



City Council Regular Meeting Agenda

Monday, March 24, 2025

City Hall - 1711 Miner Street, Idaho Springs, CO 80452

Tel: (303) 567-4421 Fax: (303) 567-4955

Video from Meetings are viewable on the City's Website.
You must join the Zoom Meeting (<https://us02web.zoom.us/j/88123857147>)
to participate in a meeting remotely.

- 1. Work Session Agenda (6:00 pm) & Packet**
 - a. Downtown Miner Street Marketplace activation
 - b. Comprehensive Plan Update - Timeline, Process, and Kick Off
- 2. Call to Order Regular Meeting (7:00 pm)**
- 3. Roll Call**
- 4. Pledge of Allegiance**
- 5. Agenda Approval**
- 6. Conflict of Interest**
- 7. Approval of Minutes**
 - a. Motion to approve the minutes from March 10th, 2025
- 8. Approval of Bills**
 - a. Motion to approve bills to March 24th, 2025
- 9. Public Comment**
 - a. Amy and Danny Tomlinson 38 Virginia Canyon Road
- 10. Unscheduled Public Comment**
- 11. Liquor Licensing Authority**
 - a. Public Hearing: To Consider an application for a Beer and Wine liquor license for Big B's Soup & Grilled Cheese located at 2448 Colorado Blvd.
- 12. Finance Officer**
 - a. February 2025 Financial Statements
- 13. Resolutions**

- a. Motion to approve Resolution No. 12, Series 2025, A Resolution approving an access easement agreement between the City and Young Ranch, LLC concerning City use of an existing ranch road to access Virginia Canyon Mountain Park for limited (non-public access) purposes.
- b. Public Hearing: Motion to approve Resolution #13, Series 2025, A Resolution Adopting a Revised General Fund Appropriation and Budget for Fiscal Year 2024 for the City of Idaho Springs to Reflect Unanticipated Expenses and Year-End Adjustments Within the General Fund During Such Year.

14. Ordinance First Reading

- a. Motion to approve Ordinance #10, Series 2025, An ordinance granting a conditional use to permit temporary seasonal employee camping during rafting season only in 2025 and 2026 on property west of the Shelly/Quinn Ball Fields Park also known as 95 E. Idaho Springs Road.

15. Ordinance Second Reading

- a. Motion to approve Ordinance #6, Series 2025, An Ordinance Approving a Multi-Year Occupancy Agreement for that City-Owned Property known as 839 Colorado Highway 103.
- b. Public Hearing: Motion to approve Ordinance #5, Series 2025, An Ordinance Zoning the 1.99 Acre Parcel of City-owned Land within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the Sixth Principal Meridian, In Clear Creek County, Colorado, Known by Address as 839 Colorado Highway 103, as Residential Three (R-3) (continued from the March 10, 2025 City Council meeting)

16. City Attorney

17. City Administrator

- a. Staff report submitted with two requests for action:

Motion to approve a proposal from Mammoth Moving and Rigging, Inc. in the amount of \$40,000 to relocate the stage from the east field to the west field at Shelly-Quinn Park (account #21-00-6032).

Motion to approve a proposal from Chase Fabrications in the amount of \$12,495 for the metalwork and welding related to the relocation of the stage (account #21-00-6032).

18. Administration Department

- a. Assistant City Administrator – Staff report submitted with TWO requests for action.

Motion to approve the City to submit a Tier I Energy Impact Assistance Fund (EIAF) grant application in the amount of \$200,000 for the design

and engineering related to water and sewer infrastructure improvements on Virginia Street from 10th Avenue to Virginia Canyon Road. The City's match would be a minimum of \$200,000, for a total project budget of \$400,000.

Motion to approve the City to submit a Congressionally Directed Spending request for \$2,000,000 for the primary goal to design, engineer, and construct a pedestrian bridge over Interstate 70 at Exit 240.

- b. Community Development Planner - Staff report submitted with no requests for action.
- c. Deputy City Clerk – Staff report submitted with no requests for action.

19. Police Department

- a. Staff Report with no requests for action

20. Public Works Department

- a. Staff Report with one request for action.

Motion to approve the Courtney-Ryley-Cooper Parks maintenance contract, for the 2025 season to Granite Property Services LLC., in the amount of \$23,119.05, from line item 10-60-5108.

21. Water Facilities Department

- a. Staff report with no requests for action

22. Committee Reports

23. City Clerk/Treasurer

24. Mayor/Council

25. Adjourn

In-person and remote meeting public attendance and participation instructions:

Participation

- To provide scheduled public comment, either in person or remotely, please fill out and return the Public Comment Form on the City's website. All requests must be submitted to the City Clerk (cityclerk@idahospringsco.com) by 12 p.m. (Noon) the Thursday before the scheduled meeting.
- To provide unscheduled public comment, please join the Zoom Meeting, identify yourself with your full first and last name, and use the "Raise Hand" feature to indicate your desire to speak.

General Guidelines

- Each public comment, whether scheduled or unscheduled, is limited to three (3) minutes.
- Council typically does not provide feedback during public comment sessions.
- If you would like to provide materials for Council to review along with your Comment, please sign up for Scheduled Public Comment and provide those materials to the City Clerk by the Thursday Deadline.

Miner Street Market Activation Plan 2025

Overview

The Business and Community Promotions Board (BCPB) is looking forward to the 2025 season of the Miner Street Market and is committed to improving the design, organization, and activation standards for participating businesses.

Key Improvements for 2025:

- All businesses wishing to activate outdoor spaces must submit a design plan for patio spaces to City staff for approval.
- **Permit & Activation Process:** I will be emailing the activation paperwork to all businesses along Miner. All forms must be submitted to City staff before May 1st.
- The BCPB recommends that the City continue waving the \$150 encroachment fee for businesses activating outdoor spaces until construction impacts are resolved.

Street Closure & Timeline

- Closure to traffic: Week of April 28th (weather dependent)
- Street cleaning: April 29th-30th
- Outdoor area setup: May 1st-8th
- 1st full weekend on Miner: May 9th
- Miner Street reopens to one-way traffic: November 3rd

2025 CODA Events on Miner Street

Event	Date	Budget
Fur-ling Fest (Full CODA Open Container Event)	June 7, 2025	\$7,500
4th of July Celebrations (Full CODA Open Container Event)	July 4, 2025	\$50,000
1400 Miner Block Party (Small Games & Music)	July 16, 2025	\$1,333.33
1500 Miner Block Party (Small Games & Music)	August 13, 2025	\$1,333.33
1600 Miner Block Party (Small Games & Music)	September 6, 2025	\$1,333.33
Fall Harvest Festival (Full CODA Open Container Event)	September 27, 2025	\$7,500

Only Fur-ling Fest, 4th of July, and the Fall Harvest Festival (Taste of Idaho Springs) will be full CODA open container events (blocks 17th -14th) while all other events will have CODA limited to the activated block.

Each Block Party event will feature **small games, music, and increased rentals/activities** such as blowup bull riding and other carnival-style games.

Additional Events & Activations

- Non-competitive vendor markets on Miner once per month (TBD)
- Clear Creek Clean-Up & County-Wide Day of Service (May 17th)
 - Sponsored dumpsters at the former Citywide Bank Lot
 - Rotary providing volunteers for staffing
 - River Clean-Up & Raft Kickoff (May 19th) CODA on 1400 Block
 - Raft companies involved & post-event Tommyknockers-sponsored block party
- Graduation Parade: Date TBD
- Flower deliveries: Last Wednesday or Thursday of May

- Fur-ling Fest (June 7th): Open container event through all of Miner
 - Fundraiser for Charlie's Place
 - Sponsored by Tommyknockers
 - Vendors & kids' activities
- Music on Miner: Each block organizes & hosts weekly live music starting June 4th
 - Schedule is TBD
- 4th of July (First full CODA open container event from 17th-14th)
 - No beer or food tents in the park
 - We will need to rent porta potties for this event- and have a more robust event plan to be submitted by May 1st
 - Additional parking & shuttle from Rec Center
 - Music & entertainment lineup in progress
- 9/11 Heroes Parade on Miner
- Spooky Season on the Market (Oct 1st):
 - Fall Decoration Contest: City-wide contest with an Idaho Springs Prize Pack
 - Contest hosted via Instagram & nomination forms available at local businesses
 - Pumpkin placement at Water Wheel (Oct 1st) by Public Works
- Halloween Parade & Trunk or Treat: October 31st
 - Magic show and Carlson Parade and Trunk or Treat

End-of-Season Breakdown

- Miner Street Breakdown: November 3rd-5th
- Miner Street Open to Traffic: November 7th

Next Steps & Considerations

- Permit approval process clarification with City staff for encroachment agreements
- Further discussion on design standards for activated spaces
- Coordination with businesses for seamless event planning & street activations

The BCPB looks forward to another successful year of Miner Street Market and continuing efforts to enhance community engagement, business activation, and downtown vibrancy.



TO: Idaho Springs City Council
FROM: Dylan Graves, Community Development Planner
SUBJECT: Comprehensive Plan Kick-Off Memo: Timeline, Process, Phases, etc.
MEETING DATE: March 24, 2025

The purpose of this memo is to propose that the City kicks off its 2025 Comprehensive Plan ("Plan") update this month so that we have a current Comprehensive Plan that focuses on the next 5-10 years of development and growth within the City. It provides some background on the purpose of the Plan; where we are now; and where we might be in 10-12 months. Additionally, I have a few requests for action about branding and outreach.

Background:

The current Plan was adopted in 2017. This replaced the 2008 Plan. The Plan was developed over an approximately 13-month period. This was an internal process, with the City Planner at the time – Alan Tiefenbach – taking on the brunt of the work, along with planning commissioners and other City staff. Similarly, I believe that we have the capacity to take on the Plan update today, rather than contracting it out to a consultant. I believe this for several reasons.

First, we have a solid existing Plan to work from. The Plan needs to be updated because many of the goals included in the existing Plan have been achieved or are no longer relevant. However, the existing framework does not need to be fully overhauled – rather, we simply need to update what is already here.

Additionally, Maria is with the City until mid-October, giving us additional capacity to put together the plan and get it near the finish line before she leaves the City. I would like to push for additional community outreach beyond what occurred in 2017, but I believe that we otherwise have a good framework. We currently have \$50,000 budgeted for the Plan, which I think would be best used to hire contractors as needed to perform small bits of work associated with the project (such as creating professional graphics/maps, helping with certain research items, etc.). There are a few potential grant sources to help with specific sections or targeted analysis (such as for the sustainable growth element).

There are a few places where new information will be necessary, such as:

1. Creation of a new section that summarizes the work that was done from 2017 to present with key takeaways and successes.
2. Integrate/build off standalone plans that have been conducted since 2017 – Downtown Master Plan, East End Action Plan, Historic Resources Survey Plan, etc.
3. There are two new sections that the State requires to be in Comprehensive Plans by December 1, 2026. These are a water supply element and a sustainable growth element.

Given the above, we propose the following general timeline for completion of Comprehensive Plan:



This is an approximately 10-12-month process, which I believe is reasonable based on my above explanation. I propose to break this process into four general phases, which will have some overlap.

I believe that we can get help for this project from some of the other boards and commissions. For example, the HPRC has stated that they are interested in helping with the Historic Element if City Council authorizes them to expand their scope of responsibilities to include the Comprehensive Plan. Similarly, the Business and Community Promotions Board – along with the Tourism Bureau and the business community at-large – would be quite valuable when putting together the tourism and economic development sections.

We want this to be a very collaborative process with significant public outreach so that this plan is really a community-driven effort. This outreach will involve a variety of tools to engage different demographics, different voices, and different opinions. We anticipate this to include surveys, roundtable forums on a variety of topics, community meetings with stakeholders and key leaders, and various stages where information gathered will be presented to the community for review and feedback.

PHASE 1:

Phase 1 will be designed to kick off the comprehensive planning process by auditing the existing Plan and collecting information from the Community. This will involve several community meetings – both general and specific to different elements – and surveys/questionnaires distributed to as many people as possible. Maria and I will begin putting together materials for community meetings and surveys. I would anticipate starting off with an initial community meeting near the end of April, with a small update to the community at the April 10 and April 17 community meetings that are already scheduled.

The initial community event will let the community know where we are at this point by presenting key facts from the current 2017 Plan. Things like the existing Land Use and Character Area Map, the existing zoning map, existing sites that were determined to be suitable for multifamily housing, and key takeaways about the various elements included in the plan and how we have or have not achieved the goals/objectives found in the Plan. This will be supplemented with a survey that will hopefully be sent to all property owners/business owners in the City, posted on the website, and distributed around the City. This will allow us to ask questions aimed at determining how the community generally feels about a wide variety of topics. From there, we will have a few focused community meetings for various elements (housing, environment/open space/recreation, economic development and tourism) to get specific responses.

A key part of this first phase is creating a branding strategy that gets people excited about the update and is clearly recognizable to maximum community input. Maria and I are working on this at the moment and several requests for feedback and direction are included at the end of this packet.

PHASE 2:

Once we have collected data from surveys, initial community meetings, and internal staff audits of the existing plan, we can synthesize the results and put them into a readable package that can be presented to PC, Council, and the Community at follow-up community meetings. We would then like to conduct roundtable forums over the summer. These would be on a variety of subjects – transportation, housing, open space and recreation, tourism and economic development, etc. These would be mediated to get attendees to answer key questions and provide feedback on important topics, similar to what the School District did for their Carlson Elementary community meeting in the fall. Building on branding, it could be fun to do some community engagement activities, such as a Comprehensive Plan

photo contest to “crowdsource” the look and feel of the final document. The winning photograph could be integrated into the front cover of the final plan.

This phase will require background research into things like affordable housing standards, demographic and economic information, transportation and parking data, etc., to help support the community’s responses to create a coherent, fact-based vision for the Plan moving forward. This is still an early phase where we have a lot of room for changes based on community and commission input.

PHASE 3:

After another round of community feedback in Phase 2, Phase 3 will begin the process of writing the draft Comprehensive Plan. At this stage, we have synthesized the Community’s vision and collated it with background research and data collection. This Phase will be used to take that information and start working on a draft of an updated Comprehensive Plan.

I would anticipate that Phase 2 and overlaps quite a bit with Phase 3 and moves into autumn, since both are about putting the ideas to paper and working towards a complete draft. As we move into autumn, we will hopefully be at a point where we have all the information we need, and it is a matter of writing a complete draft. This will also involve creating updated maps and graphics, which may require some contracted work depending on capacity/skill on my part.

We will have another community meeting during this Phase to present the draft and then have a draft on the website for approximately a month to solicit comments and feedback.

PHASE 4:

At this stage, we will work on finalizing the plan based on Phase 3 feedback. Once ready, we will take the final draft to the Planning Commission and City Council for review and hopeful approval.

This is anticipated to be some time near the end of 2025 but is almost certainly going to run into 2026. Maria will no longer be with the City by the time the Comprehensive Plan is approved but if we start soon, we can get to a place where she has been able to help through the first three phases where we have a draft written.

We have a couple of requests for direction:

1. Request for Direction: Does City Council have a preferred name from the list above that staff can use for branding going forward?

Speaking with the state Division of Local Affairs (DOLA), coming up with an eye-catching name for the process can help brand the effort. The 2017 plan was called “Envision Idaho Springs.” We have put forward a few names and are hoping to get feedback:

1. Elevate Idaho Springs: Idaho Springs Comprehensive Plan Update 2025
2. Unearthing Opportunity: Idaho Springs Comprehensive Plan Update 2025
3. Planning for Gold: Idaho Springs Comprehensive Plan Update 2025
4. Vision 2040: Idaho Springs Comprehensive Plan Update
5. Other – if City Council has other ideas

Continuing on the subject of branding, Maria has created a draft logo to accompany our branding effort. The intent is to build on our mining heritage to show that while we are thinking about the future, our vision also considers the past:



- 2. Request for Direction: Does Council support staff using the included branding logo and color scheme as part of this effort?**

More broadly, we want to make sure that City Council is on board with the plan moving forward.

- 3. Request for Direction: Is City Council comfortable with staff moving forward with this effort as described above, relying mostly on in-house staff?**
- 4. Request for Direction: Does Council have any other feedback or direction to provide about surveys, process, timeline, or anything else?**

General Community Feel/Demographic Information

1. What best describes your relationship with the City of Idaho Springs?

- ☐ I live here full time
- ☐ I live here part time
- ☐ I work here full time
- ☐ I work here part time
- ☐ I do not live or work here but I recreate and visit
- ☐ Other, please specify

2. What is your age?

- ☐ Under 18
- ☐ 18-24
- ☐ 25-34
- ☐ 35-44
- ☐ 45-54
- ☐ 55-64
- ☐ 65-74
- ☐ 75+

3. What is your household size (including yourself)?

- ☐ [Open-ended]

4. How long have you lived in the community?

- ☐ I don't live in the community
- ☐ Less than a year
- ☐ 1-3 years
- ☐ 3-5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ 20+ years

5. How would you describe the overall quality of life in our community?

- ☐ Excellent
- ☐ Good
- ☐ Average
- ☐ Fair
- ☐ Poor

6. What most frequently brings you to Idaho Springs? Select all that apply.

- a. I live here/work here
- b. Outdoor recreation (rafting, hiking, cycling, etc.)
- c. Shopping
- d. Running Errands/Appointments (doctor's appointments, Safeway, banking, etc.)
- e. Dining/Restaurants
- f. Visiting family
- g. Quick stop for gas/food on the way to your destination (skiing, vacation, etc.)
- h. Other, please specify

7. What are the 1-3 things you like best about Idaho Springs?

- [Open-ended]

8. What are the 1-3 things that you like least about Idaho Springs?

- [Open-ended]

9. What do you think are the 1-3 most important issues that need to be addressed/considered over the next 5-10 years?

- [Open-ended]

10. What do you like best about Idaho Springs? Choose all that apply:

- Natural beauty of the area
- Access to outdoor spaces
- Friendliness of people/sense of community
- Small town feel
- Proximity to groceries and daily shopping needs
- Access to local restaurants
- Access to Denver and Front Range
- Quality of public services (safety, sanitation, water)
- Location near family and friends
- Overall sense of safety and well-being
- Quality of neighborhoods
- Diversity/quantity of housing types
- Quality of housing
- Quality of schools
- Historic character
- Other, please specify

11. What three words best describe Idaho Springs? (up to 3)

- [Open-ended, space for three answers]

12. Do you want to be added to a mailing list for future updates/survey and meeting opportunities? If so, please provide your email below.

- [Open-ended]

Housing Element

13. What types of housing would you like to see more of in the future?

- Single-family homes
- Apartments/Condos
- Mixed-use developments
- Senior housing
- Affordable housing options
- Accessory Dwelling Units (ADUs) (small rental units on existing residential properties)

- No additional housing

14. What do you think are Idaho Springs' biggest housing challenges?

- High housing costs
- Lack of rental options
- Lack of homeownership opportunities
- Limited housing for seniors
- Limited workforce housing
- Lack of diverse housing types (apartments, townhomes, tiny homes, etc.)
- Other (please specify)

15. How do you feel about short-term rentals (Airbnb, VRBO) in Idaho Springs?

- I think there are too many
- I think there are not enough
- I think there are the right amount
- I'm not sure/I have no opinion

Transportation Element

16. What are the biggest transportation challenges you face in Idaho Springs? (Select up to 3)

- Traffic congestion
- Lack of pedestrian infrastructure (sidewalks, crosswalks)
- Limited public transit options
- Parking availability
- Road maintenance
- Safety concerns (e.g., speeding, poor lighting)
- Bicycle infrastructure
- Other (please specify)

Parks, Open Space, Trails, and Recreation Element

17. How satisfied are you with the current parks and recreation facilities in the community?

- Very satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very dissatisfied

18. Are there any recreational facilities you would like to see built?

- Dog park
- Additional hiking-specific trails
- Additional mountain bike trails
- Ice skating rink
- Outdoor basketball court
- Fitness stations / outdoor gym equipment

- Disc golf course / practice area
- Additional playground equipment
- Additional picnic space
- Other: please list

19. Have you used the Virginia Canyon Mountain Park trails since they opened?

- Yes, both hiking and biking trails.
- Yes, hiking trails only.
- Yes, biking trails only.
- No, but I plan to use them in the future.
- No, and I am not interested.

Economic Development and Tourism Element

20. What types of businesses would you like to see more of in our community?

- Retail (restaurants, grocery stores, shops, etc.)
- Technology/startups
- Arts and culture
- Medical services (urgent care, primary care, pharmacies, etc.)
- Trade services (auto shops, hardware stores, repair shops, etc.)
- Lodging services (hotels, motels, bed and breakfasts, etc.)
- Other: [please specify]

21. What do you think is the most important factor for improving the local economy?

- Attracting new businesses
- Supporting existing businesses
- Enhancing infrastructure
- Expanding tourism
- Workforce development
- None: I do not want additional economic development in Idaho Springs
- Other: please explain

22. What would help small/local businesses thrive in Idaho Springs?

- Open ended

23. Do you think Tourism positively or negatively impacts Idaho Springs?

- Very Positive
- Slightly Positive
- Neutral
- Slightly Negative
- Very Negative

Public Facilities and Services Element

24. How satisfied are you with the availability of community services (e.g., libraries, social services, health services, mental health services)?

- Very satisfied

- Satisfied
- Neutral
- Dissatisfied
- Very dissatisfied

25. What areas of public safety and community services (police, fire, emergency medical services, libraries, etc.) would you like to see improved?

- [Open-ended]

26. How satisfied are you with Idaho Springs' current infrastructure (roads, sidewalks, broadband/internet, water and sewer, etc.)

- Very satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very dissatisfied

27. What areas of infrastructure (roads, sidewalks, broadband/internet, water and sewer, etc.) would you like to see improved?

- [Open-ended]

Environment Element

28. What are the most pressing environmental issues facing Idaho Springs? (Select up to 3)

- Air quality
- Water quality and conservation
- Deforestation and habitat loss
- Waste management and recycling
- Climate change impacts (wildfires, drought, extreme weather)
- Overdevelopment and loss of open space
- Other (please specify)

29. Which water-related issues concern you the most? (Select all that apply)

- Drinking water quality
- Water availability during droughts
- River and stream pollution
- Impacts of tourism on water resources
- Other (please specify)

Historic Preservation Element

30. How important is historic preservation to you in shaping the future of Idaho Springs?

- Very important
- Somewhat important
- Neutral
- Not very important
- Not important at all

31. What aspects of Idaho Springs' history do you feel should be most protected and preserved? (Select up to 3)

- ☐ Historic buildings and architecture
- ☐ Mining history and heritage sites
- ☐ Native American and early settler history
- ☐ Historic downtown character
- ☐ Cultural traditions and events
- ☐ Other (please specify)

32. Do you think Idaho Springs is currently doing enough to preserve its historic character?

- ☐ Yes
- ☐ No
- ☐ Unsure

Growth Element

33. How do you feel about future growth in Idaho Springs?

- ☐ Growth is needed to improve services, jobs, and housing opportunities.
- ☐ Growth should be carefully managed to balance development with preserving our small-town feel.
- ☐ Growth should be **limited** to avoid overdevelopment.
- ☐ No opinion.

34. What type of growth do you think Idaho Springs should prioritize? (Select up to 3 options.)

- Residential housing development
- Affordable/workforce housing
- Commercial development (retail, restaurants, local businesses)
- Industrial development (manufacturing, logistics, etc.)
- Mixed-use developments (housing + commercial spaces)
- Tourism-related businesses/services
- Preservation of open space & limiting growth
- Other (please specify)

35. What concerns, if any, do you have about Idaho Springs' growth? (Select all that apply.)

- Traffic congestion
- Strain on water and natural resources
- Loss of small-town charm
- Housing affordability
- Environmental impact (wildlife, air/water quality)

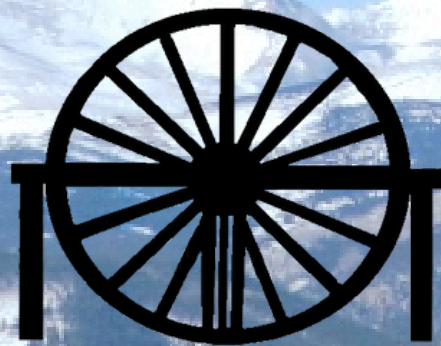
- Job availability/wages keeping up with cost of living
- No concerns
- Other (please specify)



Survey



Website



Community Meeting

Idaho Springs is updating its comprehensive plan! Please attend this community meeting to learn more about the project and provide input.



Date placeholder



Time placeholder



*Idaho Springs City Hall
1711 Miner Street*



**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
March 10, 2025**

The City Council of the City of Idaho Springs held a regular meeting on March 10, 2025, in the city council chambers. Mayor Harmon called the meeting to order at 7:01 p.m.

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

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Mayor Harmon advised council that he needed to amend the agenda with three items; 1. to postpone the Public Hearing on Ordinance #5, Series 2025 to the March 24th, 2025 regular meeting; 2. To add an agenda item after the approval of the minutes to swear in the new Idaho Springs Police Officer Michael Huckle; and 3. To add a letter of support item under Mayor and Council. Councilmember Manifold moved to approve the agenda as amended. Councilmember Mariani seconded the amended agenda, second followed by an all in favor voice vote.

CONFLICT OF INTEREST

Councilmember Pennell stated that he has a conflict with the Resolution #9 for IgadI and he would recuse himself from that vote. Mayor Harmon advised council that he has a conflict with the bill to be paid to Wester Skies as that involves him and that he would have two separate approvals for the bills, one without the Wester Skies bill, and one to approve the Western Skies bill, which he would recuse himself from that vote.

APPROVAL OF MINUTES

Mayor Pro Tem Jeremy Jones moved to approve the minutes of February 24th, 2025. Councilmember Pennell seconded. After second, Mayor Harmon mentioned that there was a mix-up in the minutes that called Congressman Neguse “Governor Neguse” and to correct that in the minutes. Deputy City Clerk Ms. Martell advised council she would make that change. Discussion followed by an all in favor vice vote.

APPROVAL OF BILLS

Mayor Harmon moved to approve the bills with exception of the bill to Western Skies to March 10th, 2025. Councilmember Mariani seconded. Second followed by an all in favor roll call vote.

Mayor Pro Tem Jeremy Jones moved to approve the bill to Western Skies, councilmember Pennell seconded, second followed by an all in favor roll call vote, with Mayor Harmon abstaining from the vote. Motion carries.

PUBLIC COMMENT

UNSCHEDULED PUBLIC COMMENT

MARIJUANA LICENSING AUTHORITY

Public Hearing Transfer of Ownership Application Involving Controlling Beneficial Owners for the retail marijuana cultivation facility license 403R00256 located at 2820 Colorado Blvd and retail marijuana store 402R00115 located at 2818 Colorado Blvd Idaho Springs, CO 80452. Resolution #10, Series 20205 A Resolution Approving Applications for a Change in Controlling Beneficial Ownership of IgadI, Ltd. As the Licenses of the Retail Marijuana Store and Cultivation Facility Located at 2818 and 2820 Colorado Blvd, respectfully. Mayor Harmon opened the public hearing at 7:13 pm. Mayor Harmon welcomed staff to present if necessary. Deputy City Clerk Wonder Martell advised the authority that she had worked with the cities legal team on this hearing, and that there was no report or presentation. Mayor Harmon asked staff if there was any public comment in the room or remotely, to which there was none. Mayor Harmon asked the applicant if he would like to present, and the Applicant David Michel stated only if the authority had questions. Mayor Harmon asked the authority if there were any questions or any discussion, to which the authority had none. Mayor Harmon closed the public hearing at 7:24 pm.

Mayor Pro Tem Jeremy Jones moved to approve Resolution #10, Series 20205 A Resolution Approving Applications for a Change in Controlling Beneficial Ownership of IgadI, Ltd. As the Licenses of the Retail Marijuana Store and Cultivation Facility Located at 2818 and 2820 Colorado Blvd, respectfully. Councilmember Mariani seconded, second followed by an all in favor roll call vote, with Councilmember Pennell abstaining from the vote. Motion carries.

FINANCE OFFICER

RESOLUTIONS

Councilmember Mariani moved to approve Resolution #11, Series 2025 A Resolution adopting a strategic plan for the City of Idaho Springs including vision, mission, values and goals. Councilmember Manifold seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Councilmember Manifold moved to approve Ordinance #8, Series 2025, an Ordinance Amending subsection 5-11(A) of the Idaho Springs Municipal Code concerning Variance Board Membership. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

ORDINANCE SECOND READING

Mayor Pro Tem Jeremy Jones moved to approve Ordinance #4, 2025 An Ordinance Annexing to the City of Idaho Springs a 1.99 Acre Parcel of City-Owned Land Within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the Sixth Principal Meridian, in Clear Creek County, known by Address as 839 Colorado Highway 103, as Residential Three (R-3). Councilmember Pennell seconded, second followed by an all in favor roll call vote

The public hearing for Ordinance #5, Series 2025 has been postponed to the March 24th, 2025 meeting.

CITY ATTORNEY

CITY ADMINISTRATOR

Staff report submitted with three requests for action.

1. Councilmember Mariani moved to approve a proposal from THK Associates, Inc. in the amount of \$70,700.00 for the Interim and Final Site Layout Plan for the improvements at Shelly-Quinn Park. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.
2. Mayor Pro Tem Jeremy Jones moved to approve a proposal from Randy Wheelock, dba RPW Management in the estimated amount of \$16,000.00 for project management and supervision related to the relocation of the stage at Shelly-Quinn Park. Councilmember Mariani seconded. Second followed by discussion. Councilmember Manifold asked if this is only for the stage relocation, nothing else? Mayor Harmon advised Councilmember Manifold that she was correct, it is only for the relocation of the stage. Discussion was followed by an all in favor roll call vote.
3. Councilmember Pennell moved to approve a proposal from Ground Engineering in the estimated amount of \$19,654.00 for materials testing services for the Highway 103 waterline project. Mayor Pro Tem Jeremy Jones seconded, second followed by an all in favor roll call vote.

City Administrator Andrew Marsh advised council that he had a recent meeting with Todd Leopold and that he has some tentative dates for this year's council retreat. Mr. Marsh advised council that the first choice is Friday April 18th, 2025, and it would be from around 9am to 3pm and the retreat is going to be held at Tommyknocker Brewery. Council could not find a date that worked for everyone, so Mr. Marsh advised council he would get more dates to bring back to council.

ADMINISTRATIVE DEPARTMENT

Assistant City Administrator - Staff report submitted with one request for action.

1. Councilmember Mariani moved to approve an agreement for services between the City of Idaho Springs and The Key People, LLC for the provision of City Janitorial Services with the total amount not to exceed \$6,165.00 annually. Councilmember Manifold seconded. Second was followed by discussion. Councilmember Pennell asked how many times a week does this cost this cover. Assistant City Administrator Guy Patterson advised council that this was for once a week services. Discussion was followed by an all in favor roll call vote.

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

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

POLICE DEPARTMENT

Staff report submitted with no requests for action.

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

I-70 Floyd Hill Project February Elected Officials Update.

Proclamation Steve Indrehus of Tommyknocker Brewery and Pub Celebrating its 30th Anniversary.

Letter of support DOLA County Housing local planning capacity grant. Mayor Harmon advised council that the letter of support is on the dais and if everyone was supportive of this letter. Council all agreed in this letter of support and expressed such by an all in favor voice vote.

