMENT

01/10/2025

Dan Dulaney
5825 E Maple Ave
Centennial, CO 80111

Ted Halsey
1302 E. 11th AV #5
Denver, CO 80218

Dear Dan and Ted,

We are pleased to submit this proposal for the Idaho Springs Police Department.

Group14 Engineering, PBC is a team dedicated to sustainability, resource efficiency, and to make buildings work. We have been in business in Denver for over twenty-five years. Our mission is ***to transform the built environment to realize a more resilient future.***

The scope of services proposed for this project is as follows:

- Green Globes Consulting, Administration, and Certification
- Building Enclosure Best Practice Consulting Services

Please let me know if you have any questions on our proposal. We appreciate the opportunity and look forward to working on this project!

Sincerely,

Laura Charlier, LEED AP BD+C, ID+C
Principal | Sustainability Team Leader
lcharlier@group14eng.com | (720) 221-1074

FIRM OVERVIEW

Transforming the built environment to realize a more resilient future.

Founded and headquartered in Denver, CO since 1992.

1000+	300+	600+	9M+
Completed Energy Models	LEED Certified Projects	Buildings Commissioned	Sq. Feet of Building Area Monitored

OUR CORE SERVICES:

Energy

At Group14 we inspire better buildings that are smarter, healthier, and more cost-efficient through innovative energy solutions.

- Energy Modeling & Consulting
- Energy Audits
- Utility Analysis
- Electrification of Buildings

Sustainability

Our sustainability solutions decrease environmental footprint, maximize savings, and enhance occupant wellbeing.

- Green Building Certification
- Corporate Social Responsibility Assessment
- Embodied Carbon Consulting
- Climate Change Resiliency

Commissioning

We help building owners protect and grow their investments by ensuring that all building systems are installed and operating properly.

- Mechanical, Electrical & Plumbing (MEP) Commissioning
- Enclosure Commissioning
- Fault Detection & Diagnostics (SkySpark)
- Measurement & Verification

INDUSTRIES WE SERVE

Affordable Housing	K-12
Aviation	Lab & Research
Government	Multi-Family Housing
Healthcare	Office
Higher Education	Recreation & Libraries
Hospitality	Utilities

PROJECT FEES

Group14's fees are detailed below for the items outlined in the Project Scope and are based on the following information:

Project Address: Idaho Springs, Colorado

Project Description:

- Building Type: Police Department
- Total SF: 3,500
- Stories: 1

Fees are valid for 90 days following the date of this proposal. Please note that there will be some effort required from other disciplines to compile and note Green Globes requirements in design documents for certification. Energy modeling is not included and may be valuable to add points. Group14 will help the team evaluate and strategize the most cost effective path to certification.

Scope of Services	SD	DD	CD	CA	Fee
HPCP Coordination and Goal Setting - Assist with HPCP Modification if Required	$5,000				$5,000
Green Globes Consulting, Admin and Documentation (in addition to goal setting)	-	$12,000	$19,000	$22,000	$53,000
Building Thermal Envelope Performance Verification (Enclosure Design Review, Site Observations, and Final Report)	$0	$0	$3,100	$6,300	$9,400
REIMBURSABLE: Registration and Certification Fees *	$1,500	-	$4,635	-	$6,135
TOTAL - LEED (In Addition to Code Required Services)	**$1,500**	**$12,000**	**$26,735**	**$28,300**	**$68,535**

**Registration and certification fees are based on GSF, are subject to change and are calculated on the dates of registration and certification submission.*

