



City Council Regular Meeting Agenda

Monday, April 14, 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. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Agenda Approval**
5. **Conflict of Interest**
6. **Approval of Minutes**
 - a. Motion to approve the minutes from March 24th, 2025
7. **Approval of Bills**
 - a. Motion to approve the bills to 4/14/2025
8. **Public Comment**
9. **Unscheduled Public Comment**
10. **Marijuana Licensing Authority**
 - a. Public Hearing: on Resolution #14, Series 2025 A Resolution Approving Applications For A Change in Controlling Beneficial Ownership Of the Retail Marijuana Store and Cultivation Facility Located at 2313 Colorado Boulevard From Mountain Medicinals, Inc. to Great Divide Lettuce Colony, Inc.
11. **Finance Officer**
12. **Resolutions**
 - a. Motion to approve Resolution #8, Series 2025, A Resolution Conditionally Approving a Subdivision Improvement Agreement for The Soda Creek Highlands Subdivision.
13. **Ordinance First Reading**
 - a. Motion to approve Ordinance #2, Series 2025, An Ordinance Approving the Conveyance of Three (3) Parcels in and near Virginia Canyon Mountain Park to Young Ranch, LLC, as Approved by City Electors at the November 5th,

2024 Election.

- b. Motion to approve Ordinance #7, Series 2025 An Ordinance Granting A Franchise to Public Service Company of Colorado for the Non-Exclusive Right to Provide, Sell, and Deliver Gas and Electricity to the City and its Residents through the Non-Exclusive Reasonable use of City Streets, Public Utility Easements, and Other City Property.

14. Ordinance Second Reading

- a. Motion to approve Ordinance #8, Series 2025, An Ordinance Amending Subsection 5-11(A) of the Idaho Springs Municipal Code Concerning Variance Board Membership.
- b. Public Hearing: 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. City Attorney

16. City Administrator

- a. Staff report submitted with no requests for action.

17. Administration Department

- a. Assistant City Administrator – Staff report submitted with no requests for action.

Assistant City Administrator staff report 4.14.25

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

18. Police Department

- a. Staff report submitted with no requests for action

19. Public Works Department

- a. Staff report submitted with one request for action. Move to approve the purchase of 4 new tires for the 936 Caterpillar Loader from Southern Tire Mart in the amount of \$6,088.00, from line Item 10-10-6192.

20. Water Facilities Department

- a. Staff report submitted with no requests for action

21. Committee Reports

22. City Clerk/Treasurer

23. Mayor/Council

24. Adjourn to Executive Session

25. Executive Session

- a. Executive session under C.R.S. section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators; specifically concerning parking management services.

26. Adjourn to next Work Session and Regular Meeting April 28th, 2025.

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.

**IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
March 24, 2025**

The City Council of the City of Idaho Springs held a regular meeting on March 24, 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, Mayor Pro Tem Jeremy Jones, Councilmember Lisa Manifold, Councilmember Collier and Councilmember Janine Mariani. Councilmember Scott Pennell was 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. City Attorney Carmen Beery attended via ZOOM.

The Pledge of Allegiance was recited by all present.

AGENDA APPROVAL

Councilmember Manifold moved to approve the agenda. Mayor Pro Tem Jeremy Jones seconded the agenda, second followed by an all in favor voice vote.

CONFLICT OF INTEREST

None

APPROVAL OF MINUTES

Councilmember Mariani moved to approve the minutes of March 10th, 2025. Mayor Pro Tem Jeremy Jones seconded. Second followed by an all in favor voice vote.

APPROVAL OF BILLS

Mayor Pro Tem Jeremy Jones moved to approve the bills to March 24th, 2025. Councilmember Mariani seconded. Second followed by an all in favor roll call vote.

PUBLIC COMMENT

UNSCHEDULED PUBLIC COMMENT

LIQUOR LICENSING AUTHORITY

Public Hearing to consider an application for a Beer & Wine Liquor License for Big B's Soup & Grilled Cheese located at 2448 Colorado Blvd.

Mayor Harmon Opened the public hearing at 7:07 pm. Deputy City Clerk Wonder Martell went over her staff report with council. A completed petition was filed with the city with the required 25 signatures and there were no objections prior to this public hearing for this new liquor license. Notice of the public hearing was placed in the Clear Creek Courant Newspaper on March 6th, 2025, and was noticed physically at 2448 Colorado Blvd on March 14th, 2025.

Mayor Harmon asked the applicant to come provide testimony if he would like to. Applicant Brian Ormerod 2448 Colorado Blvd PO BOX 756 Idaho Springs CO 80452. Mr. Ormerod thanked City Council and Staff for their consideration of this liquor license and he feels it will be an added benefit to his restaurant and for the VCMP visitors.

There was no public comment on this hearing

Mayor Harmon closed the hearing at 7:09 pm. Mayor Pro Tem Jeremy Jones moved to approve a New Beer & Wine Liquor License for Big B's Soup and Grilled Cheese, located at 2448 Colorado Blvd. Councilmember Manifold seconded followed by an all in favor roll call vote. License is approved by the LLA.

FINANCE OFFICER

February 2025 financials are in the packet for council review, but the finance director was not present for this meeting.

RESOLUTIONS

1. Councilmember Mariani moved to approve Resolution #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. Councilmember Manifold asked for confirmation that this access is for emergency access only, Mayor Horman confirmed that it was for emergency access only. After discussion, Councilmember Collier seconded, second followed by an all in favor roll call vote.
2. **PH:** 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.

Mayor Harmon opened the Public Hearing at 7:12 pm. Mayor asked staff to give their report. City Administrator Andrew March advised council that this adjustment needed to be made because the building permit budget was much higher than anticipated and this is the way to get it worked out. Councilmember Collier asked why the number went up so much. Mayor Harmon stated the budgeted amount doubled and could be because of the VCMP project and the new Public Works Facility. Councilmember Collier asked if the city was still trying to get in house building services, and Mayor Harmon advised that they are talking about that. There were no comments for this Public Hearing.

Mayor Harmon closed the Public Hearing at 7:14 pm.

Councilmember Manifold moved 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. Councilmember Mariani seconded, second followed by an all in favor roll call vote.

ORDINANCE FIRST READING

Mayor Pro Tem Jeremy Jones moved 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. Councilmember Mariani seconded, second followed by discussion. Councilmember Mariani asked if there had been any challenges with last year's employee camping. Community Development Planner Dylan Graves stated that he had been advised of no challenges. Chief Busek advised council that the only challenge that he knew of was people driving on the greenway bike path. Mr. Graves advised Council that there would be a full public hearing at the second read of this ordinance that would include a lot more information. Discussion was followed by an all in favor roll call vote.

ORDINANCE SECOND READING

Councilmember Mariani moved to approve Ordinance #6, 2025 An Ordinance approving a Multi-Year Occupancy Agreement for that City-Owner Property known as 839 Colorado Highway 103. Councilmember Collier seconded, second followed by an all in favor roll call vote

PH: for Ordinance #5, Series 2025, and Ordinance Zoning the 1.99 Acre Parcel of Land Known as 839 Colorado Highway 103 to Residential Three (R-3).

Mayor Harmon opened the Public Hearing at 7:19 pm.

Community Development Planner Mr. Graves went over his staff report with council. Mr. Graves stated that this hearing was continued from last meeting in order to achieve all the required public notices. Mr. Graves went over the criteria for approval of this rezoning. Mr. Graves mentioned that once the property is zoned, that does not grant development by right, and all development would need to go through the FDP process which would include Planning Commission and City Council. Mr. Graves stated that this property was purchased in 2024 and is only to be used for affordable senior housing, this property is adjacent to the Idaho Springs cemetery and is currently zoned by the county as single family. Mr. Graves went over the R-3 standards. Mr. Graves mentioned that his use is in alignment with the COMP plan which calls for mixed use and Exit 240 was identified as a potential spot for multi-family housing. The zoning of this parcel to R-3 would allow seniors to age in place. A Housing needs assessment was done in 2018 and identified a need for an additional 25-50 more affordable senior housing units. Mr. Graves reminded the room that an FDP process would be required prior to any development, and there is already R-3 zoning in the immediate area. Mayor Harmon asked Mr. Graves to confirm that R-3 has a height limit of 35 feet. Mr. Graves advised that it is correct, and Mayor Harmon asked if those 35 feet was an average? Like could it be 30 feet on one side, and 40 feet on the other creating a average height of 35 feet? Mr. Graves stated that was his understanding. Mr. Graves stated that he recommends approval of this rezoning.

Public Comment: Deputy City Clerk Wonder Martell swore in each person providing testimony.

Craig Hirneisen 740 & 760 Highway 103: Mr. Hirneisen is opposed to this rezoning. The rezoning is going to drastically change our little paradise, these small areas of paradise are fewer and fewer, Mr. Hirneisen has two specific points: 1. Wildlife corridor. Mr. Hirneisen stated that all of the wildlife (foxes, deer, sheep, etc) are used to having this area as a corridor and the addition of this senior housing would disrupt wildlife. 2. The impact on Chicago Creek itself, Mr. Hirneisen mentioned that Chicago Creek is a reproducing brown trout stream and that if this development occurs, a retention pond would need to be built for the runoff. Mr. Hirneisen also stated that a Flow Study will need to be done on the Chicago Creek Sewer line. Mr. Hirneisen states this is not an appropriate place for senior housing and that CDOT has a 16-foot ROW at Al Browns property.

Rhonda Reagon 878 Colorado Highway 103 – Ms. Reagon stated that they are in opposition of this change. This change will make big changes in the current neighborhood, and this will desecrate the mountain, the creek, wildlife and create additional pollution. Ms. Reagon also mentioned this will affect the traffic in the area, and that this in no way was going to enhance the neighborhood but will the beginning of destroying it.

Rick Wells 796 Chicago Creek Road – Mr. Wells thanked Mayor, Council and Staff for holding this public meeting. Mr. Wells stated that Al Brown had every right to sell his property and that the City has every right to purchase the property and to re-zone it. Mr. Wells wanted to point out that he was not aware of this until a week ago and only saw the postings last week. In the future, Mr. Wells would like to be notified as required per the law, and that all stake holders get proper notice. This property is a bit int the scenic byway and Mr. Wells lives across from this property and its mostly an open range and this will defiantly change where the wildlife goes. Mr. Wells stated this will change everything about where he lives, the taxes on water/sewer system will increase, there will be an increased fire risk, and that memory issues are big when you speak about seniors. Mr. Wells is also worried about ingress and egress, a lot of additional congestion. Mr. Wells stated he would like to be more aware and would like to be more included and not kept in the dark. Mr. Wells also stated he is worried about seniors being so close to the busy road.

Craig Hirneisen 740 & 760 Highway 103 made second comment: Mr. Hirneisen stated he is also worried about the increased fire danger, and that there are thousands of acres of beetle kill and all the wind coming down the valley, there is a possibility for a major wildfire.

Amy Howerton 653 Chicago Creek Road – Mr. Howerton stated that her homeowner’s insurance has quadrupled, and that fire is a real threat.

Mayor Harmon closed the public hearing at 7:53 pm.

DISCUSSION – Councilmember Manifold stated that R-3 zoning has a requirement of 50% open space and does that 50% also include parking? Would a parking lot be considered part of the 50% open space?

Community Development Planner Dylan Graves stated no, the requirement is for unobstructed open space, so that would not include the parking lot. Councilmember Manifold stated that the only allowed use of this property was for affordable senior housing. Councilmember Collier stated that this use follows the COMP plan, the States plan, and the plan of Clear Creek County and that the city should make sure that the impact is minimal and that the public is included in the Planning Commission meetings.

VOTE: Mayor Harmon moved to approve Ordinance #5, Series 2025, An Ordinance Zoning the 1.99 Acre Parcel of City-owned Land within the J.J. Placer location 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). Councilmember Collier seconded, second followed by an all in favor roll call vote.

CITY ATTORNEY

City Attorney Carmen Beery was in attendance Via ZOOM but had nothing to present to council.

CITY ADMINISTRATOR

Staff report submitted with two requests for action.

1. Councilmember Collier moved to approve a proposal from Mammoth Moving and Riggins, Inc. in the amount of \$40,000.00 to relocate the stage from the east field to the west field at Shelly-Quinn Park (account #21-00-6032). Councilmember Manifold seconded, second followed by an all in favor roll call vote.
2. Councilmember Collier moved to approve a proposal from Chase Fabrications in the amount of \$12,495.00 for the metalwork and welding related to the relocation of the stage (account #21-00-6032). Councilmember Mariani Seconded, second followed by an all in favor roll call vote.

City Administrator Andrew Marsh advised council that the council retreat has been schedule for Friday May 16th, from 9am to 3pm to be held at Tommyknocker Brewery located at 1401 Miner Street.

ADMINISTRATIVE DEPARTMENT

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

1. Councilmember Mariani moved to approve the City to submit a Tier 1 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 projected budget of \$400,000.00. Councilmember Manifold seconded, second followed by an all in favor roll call vote.
2. Councilmember Manifold moved to approve the City to submit a Congressionally Directed Spending request for \$2,000,000.00 for the primary goal to design, engineer, and construct a pedestrian bridge over Interstate 70 at exit 240. Mayor Pro Tem Jeremy Jones seconded. Councilmember Manifold asked if this was the estimation of the entire cost of the project, Mr. Marsh advised that it was not, it was only the beginning. Ms. Manifold asked if any other stakeholders were trying to obtain grants for this project (example the Clear Creek School District). Mayor Harmon advised Ms. Manifold that the involvement has been letters of support. Discussion followed by an all in favor roll call vote.

Community Development Planner- Staff report submitted with no requests for action. MR. Graves advised council that they should read Maria Schanhals report on the new SOP for naming files and that he is working on building out E-Alerts on the new website.

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

POLICE DEPARTMENT

Staff report submitted with no requests for action. Councilmember Manifold asked if the Code officer had been focusing on abandoned vehicles, and Chief Buseck advised that he has, and that three were tagged today.

PUBLIC WORKS

Staff report submitted with one request for action. Councilmember Collier moved to approve the Courtney-Ryley-Cooper Parks Maintenance contract, for the 2025 season to Granit Property Services LLC., in the amount of \$23,119.05, from line item 10-60-5108. Councilmember Mariani seconded followed by an all in favor roll call vote.

WATER FACILITIES DEPARTMENT

Staff report submitted with no requests for action. Mr. Sigward won Pant of the Year award. Everyone expressed thanks and gratitude to Mr. Sigward. Mr. Sigward reminded the room that he is only as good as his team, and that he's got a great team.

COMMITTEE REPORTS

CITY CLERK/TREASURER

MAYOR/COUNCIL

Councilmember Mariani reminded council that the Opioid Council was meeting this Thursday March 27th at noon at the Clear Creek Health and Wellness Center (1969 Miner Street), and that the Housing Authority Board is looking to pass bylaws at their April 7th, 2025 meeting and they were looking to hire an executive director.

ADJOURN

Mayor Harmon adjourned the meeting at 8:15 pm.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 7.a: Motion to approve the bills to 4/14/2025

Staff Report

Attachments:

1. 4.14.25 Invoice Register

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Alsco - Denver Linen (13)								
3087391								
3087391	Invoice	Carpets	03/25/2025	04/04/2025	92.85	Open	03/25	10-30-5108
Total 3087391:					92.85			
Total Alsco - Denver Linen (13):					92.85			
AmeriGas (1478)								
3175609861								
3175609861	Invoice	Propane PW	03/25/2025	04/24/2025	588.73	Open	03/25	10-10-6001
Total 3175609861:					588.73			
3175875069								
3175875069	Invoice	Propane	03/31/2025	04/30/2025	4,849.77	Open	03/25	51-00-6001
Total 3175875069:					4,849.77			
3175875071								
3175875071	Invoice	Propane	03/31/2025	04/30/2025	1,719.53	Open	03/25	51-00-6001
Total 3175875071:					1,719.53			
Total AmeriGas (1478):					7,158.03			
AT&T Mobility (283)								
287246995984X03212025								
287246995984X03212025	Invoice	Cell Phone/WasteWater	03/21/2025	04/08/2025	107.86	Open	03/25	52-00-5335
287246995984X03212025	Invoice	Cell Phones/Water	03/21/2025	04/08/2025	107.86	Open	03/25	51-00-5335
Total 287246995984X03212025:					215.72			
Total AT&T Mobility (283):					215.72			
AV-TECH Electronics (1941)								
0097301								
0097301	Invoice	2024 instert retrofit	01/28/2025	02/28/2025	196.20	Open	01/25	10-30-5108
Total 0097301:					196.20			
0097384								
0097384	Invoice	2023 Ford Add black out module	02/04/2025	03/04/2025	557.20	Open	02/25	10-30-5108
Total 0097384:					557.20			
0097584								
0097584	Invoice	2023 Ford Add black out module	02/19/2025	03/19/2025	423.35	Open	02/25	10-30-5108
Total 0097584:					423.35			
0098014								
0098014	Invoice	Pit bar and push bumper install - 0	03/28/2025	04/28/2025	1,532.19	Open	03/25	21-00-6026
Total 0098014:					1,532.19			
Total AV-TECH Electronics (1941):					2,708.94			
Axon Enterprise (1731)								
335893								
335893	Invoice	battery	04/01/2025	05/01/2025	3.60	Open	04/25	10-30-5105
335893	Invoice	signal sidearm kit	04/01/2025	05/01/2025	448.20	Open	04/25	10-30-5105

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 335893:					451.80			
Total Axon Enterprise (1731):					451.80			
Browns Hill Engineering & Cont (1416)								
30118								
30118	Invoice	Service Work WTP	03/27/2025	04/27/2025	1,094.80	Open	03/25	51-00-5209
Total 30118:					1,094.80			
30119								
30119	Invoice	Service WWTP	03/27/2025	04/27/2025	674.80	Open	03/25	52-00-5209
Total 30119:					674.80			
1552								
1552	Invoice	WTP SCADA Leasing Agreement	04/01/2025	05/01/2025	8,238.00	Open	05/25	51-00-5000
Total 1552:					8,238.00			
1553								
1553	Invoice	WWTP SCADA Leasing Agreeeme	04/01/2025	05/01/2025	1,620.00	Open	05/25	52-00-5000
Total 1553:					1,620.00			
30139								
30139	Invoice	Starlink Service	04/01/2025	04/28/2025	287.00	Open	04/25	51-00-5335
Total 30139:					287.00			
Total Browns Hill Engineering & Cont (1416):					11,914.60			
CCMRD (43)								
1044								
1044	Invoice	Skatepark Engagement Meeting	03/25/2025	04/09/2025	130.89	Open	03/25	21-00-6032
Total 1044:					130.89			
1089								
1089	Invoice	Rec Center Passes - Admin	04/03/2025	04/18/2025	190.00	Open	03/25	10-20-5215
1089	Invoice	Rec Center Passes - PD	04/03/2025	04/18/2025	85.00	Open	03/25	10-30-5215
1089	Invoice	Rec Center Passes - Water	04/03/2025	04/18/2025	45.00	Open	03/25	51-00-5215
Total 1089:					320.00			
Total CCMRD (43):					450.89			
CenturyLink (569)								
333637776-3222025								
333637776-3222025	Invoice	WWTP Phone Line	03/22/2025	04/14/2025	138.35	Open	04/25	52-00-5303
Total 333637776-3222025:					138.35			
333710092-3252025								
333710092-3252025	Invoice	Water Phone Line	03/25/2025	04/14/2025	228.53	Open	04/25	51-00-5303
Total 333710092-3252025:					228.53			
333469199-3282025								
333469199-3282025	Invoice	PW Internet	03/28/2025	04/16/2025	102.94	Open	04/25	10-10-5303

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 333469199-3282025:					102.94			
Total CenturyLink (569):					469.82			
Chicago Creek Sanitation (434)								
2025-04								
2025-04	Invoice	Chicago Creek Sanitation District	03/24/2025	04/24/2025	197.00	Open	04/25	52-00-5206
Total 2025-04:					197.00			
Total Chicago Creek Sanitation (434):					197.00			
City of Idaho Springs (289)								
25IDSP-00032								
25IDSP-00032	Invoice	Demo Permit 1744 PD	03/25/2025	04/25/2025	37.50	Open	04/25	21-00-7045
Total 25IDSP-00032:					37.50			
4.1.25								
4.1.25	Invoice	Payroll Transfer	04/01/2025	04/01/2025	300,000.00	Open	04/25	10-00-1580
Total 4.1.25:					300,000.00			
25IDSP-00033								
25IDSP-00033	Invoice	Stage Relocation Permit	04/02/2025	05/02/2025	303.68	Open	04/25	21-00-6032
Total 25IDSP-00033:					303.68			
Total City of Idaho Springs (289):					300,341.18			
CivicPlus LLC (2039)								
331442								
331442	Invoice	Municode full service online	05/01/2025	05/31/2025	577.50	Open	05/25	10-20-5322
Total 331442:					577.50			
Total CivicPlus LLC (2039):					577.50			
Clear Creek County Clerk & Rec (61)								
0046035								
0046035	Invoice	Document Recording	03/17/2025	04/17/2025	33.00	Open	03/25	10-20-5316
Total 0046035:					33.00			
Total Clear Creek County Clerk & Rec (61):					33.00			
Clear Creek County Road & Bridge (1278)								
04.02.25								
04.02.25	Invoice	Fleet fuel/Parks	04/02/2025	04/30/2025	479.67	Open	03/25	10-60-6191
04.02.25	Invoice	Fleet fuel/Police	04/02/2025	04/30/2025	2,425.12	Open	03/25	10-30-6191
04.02.25	Invoice	Fleet fuel/Streets	04/02/2025	04/30/2025	569.94	Open	03/25	10-10-6191
04.02.25	Invoice	Fleet fuel/WasteWater	04/02/2025	04/30/2025	129.77	Open	03/25	52-00-6191
04.02.25	Invoice	Fleet fuel/Water	04/02/2025	04/30/2025	129.77	Open	03/25	51-00-6191
Total 04.02.25:					3,734.27			
Total Clear Creek County Road & Bridge (1278):					3,734.27			
Clear Creek Fire Authority (65)								
Q2 2025								
Q2 2025	Invoice	2nd Quarter	04/01/2025	05/15/2025	77,385.00	Open	04/25	10-50-5050

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account	
Total Q2 2025:					77,385.00				
Total Clear Creek Fire Authority (65):					77,385.00				
Clear Creek Supply (291)									
7944	7944	Invoice	extension cord	03/17/2025	04/17/2025	44.99	Open	03/25	10-10-6020
Total 7944:					44.99				
7975	7975	Invoice	compression fitting and copper	03/18/2025	04/18/2025	9.39	Open	03/25	10-60-6200
Total 7975:					9.39				
4072	4072	Invoice	socket, breaker bar, handle wedg	03/19/2025	04/19/2025	53.25	Open	03/25	10-10-6020
Total 4072:					53.25				
4076	4076	Invoice	gloves	03/20/2025	04/20/2025	14.00	Open	03/25	10-10-6040
Total 4076:					14.00				
4082	4082	Invoice	caulk gun	03/20/2025	04/20/2025	11.99	Open	03/25	10-60-5208
Total 4082:					11.99				
8037	8037	Invoice	liquid nail	03/20/2025	04/20/2025	12.98	Open	03/25	10-60-6010
Total 8037:					12.98				
8166	8166	Invoice	loader bunji	03/25/2025	04/25/2025	33.10	Open	03/25	10-10-6193
Total 8166:					33.10				
4176	4176	Invoice	bunji	04/01/2025	05/01/2025	16.74	Open	04/25	10-10-6193
Total 4176:					16.74				
Total Clear Creek Supply (291):					196.44				
Colorado Analytical Lab (945)									
250318088	250318088	Invoice	total coliform P/A compl	03/19/2025	04/19/2025	103.50	Open	03/25	51-00-5201
Total 250318088:					103.50				
250318096	250318096	Invoice	bod-5	03/24/2025	04/24/2025	66.60	Open	03/25	52-00-5201
Total 250318096:					66.60				
250318080	250318080	Invoice	Water - Drinking	04/01/2025	05/01/2025	792.00	Open	04/25	51-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 250318080:					792.00			
250401014								
250401014	Invoice	total coliform P/A compl	04/02/2025	05/02/2025	20.70	Open	04/25	51-00-5201
Total 250401014:					20.70			
Total Colorado Analytical Lab (945):					982.80			
Colorado Association of Chiefs of Police (36)								
5255								
5255	Invoice	Membership Renewal	03/23/2025	04/22/2025	430.00	Open	04/25	10-30-5304
Total 5255:					430.00			
Total Colorado Association of Chiefs of Police (36):					430.00			
Colorado Barricade Co. LLC (79)								
65165183								
65165183	Invoice	signs	01/21/2025	04/25/2025	188.00	Open	03/25	10-10-6091
Total 65165183:					188.00			
Total Colorado Barricade Co. LLC (79):					188.00			
Colorado Community Media (1981)								
132255								
132255	Invoice	Legal Publication	03/21/2025	04/20/2025	125.96	Open	03/25	10-20-5312
Total 132255:					125.96			
132768								
132768	Invoice	Legal Publication	03/28/2025	04/27/2025	63.44	Open	03/25	10-20-5312
Total 132768:					63.44			
133399								
133399	Invoice	Legal Publication	04/04/2025	05/04/2025	376.40	Open	04/25	10-20-5312
Total 133399:					376.40			
Total Colorado Community Media (1981):					565.80			
Colorado Mountain Bike Association (1835)								
7378								
7378	Invoice	VCMP Graphic Design and Signs	04/08/2025	05/08/2025	5,400.53	Open	03/25	21-00-6024
7378	Invoice	VCMP Trail Project Management	04/08/2025	05/08/2025	20,350.00	Open	03/25	21-00-6024
Total 7378:					25,750.53			
7379								
7379	Invoice	VCMP Trails Maintenance	04/09/2025	05/09/2025	4,959.36	Open	03/25	10-60-5211
Total 7379:					4,959.36			
Total Colorado Mountain Bike Association (1835):					30,709.89			
Common Knowledge Technology, Inc (1549)								
65820								
65820	Invoice	shipping	03/21/2025	04/20/2025	48.72	Open	03/25	52-00-5108
65820	Invoice	shipping	03/21/2025	04/20/2025	48.72	Open	03/25	51-00-5108

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 65820:					97.44			
Total Common Knowledge Technology, Inc (1549):					97.44			
Doyle Disposal (380)								
28921								
28921	Invoice	WWTP Dumpster	03/25/2025	04/25/2025	453.00	Open	04/25	52-00-5202
Total 28921:					453.00			
29533								
29533	Invoice	Dumpsters for City Clean up day	05/17/2025	05/17/2025	600.00	Open	05/25	10-21-5032
Total 29533:					600.00			
Total Doyle Disposal (380):					1,053.00			
Dulaney Architecture (2122)								
4-2023-61								
4-2023-61	Invoice	Design Development New PD	04/04/2025	05/04/2025	19,110.00	Open	03/25	21-00-7045
Total 4-2023-61:					19,110.00			
Total Dulaney Architecture (2122):					19,110.00			
Economy Air Conditioning & Heating (1735)								
46261								
46261	Invoice	Citizens park heater	03/06/2025	04/06/2025	1,002.50	Open	03/25	10-60-5208
Total 46261:					1,002.50			
Total Economy Air Conditioning & Heating (1735):					1,002.50			
Employee (2093)								
3.19.25								
3.19.25	Invoice	training meal	03/19/2025	04/18/2025	18.01	Open	03/25	10-30-5212
Total 3.19.25:					18.01			
3/19/25								
3/19/25	Invoice	costco run- coffee	03/19/2025	04/18/2025	32.99	Open	03/25	10-30-6010
Total 3/19/25:					32.99			
Total Employee (2093):					51.00			
FlowRide Concepts (2028)								
194								
194	Invoice	Eureka Trail and Rosa Gulch Reb	04/07/2025	04/30/2025	83,156.19	Open	03/25	21-00-6024
Total 194:					83,156.19			
Total FlowRide Concepts (2028):					83,156.19			
Frontier Fire Protection Inc. (1480)								
W00082320A								
W00082320A	Invoice	annual inspections	03/24/2025	04/23/2025	1,835.00	Open	03/25	10-21-5430
Total W00082320A:					1,835.00			
Total Frontier Fire Protection Inc. (1480):					1,835.00			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Galls (527)								
030699933								
030699933	Invoice	tie bar - huckle	03/11/2025	04/30/2025	6.36	Open	03/25	10-30-6030
Total 030699933:					6.36			
030738917								
030738917	Invoice	trousers - huckle	03/14/2025	04/13/2025	74.40	Open	03/25	10-30-6030
Total 030738917:					74.40			
Total Galls (527):					80.76			
Glock Professional, Inc. (1786)								
100211476								
100211476	Invoice	Armorer's Course - Hardey	03/31/2025	04/30/2025	300.00	Open	03/25	10-30-5212
Total 100211476:					300.00			
Total Glock Professional, Inc. (1786):					300.00			
Goodyear Auto Service Center (131)								
44354								
44354	Invoice	2023 Frod Truck oil change and al	04/02/2025	05/01/2025	318.86	Open	04/25	10-30-6100
Total 44354:					318.86			
Total Goodyear Auto Service Center (131):					318.86			
Hayes Poznanovic Korver LLC (214)								
129								
129	Invoice	General Legal Water Matters	04/04/2025	05/04/2025	149.35	Open	03/25	51-00-5101
Total 129:					149.35			
Total Hayes Poznanovic Korver LLC (214):					149.35			
HDR Engineering, Inc (1605)								
1240027031								
1240027031	Invoice	Virginia Canyon/Virginia Street	04/01/2025	05/01/2025	104,991.25	Open	03/25	52-72-7320
Total 1240027031:					104,991.25			
Total HDR Engineering, Inc (1605):					104,991.25			
Highlands Ranch Law Enforcement Training (2045)								
ISPD4-25								
ISPD4-25	Invoice	Shooting Range	04/02/2025	05/10/2025	550.00	Open	04/25	10-30-5212
Total ISPD4-25:					550.00			
Total Highlands Ranch Law Enforcement Training (2045):					550.00			
Hoehn Architects P.C. (1444)								
2404-5								
2404-5	Invoice	Powder House Rehabilitation	04/01/2025	05/01/2025	1,330.00	Open	03/25	21-61-7042
2404-5	Invoice	travel expense	04/01/2025	05/01/2025	43.40	Open	03/25	21-61-7042
Total 2404-5:					1,373.40			
Total Hoehn Architects P.C. (1444):					1,373.40			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Home Depot Credit Services (578)								
2022459/2587835/5023275/201418								
2022459/2587835/502327	Invoice	exit sign	03/28/2025	04/30/2025	137.94	Open	03/25	10-60-5208
2022459/2587835/502327	Invoice	exterior paint	03/28/2025	04/30/2025	225.00	Open	03/25	10-60-6200
2022459/2587835/502327	Invoice	misc tools	03/28/2025	04/30/2025	99.32	Open	03/25	10-60-6020
2022459/2587835/502327	Invoice	recycling bags	03/28/2025	04/30/2025	239.70	Open	03/25	10-60-6010
2022459/2587835/502327	Invoice	trash cans	03/28/2025	04/30/2025	163.88	Open	03/25	10-60-6200
2022459/2587835/502327	Invoice	utility knife roller cover misc	03/28/2025	04/30/2025	40.02	Open	03/25	10-60-6200
2022459/2587835/502327	Invoice	utility pump	03/28/2025	04/30/2025	139.00	Open	03/25	52-00-6004
Total 2022459/2587835/5023275/201418:					1,044.86			
Total Home Depot Credit Services (578):					1,044.86			
Hotel Colorado (2195)								
4.23.25 MARSH								
4.23.25 MARSH	Invoice	Managers Conference - Marsh	01/29/2025	04/23/2025	280.00	Open	03/25	10-20-5305
Total 4.23.25 MARSH:					280.00			
4.23.25 SCHANHALS								
4.23.25 SCHANHALS	Invoice	Managers Conference - Schanhal	01/30/2025	04/23/2025	420.00	Open	03/25	10-20-5305
Total 4.23.25 SCHANHALS:					420.00			
Total Hotel Colorado (2195):					700.00			
HydroLogik LLC (1880)								
250373								
250373	Invoice	Little Bear Blue Ditch Annual Cell	04/01/2025	04/30/2025	420.00	Open	04/25	51-15-6003
Total 250373:					420.00			
Total HydroLogik LLC (1880):					420.00			
Jeffcom 911 (2119)								
ISPD-2025-2								
ISPD-2025-2	Invoice	2nd Quarter Fees Contribution	03/31/2025	05/01/2025	47,212.75	Open	04/25	10-30-5105
Total ISPD-2025-2:					47,212.75			
Total Jeffcom 911 (2119):					47,212.75			
JVA Incorporated (1110)								
22546								
22546	Invoice	On Call - Highway 103 grant	02/28/2025	04/28/2025	432.00	Open	02/25	21-00-5103
Total 22546:					432.00			
Total JVA Incorporated (1110):					432.00			
Language Line Services (2102)								
11561819								
11561819	Invoice	Interpreter Services	03/31/2025	04/30/2025	39.36	Open	03/25	10-40-5320
Total 11561819:					39.36			
Total Language Line Services (2102):					39.36			
Mayberry & Company (1666)								
825								
825	Invoice	Audit - Admin	03/30/2025	04/30/2025	4,650.00	Open	03/25	10-20-5102
825	Invoice	Audit - Wasterwater	03/30/2025	04/30/2025	2,325.00	Open	03/25	52-00-5102