ADJOURN

Mayor Harmon adjourned the meeting at 7:44 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Ace Equipment & Supply Co (6)								
211071								
211071	Invoice	Broom for Sweeper	03/11/2025	04/10/2025	1,110.00	Open	03/25	10-10-6193
Total 211071:					1,110.00			
Total Ace Equipment & Supply Co (6):					1,110.00			
Alsco - Denver Linen (13)								
3080366								
3080366	Invoice	Carpets	03/11/2025	03/21/2025	86.23	Open	03/25	10-30-5108
Total 3080366:					86.23			
Total Alsco - Denver Linen (13):					86.23			
AmeriGas (1478)								
3174871380								
3174871380	Invoice	Propane PW	03/06/2025	04/05/2025	2,556.91	Open	03/25	10-10-6001
3174871380	Invoice	Propane WWTP	03/06/2025	04/05/2025	852.30	Open	03/25	52-00-6001
Total 3174871380:					3,409.21			
3175202227								
3175202227	Invoice	Propane PW	03/15/2025	04/11/2025	1,454.97	Open	03/25	10-10-6001
Total 3175202227:					1,454.97			
Total AmeriGas (1478):					4,864.18			
BEARCOM (1596)								
5862116								
5862116	Invoice	repair broken connector	03/05/2025	04/04/2025	570.00	Open	03/25	10-30-5330
Total 5862116:					570.00			
Total BEARCOM (1596):					570.00			
Black Lab Digital Marketing (2190)								
3387								
3387	Invoice	Pay Per Click - Pond Hockey	03/14/2025	04/13/2025	75.00	Open	02/25	10-21-5108
Total 3387:					75.00			
Total Black Lab Digital Marketing (2190):					75.00			
Blackwell Oil (284)								
3052025								
3052025	Invoice	Fleet Fuel Streets	03/05/2025	03/14/2025	266.41	Open	02/25	10-10-6191
3052025	Invoice	Fuel - Parks	03/05/2025	03/14/2025	31.48	Open	02/25	10-60-6191
3052025	Invoice	Red Diesel - Parks	03/05/2025	03/14/2025	58.27	Open	02/25	10-60-6012
3052025	Invoice	Red Diesel - Streets	03/05/2025	03/14/2025	270.91	Open	02/25	10-10-6012
3052025	Invoice	Red Diesel - WW	03/05/2025	03/14/2025	14.59	Open	02/25	52-00-6012
Total 3052025:					641.66			
Total Blackwell Oil (284):					641.66			
Browns Hill Engineering & Cont (1416)								
29772								
29772	Invoice	monthly starlink service	02/03/2025	03/03/2025	287.00	Open	02/25	52-00-5335

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 29772:					287.00			
Total Browns Hill Engineering & Cont (1416):					287.00			
CAMCA (38)								
1915								
1915	Invoice	Membership Dues	03/01/2025	03/31/2025	50.00	Open	03/25	10-30-5304
Total 1915:					50.00			
Total CAMCA (38):					50.00			
Caselle Inc. (287)								
139325								
139325	Invoice	Contract Support - admin	03/01/2025	03/26/2025	385.75	Open	04/25	10-10-5108
139325	Invoice	Contract Support - pd	03/01/2025	03/26/2025	385.75	Open	04/25	10-30-5108
139325	Invoice	Contract Support - streets	03/01/2025	03/26/2025	385.75	Open	04/25	10-10-5108
139325	Invoice	Contract Support - waste water	03/01/2025	03/26/2025	192.87	Open	04/25	51-00-5108
139325	Invoice	Contract Support - water	03/01/2025	03/26/2025	192.88	Open	04/25	51-00-5108
Total 139325:					1,543.00			
Total Caselle Inc. (287):					1,543.00			
Certified Languages International (2112)								
334110022825								
334110022825	Invoice	Translator	02/28/2025	03/28/2025	47.85	Open	02/25	10-30-5108
Total 334110022825:					47.85			
Total Certified Languages International (2112):					47.85			
CIRSA (1511)								
100853								
100853	Invoice	excess cyber security - admin	01/26/2025	03/12/2025	1,559.77	Open	02/25	10-20-5301
100853	Invoice	excess cyber security - pd	01/26/2025	03/12/2025	1,559.77	Open	02/25	10-30-5301
100853	Invoice	excess cyber security - streets	01/26/2025	03/12/2025	1,559.77	Open	02/25	10-10-5301
100853	Invoice	excess cyber security - wastewater	01/26/2025	03/12/2025	779.88	Open	02/25	52-00-5301
100853	Invoice	excess cyber security - water	01/26/2025	03/12/2025	779.88	Open	02/25	51-00-5301
Total 100853:					6,239.07			
1000289								
1000289	Invoice	Workmen's Comp Coverage - Ad	04/01/2025	05/16/2025	319.95	Open	04/25	10-20-5300
1000289	Invoice	Workmen's Comp Coverage - Par	04/01/2025	05/16/2025	639.90	Open	04/25	10-60-5300
1000289	Invoice	Workmen's Comp Coverage - PD	04/01/2025	05/16/2025	6,079.35	Open	04/25	10-30-5300
1000289	Invoice	Workmen's Comp Coverage - Se	04/01/2025	05/16/2025	1,279.64	Open	04/25	52-00-5300
1000289	Invoice	Workmen's Comp Coverage - Stre	04/01/2025	05/16/2025	6,398.98	Open	04/25	10-10-5300
1000289	Invoice	Workmen's Comp Coverage - Wat	04/01/2025	05/16/2025	1,279.64	Open	04/25	51-00-5300
Total 1000289:					15,997.46			
1001379								
1001379	Invoice	Property/Casualty Coverage - Ad	04/01/2025	05/16/2025	22,407.61	Open	04/25	10-20-5301
1001379	Invoice	Property/Casualty Coverage - PD	04/01/2025	05/16/2025	83,486.64	Open	04/25	10-30-5301
1001379	Invoice	Property/Casualty Coverage - Se	04/01/2025	05/16/2025	11,203.80	Open	04/25	52-00-5301
1001379	Invoice	Property/Casualty Coverage - Str	04/01/2025	05/16/2025	22,657.60	Open	04/25	10-10-5301
1001379	Invoice	Property/Casualty Coverage - Wat	04/01/2025	05/16/2025	11,203.80	Open	04/25	51-00-5301
Total 1001379:					150,959.45			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total CIRSA (1511):					173,195.98			
Clear Creek County Road & Bridge (1278)								
03.04.25								
03.04.25	Invoice	Fleet fuel/Parks	03/04/2025	03/31/2025	305.59	Open	02/25	10-60-6191
03.04.25	Invoice	Fleet fuel/Police	03/04/2025	03/31/2025	1,900.20	Open	02/25	10-30-6191
03.04.25	Invoice	Fleet fuel/Streets	03/04/2025	03/31/2025	869.60	Open	02/25	10-10-6191
03.04.25	Invoice	Fleet fuel/WasteWater	03/04/2025	03/31/2025	140.74	Open	02/25	52-00-6191
03.04.25	Invoice	Fleet fuel/Water	03/04/2025	03/31/2025	140.74	Open	02/25	51-00-6191
Total 03.04.25:					3,356.87			
Total Clear Creek County Road & Bridge (1278):					3,356.87			
Clear Creek County Transfer Station (549)								
15039/15037/15038								
15039/15037/15038	Invoice	filter rubble	03/01/2025	03/31/2025	87.50	Open	02/25	51-00-5202
15039/15037/15038	Invoice	oil	03/01/2025	03/31/2025	60.00	Open	02/25	10-10-5202
15039/15037/15038	Invoice	Rubble	03/01/2025	03/31/2025	75.00	Open	02/25	51-00-5202
Total 15039/15037/15038:					222.50			
Total Clear Creek County Transfer Station (549):					222.50			
Clear Creek Supply (291)								
7434								
7434	Invoice	spacer and hardware	02/28/2025	03/28/2025	15.32	Open	02/25	10-60-6010
Total 7434:					15.32			
7563								
7563	Invoice	Drill bit	03/04/2025	04/03/2025	22.99	Open	03/25	10-60-6020
Total 7563:					22.99			
7587								
7587	Invoice	drill bit	03/05/2025	04/04/2025	5.99	Open	03/25	10-60-6200
Total 7587:					5.99			
7594								
7594	Invoice	hydraulic pump nut and bolt	03/05/2025	04/04/2025	4.52	Open	03/25	52-00-5204
Total 7594:					4.52			
7620								
7620	Invoice	gloves and fuse	03/06/2025	04/05/2025	30.98	Open	03/25	10-60-5208
Total 7620:					30.98			
7743								
7743	Invoice	saw blades	03/10/2025	04/09/2025	9.99	Open	03/25	10-60-6020
Total 7743:					9.99			
7825								
7825	Invoice	rake	03/12/2025	04/11/2025	16.99	Open	03/25	10-60-6020
Total 7825:					16.99			
Total Clear Creek Supply (291):					106.78			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Colorado Analytical Lab (945)								
250304129								
250304129	Invoice	E-coli Testing	03/05/2025	04/04/2025	24.30	Open	03/25	52-00-5201
Total 250304129:					24.30			
250304132								
250304132	Invoice	total coliform P/A compl	03/05/2025	04/04/2025	103.50	Open	03/25	51-00-5201
Total 250304132:					103.50			
250305010								
250305010	Invoice	total coliform P/A compl	03/06/2025	04/05/2025	20.70	Open	03/25	51-00-5201
Total 250305010:					20.70			
250304130								
250304130	Invoice	TSS/testing	03/07/2025	04/06/2025	14.40	Open	03/25	51-00-5201
Total 250304130:					14.40			
250304170								
250304170	Invoice	bod-5	03/11/2025	04/10/2025	66.60	Open	03/25	52-00-5201
Total 250304170:					66.60			
250304167								
250304167	Invoice	Water Testing	03/13/2025	04/12/2025	368.11	Open	03/25	52-00-5201
Total 250304167:					368.11			
Total Colorado Analytical Lab (945):					597.61			
Colorado Community Media (1981)								
131333								
131333	Invoice	Legal Publication	03/07/2025	04/06/2025	305.92	Open	03/25	10-20-5312
Total 131333:					305.92			
Total Colorado Community Media (1981):					305.92			
Comcast (1486)								
0194987-3052025								
0194987-3052025	Invoice	Pd internet	03/05/2025	03/30/2025	263.41	Open	03/25	10-30-5335
Total 0194987-3052025:					263.41			
Total Comcast (1486):					263.41			
Common Knowledge Technology, Inc (1549)								
65564/65738								
65564/65738	Invoice	Annual firewall support	02/20/2025	03/22/2025	420.00	Open	02/25	10-30-5108
65564/65738	Invoice	Annual firewall support	02/20/2025	03/22/2025	420.00	Open	02/25	10-20-5108
65564/65738	Invoice	Annual firewall support	02/20/2025	03/22/2025	420.00	Open	02/25	10-10-5108
Total 65564/65738:					1,260.00			
Total Common Knowledge Technology, Inc (1549):					1,260.00			
Direct Tint & Graphics (1992)								
16088								
16088	Invoice	2025 ford vinyl graphics	02/05/2025	03/07/2025	600.00	Open	02/25	21-00-6026

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 16088:					600.00			
Total Direct Tint & Graphics (1992):					600.00			
Dulaney Architecture (2122)								
3-2023-61								
3-2023-61	Invoice	Design Development New PD	03/04/2025	04/03/2025	30,272.00	Open	02/25	21-00-7045
Total 3-2023-61:					30,272.00			
Total Dulaney Architecture (2122):					30,272.00			
Ember Design (2177)								
96408-000083								
96408-000083	Invoice	Marketing Brand Strategy	03/01/2025	03/31/2025	3,500.00	Open	02/25	10-21-5108
Total 96408-000083:					3,500.00			
Total Ember Design (2177):					3,500.00			
FlowRide Concepts (2028)								
193								
193	Invoice	VCMP Trail COstruction	02/28/2025	03/28/2025	101,484.00	Open	02/25	21-00-6024
Total 193:					101,484.00			
Total FlowRide Concepts (2028):					101,484.00			
Foothills Auto & Truck Parts (1021)								
120343								
120343	Invoice	Bumper guard glue	03/15/2025	04/14/2025	13.57	Open	03/25	10-30-6193
120343	Invoice	washer fluid	03/15/2025	04/14/2025	58.08	Open	03/25	10-30-6193
Total 120343:					71.65			
Total Foothills Auto & Truck Parts (1021):					71.65			
Galls (527)								
030487831								
030487831	Invoice	emblams - huckle	02/17/2025	03/19/2025	67.92	Open	02/25	10-30-6030
Total 030487831:					67.92			
030487969								
030487969	Invoice	pant - huckle	02/17/2025	03/19/2025	61.66	Open	02/25	10-30-6030
Total 030487969:					61.66			
030521143								
030521143	Invoice	rotating sidebar scabbard - huckle	02/20/2025	03/22/2025	48.46	Open	02/25	10-30-6030
Total 030521143:					48.46			
030562538								
030562538	Invoice	case - huckle	02/25/2025	03/27/2025	42.39	Open	02/25	10-30-6030
Total 030562538:					42.39			
030586277								
030586277	Invoice	vest - huckle	02/26/2025	03/28/2025	1,055.99	Open	02/25	10-30-6030

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 030586277:					1,055.99			
030589341								
030589341	Invoice	holster - huckle	02/27/2025	03/29/2025	199.86	Open	02/25	10-30-6030
Total 030589341:					199.86			
Total Galls (527):					1,476.28			
Goodyear Auto Service Center (131)								
44094								
44094	Invoice	2019 ford pickup flat tire repair	03/05/2025	04/04/2025	24.99	Open	03/25	10-30-6100
Total 44094:					24.99			
Total Goodyear Auto Service Center (131):					24.99			
Hach Company (138)								
14394568								
14394568	Invoice	Service Contract	03/03/2025	04/02/2025	11,314.00	Open	03/25	51-00-5209
Total 14394568:					11,314.00			
Total Hach Company (138):					11,314.00			
HD Supply (1895)								
854861374								
854861374	Invoice	paper towels	03/12/2025	04/11/2025	910.60	Open	03/25	10-60-6010
854861374	Invoice	Toilet Paper	03/12/2025	04/11/2025	529.90	Open	03/25	10-60-6010
854861374	Invoice	Trash Bags	03/12/2025	04/11/2025	544.10	Open	03/25	10-60-6010
Total 854861374:					1,984.60			
Total HD Supply (1895):					1,984.60			
HDR Engineering, Inc (1605)								
1240026774								
1240026774	Invoice	Virginia Canyon/Virginia Street	03/06/2025	04/06/2025	40,381.25	Open	02/25	51-72-7320
Total 1240026774:					40,381.25			
1200704453								
1200704453	Invoice	Mobility Hub	03/10/2025	04/10/2025	9,150.00	Open	02/25	59-70-5108
Total 1200704453:					9,150.00			
1200704457								
1200704457	Invoice	Mobility Hub	03/10/2025	04/10/2025	36,963.50	Open	02/25	59-70-5108
Total 1200704457:					36,963.50			
Total HDR Engineering, Inc (1605):					86,494.75			
Historical Society of I S (149)								
Q1-2025								
Q1-2025	Invoice	Operating Expenses	03/01/2025	03/31/2025	15,000.00	Open	03/25	10-21-5030
Total Q1-2025:					15,000.00			
Total Historical Society of I S (149):					15,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Home Depot Credit Services (578)								
12582/4028150/152788/6027125								
12582/4028150/152788/60	Invoice	bear trash cans shop supplies	02/28/2025	03/31/2025	942.62	Open	02/25	10-60-6200
12582/4028150/152788/60	Invoice	parks supplies	02/28/2025	03/31/2025	12.58	Open	02/25	10-60-6010
12582/4028150/152788/60	Invoice	pw supplies	02/28/2025	03/31/2025	121.72	Open	02/25	10-10-6010
12582/4028150/152788/60	Invoice	storage sheds	02/28/2025	03/31/2025	299.98	Open	02/25	10-10-5208
Total 12582/4028150/152788/6027125:					1,376.90			
Total Home Depot Credit Services (578):					1,376.90			
HRS Water Consultants (851)								
30770								
30770	Invoice	Engineering Services	03/12/2025	04/12/2025	643.50	Open	02/25	52-00-5104
Total 30770:					643.50			
Total HRS Water Consultants (851):					643.50			
Hudick Excavating Inc (2189)								
2025-03-1								
2025-03-1	Invoice	Highway 103	02/28/2025	03/28/2025	21,470.13	Open	02/25	51-72-7320
Total 2025-03-1:					21,470.13			
Total Hudick Excavating Inc (2189):					21,470.13			
JVA Incorporated (1110)								
22267								
22267	Invoice	Highway 103 Waterline	02/28/2025	03/28/2025	7,864.04	Open	02/25	51-00-3890
Total 22267:					7,864.04			
22363								
22363	Invoice	montane park water storage repla	02/28/2025	03/28/2025	14,733.00	Open	02/25	51-72-7320
Total 22363:					14,733.00			
22369								
22369	Invoice	camping cup	02/28/2025	03/28/2025	836.00	Open	02/25	10-00-2401
Total 22369:					836.00			
22370								
22370	Invoice	CRC Park Replacement	02/28/2025	03/28/2025	118.80	Open	02/25	21-00-6023
Total 22370:					118.80			
22375								
22375	Invoice	PW Building	02/28/2025	03/28/2025	528.00	Open	02/25	21-00-7044
Total 22375:					528.00			
22376								
22376	Invoice	soda creek highlands	02/28/2025	03/28/2025	2,616.40	Open	02/25	10-00-2401
Total 22376:					2,616.40			
22377								
22377	Invoice	argo development	02/28/2025	03/28/2025	528.00	Open	02/25	10-00-2401
Total 22377:					528.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
22378								
22378	Invoice	Planning Meeting	02/28/2025	03/28/2025	173.91	Open	02/25	10-20-5105
Total 22378:					173.91			
Total JVA Incorporated (1110):					27,398.15			
Kowalewski, Matt (1068)								
023429								
023429	Invoice	Reimburse - Snow Plow Vehicle D	03/12/2025	04/12/2025	1,255.11	Open	02/25	10-10-5314
Total 023429:					1,255.11			
Total Kowalewski, Matt (1068):					1,255.11			
Kubota of Denver (2188)								
13126								
13126	Invoice	mirror kit	02/20/2025	03/20/2025	128.59	Open	02/25	10-60-6193
13126	Invoice	tire	02/20/2025	03/20/2025	492.84	Open	02/25	10-60-6193
Total 13126:					621.43			
Total Kubota of Denver (2188):					621.43			
Lifeloc Technologies (1072)								
412010								
412010	Invoice	mouthpieces	03/18/2025	04/17/2025	148.40	Open	03/25	10-30-6015
Total 412010:					148.40			
Total Lifeloc Technologies (1072):					148.40			
Motherlode Brewery (1686)								
MEDIA DAY								
MEDIA DAY	Invoice	lunch on media day	01/23/2025	02/23/2025	150.00	Open	02/25	10-21-5032
Total MEDIA DAY:					150.00			
Total Motherlode Brewery (1686):					150.00			
Peak Performance Imaging Solutions (409)								
71483								
71483	Invoice	City Hall Copier/Printer	03/14/2025	03/29/2025	259.69	Open	02/25	10-20-5309
Total 71483:					259.69			
Total Peak Performance Imaging Solutions (409):					259.69			
Pitney Bowes (1758)								
09861563-3092025								
09861563-3092025	Invoice	Postage	03/09/2025	04/06/2025	53.75	Open	02/25	10-20-5310
09861563-3092025	Invoice	Postage - W	03/09/2025	04/06/2025	80.62	Open	02/25	51-00-5310
09861563-3092025	Invoice	Postage - WW	03/09/2025	04/06/2025	80.62	Open	02/25	52-00-5310
Total 09861563-3092025:					214.99			
Total Pitney Bowes (1758):					214.99			
Raftelis (1740)								
38334								
38334	Invoice	Utility Billing Assesment	03/13/2025	04/13/2025	465.00	Open	02/25	51-00-5108
38334	Invoice	Utility Billing Assessment	03/13/2025	04/13/2025	465.00	Open	02/25	52-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 38334:					930.00			
Total Raftelis (1740):					930.00			
Ramey Environmental Compliance, INC (898)								
29195								
29195	Invoice	Grease trap inspections	02/28/2025	03/28/2025	1,309.00	Open	02/25	52-00-5000
29195	Invoice	Grease Trap Inspections/McDonal	02/28/2025	03/28/2025	77.00	Open	02/25	52-00-5000
Total 29195:					1,386.00			
Total Ramey Environmental Compliance, INC (898):					1,386.00			
Rocky Mountain Police Chaplins (1938)								
2025 - IDAHO SPRINGS PD								
2025 - IDAHO SPRINGS P	Invoice	membership	01/16/2025	03/16/2025	400.00	Open	03/25	10-30-5108
Total 2025 - IDAHO SPRINGS PD:					400.00			
Total Rocky Mountain Police Chaplins (1938):					400.00			
S&B Carwash (534)								
3								
3	Invoice	Car Wash	03/10/2025	04/09/2025	332.78	Open	02/25	10-30-6100
Total 3:					332.78			
Total S&B Carwash (534):					332.78			
SAFEbuilt, LLC Lockbox #88135 (1041)								
1421140								
1421140	Invoice	Building Permits	02/28/2025	03/30/2025	540.00	Open	02/25	10-22-5000
Total 1421140:					540.00			
Total SAFEbuilt, LLC Lockbox #88135 (1041):					540.00			
Staples Business Advantage (1219)								
7004428925								
7004428925	Invoice	office supplies	03/08/2025	04/07/2025	91.69	Open	03/25	10-30-6010
Total 7004428925:					91.69			
Total Staples Business Advantage (1219):					91.69			
THK Associates (1669)								
6305723								
6305723	Invoice	sports and recreation complex - p	03/01/2025	04/01/2025	3,362.50	Open	02/25	21-00-6032
Total 6305723:					3,362.50			
Total THK Associates (1669):					3,362.50			
Thrive 4 Corp. (2173)								
7686								
7686	Invoice	Marketing Services	03/01/2025	04/01/2025	1,000.00	Open	02/25	10-21-5108
Total 7686:					1,000.00			
Total Thrive 4 Corp. (2173):					1,000.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Treatment Technology (1078)								
193796								
193796	Invoice	Drum, Delivery and Cleaning Char	03/06/2025	04/05/2025	170.00	Open	03/25	51-00-6201
193796	Invoice	Sodium hypochlorite solution	03/06/2025	04/05/2025	1,918.40	Open	03/25	51-00-6201
Total 193796:					2,088.40			
Total Treatment Technology (1078):					2,088.40			
VISA (1827)								
ADMIN-3032025								
ADMIN-3032025	Invoice	cards - ed	03/03/2025	03/28/2025	29.97	Open	02/25	51-00-6010
ADMIN-3032025	Invoice	cards - paul	03/03/2025	03/28/2025	29.97	Open	02/25	10-10-6010
ADMIN-3032025	Invoice	cml legislation workshop	03/03/2025	03/28/2025	149.00	Open	02/25	10-20-5212
ADMIN-3032025	Invoice	parking	03/03/2025	03/28/2025	26.25	Open	02/25	10-20-5305
ADMIN-3032025	Invoice	parking	03/03/2025	03/28/2025	26.25	Open	02/25	10-20-5305
ADMIN-3032025	Invoice	parking	03/03/2025	03/28/2025	17.25	Open	02/25	10-20-5305
ADMIN-3032025	Invoice	postage	03/03/2025	03/28/2025	10.10	Open	02/25	10-20-5310
Total ADMIN-3032025:					288.79			
PD-3032025								
PD-3032025	Invoice	1 year i-stock	03/03/2025	03/28/2025	89.52	Open	02/25	10-30-5108
PD-3032025	Invoice	hotel for 2 officers FTO school	03/03/2025	03/28/2025	492.75	Open	02/25	10-30-5212
PD-3032025	Invoice	positive promotions swag	03/03/2025	03/28/2025	1,167.02	Open	02/25	10-30-5350
PD-3032025	Invoice	postage	03/03/2025	03/28/2025	6.10	Open	02/25	10-30-5310
PD-3032025	Invoice	postage	03/03/2025	03/28/2025	5.35	Open	02/25	10-30-5310
PD-3032025	Invoice	postage	03/03/2025	03/28/2025	11.72	Open	02/25	10-30-5310
PD-3032025	Invoice	postage	03/03/2025	03/28/2025	8.97	Open	02/25	10-30-5310
PD-3032025	Invoice	registration frost motivating worke	03/03/2025	03/28/2025	150.00	Open	02/25	10-30-5212
Total PD-3032025:					1,931.43			
PW-03032025								
PW-03032025	Invoice	amazon - ball valves	03/03/2025	03/25/2025	50.24	Open	02/25	10-10-6040
PW-03032025	Invoice	amazon - ink	03/03/2025	03/25/2025	120.78	Open	02/25	10-10-6010
PW-03032025	Invoice	amazon - metering valve	03/03/2025	03/25/2025	419.00	Open	02/25	10-60-5208
PW-03032025	Invoice	amazon - placards	03/03/2025	03/25/2025	12.95	Open	02/25	10-10-5208
PW-03032025	Invoice	amazon - sling straps	03/03/2025	03/25/2025	49.78	Open	02/25	51-15-6025
PW-03032025	Invoice	amazon - speed bumps	03/03/2025	03/25/2025	175.99	Open	02/25	10-10-6007
PW-03032025	Invoice	amazon - truck crane	03/03/2025	03/25/2025	349.99	Open	02/25	10-10-5208
PW-03032025	Invoice	amazon - water heater	03/03/2025	03/25/2025	410.36	Open	02/25	10-60-5208
PW-03032025	Invoice	blue sky - citizens park	03/03/2025	03/25/2025	132.18	Open	02/25	10-60-5207
PW-03032025	Invoice	blue sky 0 plan fee	03/03/2025	03/25/2025	199.00	Open	02/25	10-10-5304
PW-03032025	Invoice	mighty plumbing - missing	03/03/2025	03/25/2025	189.00	Open	02/25	10-10-5208
PW-03032025	Invoice	postage	03/03/2025	03/25/2025	13.20	Open	02/25	10-10-5310
PW-03032025	Invoice	pulsar	03/03/2025	03/25/2025	761.88	Open	02/25	10-10-5330
Total PW-03032025:					2,884.35			
WATER-3032025								
WATER-3032025	Invoice	boots - billy	03/03/2025	03/28/2025	95.67	Open	02/25	52-00-6022
WATER-3032025	Invoice	phone case	03/03/2025	03/28/2025	26.97	Open	02/25	51-00-5204
WATER-3032025	Invoice	thread repair kit	03/03/2025	03/28/2025	22.58	Open	02/25	52-00-5204
Total WATER-3032025:					145.22			
Total VISA (1827):					5,249.79			
Grand Totals:					509,725.72			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
---------	------	-------------	--------------	----------	------------	-------	--------	------------

Report GL Period Summary

GL Period	Amount
04/25	168,499.91
03/25	39,062.54
02/25	302,163.27
Grand Totals:	509,725.72

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0



City of Idaho Springs City Council

Meeting Date: Monday, March 24, 2025

City Hall
1711 Miner Street
Idaho Springs, CO 80452

MEETING STARTS AT 7:00 PM SHARP!

Agenda Request No. _____

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

Return to Wonder Martell, Deputy City Clerk, by 12:00 PM the Thursday prior to scheduled Regular Meeting (held the second and fourth Monday of every Month).

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

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

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

Summary of your comments or concerns:

Please install a 3-way stop at the intersection of Virginia Canyon Road and Virginia Street. The north side has increased greatly since the opening of the bike park, making a SB turn from Virginia Street extremely difficult. What staff member have you spoken to about this matter? Please summarize your discussion. Chuck Harmon thought it sounded like a reasonable request.

Requested By: Amy and Danny Tomlinson Organization: _____

Phone: (Home): 303-888-5429 (Work): _____

(Fax): _____ (Cell): _____

Mailing address: P.O. Box 567/38 Virginia Canyon E-Mail Address: ahtomlinson@me.com
Idaho Springs CO 80452

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

OFFICE USE ONLY:

Date Received: 03/19/2025

By: Wonder Martell

Information Complete: ☒ Yes ☐ No

Missing: N/A

CLERK'S ADMINISTRATIVE REPORT

DATE: March 24, 2025

TO: Idaho Springs Liquor Authority

FROM: Diane Breece, City Clerk

SUBJECT: Application for new Beer and Wine liquor license for Big B's Soup & Grilled Cheese, LLC dba Big B's Soup & Grilled Cheese located at 2448 Colorado Blvd, Idaho Springs, CO 80452

NOTICE OF PUBLIC HEARING AND POSTING

In accordance with C.R.S. § 44-3-311, the Notice of Public Hearing to be held by the Liquor Authority concerning the above-referenced application (the "Application") was published in the Clear Creek Courant on March 06, 2025 (Exhibit A), and was posted on the premises on March 14, 2025

RESULTS OF INVESTIGATION:

In accordance with C.R.S. §§ 44-3-312 and 44-3-313, City Staff has conducted an investigation of the statutory criteria for the issuance of a new liquor license of the class proposed by the application. The results of such investigation are as follows:

1. Neither this location nor any location within five hundred (500) feet has been denied an application for the same class of license within the past two years on the grounds that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by existing outlets.
2. The applicant is entitled to possession of the premises by virtue of a property lease.
3. The zoning of the premises is C-2, which permits the sale of alcohol beverages.
4. The requested Beer and Wine license type is not subject to the mandatory distance limitation from elementary schools under Idaho Springs Municipal Code section 9-35.
5. The premises is located more than five hundred (500) feet from any middle or secondary school or the principal campus of any college, university or seminary, in conformance with C.R.S. § 12-47-313(1)(d)
6. Fingerprints have been sent to CBI.

7. Liquor Establishments in the neighborhood are as follows: Hotel and Restaurant, 8; Brew Pub, 2; Beer and Wine, 2; Retail Liquor Stores, 2; FMB&W, 5; Club License, 1; Tavern, 4; Limited Winery, 1; Sales Room, 1; Vintners, 1.

8. A petition concerning the proposed premises has been submitted with 40 resident signatures. Of those, 26 were city residents and signed in favor of the new license; 0 signed against the new license. I have excluded 14 signatures from the petition as those entities did not live in the city limits of Idaho Springs.

9. All State and local application and license fees have been submitted.

10. The applicant has obtained a City business license.

SUGGESTED MOTION:

Staff recommends that the application be approved and suggests the following motion

"I move to approve the application for a new Beer and Wine Liquor License for Big B's Soup & Grilled Cheese, LLC dba Big B's Soup & Grilled Cheese for the premises located at 2448 Colorado Blvd, Idaho Springs, Colorado, for the following reasons:

- 1) All applications and fees required by statute have been filed and paid.
- 2) The publication of the notice of hearing and the posting of the premises were accomplished according to statutory requirements.
- 3) The applicant is entitled to occupancy of the premises by virtue of a Property Lease.
- 4) The premises is located in a zone district that permits the sale of alcohol beverages.
- 5) The corporate applicant's officers, directors and stockholders have been investigated by the Idaho Springs Police Department and CBI.
- 6) Neither this location nor any location within 500 feet has been denied an application for the same class of license within the past two years on the grounds that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by existing outlets.
- 7) A public hearing has been held and the Authority has considered the reasonable requirements of the neighborhood; the desires of the adult inhabitants as evidenced by the record; the number, type and availability of alcohol beverage outlet located in or near the neighborhood under consideration; and all other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

DENIAL

The Authority must deny the application if it finds that any of the above requirements have not been met.