SCOPE OF SERVICES

Green Globes

Phase	Task	Task Description
HPCP Consulting and Coordination	Integrated Design Process	In an early virtual collaborative design session, the team will address sustainability issues and map out a strategy to achieve the project's energy, sustainability, and operating goals – along with agreement and buy-in from all parties and within the restrictions of the budget to meet DOLA HPCP requirements. A Green Globes checklist and/or updated HPCP modification form will be completed after this meeting.
Stage I	Register Project with GBI	Register Project for Green Globes.
	Research and Credit Guidance	Research project issues to provide guidance to the team in order to meet goals. Work with the design team to implement sustainable design practices to meet Green Globes goals. An updated checklist with strategies will be provided indicating tasks required and team members responsible.
	Integrated Design Process Meetings	Host conference calls to meet the Integrated Design Process credits. These meetings will serve to continually update the checklist and inform the team of required documentation.
	Document Review	Review design documents for adherence to Green Globes criteria at each phase and update checklist.
	Specification Language	Review all specifications for inclusion of Green Globes requirements and provide language as needed.
	Stage I Documentation	Coordinate with design team and collect all required documentation and package for Green Globes review.
	Stage I Assessment	Schedule Stage I Assessment, submit the documentation to the assessor, and serve as a line of communication between the team and GBI throughout the process. Provide team feedback and respond to any review comments from the assessor. The checklist will be updated to reflect any points that have been lost or gained during the assessment.
Stage II	Stage II Kick Off Meeting	As part of the Integrated Design Process meetings, conduct a construction kick-off meeting via conference call with the contractor and subcontractors. This can occur as soon as the contractor has been brought on board. Review all Green Globes construction requirements to ensure project meets construction goals.
	Construction Oversight and Verification	Oversee and assist the contractor with the tracking and documentation requirements for the applicable Green Globes credits. Review and collect submittals that are required for Green Globes compliance.
	Stage II Assessment	Schedule and attend Stage II virtual Assessment. Coordinate with the team to make sure appropriate parties are present for walk through with the GBI Assessor. Following assessment, any remaining documentation to GBI will be provided and final report and checklist will be distributed to the team. Fees assume that a local member of the team will be on-site to lead the virtual Stage II assessment. If Group14 is required to be in person, additional fee will be required.

Building Enclosure Best Practices

Phase	Task	Task Description
Contract Documents	Review Enclosure Design Early- to Mid-CD's	Provide a review of the building envelope design, detailing, and specifications to support the Design Team and QA/QC process. This review will include comments on items related to the compatibility, constructability and performance of the following building envelope systems and components: 1) Wall cladding assemblies 2) Weather-resistive barriers, including air barriers 3) Vapor barriers 4) Thermal insulation 5) Fenestration assemblies (windows, doors, skylights) 6) Flashings 7) Sealants 8) Roofing assemblies 9) Expansion Joints 10) Drainage Our review will include PDF drawing mark-ups as well as a table summarizing our comments. We assume one (1) design review and one (1) teleconference with the design team to discuss comments.
Construction Administration	Site Observations	Make site visits during the construction to review representative portions of the enclosure components and assemblies and to document general conformance with the Contract Documents, applicable building codes, manufacturer's requirements, and industry standards. Our observations will focus on the quality and compatibility of the weather barrier installations at the time of our site visits. We assume no more than two site visits, with illustrated observation reports, to document each visit. Prior to leaving the site, we will discuss any non-conforming, or otherwise concerning, issues with the Contractor and relevant trades. Means to access enclosure work (i.e. manlifts, scaffolding) are not included in our proposal and are assumed to be provided by the General Contractor.
Construction Administration	Enclosure Project Completion Report	Provide a summary of design review comments, site observations, deficiencies, and corrective measures taken as they pertain to the design and construction of the building enclosure. Report will be submitted following our final site visit.

GENERAL PROPOSAL NOTES

1. Travel costs for the site visits noted in the scope are included in the project fee.
2. Group14 will invoice monthly based on percent of work completed.
3. The client has the right to terminate this agreement without cause at anytime by providing 30 days written notice to Group14.
4. Additional Services for scope outside of this proposal can be provided as Time and Materials at current hourly rates or as fixed fees for additional scope.