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
825	Invoice	Audit - Water	03/30/2025	04/30/2025	2,325.00	Open	03/25	51-00-5102
Total 825:					9,300.00			
Total Mayberry & Company (1666):					9,300.00			
McDonald Farms (1588)								
0141362	Invoice	WasteWater Hauled to Landfill	03/31/2025	04/15/2025	1,314.00	Open	03/25	52-00-5250
Total 0141362:					1,314.00			
Total McDonald Farms (1588):					1,314.00			
Mission Communications LLC (2191)								
5001309	Invoice	Radios	12/03/2024	04/30/2025	15,925.00	Open	03/25	21-00-6026
Total 5001309:					15,925.00			
Total Mission Communications LLC (2191):					15,925.00			
Murray Dahl Beery & Renaud (806)								
MAR 05, 2025								
MAR 05, 2025	Invoice	Developer Account Legals	03/05/2025	04/05/2025	538.00	Open	02/25	10-00-2401
MAR 05, 2025	Invoice	General legal	03/05/2025	04/05/2025	15,288.35	Open	02/25	10-20-5101
Total MAR 05, 2025:					15,826.35			
APR 3, 2025								
APR 3, 2025	Invoice	Developer Account Legals - AVA	04/03/2025	05/02/2025	246.25	Open	03/25	10-00-2401
APR 3, 2025	Invoice	General legal - admin	04/03/2025	05/02/2025	10,261.30	Open	03/25	10-20-5101
APR 3, 2025	Invoice	General legal - pd	04/03/2025	05/02/2025	758.50	Open	03/25	10-30-5101
Total APR 3, 2025:					11,266.05			
Total Murray Dahl Beery & Renaud (806):					27,092.40			
One Time Vendor (2193)								
1.20.2025								
1.20.2025	Invoice	Deposit of Stage Relocation	01/20/2025	03/31/2025	8,000.00	Open	03/25	21-00-6032
Total 1.20.2025:					8,000.00			
5583								
5583	Invoice	Sewer Main Backup 3323 Riversi	04/02/2025	05/01/2025	8,083.97	Open	03/25	52-00-5314
Total 5583:					8,083.97			
58								
58	Invoice	Disassemble Stage Relocation	04/07/2025	04/14/2025	3,930.00	Open	04/25	21-00-6032
Total 58:					3,930.00			
Total One Time Vendor (2193):					20,013.97			
Peak Performance Imaging Solutions (409)								
71606								
71606	Invoice	PD meter billing for printer	04/01/2025	04/16/2025	65.93	Open	03/25	10-30-5309
Total 71606:					65.93			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Peak Performance Imaging Solutions (409):					65.93			
Quill Corporation (230)								
43461750/43459009								
43461750/43459009	Invoice	Cups and plates	03/26/2025	04/25/2025	156.38	Open	03/25	10-20-6010
43461750/43459009	Invoice	Poly mailers	03/26/2025	04/25/2025	154.07	Open	03/25	10-20-6010
Total 43461750/43459009:					310.45			
Total Quill Corporation (230):					310.45			
Ramey Environmental Compliance, INC (898)								
29366								
29366	Invoice	Grease Trap Inspections/McDonal	03/31/2025	04/30/2025	77.00	Open	03/25	52-00-5000
Total 29366:					77.00			
Total Ramey Environmental Compliance, INC (898):					77.00			
RPW Management (2194)								
1								
1	Invoice	Insurance	04/08/2025	05/07/2025	1,660.00	Open	03/25	21-00-6032
1	Invoice	Reimbursibles	04/08/2025	05/07/2025	101.77	Open	03/25	21-00-6032
1	Invoice	Stage Relocation	04/08/2025	05/07/2025	9,113.75	Open	03/25	21-00-6032
Total 1:					10,875.52			
Total RPW Management (2194):					10,875.52			
Saela Pest Control (2027)								
11131162								
11131162	Invoice	Pest Control	03/20/2025	04/19/2025	130.00	Open	03/25	10-30-5108
Total 11131162:					130.00			
Total Saela Pest Control (2027):					130.00			
T Mobile (2040)								
995996113-3212025								
995996113-3212025	Invoice	Admin - Cell Phones	03/21/2025	04/19/2025	239.40	Open	03/25	10-20-5335
995996113-3212025	Invoice	Parks - Cell Phone	03/21/2025	04/19/2025	79.80	Open	03/25	10-60-5335
995996113-3212025	Invoice	Streets - Cell Phones	03/21/2025	04/19/2025	466.28	Open	03/25	10-10-5335
Total 995996113-3212025:					785.48			
Total T Mobile (2040):					785.48			
THK Associates (1669)								
6305806								
6305806	Invoice	Shelly Quinn Ballfields Redevelop	04/01/2025	04/30/2025	4,862.50	Open	03/25	21-00-6032
Total 6305806:					4,862.50			
Total THK Associates (1669):					4,862.50			
Timberline Disposal (1467)								
5735008V324								
5735008V324	Invoice	Hwy 103 toilet	03/17/2025	03/17/2025	258.06	Open	03/25	52-00-5202
Total 5735008V324:					258.06			
5755831V324								
5755831V324	Invoice	200 W. Colorado Blvd Trash	04/01/2025	04/01/2025	448.60	Open	04/25	10-10-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
5755831V324	Invoice	Toilet VCMP	04/01/2025	04/01/2025	468.58	Open	04/25	10-60-5202
Total 5755831V324:					917.18			
Total Timberline Disposal (1467):					1,175.24			
TK Elevator Corporation (1578)								
3008447478								
3008447478	Invoice	Elevator Maintenance - Visitor's C	04/01/2025	05/01/2025	670.42	Open	04/25	10-21-5430
Total 3008447478:					670.42			
Total TK Elevator Corporation (1578):					670.42			
USA Blue Book (376)								
669126/650979/650996/662185								
669126/650979/650996/66	Invoice	gate valve	04/02/2025	05/01/2025	216.01	Open	04/25	52-72-7310
669126/650979/650996/66	Invoice	pvc pipe 2"	04/02/2025	05/01/2025	33.15	Open	04/25	52-72-7310
669126/650979/650996/66	Invoice	pvc saddle	04/02/2025	05/01/2025	143.95	Open	04/25	52-72-7310
Total 669126/650979/650996/662185:					393.11			
Total USA Blue Book (376):					393.11			
Utility Notification Center of Colorado (1984)								
225030769								
225030769	Invoice	Locates - Water	03/31/2025	04/30/2025	26.12	Open	03/25	51-00-5108
225030769	Invoice	Locates - WW	03/31/2025	04/30/2025	26.11	Open	03/25	52-00-5108
Total 225030769:					52.23			
Total Utility Notification Center of Colorado (1984):					52.23			
Veolia WTS Analytical Instruments (1803)								
903171251								
903171251	Invoice	Service Contract	03/27/2025	04/26/2025	5,804.00	Open	03/25	51-00-5209
Total 903171251:					5,804.00			
Total Veolia WTS Analytical Instruments (1803):					5,804.00			
W.E. O'Neil (2192)								
1425501								
1425501	Invoice	Preconstruction Services PD	03/31/2025	04/30/2025	13,458.50	Open	03/25	21-00-7045
Total 1425501:					13,458.50			
Total W.E. O'Neil (2192):					13,458.50			
WEX BANK (1459)								
103611239								
103611239	Invoice	Fleet fuel - Police	03/23/2025	04/14/2025	500.58	Open	03/25	10-30-6191
Total 103611239:					500.58			
Total WEX BANK (1459):					500.58			
Grand Totals:					815,527.58			

GL Period	Amount
GL Period	Amount
01/25	196.20
04/25	435,632.96
03/25	351,424.02
02/25	17,238.90
05/25	11,035.50
Grand Totals:	815,527.58

Vendor number hash:0

Vendor number hash - split:0

Total number of invoices:0

Total number of transactions:0



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 10.a: Public Hearing: on Resolution #14, Series 2025 A Resolution Approving Applications For A Change in Controlling Beneficial Ownership Of the Retail Marijuana Store and Cultivation Facility Located at 2313 Colorado Boulevard From Mountain Medicinals, Inc. to Great Divide Lettuce Colony, Inc.

Staff Report

Attachments:

1. Resolution #14, Series 2025 Change CBO store and cultivation 2313 Colo Blvd Mtn Medicinal to Great Lettuce
2. Exhibit A 2313 Colo Blvd CBO
3. COB Mtn Medicinals Great Lettuce Packet

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 14, Series 2025

A RESOLUTION APPROVING APPLICATIONS FOR A CHANGE IN CONTROLLING BENEFICIAL OWNERSHIP OF THE RETAIL MARIJUANA STORE AND CULTIVATION FACILITY LOCATED AT 2313 COLORADO BOULEVARD FROM MOUNTAIN MEDICINALS, INC. TO GREAT DIVIDE LETTUCE COLONY, INC.

WHEREAS, pursuant to Idaho Springs Municipal Code (“Code”) Section 9-154, the Idaho Springs City Council (“City Council”) serves as the City of Idaho Springs Marijuana Licensing Authority; and

WHEREAS, serving in such capacity, the City Council possesses all the authority pursuant to state law and the Code to grant or deny licenses, as well as all the powers of a local licensing authority as set forth in the Colorado Marijuana Code, C.R.S. § 44-10-101 et seq.; and

WHEREAS, Mountain Medicinals, Inc. was previously granted approval by both the City and the State to conduct retail marijuana store and cultivation activities at 2313 Colorado Boulevard, Idaho Springs, Colorado (collectively, the “Licensed Premises”); and

WHEREAS, the controlling owners of Mountain Medicinals Inc. and Great Divide Lettuce Colony, Inc. (collectively, the “Applicants”) have filed an application to change the ownership of the Licensed Premises from the former to the latter, all as set forth in the application and associated materials filed by the Applicant with the Colorado Marijuana Enforcement Division on February 25, 2025 (the “Application”); and

WHEREAS, a proposed change in the controlling beneficial ownership of marijuana-related licensed businesses must be reported to, and approved by, both the state and local licensing authorities; and

WHEREAS, Code § 9-159(A) requires the City Council to conduct a public hearing on any application for a change in ownership; and

WHEREAS, on April 14, 2025, after due and proper notice thereof had been given in accordance with Code § 9-159(B), the City Council conducted a hearing on the proposed change in ownership as proposed by the Application; and

WHEREAS, after considering all of the evidence and testimony brought before it, the City Council finds and determines that the new proposed owner is eligible to have a legal interest in the respective licenses; and

WHEREAS, the City Council therefore desires to approve such applications and provide this written notice of its decision in accordance with Code § 9-159(C).

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

Section 1. The above and foregoing recitals are incorporated herein as specific findings and determinations of the City Council.

Section 2. The applications for a Change of Controlling Beneficial Owner of the following listed licensed premises from Mountain Medicinals, Inc. to Great Divide Lettuce Colony, Inc., are hereby approved:

License No. 402R-00161 (Retail Marijuana Store) – 2313 Colorado Boulevard

License No. 403R-00211 (Retail Marijuana Cultivation) – 2313 Colorado Boulevard

Section 3. Approval of the Change of Controlling Beneficial Owner for the licensed premises named in Section 2 hereof does not constitute approval of the conduct of, or the issuance of a license for, any other marijuana-related business or operation by the Applicant within the City.

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

Section 5. Any and all Resolutions 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 Resolution or part thereof shall not revive any other section or part of any Resolution heretofore repealed or superseded.

RESOLVED, APPROVED, and ADOPTED this 14th day of April, 2025.

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Idaho Springs ***
PO Box 907
Idaho Springs CO 80452



Public Notice

**CITY OF IDAHO SPRINGS
MARIJUANA LICENSING AUTHORITY
NOTICE OF PUBLIC HEARING ON A
TRANSFER OF OWNERSHIP
APPLICATION INVOLVING
CONTROLLING BENEFICIAL OWNERS**

NOTICE IS HEREBY GIVEN that, a public hearing will be held commencing at 7:00 p.m., or as soon thereafter as the matter may be heard, on the 14th day of April, 2025, before the Idaho Springs City Council, sitting as the Idaho Springs Marijuana Licensing Authority.

This hearing will be held at the Idaho Springs City Hall, located at 1711 Miner Street, Idaho Springs, Colorado, pursuant to Idaho Springs Municipal Code § 9-159 (A) and C.R.S. 44-10-312, for the purpose of considering an application for a transfer of ownership involving controlling beneficial owners for the retail marijuana cultivation facility license 403R00211 located at 2313 Colorado Blvd and retail marijuana store license 402R00161 located at 2313 Colorado Blvd, Idaho Springs, CO 80452.

Any person interested may appear at the public hearing and be heard.

Diane Breece, City Clerk

Legal Notice No. CCC1042
First Publication: March 27, 2025
Last Publication: March 27, 2025
Publisher: Clear Creek Courant

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Clear Creek } ss

This Affidavit of Publication for the Clear Creek Courant, a weekly newspaper, printed and published for the County of Clear Creek, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 3/27/2025, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

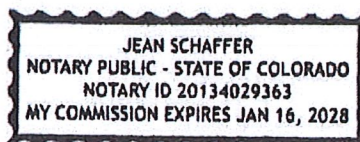
For the Clear Creek Courant

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 3/27/2025. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-182758

Jean Schaffer
Notary Public
My commission ends January 16,
2028





February 24, 2025

Marijuana Enforcement Division
1697 Cole Blvd., Ste. 200
Lakewood, CO 80401

Re: Great Divide Lettuce Colony Inc. and Mountain Medicinals, LLC Change of CBO applications

To Whom It May Concern,

Please find enclosed the Great Divide Lettuce Colony Inc. and Mountain Medicinals, LLC Change of CBO applications for a retail store and retail cultivation. Please see the two checks, each in the amount of \$2,940.

Also, if you could please send a copy of the administrative conditional approval letters and receipts to Rebecca@rzalegal.com, it would be greatly appreciated.

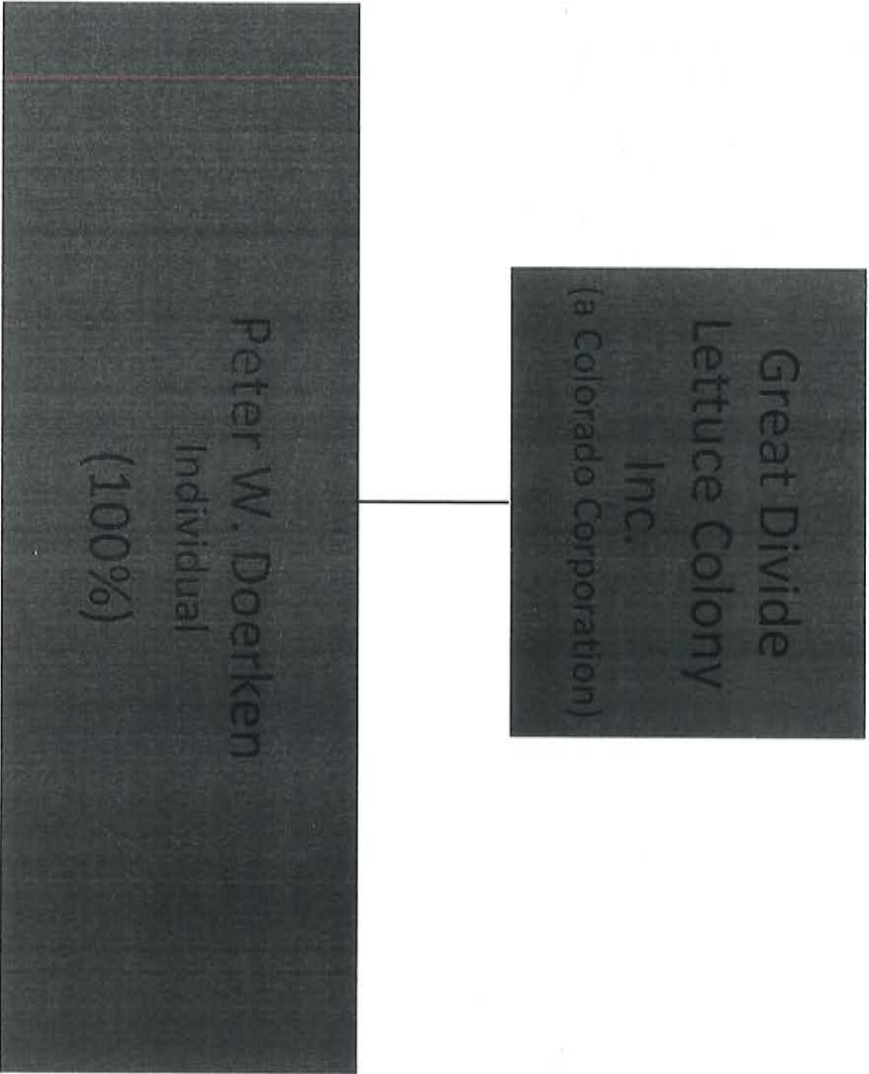
If you find that you need any additional information, don't hesitate to reach out to me directly at (303) 588-4866 or rebecca@rzalegal.com. Thank you for your assistance.

Regards,

Rebecca Ray
Paralegal

3570 E. 12th Avenue, Ste. 200
Denver, CO 80206
(303) 586-5020
www.rzalegal.com

Great Divide Lettuce Colony Inc. Organizational Chart



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,

Great Divide Lettuce Colony Inc.

is a

Corporation

formed or registered on 10/26/2021 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 20218021639 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/20/2025 that have been posted, and by documents delivered to this office electronically through 02/24/2025 @ 12:44:07 .

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 02/24/2025 @ 12:44:07 in accordance with applicable law. This certificate is assigned Confirmation Number 17030622 .



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."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Incorporation

with Document # 20218021639 of
Great Divide Lettuce Colony Inc.

Colorado Corporation

(Entity ID # 20218021639)

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/17/2023 that have been posted, and by documents delivered to this office electronically through 10/18/2023 @ 11:33:46.

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 10/18/2023 @ 11:33:46 in accordance with applicable law. This certificate is assigned Confirmation Number 15411222



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."



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: 10/26/2021 08:43 AM
 ID Number: 20218021639
 Document number: 20218021639
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Great Divide Lettuce Colony Inc.

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

2. The principal office address of the corporation's initial principal office is

Street address

1851 GCR 60

(Street number and name)

Unit C

Granby

(City)

CO

(State)

80446

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

c/o The Whitmer Law Firm

(Street number and name or Post Office Box information)

P.O. Box 38

Hot Sulphur Springs

(City)

CO

(State)

80451

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

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

The Whitmer Law Firm, LLC

Street address

63331 U.S. Hwy 40

(Street number and name)

Granby

(City)

CO

(State)

80446

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

P.O. Box 38

(Street number and name or Post Office Box information)

Hot Sulphur Springs

(City)

CO

(State)

80451

(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Berry William
(Last) (First) (Middle) (Suffix)

or

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

Mailing address P.O. Box 38
(Street number and name or Post Office Box information)
Hot Sulphur Springs CO 80451
(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.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☒ The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

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

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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.

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

Berry William _____
(Last) (First) (Middle) (Suffix)
P.O. Box 38
(Street number and name or Post Office Box information)

Hot Sulphur Springs CO 80451
(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).

DR 8535 (03/18/21)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 Colorado.gov/revenue/med

Colorado Marijuana Licensing Authority
Marijuana Business License Application
Change of Controlling Beneficial Owner (CBO)

License Types					
☒ Retail Marijuana Store	☐ Hospitality Business	☐ Retail Marijuana Business Transporter			
☐ Retail Marijuana Cultivation	☐ Mobile Hospitality Business				
☐ Retail Marijuana Testing Facility	☐ Hospitality & Sales Business				
☐ Retail Marijuana Products Manufacturer	☐ Retail Marijuana Business Operator				
☐ Medical Marijuana Store	☐ Marijuana Research & Development Facility	☐ Medical Marijuana Business Transporter			
☐ Medical Marijuana Products Manufacturer	☐ Medical Marijuana Cultivation Facility				
☐ Medical Marijuana Testing Facility	☐ Medical Marijuana Business Operator				
Seller's Information					
Seller's Legal Business Name (Please Print) Mountain Medicinals				Marijuana License Number 402R-00161	
Registered Trade Name (DBA) Mountain Medicinals Retail Center					
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # [REDACTED]	Name of Registered Agent Stephanie Collins			
Physical Address					
Street Address of Marijuana Business 2313 Colorado Blvd.				Business Phone Number 303-567-0420	
City Idaho Springs	County Clear Creek	State CO	ZIP 80452	Email Address mountainmedicinalsinc@gmail.com	
Mailing Address (if different from Physical Address)					
Address PO Box 272		City Idaho Springs		State/Prov CO	ZIP 80452
Main Business Contact Person Information					
Primary Contact Person for Business Stephanie Collins				Primary Contact Phone Number 970-333-0055	
Primary Contact Email mountainmedicinalsinc@gmail.com					
Jurisdiction of Incorporation or Creation of Business Entity Colorado				Date 1/17/2014	
If a Corporation, List all Jurisdictions Where the Corporation is Authorized to Conduct Business Colorado					

Buyer (or additional CBO) Questions	
1. Is 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) under the age of twenty-one years?	Yes ☐ No ☒
2. Do you have or will you have possession of a licensed premises?	☒ ☐
3. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Medical or Retail Marijuana Business? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	☐ ☒
4. Has a judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign or security law or regulation, ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any applicable documents.	☐ ☒
5. Has the applicant (including any parent companies), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner in the last 3 years? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If YES, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed.)	☐ ☒
6. Are you a Person (Entity) applying for a license at a location that is currently licensed as a retail food establishment? If YES, explain on a separate sheet.	☐ ☒
7. Has the buyer(s) or additional CBO(s) filed all Finding of Suitability applications required by the Division?	☐ ☒

Local Licensing Authority (To be completed by current license holder)			
Local Licensing Authority City of Idaho Springs		Local Licensing Authority contact name Diane Breece	
Contact Phone 303-567-4211	Contact Email cityclerk@idahospringsco.com		
Date of Application with Local Authority, if required N/A	Date of Approval	Date of Expiration 01/01/2026	
Does the local licensing authority permit this type of business in their jurisdiction?			Yes ☒ No ☐

Current Ownership Structure – Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB.

Name Stephanie Collins		SSN/FEIN [REDACTED]		DOB 1/16/72	License Number M00568
Address (Home) 2121 Virginia St		City Idaho Spring	State/Prov CO	ZIP 80452	Phone Number 970-333-0055
Business Associated with (Parent business or sub-entity) Mountain Medicinals Inc		Own. % Entity 50		Own. % in Applicant 50	

Name Steven Collins		SSN/FEIN [REDACTED]		DOB 2/12/69	License Number M00569
Address (Home) 2121 Virginia St		City Idaho Spring	State/Prov CO	ZIP 80452	Phone Number 720-271-2216
Business Associated with (Parent business or sub-entity) Mountain Medicinals Inc		Own. % Entity 50		Own. % in Applicant 50	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Buyer's Proposed Business Information (Not applicable if only adding new CBOs)									
New Legal Business Name Great Divide Lettuce Colony, Inc.					Trade Name				
Physical Address 2313 Colorado Blvd. Idaho Springs CO, 80302									
Mailing Address PO Box 3056 Winter Park CO, 80442									
Federal Taxpayer ID [REDACTED]					Colorado Sales Tax License #				
Main Business Contact Person (Not applicable if only adding new CBOs)									
Primary Contact Person for Business Peter W. Doerken							Primary Contact Phone Number 310-266-1589		
Primary Contact Email pdoerken@dpiretail.com									
Physical Address of Contact Person 13650 Marina Pointe Dr. #1402									
City Marina Del Rey							State/Prov CA		ZIP 90292
Proposed Ownership Structure - Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB. (Do not include the licensed entity/RMB on this table.)									
Name Peter W. Doerken					SSN/FEIN [REDACTED]		DOB 03/06/1944		License Number M134030
Address (Home) 13650 Marina Pointe Dr. #1402			City MarinaDelR		State/Prov CA	ZIP 90292		Phone Number 310-266-1589	
Business Associated with (Parent business or sub-entity) Great Divide Lettuce Colony, Inc.				Own. % Entity 100%			Own. % in Applicant 100%		
Name					SSN/FEIN		DOB		License Number
Address (Home)			City		State/Prov	ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity			Own. % in Applicant		
Name					SSN/FEIN		DOB		License Number
Address (Home)			City		State/Prov	ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity			Own. % in Applicant		
Name					SSN/FEIN		DOB		License Number
Address (Home)			City		State/Prov	ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity			Own. % in Applicant		
Name					SSN/FEIN		DOB		License Number
Address (Home)			City		State/Prov	ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity			Own. % in Applicant		
Printed Legal Business Name					Printed Trade Name (DBA)				

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

☐ Yes

☒ No

*If YES, attach list of persons

Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB?

☐ Yes

☒ No

*If YES, attach list of persons

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230(A)(3).

Name of Interest Holder	Date of Birth	FEIN/SSN
N/A		
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Affirmation & Consent

I/We, Peter W. Doerken, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Great Divide Lettuce Colony		Trade Name (DBA)	
Last Name of Owner (Please Print) Doerken	First Name of Owner Peter	Middle Name of Owner Wentworth	
DocuSigned by: Signature <i>Peter W. Doerken</i>		Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER REQUIRED			
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

I Peter W. Doerken am signing this waiver on behalf of Self
(the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

- 1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
- 2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
- 3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) Great Divide Lettuce Colony Inc.		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 13650 Marina Pointe Dr. #1402	City Marina Del Rey	State/Prov CA	ZIP Code 90292
Home Telephone Number 310-266-1589		Business/Work Telephone Number 310-266-1589	
Legal Last Name (Please Print) Doerken	Legal First Name Peter	Full Middle Name Wentworth	
DocuSigned by: Applicant's Signature <i>Peter W. Doerken</i>		Date 2/14/2025	

THIS FORM MUST BE SIGNED IN ADOBE PRO OR READER REQUIRED

Investigation Authorization/Authorization to Release Information

I, Peter W. Doerken, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name		Trade Name (DBA)	
Great Divide Lettuce Colony Inc.			
Last Name of Owner (Please Print)		First Name of Owner	Middle Name of Owner
Doerken		Peter	Wentworth
DocuSigned by: Signature <i>Peter W. Doerken</i>		Date	
THIS FORM MUST BE SIGNED IN ADOBE PRO OR READER		REQUIRED 2/14/2025	

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Peter W. Doerken
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.		
Applicant's Legal Business Name Great Divide Lettuce Colony Inc.		
Trade Name (DBA)		
Applicant's Last Name (Please Print) Doerken	First Name Peter	Full Middle Name Wentworth
DocuSigned by: Signature Peter W. Doerken THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER		Date 2/14/2025

REQUIRED

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, Peter W. Doerken, as Controlling Beneficial Owner or Manager for
Print

Great Divide Lettuce Colony Inc., state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

DocuSigned by:
Signature Peter W. Doerken
EDF3C4798FA14DD...

Date
2/14/2025

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
Print

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

Date

Affirmation & Consent

I/We, Stephanie Collins, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center	
Last Name of Owner (Please Print) Collins	First Name of Owner Stephanie	Middle Name of Owner Yvone	
DocuSigned by: <i>Stephanie Collins</i>		DocuSigned by: <i>Stephanie Collins</i>	
Signature <i>Stephanie Collins</i>		Date <i>Stephanie Collins</i>	
Last Name of Owner (Please Print)		Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)		Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)		Middle Name of Owner	
Signature		Date	

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

I Stephanie Collins am signing this waiver on behalf of Self
 (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) Mountain Medicinals		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 2121 Virginia St		City Idaho Springs	State/Prov CO
ZIP Code 80452			
Home Telephone Number 720-271-2216		Business/Work Telephone Number 720-271-2216	
Legal Last Name (Please Print) Collins	Legal First Name Stephanie	Full Middle Name Wayne	
DocuSigned by: Applicant's Signature <i>Stephanie Collins</i>		Date 2/14/2025	

REQUIRED

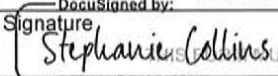
05023AD64026478...

Investigation Authorization/Authorization to Release Information

I, Stephanie Collins, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

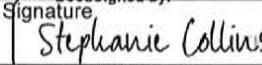
Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center
Last Name of Owner (Please Print) Collins	First Name of Owner Stephanie	Middle Name of Owner Wayne
DocuSigned by:  MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER		Date 2/14/2025

REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Stephanie Collins	
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request; (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.			
Applicant's Legal Business Name Mountain Medicinals			
Trade Name (DBA) Mountain Medicinals Retail Center			
Applicant's Last Name (Please Print) Collins		First Name Stephanie	Full Middle Name Wayne
DocuSigned by:  Stephanie Collins		Date 2/14/2025	

THIS FORM MUST BE SIGNED IN ADOBE ADOBE ACROBAT PRO OR READER

REQUIRED

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, Stephanie Collins, as Controlling Beneficial Owner or Manager for
Print
Mountain Medicinals, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

DocuSigned by:	
Signature <i>Stephanie Collins</i> B5B2B4B84026478...	Date 2/14/2025

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
Print
_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature	Date
-----------	------

Affirmation & Consent

I/We, Steven Collins, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

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Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center	
Last Name of Owner (Please Print) Collins	First Name of Owner Steven	Middle Name of Owner Wayne	
DocuSigned by: Signature Steven Collins		Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER			
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date

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Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

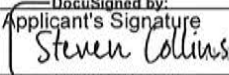
I Steven Collins am signing this waiver on behalf of Self (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

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1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
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3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

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Applicant's Name (Individual/Business) Mountain Medicinals		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 2121 Virginia St	City Idaho Springs	State/Prov CO	ZIP Code 80452
Home Telephone Number 720-271-2216		Business/Work Telephone Number 720-271-2216	
Legal Last Name (Please Print) Collins	Legal First Name Steven	Full Middle Name Wayne	
DocuSigned by: Applicant's Signature 		Date 2/14/2025	

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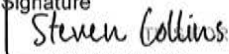
REQUIRED

Investigation Authorization/Authorization to Release Information

I, Steven Collins, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center
Last Name of Owner (Please Print) Collins	First Name of Owner Steven	Middle Name of Owner Wayne
DocuSigned by:  Signature		Date 2/14/2025

THIS DOCUMENT MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

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Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Steven Collins	
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.			
Applicant's Legal Business Name Mountain Medicinals			
Trade Name (DBA) Mountain Medicinals Retail Center			
Applicant's Last Name (Please Print) Collins		First Name Steven	Full Middle Name Wayne
DocuSigned by: Signature <i>Steven Collins</i>		Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER			

REQUIRED

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, Steven Collins, as Controlling Beneficial Owner or Manager for
 Print

Mountain Medicinals, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

DocuSigned by:

Signature

Steven Collins

Date

2/14/2025

8D7F9947A99F475...