Notice of Public Hearing
Idaho Springs Liquor Licensing Authority

Pursuant to the liquor laws of Colorado, the Idaho Springs Liquor Licensing Authority will hold a public hearing on March 24, 2025 to consider an application for a Beer and Wine liquor license for Big B's Soup & Grilled Cheese, LLC dba Big B's Soup & Grilled Cheese located at 2448 Colorado Blvd., Idaho Springs, CO. The public hearing will be held in City Hall, 1711 Miner St., at 7:00 p.m. Date of application: 02-21-2025 Officers: Brian Ormerod, Owner. The application is available for inspection during normal business hours in the office of the City Clerk. Interested persons may appear at the hearing and voice their opinion in favor of or in opposition to the applications.

/s/Diane Breece
City Clerk

Uploaded to Movelt on	Date 12/18/2024
--------------------------	--------------------

Page 39 of 177

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☒ A. Applicant/Licensee identified ☐ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	☒ A. No larger than 8½" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	☒ A. Copy of articles of organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$30.00 fee ☐ B. If owner is managing, no fee required

Name BIG B'S SOUP & GRILLED CHEESE	Type of License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐ b. Are you a Colorado resident? ☐ ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord Ryan Turner	Tenant Brian Ormerod	Expires 2026
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name	First Name	Date of Birth
FEIN or SSN	Interest/Percentage	
Last Name	First Name	Date of Birth
FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☐ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐ Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name BIG B'S SOUP & GRILLED CHEESE LLC	Type of License BEER/WINE	Account Number
--	-------------------------------------	----------------

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒ **If "yes" a copy of license must be attached.**

20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐

c. How long has the club been incorporated? ☐ ☐

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: ☐ ☐

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

22. Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the applicant an institution of higher education? ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
----------------------	-----------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No ☐ ☐

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

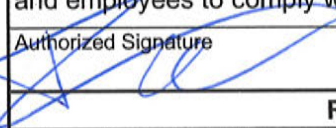
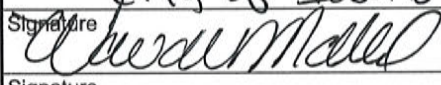
26. Tax Information. Yes No ☐ ☒

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned

Name BIG B'S SOUP & GRILLED CHEESE	Type of License BEER/WINE	Account Number
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title BRIAN ORMEROD	Date 12/21/24
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority 02/21/2025	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) March 24th, 2025	
For Transfer Applications Only - Is the license being transferred valid?		Yes No ☐ ☒
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		Yes No ☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes No ☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for City of Idaho Springs	Telephone Number (303) 567-4421	☒ Town, City ☐ County
Signature 	Print Wonder Martell	Title Deputy City Clerk
Signature	Print	Date 02/24/2025

Tax Check Authorization, Waiver, and Request to Release Information

I, Brian Ormerod

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Big B's Soup + Grilled Cheese

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Brian Ormerod

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

720-339-3332

Street Address

2448 Colorado Blvd

City

Idaho Springs

State

CO

ZIP Code

80452

Printed name of person signing on behalf of the Applicant/Licensee

Brian Ormerod

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

2/21/25

Privacy Act Statement

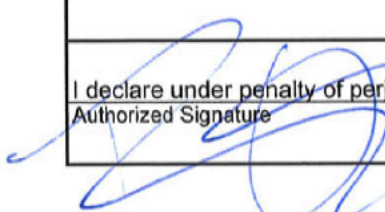
Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business BIG B'S SOUP & GRILLED CHEESE		Home Phone Number	Cellular Number 720-339-3232	
2. Your Full Name (last, first, middle) BRIAN ORMEROD		3. List any other names you have used		
4. Mailing address (if different from residence) PO BOX 753, IDAHO SPRINGS CO 80452		Email Address BRIANORMEROD@YAHOO.COM		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current [REDACTED]		IDAHO SPRINGS CO 80452		04/08/15
Previous				02/19/25
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
BIG B'S SOUP & GRILLED CHEES	2448 COLORADO BLVD, IDAHO SPRIN	OWNER	03/01/19	02/18/02
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)				☐ Yes ☒ No																										
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)				☐ Yes ☒ No																										
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)				☐ Yes ☒ No																										
Personal and Financial Information																														
Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.																														
13a. Date of Birth	b. Social Security Number	c. Place of Birth		d. U.S. Citizen ☒ Yes ☐ No																										
		california WYOMING																												
e. If Naturalized, state where		f. When	g. Name of District Court																											
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number																									
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.																									
6'4	240	BROWN	HAZEL	MALE	☒ Yes ☐ No [redacted] State CO																									
14. Financial Information.																														
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____																														
b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ <u>10,000</u>																														
* If corporate investment only please skip to and complete section (d)																														
** Section b should reflect the total of sections c and e																														
c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type: Cash, Services or Equipment</th> <th>Account Type</th> <th>Bank Name</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>						Type: Cash, Services or Equipment	Account Type	Bank Name	Amount																					
Type: Cash, Services or Equipment	Account Type	Bank Name	Amount																											
d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type: Cash, Services or Equipment</th> <th>Loans</th> <th>Account Type</th> <th>Bank Name</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>						Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount																				
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount																										
e. Loan Information (Attach copies of all notes or loans)																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Name of Lender</th> <th>Address</th> <th>Term</th> <th>Security</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>						Name of Lender	Address	Term	Security	Amount																				
Name of Lender	Address	Term	Security	Amount																										
Oath of Applicant																														
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.																														
Authorized Signature		Print Signature		Title	Date																									
		BRIAN ORMEROS		OWNER	02/19/02																									

Control Plan for Big B's Soup & Grilled Cheese Liquor License

Step 1: Before the liquor license is in place. All staff and management will attend a TIPS class and must pass the test to allow employment to continue. This will educate the staff and management on spotting fraudulent IDs and procedures on reporting fraudulent IDs to the proper law enforcement. The TIPS certification will ensure that all staff are trained to require ID for everyone who orders beer or wine at Big B's Soup & Grilled Cheese, regardless of age. As state law requires every person to have an ID on their person.

Step 1B: Signage for beer & wine service. Signs 15x15 inches will be posted on the double glass entrance/ exit door stating NO ACHOLOL PAST THIS POINT, preventing guest leave with drinks. A 15x15 inches sign will be posted at the entrance of the bathroom hallway and posted on the bathroom doors. Security camaras are positioned at both locations. A sign will be posted at the order station stating that all guests will be ask for proper identification.

Step 2: Storage of beer & wines. All back up beer & wine in bottles or cans and kegs will be locked in a cooler in the back storage room, with only 1 access into the area. Only TIPS certified managers will have access to the keys. There are security camaras on this area. See diagram of location of storage for the secure storage of all beers and wine.

Step 3: Storage of beers & wines for service. All beer & wine storage for service will be behind the barrier of the soda cooler and order station, providing as a 2-foot diameter wall, this cooler will be always locked and when a beer or wine is served, the TIPS certified server will unlock the cooler. This will be stored in an employee-only area and customers will not have access to this area. Signs are present to notify guests that this is in an employee only area. Security camaras are in place on this cooler.

proper ID and alcoholic drinks are not being misplaced. The guest must come back to the order station to purchase another drink. This will ensure that the guest is not showing signs of over intoxication or minors being allowed to purchase beer or wine.

Big B's Soup and Grilled Cheese will always ensure all proper storage of beer and wine in locked storage coolers and not in public view or access to guests. All staff, present and future will be TIPS certified and trained in liquor laws and regulations to ensure all laws are withheld. Multiple measures are in place to ensure safe and legal consumption of beer and wine by guests. Along with preventing any theft or underage consumption. All tables are in view of the order station and having a server controlling all diner areas. With proper signage ensuring all beers & wines beverages be contained into the dining room.

Step 4: Service of beer & wine. Guests will come up to the order station, place order for food and drink, guests will be asked for identification of proof of age, TIPS certified server will check ID. If out of state license is shown, the ID will be compared to the 2025 Drivers License Book for the US & Canada. Signs will be posted that all guests ordering beer or wine will have to show identification regardless of age. Only state issued drivers licenses, passports or state issued ID cards will be accepted. All staff hired will be trained by TIPS to identify false IDs. Born before signage will be posted on the cooler to ensure proper date identification.

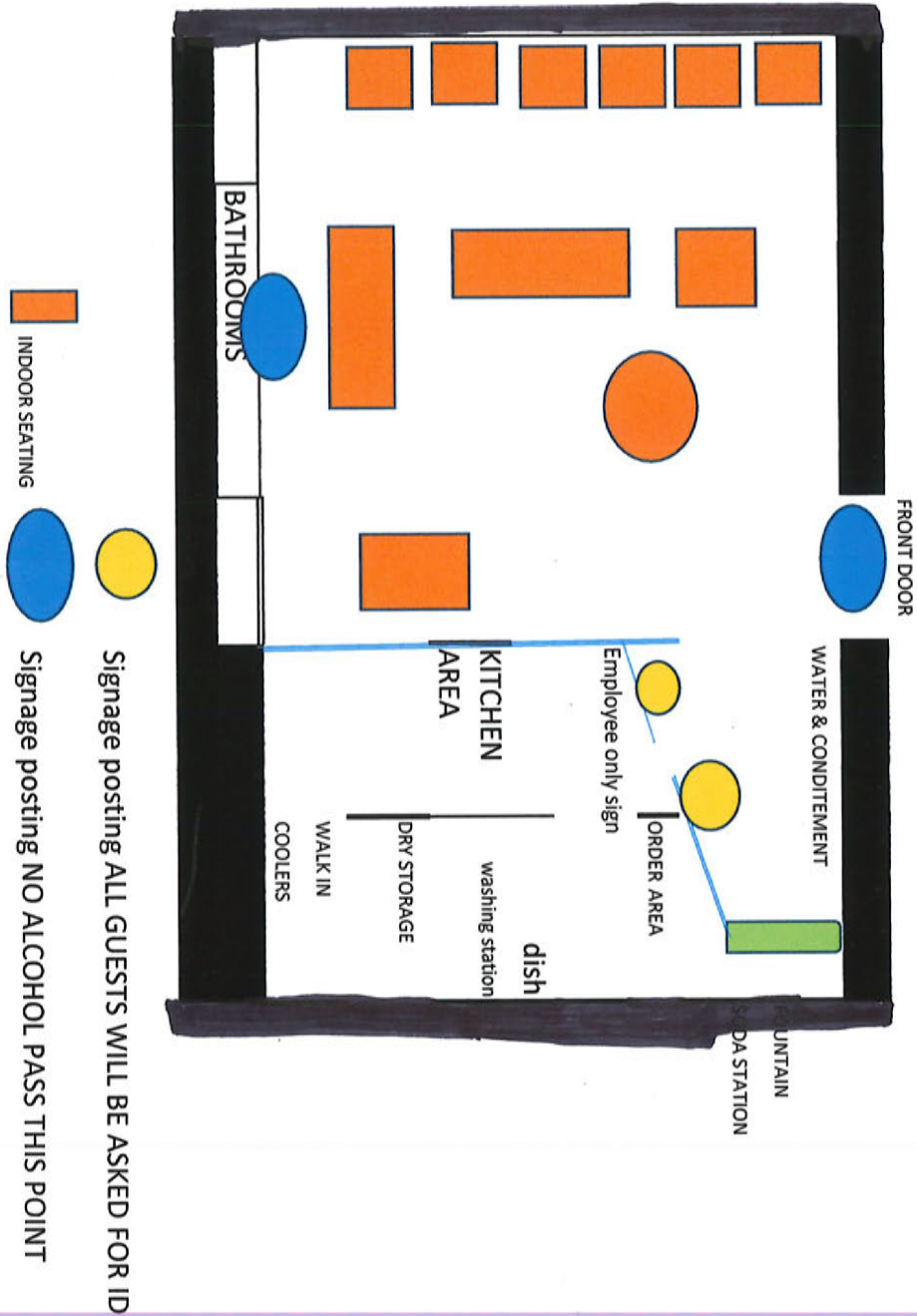
Step 4B: Ordering & Service Control of Beer & Wine: All guests will come in the front door, review menu and order food and or beer and wine at the cashier station, located on diagram, once the order is placed guest will pick a table with a number identifier, the server will unlock the beer & wine cooler and bring out all beer & wine to the table, ensuring proper liquor laws. All tables are always in view of the cashier station. Only one server works per shift and works on all tables, delivering food and drinks or is at the host stand for the whole shift. With constant surveillance of the dining area. Along with a manager making rounds of the dining room and pre bussing. All dining tables are under security cameras as well. All beer & wine will be served in the front dining room only a 20 x 20 square foot

Signage: posted at the front door stating No Alcohol Past this point and sign at the bathroom entrance stating No Alcohol Past this point. There is one entrance to the building.

Step 5: Rules & Engagement while serving beer & wine. Staff will be trained in seeing signs in intoxicated guests, who come into the establishment intoxicated and any situation that might require law enforcement. Prominent signs will be posted on the only entrance door stating that NO ALCOHOL past this point will be posted. The staff will be competent in spotting any sign of intoxication and guests will not be served any alcohol. The staff will also be trained in liquor consumption and effects on the body to ensure the staff does not overserve any guests of Big B's Soup & Grilled Cheese.

Step 6: Enforcing rules & regulations. Security cameras are in place on all sitting areas in the dining room ensuring that all beers & wines served to guests with

BIG B'S GRILLED CHEESE & SOUP INSIDE LAYOUT



Brian Ormerod is the owner & only manager for Big B's Soup & Grilled Cheese

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Big B's Soup and Grilled Cheese, LLC

is a

Limited Liability Company

formed or registered on 08/28/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181682756 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/18/2025 that have been posted, and by documents delivered to this office electronically through 02/19/2025 @ 12:24:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2025 @ 12:24:32 in accordance with applicable law. This certificate is assigned Confirmation Number 17013428 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

To Whom It May Concern:

This letter is in regard to Big B's Soup & Grilled Cheese applying for a beer and wine liquor license at 2448 Colorado Blvd, Unit B, Idaho Springs CO 80452. I am the owner of the property, and I do support the application for a liquor license at the premises. I support the restaurant continuing to grow and be able to sell beer & wine at the premises.

Sincerely,

Ryan Turner

A handwritten signature in black ink, appearing to be 'Ryan Turner', written over a faint, circular stamp or watermark.



Summary

For this Record...

[Filing history and documents](#)
[Get a certificate of good standing](#)
[File a form](#)

[Subscribe to email notification](#)
[Unsubscribe from email notification](#)
[Subscribe to text notification](#)
[Unsubscribe from text notification](#)

[Business Home](#)

[Business Information](#)

[Business Search](#)

[FAQs, Glossary and Information](#)

Details			
Name	Big B's Soup and Grilled Cheese, LLC		
Status	Good Standing	Formation date	08/28/2018
ID number	20181682756	Form	Limited Liability Company
Periodic report month	August	Jurisdiction	Colorado
Principal office street address	2448 Colorado Blvd, Idaho Springs, CO 80452, US		
Principal office mailing address	PO Box 753, Idaho Springs, CO 80452, US		

Registered Agent	
Name	BRIAN G ORMEROD
Street address	2448 Colorado Blvd, Idaho Springs, CO 80452, US
Mailing address	PO Box 753, Idaho Springs, CO 80452, US

[Filing history and documents](#)

[Get a certificate of good standing](#)

[Get certified copies of documents](#)

[File a form](#)

[Set up secure business filing](#)

[Subscribe to email notification](#)

[Unsubscribe from email notification](#)

[Subscribe to text notification](#)

[Unsubscribe from text notification](#)

[Back](#)

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on December 20, 2024 is between:

The **Lessor** is a business entity known as Chromie Enterprises with a mailing address of 2448 Colorado Blvd., PO BOX 633, Idaho Springs, Colorado, 80452 hereinafter referred to as the "Lessor".

The **Lessee** is a business entity known as Big Bs Soup and Grilled Cheese with a mailing address of 2448 Colorado Blvd., PO BOX 753, Idaho Springs, Colorado, 80452 hereinafter referred to as the "Lessee".

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 1000 square feet (SF) of retail space located at 2448 Colorado Blvd. , Idaho Springs, Colorado, 80452. Please view the attached Floor Plan.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for purposes of an eat-in/take-out/delivery restaurant selling sandwiches, salads, soups, beverages, pizza, pasta, frozen desserts and other products sold in restaurants, including retail sales and other ancillary purposes associated therewith. Tenant shall also be allowed to serve samples in the common areas adjacent to the Premises. Tenant shall be permitted to operate, or allow another concessionaire or licensee to operate, a co-brand food and beverage operation in or from the Premises in conjunction with Tenant's operation. Tenant shall not be permitted to use an outdoor eating area without consent from Lessor. There is not currently a defined outdoor eating area available. Any outdoor improvements, including any proposed outdoor eating area must be approved by Lessor. Any and all costs associated with proposed improvements and resulting maintenance/upkeep are the responsibility of the Tenant.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on December 20, 2024 and expire at Midnight on December 19, 2025. This lease agreement supersedes any previous lease agreements between Lessor and Lessee.

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1,500.00 per month for the Term of this Lease Agreement hereinafter referred to as the "Rent".

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than

Rent shall be paid by either sending in the Mail or hand-delivering to General Manager of Clear Creek Supply.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$30 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of 5% of the monthly rent amount per occurrence if payment is not made after the 3rd day after it is due.

OPTION TO RENEW. There is no option to renew this lease past stated expiration date of December 19, 2025. Lessor will notify Lessee immediately if a renew option becomes available.

EXPENSES. In accordance with Lease the responsibility of the expenses shall be attributed to the following:

RENT PRE-PAYMENT. Not Applicable

SECURITY DEPOSIT. A security deposit in the amount of \$1,500.00 has been collected as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$1,500.00 returned within 30 days.

FURNISHINGS. The Lessor will not be provided with any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a

mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days before lease termination.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises exclusive of any such equipment or part thereof which may exclusively serve the Leased Premises, in which case the Lessee shall be responsible for such maintenance. Lessee shall reimburse the Lessor, as Additional Rent, for Lessee's Percentage of the amount by which the cost of such maintenance and inspection.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord and Tenant (and, if requested by Landlord, Landlord's lender and property manager) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the

expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith". Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Colorado. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue

interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement shall immediately forfeit any Security Deposit that was placed at the commencement of this Lease. In addition, the Lessor will begin eviction proceedings in accordance with local laws followed by seeking damages along with any accrued attorney's fees.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

NOTICES. Notices shall be addressed to the following:

Lessor

Chromie Enterprises
2448 Colorado Blvd., PO BOX 633, Idaho Springs, Colorado, 80452

Lessee

Big Bs Soup and Grilled Cheese
2448 Colorado Blvd., PO BOX TBD, Idaho Springs, Colorado, 80452

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by Brian Omerod, referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature

Date

Ryan Turner, President

LESSEE SIGNATURE

Signature

Date

Brian Omerod, Owner

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

BIG B'S SOUP & GRILLED CHEESE, LLC

FORMED IN THE STATE OF COLORADO

This Agreement, entered into on 02/28/2018 (mm/dd/yyyy), is a:

(Check One)

☒ - **SINGLE-MEMBER** LLC OPERATING AGREEMENT, entered into by and between BIG B'S SOUP & GRILLED CHEESE, LLC, a COLORADO (State) LLC (the "Company") and BRIAN ORMEROD, of PO BOX 753, IDAHO SPRINGS CO 80452 (Address), hereinafter known as the "Member".

----- OR -----

☐ - **MULTI-MEMBER** LLC OPERATING AGREEMENT, entered into by and between _____, of _____ (Address),
_____, of _____ (Address),
_____, of _____ (Address),
_____, of _____ (Address),
hereinafter known as the "Members".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of COLORADO and set forth the terms herein of the Company's operation and the relationship between Member(s).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the Company shall be BIG B'S SOUP & GRILLED CHEESE, LLC. The principal place of business of the Company shall be at PO BOX 753, City of IDAHO SPRINGS, in the State of COLORADO or at such other place of business as the Member(s) shall determine.

2. FORMATION

The Company was formed on 08/28/2018 (mm/dd/yyyy), when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of COLORADO (the "Statutes").

3. PURPOSE

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

4. REGISTERED OFFICE AND RESIDENT AGENT

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. TERM

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. MEMBER CAPITAL CONTRIBUTIONS

(CHECK ONE)

☒ - SINGLE MEMBER LLC: The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

----- OR -----

☐ - MULTI-MEMBER LLC: Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. BOOKS, RECORDS AND TAX RETURNS

(CHECK ONE)

☐ - SINGLE-MEMBER: The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and

records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

----- OR -----

☐ - MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

9. BANK ACCOUNTS

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

10. MANAGEMENT OF THE COMPANY

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of COLORADO.

(CHECK ONE)

☐ - SINGLE-MEMBER: BRIAN ORMEROD, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

----- OR -----

☐ - MULTI-MEMBER: Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$_____; lend any Company funds or other assets to any person in an amount or with a value in excess of \$_____; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$_____; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$_____, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Meetings Of Members

The annual meeting of the Members shall be held on _____, (day/month/time) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any _____ Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

(CHECK ONE)

☐ - SINGLE-MEMBER: Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to

that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

-----OR-----

☐ - MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting

the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

11. DISSOLUTION AND LIQUIDATION

(CHECK ONE)

☒ - SINGLE-MEMBER: The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

----- **OR** -----

☐ - MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

12. REPRESENTATIONS OF MEMBERS

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

13. CERTIFICATES EVIDENCING MEMBERSHIP

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of BIG B'S SOUP & GRILLED CHEESE, LLC, dated effective as of _____ (mm/dd/yyyy), as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

14. NOTICES

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

15. ARBITRATION

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

16. AMENDMENTS

(CHECK IF APPLICABLE)

☐ - MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject

shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

17. INDEMNIFICATION

☐ - SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

18. MISCELLANEOUS

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of COLORADO. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement this 08/28/2018 (mm/dd/yyyy).

BIG B'S SOUP & GRILLED CHEESE, LLC

By: BRIAN ORMEROD



Member Signature

Member Signature

Member Signature

Member Signature



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 08/28/2018 10:20 AM
ID Number: 20181682756
Document number: 20181682756
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Big B's Soup and Grilled Cheese, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "Llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

2448 Colorado Blvd

(Street number and name)

Idaho Springs

(City)

CO

(State)

80452

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

PO Box 753

(Street number and name or Post Office Box information)

Idaho Springs

(City)

CO

(State)

80452

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Ormerod

(Last)

Brian

(First)

G

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

2448 Colorado Blvd

(Street number and name)

Idaho Springs

(City)

CO

(State)

80452

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 753

(Street number and name or Post Office Box information)

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Ormerod	Brian	G	
(Last)	(First)	(Middle)	(Suffix)
2448 Colorado Blvd			
(Street number and name or Post Office Box information)			
PO Box 753			
(Street number and name or Post Office Box information)			
Idaho Springs	CO	80452	
(City)	(State)	(ZIP/Postal Code)	
United States			
(Province – if applicable)		(Country)	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Receipt No: 11.004338

Feb 21, 2025

Big B's Soup & Grilled Cheese

Previous Balance:	.00
General - Liquor License Application fee new license	1,048.75
Total:	1,048.75
Check - Money Market Check No: 00230718	1,048.75
Total Applied:	1,048.75
Change Tendered:	.00

02/21/2025 4:42 PM

WARNING-THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Big B's Soup & Grilled Cheese
PO Box 753
Idaho Springs CO 80452

EVERGREEN NATIONAL BANK

Check #: 00230701

DATE Nov 21, 2024

PAY TO THE
ORDER OF CDR

\$ 1,451.25

One Thousand Four Hundred Fifty One and 25/100
CDR

DOLLARS

Void After 90 Days

MEMO

liquor license application

AUTHORIZED SIGNATURE



SECURITY FEATURES LISTED ON BACK

CITY OF IDAHO SPRINGS
COMBINED CASH INVESTMENT
FEBRUARY 28, 2025

COMBINED CASH ACCOUNTS

01-00-1110	OPERATING CHECKING -0056	222,159.42
01-00-1111	MONEY MARKET -3504	1,605,997.77
01-00-1112	XPRESS DEPOSIT ACCOUNT	87,586.40
01-00-1113	PETTY CASH CHECKING ACCOUNT	25,181.89
01-00-1115	EVERGREEN NAT'L-- PR CKG -2114	7,741.56
01-00-1117	COLOTRUST--GENERAL -8001	547,187.94
01-00-1118	COLOTRUST--RAMP FUND -8002	230,086.57
01-00-1119	CSAFE--GENERAL -97-01	3,237,332.98
01-00-1175	CASH CLEARING - UTILITIES	(236.64)
01-00-1176	CASH CLEARING - COURT	3,840.00
01-00-1178	CASH CLEARING - ACCTS REC.	(166.67)

TOTAL COMBINED CASH	5,966,711.22
---------------------	--------------

01-00-1000	COMBINED CASH FUND	(5,966,711.22)
------------	--------------------	-----------------

TOTAL UNALLOCATED CASH	.00
------------------------	-----

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	693,147.86
15	ALLOCATION TO HANSEN'S CEMETERY TRUST FUND	10,172.39
20	ALLOCATION TO RAMP FUND (COLORADO BLVD)	680,354.24
21	ALLOCATION TO IMPROVEMENT FUND	537,590.53
22	ALLOCATION TO CONSERVATION TRUST FD LOTTERY	124,518.85
23	ALLOCATION TO 1% STREET SALES TAX	1,247,153.89
51	ALLOCATION TO WATER FUND	876,399.29
52	ALLOCATION TO WASTEWATER FUND	747,616.77
59	ALLOCATION TO PARKING ENTERPRISE FUND	1,049,757.40

TOTAL ALLOCATIONS TO OTHER FUNDS	5,966,711.22
----------------------------------	--------------

ALLOCATION FROM COMBINED CASH FUND - 01-00-1000	(5,966,711.22)
---	-----------------

ZERO PROOF IF ALLOCATIONS BALANCE	.00
-----------------------------------	-----

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

GENERAL FUND

ASSETS

10-00-1000	CASH - COMBINED FUND	693,147.86	
10-00-1120	CASH W/COUNTY TREASURER	81,354.01	
10-00-1150	A/R--BILLED ACCOUNTS	(241.90)	
10-00-1165	OTHER RECEIVABLES	325,231.93	
10-00-1167	PROPERTY TAXES RECEIVABLE	216,453.00	
10-00-1170	A/R--COURT	32,051.00	
10-00-1171	LEASE RECEIVABLE	290,350.31	
10-00-1190	PREPAID EXPENSES	12,110.64	
10-00-1580	SUSPENSE	300,000.86	
TOTAL ASSETS			1,950,457.71

LIABILITIES AND EQUITY

LIABILITIES

10-00-2015	ACCRUED PAYROLL PAYABLE	14,248.25	
10-00-2020	ACCOUNTS PAYABLE	354,085.08	
10-00-2040	PREPAID BUSINESS LICENSES	6,000.00	
10-00-2120	DEFERRED PROPERTY TAXES	216,453.00	
10-00-2141	DEF'D INFLOW OF RES--2017VERI	129,797.79	
10-00-2142	DEF'D INFLOW OF RES--2012VERI	160,552.52	
10-00-2230	HEALTH INSURANCE PAYABLE	(1,871.00)	
10-00-2236	UNEMPLOYMENT PAYABLE	895.14	
10-00-2237	MISC PAYROLL PAYABLE	(63.06)	
10-00-2401	DEVELOPER LIABILITIES	(5,175.39)	
TOTAL LIABILITIES			874,922.33

FUND EQUITY

10-00-2600	FUND BALANCE	1,351,898.73	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		(276,363.35)	
BALANCE - CURRENT DATE		(276,363.35)	
TOTAL FUND EQUITY			1,075,535.38
TOTAL LIABILITIES AND EQUITY			1,950,457.71

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PROPERTY, SALES & USE TAXES</u>						
10-00-3110 PROPERTY TAXES	5,076.01	4,997.74	3,832.28	3,832.28	250,000	1.5
10-00-3111 INTEREST -DELINQUENT PROP TAX	.00	.00	.00	12.81	0	.0
10-00-3120 SPECIFIC OWNERSHIP TAX	3,031.06	3,474.85	2,024.73	3,880.99	22,000	17.6
10-00-3130 SALES TAX (1/2)	297,133.36	272,258.68	163,297.26	286,425.82	2,200,000	13.0
10-00-3135 BUILDING USE TAX (2/3)	1,081.10	825.67	431.47	1,956.94	30,000	6.5
10-00-3136 MOTOR VEHICLE USE TAX	9,926.05	16,184.77	5,683.05	10,396.23	80,000	13.0
10-00-3182 FRANCHISE-PUBLIC SERVICE	24,428.19	20,512.11	9,364.33	25,898.14	98,000	26.4
10-00-3183 FRANCHISE-CABLE--COMCAST	2,935.14	2,688.15	2,316.37	2,316.37	25,000	9.3
10-00-3184 FRANCHISE-QWEST/CENTURYLINK	161.50	119.50	72.50	81.00	200	40.5
TOTAL PROPERTY, SALES & USE TAXES	343,772.41	321,061.47	187,021.99	334,800.58	2,705,200	12.4
<u>LICENSES & PERMITS</u>						
10-00-3211 LIQUOR LICENSE	1,375.00	971.25	1,476.25	2,176.25	6,000	36.3
10-00-3216 BUSINESS LICENSE FEE	3,871.47	1,950.00	202.50	1,357.50	37,000	3.7
10-00-3218 SHOPPING BAG FEES	.00	3,890.97	10.50	2,195.82	12,000	18.3
10-00-3221 BUILDING PERMITS	.00	2,831.35	500.00	5,780.70	250,000	2.3
10-00-3222 CONTRACTOR'S LICENSE	2,800.00	2,300.00	600.00	2,600.00	12,000	21.7
10-00-3227 REPORTS/COPIES/FAX	423.50	90.00	115.00	132.50	2,500	5.3
10-00-3229 OTHER LICENSES/PERMITS	741.25	4,595.00	1,396.00	7,352.00	70,000	10.5
10-00-3240 PLAN REVIEW/COMMISSION FEES	70,757.13	4,183.01	.00	2,496.12	50,000	5.0
TOTAL LICENSES & PERMITS	79,968.35	20,811.58	4,300.25	24,090.89	439,500	5.5
<u>OTHER TAXES</u>						
10-00-3301 MOTOR VEHICLE REG. FEES	1,039.12	936.82	455.21	958.14	7,000	13.7
10-00-3304 MARIJUANA SPECIAL SALES TAX	13,817.29	11,658.99	4,690.35	8,676.61	60,000	14.5
10-00-3305 STATE SHARED CIGARETTE TAX	832.49	834.41	264.16	752.37	5,000	15.1
10-00-3306 COUNTY ROAD & BRIDGE TAX	.00	83,063.98	.00	74,269.09	480,000	15.5
10-00-3307 SEVERENCE TAX	.00	.00	.00	.00	110,000	.0
10-00-3309 HIGHWAY USERS TAX	10,418.49	10,632.44	5,761.75	11,786.93	65,000	18.1
10-00-3380 OPERATIONAL GRANTS	.00	.00	8,146.70	8,146.70	10,000	81.5
TOTAL OTHER TAXES	26,107.39	107,126.64	19,318.17	104,589.84	737,000	14.2
<u>FINES</u>						
10-00-3550 FINES	8,435.00	14,015.00	52,295.00	74,280.00	270,000	27.5
TOTAL FINES	8,435.00	14,015.00	52,295.00	74,280.00	270,000	27.5