New Construction Services

1. Group14's services do not serve as a guarantee, certification, warranty, etc. of performance by equipment, components, assemblies, or systems constructed and designed by others. Group14's review of design calculations, design drawings, Contractor's submittals, or similar does not constitute a guarantee of the performance nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Document
2. Group14 does not warrant or guarantee that the Project will be granted LEED or other third-party certification.
3. Group14 will not be required to provide professional services that constitute the practice of architecture, design engineering, or contracting.
4. Group14 has provided a fee for the scope of work as outlined in this proposal. Group14 is not responsible for executing additional services included by others in the Contract Documents.
5. Group14 will rely upon the completeness and accuracy of all information provided by the Client to Group14. Group14 is not responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating Group14's recommendations into the reports, drawings, and/or specifications.
6. Unless stated otherwise in this Proposal, professional services provided will be performed during normal working hours of 8 a.m. to 5 p.m., Monday through Friday.
7. It is assumed that reasonable access will be provided and permitted to all areas where Services are to be performed.
8. The scope and fee provided are based on the codes, laws, and regulations in place at the time of this proposal. If requirements change due to legal revisions enacted after this proposal, additional scope and fee may apply.

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

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: January 27th, 2025
Re. STAFF REPORT PUBLIC WORKS

Action Item: 1

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

Parks and streets are geared up for winter maintenance. Trucks are equipped for plow duties.

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

Construction on Virginia Canyon: Sewer service connections are being made, and some of these connections have to cross Virginia Canyon, which will severely limit access through this segment of construction. Notification has been sent out to residents regarding this inconvenience for the next 10 working days. Road closures are between 8am and 4 pm, no closures over the weekends.

Recent freezing temperatures have led to an increase in calls to assist residents with frozen plumbing. Usually this entails a meter replacement or water shut off so property owners can make repairs.

Paul Crain
Public Works Superintendent

Public Works is requesting $13,354.00, for Maintenance and repairs to the Heritage Museum/ Visitors Center fire suppression system. The bulk of this cost and project is to replace an expansion tank that is not rated for the fire suppression system or use with the Glycol necessary to prevent this system from freezing.

Move to approve service and repairs to the fire suppression system at the City property, located at 2060 Miner St., the Heritage Museum and Visitors Center, by Frontier Fire in the amount of $13,354.00

Frontier Fire
POWERED BY NATIONAL

PROPOSAL

Proposal #: 074703

Proposal Date: 10/14/2024

Inspection Work Order #:

Proposal Exp: 11/13/2024

Sales Rep: Mitch Sidenstick

Frontier Fire Protection

9430 East 40th Ave.
Denver, CO 80238
Phone: (303) 629-0221
www.frontierfireprotection.com
EIN: 47-3729356

PREPARED FOR
Idaho Springs Visitors Center Paul Crain 2050 Miner Street Idaho Springs, Colorado 80452

SERVICE SITE
Idaho Springs Visitors Center 2060 Miner Street Idaho Springs, Colorado 80452

PROPOSAL ITEMS

Description	QTY	Unit Price	Amount
FPPI,#06-842,3/4" Ball Valve	1	$0.00	$0.00
3/4 90 steel	4	$6.00	$24.00
Union 3/4 Thrd Dom MI Blk	1	$35.00	$35.00
3/4 sch40 pipe steel	11	$4.00	$44.00
Trip Charge - Standard	1	$105.00	$105.00
Antifreeze capture and disposal	1	$750.00	$750.00
Fire Sprinkler Labor Rate - Standard	1	$2,520.00	$2,520.00
Arctik Snow Propylene Glycol 50% - Inhibited. Packaged in a 5 gallon Cube(s).	20	$215.00	$4,300.00
Firextrol FPT-20V(C) expansion tank	1	$5,576.00	$5,576.00
		Total	**$13,354.00**

***Tax, if applicable, is not included.

THIS IS NOT AN INVOICE – DO NOT PAY FROM THIS PROPOSAL

Scope of Work:

Recharge system with new prop glycol (100) gallons

Install new expansion tank current is not designed for fire protection or anti-freeze system

Clarifications:

Unless expressly stated in writing on the applicable order form in the Scope of Work, the following clarifications shall apply to all work performed under the Agreement:

1. All work is to be performed during normal business hours (M-F 7AM-4PM).
2. Price is valid for forty-five (45) days.
3. System to be placed back in service at the end of each workday.
4. All work to be in accordance with local codes and NFPA 72
5. The subcontractor requires a signed proposal, purchase order, or contract prior to the execution of any services and/or labor for this project.
6. This proposal is limited to only materials or installation labor specifically listed on this proposal. All other repairs to any other life safety system are excluded from this proposal.
7. Safety and good housekeeping practices will be emphasized.