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
 Print

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

Date

DR 8535 (03/18/21)

Change of CBO Application Required Disclosures

- ☐ Copy of the Local license application, if required by the local jurisdiction.
- ☒ Organizational Chart, including the identity and ownership percentage of all CBOs.
- ☒ Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).
- ☒ Organizational documents including identity and physical address of the registered agent in Colorado.
- Organizational Documents (Indicate which document is being provided)
- ☒ Articles of Incorporation ☒ By-Laws ☐ Shareholder agreement ☒ Operating Agreement for LLC ☐ Partnership Agreement for partnership
- Corporate Governance Documents (Indicate which document is being provided)
- ☐ Required for Publicly Traded Companies ☐ Permitted, but not required for Privately held companies
- ☒ Asset Purchase agreement, Merger agreement, sales contract or any other document necessary to effectuate the change of owner.
- ☒ Provide a current, executed lease and floor plans.
- ☐ Finding of Suitability application for each new proposed owner, unless exempt, or have currently obtained a Finding of Suitability.
- ☐ Voluntary Surrender of any individual and/or entity who will not remain a CBO on any licensed RMB, will be required upon approval and issuance of the Change of Controlling Beneficial Owner.
- ☒ Copy of State Sales Tax or Wholesale license and any other document necessary to verify tax compliance.

Addendums (Indicate which, if any, addendum's are being completed)

☐ PTC ☐ QPF ☐ QII ☐ Hospitality Business ☐ No Addendum's - Private Company

Glossary of Terms:

RMB - Regulated Marijuana Business

PBO - Passive Beneficial Owner

QII - Qualified Institutional Investor

PTC - Publicly Traded Company

CBO - Controlling Beneficial Owner

IFIH - Indirect Financial Interest Holder

QPF - Qualified Private Fund

Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation of complete application

Signature <i>Peter W. Doerken</i>	Printed Name Peter W. Doerken	Date 2/14/2025
--------------------------------------	----------------------------------	-------------------

LOCAL AUTHORITY COPY

DR 8535 (03/18/21)
 COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 Colorado.gov/revenue/med

Colorado Marijuana Licensing Authority
Marijuana Business License Application
Change of Controlling Beneficial Owner (CBO)

License Types					
☐ Retail Marijuana Store	☐ Hospitality Business	☐ Retail Marijuana Business Transporter			
☒ Retail Marijuana Cultivation	☐ Mobile Hospitality Business				
☐ Retail Marijuana Testing Facility	☐ Hospitality & Sales Business				
☐ Retail Marijuana Products Manufacturer	☐ Retail Marijuana Business Operator				
☐ Medical Marijuana Store	☐ Marijuana Research & Development Facility	☐ Medical Marijuana Business Transporter			
☐ Medical Marijuana Products Manufacturer	☐ Medical Marijuana Cultivation Facility				
☐ Medical Marijuana Testing Facility	☐ Medical Marijuana Business Operator				
					
Seller's Information					
Seller's Legal Business Name (Please Print) Mountain Medicinals				Marijuana License Number <u>4032-00211</u>	
Registered Trade Name (DBA) Mountain Medicinals Retail Center					
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # [REDACTED]	Name of Registered Agent Stephanie Collins			
Physical Address					
Street Address of Marijuana Business 2313 Colorado Blvd.				Business Phone Number 303-567-0420	
City Idaho Springs	County Clear Creek	State CO	ZIP 80452	Email Address mountainmedicinalsinc@gmail.com	
Mailing Address (if different from Physical Address)					
Address PO Box 272		City Idaho Springs		State/Prov CO	ZIP 80452
Main Business Contact Person Information					
Primary Contact Person for Business Stephanie Collins				Primary Contact Phone Number 970-333-0055	
Primary Contact Email mountainmedicinalsinc@gmail.com					
Jurisdiction of Incorporation or Creation of Business Entity Colorado				Date 1/17/2014	
If a Corporation, List all Jurisdictions Where the Corporation is Authorized to Conduct Business Colorado					

Buyer (or additional CBO) Questions		Yes	No
1. Is 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) under the age of twenty-one years?	☐	☒	
2. Do you have or will you have possession of a licensed premises?	☒	☐	
3. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Medical or Retail Marijuana Business? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	☐	☒	
4. Has a judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign or security law or regulation, ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any applicable documents.	☐	☒	
5. Has the applicant (including any parent companies), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner in the last 3 years? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If YES, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed.)	☐	☒	
6. Are you a Person (Entity) applying for a license at a location that is currently licensed as a retail food establishment? If YES, explain on a separate sheet.	☐	☒	
7. Has the buyer(s) or additional CBO(s) filed all Finding of Suitability applications required by the Division?	☐	☒	

Local Licensing Authority (To be completed by current license holder)			
Local Licensing Authority City of Idaho Springs		Local Licensing Authority contact name Diane Breece	
Contact Phone 303-567-4211	Contact Email cityclerk@idahospringsco.com		
Date of Application with Local Authority, if required N/A	Date of Approval	Date of Expiration 01/01/2026	
Does the local licensing authority permit this type of business in their jurisdiction?			Yes No ☒ ☐

Current Ownership Structure – Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB.

Name Stephanie Collins		SSN/FEIN [REDACTED]		DOB 1/16/72	License Number M00568
Address (Home) 2121 Virginia St		City Idaho Spring	State/Prov CO	ZIP 80452	Phone Number 970-333-0055
Business Associated with (Parent business or sub-entity) Mountain Medicinals Inc		Own. % Entity 50		Own. % in Applicant 50	

Name Steven Collins		SSN/FEIN [REDACTED]		DOB 2/12/69	License Number M00569
Address (Home) 2121 Virginia St		City Idaho Spring	State/Prov CO	ZIP 80452	Phone Number 720-271-2216
Business Associated with (Parent business or sub-entity) Mountain Medicinals Inc		Own. % Entity 50		Own. % in Applicant 50	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Name		SSN/FEIN		DOB	License Number
Address (Home)		City	State/Prov	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Entity		Own. % in Applicant	

Buyer's Proposed Business Information (Not applicable if only adding new CBOs)											
New Legal Business Name Great Divide Lettuce Colony, Inc.						Trade Name					
Physical Address 2313 Colorado Blvd. Idaho Springs CO, 80302											
Mailing Address PO Box 3056 Winter Park CO, 80442											
Federal Taxpayer ID [REDACTED]						Colorado Sales Tax License #					
Main Business Contact Person (Not applicable if only adding new CBOs)											
Primary Contact Person for Business Peter W. Doerken						Primary Contact Phone Number 310-266-1589					
Primary Contact Email pdoerken@dpietail.com											
Physical Address of Contact Person 13650 Marina Pointe Dr. #1402											
City Marina Del Rey						State/Prov CA		ZIP 90292			
Proposed Ownership Structure - Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB. (Do not include the licensed entity/RMB on this table.)											
Name Peter W. Doerken						SSN/FEIN [REDACTED]		DOB 03/06/1944		License Number M134030	
Address (Home) 13650 Marina Pointe Dr. #1402				City MarinaDelR		State/Prov CA		ZIP 90292		Phone Number 310-266-1589	
Business Associated with (Parent business or sub-entity) Great Divide Lettuce Colony, Inc.				Own. % Entity 100%				Own. % in Applicant 100%			
Name						SSN/FEIN		DOB		License Number	
Address (Home)				City		State/Prov		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity				Own. % in Applicant			
Name						SSN/FEIN		DOB		License Number	
Address (Home)				City		State/Prov		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity				Own. % in Applicant			
Name						SSN/FEIN		DOB		License Number	
Address (Home)				City		State/Prov		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity				Own. % in Applicant			
Name						SSN/FEIN		DOB		License Number	
Address (Home)				City		State/Prov		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Entity				Own. % in Applicant			
Printed Legal Business Name						Printed Trade Name (DBA)					

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

☐ Yes ☒ No *If YES, attach list of persons

Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB?

☐ Yes ☒ No *If YES, attach list of persons

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230(A)(3).

Name of Interest Holder	Date of Birth	FEIN/SSN
N/A		
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Name of Interest Holder	Date of Birth	FEIN/SSN
Address		
List Types of Interests		

Affirmation & Consent

I/We, Peter W. Doerken, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name		Trade Name (DBA)	
Great Divide Lettuce Colony			
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Doerken	Peter	Wentworth	
DocuSigned by: <i>Peter W. Doerken</i>		Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE PRO OR READER		REQUIRED	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature		Date	

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

I Peter W. Doerken am signing this waiver on behalf of Self (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) Great Divide Lettuce Colony Inc.		Social Security Number/Tax Identification Number 	
Street Address 13650 Marina Pointe Dr. #1402		City Marina Del Rey	State/Prov CA
Home Telephone Number 310-266-1589		Business/Work Telephone Number 310-266-1589	
Legal Last Name (Please Print) Doerken	Legal First Name Peter	Full Middle Name Wentworth	
DocuSigned by: Applicant's Signature <i>Peter W. Doerken</i>		Date 2/14/2025	

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

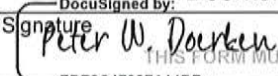
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Investigation Authorization/Authorization to Release Information

I, Peter W. Doerken, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Great Divide Lettuce Colony Inc.		Trade Name (DBA)
Last Name of Owner (Please Print) Doerken	First Name of Owner Peter	Middle Name of Owner Wentworth
DocuSigned by:  THIS FORM MUST BE SIGNED IN ADOBE PDF OR READER		Date 2/14/2025

REQUIRED

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Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Peter W. Doerken	
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.			
Applicant's Legal Business Name Great Divide Lettuce Colony Inc.			
Trade Name (DBA)			
Applicant's Last Name (Please Print) Doerken		First Name Peter	Full Middle Name Wentworth
DocuSigned by: Peter W. Doerken		Signature Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER REQUIRED			

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AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, Peter W. Doerken, as Controlling Beneficial Owner or Manager for
Print

Great Divide Lettuce Colony Inc., state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

DocuSigned by:

Signature

Peter W. Doerken

Date

2/14/2025

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AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
Print

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

Date

Affirmation & Consent

I/We, Stephanie Collins, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center	
Last Name of Owner (Please Print) Collins		First Name of Owner Stephanie	
Middle Name of Owner Yvone		Date 2/14/2025	
Signature <i>Stephanie Collins</i>		THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER REQUIRED	
Last Name of Owner (Please Print)		First Name of Owner	
Middle Name of Owner		Date	
Signature		Date	
Last Name of Owner (Please Print)		First Name of Owner	
Middle Name of Owner		Date	
Signature		Date	
Last Name of Owner (Please Print)		First Name of Owner	
Middle Name of Owner		Date	
Signature		Date	

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Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

I Stephanie Collins am signing this waiver on behalf of Self (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) Mountain Medicinals		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 2121 Virginia St	City Idaho Springs	State/Prov CO	ZIP Code 80452
Home Telephone Number 720-271-2216		Business/Work Telephone Number 720-271-2216	
Legal Last Name (Please Print) Collins	Legal First Name Stephanie	Full Middle Name Wayne	
DocuSigned by: Applicant's Signature FORM MUST BE SIGNED IN ADOBE PRO OR READER REQUIRED		Date 2/14/2025	

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Investigation Authorization/Authorization to Release Information

I, Stephanie Collins, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center
Last Name of Owner (Please Print) Collins	First Name of Owner Stephanie	Middle Name of Owner Wayne
DocuSigned by: Signature <i>Stephanie Collins</i>		Date 2/14/2025

DO NOT BE SIGNED IN ADOBE PRO OR READER

REQUIRED

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Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Stephanie Collins	
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.			
Applicant's Legal Business Name Mountain Medicinals			
Trade Name (DBA) Mountain Medicinals Retail Center			
Applicant's Last Name (Please Print) Collins		First Name Stephanie	
Full Middle Name Wayne		Date	
DocuSigned by: Signature <i>Stephanie Collins</i>		DocuSigned by: Date <i>Stephanie Collins</i>	

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Mountain Medicinals, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

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AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Date _____

Affirmation & Consent

I/We, Steven Collins, as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center	
Last Name of Owner (Please Print) Collins	First Name of Owner Steven	Middle Name of Owner Wayne	
DocuSigned by: Signature <i>Steven Collins</i>		Date 2/14/2025 REQUIRED	
THIS FORM MUST BE SIGNED IN ADOBE ADOBE READER			
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature			Date

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Note: If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

Tax Check Authorization and Request To Release Information

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The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e) C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

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2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
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Applicant's Name (Individual/Business) Mountain Medicinals		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 2121 Virginia St	City Idaho Springs	State/Prov CO	ZIP Code 80452
Home Telephone Number 720-271-2216		Business/Work Telephone Number 720-271-2216	
Legal Last Name (Please Print) Collins	Legal First Name Steven	Full Middle Name Wayne	
DocuSigned by: Applicant's Signature <i>Steven Collins</i>		Date 2/14/2025	

THIS FORM MUST BE SIGNED IN ADOBE ADOBE ACROBAT PRO OR READER

REQUIRED

Investigation Authorization/Authorization to Release Information

I, Steven Collins, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Medicinals		Trade Name (DBA) Mountain Medicinals Retail Center
Last Name of Owner (Please Print) Collins	First Name of Owner Steven	Middle Name of Owner Wayne
DocuSigned by: Signature <i>Steven Collins</i> 807F9947A99F475...		Date 2/14/2025

REQUIRED

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Applicant's Request to Release Information

TO: (Leave this Blank)		FROM: (Applicant's Printed Name) Steven Collins	
1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: (c) To place the name of the agent presenting this request in the appropriate location on this request. 5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 6. This power of attorney ends twenty-four (24) months from the date of execution. 7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. 8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.			
Applicant's Legal Business Name Mountain Medicinals			
Trade Name (DBA) Mountain Medicinals Retail Center			
Applicant's Last Name (Please Print) Collins		First Name Steven	Full Middle Name Wayne
DocuSigned by: Signature <i>Steven Collins</i>		Date 2/14/2025	
THIS FORM MUST BE SIGNED IN ADOBE PRO OR READER 0B7F0047A90F47E...		REQUIRED	

DR 8535 (03/18/21)

Change of CBO Application Required Disclosures

- ☐ Copy of the Local license application, if required by the local jurisdiction.
- ☒ Organizational Chart, including the identity and ownership percentage of all CBOs.
- ☒ Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).
- ☒ Organizational documents including identity and physical address of the registered agent in Colorado.
Organizational Documents (Indicate which document is being provided)

☒ Articles of Incorporation ☒ By-Laws ☐ Shareholder agreement ☒ Operating Agreement for LLC ☐ Partnership Agreement for partnership

Corporate Governance Documents (Indicate which document is being provided)

☐ Required for Publicly Traded Companies ☐ Permitted, but not required for Privately held companies
- ☒ Asset Purchase agreement, Merger agreement, sales contract or any other document necessary to effectuate the change of owner.
- ☒ Provide a current, executed lease and floor plans.
- ☐ Finding of Suitability application for each new proposed owner, unless exempt, or have currently obtained a Finding of Suitability.
- ☐ Voluntary Surrender of any individual and/or entity who will not remain a CBO on any licensed RMB, will be required upon approval and issuance of the Change of Controlling Beneficial Owner.
- ☒ Copy of State Sales Tax or Wholesale license and any other document necessary to verify tax compliance.

Addendums (Indicate which, if any, addendum's are being completed)

- ☐ PTC ☐ QPF ☐ QII ☐ Hospitality Business ☐ No Addendum's - Private Company

Glossary of Terms:

- RMB - Regulated Marijuana Business

PBO - Passive Beneficial Owner

QII - Qualified Institutional Investor

PTC - Publicly Traded Company
- CBO - Controlling Beneficial Owner

IFIH - Indirect Financial Interest Holder

QPF - Qualified Private Fund

Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation of complete application

Signature


Printed Name
Peter W. Doerken

Date
2/14/2025

IDAHO SPRINGS CITY COUNCIL STAFF REPORT

Meeting Date: April 14, 2025	Page 1 of 1	Item: Subdivision Improvements Agreement for the Soda Creek Highlands Development – Request for Continuance
Presented by: Dylan Graves Community Development Planner		

This item was continued from the February 10, 2025, City Council meeting. This item was continued date certain to April 14, 2025.

At the February 10, 2025, City Council meeting, City Council gave the applicant direction on the changes needed to the application before City Council would be willing to approve the Subdivision Improvements Agreement. The applicant has begun work on amending their application to address City Council's concerns. However, they are not yet ready to resubmit. Before the application can be reviewed, staff would like to review internally. The applicant has stated that they intend to submit an updated application to staff for review by XXX. As such, the applicant has requested that this resolution be tabled until such time that staff deem it ready for review by City Council.

STAFF RECOMMENDATION: Table Resolution #8, Series 2025, A Resolution Conditionally Approving a Subdivision Improvement Agreement for The Soda Creek Highlands Subdivision, until staff has determined that it is ready for Council review.

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Resolution No. 8, Series 2025

A RESOLUTION CONDITIONALLY APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE SODA CREEK HIGHLANDS SUBDIVISION

WHEREAS, the City of Idaho Springs, Colorado (“City”), acting by and through the Idaho Springs City Council (“City Council”), previously approved that subdivision plat currently known as the Soda Creek Highlands subdivision (the “Subdivision”); and

WHEREAS, in association with any subdivision, the City requires a property owner to either demonstrate that no associated public improvements are required to be constructed in association therewith or to execute a subdivision improvements agreement (SIA) that sets forth the public improvements required of the project and provides financial guarantee concerning the same; and

WHEREAS, in association with the Subdivision, City staff has negotiated a draft SIA with the owner that addresses the public improvements necessitated by the Subdivision and requires a financial guarantee from the owner in an amount equal to one hundred twenty-five percent (125%) of the estimated costs of such improvements; and

WHEREAS, the City Council finds that the terms of the proposed SIA for the Subdivision are reasonable to assure the construction and completion of public improvements necessitated by the Subdivision in a manner that complies with City standards and requirements concerning such improvements only upon the imposition of certain conditions; and

WHEREAS, the City Council therefore wishes to approve the proposed SIA with specific conditions, as further set forth herein.

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

The Subdivision Improvement Agreement for Soda Creek Highlands Subdivision, attached hereto and incorporated herein by this reference, is hereby approved.

In addition to all conditions and terms imposed by the Agreement, the following conditions are hereby imposed and made an express part of this conditional approval:

1. Street signs and traffic control signs (stop signs, yield signs, etc.) are required as part of the necessary public improvements. Signage shall be installed as part of the public improvements required to notify vehicles, pedestrians, and other road users that the road is shared.
2. All private utility lines, including gas and electric lines, are required to be underground as part of this development.
3. The City’s engineering consultants, in coordination with City staff, shall evaluate the impact of the added burden on the City's existing water and sewer treatment facilities and

distribution systems prior to issuance of any permits required to construct approved public improvements. Any impacts shall be paid by the Developer.

4. An impact fee of \$5,000 per residential lot is required per the Idaho Springs Fee Schedule. This impact fee is required to be paid for each lot prior to issuance of a building permit to construct improvements on said lot.
5. The Developer shall demonstrate that proposed improvements allow for adequate flow in accordance with Fire Authority requirements and allow for adequate water pressures in accordance with City requirements and plans shall be updated to reflect any new improvements necessary to achieve the foregoing. The Exhibit B cost estimate for public improvements shall be updated to reflect any additional improvements necessary to provide for those required elements.
6. A 40.00-foot ROW between the upper Pine Slope Road intersection and the intersection with Soda Creek Road shall be dedicated to allow for necessary roadway improvements. Evidence of an executed agreement with the private property owner across which the proposed ROW exists is necessary before any roadway improvements can be permitted.
7. Under Section 27 of the Agreement, the following variance shall be removed from the variance summary, as it is no longer necessary: Permit a reduction in roadway width from 26 ft to 20 ft curb to curb for section of Pine Slope Road from intersection with Soda Creek Road to driveway at Station 17 + 21.61.

ADOPTED AND APPROVED, this 14th day of April, 2025.

CITY OF IDAHO SPRINGS

Chuck Harmon, Mayor

ATTEST:

By:_____
Diane Breece, City Clerk



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 13.a: Motion to approve Ordinance #2, Series 2025, An Ordinance Approving the Conveyance of Three (3) Parcels in and near Virginia Canyon Mountain Park to Young Ranch, LLC, as Approved by City Electors at the November 5th, 2024 Election.

Staff Report

Attachments:

1. Ordinance #2, Series 2025 VCMP parcels to Young
2. QC Deed City to Young

CITY OF IDAHO SPRINGS
County of Clear Creek
State of Colorado

Ordinance No. 2, Series 2025

**AN ORDINANCE APPROVING THE CONVEYANCE OF THREE (3) PARCELS IN
AND NEAR VIRGINIA CANYON MOUNTAIN PARK TO YOUNG RANCH, LLC, AS
APPROVED BY CITY ELECTORS AT THE NOVEMBER 5, 2024 ELECTION**

WHEREAS, pursuant to C.R.S. § 31-15-713(1), the Idaho Springs City Council (“Council”) for the City of Idaho Springs, Colorado (the “City”) possesses the authority to sell or dispose of, by ordinance, City-owned real property used or held for park purposes only upon City elector approval of such sale or disposition; and

WHEREAS, in 2024, the City and Robert Young engaged in negotiations to trade certain real properties held by each to the other in the vicinity of Virginia Canyon Mountain Park (VCMP) for purposes of conforming the eastern boundary of VCMP to the natural geographic boundary of Gilson Gulch; and

WHEREAS, the Council referred the question of the proposed land swap to City electors at a special City election called for and held on November 5, 2024, in coordination with the general election held on such date; and

WHEREAS, City electors approved the proposed land swap by the certified result of 546 votes in favor and 299 votes against; and

WHEREAS, the Council now wishes to implement the approval given by City electors to convey parcels 2, 4 and 6 to Young Ranch, LLC, and to accept the conveyance of parcels 1, 3, 5 and 7 from various entities owned by Mr. Young to the City, all as identified in the Idaho Springs Mountain Park / Young Ranch Land Swap 2024 Plat distributed to City voters with the November 5, 2024 ballot question; and

WHEREAS, the Council hereby approves the quit claim deed conveying said City-owned parcels, 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 hereby adopted as findings and determinations of the City Council and are incorporated herein by reference.

Section 2. Subject to Section 3 hereof, the City Council hereby approves the execution and recordation of the Quit Claim Deed attached hereto and incorporated herein by this reference, to convey Parcels 2, 4 and 6 of the Idaho Springs Mountain Park / Young Ranch Land Swap 2024 Plat from the City to Young Ranch, LLC (the “Deed”). The Mayor and the City

Clerk are authorized to execute and deliver the Deed and any other documents reasonably necessary or convenient to effectuate the intent of the Deed, in accordance with the terms of this Ordinance.

Section 3. The approval granted under Section 2 above is contingent upon the City's receipt of executed General Warranty Deed(s) from Mr. Young, on behalf of the applicable ownership entities, to convey Parcels 1, 3, 5 and 7 of the Idaho Springs Mountain Park / Young Ranch Land Swap 2024 Plat from their respective ownership entities to the City.

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 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 14th day of April, 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 12th day of May, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

ATTACH – QUIT CLAIM DEED
CITY PROPERTY TO YOUNG RANCH, LLC

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of April, 2025, between THE CITY OF IDAHO SPRINGS, COLORADO, a statutory city and municipal corporation duly organized and validly existing under the laws of the State of Colorado ("Grantor") and YOUNG RANCH, LLC, a Colorado limited liability company ("Grantee"). Collectively, Grantor and Grantee may be referred to as the "Parties."

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto the Grantee and its assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Clear Creek and State of Colorado, more particularly described in **Exhibit A**, attached hereto and fully incorporated herein by this reference (the "Property").

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantor has hereto executed this Deed as of the day first above written.

GRANTOR:

Chuck Harmon, Mayor

ATTEST:

Diane Breece, City Clerk

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.

(SEAL)

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in Section 29, Section 30, Section 31, and the North 1/2 of Section 32, Township 3 South, Range 72 West of the 6th PM, Clear Creek County, Colorado, and being more particularly described as follows:

Commencing at the East 1/4 corner of 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 0°28'16" E a distance of 1035.98 feet along the westerly line of the southwest 1/4 of said Section 30 to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 30, being the Point of Beginning.

Thence North 86° 34' 46" East along the northerly line of said Southwest 1/4 of the Southwest 1/4 a distance of 1903.24 feet to the Northeast corner of said Southwest 1/4 of the Southwest 1/4;

Thence North 00° 19' 55" East along the westerly line of the Northeast 1/4 of said Southwest 1/4 of Section 30 a distance of 207.00 feet to a point on the northerly line of Clear Creek County;

Thence along said northerly line the following fifteen (15) courses:

1. South 69° 16' 24" East a distance of 55.15 feet;
 2. North 84° 23' 07" East a distance of 207.43 feet;
 3. North 80° 35' 07" East a distance of 343.49 feet;
 4. North 44° 24' 07" East a distance of 624.51 feet;
 5. North 75° 47' 07" East a distance of 227.84 feet;
 6. North 87° 52' 07" East a distance of 191.08 feet;
 7. South 86° 34' 53" East a distance of 416.48 feet;
 8. North 63° 13' 07" East a distance of 739.53 feet;
 9. North 79° 22' 07" East a distance of 164.18 feet;
 10. South 82° 58' 53" East a distance of 380.49 feet;
 11. South 67° 42' 53" East a distance of 200.61 feet;
 12. South 80° 52' 53" East a distance of 201.15 feet;
 13. South 84° 22' 53" East a distance of 106.65 feet;
 14. North 84° 46' 07" East a distance of 175.16 feet;
 15. North 87° 27' 07" East a distance of 158.48 feet to a point on the westerly line of said Section 29;
- Thence South 00° 26' 29" East along said westerly line a distance of 317.48 feet on the northeasterly line of Parcel 2-CC Revised December 2023;

Thence along said Parcel the following five (5) courses:

1. South 41° 16' 40" East a distance of 1973.83 feet to a point on the easterly line of the Southwest 1/4 of the Southwest 1/4 of said Section 29;
2. South 00° 07' 16" East along said easterly line a distance of 281.66 feet to the Southwest corner of the Southeast 1/4 of the Southwest quarter of said Section 29;
3. North 88° 20' 19" East along the southerly line of said Southeast 1/4 of the Southwest 1/4 of Section 29 a distance of 1305.61 feet to the South 1/4 corner of said Section 29;
4. North 89° 00' 34" East along the southerly line of said Section 29 a distance of 2069.05 feet;
5. South 00° 24' 46" East a distance of 959.17 feet to a point on the northerly line of the Central City Parkway Right-of-Way;

Thence along said Right-of-Way line the following sixteen (16) courses:

1. South 88° 52' 00" West a distance of 70.00 feet;
2. North 85° 00' 15" West a distance of 63.23 feet;

3. North 66° 35' 27" West a distance of 51.48 feet;
4. North 74° 38' 28" West a distance of 96.74 feet;
5. North 61° 00' 52" West a distance of 237.51 feet to a point of non-tangent curvature;
6. 548.52 feet along the arc of a curve concave to the southeast, with a radius of 463.89 feet, a central angle of 67° 44' 53", and whose chord bears South 79° 17' 38" West, a distance of 517.12 feet to a point;
7. South 45° 25' 11" West a distance of 238.36 feet;
8. South 51° 55' 02" West a distance of 413.70 feet;
9. South 39° 56' 28" West a distance of 100.16 feet;
10. South 78° 57' 45" West a distance of 68.25 feet;
11. South 87° 04' 59" West a distance of 124.54 feet;
12. North 86° 23' 22" West a distance of 129.94 feet;
13. North 40° 02' 20" West a distance of 39.02 feet;
14. North 78° 51' 14" West a distance of 143.88 feet;
15. North 72° 07' 31" West a distance of 107.24 feet to a point of non-tangent curvature;
16. 389.06 feet along the arc of a curve concave to the south, with a radius of 425.00 feet, a central angle of 52° 27' 00", and whose chord bears South 88° 27' 54" West, a distance of 375.61 feet to a point on the southerly line of the Northeast 1/4 of the Northwest 1/4 of said Section 32 and a point of compound curvature and a point on Parcel 4-CC Revised 2023;

Thence along said Parcel 4-CC and the Central City Parkway Right-of-Way the following seven (7) courses:

1. 906.05 feet along the arc of a curve concave to the east with a radius of 425.00 feet, a central angle of 122°08'53", and whose chord bears S 02°11'16" East a distance of 743.96 feet;
2. South 73°50'56" East a distance of 337.75 feet;
3. South 80°55'50" East a distance of 379.52 feet;
4. South 86°00'00" East a distance of 536.88 feet;
5. South 83°24'32" East a distance of 655.70 feet;
6. South 12°59'15" West a distance of 78.56 feet to a point of non-tangent curvature;
7. 146.59 feet along the arc of a curve concave to the southeast, with a radius of 809.17 feet, a central angle of 10°22'46", and whose chord bears South 67°18'20" West a distance of 146.39 feet to the most northerly corner of a parcel of land described in Reception Number 310745 of the Official Records of the County of Clear Creek, Colorado;

Thence along the northwesterly line of said parcel the following three (3) courses:

1. South 78°59'24" West a distance of 112.89 feet;
2. 75.81 feet along the arc of a curve concave to the southeast, with a radius of 100.00 feet, a central angle of 43°26'15", and whose chord bears South 57°16'20" West a distance of 74.01 feet;
3. South 35°33'16" West a distance of 31.91 feet to a point on the east-west centerline of said Section 32;

Thence South 88°34'56" West along said east-west centerline of Section 32 a distance of 1050.74 feet to the Center 1/4 corner of said Section 32;

Thence South 88°32'53" West continuing along said east-west centerline a distance of 2536.39 feet to the East 1/4 corner of said Section 31;

Thence South 88°05'43" West a distance of 2594.71 feet along the east-west centerline of said Section 31 to the Center 1/4 corner of said Section 31;

Thence South 88°03'12" West along the east-west centerline of said Section a distance of 59.40 feet;

Thence South 01°51'12" East a distance of 280.15 feet to a point of the north Right-of-Way line of Interstate Highway No. 70;

Thence along said north right-of-way line the following four (4) courses:

1. South 73°33'32" West a distance of 51.24 feet;
2. South 51°27'32" West a distance of 181.94 feet;
3. South 58°36'32" West a distance of 429.28 feet;

4. South 64°19'02" West a distance of 148.06 feet to the easternmost corner of the First Amended Plat of Big Horn Community Filing No. 3, a subdivision recorded at Reception Number 111795 of the Official Records of the County of Clear Creek, Colorado;

Thence along the boundary of said subdivision the following five (5) courses:

1. North 81°56'19" West a distance of 171.76 feet;
2. South 77° 56' 41" West a distance of 593.00 feet;
3. South 72° 02' 40" West a distance of 350.17 feet;
4. South 07° 30' 34" East a distance of 90.00 feet;
5. South 81° 24' 37" West a distance of 360.55 feet to the northeast corner of Parcel 7 (land swap);

Thence along the northerly lines of said Parcel 7 the following two (2) courses:

1. South 84° 49' 39" West a distance of 200.93 feet;
2. South 57° 26' 32" West a distance of 55.15 feet to the northeast corner of Parcel 6 (land swap);

Thence along the southerly lines of said Parcel 6 the following two (2) courses:

1. South 77° 39' 03" West a distance of 46.02 feet;
2. South 86° 03' 14" West a distance of 104.31 feet to a point on the northerly right-of-way line of Riverside Drive as shown on said First Amended Plat of Big Horn Community Filing No. 3;

Thence South 81° 24' 41" West along said northerly right-of-way line a distance of 33.72 feet to a point of curvature to a point on the northerly line of Big Horn Community Filing No. 1, a subdivision recorded at Reception Number 63244 of the official records of the County of Clear Creek, Colorado;

Thence 42.60 feet along said northerly line and the arc of a curve to the concave to the southeast, with a radius of 235.78 feet, a central angle of 10° 21' 08", and whose chord bears South 76° 14' 05" West, a distance of 42.54 feet to a point on the southerly line of Parcel 5 (land swap);

Thence along the southerly and easterly lines of said Parcel 5 the following eleven (11) courses:

1. North 52° 13' 24" East a distance of 132.96 feet;
2. North 15° 52' 45" West a distance of 160.04 feet;
3. North 58° 56' 00" West a distance of 394.73 feet;
4. North 37° 21' 31" West a distance of 162.05 feet;
5. North 03° 48' 45" West a distance of 192.34 feet;
6. North 20° 30' 08" East a distance of 339.86 feet;
7. North 28° 29' 41" West a distance of 358.72 feet;
8. North 21° 58' 02" West a distance of 123.30 feet;
9. North 21° 00' 30" West a distance of 284.99 feet;
10. North 16° 06' 26" West a distance of 138.37 feet;
11. North 38° 26' 47" West a distance of 167.45 feet to the southerly corner of Parcel 4 (land swap);

Thence along the westerly lines of said Parcel 4 the following thirteen (13) courses:

1. North 30° 23' 37" West a distance of 220.52 feet;
2. North 45° 46' 25" West a distance of 335.66 feet;
3. North 52° 12' 21" West a distance of 279.66 feet;
4. North 00° 38' 13" East a distance of 123.84 feet;
5. North 21° 29' 25" East a distance of 211.37 feet;
6. North 39° 57' 41" East a distance of 592.40 feet;
7. North 00° 50' 40" West a distance of 139.84 feet;
8. North 33° 50' 05" West a distance of 180.17 feet;
9. North 11° 22' 42" West a distance of 229.86 feet;
10. North 05° 16' 52" West a distance of 344.99 feet;
11. South 84° 55' 12" East a distance of 180.00 feet;
12. South 05° 33' 00" East a distance of 78.12 feet;

13. North 57° 58' 00" East a distance of 157.66 feet to a point on the westerly line of said Southwest 1/4 of the Southwest 1/4 of Section 30;
Thence North 00° 28' 16" West along said westerly line a distance of 524.14 feet to the Point of Beginning, containing 859.27 acres, more or less.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 13.b: Motion to approve Ordinance #7, Series 2025 An Ordinance Granting A Franchise to Public Service Company of Colorado for the Non-Exclusive Right to Provide, Sell, and Deliver Gas and Electricity to the City and its Residents through the Non-Exclusive Reasonable use of City Streets, Public Utility Easements, and Other City Property.