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS</u>						
10-00-3601 INTEREST EARNED	6,772.00	10,564.10	1,670.50	2,626.64	50,000	5.3
10-00-3604 DONATIONS	.00	.00	.00	.00	2,500	.0
10-00-3610 CEMETERY FEES	2,250.00	.00	750.00	750.00	5,000	15.0
10-00-3620 LEASES/RENT	13,136.94	11,362.74	8,080.25	13,910.50	70,000	19.9
10-00-3680 REIMBURSEMENT/REFUNDS	.00	4,985.92	2,797.20	4,661.20	30,000	15.5
10-00-3690 MISCELLANEOUS REVENUE	1,512.46	10.00	8,843.00	8,898.00	7,000	127.1
TOTAL MISCELLANEOUS	23,671.40	26,922.76	22,140.95	30,846.34	164,500	18.8
TOTAL FUND REVENUE	481,954.55	489,937.45	285,076.36	568,607.65	4,316,200	13.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>STREETS EXPENDITURES</u>						
10-10-4102 SALARIES	15,520.06	4,022.40	3,107.40	5,179.00	26,412	19.6
10-10-4103 HOURLY	29,359.93	18,496.96	9,484.05	18,947.47	119,288	15.9
10-10-4104 OVERTIME	2,785.44	2,537.65	722.39	1,821.39	11,201	16.3
10-10-4201 FICA	2,877.30	1,472.37	788.47	1,538.35	9,728	15.8
10-10-4202 MEDICARE	672.91	344.29	184.39	359.77	2,275	15.8
10-10-4203 HEALTH INS.	4,648.39	4,881.19	2,024.60	4,049.20	27,650	14.6
10-10-4204 LIFE INS.	32.90	37.80	14.70	29.40	198	14.9
10-10-4205 DEFERRED COMP	558.59	1,317.57	772.04	1,437.11	8,246	17.4
10-10-4206 UNEMPLOYMENT INS.	88.57	48.78	26.65	51.88	300	17.3
10-10-4207 DISABILITY INSURANCE	314.50	293.13	133.58	246.65	1,488	16.6
10-10-4209 DENTAL INSURANCE	190.00	190.00	72.20	144.40	986	14.7
10-10-5101 LEGAL	.00	.00	.00	.00	500	.0
10-10-5103 ENGINEERING	.00	.00	.00	.00	2,000	.0
10-10-5107 SURVEY	.00	.00	.00	.00	1,000	.0
10-10-5108 OTHER PROFESSIONAL SERVICES	3,778.99	7,037.68	385.75	5,493.02	30,000	18.3
10-10-5202 DISPOSAL-TRASH	25.00	826.92	.00	448.60	6,000	7.5
10-10-5207 MAINT./REPAIRS-SERVICES	.00	.00	.00	.00	5,000	.0
10-10-5208 MAINT./REPAIRS-BUILDING	484.57	191.34	.00	292.84	2,000	14.6
10-10-5212 TRAINING	.00	.00	.00	.00	2,500	.0
10-10-5213 MEDICAL	80.00	.00	.00	160.00	200	80.0
10-10-5215 EMPLOYEE INCENTIVE	1,050.00	.00	.00	.00	2,100	.0
10-10-5300 CIRSA W/C INSURANCE	4,031.40	4,738.48	.00	6,398.98	21,000	30.5
10-10-5301 CIRSA P/C INSURANCE	9,008.27	12,673.52	.00	22,657.59	45,000	50.4
10-10-5303 TELEPHONE	286.97	288.36	247.44	385.31	1,800	21.4
10-10-5304 DUES & PUBLICATIONS	.00	421.99	.00	39.99	500	8.0
10-10-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
10-10-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-10-5310 POSTAGE	.00	.00	.00	.00	100	.0
10-10-5313 ADVERTISING	.00	.00	.00	.00	500	.0
10-10-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
10-10-5325 PRINTING	.00	.00	.00	69.43	50	138.9
10-10-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
10-10-5335 CELL/INTERNET SERVICE	826.06	615.28	233.14	1,036.08	4,600	22.5
10-10-6001 ELECTRICITY & GAS	11,395.20	10,992.70	6,546.28	14,412.06	62,000	23.3
10-10-6007 MATERIALS/SUPPLIES/EQUIP	2,974.22	609.16	13.59	183.73	6,000	3.1
10-10-6010 MATERIALS/SUPPLIES/OFFICE	483.91	94.95	53.00	53.00	3,000	1.8
10-10-6012 GAS/OIL-EQUIPMENT	635.43	521.27	.00	243.16	4,000	6.1
10-10-6020 TOOLS	.00	6.99	13.99	163.15	1,500	10.9
10-10-6022 SAFETY ITEMS	.00	.00	.00	.00	500	.0
10-10-6040 OCCUPATIONAL EQUIP/SAFETY	164.99	.00	57.97	57.97	500	11.6
10-10-6050 WATER/SEWER	289.35	.00	.00	763.53	3,000	25.5
10-10-6085 STREET LAMPS	1,484.35	2,828.69	5,050.83	5,050.83	20,000	25.3
10-10-6091 SIGNS	.00	.00	.00	.00	5,000	.0
10-10-6093 PAINT	.00	.00	.00	.00	2,500	.0
10-10-6095 SAND/GRAVEL	.00	.00	.00	.00	1,500	.0
10-10-6096 ASPHALT/CURB & GUTTER--R&M	.00	.00	.00	.00	7,000	.0
10-10-6097 DOWNTOWN PAVERS	.00	.00	.00	.00	150	.0
10-10-6098 TREE TRIMMING	.00	.00	.00	.00	5,000	.0
10-10-6099 SALTED SAND	6,756.20	4,765.99	.00	.00	15,000	.0
10-10-6150 FLEET MAINT	1,470.66	1,076.18	47.94	250.91	8,000	3.1
10-10-6191 FLEET FUEL	2,971.54	2,735.42	.00	1,122.06	14,000	8.0
10-10-6192 FLEET TIRES	.00	.00	(247.80)	247.80	3,000	8.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
10-10-6193	FLEET SUPPLIES	2,525.16	.00	.00	54.05	4,000	1.4
10-10-7010	OFFICE EQUIPMENT/COMPUTER	.00	.00	.00	.00	1,000	.0
10-10-7011	COMPUTER SOFTWARE	.00	39.98	.00	.00	80	.0
TOTAL STREETS EXPENDITURES		107,770.86	84,107.04	29,732.60	93,388.71	502,052	18.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION EXPENDITURES</u>						
10-20-4101 MAYOR/COUNCIL	.00	.00	.00	.00	44,160	.0
10-20-4102 SALARY	35,692.00	52,943.00	24,148.27	55,761.31	197,936	28.2
10-20-4103 HOURLY	41,015.17	23,410.89	12,135.32	25,699.40	91,070	28.2
10-20-4104 OVERTIME	76.28	135.38	165.66	366.30	1,020	35.9
10-20-4201 FICA	4,632.33	4,558.85	2,160.77	4,837.66	20,720	23.4
10-20-4202 MEDICARE	1,083.42	1,066.26	505.34	1,137.48	4,846	23.5
10-20-4203 HEALTH INS.	7,718.41	12,865.20	9,477.60	16,254.80	85,539	19.0
10-20-4204 LIFE INS.	59.50	81.90	32.20	71.40	458	15.6
10-20-4205 DEFERRED COMP	5,657.47	5,208.50	1,713.46	3,915.09	34,013	11.5
10-20-4206 UNEMPLOYMENT	152.53	152.31	72.90	163.66	992	16.5
10-20-4207 DISABILITY INSURANCE	756.51	691.83	234.05	168.86	3,954	4.3
10-20-4209 DENTAL INSURANCE	366.40	444.00	270.80	514.80	3,217	16.0
10-20-5050 COUNTY TREASURER'S FEES	101.60	99.96	76.65	76.91	6,000	1.3
10-20-5101 LEGAL	31,818.83	13,735.51	.00	14,016.75	140,000	10.0
10-20-5102 AUDIT	.00	.00	.00	.00	4,980	.0
10-20-5103 ENGI'RING SVCES--DEVEL REVIEW	1,255.02	420.00	.00	.00	2,000	.0
10-20-5104 FINANCIAL SERVICES	10,140.01	6,957.51	.00	1,613.44	18,700	8.6
10-20-5105 PLANNING SERVICES	.00	4,500.00	.00	.00	10,000	.0
10-20-5106 IT SERVICES	2,508.50	1,323.63	2,716.76	4,075.14	20,000	20.4
10-20-5107 SURVEYING	.00	14,000.00	.00	.00	10,000	.0
10-20-5108 OTHER CONTRACTUAL SERVICES	3,201.88	5,432.04	1,428.55	6,480.11	87,000	7.5
10-20-5207 REPAIR/MAINT.-SERVICES	.00	.00	.00	.00	1,000	.0
10-20-5208 REPAIR/MAINTENANCE-BUILDING	201.00	.00	.00	.00	2,000	.0
10-20-5210 MEETING EXPENSE	285.10	73.34	.00	.00	1,500	.0
10-20-5212 EDUCATION & TRAINING	1,680.00	1,237.00	.00	3,396.20	8,000	42.5
10-20-5215 EMPLOYEE INCENTIVE	.00	140.00	.00	70.00	1,500	4.7
10-20-5220 ELECTION	.00	.00	.00	.00	1,000	.0
10-20-5225 BOARDS & COMMISSIONS	.00	.00	.00	1,012.18	1,500	67.5
10-20-5300 CIRSA W/C INSURANCE	201.57	236.92	.00	319.95	1,100	29.1
10-20-5301 CIRSA P/C INSURANCE	8,758.27	12,423.52	.00	22,407.62	45,000	49.8
10-20-5303 TELEPHONE	286.97	288.36	144.50	308.52	1,800	17.1
10-20-5304 DUES & MEMBERSHIPS	6,533.00	4,006.00	.00	5,378.00	9,000	59.8
10-20-5305 TRAVEL & MEALS	18.17	48.00	.00	511.32	8,000	6.4
10-20-5309 CONTRACT OFFICE EQUIP.	819.72	1,224.01	.00	.00	6,000	.0
10-20-5310 POSTAGE, SHIPPING, BOX RENT	323.95	238.75	.00	107.49	2,000	5.4
10-20-5312 LEGAL PUBLICATIONS	549.48	1,457.96	588.64	913.37	7,000	13.1
10-20-5313 ADVERTISING	.00	706.12	189.86	189.86	1,500	12.7
10-20-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-20-5316 RECORDING DOCUMENTS	18.00	302.00	.00	99.35	2,000	5.0
10-20-5322 CODIFICATION	2,269.40	3,118.00	.00	3,273.90	3,000	109.1
10-20-5325 PRINTING	.00	.00	.00	101.59	1,500	6.8
10-20-5335 CELL/INTERNET SERVICE	737.29	642.47	119.70	1,428.55	6,300	22.7
10-20-6001 ELECTRICITY & GAS	1,415.81	1,119.08	609.39	1,161.48	5,800	20.0
10-20-6010 MATERIALS/SUPPLIES/OFFICE	588.93	281.19	219.05	432.74	4,000	10.8
10-20-6020 FLAGS	.00	.00	.00	.00	1,000	.0
10-20-6050 WATER/SEWER	296.87	.00	.00	521.60	4,000	13.0
10-20-6060 REFUNDS	.00	1,000.00	.00	.00	1,000	.0
10-20-6500 MISCELLANEOUS EXPENSE	.00	.00	.00	.00	1,000	.0
10-20-7010 OFFICE EQUIPMENT/COMPUTERS	.00	20.00	.00	592.03	5,000	11.8
10-20-7011 COMPUTER SOFTWARE	.00	.00	.00	1,649.12	1,000	164.9
10-20-7020 PUBLIC ENGAGEMENT	.00	9,121.50	.00	.00	10,000	.0
10-20-8010 MISC. CASH OVER/SHORT	1.00	.00	.00	.00	0	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL ADMINISTRATION EXPENDITURES	171,220.39	185,710.99	57,009.47	179,027.98	931,105	19.2
COMMUNITY PROMOTION						
10-21-5030 HSIS/ VISITOR CENTER	.00	.00	.00	.00	60,000	.0
10-21-5032 MISC. EVENTS	.00	.00	.00	.00	15,000	.0
10-21-5033 K-GOAT ANNUAL FEE	.00	.00	.00	.00	3,500	.0
10-21-5036 MAYOR & COMMISSIONER AWARDS	.00	.00	.00	.00	2,000	.0
10-21-5037 TREE LIGHTING	.00	.00	.00	.00	3,000	.0
10-21-5038 MISC. ORGANIZATION REQUEST	125.00	.00	1,200.00	17,400.00	10,000	174.0
10-21-5039 BEAUTIFICATION	.00	.00	.00	.00	9,500	.0
10-21-5040 HOLIDAY DECORATING	.00	.00	.00	.00	20,580	.0
10-21-5041 HISTORIC SITES & FACILITIES	.00	.00	.00	.00	5,000	.0
10-21-5050 4TH OF JULY	.00	12,600.00	.00	.00	50,000	.0
10-21-5108 OTHER CONTRACTUAL SERVICES	.00	.00	5,500.00	5,500.00	146,000	3.8
10-21-5430 VISITOR CTR BLDG MAINTENANCE	597.73	1,055.51	13,354.00	14,024.42	10,000	140.2
TOTAL COMMUNITY PROMOTION	722.73	13,655.51	20,054.00	36,924.42	334,580	11.0
BUILDING INSPECTOR						
10-22-5000 OPERATIONS CONTRACTUAL	57,623.83	5,059.48	.00	6,686.25	150,000	4.5
10-22-5108 OTHER PROFESSIONAL SERVICES	.00	.00	.00	.00	2,000	.0
TOTAL BUILDING INSPECTOR	57,623.83	5,059.48	.00	6,686.25	152,000	4.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>POLICE EXPENDITURES</u>						
10-30-4102 SALARIES	22,773.60	19,603.20	11,988.80	23,977.60	155,859	15.4
10-30-4103 HOURLY WAGES--SWORN	105,999.42	88,460.62	46,104.60	87,372.96	577,056	15.1
10-30-4104 OVERTIME--REGULAR	8,292.45	2,362.68	664.15	1,802.24	20,400	8.8
10-30-4105 HOLIDAY	2,430.52	5,133.28	1,672.88	4,344.32	15,300	28.4
10-30-4106 OVERTIME--HOLIDAY WORKED-SWORN	7,046.57	7,672.43	2,452.58	6,325.60	24,480	25.8
10-30-4109 HOURLY WAGES--CIVILIAN	6,713.60	32,869.28	12,670.83	24,873.49	173,030	14.4
10-30-4110 OVERTIME--HOLIDAY WKD-CIVILIAN	588.84	.00	.00	.00	1,530	.0
10-30-4201 FICA	1,990.68	2,094.29	791.36	1,582.72	10,823	14.6
10-30-4202 MEDICARE	2,151.53	2,172.54	1,046.82	2,061.59	14,031	14.7
10-30-4203 HEALTH INS.	18,796.80	22,520.00	12,048.80	23,349.60	144,606	16.2
10-30-4204 LIFE INS.	128.80	166.60	81.20	155.40	960	16.2
10-30-4205 DEFERRED COMP	1,163.54	1,477.46	728.18	1,456.36	8,969	16.2
10-30-4206 UNEMPLOYMENT	306.68	311.52	151.09	297.39	1,853	16.1
10-30-4207 DISABILITY INSURANCE	1,513.86	1,335.66	625.38	626.26	7,649	8.2
10-30-4209 DENTAL INSURANCE	940.00	1,107.20	673.60	1,320.80	7,638	17.3
10-30-4210 PENSION FPPA	11,804.62	12,855.64	7,293.62	14,053.33	82,000	17.1
10-30-5101 LEGAL	747.25	.00	.00	666.00	10,000	6.7
10-30-5105 OTHER CONTRACT SERVICES	.85	29,315.00	5,176.50	52,389.25	198,851	26.4
10-30-5108 OTHER PROFESSIONAL SERVICES	18,170.97	57,016.78	20,905.32	37,061.38	100,000	37.1
10-30-5109 POLYGRAPH/PSY EXAM	.00	.00	425.70	425.70	2,200	19.4
10-30-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	1,000	.0
10-30-5208 REPAIRS/MAINTENANCE/BLDG.	3.66	770.63	.00	49.00	2,000	2.5
10-30-5212 TRAINING	557.59	634.00	980.13	1,793.79	18,000	10.0
10-30-5213 MEDICAL/BLOOD DRAW	.00	.00	.00	.00	1,000	.0
10-30-5215 EMPLOYEE INCENTIVE	.00	30.00	.00	110.00	3,000	3.7
10-30-5300 CIRSA W/C INSURANCE	3,829.83	4,501.56	.00	6,079.03	20,000	30.4
10-30-5301 CIRSA P/C INSURANCE	21,362.94	56,294.58	.00	83,486.64	230,000	36.3
10-30-5303 TELEPHONE	286.97	288.36	144.50	282.37	1,800	15.7
10-30-5304 DUES & PUBLICATIONS	470.00	951.12	235.00	455.00	2,000	22.8
10-30-5305 TRAVEL & MEALS	.00	.00	.00	.00	1,000	.0
10-30-5309 CONTRACT OFFICE EQUIP.	332.37	238.80	207.96	207.96	2,050	10.1
10-30-5310 POSTAGE, SHIPPING, BOX RENT	12.98	.00	.00	24.70	500	4.9
10-30-5314 INSURANCE CLAIMS	.00	.00	.00	.00	4,000	.0
10-30-5325 PRINTING	141.95	436.81	181.52	250.95	3,000	8.4
10-30-5326 TOWING	232.00	.00	.00	300.00	1,000	30.0
10-30-5330 COMMUNICATIONS EQUIPMENT	.00	.00	.00	.00	1,000	.0
10-30-5335 CELL/INTERNET SERVICE	1,079.54	1,426.08	253.41	4,718.03	8,400	56.2
10-30-5350 PUBLIC EDUCATION/RELATIONS	150.77	.00	.00	.00	4,000	.0
10-30-6001 ELECTRICITY & GAS	1,207.86	934.85	1,385.67	2,549.66	4,000	63.7
10-30-6010 MATERIALS/SUPPLIES/OFFICE	52.62	292.22	358.79	435.15	3,000	14.5
10-30-6015 MATERIALS/SUPPLIES-INVESTIG.	521.72	218.15	197.54	917.76	1,750	52.4
10-30-6022 SAFETY ITEMS	.00	.00	.00	.00	1,000	.0
10-30-6030 UNIFORMS	2,131.91	1,886.50	221.27	1,479.22	15,000	9.9
10-30-6040 OCCUPATIONAL EQUIP/SAFETY	6,358.14	940.00	.00	100.00	9,000	1.1
10-30-6045 AMMUNITION	3,696.61	1,237.70	.00	.00	4,000	.0
10-30-6050 WATER/SEWER	368.07	.00	.00	609.28	3,700	16.5
10-30-6100 FLEET MAINTENANCE	503.85	6,071.16	1,374.38	7,577.71	20,000	37.9
10-30-6191 FLEET FUEL	4,902.97	5,412.60	1,042.72	3,891.90	30,000	13.0
10-30-6192 FLEET TIRES	.00	.00	.00	806.32	3,000	26.9
10-30-6193 FLEET SUPPLIES	164.88	471.03	162.85	307.62	2,000	15.4
10-30-7010 COMPUTERS / OFFICE EQUIPMENT	.00	.00	.00	.00	3,200	.0
10-30-7011 COMPUTER SOFTWARE	4,000.00	16,074.40	9,954.00	11,691.06	20,000	58.5

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
TOTAL POLICE EXPENDITURES	263,929.81	385,584.73	142,201.15	412,265.14	1,980,635	20.8

COURT EXPENDITURES

10-40-4103	HOURLY	5,319.26	4,612.14	2,054.30	4,540.59	30,861	14.7
10-40-4104	OVERTIME	40.29	106.76	51.96	202.06	102	198.1
10-40-4201	FICA	321.99	281.99	125.70	283.20	1,920	14.8
10-40-4202	MEDICARE	75.28	65.94	29.39	66.22	449	14.8
10-40-4203	HEALTH INS.	603.20	633.60	359.60	719.20	4,314	16.7
10-40-4204	LIFE INS.	7.00	7.00	3.50	7.00	42	16.7
10-40-4205	DEFERRED COMP	.00	138.35	61.63	136.22	894	15.2
10-40-4206	UNEMPLOYMENT	10.73	9.43	4.20	9.47	63	15.0
10-40-4207	WORKMANS COMP	59.34	48.14	15.67	38.32	276	13.9
10-40-4209	DENTAL INSURANCE	24.80	24.80	12.80	25.60	154	16.6
10-40-5101	LEGAL FEES	.00	.00	.00	.00	500	.0
10-40-5110	JUDGE RETAINER	3,200.00	3,200.00	1,600.00	3,200.00	19,200	16.7
10-40-5115	PROSECUTER	3,114.50	3,114.50	1,561.18	3,122.36	18,689	16.7
10-40-5209	JURY/WITNESS FEES	.00	.00	.00	.00	100	.0
10-40-5212	TRAINING	.00	.00	.00	.00	400	.0
10-40-5304	DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-40-5310	POSTAGE	.00	.00	.00	.00	50	.0
10-40-5320	INTERPRETORS	.00	.00	11.48	11.48	100	11.5
10-40-5325	PRINTING	.00	.00	.00	.00	25	.0
10-40-6010	MATERIALS/SUPPLIES-MISC.	.00	.00	.00	.00	200	.0
10-40-6030	CLOTHING/ROBE	.00	.00	.00	.00	30	.0
10-40-6035	RESTITUTION	.00	.00	.00	.00	100	.0
TOTAL COURT EXPENDITURES		12,776.39	12,242.65	5,891.41	12,361.72	78,519	15.7

FIRE DEPARTMENT

10-50-5050	CONTRIBUTION TO CCCESD	35,306.25	74,968.75	.00	77,385.00	309,540	25.0
TOTAL FIRE DEPARTMENT		35,306.25	74,968.75	.00	77,385.00	309,540	25.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>PARKS EXPENDITURES</u>						
10-60-4103 HOURLY	9,130.92	13,731.62	7,452.85	14,141.42	90,472	15.6
10-60-4104 OVERTIME	881.77	2,352.91	356.04	1,846.93	10,200	18.1
10-60-4105 HOLIDAY	.00	498.96	171.28	513.84	1,530	33.6
10-60-4201 FICA	600.98	1,007.78	483.25	1,000.09	6,337	15.8
10-60-4202 MEDICARE	140.54	235.70	113.02	233.89	1,482	15.8
10-60-4203 HEALTH INS.	1,206.40	1,267.20	719.20	1,438.40	8,630	16.7
10-60-4204 LIFE INS.	14.00	28.00	11.20	22.40	156	14.4
10-60-4205 DEFERRED COMP	.00	426.92	228.71	439.65	2,706	16.3
10-60-4206 UNEMPLOYMENT	20.03	33.17	15.97	33.02	204	16.2
10-60-4207 DISABILITY INSURANCE	95.52	151.98	73.50	144.85	870	16.7
10-60-5108 OTHER PROFESSIONAL SERVICES	120.00	.00	.00	.00	63,000	.0
10-60-5202 DISPOSAL	733.44	.00	.00	468.58	4,000	11.7
10-60-5207 REPAIR/MAINT-SERVICES	.00	.00	.00	.00	2,500	.0
10-60-5208 MAINT./REPAIRS-BUILDING	.00	.00	.00	.00	1,000	.0
10-60-5209 VANDALISM MAINTENANCE	.00	.00	.00	.00	1,000	.0
10-60-5210 GREENWAY MAINTENANCE	.00	.00	.00	.00	2,500	.0
10-60-5211 TRAIL MAINTENANCE-VCMP	.00	.00	.00	749.88	2,500	30.0
10-60-5212 TRAINING	.00	.00	.00	.00	100	.0
10-60-5213 MEDICAL	.00	.00	.00	.00	80	.0
10-60-5215 EMPLOYEE INCENTIVE	.00	.00	.00	.00	250	.0
10-60-5300 CIRSA W/C INSURANCE	403.14	473.85	.00	639.90	2,100	30.5
10-60-5304 DUES & PUBLICATIONS	.00	.00	.00	.00	50	.0
10-60-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
10-60-5306 EQUIPMENT RENTAL	.00	.00	.00	.00	500	.0
10-60-5314 INSURANCE CLAIMS	.00	.00	.00	.00	1,000	.0
10-60-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	50	.0
10-60-5335 CELL/INTERNET SERVICE	82.42	32.59	39.90	159.69	400	39.9
10-60-6001 ELECTRICITY & GAS	1,672.09	1,621.80	1,363.28	2,350.54	8,500	27.7
10-60-6010 MATERIALS/SUPPLIES-MISC.	139.02	.00	20.29	213.58	5,500	3.9
10-60-6012 GAS, OIL-EQUIPMENT	884.76	23.34	.00	66.63	1,000	6.7
10-60-6020 TOOLS	.00	.00	.00	16.48	500	3.3
10-60-6022 SAFETY ITEMS	.00	.00	.00	.00	300	.0
10-60-6040 OCCUPATIONAL EQUIP/SAFETY	.00	.00	.00	.00	200	.0
10-60-6045 SPRINKLER PARTS	.00	.00	.00	.00	2,000	.0
10-60-6050 WATER/SEWER	890.97	.00	.00	2,036.68	7,000	29.1
10-60-6085 LAMP POSTS	.00	.00	.00	.00	250	.0
10-60-6091 SIGNS	.00	.00	.00	.00	250	.0
10-60-6093 PAINT	.00	.00	.00	.00	150	.0
10-60-6095 SAND / GRAVEL	.00	.00	.00	.00	300	.0
10-60-6098 TREE REPLACEMENT & TRIMMING	1,005.00	.00	.00	.00	9,000	.0
10-60-6099 SALTED SAND	.00	.00	.00	.00	1,600	.0
10-60-6150 FLEET MAINT	42.95	2,690.46	.00	.00	2,200	.0
10-60-6191 FLEET FUEL	692.02	490.86	.00	354.35	3,500	10.1
10-60-6192 FLEET TIRES	.00	.00	.00	.00	1,200	.0
10-60-6193 FLEET SUPPLIES	719.75	.00	.00	17.99	1,500	1.2
10-60-6200 PARKS MAINT. & PARTS	861.45	74.98	11.00	42.99	8,000	.5
10-60-6204 WEED CONTROL	.00	.00	.00	.00	500	.0
10-60-6206 CHEMICALS/FERTILIZER	.00	.00	.00	.00	500	.0
10-60-6207 CHEM/PESTICIDES/HERBICIDES	.00	.00	.00	.00	150	.0
10-60-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	400	.0
TOTAL PARKS EXPENDITURES	20,337.17	25,142.12	11,059.49	26,931.78	258,217	10.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CEMETERY EXPENDITURES</u>							
10-70-7100	CEMETERY MAINTENANCE	.00	.00	.00	.00	5,000	.0
	TOTAL CEMETERY EXPENDITURES	.00	.00	.00	.00	5,000	.0
	TOTAL FUND EXPENDITURES	669,687.43	786,471.27	265,948.12	844,971.00	4,551,648	18.6
	NET REVENUE OVER EXPENDITURES	187,732.88-	296,533.82-	19,128.24	(276,363.35)	235,448-	(117.4)

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

HANSEN'S CEMETERY TRUST FUND

ASSETS

15-00-1000	CASH - COMBINED FUND	10,172.39	
	TOTAL ASSETS		10,172.39

LIABILITIES AND EQUITY

FUND EQUITY

15-00-2600	FUND BALANCE	10,110.55	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	61.84	
	BALANCE - CURRENT DATE	61.84	
	TOTAL FUND EQUITY		10,172.39
	TOTAL LIABILITIES AND EQUITY		10,172.39

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

HANSEN'S CEMETERY TRUST FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>MISCELLANEOUS</u>						
15-00-3601	INTEREST EARNED	31.60	54.22	24.03	61.84	400	15.5
	TOTAL MISCELLANEOUS	31.60	54.22	24.03	61.84	400	15.5
	TOTAL FUND REVENUE	31.60	54.22	24.03	61.84	400	15.5
	NET REVENUE OVER EXPENDITURES	31.60	54.22	24.03	61.84	400	15.5

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

RAMP FUND (COLORADO BLVD)

ASSETS

20-00-1000	CASH - COMBINED FUND	680,354.24	
	TOTAL ASSETS		680,354.24

LIABILITIES AND EQUITY

FUND EQUITY

20-00-2600	FUND BALANCE	674,612.89	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	5,741.35	
	BALANCE - CURRENT DATE	5,741.35	
	TOTAL FUND EQUITY		680,354.24
	TOTAL LIABILITIES AND EQUITY		680,354.24

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RAMP FUND (COLORADO BLVD)

		<u>YTD ACTUAL 2023-</u>	<u>YTD ACTUAL 2024-</u>	<u>PERIOD ACTU</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
	<u>MISCELLANEOUS</u>						
20-00-3601	INTEREST EARNED	<u>3,872.30</u>	<u>5,593.80</u>	<u>2,395.05</u>	<u>5,799.18</u>	<u>35,000</u>	<u>16.6</u>
	TOTAL MISCELLANEOUS	<u>3,872.30</u>	<u>5,593.80</u>	<u>2,395.05</u>	<u>5,799.18</u>	<u>35,000</u>	<u>16.6</u>
	TOTAL FUND REVENUE	<u>3,872.30</u>	<u>5,593.80</u>	<u>2,395.05</u>	<u>5,799.18</u>	<u>35,000</u>	<u>16.6</u>

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RAMP FUND (COLORADO BLVD)

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
20-00-4103 ADMINISTRATIVE HOURLY	.00	.00	51.42	51.42	1,420	3.6
20-00-4201 FICA	.00	.00	3.07	3.07	0	.0
20-00-4202 MEDICARE	.00	.00	.72	.72	0	.0
20-00-4205 RETIREMENT	.00	.00	1.54	1.54	0	.0
20-00-4206 UNEMPLOYMENT	.00	.00	.10	.10	0	.0
20-00-4207 DISABILITY INSURANCE	.00	.00	.98	.98	0	.0
20-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	50,000	.0
TOTAL DEPARTMENT 00	.00	.00	57.83	57.83	51,420	.1
TOTAL FUND EXPENDITURES	.00	.00	57.83	57.83	51,420	.1
NET REVENUE OVER EXPENDITURES	3,872.30	5,593.80	2,337.22	5,741.35	16,420-	35.0

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

IMPROVEMENT FUND

ASSETS

21-00-1000	CASH - COMBINED FUND	537,590.53	
21-00-1120	CASH W/COUNTY TREASURER	2,356.59	
21-00-1165	OTHER RECEIVABLES	604,684.91	
21-00-1277	2019 ADV DUE FR WWF	443,390.40	
TOTAL ASSETS			1,588,022.43