8. The subcontractor reserves the right to charge for a dry run, a minimum service call charge, in the event of no access or ability to perform the scheduled work.

Exclusions:

Unless expressly stated in writing on the applicable order form in the Scope of Work, Client shall be solely responsible for all costs and charges associated with sales tax, monitoring services, fire watch, any 120VAC wiring or connection, any phone line service, wiring or connection, design criteria more stringent than applicable code requirements or as stated in Scope of Work above, core drilling, block wall boxes, and stub-ups, sleeves in rated walls, patching and painting, repair of existing wiring, rental equipment, and access to inaccessible devices, overtime, weekend, holiday, or shift work, certified payroll and Davis Bacon wages, submission of plans to the AHJ, plan review, and permit fees.

Down Payment:

To ensure timely ordering of materials and scheduling of work approved proposals may be subject to a 50% deposit. This policy helps us manage the procurement of necessary parts and resources more effectively, allowing us to better coordinate and complete your project within the desired timeframe.

We understand that this is an important consideration, and we are committed to keeping you informed throughout the process. Should you have any questions or need further clarification, please don't hesitate to reach out to us. Our goal is to ensure a smooth and transparent experience for you from start to finish.

Thank you for your understanding and continued trust in our services.

Respectfully Submitted,

Mitch Sidenstick
Frontier Fire Protection
(303) 629-0221

CLIENT:	**COMPANY:**
_____	_____
Signature	**Signature**
_____	_____
Print Name	**Print Name**
_____	_____
Title	**Title**
_____	
PO Number	

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

TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 1/27/2025
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	0.1	0.43	0.6

- Reactor 1 started in manual mode to acclimate, tuning required. Analyzer start-up with Hach
- Continued control narrative for Automated Digester upgrade. Decanter parts ordered.
- Generator transfer switch failure – parts ordered

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.8)	<60	<80
Current	<1	off	0	Demand 2.1	44	40

- Air compressor failure
- Backflow tracking improvements
- Montane Tank – In CDPHE approval process, Easement agreements
- Final report for Mattie dam CWCB grant

Dear Region 3 Leader,

Happy New Year! I hope this message finds you well. I'm reaching out to share details about our upcoming Regional Resilience Economic Development Mixer and Leadership Breakfast on February 13th and 14th, and to extend a personal invitation for you to join us at these important events.

As a reminder, you have appointed a representative to the newly formed Regional Resilience Team, which will guide efforts to address key issues facing Clear Creek and Gilpin counties. While the team members will lead the ongoing work, your participation in the events on February 13th and 14th will be invaluable as we set the stage for our collective efforts moving forward.

Regional Resilience Mixer – February 13th (5:30 PM – 8:00 PM) Teller House, Central City

This informal gathering at the historic Teller House in Central City will provide an opportunity for you to connect with fellow leaders and stakeholders. We'll introduce the **Regional Resilience Framework**, which will guide our efforts across five key themes: Affordability, Diversification and Economic Growth, Outdoor Recreation and Tourism, Equitable Access, and Quality of Life.

Regional Resilience Leadership Breakfast – February 14th (8:30 AM – 11:30 AM) Teller House, Central City

The Leadership Breakfast will mark the official start of our strategic work. During the breakfast, we'll review the focus areas identified last year and use the Regional Resilience Framework to prioritize actionable solutions for the region. Your perspective and leadership at this event will be crucial as we set priorities for the future.

Please RSVP by February 7th by emailing Lindsey Valdez at president@clearcreekedc.org.

Room Block Information

For those traveling, we've arranged a room block at the Monarch Casino Resort Spa in Black Hawk. Booking details will be sent later this week.

We look forward to your participation in the Mixer and Leadership Breakfast as we begin this exciting phase of work. Thank you for your ongoing support, and please don't hesitate to reach out if you have any questions.

Sincerely,

Lindsey Valdez, President & CEO

Clear Creek Economic Development Corp.

303.710.9218

president@clearcreekedc.org

clearcreekedc.org

CLEAR CREEK
ECONOMIC DEVELOPMENT CORPORATION