Staff Report

Attachments:

1. Ordinance #7, Series 2025 Xcel Franchise Agreement 2025
2. PsCo Franchise Agreement Ordinance #7 Series 2025

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 7, Series 2025

AN ORDINANCE GRANTING A FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE NON-EXCLUSIVE RIGHT TO PROVIDE, SELL, AND DELIVER GAS AND ELECTRICITY TO THE CITY AND ITS RESIDENTS THROUGH THE NON-EXCLUSIVE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS, AND OTHER CITY PROPERTY

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

WHEREAS, the City is authorized to enter into franchise agreements to grant the right to provide, sell, and deliver utilities subject to the processes provided by C.R.S. § 31-32-101, et seq.; and

WHEREAS, Public Service Company of Colorado (the “Company”) provides gas and electricity within the corporate boundaries of the City to persons, businesses, industries, and governmental agencies including City residents; and

WHEREAS, the Company has filed an application with the City requesting the City grant a non-exclusive gas and electric franchise to it; and

WHEREAS, the Company and the City have negotiated a certain gas and electric franchise agreement (the “Franchise Agreement”), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Franchise Agreement grants the Company a non-exclusive right to provide, sell, and deliver gas and electricity to the City and its residents; and

WHEREAS, the City Council has concluded that approval of the Franchise Agreement promotes the public health, safety and welfare.

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

Section 1. The Franchise Agreement is hereby approved, and the Mayor and City Clerk are directed and authorized to execute the same and to perform such other acts as are necessary or expedient to accomplish its effectiveness and terms.

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 March, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 28th day of April, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

FRANCHISE AGREEMENT
BETWEEN
THE CITY OF IDAHO SPRINGS, COLORADO
AND
PUBLIC SERVICE COMPANY OF COLORADO

TABLE OF CONTENTS

Article 1 DEFINITIONS AND PRINCIPLES OF CONSTRUCTION	1
Section 1.1 Defined Terms.	1
Section 1.2 Singular/Plural.	4
Section 1.3 Mandatory/Permissive.	4
Article 2 GRANT OF FRANCHISE	5
Section 2.1 Grant of Franchise.....	5
Section 2.2 Conditions and Limitations.....	6
Section 2.3 Effective Date and Term.....	6
Article 3 CITY POLICE POWERS.....	6
Section 3.1 Police Powers.....	6
Section 3.2 Regulation of Streets and Other City Property.	7
Section 3.3 Compliance with Laws.	7
Section 3.4 Industry Standards.	7
Article 4 FRANCHISE FEE	7
Section 4.1 Franchise Fee.	7
Section 4.2 Remittance of Franchise Fee.....	8
Article 5 ADMINISTRATION OF FRANCHISE	10
Section 5.1 City Designee.....	10
Section 5.2 Company Designee.	10
Section 5.3 Coordination of Work.	10
Article 6 SUPPLY, CONSTRUCTION AND DESIGN	11
Section 6.1 Purpose.....	11
Section 6.2 Supply.	11
Section 6.3 Charges to the City for Service to City Facilities.	11
Section 6.4 Restoration of Service.....	11
Section 6.5 Obligations Regarding Company Facilities.	11
Section 6.6 As-Built Drawings.	13
Section 6.7 Excavation and Construction.	13
Section 6.8 Restoration.	14
Section 6.9 Relocation of Company Facilities.....	14
Section 6.10 New or Modified Service Requested by City.	16
Section 6.11 Service to New Areas.....	16
Section 6.12 City Not Required to Advance Funds.....	16
Section 6.13 Technological Improvements.....	17
Article 7 RELIABILITY.....	17
Section 7.1 Reliability.....	17
Section 7.2 Franchise Performance Obligations.	17
Section 7.3 Reliability Reports.	17

Article 8 COMPANY PERFORMANCE OBLIGATIONS	17
Section 8.1 New or Modified Service to City Facilities.	17
Section 8.2 Adjustments to Company Facilities.	18
Section 8.3 Third Party Damage Recovery.....	18
Article 9 BILLING AND PAYMENT	19
Section 9.1 Billing for Utility Services.....	19
Article 10 USE OF COMPANY ELECTRIC DISTRIBUTION POLES	20
Section 10.1 City Use of Company Electric Distribution Poles.	20
Section 10.2 Third Party Use of Company Electric Distribution Poles.....	20
Section 10.3 City Use of Company Transmission Rights-of-Way.	20
Section 10.4 Emergencies.	21
Article 11 UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES	21
Section 11.1 Underground Electrical Lines in New Areas.	21
Section 11.2 Underground Conversion at Expense of Company.	21
Section 11.3 Undergrounding Performance.....	22
Section 11.4 Audit of Underground Program.	23
Section 11.5 Cooperation with Other Utilities.....	24
Section 11.6 Planning and Coordination of Undergrounding Projects.....	24
Article 12 PURCHASE OR CONDEMNATION	24
Section 12.1 Municipal Right to Purchase or Condemn.....	24
Article 13 MUNICIPALLY PRODUCED UTILITY SERVICE.....	25
Section 13.1 Municipally Produced Utility Service.	25
Article 14 ENVIRONMENT AND CONSERVATION	25
Section 14.1 Environmental Leadership.	25
Section 14.2 Conservation.	26
Section 14.3 Continuing Commitment.	27
Section 14.4 PUC Approval.....	27
Section 14.5 Sustainability Committee.....	27
Article 15 TRANSFER OF FRANCHISE.....	27
Section 15.1 Consent of City Required.....	27
Section 15.2 Transfer Fee.	27
Article 16 CONTINUATION OF UTILITY SERVICE	28
Section 16.1 Continuation of Utility Service.....	28
Section 16.2 Compensation.	28
Article 17 INDEMNIFICATION AND IMMUNITY	28
Section 17.1 City Held Harmless.....	28
Section 17.2 Governmental Immunity Act.	28

Article 18 BREACH	29
Section 18.1 Change of Tariffs.	29
Section 18.2 Breach.	29
Article 19 AMENDMENTS	30
Section 19.1 Proposed Amendments.	30
Section 19.2 Effective Amendments.....	30
Article 20 EQUAL OPPORTUNITY	30
Section 20.1 Economic Development.....	30
Section 20.2 Employment.....	30
Section 20.3 Contracting.....	31
Section 20.4 Coordination.	32
Article 21 MISCELLANEOUS	32
Section 21.1 No Waiver.....	32
Section 21.2 Successors and Assigns.....	32
Section 21.3 Third Parties.....	32
Section 21.4 Notice.....	32
Section 21.5 Examination of Records.....	33
Section 21.6 Confidential or Proprietary Information.	34
Section 21.7 List of Utility Property.....	35
Section 21.8 PUC Filings.....	35
Section 21.9 Information.	35
Section 21.10 Payment of Taxes and Fees.....	35
Section 21.11 Conflict of Interest.	36
Section 21.12 Certificate of Public Convenience and Necessity.....	36
Section 21.13 Authority.....	36
Section 21.14 Severability.	36
Section 21.15 Force Majeure.	36
Section 21.16 Earlier Franchises Superseded.	36
Section 21.17 Titles Not Controlling.....	36
Section 21.18 Applicable Law.....	36
Section 21.19 Payment of Expenses Incurred by City in Relation to Franchise Agreement.....	36
Section 21.20 Costs of Compliance with Franchise.	37
Section 21.21 Conveyance of City Streets, Public Utility Easements or Other City Property.....	37
Section 21.22 Audit.	37
Section 21.23 Land Use Coordination.....	37
Section 21.24 Counterpart Signature.	37

**PUBLIC SERVICE COMPANY OF COLORADO
AND
THE CITY OF IDAHO SPRINGS, COLORADO
GAS AND ELECTRIC FRANCHISE AGREEMENT**

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF CONSTRUCTION**

Section 1.1 Defined Terms. In addition to the capitalized terms defined elsewhere in this Franchise, the following capitalized words and phrases shall have the meanings set forth below. Words not defined in this Article 1 or elsewhere in this Franchise shall be given their common and ordinary meaning.

“City” means the City of Idaho Springs, a municipal corporation of the State of Colorado.

“City Designee” has the meaning ascribed in Section 5.1.

“Clean Energy” means energy produced from Renewable Energy Resources (as defined below), eligible energy sources, and by means of advanced technologies that cost-effectively capture and sequester carbon emissions produced as a by-product of power generation. For purposes of this definition, “cost” means all those costs as determined by the PUC.

“Company” means Public Service Company of Colorado, a Colorado corporation, and an Xcel Energy company and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.

“Company Designee” has the meaning ascribed in Section 5.2.

“Company Facilities” refer to all facilities of the Company which are reasonably necessary or desirable to provide gas and electric service into, within and through the City, including but not limited to plants, works, systems, substations, transmission and distribution structures and systems, lines, equipment, pipes, mains, conduit, transformers, underground lines, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, gas regulator stations, street lights, wire, cables and poles as well as all associated appurtenances.

“Council” refers to and is the legislative body of the City.

“Effective Date” has the meaning ascribed in Section 2.3.

“Electric Gross Revenues” refers to those amounts of money that the Company receives from the sale and/or delivery of electricity in the City, after adjusting for refunds, net write-offs of accounts, corrections, or Regulatory Adjustments (as defined below). Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Electric Gross Revenues” shall exclude

any revenue from the sale and/or delivery of electricity to the City as a customer of the Company.

“Energy Conservation” means the decrease in energy requirements of specific customers during any selected time period, resulting in a reduction in end-use services.

“Energy Efficiency” means the decrease in energy requirements of specific customers during any selected period with end-use services of such customers held constant.

“Franchise” or **“Franchise Agreement”** means this franchise agreement by and between the City and Company.

“Franchise Fee” has the meaning ascribed in Section 4.1(A).

“Force Majeure Event” means the inability to undertake an obligation of this Franchise Agreement due to a cause, condition or event that could not be reasonably anticipated by a party, or is beyond a party’s reasonable control after exercise of best efforts to perform. Such cause, condition or event includes but is not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, pandemics, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event.

“Gross Revenues” refers to those amounts of money the Company receives from the sale of gas and electricity within the City under rates authorized by the Public Utilities Commission, as well as from the transportation of gas to its customers within the City, as adjusted for refunds, net write-offs of uncollectible accounts, corrections, expense reimbursements or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Gross Revenues” shall exclude any revenues from the sale of gas or electricity to the City or the transportation of gas to the City.

“Industry Standards” refers to standards developed by government agencies and generally recognized organizations that engage in the business of developing utility industry standards for materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the electric and gas utility industries. Such agencies and organizations include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Pipeline and Hazardous Materials Safety Administration (PHMSA), the Colorado Public Utilities Commission, the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Pipeline Research Council International, Inc. (PRCI), the American Society of Mechanical Engineers (ASME), the Institute of Electric and Electronic Engineers (IEEE), the Electric Power Research Institute (EPRI), the Gas Technology Institute (GTI), the National Fire Protection Association (NFPA), and specifically includes the National Electric Safety Code (NESC).

“Open Space” refers to privately-owned property protected by real covenant, or publicly-owned property protected by covenant and/or designated by ordinance or resolution of the City Council, which covenant or designation designates the property for use as one (1) or more of the following: a community buffer; a wildlife corridor and habitat area; a wetland; a view corridor; agricultural land; an area of archeological, historical, geologic or topographic significance; an area containing significant renewable and/or nonrenewable natural resources; and/or other undesignated, typically non-irrigated, undeveloped land uses. Open Space shall not include Parks.

“Other City Property” refers to the surface, the air space above the surface and the area below the surface of any property owned by the City or directly controlled by the City due to the City’s real property interest in the same or hereafter owned by the City, that would not otherwise fall under the definition of “Streets,” but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the City. Other City Property does not include Public Utility Easements.

“Parks” refers to land area owned by the City, either independently or with another governmental or quasi-governmental entity, that is developed and maintained for active or passive recreational use and is open for the general public’s use and enjoyment; which, by way of example only, may include public playfields, courts, and other recreation facilities, or may include greenways, water features, picnic areas, or natural areas.

“Private Project” refers to any project not included in the definition of Public Project.

“Public Project” refers to (1) any public work or improvement within the City that is wholly owned by the City; or (2) any public work or improvement within the City where at least fifty percent (50%) or more of the funding is provided by any combination of the City, the federal government, the State of Colorado, or any Colorado county, but excluding all entities established under Title 32 of the Colorado Revised Statutes.

“Public Utilities Commission” or **“PUC”** refers to the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

“Public Utility Easement” refers to any platted easement over, under, or above public or private property, expressly dedicated to, and accepted by, the City for the use of public utility companies for the placement of utility facilities, including but not limited to Company Facilities.

“Relocate” and **“Relocation,”** and any variation thereof, means a temporary or permanent change or alteration by the Company in the position of any Company Facilities.

“Renewable Energy Resources” means wind, solar, and geothermal resources; energy produced from biomass from nontoxic plant matter consisting of agricultural crops or their byproducts, urban wood waste, mill residue, slash, or brush, or from animal wastes and products of animal wastes, or from methane produced at landfills or as a by-product of the

treatment of wastewater residuals; new hydroelectricity with a nameplate rating of ten (10) megawatts or less; hydroelectricity in existence on January 1, 2005 with a nameplate rating of thirty (30) megawatts or less; fuel cells using hydrogen derived from a Renewable Energy Resource; recycled energy produced by a generation unit with a nameplate capacity of not more than fifteen (15) megawatts that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel, and includes any eligible renewable energy resource as defined in C.R.S. § 40-2-124(1)(a), as the same may be amended from time to time.

“Residents” refers to all persons, businesses, industries, governmental agencies, including the City, and any other entity whatsoever presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

“Streets” or **“City Streets”** refers to the surface, the air space above the surface and the area below the surface of any City-dedicated or City-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the City, which are primarily used for motorized vehicle traffic. Streets shall not include Public Utility Easements and Other City Property.

“Supporting Documentation” refers to all information reasonably required or needed in order to allow the Company to design and construct any work performed under the provisions of this Franchise. Supporting Documentation may include, but is not limited to, construction plans, a description of known environmental issues, the identification of critical right-of-way or easement issues, the final recorded plat for the property, the date the site will be ready for the Company to begin construction, the date gas service and meter set are needed, and the name and contact information for the City’s project manager.

“Tariffs” refer to those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as amended from time to time.

“Underground Program” has the meaning ascribed in Section 11.2(A).

“Utility Service” refers to the sale of gas or electricity to Residents by the Company under Tariffs approved by the PUC, as well as the delivery of gas to Residents by the Company.

Section 1.2 Singular/Plural. Unless the context otherwise requires, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural.

Section 1.3 Mandatory/Permissive. The words “shall” and “will” are mandatory and the word “may” is permissive.

ARTICLE 2 GRANT OF FRANCHISE

Section 2.1 Grant of Franchise.

(A) Grant. The City hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of City Streets, Public Utility Easements (as applicable) and Other City Property:

(1) to provide Utility Service to the City and to its Residents under the Tariffs; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the City all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation, transmission and distribution of Utility Service within and through the City.

(B) Street Lighting and Traffic Signal Lighting Service. The rights granted by this Franchise encompass the nonexclusive right to provide street lighting service and traffic signal lighting services as directed by the City and, where applicable, the provisions of this Franchise shall apply with full and equal force to street lighting service and traffic signal lighting service provided by the Company pursuant to its Tariffs. In the event of a conflict between the provisions of this Franchise and the Tariffs with regard to Street Lighting and Traffic Signal Service, the Tariffs shall control. Wherever reference is made in this Franchise to the sale or provision of Utility Service these references shall be deemed to include the provision of street lighting service and traffic signal lighting service.

(C) New Company Facilities in Other City Property, Excluding Parks and Open Space. For all Other City Property that is not a Park or Open Space, the City's grant to the Company of the right to locate Company Facilities in, on, over or across such Other City Property shall be subject to the Company's already having or first receiving from the City approval of the location of such Company Facilities, in the City's reasonable discretion; and the terms and conditions of the use of such Other City Property shall be governed by this Franchise as may be reasonably supplemented to account for the unique nature of such Other City Property. By way of illustration and example only, the City may want to condition the use of Other City Property that is a golf course upon the Company not constructing Company Facilities in fairways or greens or during peak golf season. Nothing in this Section 2.1(C) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Parks or Open Space in accordance with the terms and conditions of the City license agreement, permit or other agreement that granted the Company the right to use such Other City Property or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise.

(D) New Company Facilities in Other City Property that are Parks or Open Space. The City's grant to the Company of the right to locate Company Facilities in, on, over or across Other City Property that is a Park or Open Space shall be subject to (i) the Company's already having or first receiving from the City a revocable license, permit or other agreement approving the location of such Company Facilities, which the City may grant or deny in its sole discretion; and (ii) the terms and conditions of such revocable license agreement, permit or other written agreement. Nothing in this Section 2.1(D) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Parks or Open Space in accordance with the terms and conditions of the City license agreement, permit or other agreement that granted the Company the right to use such Parks or Open Space or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise.

Section 2.2 Conditions and Limitations.

(A) Scope of Franchise. The grant of this Franchise and the terms and conditions hereof shall extend to the jurisdictional boundaries of the City as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

(B) Subject to City Usage. The Company's right to make reasonable use of City Streets and Other City Property to provide Utility Service to the City and its Residents under this Franchise is subject to and subordinate to any City usage of said Streets and Other City Property.

(C) Prior Grants Not Revoked. This grant and Franchise is not intended to and does not revoke any prior license, grant, or right to use the Streets, Other City Property or Public Utility Easements, and such licenses, grants or rights of use are hereby affirmed.

(D) Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the City reserves the right to make or grant a franchise to any other person, firm, or corporation.

Section 2.3 Effective Date and Term. This Franchise shall take effect on May 1, 2025 (the "**Effective Date**") and shall supersede any prior franchise grants to the Company by the City. This Franchise shall terminate on April 30, 2045, unless extended by mutual consent.

ARTICLE 3 **CITY POLICE POWERS**

Section 3.1 Police Powers. The Company expressly acknowledges the City's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the City considers making any substantive changes in its local codes or regulations that in the

City's reasonable opinion will significantly impact the Company's operations in the City's Streets, Public Utility Easements and Other City Property, it will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company's non-compliance with any applicable local requirements.

Section 3.2 Regulation of Streets and Other City Property. The Company expressly acknowledges the City's right to enforce regulations concerning the Company's access to or use of the Streets and/or Other City Property. In addition, the Company acknowledges the City's right to require the Company to obtain permits for work in Streets, Other City Property and Public Utility Easements.

Section 3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the City. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment or applicability of any laws, regulations, permits and orders enacted by the City. To the extent that the Company believes that any City regulations, permits and orders are inconsistent with Industry Standards, the City agrees to meet with the Company upon the Company's written request for consideration of the matters at issue within a reasonable period of time.

Section 3.4 Industry Standards. In enacting laws and regulations and issuing permits that affect the Company's access to or use of the Streets, Other City Property and Public Utility Easements, the City agrees to make good faith efforts to make its regulations and permit conditions consistent with Industry Standards to the extent practicable, and the Company agrees to make good faith efforts to advise the City of Industry Standards that affect the Company's operations within the City. Without limiting the City's police power in any way, the City will take into consideration any input from the Company on new regulations and permit conditions that the Company believes unnecessarily increase its costs of operations within the City.

ARTICLE 4 FRANCHISE FEE

Section 4.1 Franchise Fee.

(A) Fee. In consideration for this Franchise Agreement, which provides the certain terms related to the Company's use of City Streets, Public Utility Easements and Other City Property, which are valuable public properties acquired and maintained by the City at the expense of its Residents, and in recognition of the fact that the grant to the Company of this Franchise is a valuable right, the Company shall pay the City a sum equal to three percent (3%) of Gross Revenues (the "**Franchise Fee**"). To the extent required by law, the Company shall collect the Franchise Fee from a surcharge upon City Residents who are customers of the Company.

(B) Obligation in Lieu of Franchise Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount

that the Company would have paid as a Franchise Fee as partial consideration for use of the City Streets, Public Utility Easements and Other City Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company shall collect the amounts agreed upon through a surcharge upon Utility Service provided to City Residents who are customers of the Company.

(C) Changes in Utility Service Industries. The City and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the City, the Company will cooperate with and assist the City in making reasonable modifications of this Franchise Agreement in an effort to provide that the City receives an amount in Franchise Fees or some other form of compensation that is the same amount of Franchise Fees paid to the City as of the date that such initiatives and changes adversely impact Franchise Fee revenues.

(D) Utility Service Provided to the City. No Franchise Fee shall be charged to the City for Utility Service provided directly or indirectly to the City for its own consumption, including street lighting service and traffic signal lighting service, unless otherwise directed by the City in writing and in a manner consistent with Company policy.

Section 4.2 Remittance of Franchise Fee.

(A) Remittance Schedule. Franchise fee revenues shall be remitted by the Company to the City as directed by the City in monthly installments not more than thirty (30) days following the close of each calendar month.

(B) Correction of Franchise Fee Payments. In the event that either the City or the Company discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. Subject to the following sentence, if the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2(D) of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), correction of the overpayment by the City shall take the form of a credit against future Franchise Fees and shall be spread over the same period the error was undiscovered or the City shall make a refund payment to the Company. If such period would extend beyond the term of this Franchise, the Company may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All Franchise Fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by

the Company, from the date when due until the date paid. Subject to the terms of the Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

(C) Audit of Franchise Fee Payments.

- (1) Company Audit. At the request of the City, every three (3) years commencing at the end of the third calendar year of the Term of this Franchise, the Company shall conduct an internal audit, in accordance with the Company's auditing principles and policies that are applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, to investigate and determine the correctness of the Franchise Fees paid to the City. Such audit shall be limited to the previous three (3) calendar years. The Company shall provide a written report to the City Clerk summarizing the audit procedures followed along with any findings.
- (2) City Audit. At the request of the City, every three (3) years commencing at the end of the third year of this Franchise, the City may conduct its own audit at its own expense, in accordance with generally accepted auditing principles that are developed in accordance with the Institute of Internal Auditors, and the Company shall cooperate by providing the City's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws and applicable PUC rules and regulations.
- (3) Underpayments. If the results of a City audit conducted pursuant to Section 4.2(C)(2) above concludes that the Company has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City, the Company shall also pay all reasonable costs of the City's audit. The Company shall not be responsible for the costs of the City's audit when the underpayment is caused by errors from information provided by an entity certified by the Colorado Department of Revenue as a "hold harmless entity" or other similar entity recognized by the Department of Revenue.

(D) Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2(B) of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

(E) Reports. To the extent allowed by law, upon written request by the City, but not more than once per year, the Company shall supply the City with a list of the names and addresses of registered natural gas suppliers and brokers of natural gas that utilize Company Facilities to sell or distribute natural gas within the City. The Company shall not be required to disclose any confidential or proprietary information.

(F) Franchise Fee Payment Not in Lieu of Permit or Other Fees. Payment of the Franchise Fee by Company to City does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the City, except that the Franchise Fee provided for herein shall be in lieu of any occupation, occupancy or similar tax or fee for the Company's use of City Streets, Public Utility Easements or Other City Property under the terms set forth in this Franchise.

ARTICLE 5

ADMINISTRATION OF FRANCHISE

Section 5.1 City Designee. The City Administrator shall designate in writing to the Company an official or officials having full power and authority to administer this Franchise (whether one or more, the "**City Designee**"). The City Administrator may also designate one or more additional City representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the name(s) and telephone number(s) of said City representatives. The City Administrator may change these designations by providing written notice to the Company. The City's Designee shall have the right, at all reasonable times and with reasonable notice to the Company, to inspect any Company Facilities in City Streets and Other City Property.

Section 5.2 Company Designee. The Company shall designate a representative to act as the primary liaison with the City and shall provide the City with the name, address, and telephone number for the Company's representative under this Franchise ("**Company Designee**"). The Company may change its designation by providing written notice to the City. The City shall use the Company Designee to communicate with the Company regarding Utility Service and related service needs for City facilities.

Section 5.3 Coordination of Work.

(A) Company and City agree to coordinate their activities in City Streets, Public Utility Easements and Other City Property. The City and the Company will meet annually upon the written request of the City Designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City Streets, including but not limited to any planned City Streets paving projects. The City and Company shall hold such meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the City will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable City air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

(B) In addition to the foregoing meetings, the Company and the City agree to use good faith efforts to provide notice to one another whenever (i) the Company initiates plans to significantly upgrade its infrastructure within the City, including without limitation the replacement of utility poles and overhead lines; and (ii) third-party applicants within the City initiate private land uses and projects or the City initiates a Public Project that requires

significant upgrade to future gas and/or electric utility development by the Company, in order to allow for mutual City and Company input and consultation for beneficial coordination of activities.

ARTICLE 6 SUPPLY, CONSTRUCTION AND DESIGN

Section 6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the City to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for City facilities. The City and the Company wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the City in order to facilitate and enhance the operation of City facilities. They also wish to provide for other processes and procedures related to the provision of Utility Service to the City.

Section 6.2 Supply. Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of gas and electricity to Residents at the lowest reasonable cost consistent with reliable supplies.

Section 6.3 Charges to the City for Service to City Facilities. No charges to the City by the Company for Utility Service (other than gas transportation which shall be subject to negotiated contracts) shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company's regulated intrastate electric and gas rates. All charges to the City shall be in accord with the Tariffs.

Section 6.4 Restoration of Service.

(A) Notification. The Company shall provide to the City daytime and nighttime telephone numbers of a Company Designee from whom the City may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the City.

(B) Restoration. In the event the Company's gas system or electric system within the City, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such system to satisfactory service within the shortest practicable period of time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

Section 6.5 Obligations Regarding Company Facilities.

(A) Company Facilities. All Company Facilities within City Streets, Public Utility Easements and Other City Property shall be maintained in good repair and condition.

(B) Company Work within the City. All work within City Streets and Other City Property performed or caused to be performed by the Company shall be performed:

- (1) in a high-quality manner that is in accordance with Industry Standards;
- (2) in a timely and expeditious manner;
- (3) in a manner that reasonably minimizes inconvenience to the public;
- (4) in a cost-effective manner, which may include the use of qualified contractors; and
- (5) in accordance with all applicable City laws, ordinances and regulations that are consistent with Industry Standards and the Tariffs.

(C) No Interference with City Facilities. Company Facilities shall not unreasonably interfere with any City facilities, including water facilities, sanitary or storm sewer facilities, communications facilities, or other City uses of the Streets or Other City Property. Company Facilities shall be installed and maintained in City Streets and Other City Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining the Streets and Other City Property in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

(D) Permit and Inspection. The installation, renovation, and replacement of any Company Facilities in the City Streets or Other City Property by or on behalf of the Company shall be subject to permit, inspection and approval by the City in accordance with applicable City laws. Such permitting, inspection and approval may include, but shall not be limited to, the following matters: location of Company Facilities, cutting and pruning of trees and shrubs and disturbance of pavement, sidewalks and surfaces of City Streets or Other City Property; provided, however, the Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. The Company agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action lawfully required by the City pursuant to any such inspection.

(E) Compliance. Subject to the provisions of Section 3.3 above, the Company and all of its contractors shall comply with the requirements of applicable municipal laws, ordinances, regulations, permits, and standards, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in City Streets and Other City Property hold the necessary licenses and permits required by law.

(F) Increase in Voltage. The Company shall reimburse the City for the cost of upgrading the electrical system or facility of any City building or facility that uses Utility Service where such upgrading is solely caused or occasioned by the Company's decision to increase the voltage of delivered electrical energy. This provision shall not apply to

voltage increases required by law, including but not limited to a final order of the PUC, or voltage increases requested by the City.

Section 6.6 As-Built Drawings.

(A) Within thirty (30) days after written request of the City Designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit the Company to provide, on a project by project basis, as-built drawings of any Company Facility installed within the City Streets or contiguous to the City Streets. The Company shall provide the requested documents no later than forty-five (45) days after it commences its internal process.

(B) If the requested information must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, the Company shall promptly notify the City of such restrictions. The City acknowledges that the requested as-built drawings are confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest. Accordingly, the City shall deny the right of inspection of the Company's confidential information as set forth in C.R.S. § 24-72-204(3)(a)(IV), as may be amended from time to time (the "**Open Records Act**"). If an Open Records Act request is made by any third party as-built drawings that the Company has provided to the City pursuant to this Franchise, the City will immediately notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the City. In no circumstance shall the City provide to any third-party as-built drawings provided by the Company pursuant to this Franchise without first conferring with the Company. Provided the City complies with the terms of this Section, the Company shall defend, indemnify and hold the City harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding.

(C) As used in this Section 6.6, "as-built drawings" refers to hard copies of the facility drawings as maintained in the Company's business records and shall not include information maintained in the Company's geographical information system. The Company shall not be required to create drawings or data that do not exist at the time of the request.

Section 6.7 Excavation and Construction. Subject to Section 3.3, the Company shall be responsible for obtaining, paying for, and complying with all applicable permits, in the manner required by the laws, ordinances, and regulations of the City. Although the Company shall be responsible for obtaining and complying with the terms of such permits when performing Relocations requested by the City under Section 6.9 of this Franchise and undergrounding requested by the City under Article 11 of this Franchise, the City will not require the Company to pay the fees charged for such permits. Upon the Company submitting a construction design plan, the City shall promptly and fully advise the Company in writing of all requirements for the restoration of City Streets in advance of Company excavation projects in City Streets, based upon

the design submitted, if the City's restoration requirements are not addressed in publicly available standards.

Section 6.8 Restoration.

(A) Subject to the provisions of Section 6.5(D), when the Company does any work in or affecting the City Streets or Other City Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and restore the affected surface of such City Streets or Other City Property to a condition that is substantially the same as existed before the work, in accordance with applicable City standards.