LIABILITIES AND EQUITY

LIABILITIES

21-00-2020	ACCOUNTS PAYABLE	26,169.60	
TOTAL LIABILITIES			26,169.60

FUND EQUITY

21-00-2600	FUND BALANCE	1,077,248.97	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		484,603.86	
BALANCE - CURRENT DATE		484,603.86	
TOTAL FUND EQUITY			1,561,852.83
TOTAL LIABILITIES AND EQUITY			1,588,022.43

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

IMPROVEMENT FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
21-00-3130 SALES TAX (1/4)	148,566.68	136,129.34	81,648.63	143,212.91	1,025,000	14.0
21-00-3135 BUILDING USE TAX (1/3)	533.96	417.35	215.74	1,540.99	100,000	1.5
21-00-3136 MOTOR VEHICLE USE TAX	4,963.02	8,092.38	2,841.53	5,198.12	45,000	11.6
TOTAL TAXES	154,063.66	144,639.07	84,705.90	149,952.02	1,170,000	12.8
<u>MISCELLANEOUS</u>						
21-00-3601 INTEREST EARNED	8,290.31	3,820.51	1,269.74	1,529.49	15,000	10.2
TOTAL MISCELLANEOUS	8,290.31	3,820.51	1,269.74	1,529.49	15,000	10.2
<u>SOURCE 37</u>						
21-00-3769 AFFODABLE HSG GRANT--IHOP--FED	.00	90,970.78-	2,385.00	2,385.00	0	.0
21-00-3770 COLO PARKS & WILDLIFE GRANT	.00	.00	.00	.00	1,500,000	.0
21-00-3771 GOCO GRANT	.00	.00	459,087.00	459,087.00	0	.0
21-00-3773 DOLA GRANT--EIAF 9457--STATE	.00	.00	.00	.00	1,000,000	.0
TOTAL SOURCE 37	.00	90,970.78-	461,472.00	461,472.00	2,500,000	18.5
TOTAL FUND REVENUE	162,353.97	57,488.80	547,447.64	612,953.51	3,685,000	16.6

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

IMPROVEMENT FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>IMPROVEMENT FUND EXPENDITURES</u>						
21-00-4102 ADMINISTRATIVE SALARY	.00	.00	1,580.65	1,580.65	34,831	4.5
21-00-4103 ADMINISTRATIVE HOURLY	.00	.00	51.42	51.42	1,420	3.6
21-00-4201 FICA	.00	.00	97.49	97.49	0	.0
21-00-4202 MEDICARE	.00	.00	22.81	22.81	0	.0
21-00-4205 RETIREMENT	.00	.00	78.26	78.26	0	.0
21-00-4206 UNEMPLOYMENT	.00	.00	3.26	3.26	0	.0
21-00-4207 DISABILITY INSURANCE	.00	.00	26.61	26.61	0	.0
21-00-5102 AUDIT	.00	.00	.00	.00	408	.0
21-00-5103 ENGINEERING--AFFORDABLE HSG	.00	21,719.50	.00	.00	50,000	.0
21-00-5104 FINANCIAL SERVICES	.00	.00	.00	.00	2,520	.0
21-00-6013 CITY HALL FURNISHING/EQUIPMENT	.00	.00	.00	.00	10,000	.0
21-00-6016 DRAINAGE, PAVE/CURB/GUTTER CIP	.00	.00	.00	.00	50,000	.0
21-00-6017 OTHER STREET PROJECTS	.00	.00	.00	.00	50,000	.0
21-00-6023 PARK IMPROVEMENTS-CRC	.00	.00	.00	450.90	50,000	.9
21-00-6024 PARK IMPROVEMENTS	4,875.00	133,883.86	.00	9,620.60	350,000	2.8
21-00-6025 PW VEHICLE PURCHASE	50,870.00	.00	.00	.00	0	.0
21-00-6026 PD EQUIPMENT	10,652.12	.00	18,418.70	96,513.71	139,100	69.4
21-00-6028 STREETScape/MALL IMPROVEMENTS	.00	6,101.00	.00	.00	50,000	.0
21-00-6032 MASTER PLAN--SPORTS COMPLEX	.00	8,617.31	.00	.00	1,000,000	.0
21-00-7041 MUSEUM BUILDING IMPROVEMENT	.00	.00	.00	.00	10,000	.0
21-00-7043 LAND ACQUISITION	.00	.00	.00	.00	500,000	.0
21-00-7044 PW FACILITY PROJECT	95,961.45	413,531.71	.00	.00	0	.0
21-00-7045 POLICE STATION IMPROVEMENTS	.00	5,917.00	19,272.00	19,903.94	1,500,000	1.3
TOTAL IMPROVEMENT FUND EXPENDITURE	162,358.57	589,770.38	39,551.20	128,349.65	3,798,279	3.4
<u>HSF PROJECTS</u>						
21-61-7040 CITY HALL IMPROVEMENTS	.00	75,516.57	.00	.00	200,000	.0
21-61-7042 SITES & FACILITIES IMPROVEMENT	12,112.50	2,850.00	.00	.00	100,000	.0
TOTAL HSF PROJECTS	12,112.50	78,366.57	.00	.00	300,000	.0
TOTAL FUND EXPENDITURES	174,471.07	668,136.95	39,551.20	128,349.65	4,098,279	3.1
NET REVENUE OVER EXPENDITURES	12,117.10-	610,648.15-	507,896.44	484,603.86	413,279-	117.3

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

CONSERVATION TRUST FD LOTTERY

ASSETS

22-00-1000	CASH - COMBINED FUND	124,518.85	
	TOTAL ASSETS		124,518.85

LIABILITIES AND EQUITY

FUND EQUITY

22-00-2600	FUND BALANCE	123,761.91	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	756.94	
	BALANCE - CURRENT DATE	756.94	
	TOTAL FUND EQUITY		124,518.85
	TOTAL LIABILITIES AND EQUITY		124,518.85

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

CONSERVATION TRUST FD LOTTERY

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>INTERGOVERNMENTAL</u>						
22-00-3358	CONSERVATION TRUST FUNDS	.00	.00	.00	.00	12,000	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	.00	.00	12,000	.0
	<u>MISCELLANEOUS</u>						
22-00-3601	INTEREST EARNED	312.42	606.81	294.10	756.94	4,000	18.9
	TOTAL MISCELLANEOUS	312.42	606.81	294.10	756.94	4,000	18.9
	TOTAL FUND REVENUE	312.42	606.81	294.10	756.94	16,000	4.7
	NET REVENUE OVER EXPENDITURES	312.42	606.81	294.10	756.94	16,000	4.7

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

1% STREET SALES TAX

ASSETS

23-00-1000	CASH - COMBINED FUND	1,247,153.89	
23-00-1165	OTHER RECEIVABLES	143,212.91	
	TOTAL ASSETS		1,390,366.80

LIABILITIES AND EQUITY

FUND EQUITY

23-00-2600	FUND BALANCE	1,239,911.95	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	150,454.85	
	BALANCE - CURRENT DATE	150,454.85	
	TOTAL FUND EQUITY		1,390,366.80
	TOTAL LIABILITIES AND EQUITY		1,390,366.80

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

1% STREET SALES TAX

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
	<u>SOURCE 31</u>						
23-00-3133	SALES TAX (1/4) STREETS CIP	148,566.68	136,129.34	81,648.62	143,212.90	1,025,000	14.0
	TOTAL SOURCE 31	148,566.68	136,129.34	81,648.62	143,212.90	1,025,000	14.0
	<u>SOURCE 36</u>						
23-00-3601	INTEREST EARNED	7,990.37	8,314.37	2,945.64	7,299.78	50,000	14.6
	TOTAL SOURCE 36	7,990.37	8,314.37	2,945.64	7,299.78	50,000	14.6
	TOTAL FUND REVENUE	156,557.05	144,443.71	84,594.26	150,512.68	1,075,000	14.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

1% STREET SALES TAX

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
23-00-4103 ADMINISTRATIVE HOURLY	.00	.00	51.42	51.42	1,420	3.6
23-00-4201 FICA	.00	.00	3.07	3.07	0	.0
23-00-4202 MEDICARE	.00	.00	.72	.72	0	.0
23-00-4205 RETIREMENT	.00	.00	1.54	1.54	0	.0
23-00-4206 UNEMPLOYMENT	.00	.00	.10	.10	0	.0
23-00-4207 DISABILITY INSURANCE	.00	.00	.98	.98	0	.0
23-00-5101 LEGAL AND PROFESSIONAL	.00	.00	.00	.00	250	.0
23-00-5102 AUDIT	.00	.00	.00	.00	226	.0
23-00-5103 ENGINEERING	95,851.35	66,242.80	.00	.00	100,000	.0
23-00-5104 FINANCIAL SERVICES	.00	.00	.00	.00	2,460	.0
23-00-6016 ASPHALT, CURB & GUTTER	.00	.00	.00	.00	500,000	.0
23-00-8114 NOTES PAYABLE BONDS - PRIN	.00	.00	.00	.00	270,000	.0
23-00-8115 NOTES PAYABLE BONDS-INT	.00	.00	.00	.00	386,413	.0
TOTAL DEPARTMENT 00	95,851.35	66,242.80	57.83	57.83	1,260,769	.0
TOTAL FUND EXPENDITURES	95,851.35	66,242.80	57.83	57.83	1,260,769	.0
NET REVENUE OVER EXPENDITURES	60,705.70	78,200.91	84,536.43	150,454.85	185,769-	81.0

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

WATER FUND

ASSETS

51-00-1000	CASH - COMBINED FUND	876,399.29	
51-00-1150	A/R--BILLED ACCOUNTS	32,278.18	
51-00-1161	UTILITY ACCOUNTS RECEIVABLE	365,609.88	
51-00-1165	OTHER RECEIVABLES	271,500.93	
51-00-1190	PREPAID EXPENSES	8,430.88	
51-00-1300	LEASE ASSET - SCADA	190,355.95	
51-00-1310	ACCUMULATED DEPRECIATION-LEASE	(166,343.26)	
51-00-1350	CONSTRUCTION IN PROGRESS	2,404,428.54	
51-00-1610	LAND	522,238.83	
51-00-1620	WATER RIGHTS	10,440.00	
51-00-1630	IMPROVEMENTS OTHER THAN BLDGS	14,457,069.14	
51-00-1631	ACCUMULATED DEPRECIATION	(9,878,731.48)	
51-00-1640	MACHINERY & EQUIPMENT	501,370.16	
51-00-1641	ACCUMULATED DEPRECIATION	(19,287.00)	
TOTAL ASSETS			9,575,760.04

LIABILITIES AND EQUITY

LIABILITIES

51-00-2010	ACCR'D COMP'D ABS--LT	23,122.68	
51-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,569.19	
51-00-2015	ACCRUED PAYROLL PAYABLE	2,154.30	
51-00-2020	ACCOUNTS PAYABLE	260,975.47	
51-00-2130	UNEARNED REVENUE - ARPA	448,910.66	
51-00-2143	LEASE LIABILITY	24,590.94	
51-00-2251	2004 CWCB NOTE PAYABLE--LT	432,778.69	
51-00-2254	2004 CWCB LOAN ACCR'D INT PAYA	18,345.88	
51-00-2255	2004 CWCB NOTE PAYABLE--CURR	52,112.08	
TOTAL LIABILITIES			1,265,559.89

FUND EQUITY

51-00-2600	FUND BALANCE	6,104,655.83	
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	(220,429.42)	
BALANCE - CURRENT DATE		1,471,873.32	
TOTAL FUND EQUITY			8,310,200.15
TOTAL LIABILITIES AND EQUITY			9,575,760.04

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>							
51-00-3130	SALES TAX	60,000.00	68,064.66	40,824.31	71,606.45	511,875	14.0
	TOTAL CARRY OVER	60,000.00	68,064.66	40,824.31	71,606.45	511,875	14.0
<u>CHARGES FOR SERVICES</u>							
51-00-3411	USAGE FEES	223,108.81	206,015.55	214,024.04	217,638.15	1,318,493	16.5
51-00-3415	LATE CHARGES	4,420.95	.00	3,964.31	3,785.69	13,500	28.0
51-00-3421	SERVICE CHARGE	.00	.00	.00	.00	200	.0
51-00-3422	TAP FEES	.00	.00	.00	.00	100,000	.0
	TOTAL CHARGES FOR SERVICES	227,529.76	206,015.55	217,988.35	221,423.84	1,432,193	15.5
<u>FINES/LEASES</u>							
51-00-3500	WATER LEASE	22,164.80	.00	.00	.00	50,000	.0
	TOTAL FINES/LEASES	22,164.80	.00	.00	.00	50,000	.0
<u>MISCELLANEOUS</u>							
51-00-3601	INTEREST EARNED	6,056.76	13,818.16	878.08	4,652.47	70,000	6.7
51-00-3606	HAULED	7,782.31	8,847.45	10,770.09	12,205.89	65,000	18.8
51-00-3699	OTHER INCOME	100.00	100.00	.00	.00	1,000	.0
	TOTAL MISCELLANEOUS	13,939.07	22,765.61	11,648.17	16,858.36	136,000	12.4
<u>GRANTS</u>							
51-00-3720	CDPHE GRANTS	.00	.00	.00	.00	10,000	.0
	TOTAL GRANTS	.00	.00	.00	.00	10,000	.0
<u>SOURCE 38</u>							
51-00-3880	FEDERAL GRANT - ARPA	.00	.00	.00	.00	448,911	.0
51-00-3890	DOLA GRANT EIAF 9582-FED'L FDS	.00	.00	199,894.48	199,894.48	2,875,000	7.0
	TOTAL SOURCE 38	.00	.00	199,894.48	199,894.48	3,323,911	6.0
	TOTAL FUND REVENUE	323,633.63	296,845.82	470,355.31	509,783.13	5,463,979	9.3

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
51-00-4102 SALARIES	.00	7,928.00	6,991.89	11,075.09	104,339	10.6
51-00-4103 HOURLY	20,403.24	14,675.39	8,816.71	16,733.79	144,156	11.6
51-00-4104 OVERTIME	1,316.02	768.49	119.57	326.35	7,140	4.6
51-00-4105 HOLIDAY	80.00	274.80	109.20	327.60	1,020	32.1
51-00-4201 FICA	1,271.00	1,369.89	927.65	1,633.39	15,913	10.3
51-00-4202 MEDICARE	297.25	320.43	216.97	385.10	3,721	10.4
51-00-4203 HEALTH INS.	4,843.61	5,894.00	3,577.01	6,735.81	39,677	17.0
51-00-4204 LIFE INS.	26.25	29.76	15.75	31.50	173	18.2
51-00-4205 DEFERRED COMP	757.34	1,971.71	1,294.93	2,315.27	12,330	18.8
51-00-4206 UNEMPLOYMENT	43.63	47.34	32.09	56.98	294	19.4
51-00-4207 DISABILITY INSURANCE	229.14	258.90	183.11	120.58	1,373	8.8
51-00-4209 DENTAL INSURANCE	250.40	203.20	112.20	211.00	1,491	14.2
51-00-5000 PLANT OPERATIONS CONTRACTUAL	.00	.00	8,238.00	8,238.00	75,000	11.0
51-00-5101 LEGAL	880.66	346.34	.00	74.68	4,000	1.9
51-00-5102 AUDIT	.00	.00	.00	.00	2,825	.0
51-00-5103 DESIGN/ENGINEERING	666.00	456.00	.00	.00	5,000	.0
51-00-5104 FINANCIAL SERVICES	.00	3,934.75	.00	1,547.72	23,000	6.7
51-00-5106 IT CONSULTING	.00	.00	.00	.00	10,332	.0
51-00-5108 OTHER PROFESSIONAL FEES	6,449.40	3,381.97	1,991.06	3,527.39	30,000	11.8
51-00-5109 PROCESS CONTROL EQUIPMENT	.00	.00	.00	735.63	2,000	36.8
51-00-5201 LAB TESTS	1,875.20	463.50	1,025.00	1,267.10	5,500	23.0
51-00-5202 TRASH DISPOSAL	272.16	416.51	.00	258.06	3,000	8.6
51-00-5204 REPAIR/MAINT-PLANT	.00	509.50	5.99	127.01	5,400	2.4
51-00-5206 CH. CK. SAN DIST. MAINT FEE	.00	.00	.00	.00	3,000	.0
51-00-5207 REPAIR/MAINT.-SERVICES	.00	2,931.64	3,543.22	3,543.22	6,000	59.1
51-00-5208 REPAIR/MAINT. - INSTRUMENTS	.00	688.88	.00	1,062.22	2,500	42.5
51-00-5209 INSTRUMENT CALIBRATION	10,037.00	.00	.00	.00	20,000	.0
51-00-5212 TRAINING	85.00	2,824.98	.00	.00	3,000	.0
51-00-5213 MEDICAL	.00	.00	.00	.00	100	.0
51-00-5215 EMPLOYEE INCENTIVE	525.00	35.00	.00	5.00	300	1.7
51-00-5300 CIRSA W/C INSURANCE	806.28	947.70	.00	1,279.80	3,500	36.6
51-00-5301 CIRSA P/C INSURANCE	4,379.14	6,210.91	.00	11,203.80	18,000	62.2
51-00-5302 DISCHARGE PERMITS/LICENSES	.00	175.18	.00	.00	2,000	.0
51-00-5303 TELEPHONE	143.47	144.17	506.06	574.99	2,000	28.8
51-00-5304 DUES & PUBLICATIONS	450.00	412.00	.00	2,062.00	1,000	206.2
51-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	100	.0
51-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	16,476.00	.00	8,238.00	30,000	27.5
51-00-5310 POSTAGE	199.08	580.51	.00	320.31	1,500	21.4
51-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	500	.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	100	.0
51-00-5325 PRINTING	.00	959.22	.00	34.73	1,000	3.5
51-00-5330 COMMUNICATION EQUIPMENT	.00	.00	.00	.00	100	.0
51-00-5335 CELL/INTERNET SERVICE	1,381.86	1,337.20	107.86	215.70	8,000	2.7
51-00-6001 ELECTRICITY & GAS	19,595.60	22,196.24	7,001.13	16,159.10	85,000	19.0
51-00-6004 MATERIALS/SUPPLIES/PLANT	119.38	84.62	.00	.00	2,000	.0
51-00-6007 MATERIALS/SUPPLIES/EQUIP	.00	16.00	.00	.00	1,000	.0
51-00-6010 MATERIALS/SUPPLIES/OFFICE	.00	.00	79.30	142.28	1,000	14.2
51-00-6012 GAS/OIL-EQUIPMENT	.00	710.74	.00	.00	1,100	.0
51-00-6022 SAFETY ITEMS	.00	.00	.00	.00	800	.0
51-00-6025 TOOLS	.00	.00	.00	.00	200	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
51-00-6040 OCCUPATIONAL EQUIP/SAFETY	87.09	.00	.00	.00	500	.0
51-00-6150 FLEET REPAIR & MAINTENANCE	31.14	45.81	.00	14.37	1,000	1.4
51-00-6191 FLEET FUEL	724.90	368.39	.00	140.20	3,000	4.7
51-00-6192 FLEET TIRES	.00	.00	.00	.00	1,000	.0
51-00-6201 CHEMICALS-CHLORINE	2,798.54	2,004.72	.00	1,109.20	18,000	6.2
51-00-6207 CHEMICALS/LAB	280.03	307.72	.00	.00	2,000	.0
51-00-6210 CHEMICALS-MISC.	3,997.83	.00	5,684.16	5,684.16	8,000	71.1
51-00-6215 CHEMICALS - CITRIC ACID	.00	.00	.00	.00	2,000	.0
51-00-6216 CHEMICALS-SODIUM HYDROXIDE	.00	.00	.00	905.30	3,000	30.2
51-00-6500 MISCELLANEOUS EXPENSES	.00	.00	.00	431.00	0	.0
51-00-7010 OFFICE EQUIP/COMPUTERS	.00	2,475.00	.00	.00	2,000	.0
51-00-7011 COMPUTER SOFTWARE	.00	.00	.00	.00	54	.0
TOTAL OPERATIONAL EXPENDITURES	88,542.64	105,183.11	50,578.86	108,853.43	734,138	14.8

DISTRIBUTION EXPENDITURES

51-15-4102 SALARIES	7,760.04	6,033.60	1,553.70	4,661.10	38,465	12.1
51-15-4103 HOURLY	12,519.31	6,138.69	3,681.53	7,044.52	41,273	17.1
51-15-4104 OVERTIME	1,195.91	958.88	157.86	501.58	4,000	12.5
51-15-4201 FICA	1,307.76	789.48	322.69	731.26	5,037	14.5
51-15-4202 MEDICARE	305.87	184.66	75.48	171.04	1,178	14.5
51-15-4203 HEALTH INS.	1,427.01	1,498.61	850.50	1,701.00	10,205	16.7
51-15-4204 LIFE INS.	14.35	16.83	7.37	14.73	96	15.3
51-15-4205 DEFERRED COMP	197.60	1,003.11	384.58	911.50	6,515	14.0
51-15-4206 UNEMPLOYMENT	39.61	25.62	10.80	24.43	165	14.8
51-15-4207 DISABILITY INSURANCE	132.63	144.85	38.61	101.96	788	12.9
51-15-4209 DENTAL INSURANCE	56.20	56.20	29.10	58.20	352	16.5
51-15-5111 MAINTENANCE LEAK DETECTION	.00	.00	.00	.00	1,500	.0
51-15-5205 REPAIR/MAINT-DISTRIBUTION	.00	75.64	.00	.00	3,000	.0
51-15-5206 REPAIR/MAINT HYDRANTS	.00	.00	.00	.00	2,000	.0
51-15-5212 TRAINING	.00	.00	.00	.00	350	.0
51-15-5309 CONTRACT EQUIPMENT	2,599.20	.00	.00	.00	0	.0
51-15-6003 MATERIALS/SUPPLIES/RESERVOIR	.00	.00	.00	.00	3,000	.0
51-15-6005 MATERIALS/SUPPLIES/DISTRIB.	469.78	.00	.00	162.86	6,000	2.7
51-15-6006 MATERIALS/SUPPLIES/HYDRANT	.00	.00	.00	.00	3,000	.0
51-15-6022 SAFETY ITEMS	120.00	.00	.00	.00	500	.0
51-15-6025 TOOLS	.00	.00	.00	.00	500	.0
51-15-6150 FLEET REPAIR & MAINTENANCE	.00	.00	.00	.00	10,000	.0
51-15-7006 METERS/ANTENNA READ BOX	6,128.06	3,702.40	.00	.00	0	.0
TOTAL DISTRIBUTION EXPENDITURES	34,273.33	20,628.57	7,112.22	16,084.18	137,924	11.7

DEPARTMENT 72

51-72-7310 WTP UPGRADES	.00	97,157.48	238,765.30	238,765.30	150,000	159.2
51-72-7320 WATER DISTRIBUTION PROJECTS	11,123.11	80,751.55	1,251.74	366,509.64	5,500,000	6.7
TOTAL DEPARTMENT 72	11,123.11	177,909.03	240,017.04	605,274.94	5,650,000	10.7

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
51-79-8140	2004 CWCB NOTE--PRINCIPAL	47,164.00	49,576.09	.00	.00	52,112	.0
51-79-8141	2004 CWCB NOTE--INTEREST	29,409.25	26,997.16	.00	.00	24,461	.0
TOTAL DEBT SERVICE		76,573.25	76,573.25	.00	.00	76,573	.0
TOTAL FUND EXPENDITURES		210,512.33	380,293.96	297,708.12	730,212.55	6,598,635	11.1
NET REVENUE OVER EXPENDITURES		113,121.30	83,448.14-	172,647.19	(220,429.42)	1,134,656-	(19.4)

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

WASTEWATER FUND

ASSETS

52-00-1000	CASH - COMBINED FUND	747,616.77	
52-00-1161	UTILITY ACCOUNTS RECEIVABLE	353,644.39	
52-00-1165	OTHER RECEIVABLES	71,606.45	
52-00-1190	PREPAID EXPENSES	1,812.87	
52-00-1300	LEASE ASSET - SCADA	42,245.41	
52-00-1310	ACCUMULATED DEPRECIATION-LEASE	(37,551.48)	
52-00-1350	CONSTRUCTION IN PROGRESS	13,792.25	
52-00-1610	LAND VALUE	616,889.16	
52-00-1630	IMPROVEMENTS OTHER THAN BLDGS	20,023,507.66	
52-00-1631	ACCUMULATED DEPRECIATION	(7,982,778.66)	
52-00-1640	MACHINERY & EQUIPMENT	390,084.53	
	TOTAL ASSETS		14,240,869.35

LIABILITIES AND EQUITY

LIABILITIES

52-00-2010	ACCR'D COMP'D ABS-LT	23,122.68	
52-00-2011	ACCR'D COMP'D ABS-CURR PORTION	2,569.19	
52-00-2015	ACCRUED PAYROLL PAYABLE	2,154.27	
52-00-2020	ACCOUNTS PAYABLE	260,674.83	
52-00-2143	LEASE LIABILITY	4,835.79	
52-00-2276	2019 STX IMPVT ADV--LT PORTION	443,390.40	
52-00-2530	2019 CWRPDA LOAN	2,467,293.00	
52-00-2531	2019 CWRPDA LOAN--CURR PORTION	96,525.15	
52-00-2532	2019 CWRPDA ACCR'D INT PAY	2,136.52	
52-00-2550	2020 CWRPDA LOAN--LT	2,611,900.27	
52-00-2551	2020 CWRPDA LOAN--CURR PORTION	95,804.82	
52-00-2552	2020 CWRPDA ACCR'D INT PAY	2,256.42	
	TOTAL LIABILITIES		6,012,663.34

FUND EQUITY

52-00-2600	FUND BALANCE	6,934,104.76	
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	(106,078.05)	
	BALANCE - CURRENT DATE	704,180.25	
	TOTAL FUND EQUITY		8,228,206.01
	TOTAL LIABILITIES AND EQUITY		14,240,869.35

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CARRY OVER</u>						
52-00-3130 SALES TAXES	60,000.00	68,064.66	40,824.31	71,606.44	511,875	14.0
TOTAL CARRY OVER	60,000.00	68,064.66	40,824.31	71,606.44	511,875	14.0
<u>CHARGES FOR SERVICES</u>						
52-00-3411 USER FEES	237,329.24	158,848.19	221,012.81	221,641.36	1,210,279	18.3
52-00-3415 LATE CHARGES	3,436.15	.00	3,214.69	3,057.92	11,000	27.8
52-00-3421 SERVICE	.00	.00	(350.21)	(350.21)	0	.0
52-00-3422 TAP FEES	.00	.00	.00	.00	20,000	.0
TOTAL CHARGES FOR SERVICES	240,765.39	158,848.19	223,877.29	224,349.07	1,241,279	18.1
<u>MISCELLANEOUS</u>						
52-00-3601 INTEREST EARNED	4,989.17	9,899.19	1,765.79	4,526.64	50,000	9.1
52-00-3699 OTHER INCOME	300.00	200.00	100.00	200.00	6,000	3.3
TOTAL MISCELLANEOUS	5,289.17	10,099.19	1,865.79	4,726.64	56,000	8.4
<u>SOURCE 37</u>						
52-00-3720 CDPHE GRANTS	.00	.00	.00	.00	10,000	.0
TOTAL SOURCE 37	.00	.00	.00	.00	10,000	.0
<u>SOURCE 38</u>						
52-00-3890 DOLA GRANT	.00	.00	.00	.00	875,000	.0
TOTAL SOURCE 38	.00	.00	.00	.00	875,000	.0
TOTAL FUND REVENUE	306,054.56	237,012.04	266,567.39	300,682.15	2,694,154	11.2

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>OPERATIONAL EXPENDITURES</u>						
52-00-4102 SALARIES	.00	7,928.00	6,991.89	11,075.09	106,245	10.4
52-00-4103 HOURLY	20,403.16	14,675.31	8,816.69	16,733.75	146,752	11.4
52-00-4104 OVERTIME	1,316.02	768.45	119.55	326.32	6,630	4.9
52-00-4105 HOLIDAY	80.00	274.80	109.20	327.60	842	38.9
52-00-4201 FICA	1,270.94	1,369.78	927.58	1,633.27	16,149	10.1
52-00-4202 MEDICARE	297.19	320.28	216.91	384.97	3,777	10.2
52-00-4203 HEALTH INSURANCE	4,843.58	5,894.01	3,576.99	6,735.79	39,677	17.0
52-00-4204 LIFE INS.	26.25	29.74	15.75	31.50	173	18.2
52-00-4205 DEFERRED COMP	757.31	1,971.68	1,294.92	2,315.25	12,330	18.8
52-00-4206 UNEMPLOYMENT	43.57	47.22	32.04	56.87	294	19.3
52-00-4207 DISABILITY INSURANCE	229.11	258.85	183.07	120.52	1,373	8.8
52-00-4209 DENTAL INSURANCE	250.40	203.20	112.20	211.00	1,491	14.2
52-00-5000 PLANT OPERATIONS CONTRACTUAL	1,141.00	1,489.62	1,697.00	1,697.00	42,000	4.0
52-00-5101 LEGAL	.00	.00	.00	.00	1,000	.0
52-00-5102 AUDIT	.00	.00	.00	.00	2,550	.0
52-00-5103 DESIGN/ENGINEERING	.00	.00	.00	.00	2,000	.0
52-00-5104 FINANCIAL SERVICES	9,979.99	3,478.74	.00	806.71	13,000	6.2
52-00-5106 IT CONSULTING	.00	.00	.00	.00	10,332	.0
52-00-5108 OTHER PROFESSIONAL FEES	1,699.90	3,381.98	2,702.16	5,018.26	33,000	15.2
52-00-5109 PROCESS CONTROL EQUIPMENT	3,287.82	.00	.00	735.63	2,000	36.8
52-00-5201 LAB TESTS	4,615.50	1,448.10	392.40	1,128.61	10,000	11.3
52-00-5202 DISPOSAL-TRASH	906.00	906.00	453.00	1,164.06	6,000	19.4
52-00-5204 REPAIR/MAINT.-PLANT	5,428.26	29.77	85.72	193.33	15,000	1.3
52-00-5206 CH. CREEK SAN DIST MAINT FEE	324.00	671.00	197.00	697.00	0	.0
52-00-5207 REPAIR/MAINT-SERVICES	.00	3,340.22	5,293.50	5,293.50	5,500	96.3
52-00-5208 REPAIR MAINT - INSTRUMENTS	.00	3,502.18	.00	5,120.91	5,500	93.1
52-00-5209 INSTRUMENT CALIBRATION	22,014.00	21,849.25	.00	24,330.00	33,000	73.7
52-00-5212 TRAINING	1,004.48	2,345.00	.00	.00	4,000	.0
52-00-5215 EMPLOYEE INCENTIVE	525.00	35.00	.00	.00	500	.0
52-00-5250 SLUDGE REMOVAL	5,826.74	5,398.50	2,723.00	2,723.00	45,000	6.1
52-00-5300 CIRSA W/C INSURANCE	806.28	947.70	.00	1,279.80	5,000	25.6
52-00-5301 CIRSA P/C INSURANCE	4,379.14	6,210.91	.00	11,203.80	22,000	50.9
52-00-5302 DISCHARGE PERMITS/LICENSES	.00	.00	.00	.00	15,000	.0
52-00-5303 TELEPHONE	143.47	144.19	337.82	756.04	1,200	63.0
52-00-5305 TRAVEL & MEALS	.00	.00	.00	.00	150	.0
52-00-5309 CONTRACT OFFICE EQUIPMENT	3,240.00	3,240.00	.00	1,620.00	20,000	8.1
52-00-5310 POSTAGE & SHIPPING	199.08	580.51	.00	320.31	2,000	16.0
52-00-5312 LEGAL PUBLICATIONS	.00	.00	.00	.00	300	.0
52-00-5314 INSURANCE CLAIMS	.00	.00	.00	.00	2,000	.0
52-00-5316 RECORDING DOCUMENTS	.00	.00	.00	.00	300	.0
52-00-5325 PRINTING	.00	.00	.00	34.73	1,200	2.9
52-00-5335 CELL/INTERNET SERVICE	5,571.29	2,846.43	2,527.08	5,335.61	35,000	15.2
52-00-5390 UCCWA	.00	.00	.00	.00	2,062	.0
52-00-6001 UTILITIES	59,870.66	15,931.50	8,394.93	25,636.24	200,000	12.8
52-00-6004 MATERIALS/SUPPLIES/PLANT	1,212.88	1,833.70	.00	253.34	4,200	6.0
52-00-6007 MATERIALS/SUPPLIES/EQUIP	213.32	.00	.00	.00	3,000	.0
52-00-6010 MATERIALS/SUPPLIES/OFFICE	716.52	72.53	65.33	65.33	1,000	6.5
52-00-6012 GAS/OIL-EQUIPMENT	130.56	1,595.40	.00	.00	2,500	.0
52-00-6022 SAFETY ITEMS	.00	.00	.00	.00	900	.0
52-00-6025 TOOLS	.00	.00	.00	.00	500	.0
52-00-6030 UNIFORMS	.00	.00	.00	.00	200	.0
52-00-6040 OCCUPATIONAL EQUIP/SAFETY	174.21	.00	.00	.00	500	.0

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
52-00-6150 FLEET MAINT	.00	45.82	.00	58.94	1,000	5.9
52-00-6191 FLEET FUEL	724.89	368.39	.00	140.21	2,000	7.0
52-00-6192 FLEET TIRES	.00	.00	.00	.00	1,500	.0
52-00-6193 FLEET SUPPLIES	.00	5.99	.00	.00	250	.0
52-00-6201 CHEMICALS-CHLORINE	.00	.00	.00	.00	200	.0
52-00-6205 CHEMICALS-SULFUR DIOXIDE	.00	.00	.00	.00	350	.0
52-00-6206 CHEMICALS-POLYMER	.00	.00	.00	.00	22,000	.0
52-00-6207 CHEMICALS/LAB	6,643.91	863.10	418.95	659.65	5,000	13.2
52-00-6210 CHEMICALS-MISC.	.00	4,342.61	.00	.00	20,000	.0
52-00-6500 MISCELLANEOUS EXPENSES	.00	.00	.00	475.00	0	.0
52-00-7010 OFFICE EQUIP/COMPUTER	.00	2,475.00	.00	.00	1,000	.0
52-00-7011 COMPUTER SOFTWARE	.00	.00	.00	.00	50	.0
TOTAL OPERATIONAL EXPENDITURES	170,296.43	123,120.46	47,684.68	136,698.94	938,477	14.6

COLLECTIONS EXPENDITURES

52-16-4102 SALARIES	7,760.04	6,033.60	1,553.70	4,661.10	38,465	12.1
52-16-4103 HOURLY	12,519.31	6,138.66	3,681.52	7,044.51	41,273	17.1
52-16-4104 OVERTIME	1,195.88	958.86	157.86	501.57	4,000	12.5
52-16-4201 FICA	1,307.69	789.44	322.69	731.23	5,036	14.5
52-16-4202 MEDICARE	305.83	184.64	75.45	170.98	1,178	14.5
52-16-4203 HEALTH INSURANCE	1,427.00	1,498.59	850.50	1,701.00	10,205	16.7
52-16-4204 LIFE INS.	14.35	16.77	7.33	14.67	96	15.3
52-16-4205 DEFERRED COMP	197.60	1,003.09	384.58	911.49	6,515	14.0
52-16-4206 UNEMPLOYMENT	39.47	25.54	10.77	24.37	165	14.8
52-16-4207 DISABILITY INSURANCE	132.63	144.80	38.59	101.92	788	12.9
52-16-4209 DENTAL INSURANCE	56.20	56.20	29.10	58.20	352	16.5
52-16-5205 REPAIR/MAINT.-COLLECTION	.00	.00	.00	.00	2,500	.0
52-16-5212 TRAINING	.00	.00	.00	.00	500	.0
52-16-6005 MATERIALS/SUPPLIES/COLLECTION	469.78	.00	.00	.00	5,000	.0
52-16-6022 SAFETY ITEMS	119.99	.00	.00	.00	750	.0
52-16-6025 TOOLS	.00	.00	.00	.00	1,000	.0
52-16-6191 FLEET FUEL	50.98	.00	.00	.00	0	.0
52-16-7007 EQUIPMENT PURCHASE	.00	.00	.00	.00	1,000	.0
TOTAL COLLECTIONS EXPENDITURES	25,596.75	16,850.19	7,112.09	15,921.04	118,823	13.4

DEPARTMENT 72

52-72-7310 WWTP UPGRADES	.00	.00	13,377.95	13,400.93	200,000	6.7
52-72-7320 WW COLLECTION PROJECTS	.00	.00	238,765.29	240,739.29	2,500,000	9.6
TOTAL DEPARTMENT 72	.00	.00	252,143.24	254,140.22	2,700,000	9.4

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>DEBT SERVICE</u>							
52-79-8101	2020 CWRPDA--PRINCIPAL	.00	.00	.00	.00	95,805	.0
52-79-8102	2020 CWRPDA--INTEREST	.00	.00	.00	.00	13,419	.0
52-79-8109	2019 CWRPDA--PRINCIPAL	.00	.00	.00	.00	96,525	.0
52-79-8110	2019 CWRPDA--INTEREST	.00	.00	.00	.00	12,699	.0
	TOTAL DEBT SERVICE	.00	.00	.00	.00	218,448	.0
	TOTAL FUND EXPENDITURES	195,893.18	139,970.65	306,940.01	406,760.20	3,975,748	10.2
	NET REVENUE OVER EXPENDITURES	110,161.38	97,041.39	(40,372.62)	(106,078.05)	1,281,594-	(8.3)

CITY OF IDAHO SPRINGS
BALANCE SHEET
FEBRUARY 28, 2025

PARKING ENTERPRISE FUND

ASSETS

59-00-1000	CASH - COMBINED FUND	1,049,757.40	
59-00-1165	OTHER RECEIVABLES	34,938.31	
59-00-1178	CASH CLEARING - ACCTS REC.	166.67	
59-00-1350	CONSTRUCTION IN PROGRESS	327,486.40	
59-00-1610	LAND	914,000.00	
TOTAL ASSETS			2,326,348.78

LIABILITIES AND EQUITY

LIABILITIES

59-00-2010	ACCR'D COMP ABS--LT	2,374.44	
59-00-2011	ACCR'D COMP ABS--CURRENT	263.83	
59-00-2020	ACCOUNTS PAYABLE	251,562.50	
59-00-2140	ACCRUED INTEREST	25,706.25	
59-00-2560	LEASE PURCH PAY--1856 COLO-LT	416,666.67	
59-00-2561	LEASE PURCH PAY-1856 COLO-CURR	239,583.33	
59-00-2565	LEASE PURCH PAY-HARMON PROP-LT	18,571.43	
59-00-2566	LEASE PURCH PAY--HARMON--CURR	10,678.57	
TOTAL LIABILITIES			965,407.02

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
59-00-2900	RETAINED EARNINGS	1,570,998.41	
	REVENUE OVER EXPENDITURES - YTD	(210,056.65)	
BALANCE - CURRENT DATE		1,360,941.76	
TOTAL FUND EQUITY			1,360,941.76
TOTAL LIABILITIES AND EQUITY			2,326,348.78

CITY OF IDAHO SPRINGS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

PARKING ENTERPRISE FUND

		YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
59-00-3135	BOND PROCEEDS	.00	.00	.00	.00	580,000	.0
	TOTAL SOURCE 31	.00	.00	.00	.00	580,000	.0
	<u>CHARGES FOR SERVICES</u>						
59-00-3491	PARKING FEES	49,426.24	72,400.55	30,065.70	65,004.01	25,000	260.0
	TOTAL CHARGES FOR SERVICES	49,426.24	72,400.55	30,065.70	65,004.01	25,000	260.0
	<u>MISCELLANEOUS</u>						
59-00-3601	INTEREST EARNED	1,227.45	3,763.72	2,479.41	6,381.31	0	.0
	TOTAL MISCELLANEOUS	1,227.45	3,763.72	2,479.41	6,381.31	0	.0
	<u>SOURCE 37</u>						
59-00-3790	CDOT CONTRIBUTION	.00	.00	.00	.00	3,235,200	.0
	TOTAL SOURCE 37	.00	.00	.00	.00	3,235,200	.0
	<u>SOURCE 38</u>						
59-00-3891	P.I.L.O. CONSTRUCTION	.00	166.67	166.67	333.34	833	40.0
	TOTAL SOURCE 38	.00	166.67	166.67	333.34	833	40.0
	TOTAL FUND REVENUE	50,653.69	76,330.94	32,711.78	71,718.66	3,841,033	1.9

CITY OF IDAHO SPRINGS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

PARKING ENTERPRISE FUND

	YTD ACTUAL 2023-	YTD ACTUAL 2024-	PERIOD ACTU	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL EXPENSES</u>						
59-70-4102 SALARIES	.00	.00	2,138.34	2,138.34	48,552	4.4
59-70-4103 ADMINISTRATIVE HOURLY	.00	.00	701.36	701.36	20,578	3.4
59-70-4201 FICA	.00	.00	168.09	168.09	0	.0
59-70-4202 MEDICARE	.00	.00	39.31	39.31	0	.0
59-70-4205 RETIREMENT	.00	.00	111.59	111.59	0	.0
59-70-4206 UNEMPLOYMENT INS.	.00	.00	5.72	5.72	0	.0
59-70-4207 DISABILITY INSURANCE	.00	.00	48.40	48.40	0	.0
59-70-5102 AUDIT	.00	.00	.00	.00	204	.0
59-70-5104 FINANCIAL SERVICES	.00	.00	.00	.00	1,260	.0
59-70-5108 DESIGN/ENGINEERING	19,597.42	6,500.00	.00	27,000.00	3,129,000	.9
59-70-7901 CAPITAL PROJECTS	.00	.00	251,562.50	251,562.50	200,000	125.8
TOTAL CAPITAL EXPENSES	19,597.42	6,500.00	254,775.31	281,775.31	3,399,594	8.3
TOTAL FUND EXPENDITURES	19,597.42	6,500.00	254,775.31	281,775.31	3,399,594	8.3
NET REVENUE OVER EXPENDITURES	31,056.27	69,830.94	(222,063.53)	(210,056.65)	441,439	(47.6)

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No 12, Series 2025

A RESOLUTION APPROVING AN ACCESS EASEMENT AGREEMENT BETWEEN THE CITY AND YOUNG RANCH, LLC CONCERNING CITY USE OF AN EXISTING RANCH ROAD TO ACCESS VIRGINIA CANYON MOUNTAIN PARK FOR LIMITED (NON-PUBLIC ACCESS) PURPOSES

WHEREAS, Young Ranch, LLC (“Young Ranch”) is the owner of certain real property located east and adjacent to the City park known as Virginia Canyon Mountain Park (“VCMP”); and

WHEREAS, as a part of the consideration of a land exchange between Young Ranch and the City of Idaho Springs, Colorado (“City”) approved by City electors on November 5, 2024, Young Ranch agreed to provide the City with access across its property to the VCMP by an existing ranch road and for certain limited purposes; and

WHEREAS, the City and Young Ranch have agreed upon the specific terms and conditions of such negotiated access agreement as set forth in a proposed easement agreement document; and

WHEREAS, the Idaho Springs City Council finds that securing access to the VCMP through the Young Ranch property for the limited purposes of park maintenance and emergency response is of considerable valuable to the City and would benefit all users of the park; and

WHEREAS, the City Council therefore wishes to approve the access easement agreement.

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

The City Council hereby approves the Access Easement Agreement by and between the City and Young Ranch, LLC, a copy of which is attached to this Resolution, and authorizes the Mayor and City Clerk to execute the same and to perform such other acts as are necessary to accomplish its effectiveness.

RESOLVED, APPROVED, and ADOPTED this 24th day of March, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made and entered into on _____, 2025, by and between **Young Ranch, LLC**, a Colorado limited liability company, (“Grantor”), and the **City of Idaho Springs, Colorado**, a Colorado municipal corporation and statutory city (“Grantee”).

RECITALS

- A. Grantor is the fee owner of record of the real property shown and depicted as Young Ranch LLC Property on the illustration attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”).
- B. Grantee is the fee owner of record of certain property known as Virginia Canyon Mountain Park that is adjacent to the Property, also as shown on **Exhibit A** (the “Park”).
- C. As part of the consideration of a land exchange between the parties, as approved by City of Idaho Springs electors on November 5, 2024, Grantor agreed to provide the City with limited access across the Property through the use of an existing approximately twelve (12) foot wide ranch road (the “Ranch Road”) to the Park on certain terms and conditions.
- D. The Ranch Road is currently a primitive, minimally maintained road and may not be suitable for full-sized motor vehicle use.
- E. The Ranch Road is a gated and locked private road with no public access. Ranch gates are kept in the closed position and locked at all times when not in an open position for immediate access. Additionally, the Property is part of a working ranch and is utilized for, among other things, big game hunting and grazing livestock.
- F. Accordingly, Grantor has agreed to convey an access easement to the Grantee to use the Ranch Road to access the Park, subject to the terms and conditions described in this Agreement.
- G. Grantee wishes to accept such easement, 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 by reference.
2. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys to Grantee a non-exclusive access easement on, over, across, and through the Property, via the Ranch Road, for such period of time that the Park is owned and operated as a public park by the City of Idaho Springs, in the location depicted and described on Exhibit B, attached hereto and incorporated herein by reference (“Easement”) for the following purposes only: (a) emergency and first responder access to the Park during an ongoing emergency situation. Emergency responders are allowed use of the Property lying between the Park and the Ranch Road during active emergencies; and (b) access to the Park by City employees, officials and authorized agents for trail and Park construction, maintenance, upkeep and similar City functions for up to seven (7) separate days of access per year after a minimum of 24 hours’ notice to the Grantor. Additional days of access may be requested by Grantee in writing, and Grantor will consider such requests on a case by case basis, but has no obligation to approve any such additional days of access. Motorized vehicle use is limited to the Ranch Road or via Grantor-approved trail connections between the Ranch Road and the Park (collectively, the “Easement Activities”).
3. No warranty of suitability. 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.
4. Easement Activities. The Easement may be used by Grantee and its employees, officials and authorized agents (“Grantee Parties”) and by authorized emergency and first responders solely for the Easement Activities. Grantee Parties and authorized emergency and first responders are authorized to use motorized vehicles and equipment on, in and through the Easement during authorized Easement Activities. 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. No storage of any construction material, maintenance equipment, or other items is allowed on the Property or within the Easement without prior written permission. Any material modification to the Ranch Road must be approved by Grantor prior to such modification. No non-emergency Easement Activities are allowed during periods of time when the Park is closed due to Wildlife considerations without Grantor’s prior written approval. Nothing herein shall be construed to allow any public use of the Ranch Road or any portion of the Property for any reason beyond the Easement Activities as defined herein, without express written permission.
5. 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.
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 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.
 - (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. 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 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.
10. Recording. This Agreement shall be recorded by the Grantee.
11. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

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

GRANTOR:
YOUNG RANCH, LLC, a Colorado limited liability company

By:_____

Print Name:_____

Title:_____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Robert L. Young, Jr., as Manager of Young Ranch, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year herein above written.

(SEAL)

Notary Public

GRANTEE:
CITY OF IDAHO SPRINGS, COLORADO

ATTEST:

By:_____
Diane Breece, City Clerk

By:_____
Chuck Harmon, Mayor

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Chuck Harmon, as Mayor, and Diane Breece, as City Clerk, of the City of Idaho Springs, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year herein above written.

(SEAL)

Notary Public

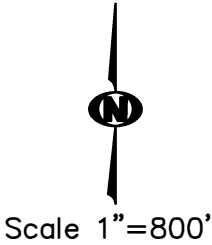
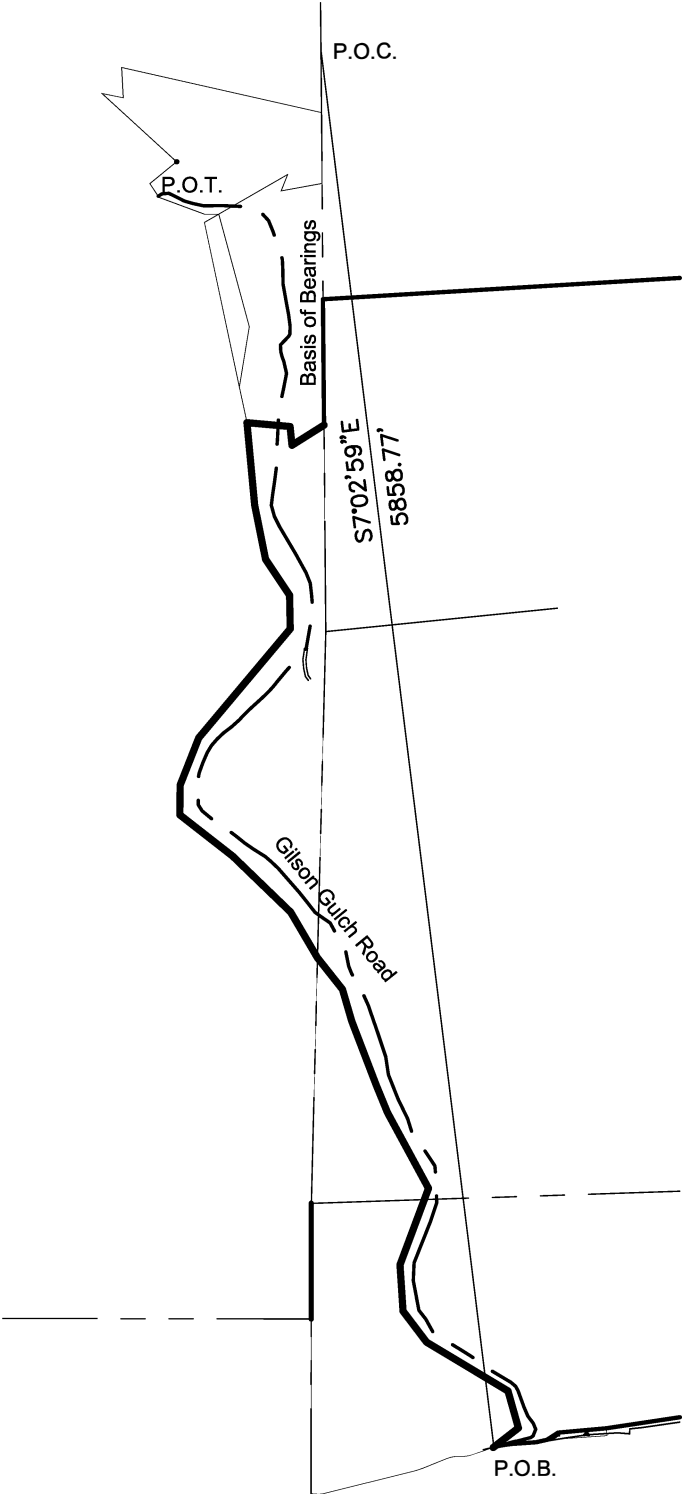
Exhibit A

[Illustration of both properties in the vicinity of the easement area]



Exhibit B

[Continues on Next Page]



His Consultants, Inc.

Lakewood, Colorado
720-273-9940

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

DATE: 3/6/25

Commencing at the East 1/4 corner of said Section 25, T3S, R73W, being a found BLM Brass Cap from whence the Southwest corner of Section 30, T3S, R72W being a found BLM Brass Cap, bears S 0°28'16" E, a distance of 2,419.64 feet, said line forming the Basis of Bearing for this description; thence S 7°02'59" E a distance of 5858.77 feet to the Point of Beginning.

Thence along the following 121 courses and along the approximate centerline of a 12 foot wide unimproved dirt road known as the Gilson Gulch Road.

1. N 54° 40' 22" E a distance of 12.40 feet;
2. N 21° 30' 27" E a distance of 29.41 feet;
3. N 22° 11' 44" W a distance of 26.65 feet;
4. N 36° 43' 24" W a distance of 37.73 feet;
5. N 23° 21' 23" W a distance of 40.56 feet;
6. N 19° 56' 04" W a distance of 72.27 feet;
7. N 28° 31' 32" W a distance of 21.02 feet;
8. N 50° 14' 18" W a distance of 27.06 feet;
9. N 59° 13' 06" W a distance of 61.66 feet;
10. N 58° 37' 52" W a distance of 72.38 feet;
11. N 52° 12' 03" W a distance of 62.93 feet;
12. N 58° 12' 24" W a distance of 52.99 feet;
13. N 57° 32' 33" W a distance of 51.45 feet;
14. N 61° 18' 51" W a distance of 50.90 feet;
15. N 54° 28' 29" W a distance of 30.07 feet;
16. N 28° 39' 50" W a distance of 65.26 feet;
17. N 37° 42' 01" W a distance of 46.48 feet;
18. N 10° 56' 04" W a distance of 124.65 feet;
19. N 02° 50' 35" E a distance of 74.25 feet;
20. N 21° 33' 25" E a distance of 188.01 feet;
21. N 18° 10' 57" E a distance of 79.37 feet;
22. N 01° 36' 26" W a distance of 33.05 feet;
23. N 02° 50' 24" W a distance of 85.94 feet;
24. N 03° 44' 01" W a distance of 34.48 feet;
25. N 33° 47' 48" W a distance of 71.01 feet;
26. N 35° 11' 07" W a distance of 97.21 feet;
27. N 17° 07' 24" W a distance of 59.91 feet;
28. N 25° 44' 00" W a distance of 92.33 feet;
29. N 21° 52' 30" W a distance of 108.37 feet;
30. N 08° 35' 47" W a distance of 75.69 feet;
31. N 18° 22' 37" W a distance of 109.91 feet;
32. N 18° 41' 40" W a distance of 70.95 feet;
33. N 19° 04' 42" W a distance of 43.98 feet;
34. N 24° 30' 55" W a distance of 54.47 feet;
35. N 24° 41' 25" W a distance of 49.49 feet;
36. N 36° 16' 27" W a distance of 34.71 feet;
37. N 28° 48' 15" W a distance of 11.27 feet;
38. N 21° 54' 31" W a distance of 34.17 feet;
39. N 11° 06' 07" W a distance of 54.04 feet;
40. N 14° 40' 48" W a distance of 24.06 feet;
41. N 31° 20' 29" W a distance of 48.20 feet;
42. N 30° 17' 30" W a distance of 38.94 feet;
43. N 28° 43' 17" W a distance of 33.27 feet;
44. N 55° 28' 37" W a distance of 47.12 feet;
45. N 53° 47' 51" W a distance of 29.81 feet;
46. N 37° 39' 52" W a distance of 46.50 feet;
47. N 38° 18' 59" W a distance of 57.83 feet;
48. N 41° 22' 26" W a distance of 133.90 feet;

continued on sheet 3

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

DATE: 3/6/25

49. N 46° 41' 04" W a distance of 39.18 feet;
50. N 48° 11' 13" W a distance of 33.47 feet;
51. N 57° 41' 23" W a distance of 57.81 feet;
52. N 55° 38' 52" W a distance of 44.41 feet;
53. N 51° 23' 12" W a distance of 48.23 feet;
54. N 52° 42' 29" W a distance of 55.94 feet;
55. N 59° 54' 03" W a distance of 41.54 feet;
56. N 50° 18' 31" W a distance of 77.63 feet;
57. N 32° 41' 19" W a distance of 30.44 feet;
58. N 00° 17' 49" E a distance of 44.97 feet ;
59. N 02° 00' 42" W a distance of 58.02 feet;
60. N 11° 27' 08" E a distance of 28.66 feet ;
61. N 19° 03' 32" E a distance of 45.25 feet ;
62. N 23° 45' 59" E a distance of 47.61 feet ;
63. N 30° 34' 40" E a distance of 34.77 feet ;
64. N 40° 39' 53" E a distance of 35.56 feet ;
65. N 47° 18' 20" E a distance of 36.61 feet;
66. N 52° 25' 40" E a distance of 41.99 feet;
67. N 47° 44' 21" E a distance of 44.83 feet;
68. N 45° 15' 26" E a distance of 43.82 feet;
69. N 44° 22' 51" E a distance of 46.81 feet;
70. N 49° 36' 02" E a distance of 47.93 feet;
71. N 43° 27' 05" E a distance of 47.66 feet;
72. N 39° 46' 38" E a distance of 33.04 feet;
73. N 39° 53' 40" E a distance of 62.00 feet;
74. N 42° 38' 20" E a distance of 62.72 feet;
75. N 39° 39' 20" E a distance of 63.61 feet;
76. N 10° 03' 58" E a distance of 121.21 feet;
77. N 03° 59' 50" E a distance of 65.17 feet;
78. N 05° 19' 35" W a distance of 38.23 feet;
79. N 06° 37' 45" W a distance of 47.69 feet;
80. N 21° 23' 21" W a distance of 46.60 feet;
81. N 29° 01' 26" W a distance of 89.54 feet;
82. N 30° 29' 02" W a distance of 132.25 feet;
83. N 26° 40' 40" W a distance of 47.79 feet;
84. N 15° 47' 06" W a distance of 47.78 feet;
85. N 07° 29' 45" E a distance of 44.05 feet;
86. N 07° 53' 48" E a distance of 60.05 feet;
87. N 07° 30' 42" E a distance of 54.70 feet;
88. N 00° 06' 03" W a distance of 39.82 feet;
89. N 03° 28' 35" E a distance of 74.82 feet;
90. N 02° 49' 54" E a distance of 89.81 feet;
91. N 03° 41' 34" E a distance of 23.30 feet;
92. N 10° 00' 44" E a distance of 53.73 feet;
93. N 12° 08' 29" E a distance of 51.48 feet;
94. N 10° 46' 11" E a distance of 62.25 feet;
95. N 12° 44' 47" W a distance of 51.10 feet;
96. N 19° 08' 17" W a distance of 21.55 feet;
97. N 13° 59' 47" W a distance of 20.93 feet;
continued at right

98. N 03° 40' 45" W a distance of 28.19 feet;
99. N 43° 48' 00" E a distance of 49.72 feet;
100. N 26° 56' 48" E a distance of 10.68 feet;
101. N 01° 12' 17" E a distance of 33.45 feet;
102. N 06° 57' 01" W a distance of 46.88 feet;
103. N 10° 45' 11" W a distance of 51.26 feet;
104. N 09° 49' 29" W a distance of 79.85 feet;
105. N 00° 36' 46" W a distance of 54.91 feet;
106. N 02° 55' 09" W a distance of 45.99 feet;
107. N 16° 00' 42" W a distance of 45.78 feet;
108. N 19° 54' 07" W a distance of 73.09 feet;
109. N 22° 01' 48" W a distance of 53.63 feet;
110. N 41° 55' 12" W a distance of 34.15 feet;
111. N 58° 35' 08" W a distance of 45.49 feet;
112. N 72° 15' 36" W a distance of 19.25 feet;
113. N 83° 25' 23" W a distance of 38.67 feet;
114. N 87° 41' 37" W a distance of 72.24 feet;
115. S 89° 45' 10" W a distance of 79.79 feet;
116. N 78° 09' 46" W a distance of 45.12 feet;
117. N 74° 06' 31" W a distance of 38.22 feet;
118. N 62° 44' 11" W a distance of 33.61 feet;
119. N 63° 57' 09" W a distance of 37.69 feet;
120. S 85° 22' 51" W a distance of 28.77 feet
to the Point of Terminus.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

DATE: 3/6/25

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 13, Series 2025

A RESOLUTION ADOPTING A REVISED GENERAL FUND APPROPRIATION AND BUDGET FOR FISCAL YEAR 2024 FOR THE CITY OF IDAHO SPRINGS TO REFLECT UNANTICIPATED EXPENSES AND YEAR-END ADJUSTMENTS WITHIN THE GENERAL FUND DURING SUCH YEAR

WHEREAS, pursuant to the Local Government Budget Law of Colorado, C.R.S. § 29-1-101 *et seq.*, specifically Section 29-1-109, C.R.S., if after the adoption of the budget a municipal governing body determines it necessary to adopt a revised appropriation and budget, the governing body may adopt such revisions by resolution or ordinance; and

WHEREAS, in budget year 2024, the City of Idaho Springs General Fund experienced unanticipated expenditures for building inspections and plan reviews due to increased development projects; and

WHEREAS, the increased building inspection and development plan review expenses were offset by increases in the building inspection and plan review fees charged for these services; and

WHEREAS, as a result, the Idaho Springs City Council (“Council”) finds it necessary to adopt a revised General Fund appropriation for the 2024 budget year and associated resulting revised Budget; and

WHEREAS, in accordance with C.R.S. § 29-1-109, the Council considered this Resolution after the conclusion of a public hearing conducted thereon on the 24th day of March, 2025, after notice of the same had been given in accordance with C.R.S. § 29-1-106 and at which all interested persons were given the opportunity to be heard; and

WHEREAS, the Council now desires to approve the 2024 budget year revised General Fund appropriation and resulting revised 2024 City budget, all as further set forth herein.

NOW THEREFORE, BE IT RESOLVED by the City Council if the City of Idaho Springs, Colorado, that:

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

Section 2. The appropriation from the General Fund for the 2024 budget year for the City of Idaho Springs is hereby increased by \$134,400.00, from \$4,232,605.00 to \$4,367,005.00 for the purpose of:

Increasing the Contractual Operations Budget in the Building Inspection Department by \$134,400.00, from \$100,000.00 to \$234,400.00.

The resulting 2024 revised and amended Budget, reflecting the above revised appropriation, is hereby approved.

Section 3. Filing of Certified Copy. Following adoption, City Staff is directed to cause a certified copy of this Resolution to be filed in the office of the division of local government in the Department of Local Affairs in accordance with C.R.S. § 29-1-109(2)(c).

RESOLVED, ADOPTED AND APPROVED after public hearing at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of March, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

CERTIFICATION

I, Diane Breece, do hereby certify that I am City Clerk of the City of Idaho Springs, Colorado, and that the foregoing Resolution was adopted and approved at a regular meeting of the City Council of the City of Idaho Springs, Colorado, held March 24, 2025.