(B) If weather or other conditions do not permit the complete restoration required by Section 6.8(A), the Company may with the approval of the City, temporarily restore the affected City Streets or Other City Property, provided that such temporary restoration is not at the City's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(C) Upon the request of the City, the Company shall restore the Streets or Other City Property to a better condition than existed before the Company work was undertaken, provided that the City shall be responsible for any incremental costs of such restoration not required by then-current City standards, and provided the City seeks and/or grants, as applicable, any additional required approvals.

(D) If the Company fails to promptly restore the City Streets or Other City Property as required by this Section 6.8, and if, in the reasonable discretion of the City, immediate action is required for the protection of public health, safety or welfare, the City may restore such Streets or Other City Property or remove the obstruction therefrom; provided however, City actions do not interfere with Company Facilities. The Company shall be responsible for the actual cost incurred by the City to restore such City Streets or Other City Property or to remove any obstructions therefrom. In the course of its restoration of City Streets or Other City Property under this Section 6.8, the City shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

Section 6.9 Relocation of Company Facilities.

(A) Relocation Obligation. The Company shall Relocate any Company Facility in City Streets or in Other City Property at no cost or expense to the City whenever such Relocation is necessary for the completion of any Public Project. The Company shall Relocate any Company Facility in a Public Utility Easement which is located in City Streets or Other City Property. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement that is not in a Street or Other City Property, the Company shall not be responsible for any relocation costs. For all Relocations, the Company and the City agree to cooperate on the location and Relocation of the Company

Facilities in the City Streets or Other City Property in order to achieve Relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has completed a Relocation of any Company Facility at the City's direction, if the City requests a Relocation of the same Company Facility within two (2) years, the subsequent Relocation shall not be at the Company's expense. Nothing provided herein shall prevent the Company from recovering its Relocation costs and expenses from third-parties.

(B) Private Projects. Subject to Section 6.9(F), the Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

(C) Relocation Performance. The Relocations set forth in Section 6.9(A) of this Franchise shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the later of the date on which the City Designee requests, in writing, that the Relocation commence, or the date when the Company is provided all Supporting Documentation. The Company shall receive an extension of time to complete a Relocation where the Company's performance was delayed due to Force Majeure or the failure of the City to provide adequate Supporting Documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold or condition any such extension.

(D) City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding Company Facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(E) Completion. Each such Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.9 of this Franchise or as otherwise agreed with the City, and properly abandons on site all unused Company Facilities, equipment, material and other impediments consistent with any permit issued by the City for such Relocation. "Unused" for the purposes of this Franchise shall mean the Company is no longer using the Company Facilities in question and has no plans to use the Company Facilities in the foreseeable future.

(F) Scope of Obligation. Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (i) owned by the Company in fee; or (ii) in which the Company has a property right, grant or interest, including without limitation an easement but excluding Public Utility Easements, which are addressed in Section 6.9(A).

(G) Underground Relocation. The Company shall Relocate underground Company Facilities underground. The Company shall Relocate above-ground Company Facilities above-ground unless the Company is paid for the incremental amount by which the underground cost would exceed the above ground cost of Relocation, or the City requests that such additional incremental cost be paid out of available funds under Article 11.

(H) Coordination.

- (1) When requested in writing by the City Designee or the Company, representatives of the City and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in City Streets and Other City Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the City for any Public Project.
- (2) The City shall make reasonable best efforts to provide the Company with two (2) years advance notice of any planned Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath the Streets within the two-year period if practicable.

(I) Proposed Alternatives or Modifications. Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the required Relocation of Company Facilities. The City shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the discretion of the City. In the event the City accepts the proposed alternative or modification, the Company agrees to promptly compensate the City for all additional costs, expenses or delay that the City reasonably determines resulted from the implementation of the proposed alternative.

Section 6.10 New or Modified Service Requested by City. The conditions under which the Company shall install new or modified Utility Service to the City as a customer shall be governed by this Franchise and the Company's Tariffs.

Section 6.11 Service to New Areas. If the territorial boundaries of the City are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time if the expanded area is within the Company's PUC-certificated service territory. Service to the expanded area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of Franchise Fees.

Section 6.12 City Not Required to Advance Funds. Upon receipt of the City's authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the City as a customer, without requiring the City to advance funds prior to construction. The City shall pay for the installation of Company Facilities once completed in

accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section to allow the City to not advance funds prior to construction shall apply unless prohibited by PUC rules or the Tariffs. The parties agree that as of the date of execution of this Agreement, Company Electric Tariff Sheets R120, R167 and R175 and Gas Tariff Sheets R36 and 39 governs the terms of installation of Company Facilities for the City and allows installation of Company Facilities without the City advancing funds prior to construction.

Section 6.13 Technological Improvements. The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the City when such advances are technically and economically feasible and are safe and beneficial to the City and its Residents.

ARTICLE 7 RELIABILITY

Section 7.1 Reliability. The Company shall operate and maintain Company Facilities efficiently and economically, in accordance with Industry Standards, and in accordance with the standards, systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.

Section 7.2 Franchise Performance Obligations. The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.

Section 7.3 Reliability Reports. Upon written request, the Company shall provide the City with a report regarding the reliability of Company Facilities and Utility Service.

ARTICLE 8 COMPANY PERFORMANCE OBLIGATIONS

Section 8.1 New or Modified Service to City Facilities. In providing new or modified Utility Service to City facilities, the Company agrees to perform as follows:

(A) **Performance.** The Company shall complete each project requested by the City within a reasonable time. Other than traffic facilities, where the Company's performance obligations are governed by Tariff, the parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the City Designee makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities, including a copy to the Area Manager as designated in Section 21.4 below. Provided that the City provides the Company's designated representative with a copy of the Supporting Documentation, the Company shall notify the City within twenty (20) days of receipt of the request if the Supporting Documentation is sufficient to complete the project. The Company shall be entitled to an extension of time to complete a project where the Company's performance was delayed due to Force Majeure. Upon request of the Company, the City Designee may also grant the Company reasonable extensions of

time for good cause shown and the City shall not unreasonably withhold any such extension.

(B) City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding new or modified service to City facilities shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(C) Completion/Restoration. Each such project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise or as otherwise agreed with the City and properly abandons on site any unused Company Facilities, equipment, material and other impediments.

Section 8.2 Adjustments to Company Facilities. The Company shall perform adjustments to Company Facilities that are consistent with Industry Standards, including manhole rings and other appurtenances in Streets and Other City Property, to accommodate City Street maintenance, repair and paving operations at no cost to the City. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

(A) Performance. The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the City makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to a Force Majeure Event. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(B) Completion/Restoration. Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate City operations in accordance with City instructions following City paving operations.

(C) Coordination. As requested by the City or the Company, representatives of the City and the Company shall meet regarding anticipated Street maintenance operations which will require such adjustments to Company Facilities in Streets or Other City Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

Section 8.3 Third Party Damage Recovery.

(A) Damage to Company Facilities. If any individual or entity damages any Company Facilities, to the extent permitted by law the City will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable

time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(B) Damage to Company Facilities for which the City is Responsible. If any individual or entity damages any Company Facilities for which the City is obligated to reimburse the Company for the cost of the repair or replacement, to the extent permitted by law, the Company will notify the City of any such incident of which it has knowledge and will provide to the City within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(C) Meeting. The Company and the City agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third-parties for damaging Company Facilities.

ARTICLE 9 BILLING AND PAYMENT

Section 9.1 Billing for Utility Services.

(A) Monthly Billing. Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utility Law, the Company shall render bills monthly to the offices of the City for Utility Service and other related services for which the Company is entitled to payment.

(B) Address for Billing. Billings for service rendered during the preceding month shall be sent to the person(s) designated by the City and payment for same shall be made as prescribed in this Franchise and the applicable Tariffs.

(C) Supporting Documents. To the extent requested by the City, the Company shall provide all billings and any underlying Supporting Documentation reasonably requested by the City in an editable and manipulatable electronic format that is acceptable to the Company and the City.

(D) Annual Meetings. The Company agrees to meet with the City Designee on a reasonable basis at the City's request, but no more frequently than once a year, for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company's current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the City.

(E) Payment to City In the event the City determines after written notice to the Company that the Company is liable to the City for payments, costs, expenses or damages of any nature, and subject to the Company's right to challenge such determination, the City

may deduct all monies due and owing the City from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may request a meeting between the Company's designee and a designee of the City to discuss such determination. The City agrees to attend such a meeting. As an alternative to such deduction and subject to the Company's right to challenge, the City may bill the Company for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the City determination of liability, the City shall make such payments to the Company for Utility Service received by City pursuant to the Tariffs until the challenge has been finally resolved.

ARTICLE 10

USE OF COMPANY ELECTRIC DISTRIBUTION POLES

Section 10.1 City Use of Company Electric Distribution Poles. The City shall be permitted to make use of Company electric distribution poles in the City, subject to the Tariffs, without a use fee for the placement of City equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The City shall notify the Company in advance and in writing of its intent to use Company's electric distribution poles, and the nature of such use. The City shall be responsible for all costs incurred by the Company associated with such use by the City, including but not limited to reviews, inspections and modifications of Company electric distribution poles to accommodate the City's use of such Company electric distribution poles and for any electricity used. The City shall not install any equipment or facilities without the express written consent and approval of the Company. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company's use or use by any other authorized entity of Company Facilities. Any such City use must comply with the Company's policies, specifications, the National Electric Safety Code, Industry Standards and all other applicable laws, rules regulations.

Section 10.2 Third Party Use of Company Electric Distribution Poles. The Company may allow other companies who hold franchises, or who otherwise have obtained consent from the City to use the Streets, Other City Property, and Public Utility Easements, to utilize Company electric distribution poles in City Streets, Other City Property, and Public Utility Easements for the placement of their facilities. Any third party use of the Company's electric distribution poles shall be done in accordance with and subject to (i) the Tariffs, (ii) approval by the Company, and (iii) execution of a pole attachment agreement containing the terms and conditions of attachment, including payment of fees, required by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law. The City shall be solely responsible for enforcement of its permitting requirements as a result of a third party's use of the Company's electric distribution poles.

Section 10.3 City Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the City use of transmission rights-of-way which it now, or in the future, owns in fee within the City for trails, parks and open space on terms comparable to those offered to other

municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with the Company's use of the transmission right-of-way. In order to exercise this right, the City must make specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.

Section 10.4 Emergencies. Upon written request, the Company shall assist the City in developing an emergency management plan that is consistent with Company policies. The City and the Company shall work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster.

ARTICLE 11

UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES

Section 11.1 Underground Electrical Lines in New Areas. Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the City underground in accordance with applicable laws, regulations and orders of the City. Such underground construction shall be consistent with Industry Standards.

Section 11.2 Underground Conversion at Expense of Company.

(A) **Underground Conversion Program.** The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year's Electric Gross Revenues, for the purpose of undergrounding its existing overhead electric distribution lines in the City Streets (excluding alleys and access easements) and Other City Property, as may be requested by the City Designee (the "**Underground Program**"), so long as the underground conversion does not result in end use customers of the Company incurring any costs related to the conversion and does not require the Company to obtain any additional land use rights. If the City requires Relocation of overhead electric lines in the Streets and Other City Property and there is no room to relocate the lines overhead, the Company may relocate the Facilities underground and may charge the cost of undergrounding to the Underground Program.

(B) **Unexpended Portion and Advances.** Any unexpended portion of the Underground Program shall be carried over to succeeding years and, in addition, upon request by the City, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided there are at least three (3) years remaining before the expiration or termination of this Franchise. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated under any prior franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the City shall have no vested interest in monies allocated to the Underground Program and any monies in the Underground Program not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company shall not be required to

underground any existing overhead electric distribution lines pursuant to this Article, but may do so in its sole discretion.

(C) System-wide Undergrounding. If, during the term of this Franchise, the Company should receive authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution lines system wide, the Company will budget and allocate to the program of undergrounding in the City such amount as may be determined and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

(D) City Requirement to Underground. In addition to the provisions of this Article, the City may require any above ground Company lines in Streets and Other City Property to be moved underground at the City's expense.

Section 11.3 Undergrounding Performance. Upon receipt of a written request from the City, the Company shall underground Company electric distribution lines pursuant to the provisions of this Article 11, in accordance with the procedures set forth in this Section.

(A) Estimates. Promptly upon receipt of an undergrounding request from the City and the Supporting Documentation necessary for the Company to design the undergrounding project, including a copy to the Area Manager as designated in Section 21.4 below, the Company shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the City to review and, if acceptable to the City, the City will issue a project authorization. The Company shall notify the City within twenty (20) days of receipt of the request if the Supporting Documentation is insufficient to prepare the cost estimate for the project. The City and the Company agree to meet upon the request of either party during the period when the Company is preparing its estimate to discuss all aspects of the project toward the goal of enabling the Company to prepare an accurate cost estimate. At the City's request, the Company will provide all documentation that forms the basis of the estimate that is not proprietary. The Company will not proceed with any requested project until the City has provided a written acceptance of the Company's estimate.

(B) Performance. The Company shall complete each undergrounding project requested by the City within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the later of the date upon which the City Designee makes a written request or the date the City provides to the Company all Supporting Documentation. The Company shall have one hundred twenty (120) days after receiving the City's written request to design project plans, prepare the good faith estimate, and transmit same to the City Designee for review. If City approval of the plans and estimate has not been granted, the Company's good faith estimate will be void sixty (60) days after delivery of the plans and estimate to the City Designee. If the plans and estimate are approved by the City, the Company shall have one hundred twenty (120) days to complete the project, from the date of the City designee's authorization of the underground project, plus any of the one hundred twenty (120) unused days in preparing the good faith estimate. At the Company's sole discretion, if the good faith estimate has expired because

the City Designee has not approved the same within sixty (60) days, the Company may extend the good faith estimate or prepare a new estimate using current prices. The Company shall be entitled to an extension of time to complete each undergrounding project where the Company's performance was delayed due to a Force Majeure Event. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(C) City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise.

(D) Completion/Restoration. Each such undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company Facilities and restores the undergrounding site in accordance with Section 6.7 of this Franchise, or as otherwise agreed with the City. When performing underground conversions of overhead lines, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

(E) Report of Actual Costs. Upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the City a detailed report of the Company's actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate. The report shall be provided within one hundred twenty (120) days after completion of the project and written request from the City.

(F) Audit of Underground Projects. The City may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The City shall make any such request in writing within one hundred twenty (120) days of receipt of the report of actual costs, as referenced in Section 11.3(E) of this Franchise Agreement. Such audits shall be limited to projects completed within twelve (12) months prior to the date when the audit is requested. The cost of any such independent audit shall reduce the amount of the Underground Program balance. The Company shall cooperate with any audit and the independent auditor shall prepare and provide to the City and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the City, only those actual project costs confirmed and verified by the independent auditor as reasonable and necessary to complete the project shall be charged against the Underground Program balance.

Section 11.4 Audit of Underground Program. Upon written request, every three (3) years commencing at the end of the third year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Underground Program. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant

to this Section shall be limited to charges to the Underground Program and shall not include an audit of individual underground projects. If the City has concerns about any material information contained in the audit, the parties shall meet and make good faith attempts to resolve any outstanding issues. The independent auditor shall provide to the City and the Company a written report containing its findings. The Company shall reconcile the Underground Program balance consistent with the findings contained in the independent auditor's written report. The costs of the audit and investigation shall be charged against the Underground Program balance.

Section 11.5 Cooperation with Other Utilities. When undertaking an undergrounding project the City and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company facilities as part of the same project where financially, technically and operationally feasible. The Company shall not be required to pay for any costs of undergrounding the facilities of other companies or the City.

Section 11.6 Planning and Coordination of Undergrounding Projects. The City and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other City and Company construction projects. The City and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the City and the Company in order to achieve the orderly undergrounding of Company overhead lines. Representatives of both the City and the Company shall meet periodically to review the Company's undergrounding of Company overhead lines and at such meetings shall review:

- (A) Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company's plans for additional undergrounding; and
- (B) Public Projects anticipated by the City.

ARTICLE 12 PURCHASE OR CONDEMNATION

Section 12.1 Municipal Right to Purchase or Condemn.

(A) **Right and Privilege of City.** The right and privilege of the City to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the City, and the Company's rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The City shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be

owned by the Company located within the territorial boundaries of the City. In the event of any such condemnation, no value shall be ascribed or given to the right to use City Streets or Other City Property granted under this Franchise in the valuation of the property thus sold.

(B) Notice of Intent to Purchase or Condemn. The City shall provide the Company no less than one (1) year's prior written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section 12.1 shall be deemed or construed to constitute a consent by the Company to the City's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

ARTICLE 13

MUNICIPALLY PRODUCED UTILITY SERVICE

Section 13.1 Municipally Produced Utility Service.

(A) City Reservation. The City expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase City-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the City that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

(B) Franchise Not to Limit City's or Company's Rights. Nothing in this Franchise prohibits the City from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company's rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.

ARTICLE 14

ENVIRONMENT AND CONSERVATION

Section 14.1 Environmental Leadership. The City and the Company agree that sustainable development, environmental excellence and innovation shall form the foundation of the Utility Service provided by the Company under this Franchise. The Company agrees to continue to actively pursue reduction of carbon emissions attributable to its electric generation facilities with a rigorous combination of Energy Conservation and Energy Efficiency measures, Clean Energy measures, and promoting and implementing the use of Renewable Energy Resources on both a distributed and centralized basis. The Company shall continue to cost-effectively monitor its operations to mitigate environmental impacts; shall meet the requirements of environmental laws, regulations and permits; shall invest in cost-effective, environmentally sound technologies; shall consider environmental issues in its planning and decision making; and shall support environmental research and development projects and partnerships in our communities through various means, including but not limited to corporate giving and employee involvement. The Company shall continue to explore ways to reduce water consumption at its

facilities and to use recycled water where feasible. The Company shall continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds with transmission and distribution lines. If requested in writing by the City on or before December 1st of each year, the Company shall provide the City a written report describing its progress in carbon reduction and other environmental efforts, and the parties shall meet at a mutually convenient time and place for a discussion of such. In meeting its obligation under this Section, the Company is not precluded from providing existing internal and external reports that may be used for other reporting requirements.

Section 14.2 Conservation. The City and the Company recognize and agree that Energy Conservation programs offer opportunities for the efficient use of energy and possible reduction of energy costs. The City and the Company further recognize that creative and effective Energy Conservation solutions are crucial to sustainable development. The Company recognizes and shares the City's stated objectives to advance the implementation of cost-effective Energy Efficiency and Energy Conservation programs that direct opportunities to Residents to manage more efficiently their use of energy and thereby create the opportunity to reduce their energy bills. The Company commits to offer programs that attempt to capture market opportunities for cost-effective Energy Efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate Energy Efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy according to current and future demand side management ("DSM") programs. In doing so, the Company recognizes the importance of (i) implementing cost-effective programs, the benefits of which would otherwise be lost if not pursued in a timely fashion; and (ii) developing cost-effective programs for the various classes of the Company's customers, including low-income customers. The Company shall advise the City and its Residents of the availability of assistance that the Company makes available for investments in Energy Conservation through newspaper advertisements, bill inserts and Energy Efficiency workshops and by maintaining information about these programs on the Company's website. Further, at the City's request, the Company's Area Manager shall act as the primary liaison with the City who will provide the City with information on how the City may take advantage of reducing energy consumption in City facilities and how the City may participate in Energy Conservation and Energy Efficiency programs sponsored by the Company. As such, the Company and the City commit to work cooperatively and collaboratively to identify, develop, implement and support programs offering creative and sustainable opportunities to Company customers and Residents, including low-income customers. The Company agrees to help the City participate in Company programs and, when opportunities exist to partner with others, such as the State of Colorado, the Company will help the City pursue those opportunities. In addition, and in order to assist the City and its Residents' participation in Renewable Energy Resource programs, the Company shall: notify the City regarding eligible Renewable Energy Resource programs; provide the City with technical support regarding how the City may participate in Renewable Energy Resource programs; and advise Residents regarding eligible Renewable Energy Resource programs. Notwithstanding the foregoing, to the extent that any Company assistance is needed to support Renewable Energy Resource Programs that are solely for the benefit of Company

customers located within the City, the Company retains the sole discretion as to whether to incur such costs.

Section 14.3 Continuing Commitment. It is the express intention of the City and the Company that the collaborative effort provided for in this Article continue for the entire term of this Franchise. The City and the Company also recognize, however, that the programs identified in this Article 14 may be for a limited duration and that the regulations and technologies associated with Energy Conservation are subject to change. Given this variability, the Company agrees to maintain its commitment to sustainable development and Energy Conservation for the term of this Franchise by continuing to provide leadership, support and assistance, in collaboration with the City, to identify, develop, implement and maintain new and creative programs similar to the programs identified in this Franchise in order to help the City achieve its environmental goals.

Section 14.4 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs that it has a good faith belief the PUC will not allow the Company to recover through the ratemaking process.

Section 14.5 Sustainability Committee. To the extent the City has a sustainability committee, it shall provide the Company an opportunity to have a Company representative on such committee. Any Company representative may participate in regular committee meetings for the purpose of providing information on Company programs and offerings and will be a meaningful participant as it relates to Company programs and offerings.

ARTICLE 15 TRANSFER OF FRANCHISE

Section 15.1 Consent of City Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the City approves such transfer or assignment in writing. The City may impose reasonable conditions upon the transfer, but approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.

Section 15.2 Transfer Fee. In order that the City may share in the value this Franchise adds to the Company's operations, any transfer or assignment of rights granted under this Franchise requiring City approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the City a transfer fee in an amount equal to the proportion of the City's then-population provided Utility Service by the Company to the then-population of the City and County of Denver provided Utility Service by the Company multiplied by one million dollars (\$1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 16

CONTINUATION OF UTILITY SERVICE

Section 16.1 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the City has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from Streets, Public Utility Easements or Other City Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the City until the City arranges for utility service from another provider. The City acknowledges and agrees that the Company has the right to use Streets, Other City Property and Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Services necessary to protect the public.

Section 16.2 Compensation. The City agrees that in the circumstances of this Article 16, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the City's compliance with applicable provisions of law, shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the City's Streets and Other City Property. Only upon receipt of written notice from the City stating that the City has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the City and its Residents.

ARTICLE 17

INDEMNIFICATION AND IMMUNITY

Section 17.1 City Held Harmless. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or directly arising from the grant of this Franchise, the exercise by the Company of the related rights, but in both instances only to the extent caused by the Company, and shall pay the costs of defense plus reasonable attorneys' fees. The City shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and, (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the City. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the City determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the City or any of its officers, agents or employees or to the extent that the City is acting in its capacity as a customer of record of the Company.

Section 17.2 Governmental Immunity Act. Nothing in this Article 17 or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses,

immunities and limitations the City may have under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE 18

BREACH

Section 18.1 Change of Tariffs. The City and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed. The Company reserves the right to seek a change in its Tariffs, including but not limited to the rates, charges, terms, and conditions of providing Utility Service to the City and its Residents, and the City retains all rights that it may have to intervene and participate in any such proceedings.

Section 18.2 Breach.

(A) Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “**Breaching Party**”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “**Breach**”), the other party (the “**Non-Breaching Party**”) may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise the following remedies for such Breach:

- (1) specific performance of the applicable term or condition to the extent allowed by law; and
- (2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

(B) Termination of Franchise by City. In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this Franchise (a “**Material Breach**”), the City may provide written notice to the Company of such Material Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed sixty (60) days in which to remedy the Material Breach or, if such Material Breach cannot be remedied in sixty (60) days, such additional time as reasonably needed to remedy the Material Breach, but not exceeding an additional sixty (60) day period, or such other time as the parties may agree. If the Company does not remedy the Material Breach within the time allowed in the notice, the City may, in its sole discretion, terminate this Franchise. This remedy shall be in addition to the City’s right to exercise any of the remedies provided for elsewhere in this Franchise. In the event of the termination of this Franchise by the City pursuant to this Section 18.2(B), the Company shall continue to provide Utility Service to the City and its Residents in accordance with Article 16 above.

(C) Company Shall Not Terminate Franchise. In no event does the Company have the right to terminate this Franchise.

(D) No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged Breach of this Franchise.

ARTICLE 19 AMENDMENTS

Section 19.1 Proposed Amendments. At any time during the term of this Franchise, the City or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either party to consent to any amendment proposed by the other party.

Section 19.2 Effective Amendments. No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Any amendment of the Franchise shall become effective only upon the approval of the PUC, if such PUC approval is required.

ARTICLE 20 EQUAL OPPORTUNITY

Section 20.1 Economic Development. The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.

Section 20.2 Employment.

(A) Programs. The Company is committed to undertaking programs that identify, consider and develop persons of color, women and members of other under-represented groups for positions at all skill and management levels within the Company.

(B) Businesses. The Company recognizes that the City and the business community in the City, including women and minority owned businesses, provide a valuable resource in

assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the City regularly advised of the Company's progress by providing the City a copy of the Company's annual affirmative action report upon the City's written request.

(C) Recruitment. In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

(D) Advancement. The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women and members of under-represented groups. In order to enhance opportunities for advancement, the Company will offer training and development opportunities for its employees. Such programs may include mentoring programs, training programs, classroom training and leadership programs.

(E) Non-Discrimination. The Company is committed to a workplace free of discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability or any other protected status in accordance with all federal, state or local laws. The Company shall not, solely because of race, creed, color, religion, gender, sexual orientation, marital status, age, military status, national origin, ancestry, or physical or mental disability, refuse to hire, discharge, promote, demote or discriminate in matters of compensation, against any person otherwise qualified.

(F) Board of Directors. The Company shall identify and consider women, persons of color and other under-represented groups to recommend for its Board of Directors, consistent with the responsibility of boards to represent the interests of the Shareholders, customers and employees of the Company.

Section 20.3 Contracting.

(A) Contracts. It is the Company's policy to make available to minority and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to increasing the proportion of Company contracts awarded to minority and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

(B) Community Outreach. The Company agrees to maintain and continuously develop contracting and community outreach programs calculated to enhance opportunity and increase the participation of minority and women owned business enterprises and other

small and/or disadvantaged business enterprises to encourage economic vitality. The Company agrees to keep the City regularly advised of the Company's programs.

(C) Community Development. The Company shall maintain and support partnerships with local chambers of commerce and business organizations, including those representing predominately minority owned, women owned and disadvantaged businesses, to preserve and strengthen open communication channels and enhance opportunities for minority owned, women owned and disadvantaged businesses to contract with the Company.

Section 20.4 Coordination. City agencies provide collaborative leadership and mutual opportunities or programs relating to City based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

ARTICLE 21 MISCELLANEOUS

Section 21.1 No Waiver. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

Section 21.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 15 of this Franchise. Upon a transfer or assignment pursuant to Article 15, the Company shall be relieved from all liability from and after the date of such transfer, except as otherwise provided in the conditions imposed by the City in authorizing the transfer or assignment and under state and federal law.

Section 21.3 Third Parties. Nothing contained in this Franchise shall be construed to provide rights to third parties.

Section 21.4 Notice. Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the City: City Administrator
City of Idaho Springs
1711 Miner St., P.O. Box 907
Idaho Springs, CO 80452

With a copy to: City Clerk
City of Idaho Springs
1711 Miner St., P.O. Box 907
Idaho Springs, CO 80452

and Wilson Williams Fellman Dittman
1314 Main Street, Ste. 101
Louisville, CO 80027

To the Company: Director, Community Relations
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

With a copy to: Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

and Area Manager
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Any request involving any audit specifically allowed under this Franchise shall also be sent to:

Audit Services
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Section 21.5 Examination of Records.

(A) The parties agree that any duly authorized representative of the City and the Company shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other party involving any activities related to this Franchise. All such records must be kept for a minimum of the lesser of three (3) years or the time period permitted by a party's record retention policy. To the extent that either party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents,

papers, and records of the other party, the parties agree to meet and discuss providing confidential materials, including without limitation providing such materials subject to a reasonable confidentiality agreement that effectively protects the confidentiality of such materials and complies with PUC rules and regulations.

(B) With respect to any information requested by the City which the Company identifies as “Confidential” or “Proprietary”:

- (1) The City will maintain the confidentiality of the information by keeping it under seal and segregated from information and documents that are available to the public;
- (2) The information will be used solely for the purposes stated in the City’s request;
- (3) The information shall only be made available to City employees and consultants who represent in writing that they agree to be bound by the provisions of this subsection; and
- (4) The information shall be held by the City for such time as is reasonably necessary for the City to address the Franchise issue(s) that generated the request and shall be returned to the Company when the City has concluded its use of the information. The parties agree that in most cases, the information should be returned within one hundred twenty (120) days. However, in the event that the information is needed in connection with any action that requires more time, including, but not necessarily limited to litigation, administrative proceedings and/or other disputes, the City may maintain the information until such issues are fully and finally concluded.

Section 21.6 Confidential or Proprietary Information. If an Open Records Act (C.R.S. §§ 24-72-201 *et seq.*) request is made by any third-party for confidential or proprietary information that the Company has provided to the City pursuant to this Franchise, the City will promptly notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the City. In no circumstance shall the City provide to any third-party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. Provided that the City complies with the terms of this Section, the Company shall defend, indemnify and hold the City harmless from any claim, judgment, costs or attorney’s fees incurred in participating in such proceeding. Unless otherwise agreed between the parties, the following information shall not be provided by the Company: confidential employment matters, specific information regarding any of the Company’s customers, information related to the compromise and settlement of disputed claims including but not limited to PUC dockets, information provided to the Company which is declared by the provider to be confidential and which would be considered confidential to the provider under applicable law.

Section 21.7 List of Utility Property. Upon written request by the City, but in no event more than once every two (2) years, the Company shall provide the City a list of electric utility-related real property owned in fee by the Company within the County in which the City is located. The list shall include the legal description of the real property, and where available on the deed, the physical street address. If the physical address is not available on the deed, if the City requests the physical address of the real property described in this Section 21.7, to the extent that such physical street address is readily available to the Company, the Company shall provide such address to the City. All such records must be kept for a minimum of three (3) years or such shorter duration if required by Company policy.

Section 21.8 PUC Filings. Upon written request by the City, the Company shall provide the City non-confidential copies of all applications, advice letters and periodic reports, together with any accompanying non-confidential testimony and exhibits, filed by the Company with the Public Utilities Commission. Notwithstanding the foregoing, notice regarding any gas and electric filings that may affect Utility Service rates in the City shall be sent to the City upon filing.

Section 21.9 Information. Upon written request, the Company shall provide the City Clerk or the City Clerk's designee with:

- (A) A copy of the Company's or its parent company's consolidated annual financial report, or alternatively, a URL link to a location where the same information is available on the Company's website;
- (B) Maps or schematics indicating the location of specific Company Facilities (subject to City executing a confidentiality agreement as required by Company policy), including gas or electric lines, located within the City, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the City. The Company does not represent or warrant the accuracy of any such maps or schematics; and
- (C) A copy of any report required to be prepared for a federal or state agency detailing the Company's efforts to comply with federal and state air and water pollution laws.

Section 21.10 Payment of Taxes and Fees.

- (A) Impositions. Except as otherwise provided herein, the Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise ("**Impositions**"), provided that the Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.
- (B) City Liability. The City shall not be liable for the payment of late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

Section 21.11 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the City to the extent prohibited by law, including ordinances and regulations of the City.

Section 21.12 Certificate of Public Convenience and Necessity. The City agrees to support the Company's application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

Section 21.13 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise on behalf of the parties and to bind the parties to its terms. The persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The City acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

Section 21.14 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

Section 21.15 Force Majeure. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event, as defined herein.

Section 21.16 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the City and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties hereto.

Section 21.17 Titles Not Controlling. Titles of the paragraphs herein are for reference only and shall not be used to construe the language of this Franchise.

Section 21.18 Applicable Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Clear Creek County, State of Colorado.

Section 21.19 Payment of Expenses Incurred by City in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the City for the adoption of this Franchise, limited to the publication of notices, publication of ordinances, and photocopying of documents and other similar expenses.