{S E A L}

Diane Breece, City Clerk

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. , Series 2025

AN ORDINANCE GRANTING A CONDITIONAL USE TO PERMIT TEMPORARY SEASONAL EMPLOYEE CAMPING DURING RAFTING SEASON ONLY IN 2025 AND 2026 ON PROPERTY WEST OF THE SHELLY/QUINN BALL FIELDS PARK ALSO KNOWN AS 95 EAST IDAHO SPRINGS ROAD WITH CONDITIONS

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

WHEREAS, in 2024, Duke Bradford (the “Applicant”) applied to the City for a Conditional Use to permit a trial run of temporary seasonal employee camping during the 2024 rafting season upon property located directly west of the Shelly/Quinn Ball Fields Park, south Exit 241 of Interstate 70, that was annexed into the City as part of the Silver Spruce Annexation of 1974, further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, this year, the Applicant has again applied to the City for a Conditional Use permit to conduct seasonal employee camping upon the Property during rafting seasons only in 2025 and 2026;

WHEREAS, the Planning Commission is scheduled to conduct a hearing upon and review all facts and circumstances relevant to the 2025 application (the “Application”) on April 2, 2025, after which it shall forward its recommendation to the City Council; and

WHEREAS, the Application is scheduled for public hearing before the City Council on April 14, 2025, and due notice thereof shall be given by publication, mailing and posting of the Property, all as required by the laws of the State of Colorado and the Zoning Ordinance of the City; and

WHEREAS, at each public hearing, before the Planning Commission and before the City Council respectively, the public shall be afforded an opportunity to be heard; and

WHEREAS, after reviewing all of the relevant evidence and testimony, the City Council wishes to enter its findings on the Application and render decision thereon, all as further set forth herein.

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

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

Section 2. The City Council hereby determines that the proposed Conditional Use conforms to the relevant requirements of the Idaho Springs Municipal Code (“ISMC”), is generally in conformity with the City's comprehensive plan, and will not impact adjacent properties in a manner that is

significantly different than the impacts caused by uses that are permitted by right in the area, only upon the imposition of certain conditions.

Therefore, the Property is allowed a Conditional Use for temporary seasonal employee camping during the 2025 and 2026 rafting seasons with the following conditions and limitations:

1. Approval will expire on October 1, 2026.
2. The use is authorized from April 1 through September 30 in calendar years 2025 and 2026.
3. Adherence to the applicant submitted Handbook and Lease and the Map of the site.
4. Potable water must be available on-site at all times. Applicant shall receive Clear Creek Fire Authority approval concerning the size and location of the potable water storage.
5. The Clear Creek Fire Authority shall approve the location of campsites and cooking areas prior to occupation
6. No open fires are permitted at the property.
7. All campsite locations shall be numbered and a map of the site, showing all campsites labeled, shall be provided to the City prior to operation and shall be posted at the site.
8. Trash and recycling must be picked up weekly at minimum.
9. Adequate portable toilets will be provided on-site and will be pumped monthly at a minimum or as needed.
10. The applicant is required to provide to City Administration and the Police Department two (2) authorized contacts (a primary contact and backup contact) for the property who can physically respond to the site within sixty (60) minutes or less.
11. Parking spaces shall meet minimum parking dimensional standards, and shall be delineated on-site to the City's satisfaction, and shall include spaces for at least 38 vehicles (including 10 campervan spaces). A parking plan showing the layout of spaces shall be provided prior to occupation of the property. No parking associated with this use shall be permitted off site.
12. Public pedestrian access across the property along the existing paved path shall be maintained and not blocked.
13. City Staff shall perform a site walk-through once all improvements proposed are established on-site to confirm compliance with the above conditions of approval.
14. A gate or other barrier shall be installed at the entrance to the trail underpass to I-70 at Edwards St. to stop vehicles from traveling the corridor. The City's Public Works Department will approve of and install the gate, at the applicant's expense.
15. All camping platforms proposed as part of this development shall receive a Certificate of Occupancy before they can be used for camping purposes.
16. Prior to the commencement of operations under this Permit in 2026, the Applicant shall appear before the Idaho Springs Planning Commission for a Compliance Review to review the operation's compliance with all relevant requirements and conditions during 2025. The Compliance Review is not a formal public hearing, but an informal review and discussion.

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

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

repealed or superseded.

Section 4. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED, on March 24, 2025, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on April 14, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

Legal description of property

THE LAND REFERRED TO IN TITLE COMMITMENT NO. CC2003-7925 AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N86°04'30"E, 1262.58 FEET TO A POINT MARKED BY A STEEL PIN, WHICH POINT IS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE N0°43'30"W, 838.80 FEET TO A STEEL PIN ON THE SOUTH BOUNDARY LINE OF U.S. HIGHWAY 6 AND 40 AS LOCATED ON JANUARY 28, 1993 (INTERSTATE HIGHWAY 70); THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID U.S. HIGHWAY 6 AND 40 A DISTANCE OF 1332.40 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 31; THENCE S0°13'30"E, 522.02 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 31, THE TRUE POINT OF BEGINNING, KNOWN AS SILVER SPRUCE ADDITION TO THE CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 6, Series 2025

AN ORDINANCE APPROVING A MULTI-YEAR OCCUPANCY AGREEMENT FOR THAT CITY-OWNED PROPERTY KNOWN AS 839 COLORADO HIGHWAY 103

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

WHEREAS, the City owns certain real property located at 839 Colorado Highway 103 and recently annexed into the City of Idaho Springs, Colorado (the “Property”); and

WHEREAS, the person from whom the City purchased the Property, Alfred E. Brown, wishes to continue using the Property as a primary residence, and the City wishes to allow Mr. Brown to do so for as long as he likes, consistent with the City’s plans and goals for the remainder of the Property which Mr. Brown does not occupy; and

WHEREAS, the City Council therefore desires to approve an occupancy agreement that allows Mr. Brown and his former spouse to continue to occupy and use the Property as a primary residence for the remainder of their natural lives, while allowing the City to use the remainder of the Property, as permitted by Mr. Brown, to develop affordable senior housing in a compatible fashion; and

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

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

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

Section 2. The City Council hereby approves the Occupancy Agreement between the City and Alfred E. Brown, concerning that property known as 839 Colorado Highway 103 and more particularly described in said agreement, attached hereto and incorporated herein by this reference. The Mayor and City Clerk are authorized to execute the same and to take such other steps as reasonably necessary or convenient to complete the transaction.

Section 3. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or

invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of February, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of March, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT is entered into as of the 24th day of February, 2025, by and between the City of Idaho Springs, Colorado, a Colorado municipal corporation (“City”) and Alfred E. Brown (“Brown”), together referred to hereafter as the Parties.

1.0 OCCUPIED PREMISES

In consideration of Brown’s sale and conveyance of certain property hereinafter described to the City, the City hereby conveys to Brown and his former spouse, Sharon E. Kanarr, the exclusive right to occupy and use the following Premises, situate in the County of Clear Creek, State of Colorado:

A tract of land being a portion of the J. J. Elliott Placer Mining Claim, U. S. Mineral Survey No. 2331, described as follows:
Beginning at Corner No. 1 of said J. J. Elliott Placer; thence N. 26°29' E., along line 1-2 of said Placer, a distance of 157.00 feet to a point on the Southerly Right-of-Way line of State Highway 103; thence S. 80°42' W., along the said Right-of-Way line, a distance of 219.74 feet to the point of curvature; thence along a curve to the left having a radius of 727.73 feet through a central angle of 24°05'36" a distance of 306.02 feet to a point on the Easterly line of that parcel described in Deed recorded in Book 124, Page 201; thence S. 24°15' E., along said Easterly line, a distance of 199.19 feet to the Southeast Corner thereof; thence along the Northerly line of that tract described in Book 116, Page 476, N. 87°40' E., a distance of 118.83 feet to an angle point in said line; thence N. 5130' E., a distance of 292.90 feet to the Point of Beginning, County of Clear Creek, State of Colorado.

Also known as 839 Colorado Highway 103, Idaho Springs, Colorado 80452 (the “Premises”)

Brown agrees that the City may use any part of the Premises not being used for residential purposes by Brown and/or Sharon E. Kanarr for the sole purpose of constructing, developing and operating affordable housing for senior citizens, as agreed to by the City and Brown under the purchase agreement for the Property. Any other proposed use of the Property by the City while the Property is occupied by Brown and/or Sharon E. Kanarr is subject to Brown’s approval, in his absolute and sole discretion, as evidenced in writing.

Any City use of the Property whatsoever shall not disrupt the quiet enjoyment and occupation of the Premises by Brown and Sharon E. Kanarr as a residence.

2.0 TERM

Unless terminated earlier as provided herein, and subject to the remaining terms of this Agreement, Brown and his former spouse Sharon E. Kanarr shall have the exclusive right to occupy and use the Premises as a primary residence for the remainder of their lives.

3.0 RENT

No rent shall be due from Brown to the City for the Premises.

4.0 UTILITIES

Brown shall pay all charges for utilities associated with the Premises. If the City receives any utility bills or charges for the Premises as the record owner, the City shall promptly notify Brown and forward copies of the same to him.

5.0 MAINTENANCE

Brown shall keep the primary residence located upon the Premises in good repair at his own expense. Brown shall have no obligation to maintain any other structures upon the Premises. Routine maintenance and upkeep of the grounds of the Premises, such as lawn-mowing, shall also be performed by Brown at his own expense. Non-routine maintenance and repairs associated with the Premises, such as water/sewer line maintenance or replacement, shall be performed by the City at its sole expense.

6.0 INSURANCE

City will insure the Premises and all permanent improvements thereon against damage and loss. Brown understands that he is responsible for insurance coverage on any personal property kept upon or within the Premises and its structures.

7.0 TERMINATION; SURRENDER OF PREMISES

Brown may terminate this Agreement prior to the expiration of its Term by providing thirty (30) days' notice to the City.

If the Term of the Agreement expires without such notice, due to the death of both Brown and Sharon E. Kanarr, the City shall confirm the expiration of this Agreement in writing to Brown's next of kin or to such other party that Brown may designate for such purpose.

In the event the Premises shall become uninhabitable on account of damage by fire, flood or act of God, this Agreement may be terminated by Brown upon written notice to the City. Additionally and alternatively, in such event, Brown shall have the right to reconstruct the single-family residence on the Premises if he so elects.

In the event default shall be made in any of the covenants or agreements herein contained to be kept by Brown, it shall and may be lawful for the City to declare the Agreement terminated and enter into the Premises either with or without process of law. In the event the Agreement shall be so terminated, Brown hereby covenants and agrees to surrender and deliver up the Premises peaceably to the City. If Brown shall remain in the possession of the same after termination, Brown shall be deemed guilty of a forcible detainer of the Premises under Colorado statute, hereby waiving all notice, and shall be subject to eviction and removal forcibly or otherwise, with or without process of law.

8.0 NO ASSIGNATION; SUBLETTING

Brown agrees that he will not assign, sublet or transfer the Premises or any part thereof without City's prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Occupancy Agreement to become effective as of the day and year first above written.

CITY:

Chuck Harmon, Mayor

Date

ATTEST:

Diane Breece, City Clerk

BROWN:

Alfred E. Brown

Date

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 5, Series 2025

AN ORDINANCE ZONING THE 1.99 ACRE PARCEL OF CITY-OWNED LAND WITHIN THE J.J. ELLIOT PLACER LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, KNOWN BY ADDRESS AS 839 COLORADO HIGHWAY 103, AS RESIDENTIAL THREE (R-3)

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

WHEREAS, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*, and by Ordinance No. 4, Series 2025, the Idaho Springs City Council (“Council”) may act to annex that City-owned land recently acquired from Alfred E. Brown known by address as 839 Colo. Hwy 103 and more particularly described in **Exhibit A** to this Ordinance (the “Property”),

WHEREAS, pursuant to C.R.S. § 31-12-115, the City may consider and process the zoning of property concurrently with the annexation of property; and

WHEREAS, the Council finds that the Property is adjacent to areas identified by the City’s Comprehensive Plan as “transitional mixed use” and “residential mixed density”; and

WHEREAS, the Council further finds that the Property is surrounded by a variety of uses, including single-family residential, commercial uses, and public uses including an EMS facility and Carlson Elementary school, showing a clear mix of uses in the area; and

WHEREAS, as such, the Council finds that zoning the Property to the City’s Residential Three (R-3) zone district would be compatible with both the existing conditions of the Property as well as the City’s vision for the area, as expressed through the City’s Comprehensive Plan; and

WHEREAS, additionally, in acquiring the Property from the previous owner, the City agreed to use the Property for multi-unit senior affordable housing, a use that would be permitted under the R-3 zone district and a use that is in-demand and lacking in the City and within the region; and

WHEREAS, the Council therefore finds that zoning the Property to R-3 is generally in conformity with the City's Comprehensive Plan, will preserve and promote property values in the area, will be in harmony and compatible with the surrounding land uses and present development in the area, and will generally promote the public welfare.

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

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as

findings and determinations of the Council.

Section 2. The zoning classification for the Property known as 839 Colo. Hwy 103, as more particularly and fully described in **Exhibit A**, attached hereto and incorporated herein by reference, is hereby approved and established as Residential Three (R-3).

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

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

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

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 10TH day of February, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, after publication and following public hearing, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 24th day of March, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

LEGAL DESCRIPTION of ZONED PROPERTY:

A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, City of Idaho Springs, County of Clear Creek, State of Colorado, more particularly described as follows;

Beginning at corner No. 1 of said J.J. Elliot Placer; thence S51°31'27"W, a distance of 292.74 feet; thence S87°36'20"W, a distance of 118.66 feet; thence N24°19'07"W, a distance of 184.93 feet to the Southerly right-of-way of Colorado State Highway 103; thence along said right-of-way the following six (6) courses

1. N53°05'00"E, a distance of 4.81 feet;
 2. N57°56'00"E, a distance of 56.31 feet to a non-tangent curve;
 3. along said curve to the right a distance of 179.39 feet, having a radius of 676.20 feet and a central angle of 15°11'59", and a chord which bears N67°28'00"E;
 4. along a line non-tangent to said curve, N14°56'00"W, a distance of 9.38 feet to a non-tangent curve;
 5. along said curve to the right a distance of 64.07 feet, having a radius of 727.73 feet and a central angle of 05°02'40", and a chord which bears N78°10'40"E;
 6. N80°42'00"E, a distance of 219.47 feet;
- thence S26°24'43"W, a distance of 156.77 feet to the POINT OF BEGINNING.

Containing a calculated area of 86,867 square feet or 1.99 acres.

Basis of Bearings: Bearings are based on the 1-2 line of the J.J. Elliot Place, M.S. No. 2331, having an assumed bearing of S26°24'43"W, marked with an axle set in concrete and a 3 rebar with a plastic survey cap marked LS 20128.

IDAHO SPRINGS

CITY COUNCIL COMMUNICATION

Meeting Date: March 24, 2025	Page 1 of 4	Item:
Presented by: Dylan Graves Community Development Planner		Request to Zone the Property Located at 839 CO 103 Residential Three (R-3)
<u>PROPOSAL:</u> This is a proposal to zone the property located at 839 CO 103 as Residential three (R-3). The property was recently purchased by the City and the annexation ordinance was approved at the March 10, 2025, City Council meeting. This report concerns the proposed zoning of “A part of the J.J. Elliot Placer, M.S. No. 2331, located in Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian,” also known as 839 Colorado Highway 103, Idaho Springs, Colorado 80452, approximately 1.99 acres (the “Property”). The City agreed to purchase the Property on April 22, 2024, and closed on the Property on January 6, 2025. Now that the annexation is approved, the parcel will need to be zoned under a City district. Staff proposes the R-3 zoning district as there are nearby R-3 properties along CO 103 and because it allows for a variety of housing uses, including single-family and multifamily residential. This is the second reading of the zoning ordinance, having been continued from the March 10, 2025, City Council meeting. Continuation was needed to ensure that public notices were properly completed per the Idaho Springs Municipal Code (ISMC), which requires paper publication, a sign posting on the subject property, and a mailing notice to property owners within 300’ of the subject property. Notices were completed for this March 24, 2025, public hearing item. <u>BACKGROUND:</u> The City was approached by the previous Property owner about his interest in constructing senior affordable housing on the property. This aligns with City goals for housing and after negotiations and initial conceptual design, the City agreed to acquire the property with a purchase agreement that would allow for senior affordable housing to be developed on the property. Now that the property is purchased and annexed into the City, the property can now receive a zoning designation. R-3 is thought to be a suitable zoning district as it allows for single-family, duplex, or multifamily development and because there are existing R-3 zoned parcels in the area. As required by the agreement to purchase the Property, City staff are working on a deed restriction to ensure that the Property can only be used for senior affordable housing purposes in the future. R-3 would not permit commercial development of the site – only residential is permitted. Once zoned, the City can start to work on plans for the redevelopment of the property in accordance with the restrictions placed on it as a condition of the purchase. Any redevelopment would be required to go through a Final Development Plan (FDP) process to ensure compliance with development requirements set forth in this Municipal Code and to provide for the construction and installation of any public improvements needed to serve the proposed uses on the property. The FDP process would require public hearings with the Planning Commission and City Council, which would allow for community feedback.		

PLANNING COMMISSION ROLE:

The zoning of the property requires a public hearing with Planning Commission before it is reviewed by City Council. Planning Commission provides a recommendation on the zoning application.

The Planning Commission reviewed this application at the February 5, 2025, Planning Commission meeting. The Planning Commission recommended approval unanimously by a vote of 5-0.

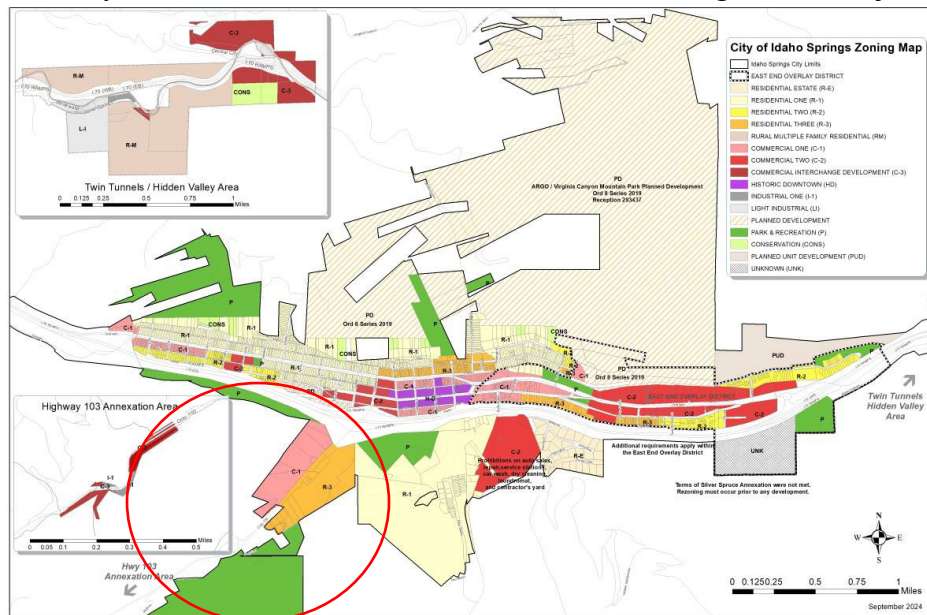
CRITERIA FOR APPROVAL - ZONING:

In determining the zoning, the City Council may consider the following factors:

- a. Whether the proposed zoning is in conformity with the Comprehensive Plan.
- b. Whether there have been material changes in the character of the neighborhood such as to justify a change in the zoning.
- c. Whether the proposed rezoning will tend to preserve and promote property values in the neighborhood.
- d. Whether development of the property in accordance with the proposed rezoning will be in harmony and compatible with surrounding land uses and present development in the area.
- e. Whether the proposed rezoning will affect traffic congestion in the area.
- f. Whether the proposed rezoning will promote the public welfare.
- g. Whether denial of the proposed rezoning would impose an undue hardship on the owner.

a. Conformity with the Comprehensive Plan

According to the current Idaho Springs Comprehensive Plan, the property is adjacent to areas in the City that are identified as “transitional mixed use” and “residential mixed density.” R-3 seems to be compatible with these designations since R-3 generally seeks the development of multifamily residential housing. There are a variety of single-family residences in the area, commercial uses, and public uses including an EMS facility and Carlson Elementary School, showing a clear mix of uses along the approximately half mile corridor from the Exit 240 interchange to the subject property.



b. Whether material changes in the character of the neighborhood justify the zoning change.

State statute and the ISMC require that the parcel be zoned within 90 days of annexation. This rezoning request to R-3 achieves this step in association with the annexation. With additional activity in the area due to the new Carlson Elementary School and proposed improvements to infrastructure to support the increased activity, Staff believes that the vicinity is undergoing changes that would allow for and be compatible with the multi-family zoning proposed for the site. The immediate vicinity is largely single-family homes in a relatively rural setting along CO 103, which is designated as a scenic byway. As such, it will be important to consider the vicinity's residential character when developing this site, especially if multifamily housing is ultimately constructed.

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

Staff believe that zoning the property R-3 will tend to preserve property values in the area. It is important to note that immediately surrounding the subject parcel are single-family residential lots located in Clear Creek County's jurisdiction. While the proposed R-3 zoning is higher intensity than the immediately surrounding homes, the CO 103 corridor as a whole is congruous with multifamily residential housing and a mix of densities and uses. The R-3 zoning designation would allow for single-family, duplex, or multifamily development. Future development will be required to go through the City's FDP process, which would require traffic impact studies and analyses to ensure that CO 103 can support the proposed development. It will also consider ISMC requirements for design. The FDP stage of development will ensure that property values in the area are not impacted. R-3 in general ensures that only residential development can occur on the subject property, protecting adjacent properties from potential redevelopment as a commercial use, which could have greater impacts.

In addition to a detailed traffic impact study of the site, a detailed study of drainage improvements necessary would be required as part of future redevelopment. There have been issues with drainage in this area with the vicinity to Chicago Creek and an increased building footprint could impact adjacent properties if not considered. The FDP process will require these analyses to be conducted to ensure that impacts to adjacent properties do not impact property values. Additionally, close consultation with CDOT on access will be critical to ensure that any future development is compliant with CDOT requirements and standards.

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

The immediate adjacent properties tend to be residential, single-family developments. North of the site along the CO 103 corridor are public uses (EMS station, school district buildings) and commercial uses. The R-3 zoning district would allow single-family residential, duplex residential, or multi-family residential, the latter of which may be higher density than adjacent properties. Commercial uses would not be permitted as a use by right in the R-3 zoning. The nearby properties in City Limits are zoned R-3 and as such could be redeveloped at higher densities than presently exist. Staff considered whether multifamily would be compatible with the adjacent single-family homes and believe that the development of the property in accordance with the proposed zoning as R-3 could be compatible with those single-family homes. Consideration of existing architectural features, bulk and massing, and site design will be important to ensure that a multifamily development would be compatible. It is important to note that R-3 has the same height requirement as the R-1 and R-2 zone districts, the same open space

requirements (50%), and has more restrictive setback requirements (20' front and rear, as opposed to 15' for R-1 and R-2), which ensures that although the density of dwelling units could be higher in the R-3 district than was allowed under the County's Mountain Residential-Single Family (MR-1) designation, the construction itself must conform with similar or more restrictive development standards and the FDP review that would accompany development of the site would ensure that compatibility is considered.

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

If the property is redeveloped into multi-family housing, traffic is likely to increase. However, CO 103 is designed to accommodate higher intensities of traffic than are currently experienced, being designated by CDOT as a Major Collector. Looking at CDOT's Online Transportation Information System (OTIS) for this vicinity of CO 103 (available here:

<https://dtdapps.coloradodot.info/otis/HighwayData>), we see an Annual Average Daily Trip (AADT) count of approximately 2,700 vehicles directly in front of Carlson Elementary School at 320 CO 103. The City's *Standards and Specifications for Design and Construction* document in Section 3.2 states that a multifamily development typically generates approximately 5 vehicle trips per day per unit (single-family homes generate 9 average daily trips, per the *Standards and Specifications* document). EVStudio provided the city with a preliminary feasibility design for the site that showed approximately 40 senior housing units. If that were constructed on the site, the *Standards and Specifications* document would suggest that 200 average daily trips might be generated for the subject property. We might expect senior housing developments to generate slightly lower amounts of traffic due to lower vehicle ownership and use on average, and a parking and traffic analysis would get more detailed information, but for the purposes of this rezoning application using the *Standards and Specifications* estimate is a good start. Based on this data, if the average daily traffic from a multifamily residential site was 200 trips per day, that would equate to a ~9% increase in traffic in the vicinity as compared to the current use of the site (increasing AADTs in this section of CO 103 from 2,700 to 2,900 is an ~9% increase).

Given the above, it is thought that CO 103 could accommodate the additional traffic from a potential multifamily development without substantial increases in congestion or travel times. A detailed traffic study will need to be prepared as part of a redevelopment proposal, which would analyze the impacts on traffic congestion with better accurate and more detail. This would determine if improvements to CO 103 are needed and would determine the maximum number of units that could be accommodated on the property. Consultation with CDOT to ensure that access to the site conforms to their standards will also be necessary.

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

Staff believe that this criterion is met. If and when the property is redeveloped for senior housing, this will provide much needed housing stock for senior members of the community, which will provide public benefits. Necessary infrastructure improvements (utilities, roads, etc.) already exist in the area. The establishment of multifamily senior housing on the site would be a positive development for the Idaho Springs community and the wider Clear Creek County community by providing needed housing for senior-aged community members.

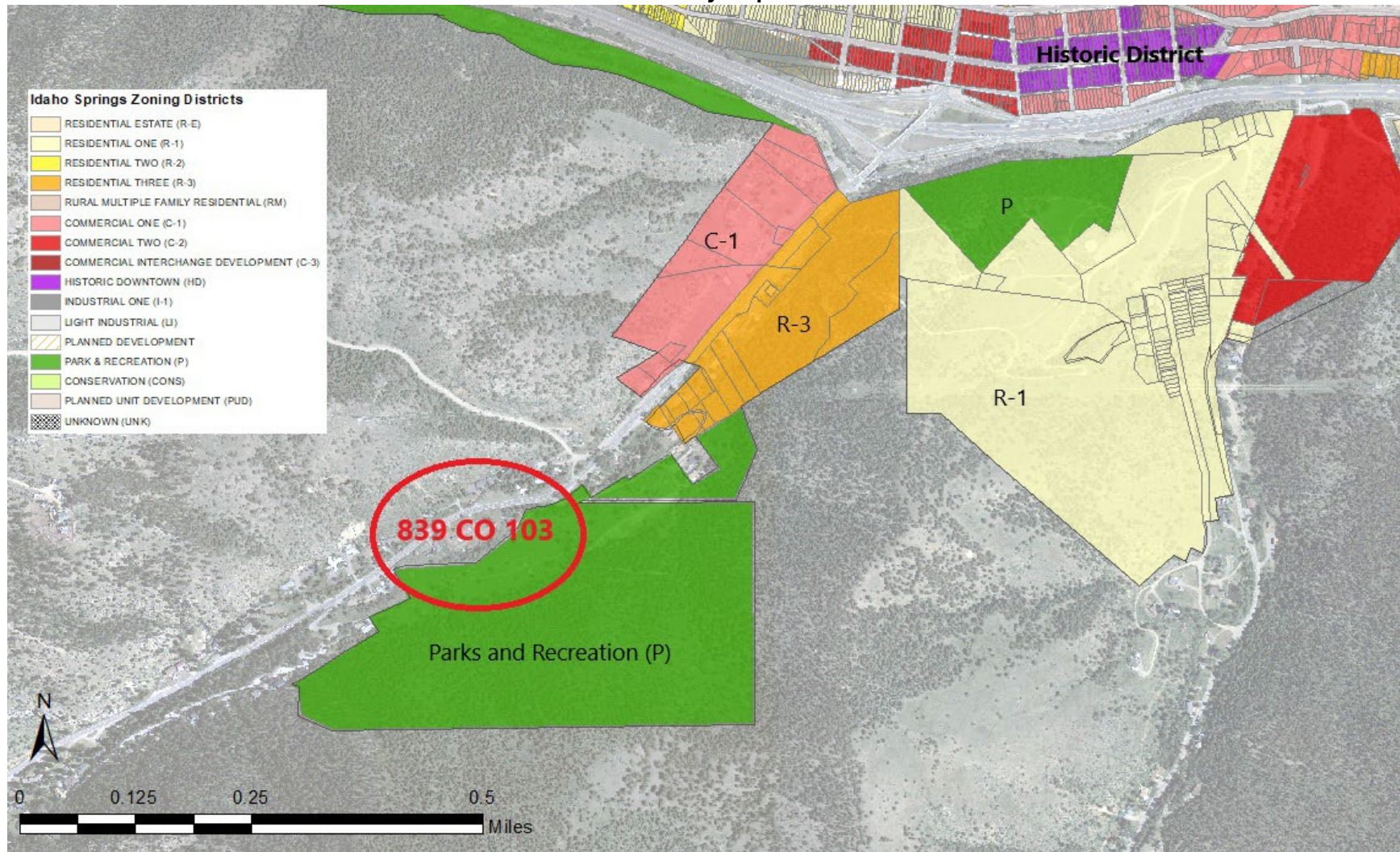
g. Whether denial of the proposed rezoning would impose an undue hardship on the owner.

If the property is not zoned to something that allows for higher densities, the City's plans for future affordable senior housing development could be impacted. Alternative zoning options could be considered – a PD or R-M zoning, for example – but given that there is already R-3 zoning in this immediate area, it seems to be the reasonable zoning option.

PLANNING STAFF RECOMMENDATION:

- 1. Staff recommends that City Council approve Ordinance No. 5, Series 2025, an ordinance zoning the 1.99 acre parcel of city-owned land within the J.J. Elliot Placer located in Section 2, Township 4 South, Range 73 West of the sixth principal meridian, in Clear Creek County, Colorado, known by address as 839 Colorado Highway 103, as residential three (R-3).**

Annexation and Zoning – 329 CO 103
Vicinity Map



Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: March 24, 2025
Subject: City Administrator Update

Requests for Action:

- Motion to approve a proposal from Mammoth Moving and Rigging, Inc. in the amount of \$40,000 to relocate the stage from the east field to the west field at Shelly-Quinn Park (account #21-00-6032).
- Motion to approve a proposal from Chase Fabrications in the amount of \$12,495 for the metalwork and welding related to the relocation of the stage (account #21-00-6032).

Updates:

- Staff and I attended on March 6 the bi-weekly progress meeting for the Shelly-Quinn Park Improvements project with a focus on relocating the stage to the west ballfield and finalizing plans for construction of the skate park.
- Attended on March 6 a federal funding update hosted by Senator Hickenlooper.
- Guy and I attended on March 6 a meeting with a consultant regarding the use of artificial intelligence in smaller communities.
- Guy and I met on March 7 with the Colorado Mountain Bike Association (COMBA) regarding policies for the use of Virginia Canyon Mountain Park (VCMP).
- The auditors were at City Hall the week of March 10 conducting the 2024 financial audit.
- The Mayor, John Curtis and I attended on March 10 the periodic meeting with Clear Creek County and the other municipalities regarding funding for public safety including the Clear Creek Fire Authority.
- The Mayor, Councilmember Mariani and I attended on March 11 the monthly Mayors and Commissioners meeting with a primary focus on tourism.
- Staff and I met on March 11 with COMBA and Argo regarding plans for the reopening of VCMP on April 1.
- Guy and I attended on March 11 a check-in meeting with the City's Finance Officer.
- Guy and I met on March 12 with representatives of Clear Creek County regarding their draft intergovernmental agreement to provide building department services to the City.
- Guy and I met on March 13 with Colorado Parks and Wildlife regarding the \$1,250,000 Land and Water Conservation Fund (LWCF) grant award for the redevelopment of Shelly-Quinn Park.
- Staff and I attended on March 13 the pre-season rafting outfitters meeting.
- Guy, Dylan and I attended on March 14 the 30th Anniversary Celebration for Tommyknocker Brewery and Pub where Councilmember Scott Pennell presented Steve Indrehus with the Mayor's proclamation recognizing his service to the community.
- The Mayor, Guy and I attended on March 17 the monthly meeting of the Business and Community Promotion Board.

- The department heads and I attended on March 18 the annual loss control audit and property inspection by the City's insurance company, CIRSA.
- The Mayor, Guy, Dylan and I attended on March 18 a bi-weekly progress meeting for the downtown mobility hub project.
- Lorraine, Guy and I attended on March 19 a progress meeting with Raftelis financial consultants regarding the water billing audit and code update.
- The Clear Creek School District Superintendent, Mayor and staff met on March 19 with the developer who is under contract with the District to purchase the former Carlson Elementary School property.

Upcoming Events:

- The next Community Engagement Meeting on the east end hosted by the Business and Community Promotion Board will be held on Thursday, April 10 at 6:00 p.m. at Yards Taphouse.



January 20, 2025

PROPOSAL and AGREEMENT

Clear Creek Metropolitan Recreation District
c/o Randall Wheelock – 970-390-2195
98-12th Ave
Idaho Springs, CO 80452

Project Address: Idaho Springs ballfield performance stage – Idaho Springs, CO

Mammoth Moving & Rigging, Inc. Scope of Work:

Furnish materials, equipment and manpower required for the rigging, lifting, relocating stage on same site, holding stage on Mammoths equipment up to 30 days after relocation in order for new concrete to cure. Mammoth will take out front concrete wall and punch holes in the back foundation wall to install its equipment under the stage. No debris removal will be provided.

Agreed Price of: Forty Thousand Dollars (\$40,000.00) *ALL FUNDS TO BE PAID BY BANK WIRE TRANSFER*

Terms: 20% of agreed amount upon signing this agreement. (8,000.00)

30% of agreed amount on commencement (12,000.00)

Balance of agreed amount upon commencement of structure relocating to new site at the ballfield. (20,000.00)

Owners/GC Responsibilities:

- 1) It is the property/structure owners' responsibility to know what is required of them in each municipality and to comply with all the city and county standards/codes required to relocate structures and adhere to these requirements.
- 2) All building inspections, asbestos reports, asbestos abatements, demolition permits, building site permit, etc. as necessary by local municipalities.
- 3) Provide and pay for any and all insurances required for this move that are above and beyond the scope of the insurance that Mammoth currently carries.
- 4) All utility disconnects in and around structure before Mammoth commences on job.
- 5) All cosmetic repair as necessary to the interior/exterior of structure.
- 6) Secure buildings once they are moved with fencing, etc.
- 7) Detach structure.
- 8) Remove railings.
- 9) Attach structure on new foundation/piers/footers.
- 9) All access and egress and the costs associated with it.

If applicable, Mammoth Moving & Rigging, Inc. will give Owner 30 days to form and pour foundation/piers/footers for the stage to be set on. Equipment rental will be billed on a monthly basis and is due and payable upon receipt of equipment rental invoice each month until the new site is ready for structure to set on.. **Any outstanding rental fees will be due and payable before Mammoths equipment is released from under the structure.**

Limitation of Liability: Owner and Mammoth have evaluated the risks and rewards associated with this project. Including the Contract sum relative to the risks assumed. The total aggregate liability of Mammoth (and its related corporations and employees) to Owner and third parties granted reliance is limited to the lesser of \$50,000 or its Contract sum, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) rising out of Mammoths' services of this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extent that damage is paid under Mammoth's commercial general liability policy. (1million/2million aggregate). Completion Time: Time is of the essence to this Contract. Mammoth will work diligently to have the building lifted and rolled at the project address weather, permit, equipment and conditions permitting.

Warranties and Guarantees: Mammoth will perform the work in a manner consistent with that level of care and skill ordinarily exercised by other of the same/similar industry currently practicing under same/similar conditions in the same locale. MAMMOTH MOVING & RIGGING, INC. MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO THE WORK AND MAMMOTH MOVING & RIGGING, INC. DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AT ANY TIME. Mammoth's liability for loss will be limited to structural damage of the subject's structure which may occur during the lift, move and set processes. Should Owner require protection from other risks, then Owner is to carry insurance for any other risk not covered by Mammoth's responsibilities. Mammoth will take reasonable precautions to minimize cosmetic damage during the project. Mammoth is not responsible for cosmetic damage which can be a normal consequence of lifting, moving and resetting of a structure. Cosmetic damage includes but is not limited to cracking of plaster or drywall surfaces, scuffing of exterior wall surfaces and scuffing of interior wall surfaces, broken glass, gutters. **Moving & Rigging, Inc. will not be responsible for inherent structural damage.** Mammoth will make every effort to preserve plumbing and wiring that is left in place but will NOT be responsible for any damage in our efforts to move this structure. Mammoth will make every effort in order to preserve landscape, fencing, sidewalks, etc. but does not guarantee it from damage during the move processes. Please make sure any important landscape features are removed before Mammoth work commences. Access to these areas needs to be provided to Mammoth.

Mammoth Moving & Rigging, Inc. does not include any demolition, debris removal, foundation, soil compaction, backfill, trenching, drainage system work, blasting, hazardous material removal, import or export of spoils.

After **three business days** from date of signing this paperwork, deposit is nonrefundable and will be applied to mobilization. (All rigging equipment used during project remains property of Mammoth Moving & Rigging, Inc and cannot be used by any other company).

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. Price is good for 30 days from January 20, 2025.

Signature _____
Owner/Agent for Owner

Date of Acceptance

Signature _____
Authorized Agent for Mammoth Moving & Rigging, Inc.

Date of Acceptance

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 3/24/2025
SUBJECT: Staff Update
ATTACHMENTS:



REQUEST(S) FOR ACTION

- Approve the City to submit a Tier I Energy Impact Assistance Fund (EIAF) grant application in the amount of \$200,000 for the design and engineering related to water and sewer infrastructure improvements on Virginia from 10th Ave to Virginia Canyon Road. The City's match would be a minimum of \$200,000, for a total project budget of \$400,000.
- Approve the City to submit a Congressionally Directed Spending request for \$2,000,000 for the primary goal to design, engineer, and construct a pedestrian bridge over Interstate 70 at Exit 240.

UPDATES

Summer Activation and Street/Sidewalk Encroachment Exceptions

On March 19, Wonder Martell, Sadie Schultz, and I met to discuss the Street/Sidewalk Revocable Encroachment Permit Application process. As you are aware, this is the process by which businesses may encroach on public right-of-way to set displays, create seating for service, etc. The permit language was amended to highlight the needs for more explicit understanding of a business's trash plan, ADA compliance and external barriers. As well, language was added that stated, "*...if your encroachment area is located in the Historic District (HD), in addition to the items above, your area must be shown to keep with the historic theme and use historic elements...*" This was done to capitalize on the historic themes of the City.

Janitorial Services

At the March 10th City Council meeting, the contract with The Key People, LLC was approved for the provision of janitorial services. On Monday, March 24th, their employees will be attending security training and going through background checks with Idaho Springs Police Department. They will begin providing services soon after.



TO: City Council
AGENDA: March 24th, 2025 Work Session (6:00 pm) &
Regular Meeting (7:00 pm)
DATE: March 24, 2025
ITEM 18.a:

Motion to approve the City to submit a Tier I Energy Impact Assistance Fund (EIAF) grant application in the amount of \$200,000 for the design and engineering related to water and sewer infrastructure improvements on Virginia Street from 10th Avenue to Virginia Canyon Road. The City's match would be a minimum of \$200,000, for a total project budget of \$400,000.

Staff Report

Attachments:

None



TO: City Council
AGENDA: March 24th, 2025 Work Session (6:00 pm) &
Regular Meeting (7:00 pm)

DATE: March 24, 2025

ITEM 18.a:

Motion to approve the City to submit a
Congressionally Directed Spending request for
\$2,000,000 for the primary goal to design, engineer,
and construct a pedestrian bridge over Interstate 70
at Exit 240.

Staff Report

Attachments:

None



City of Idaho Springs
1711 Miner Street
P.O. Box 907
Idaho Springs, CO, 80452-0907
303.567.4421 | (f) 303.567-4955
www.idahospringsco.com

Community Development Planner Communication

Meeting Date: March 24, 2025
To: City Council Members
From: Dylan Graves, Community Development Planner
RE: Community Development Monthly Report
Action Requested: None

Current Workflow / Items Under Review

- Clear Creek Trail Collaborative – work is ongoing for a signage and branding study; the next meeting for this Collaborative will occur in April. The Collaborative is also working on a potential IGA for coordination and collaboration, which will eventually come to Council for review. Anticipate this to occur in mid-to-late spring.
- Work is ongoing with the Young Ranch to execute the deeds for the land exchange between the Young Ranch and the Virginia Canyon Mountain Park lands. This is nearing completion and is anticipated to be complete ahead of any construction impacts to this area of the park. Once this is complete, the next step will be annexation and zoning of the subject properties coming to the City.
- I am working on getting a system in place for better public alerts and updates. The new website allows people to sign up for e-alerts but it is a somewhat cumbersome process and only works with emails. We are adding some new features to the e-alerts page for specific interest items – for example, public events, VCMP construction impacts, road impacts/closures, etc. People could sign up for just one specific interest item or could sign up for all alerts. This may be a good way to keep the public more involved and updated on current happenings around the city. We are attempting to figure out a solution to be able to have people to sign up for text alerts as well, similar to how CDOT does their Floyd Hill updates. This will require additional software solutions than the website allows for but may be beneficial long-term.
- With the VCMP bighorn sheep closure ending on March 31st, we are working with COMBA and the Argo team to figure out the best ways to reopen while not being impacted by construction efforts. The Argo project has started excavation work for pier foundations in the park, which may require intermittent closures of certain or all trails. Ensuring public access to the park while avoiding any potential risks to park users is something that we are working on at the moment.
- Website updates: I continue working on website updates to make it as user-friendly and informative as possible. There are a few things that I have identified as high-priority items. First, a list of current projects under review. This would give people a quick run-down of projects that are working their way through the City's processes and give updates such as public hearing dates. Second, HPRC information that will help give property owners historic preservation best management practices to help owners preserve their historic buildings. Third, comprehensive plan information clearinghouse with key dates, timelines, surveys/engagement opportunities, etc.
- There is a first reading of an ordinance for a CUP to allow for employee camping at 95 E. Idaho Springs Rd for the 2025 and 2026 rafting seasons. A similar CUP was approved by Council last year on a one-year, trial basis at the subject site. AVA Rafting and Zipline has come back to the City to attempt to get a further approval. Expect to see a public hearing on this item in April once it gets through Planning Commission. A detailed staff report considering the merits of the application will be prepared for the second reading of the ordinance.
- A 1041 application for the next phase of the CDOT Floyd Hill project is anticipated in the next few months.
- Planning Commission has been working on efficiency units and their definition and allowances in the ISMC. This is likely to come to Council for review and discussion in April, once Nick Klein finishes updates to the draft ordinance. The goal of this ordinance is to make it easier to construct efficiency units that are more basic than full dwelling units, addressing the concern that came up during the proceedings on extended stay lodging about how to best manage spaces that provide important housing to residents but may not have all the facilities associated with a full dwelling unit.

- We are working with SAFEbuilt and the Fire Authority for extended stay lodging inspections. These are anticipated to start in April once a few items are squared away. We currently have six applications submitted which will require inspections.

TO: Mayor and Council
CC: City of Idaho Springs Staff
PREPARED BY: Maria Schanhals, Best and Brightest Fellow
DATE: March 14, 2025
SUBJECT: Standard Operating Procedure for File Coding and Organization System
ATTACHMENTS: None



I. Purpose

This SOP establishes a standardized file naming and organization system for planning-related projects and permitting within the City of Idaho Springs. This system aims to enhance efficiency in file retrieval and ensure consistency across all documentation managed by planning staff and any personnel responsible for permitting processes.

II. Scope

This SOP applies to all planning staff and any personnel responsible for managing planning project files and permitting documentation. It covers file naming conventions, organization structure, and the standardized abbreviation list. This applies to all files created on January 1, 2024, and all files thereafter.

III. File Naming Convention

To ensure consistency and ease of access, all planning, street permitting, and public event permit files shall be named using the following format:

ProjectTypeYear-Instance Location of Project

For example, if the first Certificate of Appropriateness (COA) of the year is for City Hall, the file name would be:

COA2025-001 1711 Miner Street

This format includes:

- **Project Type** (e.g., COA, SUBD, ZON)
- **Year** (e.g., 2025)
- **Instance Number** (incremental starting from 001)
- **Location** (site address or specific location name)

Building Permits do not follow this naming convention, as the City employs the naming system used by the building department for naming building permits for the purpose of internal file organization.

IV. File Organization Structure

All planning project and permitting files shall be organized in the City Share Drive using the following hierarchical structure:

City → Permits → Planning Cases → File Type → File Name

For example, the fictitious COA for City Hall would be stored as follows:

City → Permits → Planning Cases → COA → COA2025-001 1711 Miner Street

The naming and storing of street permits, public events, and building permits, all follow a similar hierarchical structure to planning files:

City → Permits → Street Permits → Year → File Name

City → Permits → Public Events → Year → File Name

City → Permits → Building Permits → Year → File Name

For example, if the first earth disturbance permit of the year were issued for City Hall, the file naming and storage would be as follows:

City → Permits → Street Permits → Year → EDP2025-001 1711 Miner Street

V. Standard Abbreviation List

To maintain consistency in naming, the following abbreviations shall be used for project types:

Planning Cases:

- ANX – Annexation
- COA – Certificate of Appropriateness
- COND – Conditional Use
- FDP – Final Development Plan
- PD – Planned Development
- SUBD – Subdivision
- VAR – Variance
- VIO – Violation
- ZON – Zoning/Rezoning
- ZONPERM – Zoning Permit
- 1041 – Areas and Activities of State Interest

Street Permits:

- BLAST – Blasting
- CURB – Curb Cut
- DEMO – Demolition
- DWAY – Driveways
- DUMP – Dumpster
- EDP – Earth Disturbance
- FLOOD – Flood Plain
- GRADE – Grading
- PROD – Production (Photography, movie, drone)
- CLOSE – Street Closure
- EXC – Street Excavation

Event Permits:

- EVENT – Public Events

VI. Implementation and Compliance

- All staff must adhere to this file naming and organization structure.
- New files must be named and stored according to the prescribed system.
- Existing files should be renamed and reorganized progressively to align with this system.

VII. Review and Updates

This SOP shall be reviewed as needed to ensure its effectiveness. Updates will accommodate any changes in project types or organizational needs.



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: March 24, 2025
Subject: Staff Report Regular Meeting

- ✓ The STR Lotto held on March 14th, 2025 granted the one available license to a property owner on Wall Street. That property owner has 30 days to get the city a completed Short Term Rental application and then 120 days to obtain their STR license. The 120 days gives the time for mailing to neighboring properties, time to obtain the needed documents and to time for the required inspections. Those requirements can be found [here](#).
- ✓ It's special/public event season and the requests are coming in! I have received 4 requests this past week. Once they have been reviewed/approved, I will advise council on the schedule and types of events.
- ✓ All of the Miner Street Marketplace events have been posted to the City of Idaho Springs website. The calendar may be viewed [here](#).



TO: City Council
AGENDA: March 24th, 2025 Work Session (6:00 pm) &
Regular Meeting (7:00 pm)
DATE: March 24, 2025
ITEM 19.a: Staff Report with no requests for action

Staff Report

Attachments:

1. Council Staff Report 03.24.25



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: March 20, 2025
Subject: Staff Report for March 24, 2025

Request for Action: None

Chief Buseck Attended:

03/06/25	-	Multi-agency OPS
	-	Police station design
03/10/25	-	Police station design
03/11/25	-	ARGO, COMBA – VCMP re-opening discussion
	-	Department heads
03/12/25	-	Police station design
03/13/25	-	Legal consult
	-	Pre-season rafting meeting
03/17/25	-	Police station design
	-	CIRSA Risk Control Audit
	-	Clear Creek Fire – AOP meeting
03/20/25	-	Traffic Incident Management, CDOT

Training:

03/06/25: Two supervisors attended “Motivating Workers at Various Levels of Commitment” (Zoom)

03/19/25: Two officers attended Advanced Search and Seizure (Denver, CO)

Upcoming Training:

Code Enforcement:

- Abandoned Vehicle/Parking Complaints
- Snow Removal
- Junk Yards

Staffing:

- One officer is in phase two of FTO.
- ISPD is fully staffed.

Significant Incidents:

On March 8, 2025, an ISPD officer responded to reports of a homeless woman harassing young children in the park located behind City Hall on the 1700 block of Miner Street. Upon arriving, the officer spoke with the children, who appeared distraught and uncomfortable due to the racial slurs the woman was using while yelling at them. The officer issued the woman a summons for harassment, disorderly conduct, and misuse of city property. She was asked to leave the premises.

On March 11, 2025, ISPD was dispatched to a residence in the 200 block of Colorado Blvd. Upon arrival, officers discovered an elderly man who was deceased in his backyard. The man had been participating in the county's Safe Call program and was receiving daily welfare checks from law enforcement and the CCHAT team. No foul play is suspected; it appears the man passed away from natural causes.

On March 12, 2025, the ISPD responded to the 900 block of Miner Street following reports of an animal attack. When officers arrived at the scene, they were approached by a construction crew member who reported that he had been bitten by a dog that had gotten loose and entered the construction site while he was operating heavy machinery. The dog and its owner were identified and live near the construction site. Officers contacted the owner and issued a summons for having a dog at large.

On March 18, 2025, the ISPD conducted a traffic stop near mile marker 243 on westbound I-70 due to a vehicle speeding in a construction zone. While speaking with the driver and a female occupant, the officer noticed what appeared to be illegal narcotics in the driver's lap. Upon further investigation, the officer discovered a significant amount of cocaine (45 grams), heroin (18.8 grams), drug paraphernalia, and equipment consistent with drug distribution, as well as a loaded firearm. The male driver was arrested and charged with the following offenses: possession of drug paraphernalia, violation of a protection order, special offender charge (possessing drugs and firearms simultaneously), two counts of unlawful possession of a controlled substance with intent to distribute, and possession of a weapon by a previous offender, along with multiple traffic offenses.



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: March 24th, 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 Street is Proceeding. Water main and sewer services are/have been installed on Virginia St. The Virginia Canyon Water main has been pressure and clear water tested and passed, and FNF will start moving water services on Virginia Canyon to the new Water Main.

Brad Lewis has taken an extended amount of time away from work, because of the recent loss of his daughter, and having family in town for services. We expect him back on the 31st.

Construction on the Hwy 103 water main phase 1: The Precon meeting has taken place, HEI and the City are finalizing permitting with the State DOT to begin construction. Initially HEI will mobilize to make Two creek crossings while water table levels and creek flows are low. The contractor will pause, and remobilize April/May when frost levels have subsided.

Paul Crain
Public Works Superintendent

The City of Idaho Springs has been using Environmental Designs LLC., for CRC lawn maintenance for several years. The City published the contract for the 2025 season, to entertain other offers and get a feel for pricing. Environmental Designs LLC., is very competitively priced, and Public Works feels the company would have continued to be a good choice for future contracts. During this process, four companies submitted bids for the CRC Parks contract, one local small business made a proposal that is in line with Environmental Designs LLC.

Idaho Springs Public Works will take this opportunity to award the service contract to Granite Property Services LLC, a local small business residing in Idaho Springs. After discussion on site with Chris Hardman, I feel he can adequately provide the same level or better service to the City.

Submissions:

Granite Property Services LLC– 23,119.05

Environmental designs LLC – 23,156.32

Open Space Solutions LLC – 31,933.00

Front Range home and property Services - 40,810.00

Move to approve the Courtney-Ryley-Cooper Parks maintenance contract, for the 2025 season to Granite Property Services LLC., in the amount of \$23,119.05, from line item 10-60-5108



Granite Property Services LLC
720-483-1037
PO Box 1066
Idaho Springs, CO 80452

Prepared For
City of Idaho Springs
1711 Miner St
Idaho Springs, CO 80452

Proposal Date
03/13/2025

Proposal Number
2025-0080

Reference
Maintenance Agreement
Courtney-Riley-Cooper
Park

Pricing

Description	Rate	Qty	Line Total
Line Item 1 Weekly Services	\$375.00	26	\$9,750.00
Line Item 2 Aeration - Spring	\$1,475.00	1	\$1,475.00
Line Item 3 Fertilization - Spring Turf	\$2,252.70	1	\$2,252.70
Line Item 4 Fertilization - Summer Turf	\$2,251.35	1	\$2,251.35
Line Item 5 Spring Leaf & Debris Clean-up	\$1,042.50	1	\$1,042.50
Line Item 6 Fall Leaf & Debris Clean-up	\$1,732.50	2	\$3,465.00
Line Item 7 Prune / Cutback Grasses & Perennials	\$250.00	1	\$250.00
Line Item 8 Prune Trees & Shrubs	\$960.00	1	\$960.00
Line Item 9 Pre-Emergent Application-Beds	\$307.50	1	\$307.50

Line Item 10	\$307.50	2	\$615.00
Broadleaf Application			
Line Item 11	\$250.00	3	\$750.00
Native Mowing			
Subtotal			23,119.05
Tax			0.00
Proposal Total (USD)			\$23,119.05

Notes

Line Item 3: using 0.15% 35-0-7 10%NOS 90%OPTI120 Pre-Emergent Plus Fertilizer

Line Item 4: using 18-2-3 Mini 30% PolyPlus OPTI45 Post Emergent Plus Fertilizer

Terms

- Permits, Licensing, and Approvals

Unless quoted above, the client is responsible for procuring any permits or approvals required for the completion of the projects listed in the scope of work. This includes any zoning changes or changes to applicable covenants or local building guidelines.

Granite Property Services shall be responsible for professional licensing required for the execution of the work outlined in the scope of work.

- Insurance and Loss of Coverage

The client agrees to maintain adequate property insurance to protect against loss or damage due to theft, fire, vandalism, etc.

Granite Property Services agrees to maintain reasonable liability insurance to protect against personal injury or loss.

Both parties agree to provide copies of their Certificate of Insurance for their respective policies to one another as requested.

- Property Access

The client agrees to be present at the scheduled work time to ensure that Granite Property Services have reasonable access to the working area, including parking.

Granite Property Services will attempt to contact the client 24 hours prior to arrival to review arrival time and agrees to make a reasonable effort not to disturb or damage the client's property outside of any demolition required for the project listed in the scope of work.

A cancellation fee of 50% will be assessed if granite property services are unable to gain access to the property inside of a 30 minute start time window.

- Site Conditions

The scope of work and pricing for this contract are based on conversations and any walkthroughs completed by Granite Property Services and the client. Granite Property Services has taken reasonable measures to

ensure that the scope of work and pricing represent the entire project requirements but cannot guarantee a final price due to the possibility of unforeseen complications.

In the event that unforeseen complications, including (but not limited to) mold, termites, structural damage, or building code violations are discovered, after the project begins, Granite Property Services will cease work on the project and draft a change order listing any additionally required materials or labor. The client agrees that any unforeseen complications may increase the final price of the project.

- Overages and additional charges

The clients acknowledges that while Granite Property Services strives to complete projects on budget, occasionally unforeseen events take place that cause for overages and additional charges. Granite property services attempts to reduce these circumstances with in-depth estimates, including digital scans, and gps services an overage or additional charge may still occur. In that event, the client would be responsible for the full cost until 10% of the total invoice cost has been reached. Should the overage be more than 10% of the original estimate, the client would be responsible for the first 10% fully and 40% thereafter.

- Hold Harmless

The client acknowledges that while precautions are taken to prevent possible damage to the property, there is always a chance that during the normal progress of work, damage to the property may occur. In this event Granite Property Services will notify the client of the damage and will give an estimate for the repair costs.

Unless the damage is caused by gross negligence on the part of Granite Property Services the client is responsible for the repair cost.

- Change Orders

Granite Property Services, its employees, and third-party vendors (HEREON Granite Property Services) will perform only those services approved in writing by the client. If the client shall, at any time, require services not listed in the scope of work attached to this contract, a written change order shall be created and signed by both parties prior to the performance of such work.

- Payment Schedule
- For our residential clients, a 20% booking fee is required prior to the start of the project, and the remaining 80% is due at the time of service.
- For our commercial clients a 20% down payment is required prior to the start of the project, a second payment of 40% is required at the final blue tape inspection (if applicable). The remaining 40% is due within 5 calendar days of finishing the project, regardless of the blue tape final inspection status.
- Granite Property Services will impose a late payment fee in an amount the greater of:
- Fifty dollars; or
- Five percent of the amount of past due payment.
- Granite Property will place a lien on the client's property on the 11th calendar day after commencement of this project and will fully release the lien upon receipt of final payment plus late fees from the client.
- The client agrees to make payments via cash, check, credit card or ACH transfer on the timeline listed above.

- Final Inspection

The client will have the opportunity to review all completed work with Granite Property Services. This "Blue tape inspection" will be completed five to seven days after the project is completed. At that time, all incomplete or unsatisfactory work shall be brought to the attention of Granite Property Services. Granite Property Services will make all arrangements to resolve the list in a reasonable time. Project will not be considered completed until this list is resolved.

- Warranty

Granite Property Services does not offer or imply any warranty for materials used for the project. Any defect or failure of parts or materials used in the project shall be the sole responsibility of the client. Granite Property Services shall extend a warranty for all labor for a period of 12 months. This warranty covers installation and workmanship. Should the client discover any incomplete, incorrect, faulty, or failed workmanship during the warranty period, Granite Property Services shall correct such issues at their sole cost and expense.

- Dispute Resolution

The client and Granite Property Services agree to make reasonable efforts to resolve any disagreements related to this contract between themselves via email. In the event that the two parties cannot agree on an issue, but parties agree to resolve the issue through arbitration, splitting any costs incurred. The decision of that arbitration will be considered final.

- Proposal Timeline

Listed in the proposal is a Day-by-Day timeline. This is Granite Property Services' BEST GUESS at the timeline of work to be completed. While it is the goal to stay on this timeline, unplanned events may cause the timeline to fall behind. Granite Property Services offers no guarantee to the timeline and the client agrees to hold no damages against Granite Property Services for failure to meet the timeline listed.

Unsigned proposals are valid for 14 days from the "Proposal Date" listed at the top of the document.

- Entire Agreement

This contract shall constitute the entire agreement and shall replace any and all written or verbal agreements made before this contract.



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

FROM: Paul Crain
DATE: February 2025
Re. Parks Maintenance RFP

Request for Price for Landscape Maintenance Agreement
Courtney-Riley-Cooper Park, Idaho Springs, Colorado
Scope of Services (the "Work")

@ 66,000 ftsq, 1 location, 5 areas

Weekly Services

Weekly services shall include the monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3" -4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bimonthly from April to October.

Frequency to include in this Agreement 26

Aeration - Spring

A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.

Frequency included in this Agreement 1

Fertilization - Spring Turf

Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.

Frequency included in this Agreement 1

Fertilization - Summer Turf

Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.

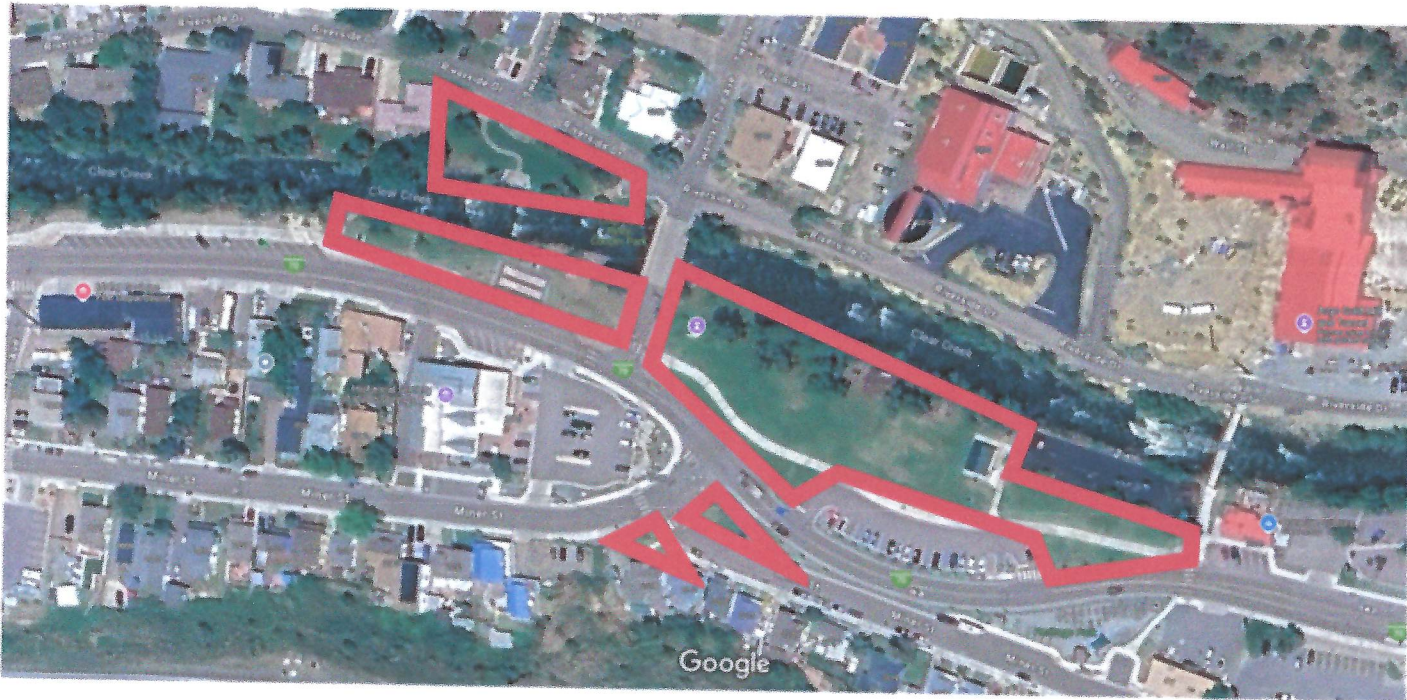
Frequency included in this Agreement 1

2/25/25, 10:24 AM

Google Maps

Google Maps

Idaho Springs Parks



Imagery ©

 Help us improve Google Maps ✕

[No thanks](#) [Show question](#)

By continuing, you agree Google uses your answers, [account & system info](#) to improve services, per our [Privacy & Terms](#).

https://www.google.com/maps/@39.7424677,-105.5089117,209m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI1MDIxOS4xIjKXMDSoJLDEwMjExNDU1SAFQAw%3D%3D



TO: City Council
AGENDA: March 24th, 2025 Work Session (6:00 pm) &
Regular Meeting (7:00 pm)
DATE: March 24, 2025
ITEM 20.a: Motion to approve the Courtney-Ryley-Cooper Parks
maintenance contract, for the 2025 season to
Granite Property Services LLC., in the amount of
\$23,119.05, from line item 10-60-5108.

Staff Report

Attachments:

None



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: 3/24/2025
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

REQUEST FOR ACTION: None

- CIRSA audit complete awaiting report.
- CRWA Wastewater plant of the year award accepted.

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	BDL	BDL	0.07	0.12	4.38

- Aqua Nereda outstanding plant performance award.
- Reactor 2 drained - sludge treatment operation/ processing started
- DMR complete

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAAS Annual average	TTHM Annual average
Goal	<2		25%	residual (0.8)	<60	<80
Current	<1	off	0	Demand 1.8	44	40

- Filter pinning
- CCR info gathering