Section 21.20 Costs of Compliance with Franchise. The parties acknowledge that PUC rules, regulations and final decisions may require that costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the City.

Section 21.21 Conveyance of City Streets, Public Utility Easements or Other City Property. In the event the City vacates, releases, sells, conveys, transfers or otherwise disposes of a City Street, or any portion of a Public Utility Easement or Other City Property in which Company Facilities are located, the City shall reserve an easement in favor of the Company over that portion of the Street, Public Utility Easement or Other City Property in which such Company Facilities are located. The Company and the City shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.9(A) of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the City shall no longer be deemed to be a Street or Other City Property from which the City may demand the Company temporarily or permanently Relocate Company Facilities at the Company's expense.

Section 21.22 Audit. For any audits specifically allowed under this Franchise, such audits shall be subject to the Tariff and PUC rules and regulations. Audits in which the auditor is compensated on the basis of a contingency fee arrangement shall not be permitted.

Section 21.23 Land Use Coordination. The City shall coordinate with the Company regarding its land use planning. This coordination shall include meeting with the Company and identifying areas for future utility development.

Section 21.24 Counterpart Signature. This Franchise may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Franchise, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(Signature page follows)

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the dates indicated below, effective as of the Effective Date.

CITY OF IDAHO SPRINGS

ATTEST:

Clerk, City of Idaho Springs

Mayor, City of Idaho Springs

APPROVED AS TO FORM:
(if applicable)

Date: _____, 2025

City Attorney, City of Idaho Springs

**PUBLIC SERVICE COMPANY OF
COLORADO**, a Colorado corporation

By: _____
Robert Kenney, President
Public Service Company of Colorado

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Robert Kenney, President, Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public
My Commission expires: _____.

Signature Page – City of Idaho Springs - Gas and Electric Franchise



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 14.a: Motion to approve Ordinance #8, Series 2025, An Ordinance Amending Subsection 5-11(A) of the Idaho Springs Municipal Code Concerning Variance Board Membership.

Staff Report

Attachments:

1. Ordinance #8, Series 2025 Variance Board Membership

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 8, Series 2025

**AN ORDINANCE AMENDING SUBSECTION 5-11(A) OF THE IDAHO SPRINGS
MUNICIPAL CODE CONCERNING VARIANCE BOARD MEMBERSHIP**

WHEREAS, pursuant to C.R.S. § 31-15-201, the City Council ("Council") of the City of Idaho Springs ("City") possesses the authority to create City boards, including the authority to specify the appointment process, qualifications, terms of office, powers and duties of officers sitting on such boards; and

WHEREAS, pursuant to C.R.S. § 31-23-307, the Council is authorized to create and specify the membership and qualifications of a board of adjustment to hear and decide applications for variances from the City's zoning requirements; and

WHEREAS, under this authority, the Council previously created the Idaho Springs Variance Board and codified its creation and membership qualifications within Section 5-11 of the Idaho Springs Municipal Code ("Code"); and

WHEREAS, the Council finds that maintaining full membership of the five (5) member Variance Board is often challenging; and

WHEREAS, the Council further finds that limiting Variance Board membership to City residents only could potentially exclude interested and otherwise qualified non-residents from joining the Board; and

WHEREAS, the Council therefore desires to amend the Code to permit non-residents of the City to serve on the Variance Board when such non-residents demonstrate a particular interest or expertise in building, planning, construction, design, architecture, engineering or similar subject matter likely to be relevant to Variance Board matters.

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 City Council.

Section 2. Subsection 5-11(A) of the Code, concerning Variance Board membership, is hereby amended as follows:

- (A) Pursuant to state law, a Variance Board is hereby established for the City (herein the "Board"). The Board shall consist of five (5) members and two (2) alternates, each of whom shall be appointed by the City Council. Each member and alternate shall be a resident of the City or a person demonstrating particular familiarity with or expertise in building, planning, construction, design, architecture, engineering or similar subject

matter likely to be relevant to Variance Board matters, as determined by the City Council. An alternate member may act in the absence of a regular member.

Section 3. Should any one or more sections or provisions of this Ordinance or of any Code provision enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

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

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

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 14th day of April, 2025.

Chuck Harmon, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

IDAHO SPRINGS CITY COUNCIL STAFF REPORT

Meeting Date: Monday, April 14, 2025	Page 1 of 8	Item: CUP25-001 - Conditional Use Permit for AVA Rafting and Zipline Employee Camping Use at 95 E. Idaho Springs Rd
Presented by: Dylan Graves Community Development Planner		

PROPOSAL:

This is a request for a Conditional Use Permit (CUP) to allow for employee camping use at 95 E. Idaho Springs Road for a period of two (2) rafting seasons, with a proposed expiration date of October 1, 2026. The property would be used for the 2025 and 2026 rafting seasons, from approximately April 15 to September 30, as a campground only for employees of AVA Rafting and Zipline. The applicant, Duke Bradford, has a lease agreement in place with the owner of the subject property to operate a campground on-site. Mr. Bradford owns and operates AVA Rafting and Zipline. AVA Rafting and Zipline owns property at 431 Colorado 103 and uses this property for the headquarters of its ziplining and rafting operations, both of which operate in the City Limits. 431 Colorado 103 will still serve as the headquarters for operations.

This is a new application to allow camping at the subject property. The Idaho Springs City Council previously approved a CUP to allow the use for the 2024 rafting season which expired at the end of the 2024 rafting season. The applicant attempted to work towards a more permanent solution for camping at the subject property to avoid needing another CUP for the 2025 season. City staff had recommended that the applicant work with the property owner to properly zone the property to allow for uses by right and still believes that there are improvements needed to make this a permanent use on the subject property. However, for a variety of reasons this process has not yet begun, and the applicant is looking for another CUP to continue housing his seasonal employees on-site. Staff believe that there is a process by which the applicant and property owner could get this use approved permanently in subsequent years.

ATTACHMENTS:

1. Applicant Cover Letter
2. Proposed Concept Site Plan

BACKGROUND:

The subject property is located at 95 E. Idaho Springs Road directly west of the Shelly/Quinn Ball Fields Park in the City of Idaho Springs, south of Exit 241 of Interstate 70. It was annexed into the City as part of the Silver Spruce Annexation in 1974 and zoned to Planned Unit Development (PUD). However, the property was never developed, and the express terms of the PUD approval were not met. As such, the property does not have an approved substantive zoning designation and must go through a rezoning process prior to any permanent proposed use or development of the site.

The Idaho Springs Municipal Code (ISMC) authorizes the granting of a Conditional Use in Sec. 21-105. Sec. 21-105 allows uses not specified as being by right in the various zoning districts to be approved and implemented by conditional use. Conditional uses generally present special impacts upon adjacent properties which necessitate individualized review and consideration, and, in most instances, the approval of a conditional use requires the

imposition of conditions or requirements designed to eliminate, reduce, or mitigate adverse impacts resulting from the proposed use.

The applicant has applied for a Conditional Use Permit (CUP) to allow employees to camp on the property during the 2025 and 2026 rafting seasons. This use was previously approved for the 2024 rafting season as a trial to determine if the use was compatible with City rules and regulations and adjacent properties and uses. City staff believe that the 2024 rafting season was a success, with few conflicts and no formal complaints received. There were a few small issues that staff believe can be addressed to improve the use for the 2025 and 2026 seasons, if approved. This is discussed in greater detail below.

The applicant has proposed that approximately 30 overnight occupants would be on-site, using a mix of tents and camper vans. The applicant has submitted a proposed lease agreement for employees who wish to camp on the subject property that would manage and regulate the site should approval be granted for the proposed temporary use.

In a bid to foster a safe, comfortable, and environmentally responsible living environment for employees residing on-site, the campground owner has outlined a set of operational guidelines. These measures, detailed below, are designed to address trash management, noise control, fire safety, privacy, and overall campground aesthetics, ensuring the site's harmonious integration with the surrounding community and adherence to City regulations. Two dumpsters will be provided on-site to manage trash, to be collected weekly. The proposed handbook regulates quiet hours, cooking procedures, and visitation allowances with an intent of maintaining good standing with adjacent property owners and the City. Campfires will be prohibited, according to the applicant's guidelines and handbook. Other improvements include a privacy fence along the north side of the property to screen the use from adjacent property owners to the north and ground platforms to provide specific camping locations for employees using tents on-site. These ground platforms require a building permit, which has not yet been reviewed or approved but will be needed prior to operation of the platforms. This is a condition of approval.

The applicant proposes a privacy fence along the northern portion of the property to screen dumpsters, camping areas, and sanitation facilities. A concept map showing the location of uses and facilities on-site is provided as Attachment 2. As with last year, staff recommend that a condition be included requiring approval and sign off from the Clear Creek Fire Authority (CCFA) prior to occupying the site.

When this use was approved via CUP in 2024 there was discussion about how to approve this use long-term, with the acknowledgement that some aspects of the operation (access, water/wastewater, etc.) may not be suitable for permanent, annual use. Staff began working with the applicant during the winter to start the zoning process. However, due to issues with the owner of the property, the applicant was not able to get authorization to zone the property. The applicant believes that the best solution would be to subdivide the property to allow AVA Rafting and Zipline to own the portion of property where the campground is proposed to operate. This would allow them additional control over the process but will take time. As such, the applicant has requested a two-year CUP approval, building on lessons learned from last year, to allow employees to camp on-site while continuing to work for a longer-term solution.

Changes with the application, as compared to last year:

- Proposing two (2) dumpsters, up from one (1)
- Proposing four (4) portable toilets, up from two (2)
- Proposing to pay for gate or bollards to block access west of property along spur trail of Clear Creek Trail
- Creating clearly identified parking spaces and drive lanes
- Erection of a privacy fence along access route to reduce visual impacts
- Construction of camping platforms (requires building permits)

PLANNING COMMISSION ROLE:

The Idaho Springs Planning Commission reviewed this CUP application on April 2, 2025. The Planning Commission unanimously recommended approval by a vote of 5-0, with the conditions included in the draft ordinance.

CRITERIA FOR APPROVAL

The City Council shall determine that the application meets the following criteria in conformance with Sec. 21-105(F) of the ISMC:

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

WATER AND WASTEWATER:

There have been no major changes to water or wastewater infrastructure in the area since the application in 2024. The provision of water and wastewater treatment on-site remains something that must be considered and suitably handled. A City 2-inch water main serves the adjacent Ballfields property and the U.S. Forest Service Maintenance Facility but is more than 100' from the boundary of the subject parcel. However, there is no City sanitary sewer main serving these properties. Sec. 12-5 requires connection to public water and sewer except in cases where City facilities are more than one hundred (100) feet of the boundary of the parcel of property on which such improvements are located. Given that there is no sewer available near the parcel and the water line serving this area is not wide enough to sufficiently cover the use, we believe that at least in the interim, connection to water or sewer continues to be unreasonably difficult to achieve.

The applicant has proposed that as part of the Conditional Use permit, they truck in potable water and provide on-site portable toilets that will serve to satisfy their water and wastewater requirements. They further have intimated that they would provide employees with Clear Creek Metropolitan Recreation District (CCMRD) Recreation Center passes that could be used by staff both for recreation as well as for sanitation (such as showers). City Staff does not believe that this proposal is a sufficient permanent solution, but we found during 2024 that there were no complaints about portable toilets or any issues with on-site water. The applicant has proposed to increase the number of toilets from two to four. In the 2024 approval, staff had requested that the applicant look into permanent water and wastewater provisions. As discussed above, however, the applicant has not made substantial process towards a long-term/permanent solution for the use as a whole and as such is hesitant to invest in permanent improvements like an onsite wastewater treatment system (OWTS), well, or connecting to City lines. Because there were no issues last year and because this is for temporary approval (two seasons), staff are not concerned about continuing to allow portable toilets and water tanks.

The applicant has stated that portable toilets will be serviced and emptied on a weekly basis. Since no water line is in the area to accommodate connection to municipal water, the applicant has proposed trucking the water to the site so potable water is available. The applicant has stated that 330 gallons of potable water is proposed to be on-site. For fire mitigation purposes, a condition has been written requiring that the Fire Authority sign off on the water tank.

ACCESS:

E. Idaho Springs Road is suitably constructed to accommodate the proposed traffic intensity, however the access driveway across the park parcel and onto the subject parcel is likely insufficient to accommodate long-term, permanent use. The City's *Standards and Specifications for Design and Construction* state that access serving more than 20 ADTs are classified as roadways rather than driveways. The access would be considered "Low Volume" per the City Standards with fewer than 450 ADTs. This would require a lane width of 12'. Existing surveys of the park parcel and subject parcel show that the existing access ranges in width from 10.6' to over 12' wide (surveys included as Attachment 3). The average is just below 12' wide across both parcels. This does not meet current City Standards, though this access has been in place and established for some time to access the property. Given the temporary nature of the request, Staff believes that the use would not cause access-related issues and allowing the use would not cause public health, safety, or welfare concerns related to fire or emergency service access, with the Fire Authority last year stating that it was sufficient to respond to calls. One consideration is that the City will be starting construction at the ballfields park this summer, which has the potential to impact access on certain days. During construction hours, access to the subject property would be limited or unavailable. This could cause problems if emergency services are unable to access the site, so this will need to be coordinated and monitored during those times.

One issue that came up during the 2024 season was that vehicles were traveling west from the campground down the spur trail and under the I-70 underpass onto Edwards Street. This is not a vehicular access route, and both the police department and Public Works agreed that this needs to be addressed if the use is approved for 2025/2026. The City's Public Works Superintendent Paul Crain recommended that we install a gate that will impede vehicular traffic while still giving the police department, public works, and other necessary parties access to the route if needed. The applicant has stated that they would pay for the cost of the improvement, and this is included as a condition of approval.

PARKING:

The applicant proposed two parking areas. one is identified on the northern side of the property, just south of the existing access through the property. It would be adjacent to the existing access path. An additional parking area for camper vans is proposed on the property, which is proposed as gravel. The applicant has provided a plan that could accommodate up to 40 vehicles on the property. Table Sec. 21-127-1: Parking Requirements by Use regulates required off-street parking for uses in the City. A campground is not included in this table. The ISMC allows the City Administrator to calculate the required number of parking spaces by applying the requirement for the use listed which is most like the proposed use or shall require the applicant to submit to a parking study. Staff believe that the most similar use is multiple-family residential dwelling. This would require 1.25 spaces per campsite. If 30 campsites are proposed, this would require 37.5 parking spaces. The applicant has stated that 40 parking spaces will be provided. Adequate space is available on-site to accommodate this amount of parking. A condition of approval is proposed that all parking be delineated on-site and subject to inspection by City Staff. The same parking areas were approved last year and staff did not notice any concerns during the season, nor received any complaints.

TRASH/WASTE DISPOSAL:

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

NOISE:

The applicant has provided the City with a proposed handbook and lease agreement for on-site campers that states that quiet hours are from 10p.m. to 7a.m. No use of generators will be permitted during that period. Additionally, the applicant proposes installing a privacy fence prior to commencement of on-site camping operations. A temporary fence was constructed for the 2024 season, which staff believe worked relatively well. This will reduce visual impact concerns that neighboring properties in the City might have with the proposed use and is likely to reduce noise impacts to property north of the proposed use.

WILDFIRE RISK:

The application proposes to allow camp stoves on the property at private campsites, but the proposal explicitly states that no campfires will be permitted. Staff recommends a condition of approval that camp stoves and fires may only be operated on approved, non-impervious surfaces to reduce wildfire risk. The applicant has stated that 330 gallons of water would be available on-site and the property would be equipped with fire extinguishers as necessary to meet Fire Authority satisfaction. The specific standards must be discussed with and approved by the Fire Authority.

WILDLIFE:

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

Staff believe that the proposed use meets Criterion 1 except for proposed access and parking, which as discussed above, do not fully meet City standards for width (access) and paving (parking). The current paved access to the site is slightly narrower than is required by City standards and the parking areas are proposed to be graveled rather than paved. The proposal appears to meet required life, health, and safety standards governing uses within the City regardless of this slight discrepancy. Staff discussed the proposal with the Fire Authority who stated that fire vehicles and ambulances will be able to access the site.

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

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

The Comprehensive Plan seeks solutions to both housing affordability and housing accessibility. Although this proposal does not involve the construction of permanent employee housing on the property, it would provide a legal, managed location within the City for a large proportion of the City's seasonal workforce to live with minimum levels of infrastructure necessary to ensure that their basic needs are addressed. If successful and implemented long-term, this could help provide workforce housing of a certain type for seasonal employees who do not require additional facilities. The availability of a camping option for rafting employees may reduce seasonal demand for existing affordable housing stock that is only required by these seasonal employees during summer months. This could thus help meet the Comprehensive Plan's goals for housing. The Comprehensive Plan identifies this parcel as a potential multifamily housing site. While the proposed seasonal employee camping use would not achieve permanent, long-term employee or multi-family housing, on a short-term basis the proposed use aligns with what the Comprehensive Plan identifies as a potential use of the site.

The subject parcel is also a part of the East End Overlay District (EEOD) and was included in the East End Action Plan (EEAP) from 2017. One of the goals of the EEAP is to offer more housing choices for people who work in Idaho Springs that allows them to both work and live in the community. Housing is identified in both the Comprehensive Plan and the EEAP with a goal of increasing the housing stock for the local workforce. While the EEAP and Comprehensive Plan envision permanent housing solutions, rather than camping, to provide workforce housing for employees, the proposed seasonal employee camping plan does achieve the broader goal of providing affordable housing options for the City's workforce. Given the seasonal nature of the rafting industry, it is difficult to find housing that is affordable and available for only several months. By providing the necessary infrastructure on the property to ensure the use is safe for those on-site, this could be a way to address seasonal housing needs in a way that does not affect existing residences or tax current housing stock.

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

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

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

Staff do not believe that the number of trips will exceed those that might occur with permanent residential use on-site. Due to the limited parking available at the AVA headquarters, the applicant plans to encourage employees to walk or bicycle to work as much as possible, which would limit the impact of vehicles in the vicinity of the park. Otherwise, the proposed lease agreement that occupants of the site would sign states that quiet hours are from 10:00 p.m. to 7:00 a.m. to attempt to mitigate noise-related conflicts between the property and adjacent property owners. It also states that all campsites must be out of view of residentially zoned neighboring structures to ensure that the use does not have substantial visual impacts. The applicant proposes the construction of a privacy fence along the north side of the property to mitigate noise and visual impacts to the site. Staff believes that if the applicant works with the CCMRD and ensures that on-site

management ensures that “tenants” respect adjacent properties and users, then there should not be substantial adverse impacts associated with the new use.

REFERRALS

This application was referred to the Idaho Springs Police Department, the Clear Creek Fire Authority, and the Clear Creek Metropolitan Recreation District (“CCMRD”) for review and comment.

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

- ISPD had one minor issue with AVA camping at the site last summer. ISPD received a few complaints about the seasonal workers driving motor vehicles down the bike path/pedestrian walkway to travel west down the hillside through the tunnel under I-70. This is illegal, endangers the public using the paved pedestrian walkway, and would need to be addressed.
- If the City were to move forward, I do not see why this would need to be a two-year agreement. I would recommend a similar one-year agreement so the City can re-evaluate at the conclusion of a rafting season. I would also ask that you make sure the City can rescind this agreement if there are repetitive sanitary issues or significant impacts on emergency services or public works.

Paul Crain and Ed Sigward both responded on behalf of the Public Works Department and Water/Wastewater, respectively. Neither had issues with the proposed use. Nathan Skalak from JVA also responded, with no issues regarding access or traffic volumes. Kelly Babeon from the Fire Authority also provided comments, indicating that there were no issues last year and the Authority was not concerned with the present application.

STAFF ANALYSIS OF PROPOSAL:

Staff believe that the proposed Conditional Use of employee camping at 95 E. Idaho Springs Road generally meets the requirements for a CUP. After last year, we had hoped that a successful season would lead to a more permanent solution. However, asking for another CUP – this time for two years – may be beneficial as it gives the City more time to assess camping as a potential solution to some of the housing issues that have been identified in the City. One condition we recommend is a requirement that the applicant come to City Council after the season to discuss any issues or concerns that came up during the season to allow Council a chance to ensure that the applicant is still meeting requirements before moving forward with the 2026 rafting season but without needing to get formal CUP approval again. By granting a two-season approval, the applicant would be afforded plenty of time to work on a permanent solution ahead of the 2027 rafting season, if they still wish to have employee camping on the property at that time.

PLANNING STAFF RECOMMENDATION:

Staff generally supports the application but notes that there are several concerns that were brought up during review. If City Council approves the application for a two season, temporary Conditional Use Permit (CUP) for AVA Rafting and Ziplining employee camping on the proposed property, Staff recommends the following conditions to approval be imposed, which reflect the Planning Commission’s motion recommending approval:

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 (Attachment 1).

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.

Idaho Springs Council Members
1711 Miner St
Idaho Springs, CO 80452
February 13th, 2025

Dear Council Members,

Last year we were granted a Conditional Use Permit to operate a seasonal campground. The goal was to help reduce unpermitted camping in the city of Idaho Springs and give seasonal staff a place to camp safely.

We would like to thank Council for allowing us the opportunity to run a seasonal campground. Overall, the effort was a success. We were able to operate the campground all season and received no complaints. More work needs to be done but for the 1st season we were successful in reducing camping throughout Idaho Springs.

We've been working with owners of the property to develop the zoning and best use of the property. The ownership has gone through some changes and as result the process has been slowed. Our goal is to parcel the land and work with the town for possible additional public parking at the town baseball diamonds. Our hope is to properly zone the property for its best use for the community.

This process looks to take longer than we anticipated.

We are asking council to consider giving us a two-year Conditional use to camp.

This will allow us to continue to work on zoning and best use of the property. It will also help keep our seasonal workforce camping in a designated place.

We realize that rafting brings a lot of tourism to town. But we also realize our seasonal staff can strain resources in the community. We hope this solution can continue to alleviate the strain.

If approved for a CUP, our hope is to have our employees begin camping there in May this year.

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

Parking

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

Bathrooms

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

Waste Management

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

Drinking Water

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

Camping

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

Communal Campfire

We plan to have a fire ban at camp.

Driving to and from the camping area.

We've encouraged staff to bring bicycles to get from the campground to our facilities. This is the fastest way to get to work. We also have a parking problem at our facility, so bike riding is ideal for us to help elevate that problem.

We've seen a problem with people driving down the bike path. This happens with some frequency when I-70 becomes congested. We will put up signs up discouraging this behavior. We will have a zero-tolerance policy with our staff on this issue.

This property is in a unique area with the closest neighbors being across the interstate. In the 1st season we've received no noise complaints. We intend to keep that streak alive if given the opportunity.

We are seeking a Conditional Use Permit to grant us camping for this 2025 and 2026 summer season (April through middle of September).

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

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

Thank you for your time and consideration of our proposal.

Sincerely,
Duke Bradford

Impact Assessment for AVA's Employee Campground in Idaho Springs

By Duke Bradford

Maximum volume

We anticipate the campground having a maximum of 30 overnight campers during the busiest part of the season. The majority of the camping will be tent camping, although camper vans will be permitted in the camper van parking lot.

Parking

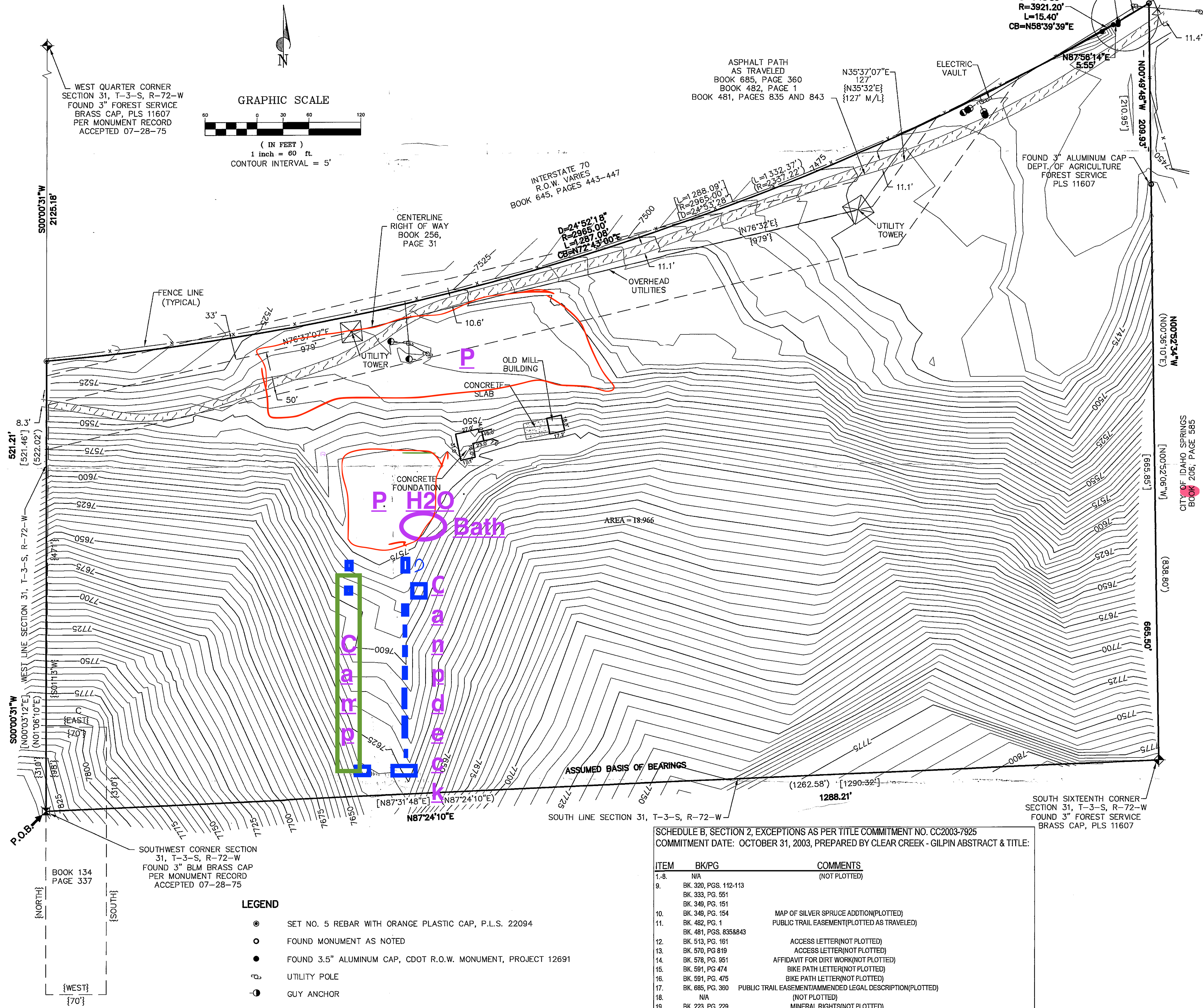
Two areas have been identified on the premise that would be converted into parking lots.

Vehicle Traffic

Employees will be instructed to bike the 1.5-mile ride from the campsite to the outpost. Employees would be able to utilize the nearby bike path and side streets to do so. Since we are also limited on employee parking at our outpost, biking will be highly stressed. Therefore, we anticipate 0-2 vehicle trips a day for each employee, with most days being closer to 0. This means there would be minimal impact on the vehicular traffic around the park and adjacent properties.

ALTA/ACSM SURVEY

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

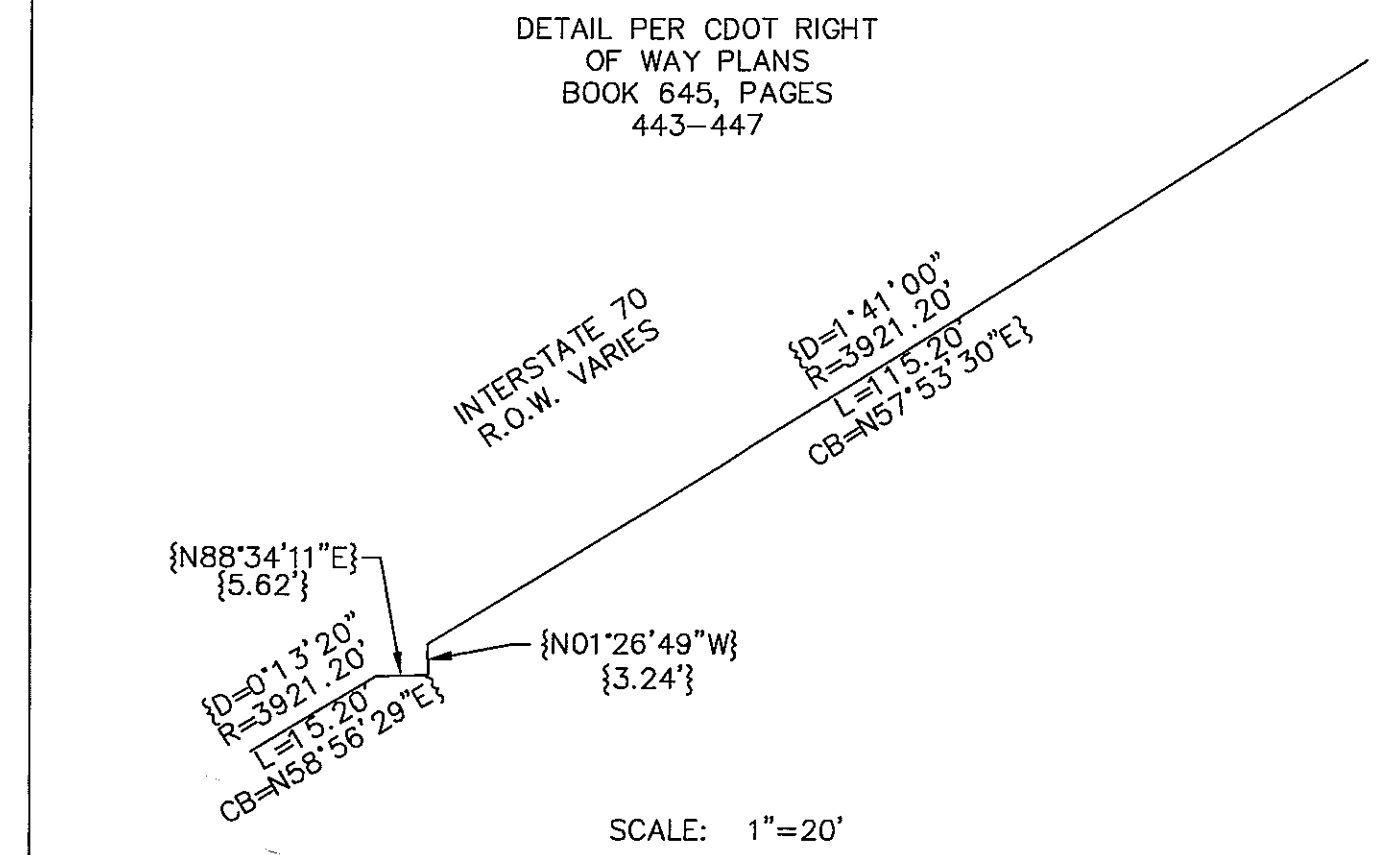


LEGEND

- SET NO. 5 REBAR WITH ORANGE PLASTIC CAP, P.L.S. 22094
- FOUND MONUMENT AS NOTED
- FOUND 3.5" ALUMINUM CAP, CDOT R.O.W. MONUMENT, PROJECT 12691
- UTILITY POLE
- GUY ANCHOR

SCHEDULE B, SECTION 2, EXCEPTIONS AS PER TITLE COMMITMENT NO. CC2003-7925
COMMITMENT DATE: OCTOBER 31, 2003, PREPARED BY CLEAR CREEK - GILPIN ABSTRACT & TITLE:

ITEM	BK/PG	COMMENTS
1-8	N/A	(NOT PLOTTED)
9	BK. 320, PGS. 112-113 BK. 333, PG. 551 BK. 348, PG. 151 BK. 482, PG. 1 BK. 481, PGS. 835&843	MAP OF SILVER SPRUCE ADDITION(PLOTTED) PUBLIC TRAIL EASEMENT(PLOTTED AS TRAVELED)
10	BK. 513, PG. 161	ACCESS LETTER(NOT PLOTTED)
11	BK. 570, PG. 819	ACCESS LETTER(NOT PLOTTED)
12	BK. 570, PG. 951	AFFIDAVIT FOR DIRT WORK(NOT PLOTTED)
13	BK. 581, PG. 474	BIKE PATH LETTER(NOT PLOTTED)
14	BK. 581, PG. 475	BIKE PATH LETTER(NOT PLOTTED)
15	BK. 685, PG. 360	PUBLIC TRAIL EASEMENT(MINIMUM LEGAL DESCRIPTION)(PLOTTED)
16	N/A	(NOT PLOTTED)
17	BK. 223, PG. 229	MINERAL RIGHTS(NOT PLOTTED)
18	BK. 256, PG. 31	UTILITY EASEMENT(PLOTTED)
19	BK. 223, PG. 229	EASEMENT(PLOTTED)
20	N/A	(NOT PLOTTED)
21	N/A	(NOT PLOTTED)
22	N/A	(NOT PLOTTED)



LEGAL DESCRIPTION:

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

NOTES

- NOTICE
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- MONUMENT DEFACING STATEMENT
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CLEAR MOUNTAIN SURVEYING, L.L.C. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, CLEAR MOUNTAIN SURVEYING, L.L.C. RELIED UPON RECORDED PLAT AND INFORMATION SUPPLIED BY CLIENT.
- P.L.S. SEAL, DEPICTED HEREON, VALID ONLY WITH WET SIGNATURE AND DATE WRITTEN THROUGH IT.
- BEARINGS AND OR DISTANCES IN BRACKETS [BRG., DIST.] PER MAP OF SILVER SPRUCE ADDITION, RECEPTION NUMBER 67834.
- BEARINGS AND OR DISTANCES IN PARENTHESIS (BRG., DIST.) PER SCHEDULE A OF TITLE COMMITMENT NO. CC2003-7925, COMMITMENT DATE: OCTOBER 31, 2003, PREPARED BY CLEAR CREEK - GILPIN ABSTRACT & TITLE.
- BEARINGS AND OR DISTANCES IN BRACKETS {BRG., DIST.} PER EASEMENT/RIGHT OF WAY AS SHOWN.
- BEARINGS AND OR DISTANCES IN **BOLD** WITHOUT BRACKETS OR PARENTHESIS REPRESENT AS MEASURED DATA.

BASIS OF BEARINGS

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

ALTA CERTIFICATION

TO: ROCKY MOUNTAIN HDC, INC., A COLORADO NONPROFIT CORPORATION, 1393 SOUTH SANTE FE DRIVE, DENVER, CO 80223:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1989, AND INCLUDES ITEMS OF TABLE A THEREOF PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

DATED THIS 07 DAY OF JANUARY, 2004

LARRY F. FISHER, P.L.S. 22094
FOR AND ON BEHALF OF CLEAR MOUNTAIN SURVEYING, L.L.C.

FILING CERTIFICATE

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

COUNTY SURVEYOR

BY DEPUTY COUNTY SURVEYOR

REVISIONS:

CLEAR MOUNTAIN SURVEYING, L.L.C.
PROFESSIONAL LAND SURVEYORS
12860 W. CEDAR DRIVE SUITE 201, LAKEWOOD, CO 80228
PHONE (303) 984-7855 FAX (303) 984-7856

K250399--ALTA.DWG

Drawn B.M.H.

Check L.F.F.

Scale 1"=60'

ALTA/ACSM SURVEY

ROCKY MOUNTAIN HDC
P.O. BOX 9189
DENVER, CO 80209
303-725-2653 FAX: 303-785-0032

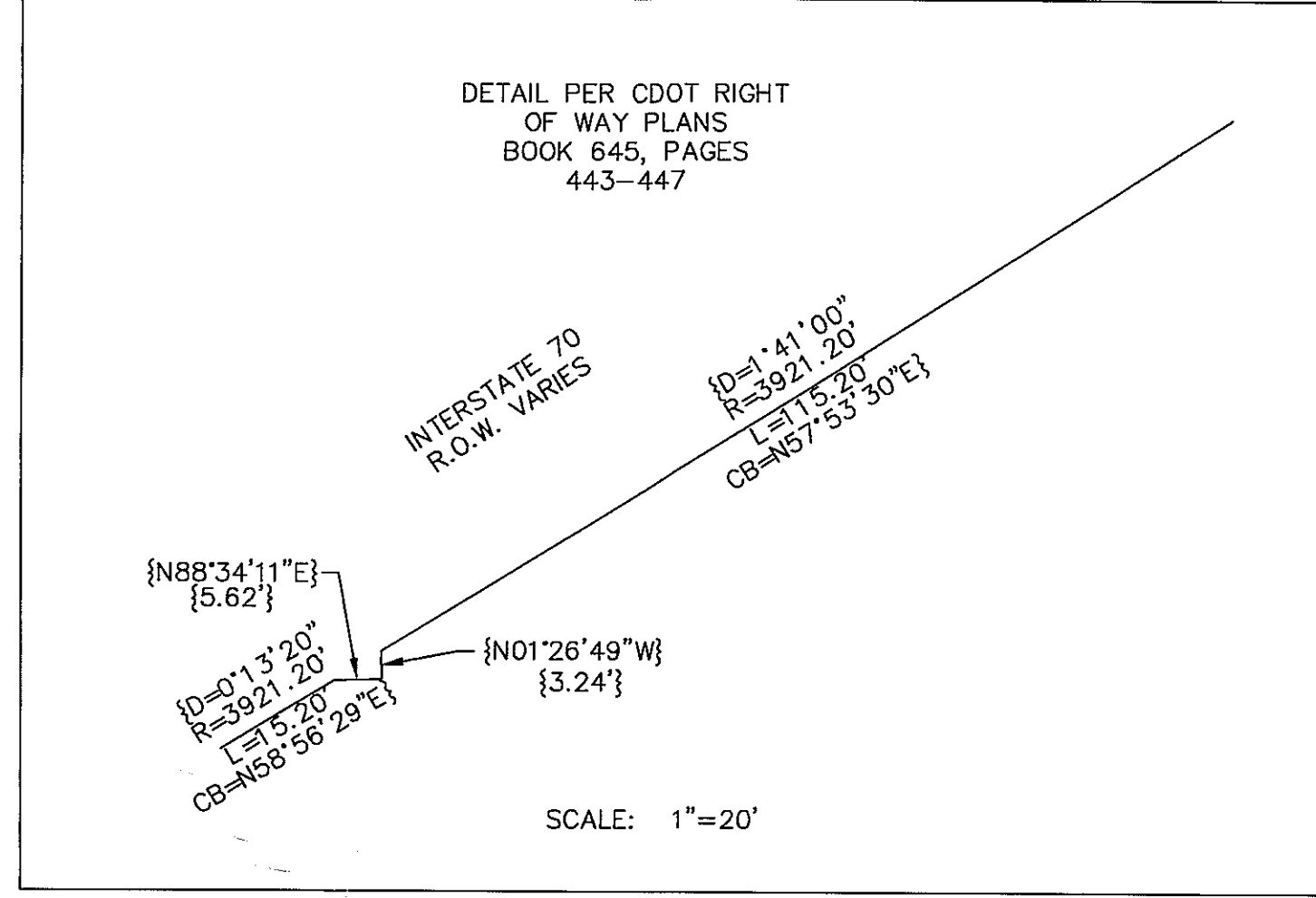
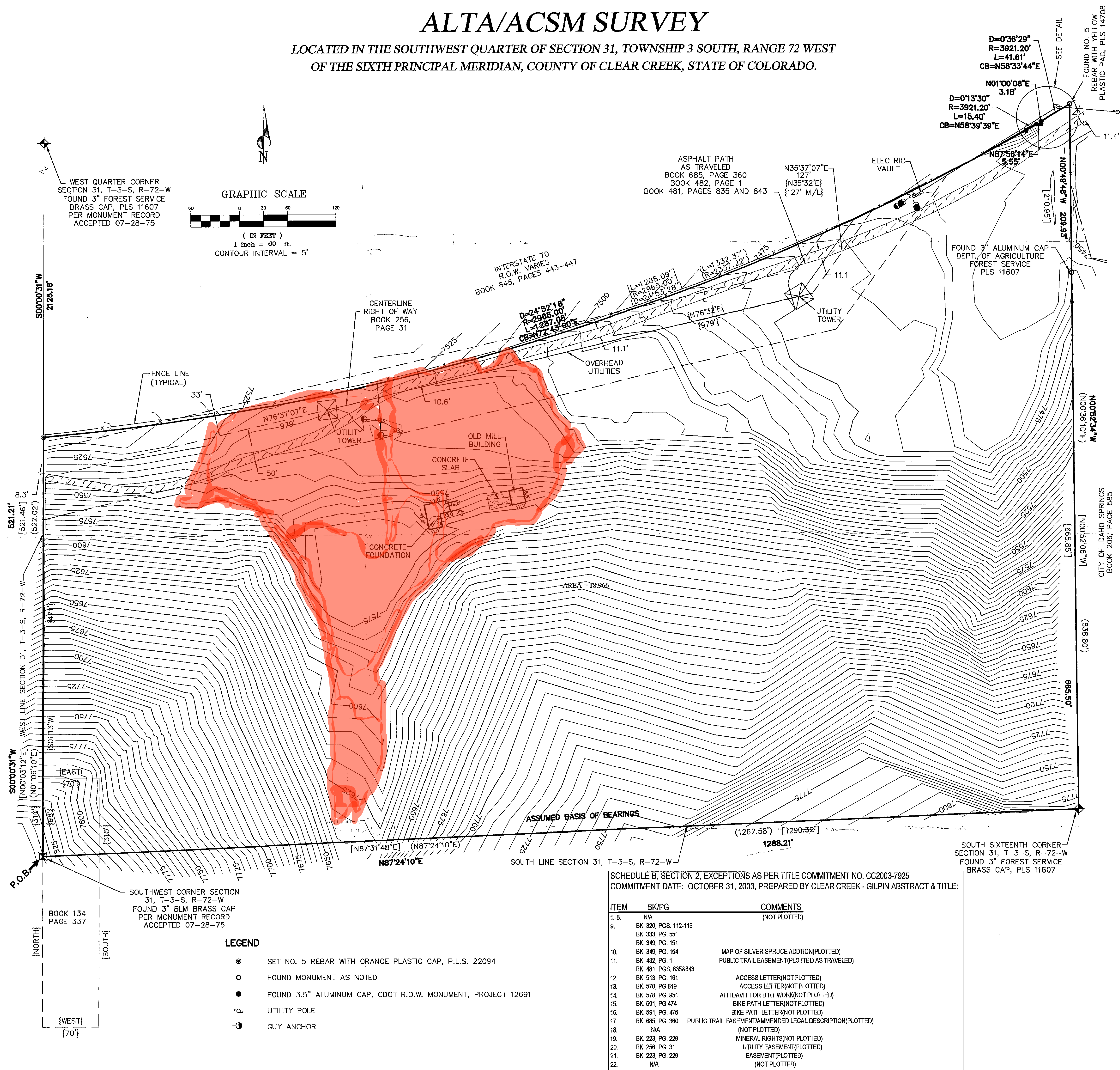
Job No. K250399

Date: 01/07/04

SHEET 1 OF 1

ALTA/ACSM SURVEY

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



LEGAL DESCRIPTION:

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

NOTES

1. NOTICE
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
2. MONUMENT DEFACING STATEMENT
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CLEAR MOUNTAIN SURVEYING, L.L.C. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, CLEAR MOUNTAIN SURVEYING, L.L.C. RELIED UPON RECORDED PLAT AND INFORMATION SUPPLIED BY CLIENT.
4. P.L.S. SEAL, DEPICTED HEREON, VALID ONLY WITH WET SIGNATURE AND DATE WRITTEN THROUGH IT.
5. BEARINGS AND OR DISTANCES IN BRACKETS [BRG., DIST.] PER MAP OF SILVER SPRUCE ADDITION, RECEPTION NUMBER 67834.
6. BEARINGS AND OR DISTANCES IN PARENTHESIS (BRG., DIST.) PER SCHEDULE A OF TITLE COMMITMENT NO. CC2003-7925, COMMITMENT DATE: OCTOBER 31, 2003, PREPARED BY CLEAR CREEK - GILPIN ABSTRACT & TITLE.
7. BEARINGS AND OR DISTANCES IN BRACKETS {BRG., DIST.} PER EASEMENT/RIGHT OF WAY AS SHOWN.
8. BEARINGS AND OR DISTANCES IN **BOLD** WITHOUT BRACKETS OR PARENTHESIS REPRESENT AS MEASURED DATA.

BASIS OF BEARINGS

THE ASSUMED BEARING OF N87°24'10"E WAS DETERMINED BY THE FOUND 3" BRASS CAPS, MONUMENTING THE SOUTHWEST CORNER OF SECTION 31, T-3-S, R-72-W OF THE SIXTH PRINCIPAL MERIDIAN.

ALTA CERTIFICATION

TO: ROCKY MOUNTAIN HDC, INC., A COLORADO NONPROFIT CORPORATION, 1393 SOUTH SANTE FE DRIVE, DENVER, CO 80223:

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DATED THIS 07 DAY OF JANUARY, 2004

LARRY F. FISHER, P.L.S. 22094
FOR AND ON BEHALF OF CLEAR MOUNTAIN SURVEYING, L.L.C.

FILING CERTIFICATE

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

COUNTY SURVEYOR

BY DEPUTY COUNTY SURVEYOR

REVISIONS:

CLEAR MOUNTAIN SURVEYING, L.L.C.
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12860 W. CEDAR DRIVE SUITE 201, LAKEWOOD, CO 80228
PHONE (303) 984-7855 FAX (303) 984-7856

K250399--ALTA.DWG

Drawn B.M.H.

Check L.F.F.

Scale 1"=60'

ALTA/ACSM SURVEY
ROCKY MOUNTAIN HDC
P.O. BOX 9189
DENVER, CO 80209
303-725-2653 FAX: 303-785-0032

Job No. K250399

Date: 01/07/04

SHEET 1 OF 1

SCHEDULE B, SECTION 2, EXCEPTIONS AS PER TITLE COMMITMENT NO. CC2003-7925
COMMITMENT DATE: OCTOBER 31, 2003, PREPARED BY CLEAR CREEK - GILPIN ABSTRACT & TITLE:

ITEM	BK/PG	COMMENTS
1-8	N/A	(NOT PLOTTED)
9	BK. 320, PGS. 112-113 BK. 333, PG. 551 BK. 348, PG. 151 BK. 482, PG. 1 BK. 481, PGS. 835&843	MAP OF SILVER SPRUCE ADDITION(PLOTTED) PUBLIC TRAIL EASEMENT(PLOTTED AS TRAVELED)
10	BK. 513, PG. 161	ACCESS LETTER(NOT PLOTTED)
11	BK. 570, PG. 819	ACCESS LETTER(NOT PLOTTED)
12	BK. 570, PG. 951	AFFIDAVIT FOR DIRT WORK(NOT PLOTTED)
13	BK. 581, PG. 474	BIKE PATH LETTER(NOT PLOTTED)
14	BK. 581, PG. 475	BIKE PATH LETTER(NOT PLOTTED)
15	BK. 685, PG. 360	PUBLIC TRAIL EASEMENT(MINIMUM LEGAL DESCRIPTION(PLOTTED))
16	N/A	(NOT PLOTTED)
17	BK. 223, PG. 229	MINERAL RIGHTS(NOT PLOTTED)
18	BK. 256, PG. 31	UTILITY EASEMENT(PLOTTED)
19	BK. 223, PG. 229	EASEMENT(PLOTTED)
20	N/A	(NOT PLOTTED)
21	N/A	(NOT PLOTTED)
22	N/A	(NOT PLOTTED)

September 24, 2024

Arkansas Valley Adventures, LLC
Attn: Mr. Duke Bradford
P.O. Box 2878
Breckenridge, CO 80424

RE: Outdoor Camping Floor Platforms
Arkansas Valley Adventures
95 East Idaho Springs Road – Idaho Springs, CO 80452 (Clear Creek County)

Dear Duke,

Griffeth Structural, LLC (GS) is a small engineering company that specializes in the design and evaluation of residential & commercial structures. The following statements are based on our observations as well as information provided by you:

1. Structural Plans
 - a. It is structurally acceptable to construct the above listed project as shown in the attached drawings.
2. Building Code – Brief Summary
 - a. This design is based, in part, upon the following listed structural requirements of the Clear Creek County Building Code (2021 IBC with applicable amendments):
 - i. Deck Floor Parameters
 1. Live Load = 40 PSF
 - a. Deck surface is intended to support the live load weight of 2 adult-sized humans while sleeping inside of a fabric tent.
 2. Snow Load = 55 PSF [± 7750 feet elevation]
 - ii. Wind Load Parameters
 1. Basic Wind Speed = 100 mph (V_{ASD}) [130 mph V_{ULT}]
 2. Exposure Category = C
 3. Risk Category = II
 - iii. Seismic Load Parameters
 1. Seismic Design Category = B
 2. Importance Factor = 1.00
 3. Soil Site Class = D

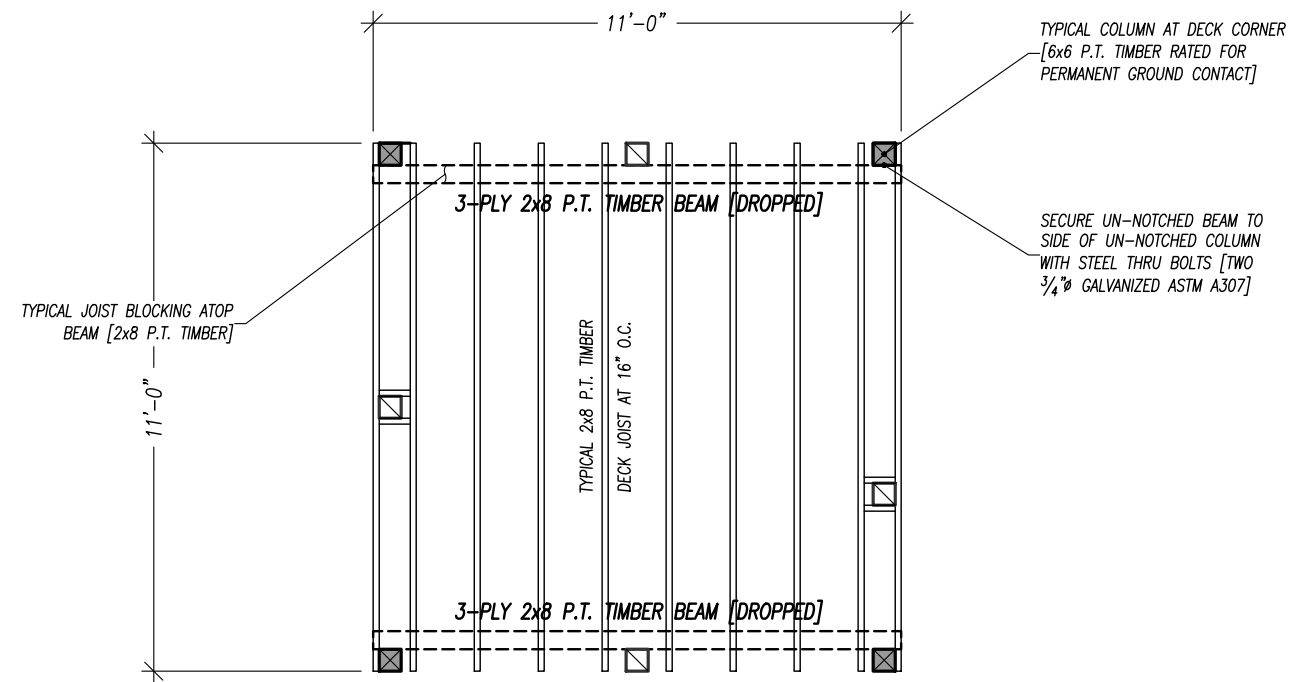
3. Assumed Conditions – Existing Soil Properties
 - a. The structural analysis of the foundation system has been performed without the results of a soils investigation performed by a licensed professional engineer.
 - b. The General Contractor shall hire a soils engineer if required and/or desired by the Owner and/or Building Department, to verify in writing with the structural engineer, the following assumptions:
 - i. Maximum Allowable Bearing Capacity = 2500 PSF
 - ii. Minimum Required Bearing Pressure = ZERO PSF
4. Temporary Bracing & Support
 - a. This evaluation does not include the design of temporary bracing and support of the roof framing and/or floor framing. It is assumed that the General Contractor (i.e. the framer) will provide adequate temporary framing during construction as necessary.
5. Duty of Cooperation – Unknown Existing Conditions
 - a. The General Contractor shall contact us with questions and or comments during construction if it appears that the actual existing conditions are in conflict with information contained in this document.

If you have any questions, comments, or concerns, please feel free contact us at any time at the above-listed phone number or email.

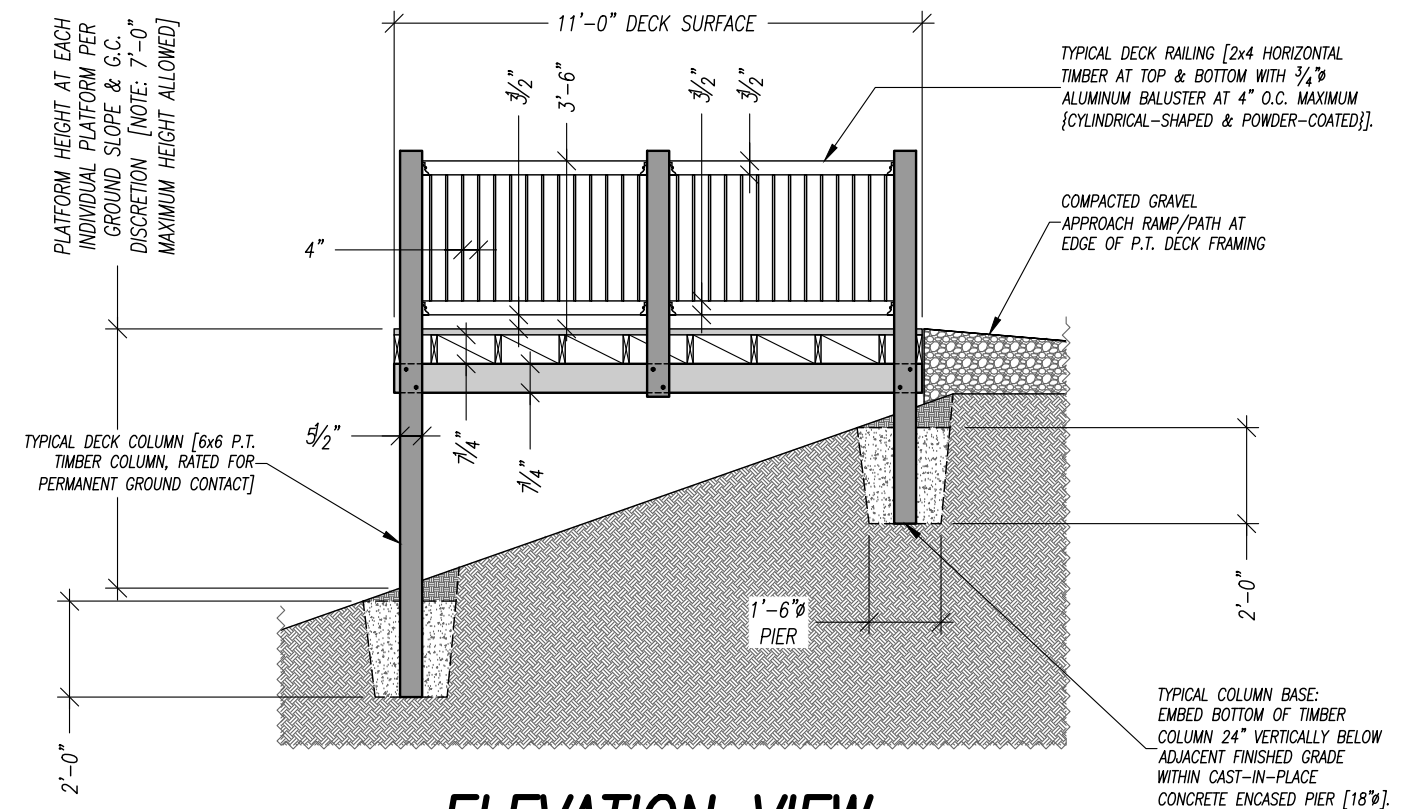
Sincerely,

/// E-SIGNED ///

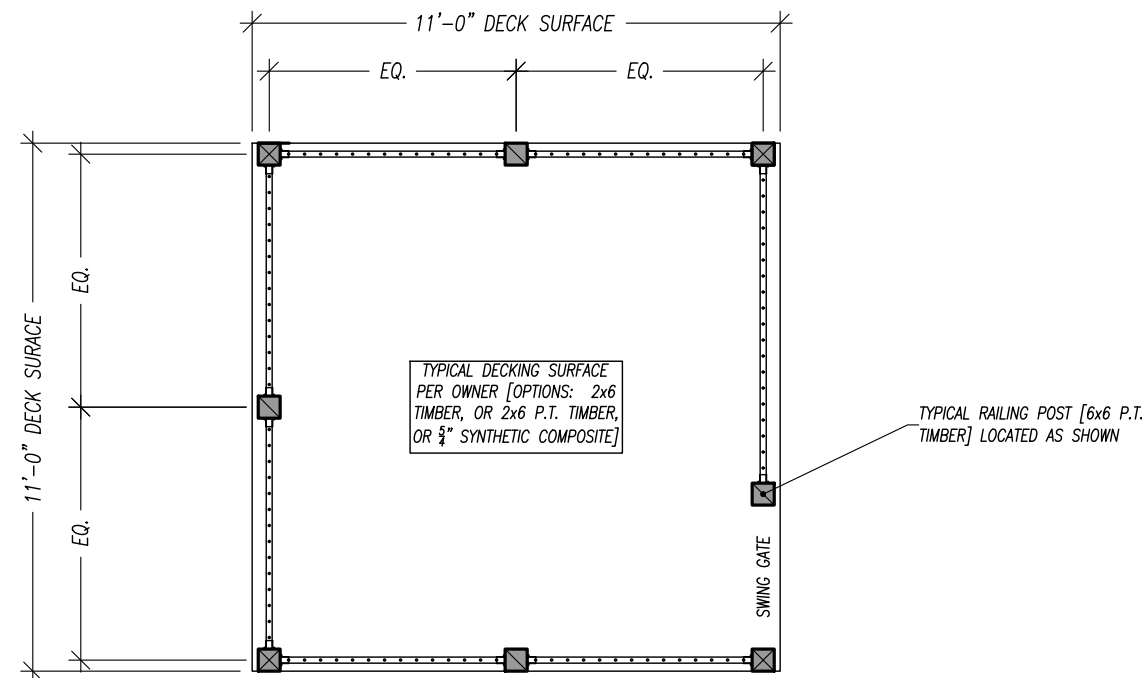
Michael P. Griffeth, P.E., S.E.
Structural Engineer



FRAMING PLAN – DECK FLOOR
(SCALE 1/4" = 1'-0")



ELEVATION VIEW
(SCALE 1/4" = 1'-0")



FRAMING PLAN – DECK RAILINGS
(SCALE 1/4" = 1'-0")

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 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 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.

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: April 14, 2025
Subject: City Administrator Update

Requests for Action:

- None

Updates:

- Staff and I attended on March 20 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.
- Staff and I attended on March 20 the on-site kick-off meeting for the restoration of the Powder House.
- The Mayor, Guy and I attended on March 20 the annual meeting of the Historical Society of Idaho Springs.
- The Mayor, Sadie, Guy and I reviewed on March 24 the nine proposals that the City received in response to the request for proposals (RFP) for parking management services.
- Staff attended on March 25 a debriefing by the U.S. Department of Transportation of the City's application for a Reconnecting Communities planning grant that was not awarded for the design of the I-70 pedestrian bridge and improvements to State Highway 103 near Carlson Elementary School.
- The Mayor, Sadie, Guy and I interviewed on March 26 the firms with the top three proposals for parking management services.
- Staff met on March 26 with the Argo team and the Colorado Mountain Bike Association (COMBA) regarding the reopening of Virginia Canyon Mountain Park (VCMP). Due to construction related to the Mighty Argo Cable Car (MACC) project, the reopening has been postponed to approximately June 1.
- Staff and I attended on March 27 and April 9 progress meetings for the relocation of the Montane Water Tank.
- The Mayor and staff attended on March 27 a progress meeting with the branding consultant.
- Guy and I attended on April 7 a check-in meeting with finance consultant Lorraine Trotter.
- Staff and I met on April 7 with JVA Engineering and a consultant about hydro-electric generation possibilities.
- The Mayor and I attended on April 8 the monthly meeting of the Mayors and Commissioners with a focus on early childcare and learning.
- The Mayor, Guy and I met on April 9 with Regional Manager Todd Leopold of the Colorado Department of Local Affairs regarding plans for the City Council retreat on May 16.
- Guy and I met on April 9 with the Colorado Department of Public Health and Environment (CDPHE) regarding possible funding from the State Revolving Fund for water and sewer infrastructure projects.

- Staff and I met on April 9 regarding a possible application for a Local Planning Capacity Grant related to Proposition 123.

Upcoming Events:

- The next Community Engagement Meeting in downtown hosted by the Business and Community Promotion Board will be held on Thursday, April 17 at 6:00 p.m. at Tommyknocker Brewery & Pub.
- A fundraising gala for the new Idaho Springs Skatepark will be held on Saturday, April 19 from 4:30 to 10:00 p.m. at the Loveland Basin Lodge.
- The City Council Retreat will be held on Friday, May 16 from 9:00 a.m. to 3:30 p.m. at Tommyknocker Brewery and Pub.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 17.a: Assistant City Administrator – Staff report submitted with no requests for action.

Staff Report

Attachments:

None



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 17.a: Assistant City Administrator staff report 4.14.25

Staff Report

Attachments:

1. Asst. City Admin Council Report FINAL 4.14.25.docx

TO: City Council
CC: City Administrator Andrew Marsh
FROM: Guy Patterson | Assistant City Administrator
DATE: 4/14/2025
SUBJECT: Assistant City Administrator Report
ATTACHMENTS: None



Colorado Tourism Grant

On April 1, the Colorado Tourism Office (CTO) announced the 12 recipients of the 2025 Tourism Management Grant. Idaho Springs was one of those 12 recipients. The City received \$20,000 to create a city-wide wayfinding strategy integrating Virginia Canyon Mountain Park and the Mighty ARGO Experience into Idaho Springs' larger branding and wayfinding efforts that are currently being worked on by the Business and Community Promotions Board. Thank you to Sadie Schultz for her work on producing the grant and continuing to move this project forward.

CIRSA Training

On April 10, City administrative staff met with representatives of CIRSA to collaborate on a process to monitor and fulfill insurance-related staff training requirements. It is staffs desire to increase our success rate above the 9^{5th} percentile.

As well, On April 8, I attended a CIRSA sponsored full day training on Americans with Disability Act (ADA) compliance.

Federal Grant Reimbursements

The City has filed for its first reimbursement with the Federal government for the RAISE planning grant. We are hopeful recent changes at the federal level do not hinder our ability to receive these funds.

ARGO Construction/VCMP

Construction on the ARGO project has moved into the phase of setting tower locations. This is a serious endeavor that involves heavy machinery, the digging of tower base structures, pouring concrete and several helicopter flights from the base near the Argo Mill up the side of the mountain. This extensive work is scheduled to continue at least through May. Because of this, The ARGO, the City and COMBA agreed the safest way to handle this issue was to completely close VCMP to all activity until at least the beginning of June. Signage and fences at entry points have been placed on-site closing the park and press releases have been issued informing the public.

Reconnecting Communities Pilot (RCP) Application Debriefing:

Maria Schanhals has prepared the attached memo detailing the City's debriefing regarding the RCP grant application.

TO: Mayor and City Council
CC: Guy Patterson, Assistant City Administrator
PREPARED BY: Maria Schanhals, Best and Brightest Fellow
DATE: April 10, 2025
SUBJECT: Reconnecting Communities Pilot (RCP) Application Debrief
ATTACHMENTS: None



BACKGROUND

On January 10, 2025, the City of Idaho Springs was notified by the Department of Transportation (DOT) that our application for the Reconnecting Communities Pilot (RCP) Grant was not selected. This grant would have been used to fund the design and planning for a pedestrian bridge over I-70. The City was offered an application debrief with DOT staff to review how our grant application was scored and why our project was not selected for funding. Following the pause DOT put on application reviews due to funding limitations, the City had our debrief on March 25th, which was attended by Andy, Guy, and myself. Our debrief was facilitated by Liya Rechtman, an Environmental Protection Specialist with the DOT.

OVERVIEW OF APPLICATIONS

With the emergence of the new administration this year, it was determined that FY2024 would be the last year funding would be provided to municipalities under the Reconnecting Communities Pilot program. As such, applications were very competitive. The DOT received a total of 403 applications which cumulatively requested more than \$3 billion. This caused them to be oversubscribed by a ratio of 1:5. Of the 403 applications, 81 were awarded funding. We were assured that the application review process was thorough, with each application receiving the utmost respect and attention. All eligible applicants underwent the same merit criteria review, with each merit criterion receiving a score of low, medium, or high. If the review panel determined that a project was “highly recommended” or “recommended” for funding, it received a secondary, more in-depth analysis by the review panel. Projects that passed the secondary review were then recommended to Secretary Buttigieg, who ultimately made the final decision for awarding funding.

IDAHO SPRINGS APPLICATION REVIEW

Our application passed the initial review with a score of “recommended” but was not recommended to Secretary Buttigieg beyond the secondary analysis. We were advised that our project was suitable for this reconnecting intervention, and that we have lots of room to take the work we’ve done and build it into a stronger application. Our facilitator then provided us with feedback for each of the merit criteria, including what our score was for each one and the comments the review panel had.

CRITERION 1– EQUITY AND JUSTICE40

The score we received for this criterion was Low. According to the review panel, we indicated that the pedestrian bridge would support Justice40 initiatives (economic benefit to disadvantaged communities) but failed to mention how. They indicated that more analysis and detail in this area would have been advantageous for our application. Our facilitator mentioned that successful applicants drew on an Equity

Action Plan, detailing how benefits from this program would be distributed to a disadvantaged community.

CRITERION 2 – ACCESS

The score we received for this criterion was Medium. The reviewers were very convinced that the construction of a pedestrian bridge over I-70 would improve community access in Idaho Springs and noted that several of the projects planned for the City (affordable senior housing, mobility hub) would benefit from multimodal transportation access. However, it was not clear to the review panel whether improvements would increase single occupancy vehicle capacity, which is why our score was not higher, as this program does not allow funds to be used towards highway capacity expansion projects.

CRITERION 3 – FACILITY SUITABILITY

The score we received for this criterion was Medium. The review panel was convinced that I-70 represents a clear barrier to destinations south of the Interstate. The review panel did not think we provided sufficient evidence to prove that safety issues and vehicular accidents are a problem in this area of the City, which is why we did not score higher in this area.

CRITERION 4 – COMMUNITY ENGAGEMENT & STEWARDSHIP

The score we received for this criterion was Low. The review panel commented that while there was a history of public engagement included in the application's narrative, however, there was no mention of a broad Community Engagement Plan, especially involving harder to reach members of the community. Per the review panel, the engagement described appeared to be solely based on public meetings and is not designed in a way that gives the community a role in decision making. The review panel had concerns about the public meeting mentioned in the application, where despite having 80 members of the community attend, only 39 signed a letter of support for this project. The review panel did appreciate the letters of support we received from Governor Polis, the DOT, the City, and the School District. However, successful applications have also included letters of support from community-based organizations.

CRITERION 5 – EQUITABLE DEVELOPMENT

The score we received for this criterion was Low. The review panel was pleased to see us mention that this project is aligned with the Clear Creek County Housing Strategy. However, the review panel mentioned they would've wanted to see anti-displacement and community stabilization strategies along with placemaking strategies in our application. With a planning grant, we would not have had to commit to anything, but a mention of any of these strategies would've strengthened our application.

CRITERION 6A– CLIMATE CHANGE MITIGATION AND/OR ADAPTATION AND RESILIENCE

The score we received for this criterion was Low. According to the review panel, the application discussed the potential impacts of moving away from single occupancy vehicles, but didn't provide any sort of baseline analysis of what single vehicle occupancy currently is. There were no strategies mentioned on how to encourage residents and visitors to switch from single vehicle occupancy usage to biking or walking. Our facilitator stated that while we included several multimodal transportation solutions (the pedestrian bridge, the mobility hub, the bus station) that would reduce climate change impacts in the City, there was room to expand on these areas which would have improved our score.

CRITERION 6B – WORKFORCE DEVELOPMENT & ECONOMIC OPPORTUNITY

The score we received for this criterion was Non-Responsive. According to the review panel, there was no mention of us intending to use Disadvantage Business Enterprises (DBEs) for this project or providing local hiring preference. However, they did appreciate our mention that this project would connect people with job opportunities.

CRITERION 7 – PLANNING INTEGRATION

The score we received for this criterion was Medium. The review panel appreciated that this project is named in the 2021 Downtown Plan. However, it was unclear to the review panel whether the RCP's specific priorities were included in the Downtown Plan.

ADDITIONAL FUNDING OPPORTUNITIES

The debrief facilitator ended the meeting by informing the City of additional funding opportunities through the DOT that may be suitable for this project. She mentioned that for future grant applications, there are several technical assistance programs available through the Department of Transportation, including the Reconnecting Communities Institute and the Thriving Communities Program.

There was one additional grant program recommended the City consider, which is the Safe Streets for All Grant Program. However, further research into this program determined that it would not be compatible with the City's needs as they relate to funding for the pedestrian bridge at this point in time.



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: April 14, 2025
To: Planning Commission Members
From: Dylan Graves, Community Development Planner
RE: Community Development Monthly Report
Action Requested: None

- Comprehensive Plan: We are planning to have our first kick off meeting on April 30, 2025, at City Hall. It will be approximately 5 P.M. to 7 P.M. and will be an opportunity for the public to learn more about the purpose of a comprehensive plan and see what has been accomplished since 2017 when we last adopted a new plan. We have a survey that we will be able to hand out and we will have some interactive stations to get feedback and initial ideas from community members. More information to come in the near future!
- 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.
- 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.
- A 1041 application for the Central Section of the I-70 Floyd Hill project has been submitted and is out for referral. This will come to PC in the coming months.
- Construction will be starting on the skatepark at the Shelly/Quinn park in the next month or two. The stage is going to be relocated this spring and the City is working with Randy Wheelock and his team on relocation of the stage to the western ball field.
- The Planning Commission has been discussing ways to increase housing availability in the City and a common theme that continues to emerge is Accessory Dwelling Units (ADUs). While not suitable on every lot or in every area of the city, allowing ADUs in more places and giving some additional flexibility in their construction would potentially bring additional construction into town while preserving residential character. Currently, ADUs are permitted in R-1, R-2, R-3, and R-E. There are no occupancy restrictions associated with ADUs, other than a prohibition on short-term rental of the units. I am currently researching whether it would be beneficial to allow ADUs in other zoning districts – C-1 and C-2 for example, where there are currently many single-family homes – and am researching what is done in other municipalities.
- Sites and Facilities is meeting on April 14 to discuss the following topics: the 2025-2028 preservation plan; signage guidelines/templates; and restoration activities at the Idaho Springs library (front entryway, interior water damage from last year's leak). The hope is to have the preservation plan ready for review by Council at the April 28 regular meeting.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 17.c: Deputy City Clerk – Staff report submitted with no requests for action.

Staff Report

Attachments:

1. 04-14-2025 Staff Report
2. February 2025 Sales Tax
3. March 2025 Building Permit Report
4. 2025 Water & Sewer Rates



Office of the Deputy City Clerk

To: Mayor and City Council
From: Wonder Martell, Deputy City Clerk
Date: April 14, 2025
Subject: Staff Report Regular Meeting

- ✓ Sales Tax Report
- ✓ Building Permit Report
- ✓ 2024 Disposable Bag fees collected \$13,043.25
- ✓ During the 21 working days in March, city staff processed 975 incoming calls from external numbers, 135 incoming calls from internal callers (to each other) and made 343 outgoing calls to external numbers for a total of 1453 calls.
- ✓ The Central City KOA has closed their hauled water station and that has created a recent influx of permits being issued for the Idaho Springs Hauled Water Station. Primary use for these hauled water permits is to fill residential cisterns.
- ✓ Water and Sewer rate increases took effect as of 04/01/2025. Residents will see those increases starting with the July 2025 bill. Water increased 3% and sewer increased 2%. The new rates sheet is attached for reference and these rates have been placed on our new website and can be located at this link.

<https://idahospringsco.civicpluswebopen.com/utilities/page/utility-rates>

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Mo. To Mo. Comparison	YTD Comparison	Current YTD Total	Previous YTD Total
Jan	\$139,731.94	\$200,236.03	\$194,756.37	\$222,532.49	\$235,940.98	\$266,501.90	\$265,799.93	\$344,180.43	\$365,835.89	\$357,076.65	-2.39%	-2.39%	357,076.65	365,835.89
Feb	\$187,483.54	\$177,395.43	\$190,166.90	\$207,177.31	\$232,375.01	\$243,676.11	\$272,972.03	\$361,032.17	\$349,072.52	\$363,464.19	4.12%	0.79%	720,540.84	714,908.41
Mar	\$182,398.01	\$206,563.51	\$223,907.92	\$232,244.57	\$186,300.12	\$291,578.68	\$310,036.11	\$402,899.93	\$402,360.50		-100.00%	-35.51%	720,540.84	1,117,268.91
April	\$134,442.24	\$159,819.04	\$175,580.94	\$178,261.23	\$188,064.67	\$248,167.82	\$256,468.48	\$317,733.49	\$310,527.71		-100.00%	-49.53%	720,540.84	1,427,796.62
May	\$181,631.58	\$177,345.32	\$184,601.78	\$213,658.13	\$176,240.37	\$275,287.42	\$280,922.87	\$339,029.09	\$346,473.76		-100.00%	-59.39%	720,540.84	1,774,270.38
June	\$233,208.76	\$248,756.18	\$274,310.00	\$285,678.54	\$289,485.68	\$364,020.44	\$364,822.74	\$445,442.74	\$471,665.00		-100.00%	-67.92%	720,540.84	2,245,935.38
July	\$261,915.78	\$295,890.20	\$351,932.41	\$393,380.68	\$301,704.63	\$411,802.03	\$422,571.90	\$562,291.21	\$549,871.19		-100.00%	-74.23%	720,540.84	2,795,806.57
August	\$247,167.24	\$266,861.70	\$261,825.68	\$308,276.28	\$302,934.73	\$346,174.64	\$396,083.62	\$479,965.55	\$477,026.41		-100.00%	-77.98%	720,540.84	3,272,832.98
Sept	\$237,656.99	\$217,782.08	\$253,207.80	\$268,690.51	\$311,044.04	\$379,340.95	\$370,507.24	\$437,935.60	\$432,939.99		-100.00%	-80.56%	720,540.84	3,705,772.97
Oct	\$178,132.16	\$176,952.97	\$186,403.26	\$228,281.95	\$252,727.92	\$294,442.00	\$297,189.14	\$376,787.75	\$386,269.67		-100.00%	-80.56%	720,540.84	3,705,772.97
Nov	\$154,218.54	\$154,968.62	\$166,830.68	\$199,661.64	\$209,633.95	\$241,059.18	\$267,471.90	\$312,734.13	\$307,835.28		-100.00%	-82.05%	720,540.84	4,013,608.25
Dec	\$194,616.57	\$201,422.32	\$246,761.66	\$258,309.27	\$266,351.19	\$300,210.35	\$326,794.82	\$368,363.25	\$408,265.72		-100.00%	-83.71%	720,540.84	4,421,873.97
Total	\$2,332,603.35	\$2,483,993.40	\$2,710,285.40	\$2,996,152.60	\$2,952,803.29	\$3,662,261.52	\$3,831,640.78	\$4,748,395.34	\$4,808,143.64	\$720,540.84				
Budget	1,970,000.00	2,344,592.00	2,536,932.00	2,581,078.00	3,002,445.00	3,002,445.00	3,800,000.00	5,125,000.00	5,273,750.00					
% of Bud	118.41%	105.95%	106.83%	116.08%	98.35%	121.98%	100.83%	92.65%	91.17%	#DIV/0!				

Permit Acceptance Date: 03-01-2025 - 03-31-2025

Page 167 of 182

RATES EFFECTIVE 04/01/2025

Residential Inside City Limits WATER SEWER

Base Rate	Usage	Inside City	Base Rate	USAGE
\$85.34			\$66.95	\$0.00724 per gallon
Tier 1	0-10,000 gallons	\$0.00545 per gallon		
Tier 2	10,001-30,000 gallons	\$0.00683 per gallon		
Tier 3	Over 30,000 gallons	\$0.00818 per gallon		

Residential Outside City Limits WATER SEWER

Base Rate	Usage	Outside City	Base Rate	USAGE
\$170.69			\$133.87	\$0.01447 per gallon
Tier 1	0-10,000 gallons	\$0.01091 per gallon		
Tier 2	10,001-30,000 gallons	\$0.01363 per gallon		
Tier 3	Over 30,000 gallons	\$0.01636 per gallon		

Commercial Inside City Limits WATER SEWER

Base Rate	Usage	Inside City	Base Rate	USAGE
\$131.29			LOW \$133.87	\$0.00975 per gallon
	0-99,999 gallons	\$0.00914 per gallon	MED \$133.87	\$0.01727 per gallon
			HIGH \$133.87	\$0.02592 per gallon

Commercial Outside City Limits WATER SEWER

Base Rate	Usage	Outside City	Base Rate	USAGE
\$262.55			LOW \$267.73	\$0.01946 per gallon
	0-99,999 gallons	\$0.01826 per gallon	MED \$267.73	\$0.03455 per gallon
			HIGH N/A	None Accepted

Chicago Creek Residential SEWER only Chicago Creek Commercial SEWER only

Base Rate	USAGE	Base Rate	USAGE
\$66.95	\$0.00724 per gallon	Low Strength \$133.87	\$0.00975 per gallon
		Medium Strength \$133.87	\$0.01727 per gallon
		High Strength \$133.87	\$0.02592 per gallon

BILLING SCHEDULE

Bill issued	Bill Due	For usage during	Averaging
January	January 31st	October and November	NO
March	March 31st	December and January	NO
May	May 31st	February and March	NO
July	July 31st	April and May	YES
September	September 30th	June and July	YES
November	November 30th	August and September	YES



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 18.a: Staff report submitted with no requests for action

Staff Report

Attachments:

1. Council Staff Report 04.14.25



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: April 10, 2025
Subject: Staff Report for April 14, 2025

Request for Action: None

Chief Buseck Attended:

03/24: Police Station Design

03/25: Dept. Heads

Advocates Training, scene safety

03/26: Police Station Design

VCMP Spring Schedule

03/27: Opioid Settlement Presentation

03/28: VCMP Race Event Meeting

03/31: Police Station Design

04/01: Police Station Design

04/03: OPS Meeting

04/07: Police Station Design

04/08: Advocates Board

Police Station Design

04/10: Police Station Design

Training:

04/01/25: One Sergeant and two officers attended firearm simulation training (Highlands Ranch, CO)

04/09/25: One officer attended an online training for Interview and Interrogation

Upcoming Training:

On 04/16/25 and 04/23/25, all sworn officers will attend affidavit writing at the DA's office.

On 04/28/25, One Sergeant will attend Homicide Major Crimes Training (Arvada, CO)

Code Enforcement:

- 21(YTD) Vehicles tagged abandoned
- Followed up on 38(YTD) tows for owner retrieval

Staffing:

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

Significant Incidents:

On March 24, 2025, an ISPD officer observed a known male suspect standing outside the convenience store located in the 1300 block of Miner Street. The suspect had an outstanding warrant from Weld County. The officer called for backup when the suspect fled north on 13th Ave. The officer instructed the suspect to stop running to prevent further actions required for compliance. The male surrendered and was taken into custody for the warrant out of Weld County, additionally charged with obstructing a peace officer and resisting arrest.

On March 26th, 2025, ISPD responded alongside the Clear Creek Fire Authority to an active fire burning west of Pine Slope Drive. They were initially dispatched to the general area due to reports of a loud explosion. Officers and deputies utilized fire extinguishers while the CCFA began deploying water hoses to the affected area, which measured approximately 60 ft x 60 ft. As a precaution, nearby residents received a "pre-evacuation notice." The fire was deemed contained after about one hour. A tent and personal belongings were discovered where the fire was suspected of having originated. An individual was found hiding behind a bush in the immediate vicinity without shoes or pants. The individual appeared to be highly intoxicated and had a dog with him. He was transported to a metro area hospital with minor injuries, while the dog was taken to Charlie's Place. ISPD and CCFA continue to investigate the incident.

On March 30, 2025, an ISPD officer observed a vehicle struggling to maintain its lane near mile marker 239 on westbound I-70. The vehicle was slow to respond to the officer's emergency lights. After the vehicle stopped and the officer contacted the driver, he detected a strong odor of alcohol emanating from inside the vehicle. The officer also noticed an alcoholic beverage on the floorboard of the front passenger area. The driver underwent a series of field sobriety tests, which determined that she was driving under the influence of alcohol. The driver was arrested and charged with DUI, having an open container, and driving on roadways designated for traffic.

On April 6th, 2025, ISPD officers patrolled the 2900 block of Colorado Blvd when they observed a male riding a bicycle without the required reflective equipment for nighttime riding. The suspect continued to Riverside Drive, where the officer stopped him to inform him about the reflective equipment. The male provided the officers with a false name, complicating their ability to positively identify him. Once the male's identity was confirmed, it was learned that he had an active warrant out of Clear Creek for failure to comply. He then began to resist the officers as they attempted to detain him. The male became combative and refused to comply with the officers' requests. The officers were able to take the male into custody after one officer deployed a taser drive stun to the suspect's legs. He was taken into custody on the warrant and charged with violation of a protection order, disorderly conduct, resisting arrest, obstructing a peace officer, false reporting to authorities, unlawful possession of a controlled substance, and bicycle equipment violation.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 19.a: Staff report submitted with one request for action.
Move to approve the purchase of 4 new tires for the 936 Caterpillar Loader from Southern Tire Mart in the amount of \$6,088.00, from line Item 10-10-6192.

Staff Report

Attachments:

1. 936 loader tires 2025
2. Staff report April 14th 2025

[OUR RANGE \(/OUR-RANGE\)](#)[TYRES 101 \(/SITE-RESOURCES/TYRES-101\)](#)[MOTORSPORT \(/MOTORSPORT\)](#)[COMMERCIAL \(/COMMERCIAL-TYRE-RANGE\)](#)

ALL TYRES

[VIEW ALL \(/COMMERCIAL-TYRE-RANGE/COMMERCIAL-TYRES?CAT=ALL%20TYRES\)](#)
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RB31

The Yokohama RB31 pattern is engineered to thrive in the most challenging surfaces and applications. Featuring a non-directional block pattern that provides abrasion resistance and excellent traction on soft surfaces. The flat base hexagon bead construction provides greater strength and improves stability.



CONTACT US [\(/SITE-RESOURCES/CONTACT-US\)](#) [20.5R25 RB31 MS T/L](#) 

Other Tyres Available

In ALL TYRES

RL51
[\(/Commercial-Tyre-](#)

RL52
[\(/Commercial-Tyre-](#)

RR42
[\(/Commercial-Tyre-](#)

RT21
[\(/Commercial-Tyre-](#)

8 (https://www.google.com/search?client=firefox-b-l-MO+63664&ludocid=12899868675933615552&lsig=AB86z5X0Rlx8iCUpKp3Z_Cm9jf90&sa=X&ved=2ahUKEwjC6I_o9vvnAhXyY98

[Purcell Home\(https://www.purcelltire.com/\)](https://www.purcelltire.com/)
[Careers\(https://purcellcareers.com/\)](https://purcellcareers.com/)
[24/7 Service\(/24-hour-roadside-assistance/\)](#)
[Mobile Services](#)
[Commercial\(/\)](#)
[Retreading\(https://tirelifecycle.com/\)](https://tirelifecycle.com/)
[Mining\(https://mining.purcelltire.com/\)](https://mining.purcelltire.com/)
[Wholesale\(https://wholesale.purcelltire.com/\)](https://wholesale.purcelltire.com/)

MICHELIN XHA TIRES



OTR/Construction L-3 Radial tire Designed for Loaders, Graders and Other Equipment Used in Construction, Stockpile and Truck-Loading Applications.

Features

- Wide lug tread design
- Beefy shoulder and well protected sidewalls
- Special tread compounds and aggressive tread pattern
- Low rolling resistance

Benefits

- Excellent lateral traction and flotation
- Exceptionally durable and resistant to cuts and impacts
- Stable and comfortable ride
- Efficient fuel economy

Available Sizes (click for pricing and availability)

- 30826 - 23.5R25 (/tires/view/128830/michelin-xha-2350r25/)
- 14668 - 26.5R25 (/tires/view/128749/michelin-xha-2650r25/)
- 00910 - 29.5R25 (/tires/view/128736/michelin-xha-2950r25/)
- 25042 - 15.5R25 (/tires/view/128737/michelin-xha-1550r25/)
- 35052 - 17.5R25 (/tires/view/128738/michelin-xha-1750r25/)
- 31836 - 20.5R25 (/tires/view/128739/michelin-xha-2050r25/)

Michelin

CONTACT US (/CONTACT)

COMPANY

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[Locations \(/stores/\)](#)

[Careers \(https://purcellcareers.com/\)](https://purcellcareers.com/)

[eGIFT \(https://www.giftya.com/brands/purcell-tire-and-service-centers\)](https://www.giftya.com/brands/purcell-tire-and-service-centers)

[Purcell Merchandise \(https://purcelltire.mybrightsites.com/\)](https://purcelltire.mybrightsites.com/)

[Privacy Policy \(https://www.purcelltire.com/privacypolicy/\)](https://www.purcelltire.com/privacypolicy/)

CUSTOMER CARE

[Service Offers \(/offers/\)](#)

REM-2



(E3/L3)

EARTHMOVER/LOADER TIRE

The Double Coin REM-2 Off-The-Road radial features an aggressive self-cleaning tread design. Engineered to deliver a smooth ride and superior traction in all types of terrain, the REM-2 is an OEM Certified OTR with an advanced casing design that promotes retreadability.

EXPLORE



PRODUCT CODE	TIRE SIZE	PATTERN	LOAD SYMBOL	SPEED MAX (KM/H)	SPEED MAX (MPH)	OVERALL DIAMETER (IN)	SECTION WIDTH (IN)	TREAD DEPTH (32NDS)	RIM	SINGLE MAX LOAD/ PRESSURE	WEIGHT	TYPE
1107167251	17.5R25	REM-2	★★	50 10	30 5	53	18	34	14.00/1.5	11990lb/76psi 18700lb/94psi	347lb/157kg	TL
1107160251	20.5R25	REM-2	★★	50 10	30 5	58	21	39	17.00/2.0	16060lb/76psi 25300lb/94psi	510lb/231kg	TL
1107163251	23.5R25	REM-2	★★	50 10	30 5	64	24	45	19.50/2.5	20350lb/76psi 31900lb/94psi	741lb/336kg	TL
1107166252	26.5R25	REM-2	★★	50 10	30 5	69	27	47	22.00/3.0	25300lb/76psi 40700lb/94psi	1021lb/463kg	TL
1107162955	29.5R25	REM-2	★★	50 10	30 5	73	29	50	25.00/3.5	30800lb/76psi 49280lb/94psi	1295lb/587kg	TL
1107167565	750/65R25	REM-2	★★	50 10	30 5	64	30	54	24.00/3.0	23320lb/61psi 40700lb/90psi	1015lb/460kg	TL
1107167765	775/65R29	REM-2	★★	50 10	30 5	68.9	30.3	58	24.00/3.5	26730lb/62psi 45320lb/94psi	1048lb/475kg	TL
1107168765	875/65R29	REM-2	★★	50 10	30 5	73.8	35	60	28.00/3.5	34100lb/62psi 56650lb/94psi	1478lb/ 670kg	TL



Remit Payment to:
Purcell Tire & Rubber Co.
PO Box 7411860
Chicago, IL 60674-1860

ESTIMATE # 292055

PURCELL TIRE AND RUBBER CO.
3855 E 52ND AVE

DENVER, CO 80216

PAGE: 1
TIME STARTED: 13:54:48

NONSIG #: 000125151

CUSTOMER: TOWN OF IDAHO SPRINGS
4811120 IDAHO SPRINGS, CO
REF NUMBER: PAUL

SALESMAN: 48108

PO NUMBER: PENDING

ESTIMATE DATE: 04/02/25

TERMS: CASH

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
ERS BOOM TRUCK 7:30AM-5:00PM		1.00	154.00		154.00
ERSOTR					
OTR DISMNT/MNT		4.00	95.00		380.00
DMOTR					
20.5R25 YOKO RB31 CP */**		4	1850.00		7400.00
130113110					
20.5R25 XHA RETREAD		4	1200.00		4800.00
462XHA001					
OTR TIRE DISPOSAL PER LB		4	50.00		200.00
DISPOTR					
SHOP MATERIALS		4			0.00
093200					

MERCHANDISE: 12400.00

LABOR: 534.00

SALES TAX: 1116.30

ESTIMATE TOTAL: 14050.30

*****THIS IS NOT AN INVOICE*****

*****DO NOT PAY FROM THIS FORM*****

Retrad
\$4800.00
+ 734.00
\$5534.00

Yoko
\$1800.00
734.00
\$8134.00

FOR ALL YOUR TIRE AND SERVICE NEEDS CALL 1-888-PURCELL

All Vehicles Must Re-Torque Lugnuts Between 50 and 100 Miles of Service

SERVICE CHARGES: 1 1/2% PER MONTH (18% ANNUAL RATE) ON ALL PAST DUE AMOUNTS.



Southern Tire Mart

ESTIMATE #	3596156
------------	---------

DENVER-WHEAT RIDGE #539
SOUTHERN TIRE MART
12000 W 44TH AVE
WHEAT RIDGE, CO 80033

PAGE: 1

303/422-2300

CUSTOMER: CITY OF IDAHO SPRINGS
0543338 QUOTE 20.5R25 DBLCOIN
IDAHO SPRINGS, CO 80452

BUSINESS: 303/422-2300 0
SALESMAN: 19141
ESTIMATE DATE: 04/02/25

DUE: 04/02/25

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
20.5R25 DCOIN REM-2 E3/L3 2* TL 1107160251		4	1210.75		4843.00
SERVICE CALL-OTR SVC 164		1.00	300.00		300.00
LABOR TECH CODE- 1/4 HR INCREMEN 99		1			0.00
FEE, FUEL SURCHARGE FS		1	25.00		25.00
MNT/DSMNT FLAT-OTR 20.5X25 114		4.00	100.00		400.00
O'RING 218		4	25.00		100.00
FEE, TIRE DISPOSAL, OTR SCRAPOTR		4	100.00		400.00
** PLEASE NOTE THE FOLLOWING: IF THE REARS ARE FILLED WITH BALLAST THEN WE ADD ADDITIONAL \$75 X2. WE WILL ALSO BUY BACK THE USED TIRE THAT WAS TEMPORARILY INSTALLED AT SAME PRICE BILLED FOR CREDIT					
TAXABLE TIRE RELATED MATERIALS TTRM			20.00		20.00
MERCHANDISE:					4963.00
LABOR:					700.00
OTHER:					425.00
ESTIMATE TOTAL:					6088.00
*****THIS IS NOT AN INVOICE*****					
*****DO NOT PAY FROM THIS FORM*****					

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED
AFTER 25 TO 100 MILES OF OPERATION

Southern Tire Mart

ESTIMATE # 3596176

DENVER-WHEAT RIDGE #539
SOUTHERN TIRE MART
12000 W 44TH AVE
WHEAT RIDGE, CO 80033

PAGE: 1

303/422-2300

CUSTOMER: CITY OF IDAHO SPRINGS
0543338 QUOTE 20.5R25 BS VB E3/L3
IDAHO SPRINGS, CO 80452

BUSINESS: 303/422-2300 0
SALESMAN: 19141
ESTIMATE DATE: 04/02/25

DUE: 04/02/25

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
20.5R25 VB AP E3/L3 MS* CRC TL F005499	SERIAL #: DEFAULT	1	1510.75		1510.75
20.5R25 VB AP E3/L3 MS* CRC TL F005499	SERIAL #: DEFAULT	1	1510.75		1510.75
20.5R25 VB AP E3/L3 MS* CRC TL F005499	SERIAL #: DEFAULT	1	1510.75		1510.75
20.5R25 VB AP E3/L3 MS* CRC TL F005499	SERIAL #: DEFAULT	1	1510.75		1510.75
SERVICE CALL-OTR SVC 164		1.00	300.00		300.00
LABOR TECH CODE- 1/4 HR INCREMEN 99		1			0.00
FEE, FUEL SURCHARGE FS		1	25.00		25.00
MNT/DSMNT FLAT-OTR 20.5X25 114		4.00	100.00		400.00
O'RING 218		4	25.00		100.00
FEE, TIRE DISPOSAL, OTR SCRAPOTR		4	100.00		400.00
** PLEASE NOTE THE FOLLOWING: IF THE REARS ARE FILLED WITH BALLAST THEN WE ADD ADDITIONAL \$75 X2. WE WILL ALSO BUY BACK THE USED TIRE THAT WAS TEMPORARILY INSTALLED AT SAME PRICE BILLED FOR CREDIT					
TAXABLE TIRE RELATED MATERIALS TTRM			20.00		20.00

7298.00

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED
AFTER 25 TO 100 MILES OF OPERATION



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

TO: MAYOR and COUNCIL
FROM: Paul Crain
DATE: April 14th, 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.

Plowing operations to the reservoir took place in the first weeks of April. One tire on the Cat Loader had enough and lost pressure because of age and weathering. We are completing the work with the Komatsu Loader, which takes longer due to the smaller bucket

Construction on Virginia Street/ Virginia Canyon is Proceeding. Pressure and clear water tests are completed and on Monday the 7th the new water main in Virginia St. was tied into the distribution system. Work will progress bringing water services to the new water main.

Paul Crain
Public Works Superintendent



Move to approve the purchase of 4 new tires for the 936 Caterpillar Loader from Southern Tire Mart, in the amount of \$6088.00, from line Item 10-10-6192.

During snow removal of the Idaho Springs Reservoir road, we lost a tire on the 936 Cat loader. These tires were well passed their life expectancy, of @ 7 years at the ripe ole age of 30 years.



TO: City Council
AGENDA: April 14th, 2025 Regular Meeting & Executive Session
DATE: April 14, 2025
ITEM 20.a: Staff report submitted with no requests for action

Staff Report

Attachments:

1. 4-14-25



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

TO: MAYOR and COUNCIL
FROM: Edward Sigward
DATE: 4/14/2025
Re. STAFF REPORT WATER FACILITIES DEPARTMENT

WASTEWATER

	BOD	TSS	NH4	PO4	TIN
Goal	10	10	3	1	10
Current	3	6	0.1	0.43	0.6

- Reactor #2 repair - Began plan to transfer and process solids.
- Some of the parts for Digester control upgrade arrived.

WATER

Disinfectant Byproducts	TOC	COAGULANT dose	TOC removal	CL2 dose Actual	HAA5 Annual average	TTHM Annual average
Goal	<2		25%	system residual (0.8)	<60	<80
Current	<1	off	0	Demand 1.8	44	40

- DBP samples complete, results are well below the MCL for all 4 locations
- New PFAS testing required by CDPHE- Sampling in Feb and April should complete data set.
- Flow meter for CMF1 failure repairs \$6500
- Montane Tank - In CDPHE Approved tank engineering